



REGULAR TOWN COUNCIL MEETING

Monday, November 27, 2017 @ 7:00pm
Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of November 13, 2017
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager
 - * Report from Silent Monks of the Shenandoah Valley
 - * Report from Library Director Harold A. Hayes
 - * Report from EDA Executive Director Jennifer McDonald
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – (ROLL CALL VOTE REQUIRED)
 - A. COUNCIL APPROVAL – Mutual Aid Agreements (MEPAV and APPA)
 - B. COUNCIL APPROVAL – Proclamation for Christkindlmarkt Day
 - C. COUNCIL APPROVAL – Award of Contract for Fiber Optic Cable/IT Infrastructure for PD
8. **PUBLIC HEARING** – Receive Comments/Concerns and Approve an Ordinance to vacate a Portion of an Alley Located Behind 208 W. Duck Street – Jerry Bell, Jr. (*1st Reading*)
9. **PUBLIC HEARING** – Ordinance Amendment to Chapter 138 “Solicitors, Peddlers, Itinerant Merchants” Pertaining to the Application Process (*1st Reading*)
10. **PUBLIC HEARING** – Budget Amendment – Outstanding Purchase Orders (*1st Reading*)
11. **COUNCIL APPROVAL** – Ordinance Amendment to Chapter 158 - Joint Towing Board (*2nd Read*)
12. **COUNCIL APPROVAL** – Ordinance Amendment to Chapter 170 “Weeds/Debris” (*2nd Reading*)
13. **COUNCIL APPROVAL** – Ordinance Amendment to Chapter 66 - Tethering of Dogs (*2nd Reading*)
14. **COUNCIL APPOINTMENT** – Board of Architectural Review (BAR)

7A



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: November 27, 2017

Agenda Item: COUNCIL APPROVAL – Mutual Aid Agreement

Summary: Council is requested to direct the Town Manager and Town Attorney to sign (2) mutual aid agreements one with Municipal Electric Power Association of Virginia (MEPAV) Agreement for Emergency Assistance and the other American Public Power Association (APPA) Mutual Aid Agreement, as presented. *Note: The agreements allow the Town's Energy Services to receive mutual aid in the event of a natural disaster or an emergency that would affect the Town's electrical system; and allows staff to assist other localities in emergency situations.*

Budget/Funding: None

Attachments: Agreements

Meetings: Work Session held November 20, 2017

Staff

Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council direct the Town Manager and Town Attorney to sign mutual aid agreements with Municipal Electric Power Association of Virginia (MEPAV) Agreement for Emergency Assistance and American Public Power Association (APPA) Mutual Aid Agreement, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

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.

7B



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: November 27, 2017

Agenda Item: COUNCIL APPROVAL – Proclamation – “*Christkindlmarkt Day*”

Summary: Council has received a request from Maggie & Steve Sill hosts of Chirstkindlmarkt Front Royal seeking to proclaim Saturday, December 2, 2017 as “*Christkindlmarkt Day*” in the Town of Front Royal, as presented.

Budget/Funding: None

Attachments: Proclamation

Meetings: None

Staff

Recommendation: Approval ✓ Denial _____

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a Proclamation proclaiming Saturday, December 2, 2017 as “*Christkindlmarkt Day*” in the Town of Front Royal, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By:

Christkindlmarkt Day ~ Proclamation ~

WHEREAS, the event known as Christkindlmarkt Front Royal has been held in the town of Front Royal beginning in 2004; and,

WHEREAS, the event has been beneficial to the Town of Front Royal because of its popularity in attracting local residents and visitors to patronize the various vendors who have participated in said event; and,

WHEREAS, The event provides cultural and educational links to the Town of Front Royal's long history and German heritage; and,

WHEREAS, to the extent there is an influx of visitors and activities, the Town enjoys the possible financial benefits of having more people frequenting local establishments for the purposes of shopping for merchandise, eating at restaurants, lodging in local motels and inns, and visiting local landmarks and attractions; and,

AND NOW THEREFORE, the Mayor and Town Council of the Town of Front Royal, hereby proclaims Saturday, December 2nd, 2017 as "*Christkindlmarkt Day*" in the Town of Front Royal.



APPROVED:

Hollis L. Sharpe
Honorable Mayor



ATTEST:

Jennifer E. Berry
Clerk of Council

7C



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(C)

Meeting Date: November 27, 2017

Agenda Item: COUNCIL APPROVAL – Award for Fiber Optic Cable/IT Infrastructure for the New Police Department

Summary: Council is requested to approve an award to Syntax Communications, Inc in the amount of \$167,100 to provide fiber optic cable on the Town's electric poles in order to extend the Town's Metropolitan Area Network (MAN) to the new Police Department at \$47,100 and to provide a premise distribution system inside the building to support computer, phones and various IT related devices (not including switches) at \$120,000.

Budget/Funding: New Market Tax Credit Program

Attachments: Memorandum for the Purchasing Agent with Proposal

Meetings: None

Staff

Recommendation: Approval ✓ Denial

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve an award to Syntax Communications, Inc in the amount of \$167,100 to provide fiber optic cable on the Town's electric poles in order to extend the Town's Metropolitan Area Network (MAN) to the new Police Department at \$47,100 and to provide a premise distribution system inside the building to support computer, phones and various IT related devices (not including switches) at \$120,000.

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proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW



MEMORANDUM

Date: November 22, 2017

To: Tina Presley, Senior Administrative Assistant
Jennifer Berry, Clerk of Council

From: Cindy Hartman, Purchasing Agent

RE: Agenda Item

The Town of Front Royal entered into a contract, approved by Council during their January 25, 2016 regular meeting, with Syntax Communications, Inc., which is effective until February 1, 2019. The contract includes the design and installation of network cabling for new buildings, with work to be performed on a work order basis requiring a separate proposal for each work order. I have received two (2) proposals from Syntax related to the new Police Headquarters, based on that existing contract. Due to the dollar amount, these proposals require Town Council approval. Please add them to the November 27 Council agenda for their action.

Staff recommends and award be made to Syntax Communications, Inc. be awarded in the amount of \$167,100.00. This amount includes:

- \$47,100 to provide fiber optic cable on the Town's electric poles in order to extend the Town's Metropolitan Area Network (MAN) to the new Police Headquarters.
- \$120,000.00 to provide a premise distribution system inside the building to support computers, phones and various IT related devices. This dollar amount does not include the cost of switches. Once the design work is completed, a proposal for the switching equipment will be submitted for Council approval.

The funding for this work and equipment will be through the New Market Tax Credit Program.



Syntax Communications, Inc.
Your copper and fiber wiring specialist
Phone: 540-622-3609 Fax: 540-636-4224
987 Auburn Court Front Royal, VA 22630
syntax@syntaxcomm.com

Proposal

Version 1

Town of Front Royal

Phone:
Job Number: 170004
Date: 1/28/2017

Job Description:
New town PD OSP fiber

Thank you for the opportunity to allow Syntax Communications to provide a proposal for your company. This proposal will list exact items that will be completed by Syntax Communications, Inc. If you have questions about this proposal please give us a call.

A -Overview

The Town of Front Royal is in the process of building a new police department building. This proposal will provide fiber optic cable on Town electric poles to extend the Town's Metropolitan Area Network (MAN) to the new building.

B - Scope

The following tasks will be completed on this proposal:

- *Place ¼ EHS strand (41 new attachments) Pole #63C to new pole at Police Station approximately (5,000 feet).*
- *Place overhead guys (3).*
- *Place a new Corning 48 single mode OSP fiber from an existing splice case on Pole 62C1 to the new police station approximately (6,000 feet).*
- *Place a new Corning 6 single mode fiber aerial 1 span feeding the underground going to the substation approximately (200 feet).*
- *Place 2 inch riser guards (6).*
- *Re-enter splice closure at Pole 62C1 and splice (48 fibers).*
- *Place a new Coyote splice case at the substation cut in location along the aerial route feeding the new police station and splice 6 fibers.*
- *Place a (1) CCH-04U and (4) CCH-CP12-A9 LC duplex panel in the new Police Station.*
- *Place a (1) CCH-01U and (1) CCH-CP12-A9 LC duplex panel in the sub-station.*
- *Splice LC UniCam connectors (48) at the new Police Station and (6) at the sub-station.*
- *Provide labor and equipment to OTDR Test fibers from the New Administration bldg. to the new Police Station and substation.*

- Provide (1) set of test results and (1) redline drawing.

C - Assumptions

The following assumptions were made during compilation of this estimate:

1. Customer will provide access to work areas in a timely manner.
2. Work does not require permits.
3. The town will provide all pole line make-ready to make space for the new fiber optic cable. This will include electric rearrangements and pole replacements as well as coordinating with other utilities such as Comcast, Shentel and CenturyLink to complete their pole line make ready.
4. There is existing conduit from the riser pole to the substation.
5. The general contractor will install a useable conduit from the riser pole to the new police department building.

D - Pricing

Price for the cabling work outlined above will be \$47,100.00.

This proposal is valid for 60 days from the date submitted indicated at the top of this proposal.

Syntax communications is a full service communications company capable of providing turnkey voice and data networks. This proposal represents only the components that were requested. If there are other requirements please let us know and we will be happy to quote.

E - Payment schedule

Payment in full is required no greater than 30 days after the date on the invoice. A 1% per month finance charge will be added each month past the payment due date.

Approval

All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above this estimate. We may withdraw this proposal if not accepted within 30 days. Syntax will use care when removing and replacing ceiling tiles however tiles through age and heat can become brittle, with this in mind Syntax cannot be responsible for replacing broken ceiling tiles.

Authorized Contractors Signature: _____ **Date:** _____

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made 30 days after completion of work.

Authorized Customers Signature: _____ **Date:** _____

THANK YOU FOR YOUR BUSINESS



Syntax Communications, Inc.
Your copper and fiber wiring specialist
Phone: 540-622-3609 Fax: 540-636-4224
987 Auburn Court Front Royal, VA 22630
syntax@syntaxcomm.com

Proposal

Version 1

Town of Front Royal

Phone:
Job Number: 170005
Date: 1/28/2017

Job Description:
New Police Department

Thank you for the opportunity to allow Syntax Communications to provide a proposal for your company. This proposal will list exact items that will be completed by Syntax Communications, Inc. If you have questions about this proposal please give us a call.

A - Overview

The Town of Front Royal is in the process of building a new police department building. This proposal will provide a premise distribution system to support the computers, phones, and IT related devices. The pricing is derived from the Town of Front Royal IT contract.

B - Scope

Provide and install approximately 320 feet of cable tray in the ceiling per construction drawing submitted 1/23/2017. Cable tray will be Cablofil basket type tray.

Provide firestop cores in 40 walls.

Install a 12 strand single mode plenum rated cable from the main computer room in the main building to the intermediate distribution room in the support building. This will included providing the fiber patch panels, connector panels, and LC connectors.

Install one 25 pair cable from the main computer room wall to the distribution rack in the main computer room. This extend demark to the distribution rack and will provide analog lines for the faxes, alarm panels, elevators, and any other device that requires an analog phone line.

Install equipment racks, ladder racks, vertical and horizontal jumper managers, patch panels, ground bus, and UPS as shown on the Telephone Room drawings dated 1/17/2017. The UPS' will be Tripplite SMART2200RMXL2U with TLNETEM sensor and TLNETCARD network cards and additional battery modules.

Install 282 network drops to 141 locations per the construction drawings submitted 1/23/2017. Network cabling will be CAT6 CMP rated terminated on the CAT6 patch panel at the equipment end and on Ortronics CAT5e fog white jacks at the station locations (jacks are pictured on the right). Both jacks and patch panels will be terminated using the 568B pin out configuration.



Hardware is made by Ortronics which is one of the highest quality products on the market today. Cabling will be tested and all jacks, cables, and patch panels will be labeled.



Syntax Communications, Inc. is a certified Oasis Integrator allowing Syntax to provide a Berk Tec cabling and Ortronics hardware manufactures backed warranty on all installations.

Work includes installing 4 customer provided access points.

Install ten RG6 quad shield plenum rated cables to the TV location shown on the construction drawings sent 1/23/2017.

C - Assumptions

The following assumptions were made during compilation of this estimate:

1. Customer will provide access to work areas in a timely manner. Work will be completed Monday through Saturday between the hours of 8:00am to 8:00pm.
2. Space will be provided for an 8'x16' storage trailer.
3. Power will be provided as required for equipment during the construction phase.
4. Work does not require permits.
5. Customer will provide power to the new equipment.
6. The customer will provide a conduit required.
7. No AV equipment or cabling is included in this proposal.
8. No network switches, routers, computers, servers or other network devices are included in this proposal.
9. Assumes that existing switch ports are available at the Town administration building core switch to connect the fiber to the new building.
10. The town IT department will configure the new switches.
11. Conduit and associated support structure has been installed by the general contractor/designer as outlined in the installation specification dated 1/23/2017.
12. This proposal does not include any work for the building automation system (BAS), security system, camera system, or fire alarm system.

D - Pricing

Price for the cabling work outlined above will be \$120,000.00.

This quote is valid for 60 days from the date indicated at the top of the proposal.

Syntax communications is a full service communications company capable of providing turnkey voice and data networks. This proposal represents only the components that were requested. If there are other requirements please let us know and we will be happy to quote.

E - Payment schedule

Payment schedule will be as follows:

1. 35% will be required on receipt of first material delivery.
2. 35% will be required upon completion of cable installation (placement of CAT6 cable, no terminations)
3. 30% will be required upon completion of project.

Payment is required no greater than 30 days after the date on the invoices. A 1% per month finance charge will be added each month past the payment due date.

Approval

All materials are guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above this estimate. We may withdraw this proposal if not accepted within 30 days. Syntax will use care when removing and replacing ceiling tiles however tiles through age and heat can become brittle, with this in mind Syntax cannot be responsible for replacing broken ceiling tiles.

Authorized Contractors Signature: _____ Date: _____

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made 30 days after completion of work.

Authorized Customers Signature: _____ Date: _____

THANK YOU FOR YOUR BUSINESS

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 8

Meeting Date: November 27, 2017

Agenda Item: PUBLIC HEARING – Receive Comments/Concerns and Approve an Ordinance to Vacate a Portion of an Alley – 208 W. Duck St – Jerry Bell, Jr. (*1st R*)

Summary: Council is requested to receive comments and concerns from the public and affirm on its first reading an ordinance to conditionally vacate a portion of an alley located behind 208 W. Duck Street to Jerry Bell, Jr., as presented.

Budget/Funding: None

Attachments: Ordinance, Application, Viewing Committee Letter

Meetings: Work Session Closed Meeting held October 10, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an Ordinance to conditionally vacate a portion of an alley located behind 208 W. Duck Street to Jerry Bell, Jr., as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

**AN ORDINANCE TO CONDITIONALLY VACATE A PORTION OF THE
TOWN OF FRONT ROYAL'S RIGHT-OF-WAY FOR AN ALLEY NEAR
208 WEST DUCK STREET IN THE TOWN OF FRONT ROYAL, VIRGINIA.**

WHEREAS, the Town Council of the Town of Front Royal, Virginia, has received a request from Jerry Bell, Jr., who resides at 208 West Duck Street in said Town, to conditionally vacate a portion of the Town's unimproved, and unused by the public, alley located on the north side of his lot (**Tax Map # 20A114 11B**, street address 208 West Duck Street, Lot 5A-1 in said Town, as shown on that certain plat titled "Plat of Boundary Line Adjustment for Lot 5A-1, A Portion of Lots 5 and 6 of the Riverton Lots for Richard McCoy", dated September 5, 1991, prepared by Darry G. Merchant, L. L. S., which is of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Slide Book 160 at Page H, hereinafter referred to as the "Property"), in said Town, more particularly described as that portion of said alley which is located directly adjacent to and to the north of the Property, the portion to be vacated beginning on the West side of the Property and the boundary line of the parcel identified as **Tax Map # 20 A 114 11**, and terminating on the East side of the Property at the boundary line of the parcel identified as **Tax Map # 10A114 10**, each line of beginning and ending across said alley to be a straight line continuing from the West and East sides, respectively, of the Property across said alley as if the Property originally had been created longer in a north-south direction in the width of the alley, and such that, after said portion of said alley is vacated, the Property will now be directly be bounded to the north by the lot described as **Tax Map # 20A114 11C**, said portion of alley requested to be vacated to hereinafter referred to as "Part of Alley", said Part of Alley being approximately 97.79 feet long in an East-West length and approximately 25 feet wide in a North-South width.

WHEREAS, the said Jerry Bell, Jr., has further requested that the Town to convey the Part of Alley to him.

WHEREAS, the said Town Council and its Staff have investigated said requests and have found that the Part of Alley requested for vacation and conveyance is not used by the Town or its citizens for public rights-of-way, and contains no public Town utility easements or other public improvement; and

WHEREAS, pursuant to the Town's ordinance and standard procedures for said requests, and as required by Sections 15.2-2006, *et seq.*, and 15.2-2100, *et seq.*, of the Code of Virginia, 1950, a required \$100.00 application fee has been collected and paid into the Town's General Fund; letters of this proposed vacation have heretofore been sent to property owners who are effected by the proposed vacation and conveyance; the Town Manager and the aforesaid applicant have reached a price for the Part of Alley to be conveyed; and the Town has appointed a Viewer's Committee who have personally reviewed the area to be vacated and conveyed and who have filed a written Report with the Town recommending the vacation and conveyance; and, after conducting a duly advertised Public Hearing on the said vacation and conveyance, Town Council now finds it appropriate and in the best

interests of the Town to adopt this Ordinance and to hereby vacate and convey the Part of Alley to the said Jerry Bell, Jr., upon the terms and conditions hereinafter specified.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of Front Royal, Virginia, that the following portion of the Town's unimproved, and unused by the public, alley, being the Part of Alley aforesaid, more particularly described as located on the north side of his lot (**Tax Map # 20A114 11B**, street address 208 West Duck Street, Lot 5A-1 in said Town, as shown on that certain plat titled "Plat of Boundary Line Adjustment for Lot 5A-1, A Portion of Lots 5 and 6 of the Riverton Lots for Richard McCoy", dated September 5, 1991, prepared by Darry G. Merchant, L. L. S., which is of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Slide Book 160 at Page H, hereinafter referred to as the "Property"), in said Town, more particularly described as that portion of said alley which is located directly adjacent to and to the north of the Property, the portion to be vacated beginning on the West side of the Property and the boundary line of the parcel identified as **Tax Map # 20 A 114 11**, and terminating on the East side of the Property at the boundary line of the parcel identified as **Tax Map # 10A114 10**, each line of beginning and ending across said alley to be a straight line continuing from the West and East sides, respectively, of the Property across said alley as if the Property originally had been created longer in a north-south direction in the width of the alley, and such that, after said portion of said alley is vacated, the Property will now be directly be bounded to the north by the lot described as **Tax Map # 20A114 11C** (hereinafter referred to as "Part of Alley"), said Part of Alley being approximately 97.79 feet long in an East-West length and approximately 25 feet wide in a North-South width.

Are hereby conditionally vacated, on conditions and terms hereinafter described, and when said terms and conditions are satisfied, said Part of Alley will be unconditionally conveyed to the said Jerry Bell, Jr.

AND BE IT, FURTHER, ORDAINED AND ENACTED that this vacation is conditioned upon the said Jerry Bell, Jr. obtaining a plat and survey of the Part of Alley, said plat and survey to be prepared by a licensed Virginia Land Surveyor, said plat of survey to be obtained at the expense of Jerry Bell, Jr., and the recordation thereof at the expense of the Jerry Bell, Jr., and to be filed in the land records of the Circuit Court of Warren County, Virginia; and the Town Manager and Town surveyor shall, if appropriate, sign and thereby approve the aforesaid plat of survey, and that the Town Attorney shall forthwith prepare a good and sufficient Special Warranty Deed for the Part of Alley, to be signed on behalf of the Town Council by the Mayor, with the Town's Official Seal to be thereunto affixed and attested to by the Clerk of Town Council, and with a copy of the said approved plat of survey to be a part thereof, as well as an attested copy of this Ordinance, and that the said Town Attorney shall further, upon receipt of payment in the amount of Two Thousand Five Dollars (\$2,500.00), plus the costs to advertise the Public Hearing, deliver the deed for the Part of Alley;

Upon vacation and conveyance of the Part of Alley, the Part of Alley so vacated and conveyed hereby will become an integral part of said Property (Lot 5A-1) for all purposes and shall not be conveyed separately from the Property and shall not be a separate building lot.

AND BE IT, FURTHER, ORDAINED AND ENACTED that, if the aforesaid plat and survey and said sums are not delivered to the Town Attorney within one (1) year from the date of the adoption of this Conditional Ordinance by the said Jerry Bell, Jr., he shall report same to this Council, and this Conditional Ordinance shall be void.

Upon payment of said sum and recordation of said deed and plat and this Conditional Ordinance, the conditions to this Ordinance shall expire, and this Ordinance and conveyance shall thereupon become Unconditional.

This Ordinance shall be effective upon passage.

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on _____, 2017, upon the following recorded vote:

APPROVED:

Hollis L. Tharpe, Mayor

Town Council Members:

John P. Connolly _____	Gary Gillispie _____
Jacob Meza _____	William A. Sealock _____
Christopher Morrison _____	Eugene R. Tewalt _____

Attest:

Jennifer E. Berry, CMC, Clerk of Council

Approved as to form:

_____ Douglas W. Napier, Town Attorney	_____ Date
--	---------------

A public hearing on the above was held on _____, 2017, having been advertised in the Northern Virginia Daily on _____ and _____, 2017. The Ordinance was enacted at the regular meeting of the Town Council held _____, 2017

planning



TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & ZONING
Memorandum

To: Joe Waltz, Interim Town Manager
From: Jeremy F. Camp, Planning & Zoning Director
Date: August 10, 2017
Re: Review Comments – Jerry Bell, Jr. Alley Vacation Request

Applicant: Jerry A. Bell, Jr. (206 W. Duck Street) (703-946-5226)

General Request: Vacation of public right-of-way, that includes the end portion of a 25-foot wide alley.



Location: The applicant's property at 208 W. Duck Street (TM#20A114 11C) is located along the north side of W. Duck street between the intersections with Rugby Street and Forest Hill Drive. The subject alley is located immediately behind 208 W. Duck Street. The property, and adjoining properties, are zoned R-2 District.

Specific Requests: The applicant has requested that the Town vacate the western portion of the alley behind 208 W. Duck Street. The applicant owns TM#20A114 11B, located to the south of the alley. The applicant also owns parcel TM#20A114 11C, located north of the alley. The applicant is making the request because the applicant owns accessory structures that were placed within the alley.

Planning & Zoning Review Comments:

- The alley includes no public improvements.
- The applicant desires the vacation to correct a setback and encroachment issue with accessory buildings located within the alley.
- The applicant claims that the deceased Mr. Bell constructed the buildings many years ago, and the presence of the alley was unknown.
- No record of a zoning permit or building permit is on record for these buildings.
- The only public purpose for the alley would appear to be if there was ever a need to extend Rugby Street (located to the east). However, there are no plans to do this, and the alley is not wide enough to accommodate a future public street.
- A survey is needed and should be completed by the Applicant pursuant to Town Policy.
- Staff would note that the applicant's property to the north is effectively land locked, other than the unimproved 25' alley, and another unimproved public right-of-way along the railroad that is 33' wide. If the applicant's property to the north (parcel 11C) consists of two lots, as illustrated on the surveys, then the applicant should consolidate at least the eastern lot into her house lot.
- Below is a map and list of adjoining properties that should be notified. A mailing list of the mailing addresses for the property owners, as based on the Warren County real estate records, is provided.



Adjacent Property Owners:

Guildfield Baptist Church
230 W. Duck Street
Front Royal, VA 22630

Page K. Henson, Jr.
180 W. Duck Street
Front Royal, VA 22630

COMM of Virginia Dept. of Highways
260 W. Duck Street
Front Royal, VA 22630

Alice M. Henson
180 W. Duck Street
Front Royal, VA 22630

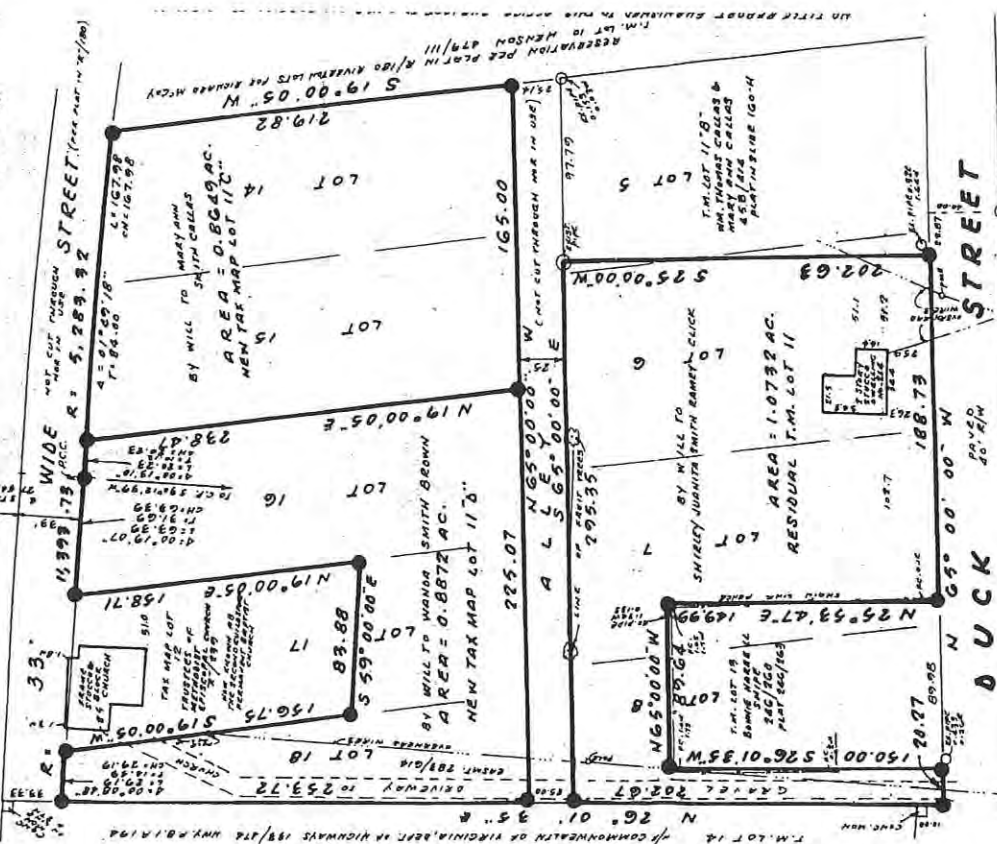
Sandi Tharpe
J/Knave Walters S Sr.
228 W. Duck Street
Front Royal, VA 22630

Karl G. Schryer
226 W. Duck Street
Front Royal, VA 22630

Lee Franklin Knight
220 W. Duck Street
Front Royal, VA 22630

Michael W. Peters
214 W. Duck Street
Front Royal, VA 22630

NORFOLK - SOUTHERN R. R.

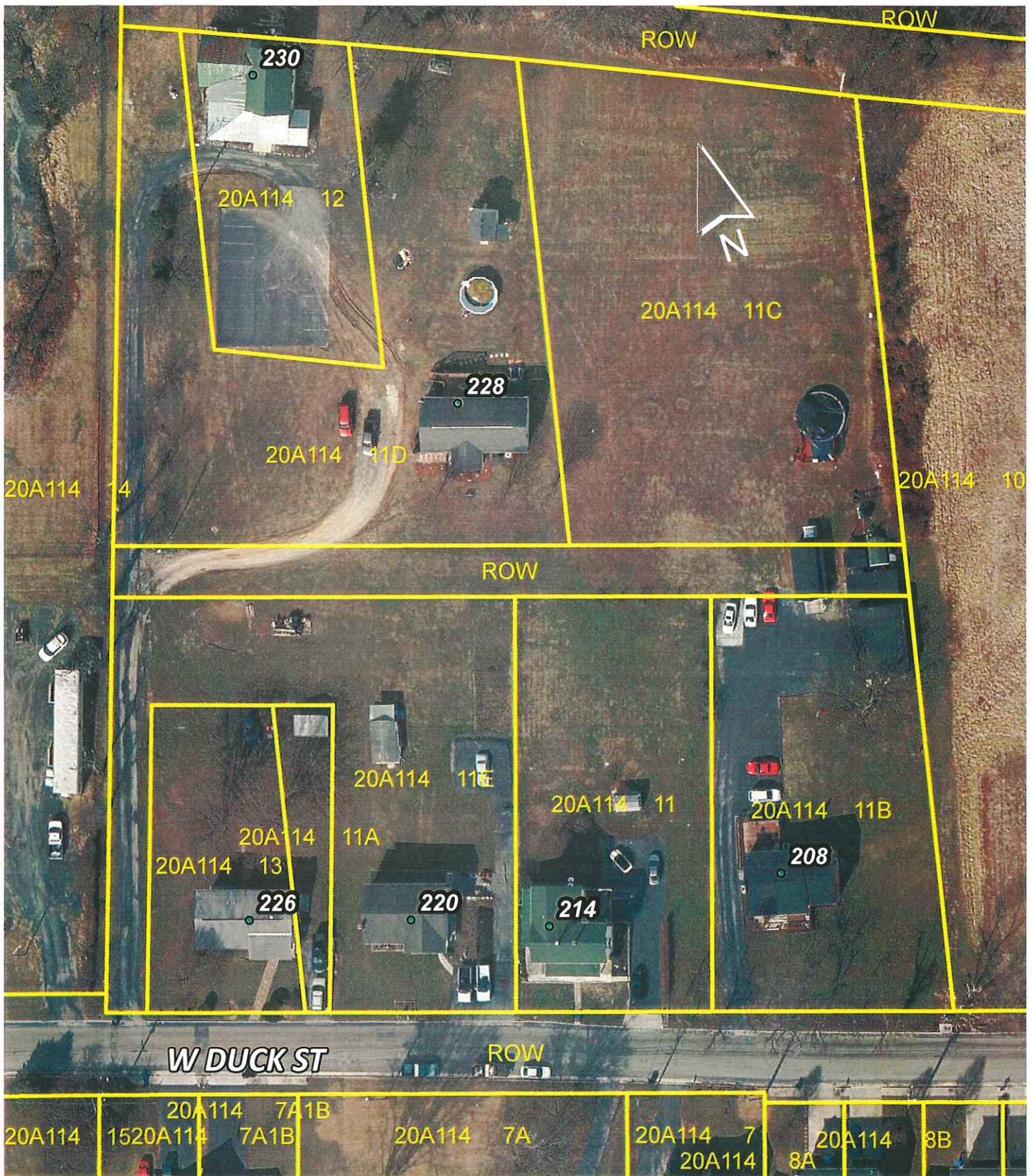


NOTE: NO APPROVAL WAS NECESSARY SINCE THE SURVEYED BATTERY NEW TAIL MAP LOTS 11, 12 & 13, WERE ALONG EXISTING LINES OF THE PLAT OF RIVERVIEW LOTS FOR RICHARD MCDONALD IN 1871. THE RESIDUAL OF THE MAP LOT 11 IS ALL THE LAND LEFT FROM THE NORTH SIDE OF DUCK ST. TO THE SOUTH SIDE OF THE ALLEY. (AN WIDTH WAS GIVEN ON THE PLAT IN 1871/80 AS THE ALLEY, IT WAS HELD AS 25 WIDE.)

SURVEY & DIVISION OF THE ESTATE OF
DORA ELLEN THARPE SMITH
WILL RECORDED IN INSTR. #9700040
NORTH RIVER MAGISTERIAL DISTRICT
TOWN OF FRONT ROYAL, VA.

prepared by
JOSEPH C. BROGAN, JR.,
PROFESSIONAL LAND SURVEYOR
P.O. BOX 1576, FRONT ROYAL, VA. 22630
540-655-5657
APRIL 1, 1997





AUGUST 2017



D.G. Merchant, Cartographer

Legend

Property Lines

0 37.5 75 150 Feet

AERIAL MAP

W. DUCK STREET

TOWN OF FRONT ROYAL, VIRGINIA

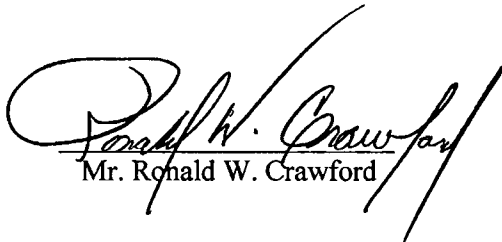
To: Front Royal Town Council
From: Viewing Committee
RE: Vacation of Right-of-Way Request – Jerry Bell, Jr.
Date: October 3, 2017

The Town of Front Royal has received an "Application for Vacation of Streets and Alleys", dated 7/24/17 from Jerry Bell, Jr., 208 W. Duck Street, Front Royal, Virginia 22630 seeking the vacation of an alley (approximately 97.79' x 25') located behind his residence at 208 W. Duck Street.

The alley contains no public improvements.

No adjacent property owners have objected to the vacation.

In our opinion, vacation of this alley would pose no harm to the adjacent property owners. Accordingly, we recommend approval of this request.


Mr. Ronald W. Crawford


Mr. Staige F. Miller, Jr.


Mr. Robert R. North

APPLICATION FOR VACATION OF STREETS AND ALLEYS

(Please see the attached Procedures before submitting the Application)

NAME Jerry Bell Jr.

ADDRESS 208 West Duck St. PHONE 703-946-5226

Reason for vacation request: to consolidate our two
properties

Please specify the portion of the street or alley to be vacated *

the alley directly attached to lot # 11B &
11 C (97.79 ft.)

List all names and addresses of adjacent property owners:

Jeanie Tharpe - 208 W. Duck St.
Wesley Bell - 214 West Duck St Michael Peters

*This application must be accompanied by a copy of a plat showing the dedicated street/alley to be vacated.

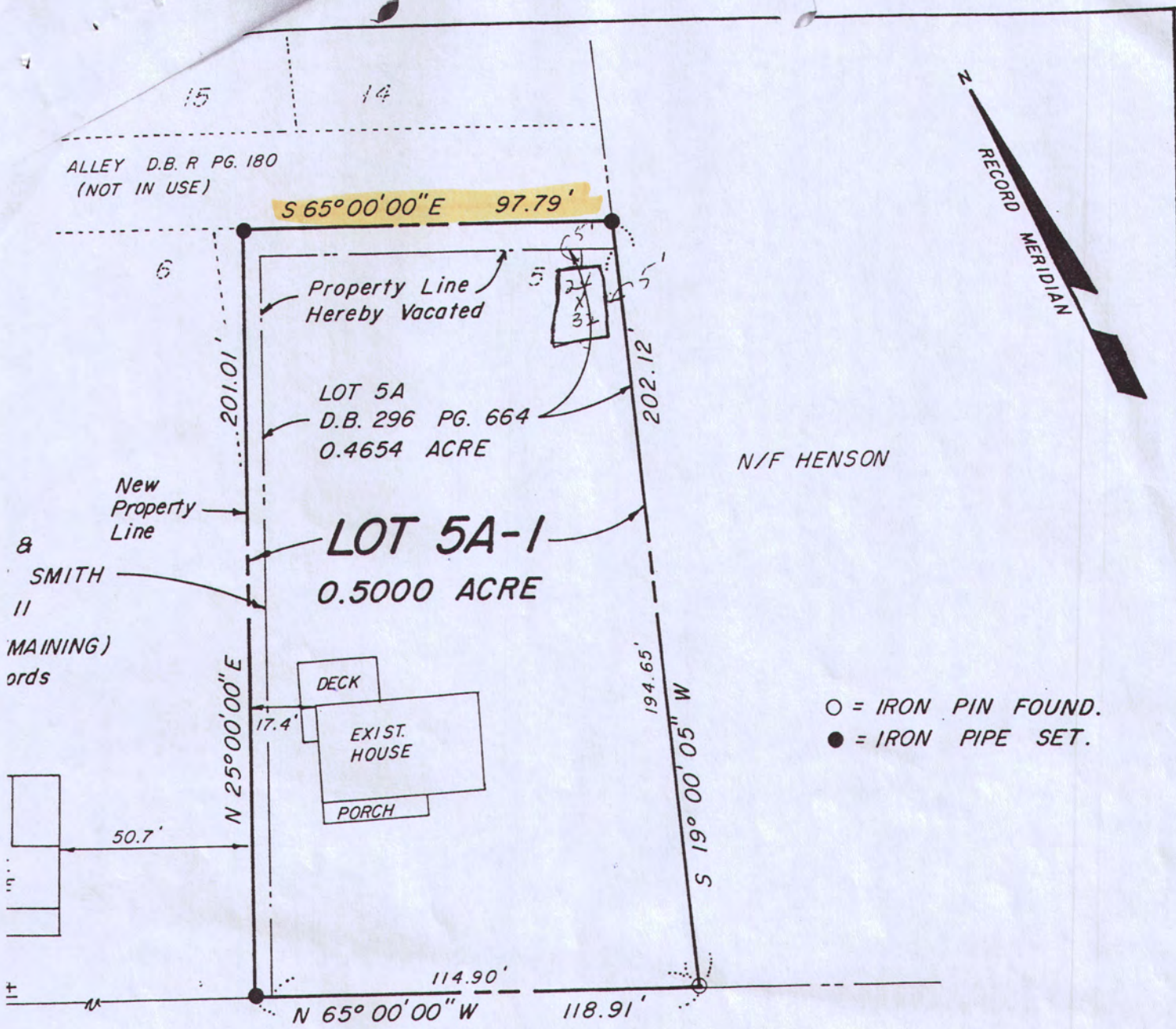
I have read, understand and will comply with all the specified regulations set forth in Vacation of Streets and Alley Procedures.

Signed Jerry Bell Jr.

Date 7/24/17

Return to: Town Manager
P.O. Box 1560
Front Royal, Virginia 22630

pd. 100.00 cash
8/1/17



DUCK STREET

ground; that
and belief;

40' WIDE

PLAT OF BOUNDARY LINE ADJUSTMENT

LOT 5A-1

A PORTION OF LOTS 5 AND 6 OF THE
RIVERTON LOTS FOR RICHARD McCOY

TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

DATE: 5 SEPTEMBER 1991

SCALE: 1" = 40'

DWG. NO. BM-77

(http://warrencountyva.net/)



JERRY

703-613-3530

JERRYABELLO@gmail.com



99-3146

2015

230

228

DO_N17_5062_33NE

226

220

214

208

W DUCK ST

180

221

219

211

205

203

195

193

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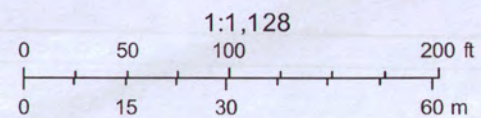
148

155

DO_N17_5062_32SE



June 22, 2017



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

9



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 9

Meeting Date: November 27, 2017

Agenda Item: PUBLIC HEARING – Ordinance Amendment to Chapter 138 “*Solicitors, Peddlers, Itinerant Merchants*” Pertaining to the Application Process (*1st Reading*)

Summary: Council is requested to affirm on its first reading an ordinance to amend Chapter 139 “Solicitors, Peddlers, Itinerant Merchants” to streamline the application process and satisfy the Town customer service goals. Since Council reviewed the proposed amendments at their November 6, 2017 Work Session staff learned that food trucks (itinerant merchants and peddlers) are not allowed to operate at the hospital because it is located within the R-3 Zoning District. In light of appearing more business friendly for food trucks staff is suggesting adding “hospital” as a place of sale under Town Code 138-8 (138-9 in draft amendment; highlighted in green on page 8). Other amendments noted as presented.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held November 6, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an ordinance to amend Chapter 139 “Solicitors, Peddlers, Itinerant Merchants”, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 138
PERTAINING TO PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS**

WHEREAS, Chapter 138 was amended in its entirety March 14, 2016 to not only expand the use of food trucks but specifically define and regulate the sales of Peddlers, Solicitors and Itinerant Merchants; and

WHEREAS, since March 2016 Town Staff has encountered issues with the permitting process that interferes with streamlining permits to satisfy the Town's customer service goals; and,

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Front Royal, Virginia, that Chapter 138 of the Front Royal Town Code is hereby amended as follows and is effective January 1, 2018:

Chapter 138

PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS

138-1 PERMIT REQUIRED

To promote the safety of residents, it shall be unlawful for any person to engage in the business of a **Peddler, Itinerant Merchant, or Commercial Solicitor** ~~peddling, itinerant merchandising, or soliciting~~ as defined in this Chapter, within the limits of Front Royal, Virginia, without first obtaining a permit as provided herein. Issuance of a permit does not relieve an individual from obtaining a business license (Town Code Chapter 98) from the Town's Finance Department prior to engaging in operation **of** ~~in the business. of peddling, itinerant merchandising, or soliciting.~~

138-2 DEFINITIONS

ITINERANT MERCHANT - One who offers merchandise, goods, food or services for sale or barter from a stationary but temporary site within the Town.

PEDDLER - One who moves from place to place within the Town and offers merchandise, goods, food or services for sale or barter at no definite place of business.

STREET; ROAD - A public thoroughfare, except an alley, driveway or parking area, which affords vehicular traffic circulation and principal means of access to abutting property.

TOWN- Front Royal, Virginia.

TOWN MANAGER - The Town Manager of Front Royal, Virginia or their designated agent.

SOLICITOR (Commercial Solicitor) - Any person, whether a principal, agent, or salesman, who engages in transient business by going from residence to residence for the purpose of taking orders or offering to take orders for the sale of goods, wares, or merchandise or taking orders for services

to be performed in the future. A commercial solicitor shall not carry goods, ware, or merchandise except for display purposes only, and shall not sell items directly.

VEHICLE- Every device in, upon or by which any person or property is or may be transported or drawn including any wheeled conveyance.

138-3 PERMIT APPLICATION

A. Applicants for permits under this Chapter must file with the **Town's Planning and Zoning Department** Town Manager a sworn application in writing on a form to be furnished by the Town. which shall give the following information:

1. ~~Name, date of birth, social security number (optional), contact phone number, address and email address.~~
2. ~~Address.~~
3. ~~A brief description of the nature of the business and the goods to be sold.~~
4. ~~Driver's License Number or State ID Number. (Additional information required for non-exempt applications)~~
5. ~~If employed, the name and address of the employer, federal employment identification number (optional), together with a written employment contract or other written document from the employer establishing the exact relationship.~~
6. ~~The location and the length of time during the current year when the peddling or itinerant merchandising will take place in the Town.~~
7. ~~Name and address of Virginia registered agent, if there is a registered agent for the business.~~
8. ~~If a vehicle is to be used, a description of the same, together with the license number or other means of identification.~~
9. ~~Proof of Virginia retail sales tax registration and the retail sales tax number issued, if applicable.~~
10. ~~Proof of approval by the Virginia Department of Health for sale of food products.~~
11. ~~The finger and thumb prints of the applicant shall be taken at the time of application, will apply only to solicitors.~~
12. ~~The names and contact phone numbers of at least two (2) persons who will certify as to the applicant's good character and business responsibility, or in lieu of the names of references, any other available evidence as to the good character and business responsibility of the~~

~~applicant as will enable an investigator to promptly evaluate such character and business responsibility.~~

~~13.A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation, the nature of the offense and the penalty affixed therefor.~~

~~13. The application shall provide a two (2) recent front facing passport size photographs which accurately depicts the applicant's appearance at the time of application.~~

B. At the time of filing of the application for permit, a fee of twenty dollars (\$20.00) shall be paid to the Town Manager, to cover the cost of investigation and processing of the application. There shall be no fee **for those who are deemed exempt as defined in 138-4.** ~~an exemption application.~~

C. At the time of filing, the applicant ~~application shall provide a two (2) recent front facing passport size photograph which accurately depicts the applicant's appearance at the time of application.~~

D. A background check will be performed on all applicants for Commercial Solicitor's permits by local law enforcement.

E. All Peddlers and Itinerant Merchants **applicants** shall obtain approval from the **Town's** Department of Planning and Zoning prior to selling from private property. Approval shall be based upon submittal of a plat, site plan, or sketch plan identifying the location of the property on which the activity is to be conducted and showing the location of the structure from which the sale or exchange activity will occur, the area under the control of such person, parking spaces and provisions for well-defined vehicular entrances and exits. ~~Such application shall state the name, address and telephone number of the person or persons conducting the activity, the days and hours of operation, and shall include evidence of the property owner's permission to use the property, as required above, as well as a copy of the approved plat or site plan. A copy of the permit issued by the Town Manager or the designee as well as a copy of the approved plat, site plan, or sketch plan and the written permission of the property owner shall be kept at the site of the activity.~~

138-3.1 4 QUALIFYING FOR AN EXEMPTION FROM PERMIT REQUIREMENTS

A. The following shall be exempt from the permit application fee ~~requirements~~ but shall be required to **submit a permit application** and comply with ~~Sections 7, 8, 9, and 10 of this Chapter:~~

- ~~1. Persons selling fresh farm products or family supplies in accordance with Virginia Code Section 58.1-3717;~~ **Persons selling farm or domestic products or nursery products, ornamental or otherwise, or for the planting of nursery products, as an incident to the sale thereof, outside of the regular market houses and sheds of the Town, provided such products are grown or produced by the person offering them for sale; and peddlers at wholesale or to those who sell or offer for sale in person or by their employees, ice, wood, charcoal, meats, milk, butter, eggs, poultry, game, vegetables, fruits or other family supplies of a**

perishable nature or farm products grown or produced by them and not purchased by them for sale. A dairyman who uses upon the streets of the Town in one or more vehicles may sell and deliver from his vehicles, milk, butter, cream and eggs in Town without procuring a peddler's license.

2. Persons selling newspapers;
 3. Persons selling for wholesale concerns who only solicit orders from or sell to retail dealers in Front Royal for resale or other commercial purposes or to manufacturers for manufacturing or other commercial purposes;
 4. Wholesalers soliciting orders or selling to others for retail, resale, or upon manufacturers for manufacturing and selling at wholesale at place of manufacture;
 5. Children of or under the age of 16, except when they are acting as agents of adults covered by this article;
 6. Delivery of food or merchandise ordered by phone, internet, or mail from a fixed place of business issued a business license for operation;
 7. Merchants selling food and merchandise during a Special Event that has been issued permit by the Town; and
 8. Tax exempt civic, charitable, government or educational organizations. ~~receiving a waiver of this Chapter by the Town Manager.~~
- B. All persons qualifying for exemptions from this Section must present proof of such qualification ~~to the Town Manager upon completion of application and be granted exemption from the permit requirements of this Chapter as provided in Section 138-3.1.~~

~~138-3.2 APPLICATION FOR PERMIT OR EXEMPTION~~

~~A. Applicants for permits under this Chapter must file with the Town Manager a sworn application in writing on a form to be furnished by the Town, which shall give the following information:~~

~~14 Name, date of birth, social security number (optional), contact phone number, and email address.~~

~~15 Address.~~

~~16 A brief description of the nature of the business and the goods to be sold.~~

~~17 Driver's License Number or State ID Number. (Additional information required for non-exempt applications)~~

~~5. If employed, the name and address of the employer, federal employment identification number (optional), together with a written employment contract or other written document from the employer establishing the exact relationship.~~

- ~~6. The location and the length of time during the current year when the peddling or itinerant merchandising will take place in the Town.~~
 - ~~7. Name and address of Virginia registered agent, if there is a registered agent for the business.~~
 - ~~8. If a vehicle is to be used, a description of the same, together with the license number or other means of identification.~~
 - ~~9. Proof of Virginia retail sales tax registration and the retail sales tax number issued, if applicable.~~
 - ~~10. Proof of approval by the Virginia Department of Health for sale of food products.~~
 - ~~11. The finger and thumb prints of the applicant shall be taken at the time of application, will apply only to solicitors.~~
 - ~~1. The names and contact phone numbers of at least two (2) persons who will certify as to the applicant's good character and business responsibility, or in lieu of the names of references, any other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to promptly evaluate such character and business responsibility.~~
 - ~~2. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation, the nature of the offense and the penalty affixed therefor.~~
 - ~~12. The application shall provide two (2) recent front facing passport size photographs which accurately depict the applicant's appearance at the time of application.~~
- ~~B. At the time of filing of the application for permit, a fee of twenty dollars (\$20.00) shall be paid to the Town Manager, to cover the cost of investigation and processing of the application. There shall be no fee for an exemption application.~~

138-4 **5 INVESTIGATION AND ISSUANCE OF PERMITS**

Upon receipt of such **completed** application **and required background check**, the original shall be referred to the Town Manager, who shall make an investigation of the applicant's business responsibility and character. the Town Manager **or his designee** shall endorse on the application their approval, execute a permit addressed to the applicant for the carrying on of the business applied for **and submit executed permit to the Town's Finance Department for payment of business license tax as defined in Chapter 98 of the Town Code.** and deliver to the applicant their permit. Such permit shall contain the signature of the issuing officer and shall show the name, address and photograph of said applicant, the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative, as well as the permit number and other identifying description of any vehicle used in such peddling or itinerant merchandising. The Finance Department Town Manager shall keep a permanent record of all permits issued.

~~A. Unless the Town Manager determines otherwise After completion of an investigation, the Town Manager will issue the applicant a~~ **Permits** shall be **approved or denied** ~~issued within thirty (30)~~ **ten (10) business** days following the date of the filing of the application.

~~B. After investigation and finding that the health, safety, and welfare of the public so demands, the Town Manager may refuse to issue a permit to an applicant for reasons including, but not limited to, the following:~~

- ~~1. Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia) within the five (5) years immediately preceding the date of filing of the application.~~
- ~~2. Fraud, misrepresentation or intentional false statement of material or relevant facts contained in the application.~~
- ~~3. Lack of necessary permits or licenses to conduct the business proposed to be conducted.~~

~~C. The Town Manager shall endorse on the application their approval, execute a permit addressed to the applicant for the carrying on of the business applied for and deliver to the applicant their permit. Such permit shall contain the signature of the issuing officer and shall show the name, address and photograph of said applicant, the kind of goods to be sold thereunder, the date of issuance and the length of time the same shall be operative, as well as the permit number and other identifying description of any vehicle used in such peddling or itinerant merchandising. The Finance Department Town Manager shall keep a permanent record of all permits issued.~~

~~D. In determining whether the applicant's character and business responsibility is satisfactory, the Town Manager, or their designated agent, shall consider evidence revealed by the investigation which shows honesty, reliability, and knowledge of the business to be engaged in. A permit shall be denied or revoked if the applicant is shown to be guilty of moral turpitude. In the event the results of the initial investigation are unclear as to the nature of the applicant's character and business responsibility, an additional investigation of the applicant shall be made.~~

138-5-6 TRANSFER

No permit or ~~exemption letter~~ issued under the provisions of this Chapter shall be used by any person other than the one to whom it was issued.

138-6-7 RENEWAL

All permits issued under the provisions of this Chapter shall be valid ~~from the date issued and shall expire on December 31 of the year of issuance regardless of the date issued. The holder of any permit may seek renewal thereof upon the filing of a written renewal application. The renewal application shall reflect any information changed from the previous year's application and it shall be approved upon verification by the Town Manager that the applicant for renewal has complied with the laws of the Commonwealth.~~ **for the calendar year they are issued, beginning from the date of issuance, and expiring on December 31 of each calendar year. Permits shall be renewed for subsequent calendar years, without the requirement for a new permit application, if the applicant files to renew their business license with the Department of**

Finance by March 1 of the calendar year, and submits written verification that there are no changes from the previous year's application. A new permit application shall be required if there are changes from the previous year's application, or if the filing of a renewal occurs after March 1 of the calendar year.

~~138-7-8~~ — ~~PEDDLING AND ITINERANT MERCHANDISING~~ RESTRICTIONS

No Peddler, **Commercial Solicitor** or Itinerant Merchant shall have any exclusive right to any location on public property, nor shall he or she:

- A. be permitted a stationary location on any public sidewalk or street;
- B. display any sign on a street, sidewalk, or other public place visible to vehicular traffic, except for signs that are actually imprinted on the exterior body of a licensed motor vehicle;
- C. make any sale or delivery to any person while such person is located in the **street, as defined in 138-2** roadway;
- D. make any sale, offer or delivery to any driver or passenger in a motor vehicle while the motor vehicle is stopped at a red light or while in a moving traffic lane;
- E. conduct business from any street or center median strip of any street;
- F. restrict access to any legally parked vehicle;
- G. operate in any other way that would restrict the flow of pedestrian or vehicular traffic;
- H. conduct any business on any private or public property, street, or sidewalk between the hours of 10:00 pm and 6:00 am except if operating through a Special Events Permit issued by the Town
- I. leave a vehicles **and/or equipment** overnight at the approved location. All **vehicles and equipment must be removed from the site by the end of the business day, unless prior approval from the property owner has been received and submitted to the Town Manager or his designee for verification, excluding those permitted at the Flea Market as specified in Chapter 98-46.**
- J. leave any cart or table unattended on any public property, street, or sidewalk;
- K. shall provide receptacles for the disposal of waste materials or other litter created in the immediate area of any stationary location from which sales, offers of sales or deliveries are taking place, and they shall request customers to place all waste and litter in the receptacles and they shall remove and dispose of the waste materials and litter.

~~138-8-9~~ PLACE OF SALE – PEDDLER AND ITINERANT MERCHANTS

- A. All Peddlers and Itinerant Merchants may only be located **at a hospital, locations approved by Special Event Permit, or** in the areas designated by the Town's Zoning Map as C-1,

Community Business District, C-2, Downtown Business District, or the Mixed-Use Campus District, **unless approved by Special Event Permit.**

- B. It shall be unlawful for any **Peddler or** Itinerant Merchants to occupy or partially occupy while selling, or sell from, the private property of another without written permission of the private property owner.
- C. ~~All itinerant merchants shall obtain approval from the Department of Planning & Zoning prior to selling from private property. Approval shall be based upon submittal of a plat, site plan, or sketch plan identifying the location of the property on which the activity is to be conducted and showing the location of the structure from which the sale or exchange activity will occur, the area under the control of such person, parking spaces and provisions for well defined vehicular entrances and exits. Such application shall state the name, address and telephone number of the person or persons conducting the activity, the days and hours of operation, and shall include evidence of the property owner's permission to use the property, as required above, as well as a copy of the approved plat or site plan. A copy of the permit issued by the Town Manager or the designee as well as a copy of the approved plat, site plan, or sketch plan and the written permission of the property owner shall be kept at the site of the activity.~~

138-9 ~~10~~ RESIDENCE DOOR-TO-DOOR ~~SALES HOURS COMMERCIAL SOLICITORS (COMMERCIAL)~~

Door-to-door sales shall only take place between the hours of 9:00 a.m. and 8:00 p.m.

Regardless of whether or not a permit and business license has been issued, no person shall enter in or upon any house, building or private property of any type without the prior express consent of the owner or occupant thereof, where there is placed or posted on the premises in a conspicuous position at or near the usual means of ingress a sign or other form of notice stating or indicating that the owner or occupant thereof forbids or otherwise does not desire persons in solicitation or selling to enter upon the premises.

138-10 ~~11~~ EXHIBITION OF PERMIT/BUSINESS LICENSE** ~~OR EXEMPTION LETTER~~**

Peddlers, ~~or~~ Itinerant Merchants **and Commercial Solicitors** are required to conspicuously display their permit/**business license** at their vehicles or temporary stands or if they have none, to exhibit their permit/**business license** ~~or exemption letter~~ upon request.

138-11 ~~12~~ RECORDS

The **Town's Finance Department** ~~Town Manager~~ shall maintain a record for each permit **and business license issued**, and record the reports of violation thereon.

138-12 ~~13~~ REVOCATION OF PERMIT

- A. Permits issued under the provision of this Chapter may be revoked by the Town Manager after notice and hearing for any of the following causes:

- ~~1. Fraud, misrepresentation or intentional false statement contained in the application for permit.~~ Fraud, misrepresentation or intentional false statement of material or relevant facts contained in the application.
 - ~~2. Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia).~~ Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia) within the five (5) years immediately preceding the date of filing of the application.
 3. Conviction of any crime involving fraud in the conduct of his or her business.
 4. Permit holder ~~operates their peddling or itinerant merchandising that~~ creates a public safety hazard as identified by Fire Marshal, Chief of Police, or their designee **or any authoritative body that has legal regulatory oversight over warrants public safety.**
 - ~~5. Any violation of this Chapter or Chapter 110 of the Front Royal Code.~~
- B. Notice of the hearing for revocation of a permit shall be given in writing, setting forth specifically the grounds of the revocation and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the permit holder at their last known address at least five (5) days prior to the date set for hearing. Failure to appear for a hearing does not preclude permit revocation.
- ~~After investigation and finding that the health, safety, and welfare of the public so demands, the Town Manager may refuse to issue a permit to an applicant for reasons including, but not limited to, the following:~~
- ~~1. Conviction of any felony or crime of moral turpitude (including, by way of illustration and not limitation, crimes of sexual misconduct and distribution of controlled substances or paraphernalia) within the five (5) years immediately preceding the date of filing of the application.~~
 - ~~2. Fraud, misrepresentation or intentional false statement of material or relevant facts contained in the application.~~
 - ~~3. Lack of necessary permits or licenses to conduct the business proposed to be conducted.~~

138-13 14 APPEAL OF DENIAL OR REVOCATION OF PERMIT

- A. Any person aggrieved by the action of the Town Manager, or the designated agent, in the denial of an application for a permit or in the decision with reference to the revocation of a permit shall have the right of appeal. Such appeal shall be taken by filing with the Clerk of the Town Council within ten (10) days after the notice of action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds of appeal.
- B. The Clerk of the Town Council shall notify the Town Manager of the filing of an appeal.

- C. Upon filing an appeal, the party aggrieved shall be entitled to a hearing by the Town Council. The time and place of the hearing shall be scheduled by the Clerk of Council at any time after the filing of an appeal upon notice by the Clerk of Council mailed to the party to the action at the address required to be stated by the appellant at the time of the filing of the appeal. Such appeals may be continued by the Town Council.
- D. The party shall have the right to present their case in person or by counsel licensed to practice law in the Commonwealth of Virginia.
- E. The Town Council shall consider the case record as well as statements offered by an interested party and shall determine whether the Town Manager abused their discretion under the rules and standards set forth in this Chapter. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence in civil actions.

138-14 15 LICENSE TAX

The License Tax for activities defined in this Chapter shall be provided in the following Chapters:

- A. Peddlers & Itinerant Merchants – Chapter 98-61
- B. Commercial Solicitors – Chapter 98-45

138-15 16 PENALTY FOR VIOLATION OF CHAPTER

Any person violating any provision of this Chapter or shall be guilty of a Class 1 Misdemeanor with penalties specified in Town Code Chapter 1-15.

138-16 17 SEVERANCE CLAUSE

The provisions of this Chapter are hereby declared to be severable, and if any section, sentence, clause or phrase of this Chapter shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Chapter, but they shall remain in effect, it being the legislative intent that this Chapter shall stand, notwithstanding the invalidity of any part.

This ordinance shall become effective upon passage.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2017, upon the following recorded vote:

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

A public hearing on the above was held on _____, 2017, having been advertised in the Northern Virginia Daily on _____, 2017, and _____, 2017. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2017, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 10

Meeting Date: November 27, 2017

Agenda Item: PUBLIC HEARING – Budget Amendment –Outstanding Purchase Orders (*1st R*)

Summary: Council is requested to affirm on its first reading an amendment to the FY2018 Budget concerning a list of outstanding purchase orders that the Finance Department has compiled totaling \$17,939,093.36 based on the final audit results that need to be carried forward to the FY20-18 budget cycle to complete unfinished projects.

Budget/Funding: Funding will be offset from the appropriate fund balance reserves for each fund indicated, the revenue for these projects have been connected in the previous budget cycle.

General Fund	\$ 518,544.07
Special Projects	524,435.78
Electric Fund	962,321.21
Sewer Fund	10,532,847.61
Water Fund	3,801,208.58
Solid Waste Fund	51,184.28
Street Fund	<u>1,548,551.83</u>
TOTAL	\$17,939,093.36

Attachments: List of Funds

Meetings: Work Session held November 6, 2017

Staff

Recommendation: Approval ✓ Denial _____

Proposed Motion: I move that Council affirm on its first reading an amendment to the FY2018 Budget concerning a list of outstanding purchase orders that the Finance Department has compiled totaling \$17,939,093.36 that need to be carried forward to the FY20-18 budget cycle to complete unfinished projects.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By:

	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
Projects	28340	9130 - R47982	LOCAL CONNECTOR ROAD	\$ 365,681.39	FY15	WEST MAIN CONNECTOR ROAD
	28341	9130 - R47013	FACILITY STUDY	\$ 158,754.39	FY15	POLICE HQ
				<u>\$ 524,435.78</u>		
Council	28237	1101 - R43002	COMMUNITY DEVELOPMENT	\$ 87,646.96	FY15	ON GOING PROJECT
	28462	1101 - R43002	LORD FAIRFAX SMALL BUSIN	\$ 13,000.00	FY16	CONTRACT RENEWAL
	28936	1101 - R43002	HUMANE SOCIETY OF WARREN	\$ 1,159.00	FY17	CONTRIBUTION FOR USE OF 2 TROLLEY
	28953	1101 - R43002	FELICIA HART/COMMUNITY DEVELOPMENT	\$ 6,765.42	FY17	COMMUNITY DEVELOPMENT SERVICES
	29034	1101 - R43002	MILLIMAN, INC.	\$ 7,000.00	FY17	ACTURAL REPORTS FOR OPEB
				<u>\$ 115,571.38</u>		
Town Manager	28990	1201 - R45412	OFFICEFURNITURE.COM, LLC	\$ 1,811.00	FY17	FURNITURE FOR THE TOWN MA
	29065	1201 - R45428	SWANK MOTION PICTURES	\$ 1,304.75	FY17	GAZEBO MOVIE FLICKS
				<u>\$ 3,115.75</u>		
HR	28915	1202 - R43002	PAYPOINT HR, LLC	\$ 12,000.00	FY17	COMPENSATION AND CLASSIFICATION STUDY
	29033	1202 - R45504	INTERNATIONAL PUBLIC MAN	\$ 2,520.00	FY17	TRAINING FEES
	29037	1202 - R43023	SITEHAWK	\$ 1,400.00	FY17	ON-LINE MSDS MANAGEMENT
	29038	1202 - R42013	CAPELLA UNIVERSITY INC	\$ 1,200.00	FY17	TUITION ASSISTANCE - 4 CL
				<u>\$ 17,120.00</u>		
Fleet Maintenance	29054	1203 - R47003	BEARCOM	\$ 31,113.34	FY17	GPS SYSTEM FOR RADIOS
	29055	1203 - R47009	BAUGHAN & BAUKHAGES, PLL	\$ 93,890.00	FY17	ARCHITECTURAL SERVICES FO
	29057	1203 - R47001	MAC TOOLS	\$ 35,000.00	FY17	FRONT END ALIGNMENT MACHI
	29058	1203 - R45412	W W GRAINGER INC	\$ 2,800.00	FY17	ASSORTED OFFICE FURNITURE
				<u>\$ 162,803.34</u>		
I/T	28338	1204 - R47007	SUNGARD PUBLIC SECTOR PE	\$ 4,273.30	FY15	FINANCIAL SERVER UPGRADE
	28540	1204 - R47007	SYNTAX COMMUNICATIONS,	\$ 415.00	FY16	NETWORKING & INFRASTRUCTURE
	28654	1204 - R43005	SHI CORP.	\$ 10,000.00	FY16	CITRIX XENDESKTOP ENTERPRR
	28658	1204 - R43005	SHI CORP.	\$ 10,000.00	FY16	DELL EXTENDED WARRANTY
	28705	1204 - R43005	SHAREFILE	\$ 2,160.00	FY17	SHAREFILE BASE PLAN 20 EMPLOYEES
	28717	1204 - R43005	RICOH USA, INC.	\$ 3,463.62	FY17	RICOH MP5002SP - CASHIERS
	28719	1204 - R43005	RICOH USA, INC.	\$ 903.59	FY17	RICOH MPC3502 GOLD MAINTEN
	28722	1204 - R43005	PITNEY BOWES	\$ 4,571.43	FY17	MAILING MACHINE AND METER
	28825	1204 - R43005	RICOH USA, INC.	\$ 649.22	FY17	RICOH MPC3004 COLOR COPIE
	28835	1204 - R43005	DELL SOFTWARE INC.	\$ 1,976.04	FY17	DELL DATA PROTECTION/RAPI
	28962	1204 - R43005	SHI CORP.	\$ 6,069.26	FY17	QUEST SOFTWARE - RAPID RE
	29020	1204 - R47007	SYNTAX COMMUNICATIONS,	\$ 39,784.43	FY17	FIBER UPGRADE PROJECT
	29035	1204 - R45421	VISA	\$ 95.88	FY17	PARAGON HARD DISK MANAGER
	29053	1204 - R45504	(ISC)2	\$ 8,000.00	FY17	IT STAFF - SECURITY TRAINING
	29064	1204 - R45421	SHI CORP.	\$ 1,049.93	FY17	LENOVO THINKCENTRE
				<u>\$ 93,411.70</u>		

	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
Tourism	28285	1205 - R43018	4IMPRINT	\$ 3,958.55	FY15	VISITOR CENTER PROMOTIONAL SUPPLIES
	28645	1205 - R43006	COMMERCIAL PRESS, INC	\$ 869.74	FY16	PRINTING SERVICES
	28694	1205 - R43040	NATIONAL MEDIA SERVICES,	\$ 10,000.00	FY16	DRIVE TOURISM
	28958	1205 - R43007	POWER PLAY MARKETING	\$ 1,000.00	FY17	QUARTER PAGE, FULL COLOR
				<u>\$ 15,828.29</u>		
Finance	28991	1215 - R43009	TREASURER OF WARREN COUN	\$ 2,500.00	FY17	TAX BOOKS
				<u>\$ 2,500.00</u>		
Police	28986	3101 - R45425	GUN SHOP	\$ 4,631.88	FY17	CCI/SPEER, PISTOL CARTRID
	29003	3101 - R45504	SOUTHERN POLICE EQUIPMEN	\$ 695.00	FY17	REGISTRATION FEE FOR INTE
	29042	3101 - R45504	VISA	\$ 702.20	FY17	HOLIDAY INN LOUISVILLE AI
	28917	3102 - R45410	HOWARD UNIFORM COMPANY	\$ 185.85	FY17	KEYSTONE R10 NAVY HAT
	29003	3102 - R45504	SOUTHERN POLICE EQUIPMEN	\$ 695.00	FY17	REGISTRATION FEE FOR INTE
	29006	3102 - R43006	PRINTECH, INC.	\$ 665.04	FY17	VIRGINIA UNIFORM TRAFFIC
	28972	3103 - R43005	MSAB INC.	\$ 995.00	FY17	XRY YEARLY MAINTENANCE FE
	29003	3103 - R45504	SOUTHERN POLICE EQUIPMEN	\$ 695.00	FY17	REGISTRATION FEE FOR INTE
	29002	3108 - R45410	TSSI	\$ 2,272.00	FY17	ARMIS BASE VEST CIIIA, OD
	29044	3108 - R45504	VISA	\$ 1,114.32	FY17	CRYSTAL GATEWAY MARRIOTT
				<u>\$ 12,651.29</u>		
B & G	28570	4302 - R47009	LOWE'S	\$ 4,000.00	FY16	ROOF REPLACEMENT
	28989	4302 - R43002	MARK'S HARDWOOD FLOORS	\$ 555.00	FY17	SERVICES TO REFINISH VISITOR CENTER FLOOR
				<u>\$ 4,555.00</u>		
P&Z	27531	8101 - R47014	AIR SURVEY CORPORATION	\$ 54,105.00	FY14	UPDATE AERIAL IMAGERY DATA
	28342	8101 - R43026	RENAISSANCE PLANNING GRO	\$ 29,809.49	FY15	COMP PLAN UPDATES
	28569	8101 - R47001	CARON EAST, INC.	\$ 2,300.00	FY16	SURVEYOR EQUIPMENT
	28693	8101 - R43002	SABRA, WANG & ASSOCIATES	\$ 3,995.00	FY16	TRAFFIC IMPACT STUDY
	28545	8104 - R45504	PLANNING COMMISSION	\$ 777.83	FY16	EDUCATION FOR NEW PLANNING COMM MEMBERS
				<u>\$ 90,987.32</u>		

	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
Streets	29059	4107 - R45504	AMERICAN TRAFFIC SAFETY SERVICES	\$ 2,014.35	FY17	WORK ZONE SAFETY
	29063	4107 - R45515	TREASURER OF VIRGINIA	\$ 1,500.00	FY17	TRAINING & LICENSES
	28869	4102 - R47933	RACEY PAVING & EXCAVATIN	\$ 399,598.55	FY17	CRISER ROAD TRAIL
	28997	4102 - R45474	CLATTERBUCK PAVEMENT MAR	\$ 1,161.13	FY17	FURNISH AND INSTALL ALKYD
	29007	4102 - R47009	TWIST & TURN	\$ 3,505.00	FY17	TRASH CONTAINERS FOR LEAC
	28283	4500 - R47926	TREASURER OF VIRGINIA -	\$ 268,939.00	FY15	SOUTH FORK BRIDGE
	28302	4500 - R45407	CARMEUSE LIME AND STONE	\$ 19,805.67	FY15	VARIOUS GRADE OF STONE
	28461	4500 - R47909	ARTHUR CONSTRUCTION CO.,	\$ 124,025.00	FY16	WESTMINSTER DRIVE SIDEWALK
	28489	4500 - R47962	MATTERN & CRAIG	\$ 297,446.65	FY16	CRISER ROAD BRIDGE
	28737	4500 - R45407	VULCAN, INC.	\$ 1,020.00	FY17	2#, 6-FOOT CHANNEL POSTS
	28752	4500 - R45407	RACEY PAVING & EXCAVATIN	\$ 13,490.20	FY17	ASPHALT REPAIR - INTERSEC
	28914	4500 - R47956	SLURRY PAVERS INCORPORAT	\$ 62,694.00	FY17	SLURRY SEAL PAVING ON SEC
	28932	4500 - R47005	CAPITAL GMC TRUCKS, INC.	\$ 63,000.00	FY17	DUMP TRUCK
	28957	4500 - R47005	VALLEY SUPPLY & EQUIPMEN	\$ 268,478.00	FY17	JOHNSTON VT651 STREET SWE
	28997	4500 - 45474	CLATTERBUCK PAVEMENT MAR	\$ 7,281.32	FY17	FURNISH AND INSTALL ALKYD
	29061	4500 - R47005	CRIM'S TRAILER SALES	\$ 10,000.00	FY17	14 TON TRAILER
	29066	4500 - R45473	CLATTERBUCK PAVEMENT MAR	\$ 4,592.96	FY17	STREET LINE PAINTING
				<u>\$ 1,548,551.83</u>		
Electric	28305	9401 - R43002	SOUTHEASTERN CONSULTING	\$ 20,900.00	FY15	WORK PLAN STUDY
	28390	9401 - R43002	ENGINEERING TECHNIQUES,	\$ 4,500.00	FY16	MAIN STREET CANOPY LIGHTS
	28541	9401 - R43004	MORETZ CONSULTING	\$ 4,000.00	FY16	ELECTRIC VEHICLE DC FAST
	28628	9401 - R47005	MAP ENTERPRISES	\$ 19,416.33	FY16	BUCKET TRUCK/EQUIPMENT
	28648	9401 - R43003	LEE INSPECTION & CONSULT	\$ 16,904.45	FY16	POLE INSPECTION SERVICES
	28669	9401 - R47929	SYNTAX COMMUNICATIONS,	\$ 20,200.00	FY16	HAPPY CREEK SUBSTATION PROJECT
	28682	9401 - R47937	SOUTHEASTERN CONSULTING	\$ 227,782.96	FY16	TRANSFORMER REPLACEMENT
	28733	9401 - R43004	PITTMAN'S TREE & LANDSCA	\$ 43,467.52	FY17	TREE TRIMMING, RIGHT-OF-W
	28740	9401 - R45412	TWIST & TURN	\$ 765.00	FY17	TRASH CAN TO BE PLACED AT
	28743	9401 - R43002	GDS ASSOCIATES, INC.	\$ 8,000.00	FY17	POWER SUPPLY CONSULTING S
	28744	9401 - R43021	SOUTHEASTERN CONSULTING	\$ 1,430.95	FY17	PROFESSIONAL ELECTRICAL E
	28930	9401 - R47502	CUSTOM UTILITY	\$ 459.20	FY17	SCH30 U-GUARD RISER GUARD
	28930	9401 - R47502	CUSTOM UTILITY	\$ 167.71	FY17	ESTIMATED SHIPPING/HANDLI
	28946	9401 - R47009	LAKE PAVING COMPANY, INC	\$ 58,327.85	FY17	PAVING PROJECT - ENTRANCE
	28984	9401 - R47502	UNITED UTILITY	\$ 4,956.42	FY17	CABINET
	29001	9401 - R47005	ALTEC INDUSTRIES, INC.	\$ 313,000.00	FY17	DIGGER/DERRICK
	29011	9401 - R45410	SAFETY ZONE SPECIALISTS	\$ 1,000.00	FY17	FR CLASS 3 HI-VIS SHORT S
	29023	9401 - R47502	RUMSEY ELECTRIC COMPANY	\$ 3,780.00	FY17	3-PHASE ITRON SENTINEL ME
	29024	9401 - R45504	VISA	\$ 3,500.00	FY17	HOTEL ROOM FEES WHILE ATT
	29025	9401 - R45504	VIRGINIA, MARYLAND & DEL	\$ 7,000.00	FY17	TRAINING CLASSES
	29026	9401 - R43003	LEE INSPECTION & CONSULT	\$ 31,655.00	FY17	POLE INSPECTION PROGRAM
	29027	9401 - R45407	SCHWEITZER ENGINEERING L	\$ 2,578.88	FY17	MANAGED ETHERNET SWITCH
	29046	9401 - R47502	ERMCO	\$ 8,016.00	FY17	POLEMOUNT TRANSFORMERS -
	27543	9417 - R47001	SUNGARD PUBLIC SECTOR PE	\$ 160,512.94	FY14	AMI - PROGRAM
				<u>\$ 962,321.21</u>		

Sewer	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
	27521	9801 - R47519	CHA CONSULTING, INC.	\$ 4,367.71	FY13	LOOP STUDY
	27549	9801 - R47009	LANTZ CONSTRUCTION WINCH	\$ 70,000.00	FY14	CROOKED RUN PUMP STATION
	27930	9801 - R45407	GHD INC.	\$ 6,882.00	FY14	FAN PRESS
	28187	9801 - R47015	ADAMS ROBINSON ENTERPRIS	\$ 5,905,619.74	FY15	WWTP EXPANSION
	28320	9801 - R45407	PRIME SOLUTION, INC.	\$ 10,000.00	FY15	UPDAT THE #1 ROTARY FAN P
	28375	9801 - R47015	GHD INC.	\$ 992,251.45	FY16	UPGRADE WWTP
	28563	9801 - R47009	LANTZ CONSTRUCTION WINCH	\$ 33,212.00	FY16	BLOWER BUILDING ROOF REPL
	28674	9801 - R45407	LLOYD ELECTRIC CO INC	\$ 25,000.00	FY16	MISCELLANEOUS EQUIPMENT REPAIRS
	28885	9801 - R47009	PATTERSON CONSTRUCTION C	\$ 500,000.00	FY17	RIVERTON & CRKD RUN PUMP
	28910	9801 - R47005	WOODSTOCK EQUIPMENT COMP	\$ 60,000.00	FY17	FARM TRACTOR WITH ROTARY
	28931	9801 - R45413	JCI JONES CHEMICALS INC	\$ 1,290.00	FY17	CHLORINE/SULFUR DIOXIDE - 1 TON CYLINDER
	29000	9801 - R47001	WOODSTOCK EQUIPMENT COMP	\$ 58,350.00	FY17	4-WHEEL DRIVE FARM TRACTO
	29028	9801 - R43077	INBODEN ENVIRONMENTAL SE	\$ 10,000.00	FY17	MISCELLANEOUS LABORATORY
	29029	9801 - R45413	WINSCHER ENVIRONMENTAL,	\$ 6,260.00	FY17	BRENNTAG WINFLOC 7BC1 POL
	29030	9801 - R43004	W W GRAINGER INC	\$ 1,500.00	FY17	SHELVING
	29031	9801 - R45407	USABBLUEBOOK	\$ 10,000.00	FY17	EFFLUENT COMPOSITE SAMPLE
	28183	9802 - R47998	WALLER PROPERTIES LLC	\$ 750.00	FY15	425 HILL STREET - RESIDEN
	28309	9802 - R47998	D & S CONTRACTORS	\$ 2,502,906.24	FY15	I & I ABATEMENT
	28666	9802 - R47998	CHA CONSULTING, INC.	\$ 248,051.92	FY16	I & I ABATEMENT ENGINEERING
	28668	9802 - R47005	CAPITAL GMC TRUCKS, INC.	\$ 31,302.00	FY16	VEHICLES AND EQUIPMENT
	28752	9802 - R45407	RACEY PAVING & EXCAVATIN	\$ 6,745.10	FY17	ASPHALT REPAIR - INTERSEC
	28794	9802 - R47998	BUSHONG CONTRACTING CORP	\$ 6,795.00	FY17	RIVERTON ROAD SEWER LINE
	28998	9802 - R47005	CRIM'S TRAILER SALES	\$ 5,000.00	FY17	PURCHASE TRAILER
	28999	9802 - R47009	DON LARGENT ROOFING, INC	\$ 15,000.00	FY17	ROOF REPLACEMENT ON POLE
	29049	9802 - R45504	EMBASSY SUITES HAMPTON	\$ 1,116.36	FY17	ACCOMMODATIONS FOR TOWN E
	29050	9802 - R47530	EAST JORDAN IRON WORKS I	\$ 20,000.00	FY17	WATERTIGHT MANHOLE FRAME,
	28717	9502 - R43005	RICOH USA, INC.	\$ 308.09	FY17	RICOH MPC3002
	29047	9502 - R43023	MARTIN'S FOOD STORES	\$ 140.00	FY17	REFRESHMENTS - DEFENSIVE
				<u>\$ 10,532,847.61</u>		

Water	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
	27011	9501 - R43002	ARCADIS US, INC.	\$ 1,965.50	FY12	MCKAY SPRINGS - SERVICES
	28717	9501 - R43005	RICOH USA, INC.	\$ 308.09	FY17	RICOH MPC3002
	29047	9501 - R43023	MARTIN'S FOOD STORES	\$ 140.00	FY17	REFRESHMENTS - DEFENSIVE
	27128	9601 - R43005	ABB, INC.	\$ 16,403.05	FY12	16" FINISHED WATER METER
	27494	9601 - R47903	MCGRANE FENCE COMPANY	\$ 39,729.00	FY13	SECURITY IMPROVEMENTS
	27521	9601 - R47519	CHA CONSULTING, INC.	\$ 1,548.29	FY13	LOOP STUDY
	27522	9601 - R47507	CHA CONSULTING, INC.	\$ 25,299.86	FY13	WATER PLANT IMPROVEMENTS
	27546	9601 - R47009	CHA CONSULTING, INC.	\$ 100,000.00	FY14	WATER PLANT RESERVOIR REP
	27919	9601 - R47507	CHA CONSULTING, INC.	\$ 94,206.64	FY14	WATER PLANT UPGRADE
	28119	9601 - R47009	CHA CONSULTING, INC.	\$ 360,000.00	FY15	FAIRGROUND ROAD WATER TANK REPAIR/PAINT
	28287	9601 - R43002	CHA CONSULTING, INC.	\$ 25,000.00	FY15	WTP RESERVOIR ENGINEERING
	28322	9601 - R47009	M.C. DEAN, INC.	\$ 20,000.00	FY15	4-H PUMP STATION GENERATO
	28327	9601 - R47009	CHA CONSULTING, INC.	\$ 300,000.00	FY15	JAMESTOWN PUMP
	28559	9601 - R47009	CARTER MACHINERY CO INC	\$ 15,000.00	FY16	REPLACEMENT CNTRL GUARD HILL PUMP STATION
	28560	9601 - R47009	LANTZ CONSTRUCTION WINCH	\$ 25,000.00	FY16	RAW WATER RESERVOIR PIER
	28676	9601 - R47009	UTILITY SERVICE CO INC	\$ 100,000.00	FY16	REPAIR AND PAINT FAIRGROUND TOWER
	28678	9601 - R43077	SCIENTIFIC METHODS INC.	\$ 2,703.73	FY16	TESTING SERVICES FOR LONG
	28871	9601 - R47009	FLOMEC, INC.	\$ 300,000.00	FY17	FILTER MEDIA REPLACEMENT
	28955	9601 - R47005	LAWRENCE EQUIPMENT, INC.	\$ 1,148.00	FY17	KNAPHEIDE 8' SRW SERVICE
	28981	9601 - R45504	MICHAEL C KISNER	\$ 148.00	FY17	AWWA WATER JAM - HAMPTON,
	28982	9601 - R45504	MITCHELL E SINE	\$ 148.00	FY17	AWWA WATER JAM - HAMPTON,
	28983	9601 - R45407	TURBINE SUPPLY COMPANY	\$ 805.00	FY17	C1045 CARBON STEEL THREAD
	29005	9601 - R45412	GLOBAL EQUIPMENT COMPANY	\$ 598.10	FY17	VERTICAL FILE CABINET - L
	29008	9601 - R47009	COMMERCIAL PAINTING CORP	\$ 8,300.00	FY17	PAINTING PROJECT - WTP FI
	29012	9601 - R43004	EASTERN SUPPLY INC	\$ 1,200.00	FY17	BASIN CONTROL EQUIPMENT E
	29013	9601 - R43004	COMPLETE CARPET CARE	\$ 3,000.00	FY17	STRIP AND WAX FLOORS - WA
	29014	9601 - R45407	SYDNOR HYDRO...INC.	\$ 12,000.00	FY17	PUMP SHAFTS AND INSTALLAT
	29016	9601 - R47009	UTILITY SERVICE CO INC	\$ 50,000.00	FY17	RAW WATER INTAKE LINE CLE
	29017	9601 - R43002	CHA CONSULTING, INC.	\$ 75,000.00	FY17	WATER DISTRIBUTION/SYSTEM
	29018	9601 - R47009	LONG FENCE	\$ 35,000.00	FY17	ALUMINUM HAND RAIL REPLAC
	29019	9601 - R47009	COMMERCIAL PAINTING CORP	\$ 6,000.00	FY17	FILTER MEDIA AREA PAINTIN
	29049	9601 - R45504	EMBASSY SUITES HAMPTON	\$ 1,059.36	FY17	ACCOMMODATIONS FOR TOWN E
	28015	9602 - R47513	BUSHONG CONTRACTING CORP	\$ 26,321.00	FY15	WATERLINE UPGRADE HAPPY CREEK & BRAXTON
	28111	9602 - R47513	BUSHONG CONTRACTING CORP	\$ 40,248.50	FY15	WATERLINE UPGRADES
	28291	9602 - R47513	BUSHONG CONTRACTING CORP	\$ 130,090.00	FY15	UPGRADE WATER LINES W 15TH, KERFOOT
	28479	9602 - R47513	LEACH RUN PARKWAY	\$ 868,225.00	FY16	LEACH RUN PARKWAY WATERLINE
	28589	9602 - R43002	FLUID PINPOINTING SERVIC	\$ 68,680.00	FY16	LEAK DETECTION SURVEY
	28667	9602 - R47513	BUSHONG CONTRACTING CORP	\$ 115,605.00	FY16	WATERLINE UPGRADES
	28668	9602 - R47005	CAPITAL GMC TRUCKS, INC.	\$ 31,302.00	FY16	VEHICLES AND EQUIPMENT, A
	28752	9602 - R45407	RACEY PAVING & EXCAVATIN	\$ 6,745.10	FY17	ASPHALT REPAIR - INTERSEC
	28998	9602 - R47005	CRIM'S TRAILER SALES	\$ 5,000.00	FY17	PURCHASE TRAILER
	28999	9602 - R47009	DON LARGENT ROOFING, INC	\$ 15,000.00	FY17	ROOF REPLACEMENT ON POLE
	29049	9602 - R45504	EMBASSY SUITES HAMPTON	\$ 1,116.36	FY17	ACCOMMODATIONS FOR TOWN E
	29051	9602 - R47530	HD SUPPLY WATERWORKS, LT	\$ 40,000.00	FY17	FIRE HYDRANTS
	29052	9602 - R47513	BUSHONG CONTRACTING CORP	\$ 432,000.00	FY17	WATER LINE UPGRADES - BEL AIR
	28992	9617 - R47001	HD SUPPLY WATERWORKS, LT	\$ 399,165.00	FY17	RADIO READ WATER METERS
				<u>\$ 3,801,208.58</u>		

Solid Waste	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
	28785	4203 - R45403	W.H.O. MANUFACTURING CO	\$ 37,049.28	FY17	TUB GRINDER REPAIRS
	29045	4203 - R45414	CALICO INDUSTRIES INC	\$ 5,000.00	FY17	PLASTIC BAGS FOR RESALE
	29060	4203 - R47001	TOTER LLC	\$ 9,135.00	FY17	DUMPSTERS WITH LIDS CARTS W/ LIDS
				<u>\$ 51,184.28</u>		

General Fund	\$ 518,544.07
Special Projects	\$ 524,435.78
Street Fund	\$ 1,548,551.83
TOTAL GOVERNMENTAL FUNDS	\$ 2,591,531.68

Electric Fund	\$ 962,321.21
Sewer Fund	\$ 10,532,847.61
Water Fund	\$ 3,801,208.58
Solid Waste Fund	\$ 51,184.28
TOTAL OF ALL FUNDS	\$ 17,939,093.36

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**Town of Front Royal, Virginia
Council Agenda Statement**

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Item No. 11

Meeting Date: November 27, 2017

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment to Chapter 158 – Joint Towing Board (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance to amend Chapter 158 “Vehicle and Traffic” of the Town of Front Royal Municipal Code by adding sections 158-54 – 158-69 to create a Joint Towing Board that considers applications of towing recovery businesses to be added to a towing list from which the Warren County Sheriff’s Office, Town of Front Royal Police Department and Virginia State Police can request a towing operator to perform towing services at the scene of an emergency or accident, as presented. The County of Warren has approved a similar ordinance.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held October 16, 2017. Public Hearing held November 13, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an ordinance to amend Chapter 158 “Vehicle and Traffic” of the Town of Front Royal Municipal Code by adding sections 158-54 – 158-69 to create a Joint Towing Board, as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

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

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

CHAPTER 158. VEHICLES AND TRAFFIC
LAW ENFORCEMENT REQUESTED TOWING

158-54 PURPOSE

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

158-55 DEFINITIONS

Application means an application for towing service within Warren County.

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

County means Warren County, Virginia.

DMV means Commonwealth of Virginia Division of Motor Vehicles.

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

Joint Towing Board means the Joint Advisory Board on Towing which consists of seven (7) members: three (3) law enforcement officers, including one from the Sheriff's Office, one from the Police Department and one from Virginia State Police, three (3) representatives of Towing and Recovery Businesses and one (1) citizen.

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

Police Department means the Town of Front Royal Police Department.

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

SCC means Commonwealth of Virginia State Corporation Commission.

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

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

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

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

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

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

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

Town means the Town of Front Royal, Virginia.

158-56 GENERAL MINIMUM REQUIREMENTS

A) Required Vehicles and Equipment.

- (1) The Towing Recovery Business shall have available at least one (1) of the following vehicles with valid Virginia license plates, inspection sticker and SCC/DMV license.
 - (i) Tow Truck equipped with a wrecking crane capable of lifting a minimum of 8,000 pounds and up to a maximum of 10,000 pounds or the gross vehicle weight rating. Tow truck must be equipped with a wheel lift capable of lifting a minimum of 1,500 pounds.
 - (ii) Flatbed Wrecker with at least an 8,000 pound winch and capable of transporting a maximum of 7,000 pounds or the gross vehicle weight rating.
- (2) Each of the vehicles above shall be originally designed as tow trucks.
- (3) Each of the vehicles above shall be equipped with the following:
 - (i) A chassis rated with sufficient gross vehicle weight to match the maximum capacity of the crane mounted thereon;
 - (ii) All-weather tires on the rear wheels;
 - (iii) At least one (1) fire extinguisher;
 - (iv) At least two (2) operable amber revolving or flashing emergency lights, mounted on the highest part of the vehicle and visible from all sides;
 - (v) One (1) operable air tank, when not equipped with air brakes. Flatbed Wreckers are exempt from this requirement;
 - (vi) One (1) heavy-duty street broom and one (1) shovel;
 - (vii) Dollies, scotch blocks and snatch block;
 - (viii) Gas and oil absorbent material;
 - (ix) Reflective vest, shirt or jacket; and
 - (x) Vehicle tow lights.
- (4) Heavy Duty Wreckers.
 - (i) For those Towing Operators who desire to be on the heavy-duty wrecker list, they shall own or lease a minimum of two (2) towing/recovery trucks and at least one (1) road tractor. One (1) truck shall have a minimum of

60,000 pounds rating and the second truck shall have a minimum 40,000 pounds rating. All units shall have winches rated at a minimum of 20,000 pounds. All units must have a boom that raises and lowers, extends and retracts by hydraulics. All units must have a hydraulic under-lift rated to raise 12,000 pounds at full extension.

- (ii) Towing Operators shall own, lease or have a written agreement with a subcontractor for the following:
 - (a) Lowboy hydraulic operated trailer capable of transporting a wrecked or disabled road tractor and/or debris;
 - (b) Trailer forty-five (45) foot or longer box trailer;
 - (c) Dump truck, dump trailer or container;
 - (d) Air cushions designed for and capable of up righting a loaded tractor and trailer;
 - (e) A skid steer loader, forklift or wheel loader capable of moving cargo and/or debris from the highway; and
 - (f) Adequate personnel to off-load cargo.
- (iii) All loads must be secured with two-wheeled straps or safety chains.
- (iv) All equipment must be equipped with legally required light and safety equipment.
- (v) All equipment must be in good working order with all equipment required in this article.

B) Storage and Security of Vehicles

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

C) Insurance

- (1) No Towing Service Agreement shall be signed until the Towing Operator has provided evidence of the following insurance coverage for the duration of the Towing Service Agreement by a company or companies licensed to do business in the commonwealth.

Any changes or lapses in insurance coverage shall immediately be reported to the Joint Towing Board.

- (i) The Towing Operator shall be required to carry garage keeper's legal liability insurance in the minimum amount of seventy-five thousand dollars (\$75,000.00) to cover fire, theft, windstorm, vandalism and explosion for each lot. Towing Operators on the heavy-duty wrecker list shall be required to carry garage keeper's legal liability insurance in the minimum amount of two hundred thousand dollars (\$200,000.00).
 - (ii) Insurance sufficient to protect itself from any and all claims of loss, damage or bodily injury, resulting from its acts or incurred in the operation of the Towing Operator's business equipment and vehicles pursuant to the Towing Service Agreement in the amount of seven hundred fifty thousand dollars (\$750,000.00) or the amount required by the state (vehicle liability policy).
 - (iii) Insurance sufficient to cover claims under the Worker's Compensation Act, if applicable, for all of its employees. If any work is sublet, the subcontractor shall provide similar coverage.
- (2) The Towing Operator shall indemnify and hold harmless the Sheriff's Office, Police Department, Virginia State Police, Warren County and Town of Front Royal, all other law enforcement agencies assigned to Warren County including their agents, employees and representatives from any and all claims, casualties, damages or injuries arising out of its actions pursuant to the agreement.

158-57 APPLICATION FOR AGREEMENT

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

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

158-58 INSPECTIONS OF TOWING OPERATOR

- A) All of the tow trucks, required equipment and storage facilities shall be inspected and approved by the Joint Towing Board prior to use. In addition, all tow trucks and required equipment shall conform to the provisions of Code of Virginia, § 46.2-1000 et seq. The Joint Towing Board may periodically inspect all wreckers, equipment and storage facilities utilized under this article. There will be an annual inspection of all wreckers, equipment and storage facilities utilized under this article. For heavy-duty wreckers a CVSA sticker will also be required.

- B) There shall be an annual inspection fee, as established by the Joint Towing Board, remitted to and collected by the Joint Towing Board.
- C) The Joint Towing Board shall give the Towing Operator written notice when the equipment or storage facility is found to be unacceptable.
- D) Tow trucks and equipment or storage facilities that fail the inspection shall not be used by a Towing Operator in the performance of its obligations under a Towing Services Agreement until they pass inspection.
- E) Failure to comply with any of the conditions stated above will result in suspension of the Towing Operator from the Towing List until the corrections have been made. If the corrections are not made within ten (10) calendar days, the Towing Operator shall be terminated from the Towing List.
- F) All applications for new Towing Operators to be included on the Towing List or applications for renewals of Towing Operators shall be submitted to and shall only be received and processed by the Joint Towing Board from May 1 to May 30 of each calendar year. The calendar year for the application of this article shall be July 1 to June 30.

158-59 APPLICATION APPROVAL

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

158-60 DUTIES AND REQUIREMENTS OF TOWING OPERATORS

- A) Towing Operators shall, at the request of and as directed by Law Enforcement Personnel, tow vehicles in the County or Town in a manner that is damage-free to the vehicle being towed. Towing Operators shall comply with all applicable federal, state and local laws and regulations, including but not limited to, the securing of all necessary federal, state and local licenses. All Towing Operators shall display a WT-Tag (tow truck for hire) and/or an IRP-Tag (international registration plan).
- B) All Towing Operators shall have the Towing Recovery Business' name, town, state and telephone numbers printed on both sides of the towing vehicle in letters and numerals of such size, shape and color as to be readily legible during daylight hours from a distance of fifty (50) feet while the vehicle is not in motion. No magnetic sign shall be used on vehicles.

Decals are permissible. The Towing Operator shall provide a business card to Law Enforcement Personnel before leaving the scene. Each Towing Operator must be registered with the Virginia Department of Motor Vehicles in the name of the Towing Recovery Business and insured by the Towing Recovery Business.

- C) Towing Operators shall provide twenty-four-hours-per-day towing service each day of the year.
- D) Towing Operators shall have available at all times sufficient and qualified personnel to receive calls and execute the towing.
- E) If a Towing Operator determines additional equipment is needed, the Law Enforcement Personnel shall contact a different Towing Operator on the Towing List.
- F) Towing Operators shall notify all Law Enforcement Agencies during normal business hours forty-eight (48) hours prior to a change in their phone number. No answering service is allowed.
- G) The Towing Operator agrees to arrive on the scene within thirty (30) minutes of receiving a call. If the Towing Operator fails to meet the specified time limit, the Law Enforcement Personnel will notify a second Towing Operator. Once the second Towing Operator has been requested, services from the first Towing Operator are considered canceled and the first Towing Operator is not due any payment. Heavy-duty Towing Operators will have a forty-five (45) minute time limit to arrive on scene.
- H) If in the judgment of the Joint Towing Board, excessive delays are caused by circumstances within the Towing Operator's control, the Joint Towing Board may recommend the Towing Operator be suspended/terminated from the Towing List.
- I) Towing Operators shall have only those tow trucks owned or lease purchased by them responding to calls for service.
- J) If a tow truck is not available, then the Towing Operator shall immediately indicate to the dispatcher that it cannot respond and the reason why. The dispatcher shall then notify the next Towing Operator on the list.
- K) Towing Operators may use crossovers located on the interstates or public highways that are prohibited when directed to do so by Law Enforcement Personnel pursuant to Code of Virginia, § 46.2-920.1.
- L) All Towing Operators must possess a valid Virginia driver's license or commercial driver's license, and medical certificate as may be required and be qualified to operate the tow vehicle and its equipment.

- M) All Towing Operators shall decline a service call if they consumed alcohol and or used any drug or narcotic, either by a doctor's prescription or of their own free will within eight (8) hours prior to a call for service.
- N) Towing Operators shall remove all litter, glass and debris caused by the incident which necessitated towing, including ordinary and reasonable quantities of oil and gas spillage as determined by the Law Enforcement Personnel on the scene. If circumstances warrant additional charges, they will be thoroughly documented and itemized.
- O) All Towing Operators shall have the capability to accept cash and credit card as payment for services under the agreement in the field at the time services are rendered.
- P) The Towing Operator shall tow vehicles to any destination requested by the vehicle owner or any Law Enforcement Personnel, after financial obligations have been finalized. The Towing Operator shall not tow vehicles outside of the Warren County limits.
- Q) Any Towing Operator permanently ceasing to provide towing/recovery services shall, within fifteen (15) days, notify the Joint Towing Board in writing.

158-61 RESPONSIBILITIES AND RECORDS OF TOWING OPERATORS

- A) If an owner or lien holder fails to claim any vehicle or if the Towing Operator wants to satisfy any lien which it has on a vehicle, it shall be the Towing Operator's responsibility to dispose of or sell the vehicle in compliance with the Virginia State Code.
- B) The Towing Operator shall be reasonably responsible for vehicles towed and any contents from the time the vehicle is towed until one (1) of the following events occur:
 - (1) The vehicle is delivered to a location specified by the owner or other authorized person;
 - (2) The vehicle and property is released to and accepted by the owner or authorized person in the same condition as originally towed; or
 - (3) The vehicle is otherwise disposed of according to law.
- C) Towing Operators shall secure all personal property at the scene of a collision to the extent possible and preserve personal property in a vehicle which is about to be towed.
- D) The Towing Recovery Business shall keep records of all vehicles which have been towed pursuant to the Towing Services Agreement. These records shall include, at a minimum, the date and time of tow, the vehicle's license number and state of issue, the vehicle's identification number, the year, make, model and color of the vehicle, the location from which it was towed, the charges for towing and storage, the disposition of vehicle and date of disposition.
 - (1) Such records shall be available for inspection by the Joint Towing Board during the Towing Recovery Business' normal business hours.
 - (2) The Towing Recovery Business shall retain a copy of these records for a period of at least twelve (12) months from the date of the tow.

- E) Towing Operators shall promptly arrange for the release of vehicles towed or stored pursuant to this article. There shall be an attendant available from the hours of 8:00 a.m. through 5:00 p.m., except on weekends and state holidays, for the purpose of permitting inspections or releasing stored vehicles. After hours the owner or attendant must be available by telephone. The owner or attendant must be available twenty-four-hours-a-day, each day of the year for the purpose of releasing stored vehicles.
- (1) Towing Operators, upon receiving a request to release or permitting an inspection of a stored or seized vehicle from the owner, operator or other authorized person, shall release that vehicle to the owner or other authorized person between the hours 8:00 a.m. and 5:00 p.m. within a thirty-minute timeframe.
 - (2) Towing Operators, upon receiving a request to release or permit an inspection of a stored vehicle by an owner or authorized person during other than normal business hours, shall allow and otherwise require two (2) hours notice for the release of such motor vehicle. The foregoing notice provision shall apply likewise for the release of personal property and contents within the vehicle. All fees charged for any off-hour release/inspection shall be no more than one (1) day of storage.
 - (3) Upon request, Towing Operators shall distribute to the owner, operator or authorized agent a copy of the complaint procedures form.
 - (4) Towing Operators shall not release any vehicle designated as "seized" or "seized for forfeiture" by a Law Enforcement Agency until the Towing Operator obtains permission from the requesting agency. The Towing Operator shall bill the requesting agency for the cost of the tow.
- F) Towing Operators shall not release any vehicle that has a "hold" on property contained within such vehicle without first obtaining authorization from the requesting Law Enforcement Agency.
- G) Whenever the Towing Operator is requested to remove a vehicle and the owner of the vehicle, or their authorized agent or driver, is not at the scene at the time of the tow, Law Enforcement Personnel is requested to complete a tow sheet form that includes the following:
- (1) Owners name and address, if known;
 - (2) Description of the vehicle and any visible prior damage;
 - (3) Storage facility name and address;
 - (4) Inventory of accessible contents of the vehicle; and
 - (5) One (1) copy shall be given to the Towing Operator, one (1) copy to the owner of the vehicle and one (1) copy retained by the Law Enforcement Agency.
- H) All records relating to Towing Operator's application and insurance shall be made available for inspection by the Joint Towing Board after a Freedom of Information Act request is filed.

158-62 ROTATION SYSTEM

- A) The Joint Towing Board shall ensure that Towing Operators are called on a rotating basis according to the Towing List. Being placed on the Towing List does not guarantee a particular number or quantity of calls; does not guarantee an equivalent number of calls to every Towing Operator on the list; nor entitle any Towing Operator on the list to any

compensation as a consequence for not being called in accordance with the Towing List or when removed from the Towing List.

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

158-63 COMPENSATION

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

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

158-64 SOLICITATION BY TOWING OPERATORS

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

158-65 PROHIBITED PRACTICES

- A) A violation of any of the following may subject the Towing Operator to suspension from the Towing List:
 - 1) Deliberate failure of a Towing Operator to respond to calls;
 - 2) Securing a Towing Services Agreement by fraud or concealment of a material fact;
 - 3) Violation of the Towing Services Agreement;
 - 4) Chronic or repeated violations of this article;
 - 5) A single violation of this article including not limited to:
 - i) Running unauthorized calls;
 - ii) Overcharges;
 - iii) Alcohol or drug use;
 - iv) Tardiness more than five (5) times in a six-month period;

- v) Failure to notify the Joint Towing Board with immediate changes regarding insurance, taking on new members, owners, corporate officers or any other changes regarding anything listed in the Application;
- vi) Fraudulent acts with respect to this article;
- vii) Failure to comply with the rules and regulations of Code of Virginia § 46.2-2820 et seq.; or
- viii) Violate any laws of the Commonwealth of Virginia, the County of Warren, or the Town of Front Royal, which are considered a felony or misdemeanor.

158-66 COMPLAINTS

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

158-67 SUSPENSION OR TERMINATION OF TOWING OPERATORS

- A) Any Law Enforcement Agency, upon investigation of the facts, may recommend that a Towing Operator be heard by the Joint Towing Panel for any violation of the provisions of this article.
- B) The Joint Towing Board shall provide the Towing Operator with written notice of said violation. Notification of the date, time and location of a hearing on the violation shall also be provided.
- C) The Joint Towing Board has the authority to suspend or terminate Towing Operators through due process.

158-68 APPEALS PROCESS AND HEARING

- A) In the event that a representative from a Towing and Recovery Business that sits on the Joint Towing Panel lodges a complaint against another Towing Operator, said representative shall abstain from the hearing.

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

158-69 AMENDMENTS TO ORDINANCE

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

This ordinance shall become effective upon passage.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2017, upon the following recorded vote:

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

A public hearing on the above was held on _____, 2017, having been advertised in the Northern Virginia Daily on _____, 2017, and _____, 2017. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2017, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 12

Meeting Date: November 27, 2017

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment to Chapter 170
“Weeds/Debris (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance to amend Chapter 170 “Weeds and Debris” of the Town of Front Royal Municipal Code, as presented. If approved, the proposed modifications will improve the Town’s ability to effectively enforce regulations governing high grass and trash removal in a timely manner.

Budget/Funding: None

Attachments: Ordinance

Meetings: Work Session held October 16, 2017. Public Hearing held November 13, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an ordinance to amend Chapter 170 “Weeds and Debris” of the Town of Front Royal Municipal Code, as presented.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: JW

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

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

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

Section 170-1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Section 170-4 NOTICE TO OWNER WHEN UNKNOWN.

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

This ordinance shall become effective upon passage.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

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

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

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

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

OCTOBER 13, 2015

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

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

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

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

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

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

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

No – N/A

Abstain – N/A

Absent – Tewalt

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

(On the Amendment)

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

Vote: Yes – Egger, Hrbek and Tharpe

No – Connolly and Funk

Abstain – N/A

Absent – Tewalt

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

(By Roll Call; On Motion as Amended)

NOVEMBER 9, 2015

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

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

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

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

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

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

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

Vote: Yes – Egger and Hrbek

No – Connolly, Funk, Tewalt and Tharpe

Abstain – N/A

Absent – N/A

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

(By Roll Call)

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 13

Meeting Date: November 27, 2017

Agenda Item: COUNCIL APPROVAL – Ordinance Amendment to Chapter 66 Pertaining to Tethering of Dogs/Canines (*2nd Reading*)

Summary: Council is requested to adopt on its second and final reading an ordinance to amend Chapter 66 of the Town of Front Royal Municipal Code that would authorize tethering for dogs and other canines by meeting certain requirements; to prohibit certain tethering practices for dogs and other canines; and to set the penalty for violating the ordinance, as presented.

Budget/Funding: None

Attachments: Ordinances

Meetings: Work Sessions held October 16, 2017. Public Hearing held November 13, 2017.

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council adopt on its second and final reading an ordinance to amend Chapter 66 of the Town of Front Royal Municipal Code, as presented.

ROLL CALL VOTE REQUIRIED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: *JW*

**AN ORDINANCE TO ENACT AND ORDAIN SECTION 66-11.1 OF THE TOWN OF
FRONT ROYAL MUNICIPAL CODE TO AUTHORIZE TETHERING MEETING
CERTAIN REQUIREMENTS; TO PROHIBIT CERTAIN TETHERING PRACTICES;
AND TO SET THE PENALTY FOR VIOLATING THE ORDINANCE**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FRONT ROYAL that Section 66-11.1 of the Town of Front Royal Municipal Code, **TETHERING RESTRICTIONS FOR DOGS AND OTHER CANINES**, as follows:

Chapter 66 ANIMALS

ARTICLE I. GENERAL PROVISIONS

§ 66-6.1 Tethering Restrictions for Dogs and Other Canines

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

- A. Tether means, when used as a noun, any device, including but not limited to a chain, leash, cable, tie down, or tie out, attached to a stationary point or object, trolley or run used to contain or restrain a dog or other canine (as used in this ordinance, “canine” shall mean a hybrid of the domestic dog and any other species of the Canidae family). When used as a verb, tether shall mean to attach a dog or other canine to such a device.
- B. No person shall tether or cause to be tethered any dog or other canine except when the tether meets the following conditions:
 - (i) Appropriate to the age and size of the dog or other canine, the tether shall weigh no more than 10 percent of the animal’s weight;
 - (ii) Attached to the dog or other canine by a properly applied collar, halter, or harness configured so as to protect the dog or other canine from injury and prevent the dog or other canine or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the dog or other canine; and
 - (iii) At least three times the length of the dog or other canine, as measured from the tip of its nose to the base of its tail, except when the dog or other canine is being walked on a leash or is attached by a tether to a lead line.
- C. It shall be unlawful for a person to tether any dog or other canine:
 - a. When the dog or other canine is four months old or younger;
 - b. When the dog or other canine is a female in estrus;
 - c. When the temperature is less than thirty-two degrees Fahrenheit or greater than ninety degrees Fahrenheit unless the dog or other canine is provided adequate shelter under Virginia Code § 3.2-6500;
 - d. If the tether weighs more than ten percent of the dog’s or other canine’s body weight;
 - e. On the same tether concurrently with another dog or other canine; or

f. For longer than twelve hours per twenty-four hour period on a cable run or four hours on a fixed tether per twenty-four hour period.

D. Any person found guilty of violating this section shall be punished by a Class 3 misdemeanor with a fine not to exceed \$500. Any animal control officer or other law enforcement officer may seize the unlawfully tethered dog or other canine pursuant to his or her authority under Virginia Code § 3.2-6569.

This ordinance shall become effective upon passage.

APPROVED:

Hollis L. Tharpe, Mayor

ATTEST:

Jennifer E. Berry, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia on its second reading, conducted _____ 2017, upon the following recorded vote:

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

A public hearing on the above was held on _____, 2017, having been advertised in the Northern Virginia Daily on _____, 2017, and _____, 2017. The Ordinance was enacted at the Regular Meeting of the Town Council held _____ 2017, to become effective immediately.

Approved as to form and legality:

Douglas W. Napier, Town Attorney

Date: ____/____/____

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 14

Meeting Date: November 27, 2017

Agenda Item: COUNCIL APPOINTMENT –Board of Architectural Review (BAR)

Summary: Council is requested to appoint a member to the Board of Architectural Review to a (4) four-year term, said term to expire November 13, 2021.

Budget/Funding: None

Attachments: None

Meetings: Work Session Closed Meeting held November 13, 2017

Staff

Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council appoint to the Board of Architectural Review to a (4) four-year term, said term to expire November 13, 2021.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: JW