

COUNCIL MEETING MINUTES

November 27, 2017

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on November 27, 2017, in the Warren County Government Center's Board Meeting Room. Mayor Tharpe led Council and those attending in the Pledge of Allegiance to the flag and a Moment of Silence. The roll was called at 7:00 p.m.

PRESENT: Mayor Hollis L. Tharpe
Councilman Gary L. Gillispie
Councilman Jacob L. Meza
Councilman Christopher S. Morrison
Councilman William A. Sealock
Vice Mayor Eugene R. Tewalt
Town Attorney Douglas W. Napier
Town Manager Joseph E. Waltz
Clerk of Council Jennifer E. Berry, CMC

ABSENT: Councilman John P. Connolly

(The above listed members represent the full body of Council as authorized in the Town Charter.)

Vice Mayor Tewalt moved, seconded by Councilman Sealock moved that Council approve the Regular Council Meeting minutes of November 13, 2017 as presented.

Vote: Yes – Gillispie, Meza, Morrison, Sealock and Tewalt
No – N/A
Abstain – N/A
Absent – Connolly
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

RECEIPT OF PETITIONS OR CORRESPONDENCE FROM THE PUBLIC

Stephen Sill of the Silent Monks of the Shenandoah Valley noted that there would be magicians, 40 vendors, food and music, and of course the Silent Monks at the Chriskindlmrkt event this weekend and he invited the Town Council and the entire community to attend. The Silent Monks then performed for those in attendance.

The new Samuels Public Library Director, Harold A. Hayes, noted that he came from Oregon with his family and has served libraries for more than 20 years. He stated that libraries played a large role in a community and he was happy to be on board with Samuels. Mayor Tharpe welcomed him to the Town of Front Royal.

Economic Development Director, Executive Director Jennifer McDonald, noted that ITFederal is not the cause for the millions of dollars in road improvements. She explained that there are several phases for road improvements to the area. Mrs. McDonald stated that West Main Street extended was planned long before ITFederal development had been discussed. She noted that regarding Afton Inn, that no demolition permit has been issued and rehabilitation of the building is not viable, and eventually the developer may apply for a demolition permit once all aspects of the project are reviewed.

Mayor Tharpe asked if there were any proposals for additions or deletions to the agenda.

Councilman Meza moved, seconded by Councilman Morrison, that Council remove the tethering of dog item from the agenda.

Vote: Yes – Meza, Morrison
No – Gillispie, Sealock and Tewalt
Abstain – N/A
Absent – N/A
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

CONSENT AGENDA

- A. COUNCIL APPROVAL – Mutual Aid Agreements (MEPAV and APPA)
- B. COUNCIL APPROVAL – Proclamation for Chriskindlmrkt Day
- C. COUNCIL APPROVAL – Award of Contract for Fiber Optic Cable/IT Infrastructure for PD

Vice Mayor Tewalt moved, seconded by Councilman Sealock, that Council approved that consent agenda as presented.

Vote: Yes – Gillispie, Meza, Morrison, Sealock and Tewalt
No – N/A
Abstain – N/A
Absent – Connolly
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

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

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.

Mayor Tharpe opened the public hearing.

David Means, of 210 W. 1st Street, noted that he had questions about the vacation of alleys. He asked about who appraised the properties and how the process worked.

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

Councilman Meza moved, seconded by Vice Mayor Tewalt that Council 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.

Vote: Yes – Gillispie, Meza, Morrison, Sealock and Tewalt
No – N/A
Abstain – N/A
Absent – Connolly

(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

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

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.

Mayor Tharpe opened the public hearing. As no else came forward, the public hearing was closed.

Councilman Gillispie moved, seconded by Vice Mayor Tewalt that Council affirm on its first reading an ordinance to amend Chapter 139 “Solicitors, Peddlers, Itinerant Merchants”, as presented.

Vote: Yes – Gillispie, Meza, Morrison, Sealock and Tewalt
No – N/A
Abstain – N/A
Absent – Connolly
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

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 1,548,551.83

Mayor Tharpe opened the public hearing.

David Means, of 210 W. 1st Street, questioned why the total amount was so large. He inquired if the amount was due to the new police department structure. Mayor Tharpe noted that Town Manager Waltz would get back to him at a later time.

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

Vice Mayor Tewalt moved, seconded by Councilman Meza 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 needs to be carried forward to the FY2018 budget cycle to complete unfinished projects.

Tewalt explained that these are the outstanding balances coming forward as these projects continue. It is how the projects are moving forward in the budget system and how the auditors request the funding moves

Vote: Yes – Gillispie, Meza, Morrison, Sealock and Tewalt
No – N/A
Abstain – N/A
Absent – Connolly
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

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.

Councilman Meza moved, seconded by Vice Mayor Tewalt 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.

Vote: Yes – Gillispie, Meza, Morrison, Sealock and Tewalt
No – N/A
Abstain – N/A
Absent – Connolly
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

AN ORDINANCE TO ORDAIN AND AMEND CHAPTER 158 BY ADDING SECTIONS 158-54 to 158-69 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 individual property left in towed and stored vehicles, as may be otherwise determined by law, along with a description of the secure place which will be used to store the property left in towed or stored vehicles. A statement that the Towing Operator accepts reasonable responsibility for a towed vehicle from the time hookup starts, until vehicle reaches the intended destination.
- (9) Towing Operators must list two (2) telephone numbers at which they can be reached on a twenty-four-hour-a-day basis. Specific times and days denoting business hours versus nonbusiness hours must accompany the telephone number. Name of business and telephone number must be posted in a conspicuous place at the place of business.
- (10) A statement from the zoning office of the local government entity in which the Towing Recovery Business is located that the storage lot listed on the application meets all required zoning requirements.
- (11) A statement from the Treasurer and/or the town finance office that all financial obligations are paid. All Towing Operators must be current in all financial obligations to the County and/or Town.

- (12) A copy of declaration of personal property or business personal property on registered equipment must be submitted annually.
- (13) All applicants shall pay an application fee, as established by the Joint Towing Board, remitted to and collected by the Joint Towing Board

158-58 INSPECTIONS OF TOWING OPERATOR

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

158-59 APPLICATION APPROVAL

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

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

158-60 DUTIES AND REQUIREMENTS OF TOWING OPERATORS

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

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

158-61 RESPONSIBILITIES AND RECORDS OF TOWING OPERATORS

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

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

158-62 ROTATION SYSTEM

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

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

158-63 COMPENSATION

- A) All costs incident to towing and storage shall be paid by the owner or other authorized person of the towed and stored vehicle to the Towing Operator. In those cases involving "seized" vehicles, the owner shall reimburse the requesting Law Enforcement Agency for the towing costs.
- B) The towing and storage fees charged by the Towing Operator shall be reasonable in light of those charged by other Towing Operators in the county for comparable service. There shall be no additional charges for mileage. No charges imposed for the storage of vehicles for a period of twenty-four (24) hours or less shall exceed charges imposed for one (1) day of storage.

- C) An itemized receipt for payment, which sets forth the cost of towing, excessive cleanup, storage, and repairs shall be issued to the owner/operator or other authorized person. Said receipt shall also include a signature line for the owner/operator or other authorized person acknowledging receipt of the vehicle.
- D) All Towing Operators shall submit their current pricing to the Joint Towing Board related to towing, recovery, winching, storage charges and administrative charges. No administrative charges shall be incurred for the first twenty-four (24) hours of storage and no administrative fee or charge shall exceed ninety-five dollars (\$95.00). Written notice of these fees shall be available at the request of the owner or operator of the vehicle's request.

158-64 Solicitation by Towing Operators SOLICITATION BY TOWING OPERATORS

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

158-65 PROHIBITED PRACTICES

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

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

158-66 COMPLAINTS

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

158-67 SUSPENSION OR TERMINATION OF TOWING OPERATORS

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

158-68 APPEALS PROCESS AND HEARING

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

158-69 AMENDMENTS TO ORDINANCE

- A) The Joint Towing Board will recommend revisions to this ordinance to the Warren County Board of Supervisors and the Front Royal Town Council.
- B) All proposed revisions shall be discussed with the Joint Towing Board and their input will be considered in each proposed revision.

- C) Revisions shall be in effect from the date on which the amendments to the Town and County Code with identical language are adopted by the Warren County Board of Supervisors and the Front Royal Town Council.
- D) Towing Operators on the Towing List shall be given written notification of any amendments ten (10) days prior to the revision being adopted.
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COUNCIL APPROVAL – Ordinance Amendment to Chpt 170 “Weeds/Debris (2nd Rdg)

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.

Councilman Sealock moved, seconded by Councilman Morrison 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.

Vice Mayor Tewalt noted that the dates ended in September though in warmer years yards continued to grow and this ordinance would allow Staff to address the needs in the community regarding tall grass.

Vote: Yes – Gillispie, Morrison, Sealock and Tewalt
No – Meza
Abstain – N/A
Absent – Connolly
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

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.

Councilman Sealock moved, seconded by Councilman Gillispie, 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.

Councilman Meza read the following into the record:

There has been a lot of misinformation circulating about the animal ordinance laws and what we truly have in place NOW to protect ALL animals and not just dogs. The misrepresentation of the facts has caused people to be upset and concerned that if the Town does not adopt a “stricter and more defined ordinance” dogs will continue to suffer horrendous acts of violence and gross neglect causing continual pain. I would like to clarify

that currently ALL animals are and will continue to be protected from acts of animal cruelty by the State and our current Town Code.

For people who are unaware of our current code pertaining to Cruelty to Animals, I would like to read a few sections of the code:

First and foremost, State Code 3.2-6585 defines “All dogs and cats shall be deemed personal property and may be the subject of larceny and malicious or unlawful trespass.

When I referenced dogs as private property in an early work session, I was referring to our State Code and was not diminishing the legitimacy of the concern.

Town Code 66-4. Any person who overrides, overdrives, overloads, tortures, ill-treats or cruelly or unnecessarily beats, maims, mutilates or kills any animal, whether belonging to himself or another, or deprives any animal of necessary sustenance, food or drink or causes any of the above things or, being the owner of such animal, permits such acts to be done by another or willfully sets on foot, instigates, engages in, or in any way furthers an act of cruelty to any animal or shall carry or cause to be carried in or upon any vehicle or vessel or otherwise any animal in cruel, brutal or inhuman manner so as to produce torture or unnecessary suffering shall be guilty of a misdemeanor...

Lastly, Article 2 of the State code goes on to define Animal Welfare under 3.2-6503 stating:

Each owner shall provide for each of his companion animals: 1. Adequate feed; 2. Adequate water; 3. Adequate shelter that is properly cleaned; 4. Adequate space in the primary enclosure for the particular type of animal depending upon its age, size, species, and weight; 5. Adequate exercise; 6. Adequate care, treatment, and transportation; and 7. Veterinary care when needed to prevent suffering or disease transmission.

So to be clear, I have always supported our current laws pertaining to the enforcement of animal cruelty and humane treatment of animals. I am disappointed that people felt compelled to send me pictures of maimed animals, bloodied and starved dogs, and lobbied threats against my family presumably because I wasn't protecting abused animals if I voted against a more defined ordinance on animal cruelty. Frankly, threats against my family seemed disingenuous coming from those who worry about cruelty inflicted upon animals by their owners. The problem is that there are those who want the above code to be more prescriptive and take away the right of varying interpretations or the discretion of our Animal Control officers.

But maybe there is an extraordinary circumstance in the Town of Front Royal that is forcing us to confront this issue besides a small amount of people who are vocal about a particular passion of theirs. So as to be fair, I gathered the data for an objective viewpoint. (*Share Info below*)

Year	License	Complaints	Percent
2016	5,441	28	0.5%
2017	5,614	40	0.7%

To be clear, these are complaints and not convictions. So I would ask my fellow Councilman DO these numbers truly demonstrate a unique circumstance that would compel us to make and define new laws regulating, as defined by our State Code, “private property” of all animal owners in our community. I believe that we should not use this authority haphazardly and should be very careful in the unique cases we as a governing body feel compelled to enforce new regulatory laws on our citizens. Furthermore, we should be concerned about the precedence this will set when the six of us receive demands to address other animal owners who feel the need to create stricter laws for their unique animal needs.

If it is not apparent, I am not going to vote for or create a new standard defining all aspects on how one should take care of their animal according to the Town of Front Royal and don’t believe my fellow Councilman should either.

Councilman Sealock noted that he does not understand Councilman Meza’s statement. He noted that the Town is taking the State Code and following a County ordinance and giving enforcement control to the County, within the Town limits. He stated that the ordinance would not go against what good pet owners do; however, many do not honor what they should do for their pets. Councilman Sealock opined that the Town ordinance should be inline with the County of Warren, and this ordinance would just be mirroring that County of Warren and allowing them proper enforcement.

Councilman Meza noted that of the .7% listed, that was those with dog licenses, and there were only 40 complaints, of those that registered their dogs. He stated that the law already addresses the need for adequate food and shelter.

Vote: Yes – Gillispie, Sealock and Tewalt

No – Meza and Morrison

Abstain – N/A

Absent – Connolly

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

(By Roll Call)

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.

COUNCIL APPOINTMENT –Board of Architectural Review (BAR)

Councilman Meza moved, seconded by Vice Mayor Tewalt to appoint Andrea White to the Board of Architectural Review to a (4) four-year term, said term to expire November 13, 2021.

Councilman Meza noted that Mrs. White had an extensive background, and her interview went very well. He added that she would bring a lot to the Board and he was pleased that she is willing to serve the Town.

Vote: Yes – Gillispie, Meza, Morrison, Sealock and Tewalt
No – N/A
Abstain – N/A
Absent – Connolly
(Mayor Tharpe did not vote as there was no tie to require his vote)
(By Roll Call)

There being no further business, the Mayor declared the meeting adjourned at 7:34 p.m.

APPROVED:

Jennifer E. Berry
Clerk of Council