



REGULAR TOWN COUNCIL MEETING

TUESDAY, November 13, 2018 @ 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 October 22, 2018
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager
***Recognition of Travis Petty – Director of Energy Services**
 - 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) – NONE
8. **PUBLIC HEARING** – Amendment to the FY2019 Budget Concerning a List of Outstanding Purchase Orders that Need to be Carried Forward (*1st Reading*)

TOWN COUNCIL WORK SESSION

Immediately after the regular meeting

TOWN/STAFF RELATED ITEMS

1. Renewal of Lease Agreement for One Parking Space in Peyton Street Parking Lot for Betty Foster
- 130 E Main Street – *Town Manager*
2. Ordinance Amendment to Chapter 72 (Special Event) – *Town Manager*
3. Rescind 1993 Resolution Pertaining to the On-Street Parking Policy and Amend Town Code
(Chapter 158-9) to Reflect Same – *Town Manager*

COUNCIL/MAYOR RELATED ITEMS:

4. UFAC Terms Expire
5. NSVRC Elected Representative Term Expires
6. Council Discussion/Goals (*time permitting*)

8



Town of Front Royal, Virginia Council Agenda Statement

Page 1
Item No. 8

Meeting Date: November 13, 2018

Agenda Item: PUBLIC HEARING – Amendment to the FY2019 Budget Concerning a List of Outstanding Purchase Orders that Need to be Carried Forward (*1st Reading*)

Summary: Council is requested to affirm on its first reading an amendment to the FY 2019 Budget concerning a list of outstanding purchase orders that the Finance department has compiled, totaling \$14,654,326.96, based on the final audit results that need to be carried forward to the FY2019 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 having been connected in previous budget cycle, as follows:

General Fund	\$ 447,908.78
Special Projects	\$1,384,772.81
Electric Fund	\$ 539,112.61
Sewer Fund	\$7,247,675.70
Water Fund	\$3,147,458.28
Solid Waste Fund	\$ 28,907.79
Street Fund	\$1,858,490.09

Attachments: List of Purchase Orders

Meetings: Work Session held October 15, 2018

Staff Recommendation: Approval ✓ Denial

Proposed Motion: I move that Council affirm on its first reading an amendment to the FY 2019 Budget concerning a list of outstanding purchase orders that the Finance department has compiled, totaling \$14,654,326.96, that need to be carried forward to the FY2019 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: JW

	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
Projects	28341	9130 - R47013	FACILITY STUDY	\$ 264,949.65	FY15-FY18	POLICE DEPT HQ
	29306	9130 - R47961	COMMUNITY PLANNING PARTN	\$ 62,775.57	FY18	CBDG PROJECT MANAGMENT
	29379	9130 - R47982	G.B. FOLTZ CONTRACTING,	\$ 1,057,047.59	FY18	W MAIN CONNECTOR
				<u>\$ 1,384,772.81</u>		
Council	28237	1101 - R43002	COMMUNITY DEVELOPMENT	\$ 45,896.96	FY15	COMMUNITY DEVELOPMENT
	28953	1101 - R43002	COMMUNITY DEVELOPMENT	\$ 1,236.64	FY17	COMMUNITY DEVELOPMENT
	29034	1101 - R43002	MILLIMAN, INC.	\$ 7,975.00	FY17	ACTURIAL SERVICES
				<u>\$ 55,108.60</u>		
Town Manager	29419	1201 - R45428	SWANK MOTION PICTURES, I	\$ 1,260.00	FY18	GAZEBO FLICKS
				<u>\$ 1,260.00</u>		
HR	29033	1202 - R45504	INTERNATIONAL PUBLIC MAN	\$ 2,520.00	FY17	TRAINING FEES
	29038	1202 - R42013	CAPELLA UNIVERSITY INC	\$ 400.00	FY17	TUITION ASSISTANCE - 4 CL
				<u>\$ 2,920.00</u>		
Fleet Maintenance	29055	1203 - R47009	BAUGHAN & BAUKHAGES, PLL	\$ 93,818.90	FY16-FY17	ARCHITECTURAL SERVICES
	29058	1203 - R45412	W W GRAINGER INC	\$ 2,800.00	FY17	ASSORTED OFFICE FURNITURE
	29422	1203 - R47003	BEARCOM	\$ 6,370.77	FY18	GPS BACKUP BATTERY
				<u>\$ 102,989.67</u>		
I/T	29020	1204 - R47007	SYNTAX COMMUNICATIONS,	\$ 13,748.56	FY17	FIBER UPGRAD
	29053	1204 - R45504	(ISC)2	\$ 8,000.00	FY17	IT STAFF - SECURITY TRAIN
	29087	1204 - R43005	RICOH USA, INC.	\$ 5,078.60	FY18	RICOH
	29088	1204 - R43005	RICOH USA, INC.	\$ 4,513.02	FY18	COPIER LEASE
	29089	1204 - R43005	SHENTEL SERVICE COMPANY	\$ 3,145.00	FY18	100 MBPS INTERNET ACCESS
	29141	1204 - R45421	CDW GOVERNMENT, INC.	\$ 556.56	FY18	APPLE KEYBOARD & DOCKING STATION
	29374	1204 - R43005	ADOBE SYSTEM INC.	\$ 5,279.04	FY18	CREATIVE CLOUD & PHOTOSHO
	29397	1204 - R43005	POWER DMS	\$ 5,532.00	FY18	2 YEARS RENEWAL SDMS-AS
	29415	1204 - R47007	SHI CORP.	\$ 4,000.00	FY18	TOWN COUNCIL I-PAD REPLACEMENTS
				<u>\$ 49,852.78</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	\$ 2,803.44	FY15	PROMOTIONAL SUPPLIES
	28645	1205 - R43006	COMMERCIAL PRESS, INC	\$ 869.74	FY16	PRINTING SERVICES
	28694	1205 - R43040	NATIONAL MEDIA SERVICES,	\$ 10,000.00	FY16	WAYFINDING SIGNS
				<u>\$ 13,673.18</u>		
Finance	29427	1222 - R45504	COMMONWEALTH OF VIRGINIA	\$ 550.00	FY18	VCA CLASS
				<u>\$ 550.00</u>		
Police	29391	3101 - R45425	TSSI	\$ 165.60	FY18	LOW ROLL DISTRACTION DEVICE
	29391	3101 - R45425	TSSI	\$ 2,154.50	FY18	40MM OC FERRET
	29406	3101 - R45410	MARLOW WHITE UNIFORMS, I	\$ 1,490.80	FY18	MARLOW WHITE QUOTE
	29406	3101 - R45413	MARLOW WHITE UNIFORMS, I	\$ 456.00	FY18	MARLOW WHITE QUOTE
	29354	3102 - R45409	CIVIL DISTURBANCE UNIT	\$ 19,560.00	FY18	POLICE PATROL SUPPLIES
				<u>\$ 23,826.90</u>		
B & G	28570	4302 - R43004	LOWE'S	\$ 21,500.00	FY16-FY18	ROOF REPLACEMENT
	29326	4302 - R47009	CARTER MACHINERY CO INC	\$ 29,225.99	FY18	FY18 GENERAL PROPERTIES D
	29394	4302 - R47009	LANTZ CONSTRUCTION WINCH	\$ 53,774.87	FY18	TOWN HALL GENERATOR
				<u>\$ 104,500.86</u>		
Horticulture	29396	4305 - R45413	SPRINGTIME GARDEN CENTER	\$ 5,317.30	FY18	PORTSMOUTH ROAD PROJECT
				<u>\$ 5,317.30</u>		
P&Z	27531	8101 - R47014	AIR SURVEY CORPORATION	\$ 54,105.00	FY14	UPDATE AERIAL IMAGERY DAT
	28342	8101 - R43026	RENAISSANCE PLANNING GRO	\$ 29,809.49	FY15	COMP PLAN UPDATES
	28693	8101 - R43002	SABRA, WANG & ASSOCIATES	\$ 3,995.00	FY16	PROFESSIONAL SERVICES REN
				<u>\$ 87,909.49</u>		

	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
Streets	29100	4102 - R45474	CLATTERBUCK PAVEMENT MAR	\$ 292.77	FY18	THERMOPLASTIC PAVEMENT MA
	28869	4102 - R47933	RACEY PAVING & EXCAVATIN	\$ 3,036.76	FY17	CRISER ROAD TRAIL
	29063	4107 - R45515	TREASURER OF VIRGINIA	\$ 1,500.00	FY17	TRAINING AND LICENSE FEES
	28302	4500 - R45407	CARMEUSE LIME AND STONE	\$ 13,567.78	FY15	VARIOUS GRADE OF STONE
	29316	4500 - R45407	VULCAN, INC.	\$ 5,498.00	FY18	VARIOUS HARDWARE
	29100	4500 - R45474	CLATTERBUCK PAVEMENT MAR	\$ 207.14	FY18	THERMOPLASTIC PAVEMENT MA
	29421	4500 - R45474	MIDATLANTIC MARKING INC	\$ 4,368.04	FY18	THERMOPLASTIC PAVEMENT MA
	29380	4500 - R45477	LANTZ CONSTRUCTION WINCH	\$ 3,606.00	FY18	WALL DEMOLITION WITH CLEA
	29177	4500 - R45478	CARGILL, INC.	\$ 12,618.81	FY18	DEICING ROAD SALT
	29110	4500 - R47001	WINCHESTER EQUIPMENT COM	\$ 3,880.75	FY18	BOBCAT 72" SWEEPER BOX AN
	28932	4500 - R47005	CAPITAL GMC TRUCKS, INC.	\$ 148,894.00	FY17-FY18	DUMP TRUCK
	28461	4500 - R47909	ARTHUR CONSTRUCTION CO.,	\$ 124,025.00	FY16	WESTMINSTER DRIVE SIDEWAL
	29337	4500 - R47926	ARCHER WESTERN CONSTRUCT	\$ 668,253.50	FY18	CRISER ROAD BRIDGE
	29171	4500 - R47927	W-L CONSTRUCTION AND PAV	\$ 456,914.94	FY18	PAVING PROJECTS
	29338	4500 - R47941	LANTZ CONSTRUCTION WINCH	\$ 48,519.25	FY18	CURB & GUTTER - THROUGH J
	29321	4500 - R47956	SLURRY PAVERS INCORPORAT	\$ 195,300.00	FY18	SLURRY SEAL
	29162	4500 - R47957	BRANCH HIGHWAYS, INC.	\$ 146,351.25	FY18	LEACH RUN PARKWAY CONSTRU
	29392	4500 - R47962	MATTERN & CRAIG	\$ 21,657.00	FY18	ENGINEERING ON CRISER RD
				<u>\$ 1,858,490.99</u>		
Electric	29428	9499 - R40001	WELLS FARGO BANK, NA	\$ 87,000.00	FY18	AMI DEBT SERVICE
	29428	9499 - R40005	WELLS FARGO BANK, NA	\$ 120,000.00	FY18	AMI DEBT SERVICE
	28390	9401 - R43002	ENGINEERING TECHNIQUES,	\$ 4,500.00	FY16	MAIN STREET CANOPY LIGHTS
	28743	9401 - R43002	GDS ASSOCIATES, INC.	\$ 3,000.00	FY17	POWER SUPPLY CONSULTING S
	28541	9401 - R43004	MORETZ CONSULTING	\$ 3,800.00	FY16	ELECTRIC VEHICLE DC FAST
	29189	9401 - R43004	PITTMAN'S TREE & LANDSCA	\$ 39,512.03	FY18	TREE TRIMMING
	29269	9401 - R45407	PAINTER-LEWIS, P.L.C.	\$ 1,639.68	FY18	DEQ PERMIT
	29295	9401 - R45407	UNITED UTILITY	\$ 5,025.00	FY18	ATB240BLEDE70MVOLTR3PCLL
	29400	9401 - R45407	ANIXTER INC.	\$ 10,000.00	FY18	ELECTRIC SYSTEM ON LEACH
	29011	9401 - R45410	SAFETY ZONE SPECIALISTS	\$ 1,000.00	FY17	FR CLASS 3 HI-VIS SHORT S
	29304	9401 - R47005	ALTEC INDUSTRIES, INC.	\$ 40,000.00	FY18	FIRST PAYMENT REPLACE #344
	29370	9401 - R47502	UNITED UTILITY	\$ 2,838.00	FY18	LNH2LU5MOITR5BA W/PHOTOCE
	29399	9401 - R47910	ECONOLITE CONTROL PRODUC	\$ 10,800.00	FY18	TRAFFIC LIGHT SUPPLY
	29242	9401 - R47938	SOUTHEASTERN CONSULTING	\$ 126,534.96	FY18	KENDRICK LANE TRANSFORMER
	27543	9417 - R47001	SUPERION	\$ 83,462.94	FY14	AMI - PROGRAM
				<u>\$ 539,112.61</u>		

Sewer	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
	29087	9502 - R43005	RICOH USA, INC.	\$ 584.13	FY18	COPIER
	29277	9801 - R43002	PENNONI ASSOCIATES, INC.	\$ 3,826.75	FY18	ROYAL PHOENIX, LOT 6 PUMP
	29346	9801 - R43002	STANTEC CONSULTING, INC.	\$ 25,000.00	FY18	WATER SEWER RATE ANALYSIS
	29030	9801 - R43004	W W GRAINGER INC	\$ 1,500.00	FY17	SHELVING
	29085	9801 - R43005	WASTE MANAGEMENT OF WEST	\$ 56,324.24	FY18	BIOSOLIDS DISPOSAL SERVIC
	29250	9801 - R43005	ABB, INC.	\$ 1,080.09	FY18	QUARTERLY SERVICE CONTRAC
	29425	9801 - R43005	WASTE MANAGEMENT OF WEST	\$ 22,000.00	FY18	BISOLIDS DISPOSAL
	29222	9801 - R43077	INBODEN ENVIRONMENTAL SE	\$ 12,759.60	FY18	PERMIT REQUIRED TESTING T
	27930	9801 - R45407	GHD INC.	\$ 16,882.00	FY14	FAN PRESS
	29031	9801 - R45407	USABBLUEBOOK	\$ 10,000.00	FY17	EFFLUENT COMPOSITE SAMPLE
	29174	9801 - R45407	COMMONWEALTH CONTROLS CO	\$ 3,537.39	FY18	VARIABLE FREQUENCY DRIVE,
	29245	9801 - R45407	APPLIED INDUSTRIAL TECHN	\$ 6.97	FY18	MARTIN 1-1/4" SROCKET
	29245	9801 - R45407	APPLIED INDUSTRIAL TECHN	\$ 49.89	FY18	1 HP 480 V 3 PHASE MOTOR
	29245	9801 - R45407	APPLIED INDUSTRIAL TECHN	\$ 272.08	FY18	DODGE GEAR DRIVE
	29412	9801 - R45412	PIFER OFFICE SUPPLY	\$ 8,300.00	FY18	OFFICE FURNITURE
	29091	9801 - R45413	WINSCHER ENVIRONMENTAL,	\$ 3,740.00	FY18	BRENNTAG WINFLOC 7BC1 POL
	29389	9801 - R45413	EVOQUA WATER TECHNOLOGIE	\$ 3,000.00	FY18	MAGNETITE
	27549	9801 - R47009	LANTZ CONSTRUCTION WINCH	\$ 70,000.00	FY14	CROOKED RUN PUMP STATION
	28563	9801 - R47009	LANTZ CONSTRUCTION WINCH	\$ 32,562.00	FY16	BLOWER BUILDING
	28885	9801 - R47009	PATTERSON CONSTRUCTION C	\$ 500,000.00	FY17	RIVERTON & CRKD RUN PUMP
	29339	9801 - R47009	G.B. FOLTZ CONTRACTING,	\$ 469,381.92	FY18	ROYAL PHOENIX NORTHERN PU
	28187	9801 - R47015	ADAMS ROBINSON ENTERPRIS	\$ 2,667,355.75	FY15	WWTP EXPANSION
	28375	9801 - R47015	GHD INC.	\$ 240,424.58	FY16	WWTP UPGRADE
	28309	9802 - R47998	D & S CONTRACTORS	\$ 2,904,640.55	FY15-FY18	I & I ABATEMENT
	28666	9802 - R47998	CHA CONSULTING, INC.	\$ 194,447.76	FY16	I & I ABATEMENT
				<u>\$ 7,247,675.70</u>		

Water	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
	29087	9501 - R43005	RICOH USA, INC.	\$ 584.13	FY18	COPIER
	28287	9601 - R43002	CHA CONSULTING, INC.	\$ 25,000.00	FY15	WATER TREATMENT PLANT RES
	29017	9601 - R43002	CHA CONSULTING, INC.	\$ 18,940.00	FY17	WATER DISTRIBUTION/SYSTEM
	29346	9601 - R43002	STANTEC CONSULTING, INC.	\$ 25,000.00	FY18	WATER SEWER RATE ANALYSIS
	29424	9601 - R43002	VIRGINIA DEPARTMENT OF H	\$ 52,500.00	FY18	VULNERABILITY/ASSET MANA
	29012	9601 - R43004	EASTERN SUPPLY INC	\$ 1,200.00	FY17	BASIN CONTROL EQUIPMENT E
	29416	9601 - R43004	LOWE'S	\$ 2,300.00	FY18	WATER PLANT FLOORS STRIPP
	29250	9601 - R43005	ABB, INC.	\$ 1,080.10	FY18	QUARTERLY SERVICE CONTRAC
	29270	9601 - R45407	ENGINEERED FLUID, INC.	\$ 303.56	FY18	SMITH BLAIR COUPLING 12"
	29176	9601 - R45413	UNIVAR USA INC	\$ 3,760.00	FY18	SODIUM FLUORIDE - (80)50#
	29184	9601 - R45413	COYNE CHEMICAL	\$ 2,246.41	FY18	POTASSIUM PERMANGANATE -
	27546	9601 - R47009	CHA CONSULTING, INC.	\$ 125,000.00	FY14	RESERVIOR REPAIRS & PIER
	28119	9601 - R47009	CHA CONSULTING, INC.	\$ 460,000.00	FY14-FY16	FAIRGROUND ROAD WATER TAN
	28327	9601 - R47009	CHA CONSULTING, INC.	\$ 300,000.00	FY15-FY17	JAMESTOWN PUMP STATION
	28559	9601 - R47009	CARTER MACHINERY CO INC	\$ 11,240.00	FY16	REPLACEMENT CONTROL FOR T
	28871	9601 - R47009	FLOMEC, INC.	\$ 300,000.00	FY17-FY18	FILTER MEDIA
	29016	9601 - R47009	UTILITY SERVICE CO INC	\$ 18,690.08	FY17	RAW WATER INTAKE LINE CLE
	29018	9601 - R47009	LONG FENCE	\$ 35,000.00	FY17	ALUMINUM HAND RAIL REPLAC
	29019	9601 - R47009	COMMERCIAL PAINTING CORP	\$ 5,880.00	FY17	FILTER MEDIA AREA PAINTIN
	27494	9601 - R47903	MCGRANE FENCE COMPANY	\$ 39,729.00	FY13	SECURITY IMPROVEMENTS
	29413	9602 - R43002	UTILITY SERVICES ASSOCIA	\$ 72,360.00	FY18	LEAK DETECTION SURVEY
	29414	9602 - R45504	AMERICAN WATER WORKS ASS	\$ 4,600.00	FY18	TRAINING
	29313	9602 - R47513	BUSHONG CONTRACTING CORP	\$ 1,048,446.80	FY18	WATERLINE UPGRADES
	29409	9602 - R47513	W-L CONSTRUCTION AND PAV	\$ 99,158.20	FY18	PAVING WATERLINE REPAIRS
	28992	9617 - R47001	CORE & MAIN	\$ 391,440.00	FY17-FY18	WATER METERS
	29343	9672 - R40001	U.S. BANK	\$ 29,000.00	FY18	DEBT SERVICE ON WATER LOOP
	29343	9672 - R40005	U.S. BANK	\$ 74,000.00	FY18	DEBT SERVICE ON WATER LOOP
				<u>\$ 3,147,458.28</u>		

Solid Waste	<u>PO#</u>	<u>Account#</u>	<u>Vendor</u>	<u>Amount</u>	<u>Year Reserved</u>	<u>Description</u>
	29060	4203 - R47001	TOTER LLC	\$ 3,174.60	FY17	DUMPSTERS WITH LIDS, CART
	29143	4203 - R45407	BEARSAVER	\$ 1,736.97	FY18	BEAR PROOF REFUSE CONTAIN
	29167	4203 - R47001	TOTER LLC	\$ 5,960.40	FY18	96 GALLON ROLL OUT CART
	29172	4203 - R47001	TOTER LLC	\$ 5,300.00	FY18	96 GALLON REFUSE CART
	29279	4203 - R47001	BEARSAVER	\$ 1,601.00	FY18	RESIDENTIAL TRASH CART EN
	29395	4203 - R47001	TOTER LLC	\$ 11,134.82	FY18	TRASH CARTS AND/OR LIDS
				<u>\$ 28,907.79</u>		

General Fund	\$ 447,908.78
Special Projects	\$ 1,384,772.81
Street Fund	\$ 1,858,490.99
TOTAL GOVERNMENTAL FUNDS	\$ 3,691,172.58

Electric Fund	\$ 539,112.61
Sewer Fund	\$ 7,247,675.70
Water Fund	\$ 3,147,458.28
Solid Waste Fund	\$ 28,907.79
TOTAL OF ALL FUNDS	\$ 14,654,326.96

WORK SESSION

1



Work Session Agenda Form

Item # 1

DATE: November 13, 2018

AGENDA ITEM: Renewal of Lease Agreement for Parking Space in Peyton Street Parking Lot for Betty Foster - 130 E Main Street

SUMMARY: Staff has received a request from the family of Betty Foster to renew the Lease Agreement with the Town for a parking space at the rear and adjacent to her residence at 130 E Main Street and in the Town's Peyton Street Parking Lot. The original Lease Agreement was entered into by Betty Foster's late husband Fred Foster on January 18, 2007 at a cost of \$25.00 per annum for a period of five (5) years. The current Lease Agreement expires December 31, 2018. Council is requested to approve the 2nd Renewal of the Lease Agreement as presented and give the Town Manager and Town Attorney authority to execute the document with Mrs. Foster.

New Lease, Current Lease, sketch and photo attached

BUDGET/FUNDING: 1000-3150202 General Fund Rental-General Property

STAFF RECOMMENDATION: Staff recommends renewal of the Lease Agreement with Betty Foster as presented.

Work Session

LEASE RENEWAL AGREEMENT

THIS LEASE RENEWAL AGREEMENT, is made and entered into this _____ day of _____, 2018, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, hereinafter referred to as the "Town", and **BETTY FOSTER**, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, on January 18, 2007, Fred Foster, who had a business on East Main Street in Front Royal and lived with his wife, Betty Foster in a residence above his business, entered into a Lease Agreement with the Town to lease the hereinafter described real estate, a parking space for the residence, for a period of five (5) years to end on December 31, 2012.

WHEREAS, on January 1, 2013, Betty Foster, surviving spouse of Fred Foster, entered into a Lease Agreement with the Town to lease the hereinafter described real estate for a period of five (5) years to end on December 31, 2018.

WHEREAS, the parties hereto wish to renew said lease under the same terms and conditions, except as otherwise provided for herein, for additional consecutive terms of five (5) years each.

That for and in consideration of the sum of **TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per annum**, paid by the Lessee to the Town of Front Royal, the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to lease to the Lessee a certain parking space, located in the Town's parking lot immediately adjacent to the Lessee's home, and more particularly described in a sketch attached hereto, for the exclusive use of the Lessee.

2. **TERM OF LEASE** - The term of the Lease is for a period of **FIVE (5) years**, commencing on the **1st day of January 2019**, and ending on the **31st day of December 2024**.

3. **PAYMENT OF RENT** - Lessee shall pay to the Town of Front Royal an annual rental payment of \$25.00. The rental payment shall be paid in advance beginning on the 1st day of January 2019 and on an annual basis thereafter for the term of this Lease and any extensions hereunder.

4. **TRAFFIC CONTROL** - The Lessee shall be responsible for effectively cordoning off of the area permitted herein so as to effectively prevent other vehicles from utilizing the space. Access for Town and emergency vehicles shall not be impeded by this Lease, and shall be permitted at all times.

5. **HOLD HARMLESS** - The Lessee hereby agrees to hold the Town harmless from any liability pertaining to his use and/or occupancy of the premises in question.

6. **USE OF PREMISES** - The Lessee shall not assign this Lease or sublet the premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the premises, shall not violate any State, Federal, or local law concerning the use of the premises, or permit any illegal activity to occur thereon. The Lessee shall not create or allow any nuisance to be or remain upon the premise.

7. **ALTERATIONS OR IMPROVEMENTS** - Any alterations, additions, or improvements to the premises shall not be permitted without the written consent of the

Town. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessee by reputable workmen and contractors approved by the Town. All alterations, additions, or improvements to the premises shall be and remain the sole property of the Town of Front Royal.

8. **MAINTENANCE** - The Lessee shall maintain the premises in a proper condition. The Lessee shall surrender the premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. The Lessee accepts the property "as is". It is specifically understood that the Town has no obligation to the Lessee to make any repairs, improvements, or replacements whatsoever to the premises during the period of the Lease. The Town does not warrant or guarantee as to the suitability of the site for any particular purposes.

9. **TERMINATION** - This Lease will automatically terminate, without notice, upon Lessee's no longer residing at 130 East Main Street, Front Royal, Virginia, for any reason. This Lease further may be terminated by either party for any reason thirty (30) days from the date of mailing a written notice of termination to the other party. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
c/o Front Royal Town Manager
102 E Main Street
Front Royal, Virginia 22630
540-635-8007**

**BETTY FOSTER
130 E Main Street
Front Royal, Virginia 22630
540-636-1311**

In the event of termination by the Town of Front Royal prior to the scheduled expiration of the Lease, the Lessee shall be given a reasonable time to remove any of her personal property left upon the premises. In the event that public necessity requires an immediate recovery of the premises by the Town, and the Lessee is unable to remove her personal property from the premises, the parties shall agree as to reasonable compensation to be paid to the Lessee for any loss.

Except as provided herein, any personal property which remains upon the premises upon termination or expiration of the Lease shall become the sole property of the Town of Front Royal.

10. INTERPRETATION - The interpretation of the provisions of this Lease Agreement shall be in accordance with the laws of the State of Virginia.

13. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this Lease Agreement and extensions or renewals of this Lease Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

GIVEN under our hands this ____ day of _____, 201__.

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
JOSEPH E. WALTZ, Town Manager

BETTY FOSTER, Lessee

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into this 17th day of December, 2012, by and between the **TOWN OF FRONT ROYAL, VIRGINIA**, a municipal corporation, hereinafter referred to as the "Town", and **BETTY FOSTER**, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, on January 18, 2007, Fred Foster entered into a Lease Agreement with the Town to lease the hereinafter described real estate for a period of five (5) years to end on December 31, 2012.

WHEREAS, the parties hereto wish to renew said lease under the same terms and conditions for an additional term of five (5) years.

That for and in consideration of the sum of **TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per annum**, paid by the Lessee to the Town of Front Royal, the parties do hereby agree as follows:

1. **PREMISES** - The Town agrees to lease to the Lessee a certain parking space, located in the Town's parking lot immediately adjacent to the Lessee's home, and more particularly described in a sketch attached hereto, for the exclusive use of the Lessee.

2. **TERM OF LEASE** - The term of the Lease is for a period of **FIVE (5) years**, commencing on the **1st day of January, 2013**, and ending on the **31st day of December, 2018**.

3. **PAYMENT OF RENT** - Lessee shall pay to the Town of Front Royal an annual rental payment of \$25.00. The rental payment shall be paid in advance beginning on the 1st day of January, 2013 and on an annual basis thereafter for the term of this Lease and any extensions hereunder.

4. **TRAFFIC CONTROL** - The Lessee shall be responsible for effectively cordoning off of the area permitted herein so as to effectively prevent other vehicles from utilizing the space. Access for Town and emergency vehicles shall not be impeded by this Lease, and shall be permitted at all times.

5. **HOLD HARMLESS** - The Lessee hereby agrees to hold the Town harmless from any liability pertaining to her use and/or occupancy of the premises in question.

6. **USE OF PREMISES** - The Lessee shall not assign this Lease or sublet the premises. The Lessee shall not permit or allow any dangerous practice or hazardous condition to occur on the premises, shall not violate any State, Federal, or local law concerning the use of the premises, or permit any illegal activity to occur thereon. The Lessee shall not create or allow any nuisance to be or remain upon the premise.

7. **ALTERATIONS OR IMPROVEMENTS** - Any alterations, additions, or improvements to the premises shall not be permitted without the written consent of the Town. Any permitted alterations, additions, or improvements shall be performed at the sole expense of the Lessee by reputable workmen and contractors approved by the Town. All alterations, additions, or improvements to the premises shall be and remain the sole property of the Town of Front Royal.

8. MAINTENANCE - The Lessee shall maintain the premises in a proper condition. The Lessee shall surrender the premises to the Town at the conclusion of the Lease in the same condition and repair as existed at the commencement of the Lease. The Lessee accepts the property "**as is**". It is specifically understood that the Town has no obligation to the Lessee to make any repairs, improvements, or replacements whatsoever to the premises during the period of the Lease. The Town does not warrant or guarantee as to the suitability of the site for any particular purposes.

9. TERMINATION - This Lease may be terminated by either party for any reason thirty (30) days from the date of mailing a written notice of termination to the other party. For the purposes of this Lease, all notices shall be made in writing and shall be delivered by first class mail to the parties at the addresses stated herein, to-wit:

**TOWN OF FRONT ROYAL
c/o Front Royal Town Manager
16 North Royal Avenue
Front Royal, Virginia 22630
540-635-8007**

**BETTY FOSTER
c/o Fosters' Jewel Box
130 E. Main Street
Front Royal, Virginia 22630
540-636-1311**

In the event of termination by the Town of Front Royal prior to the scheduled expiration of the Lease, the Lessee shall be given a reasonable time to remove any of her personal property left upon the premises. In the event that public necessity

requires an immediate recovery of the premises by the Town, and the Lessee is unable to remove his personal property from the premises, the parties shall agree as to reasonable compensation to be paid to the Lessee for any loss.

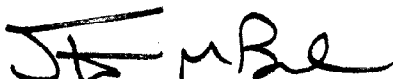
Except as provided herein, any personal property which remains upon the premises upon termination or expiration of the Lease shall become the sole property of the Town of Front Royal.

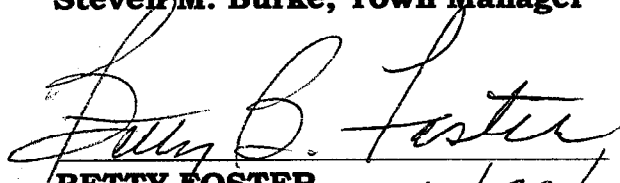
10. INTERPRETATION - The interpretation of the provisions of this Lease Agreement shall be in accordance with the laws of the State of Virginia.

13. MODIFICATION AND EXTENSIONS - Modification of the terms and conditions of this Lease Agreement and extensions or renewals of this Lease Agreement shall not be permitted, unless agreed to in writing and executed with the same formality as this Agreement.

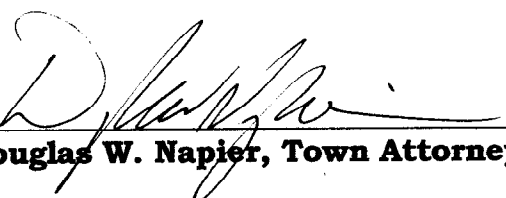
GIVEN under our hands this 17th day of December, 2012.

TOWN OF FRONT ROYAL, VIRGINIA

BY: 
Steven M. Burke, Town Manager


BETTY FOSTER 11/29/12

APPROVED AS TO FORM:


Douglas W. Napier, Town Attorney





2



Work Session Agenda Form

Item # 2

DATE: November 13, 2018

AGENDA ITEM: Proposed Ordinance Amendments to Town Code Chapter 72 (Special Events)

SUMMARY: During the most recent Business Forum several business owners discussed concerns with parking during Special Events held in the Gazebo Area located at Main and Chester Streets. Town Staff has proposed amendments to Chapter 72 (Special Events) to help with these concerns. Town Staff has also incorporated various other changes to make Chapter 72 more user friendly and to incorporate fees that would assist in covering the costs of Town services and personnel during events that may require their presence. Council is requested to consider the amendments to Town Code Chapter 72 (Special Events) as presented. Some of the highlighted amendments include:

- Removing the requirement that a permit is required for “any gathering of fifty (50) or more people”. Permits are required for anyone that is requesting to use public property since it acts as their “reservation”. The number of people is irrelevant. *(page 1)*
- Permitting the full/partial closure of Main Street twice a month and removing all other reference to time of closures *(pages 4 and 5)*
- Only allowing the full closure of the Gazebo Parking Lot in conjunction with the closure of Main Street. All other times the east Main Street entrance of the Gazebo Parking Lot will remain open for the Visitor’s Center and local businesses. Bollards will be placed to allow approximately 13 parking spaces to remain open during partial closures *(pages 5)*
- The payment of fees and/or services was already included in the Town Code. It has been amended to allow for enforcement when such services are requested. The electric fee is currently being charged and has been for several years. *(page 6)*

Proposed Ordinance Amendment. Costs for Services, Sketch Attached

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff recommends the various amendments to Chapter 72 as presented.

Work Session

Chapter 72SPECIAL EVENTS

- 72-1 PURPOSE OF CHAPTER**
- 72-2 ~~SPECIAL EVENTS; PERMIT REQUIRED~~**
- 72-3 PERMIT APPLICATION**
- 72-4 PERMIT APPROVAL PROCESS**
- 72-5 PERMIT EXCEPTIONS**
- 72-6 PERMIT REVOCATION/SUSPENSION**
- 72-7 ~~PERMIT PROCESSING FEE PROVISIONS OF THIS CHAPTER~~**

72-1 PURPOSE OF CHAPTER

A. The Town Council enacts this Chapter for the purpose of regulating the time, place and manner of special events and demonstrations within the Town and to accommodate competing demands for the public use of streets, sidewalks and public places. Regulation is necessary to preserve the public peace and safety, to permit free expression on issues of public concerns, to protect persons and property, to maintain acceptable conditions of traffic flow upon the streets and sidewalks and to prevent, control or eliminate any illegal, injurious or dangerous effects of this lawful activity.

B. The Town Council does not enact this Chapter or seek through its enforcement, to deny or abridge any person's rights of assembly and free speech or the opportunity for communication of thought and discussion of public questions in public places.

72-2 ~~SPECIAL EVENTS; PERMIT REQUIRED~~

~~A Events for which permit required.~~ No person(s) or entity shall conduct any of the following special events or activities unless a permit has been granted by the Town:

1. Any gathering of individuals or groups ~~comprising of fifty (50) or more persons~~ for the purpose of listening to or participating in entertainment and/or commemorative festivals or parades with or without music and with or without the use of microphones and amplifiers conducted in open spaces not within an enclosed structure.
2. Any planned gathering that results in the closing of any part of any public street or sidewalk to accommodate persons attending the gathering.
3. Parades, processions, marathons, bicycle races and other events utilizing the sidewalks or vehicular travel portion of Town streets.
4. Motion picture, video or broadcast television productions, other than news media, involving the staging of vehicles, equipment, props or personnel on public property, including buildings, streets and sidewalks, or requiring the use of Town equipment or services.

72-3 PERMIT APPLICATION

~~B. Application contents and fee.~~ **A.** An application for any permit required by this Chapter shall be made to the Town Manager or the Manager's designee. The application shall be submitted not less than thirty (30) days nor more than six (6) months prior to the date of the proposed activity. An application for a major event, one involving the closure of more than three (3) blocks or which will last more than two (2) days, shall be filed not less than sixty (60) days nor more than six (6) months before the first date of the proposed activity.

If an application is submitted after the filing deadline set forth in Subsection ~~B~~, **A**, the Town Manager or the Manager's designee may waive the filing deadline requirement of Subsections ~~A and B~~ upon a demonstration by the applicant in writing, that circumstances giving rise to the proposed event did not reasonably allow the applicant to apply for a permit within the time prescribed.

The application shall contain the following information, utilizing a form provided by the Town Manager's Office:

1. Description of the proposed activity;
2. Date, time and location/route of proposed activity and the anticipated number of participants and spectators;
3. Provisions for ~~sanitation~~ **restroom** facilities; security **including but not limited** to crowd, noise, parking, **and** traffic control; emergency services, fire protection, ~~food handling~~, waste and refuse disposal, ~~noise restrictions~~, ADA compliance, ~~parking~~ and loud speaker placement. Plans for control shall meet all state and local requirements, **ordinances and regulations**
- ~~3. The provision of adequate crowd, parking and traffic control, security, emergency services and fire protection, food handling, waste and refuse disposal and noise restrictions.~~
MOVED TO 72-3.A.3
4. Food and beverages to be sold or distributed. Plans for sale or distribution shall meet all state and local requirements, ordinances and regulations;
5. The designation of an individual or individuals who shall be responsible for ensuring compliance with the provisions of this Chapter and the conditions of the permit;
6. Proposed equipment, **including but not limited to**, vehicles, staging, bleachers, shelters, lighting and electricity requirements;
7. If revenue is anticipated to be generated by the activity, the individuals or entity that will benefit therefrom, and a list of anticipated vendors. Vendors associated with special events permitted through this Chapter shall not be subject to Town business license requirements, however, the approved permit does not eliminate any requirement for any business license,

permit(s) which may be prescribed by an other federal, state or local statues, ordinances, rules or regulations or compliances with any other federal, state or local statues, ordinances or rules or regulations;

8. If animals such as horses are to be included in the event, provision of waste collection shall be provided by the Event Coordinator.

9. If pets are to be excluded from the event and how this shall be communicated to attendees;

~~10. Placement of temporary signage stating proposed closure of road; and,~~

10. Such additional information or assurances as the Town Manager may require.

~~C. Application submission and processing requirements.~~

~~1. B.~~ A completed application shall be processed and either granted or denied within a reasonable time of receipt, but not more than thirty (30) days from the receipt of any application requiring sixty (60) days' advance filing or fifteen (15) days from the receipt of any application requiring thirty (30) days' advance filing. Such decision shall be in writing, setting forth the conditions of the permit, if granted, or the reasons for denial. The decision shall be provided to the applicant at the address stated in the application.

Prior to the final denial of any application, the applicant shall be apprised of the reason therefore and shall be able to appeal to the Town Council.

~~2. If an application is submitted after the filing deadline set forth in Subsection B, the Town Manager or the Manager's designee may waive the requirements of Subsections A and B upon a demonstration by the applicant in writing, that circumstances giving rise to the proposed event did not reasonably allow the applicant to apply for a permit within the time prescribed. MOVED TO 72-3.A.~~

72-4 **PERMIT APPROVAL PROCESS**

~~D. Permit approval process.~~

~~1. A.~~ The permit shall be granted by the Town Manager if the following conditions are met: The Town Manager or the Manager's designee may impose, as conditions to granting a permit, such further requirements and restrictions as will reasonably protect the public health, safety, welfare, peace and order. Such conditions may include, but are not limited to the following:

~~a. 1.~~ Any proposed use of public property, right-of-way, or facilities will have a public benefit and not unreasonably interfere with the normal use of property, right-of-way or facility by the Town or the general public;

- b. **2.** he proposed activity does not present a safety or health risk to participants, spectators or the public, or an environmental hazard;
- c. **3.** The proposed activity is compatible with the surrounding area or neighborhood, in consideration of anticipated noise, traffic, crowd capacity and other identifiable factors;
- d. **4.** Should the proposed activity include music or entertainment, provision of such entertainment shall not exceed twelve (12) hours in any twenty-four (24) hour period from the first gathering of participants;
- e. **5.** Race events shall be responsible to provide traffic cones along affected routes to keep participants within coned boundaries, place race marshals at the start/finish and at every intersection along the coned route;
- f. **6.** The applicant has provided proof of liability insurance underwritten by insurers acceptable to the Town, indemnifying the Town against any perils, suits, claims and losses which may arise in connection with the proposed activity. Such coverage shall be in amounts consistent with a standard schedule approved by the Town Manager, based upon risks associated with each type of event, in consideration of anticipated attendance. The Certificate of Liability Insurance to cover the event shall name the Town as an "Additional Insurer";
- g. ~~The proposed activity conforms to the Town's Zoning Ordinance;~~
- h. **7.** Should the proposed activity take place within the Historic Downtown area, the following restrictions shall be met;
- ~~[1] Events with less than 750 attendees shall be restricted to the Gazebo Area and Parking Lot;~~
- ~~[2] Events with less than 3,000 attendees shall be restricted to the Gazebo Area and Parking Lot, Chester Street, and Laura Virginia Hale Place and a partial closure of Main Street from Chester Street to Blue Ridge Avenue after 5:00 p.m.;~~
- ~~[3] Events with 3,000 or more attendees can request closure of Main Street from Royal Avenue to Blue Ridge Avenue;~~
- ~~[4] Partial closure of Main Street, prior to 5:00 p.m., shall be permitted once per month;~~
- ~~[5] a.~~ Full and/or partial closure of Main Street, ~~prior to 5:00 p.m.,~~ shall be permitted four (4) times per calendar year **two (2) times per month;** and,

b. Full closure of the Gazebo Parking Lot shall be permitted only when the full or partial closure of Main Street has been requested/permitted.

c. Partial closure of the Gazebo Parking Lot shall be permitted, but the East Main Street entrance to the Parking Lot will remain open to accommodate parking for the Visitor's Center and local businesses. Bollards will be placed in the parking lot, by the Town, to allow such parking.

~~[6] The Town Manager shall determine the number of attendees based on the information provided by the applicant, but shall not be limited to that information when the estimate provided by the applicant is determined to be unrealistic.~~

~~2.~~ **d.** Town or County sponsored events shall have priority in use of any downtown public property or right-of-way. For events not sponsored by the Town or County, applicants who have held a quality event in the previous year and remain in good standing with the Town shall have priority for the same time and location the following year. All other applications are processed in order of receipt.

~~3. Prior to the final denial of any application, the applicant shall be apprised of the reason therefore and shall be able to appeal to the Town Council.~~ **MOVED TO 72-3B**

~~E. Permit requirement. The Town Manager or the Manager's designee may impose, as conditions to granting a permit, such further requirements and restrictions as will reasonably protect the public health, safety, welfare, peace and order. Such conditions may include, but are not limited to the following:~~ **MOVED TO 72-4A**

~~1.~~ **8.** The payment of a reasonable fee for the use of Town utilities in connection with the proposed activity. Fees shall be as follows:

<u>Service</u>	<u>Fee</u>
Electric Service	\$25.00 per day
Water Service	Current metered rate

~~2.~~ **9.** The applicant can request the use of Town equipment and personnel at an event. Provisions of these services, by the Town are unplanned expenses, and ~~should~~ **shall** be considered by the event coordinator to the Town for reimbursement for such efforts. Expenses are typically as follows:

<u>Service</u>	<u>Fee</u>
Police Service (less than 750 attendees)	\$ 50.00 per hour
Police Service (750 to 2,999 attendees)	\$125.00 per hour
Police Service (3,000 or more attendees)	\$250.00 per hour
Solid Waste Service (less than 750 attendees)	\$ 40.00 per hour
Solid Waste Service (750 to 2,999 attendees)	\$ 75.00 per hour
Solid Waste Service (3,000 or more attendees)	\$120.00 per hour

~~3. The provision of adequate crowd, parking and traffic control, security, emergency services and fire protection, food handling, waste and refuse disposal and noise restrictions. MOVED TO 72-A.3.~~

4. **10.** By acceptance of the issuance of this **the** permit, the applicant provides the Town Manager, the Manager's designee, and/or duly constituted law enforcement officers full access to the event for the purpose of determining compliance with the provisions of this Chapter.

5. **11.** Event Coordinators shall make every effort to promote the following and communicate to all organizers, vendors, entertainers or participants other than attendees the following suggested actions:

a. Event organizer, vendor, entertainer and participant parking should be in locations other than the Peyton Street Parking Lot. The Event Coordinators shall seek permission from off-site property owners for participant parking;

b. Participants in events associated with road closures shall confine exhibits, equipment and supplies to road area only. Blocking of sidewalks is prohibited;

~~e.~~ **i.** Event Coordinators shall provide first right of refusal for one space adjacent to each merchants' business up to six (6) weeks in advance of the event. Event Coordinators are encouraged to provide reduced rates for this space;

~~d.~~ **ii.** Event Coordinators shall place vendor booths on alternating sides of the road or shall alternate side of the road each year for successive events; and,

~~e.~~ **iii.** Pedestrian access paths shall be provided to the sidewalk at a rate of one ten (10) foot space every forty (40) feet of vendor booths. All sidewalk access points shall be free from vendor booths.

H. **12.** Any permit granted under the provisions of this Chapter shall remain in effect for the duration of the proposed activity.

72-5 **PERMIT EXCEPTIONS**

~~F. Exceptions for special event activities.~~ This Chapter shall not apply to:

1. Gatherings on residentially-zoned property for the celebration of birthdays, anniversaries or family reunions;

2. Sporting events on any publicly-owned property;

3. Gatherings or events on Warren County or school-owned property with the permission of the County or School Board; or,

4. Gatherings or events on Randolph Macon Academy or school-owned property.

72-6 PERMIT REVOCATION/SUSPENSION

~~G.~~ The Town Manager or the Manager's designee shall be authorized to revoke or suspend any permit previously granted:

1. For violation of any provisions of this Chapter or of any condition of the permit;
2. For any material misrepresentation, intentional or otherwise, made in connection with the application;
3. When weather conditions render the subject activity unsafe; and,
4. When otherwise required in the interest of public health, safety and welfare or environmental considerations.

In the event a permit is revoked or suspended, the permittee shall immediately discontinue, or cause to be discontinued, the activity for which the permit was granted, but shall thereafter, be entitled to a hearing concerning the revocation or suspension decision as provided by ~~Subsection D.3.~~ **72-3.B.**

~~H. Any permit granted under the provisions of this Chapter shall remain in effect for the duration of the proposed activity.~~ **MOVED TO 72-4A.12**

~~I. The granting of any permit required by this Chapter shall not eliminate any requirement for any business license, any other permit(s) which may be prescribed by any other federal, state or local statutes, ordinances, rules or regulations, or compliance with any other applicable federal, state or local statutes, ordinances or rules or regulations.~~ **MOVED TO 72-3A.7**

~~J. Vendors associated with special events permitted through this Chapter shall not be subject to Town business license requirements.~~ **MOVED TO 72-3A.7**

72-7 PROVISIONS OF THIS CHAPTER

A. The Town Manger may designate one (1) or more officers or employees of the Town to administer the provisions of this Chapter.

B. Any person who shall violate any provision of this Chapter shall be guilty of a Class 3 misdemeanor.

~~**72-3 PERMIT PROCESSING FEE**~~

~~A nonrefundable processing fee, as follows, shall be submitted with the completed application for a special event:~~

- ~~1. All special event permits shall be processed at no cost.~~



Removeable
Bollards

Town Support for Major Events (WC/BB/FFD)			
Services	Currently	Actual Cost	Code
Police	\$0	\$2,930	\$1,250
Solid Waste	\$0	\$1,180	\$900
Electric	\$25	\$230	\$25
Total	\$25	\$4,340	\$2,175

WC – Wine & Craft BB – Brew & Blues FFD – Family Fun

3



Work Session Agenda Form

Item # 3

DATE: November 13, 2018

AGENDA ITEM: Rescind 1993 Resolution Pertaining to On-Street Parking Policy and Amend Town Code (Chapter 158) to Reflect Same

SUMMARY: To better designate and authorize the installation and placement of traffic signs and parking regulations by the Town Manager the On-Street Parking Policy previously approved by Town Council in 1993 is requested to be rescinded and the Town Code amended to reflect the change. The Town Code already gives the Town Manager the authority to designate signs and parking regulations in Town Code Chapter 158; however, the On-Street Parking Policy places specific restrictions that are currently not in existence or outdated. Council is requested to consider the request of removing the On-Street Parking Policy as presented.

Proposed Amended Ordinance, 1993 Resolution and Minutes of 1993 attached.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Staff recommends the various amendments be made to Town Code Chapter 158-9 and 158-17 as presented.

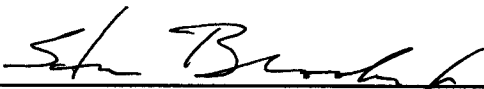
Work Session

R E S O L U T I O N

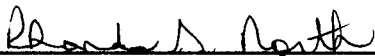
BE IT RESOLVED by the Town Council of the Town of Front Royal, Virginia, that the On-Street Parking Policy dated January 15, 1993, which was prepared and submitted by Kimberley P. Fogle, Director of Planning, is hereby approved.

Nothing herein shall prevent the supplementation of the Town of Front Royal On-Street Parking Policy from time to time at the discretion and upon approval of the Front Royal Town Council.

APPROVE:


STANLEY W. BROOKS, JR., MAYOR

ATTEST:


RHONDA S. NORTH, Town Clerk

This resolution was adopted by the Town Council of the Town of Front Royal, Virginia, on the 22nd day of March, 1993.

DEPARTMENT OF PLANNING TOWN OF FRONT ROYAL

MEMORANDUM

TO: Town Manager, Mayor and Town Council

FROM: Kimberley P. Fogle, Director of Planning *Kpfogle*

DATE: January 15, 1993

SUBJ: On-Street Parking Policy

This memorandum will explore some of the issues surrounding restricted on-street parking and will provide a draft policy for the Council's consideration. By way of background, there have been a number of requests made in recent months for 'limited hours' parking in front of businesses, residences and churches. A desirable way for dealing with these requests is to have an administrative process and some guidelines by which the administrator can act.

Generally speaking, it is the Public Works Department and the Police Department that get involved with issues relating to parking and public safety. In the past, all requests had been made through the Police Department, who conferred with Public Works prior to approving/denying. They are the best equipped to handle the evaluation of parking requests in an equitable manner.

Recommendations

The recommended draft policy provisions are highlighted, as follows. More detailed discussion is provided later in this memorandum.

- Where requested, install two-hour parking restriction on streets that have commercially-zoned property or property used for commercial purposes, such as adjoining offices in R-3 areas. (It should be noted that such streets may have residential and institutional uses.)
- Allow for the provision of 15-minute parking in front of a particular business, when requested by that business, to the extent where it includes 50% of the frontage or 1 space, whichever is larger. This 15-minute provision would be useful for businesses where loading areas are needed because it will allow some parking (when not in use for loading) but at a high turnover rate.

- Do not place time limitations on parking within residential areas (residentially-zoned areas). Re-evaluate the situation and the need for parking restrictions if numerous requests are received that suggest a real problem in a residential area.
- Encourage the provision of handicapped parking off-street (on-site). Where that is not feasible, allow on-street signed areas where there is a demonstrated need, sufficient area for a safe situation and the provision of ramps or easy access to the structure(s) to be served. Continue the current policy with institutional uses of signing for high demand times, where possible.

Commercial Areas

Numerous types of limited hours parking are currently provided, as follows:

- **10-minute** parking (around Town Hall, Virginia Laundry, Donahoe's Florist, By-Pass Grocery and some other businesses) where in-and-out traffic is prevalent.
- **two-hour** parking (on downtown commercial streets -- Main and Royal)
- **one-hour** parking (on Chester Street)
- **15-minute** parking (in front of Chamber of Commerce in parking lot, John Marshall Market, South Street)
- **20-minute from 7 pm to 7 am (nighttime)** parking on Peyton Street. This is a strange one, designed I understand to prevent kids from hanging-out.

The two-hour parking limitation along commercial streets allows for the reasonable turnover in parked vehicles and serves the interest of the commercial uses nearby. The 10- or 15-minute parking provides for maximum parking turnover for businesses that have considerable in-and-out traffic, such as dry cleaners and the visitor's center. From a philosophical standpoint, I believe there is the place for both types in the downtown area.

Day-time, two-hour parking limitations are the most reasonable in commercial areas because they will allow for turnover while providing equal accessibility to commercial businesses. In the evening hours, residents have the opportunity to park as well. The Parking Commission, in their July 1990 report, recommended two-hour parking along all commercial streets in the downtown area, with the exception of Chester Street,

Town Manager, Mayor and Council
On-Street Parking Policy
January 15, 1993
Page 3

for parking between the hours of 7 am and 5 pm. For the high turnover businesses, where the opportunity for in-and-out service is critical to the business, the provision of very short-term limitations, such as 10 to 15 minutes, is desirable. This provision could also be utilized where the need for loading areas exists to allow for maximum utilization of the space.

All commercial businesses should be treated equitably, not favoring one business over another. Businesses needing in-and-out, short-term parking should be afforded the opportunity if it will not have an adverse impact on adjoining commercial uses. One way to achieve that may be to limit short-term parking in front of commercial businesses to one (1) space or 50% of the space available in front of a particular establishment. Due to limited convenient parking space downtown, one may park in front of X business to patronize Y business. The businesses needing short-term parking would be served but not at the expense of the adjoining businesses.

Residential

I do not believe we have a problem yet with the encroachment of commercial parking in residential areas that would warrant instituting a parking sticker or similar type program. The areas where problem has surfaced is actually a commercially-zoned area that has residential uses. The parking of employees on a public street has infringed upon the ability of the resident to park in front of their home or adjoining convenient area. If such instance occurs and a request is made by the property owner, it should be treated as a commercial area, with the 2-hour parking limitation. Equal treatment would then be afforded to all uses on the street.

Handicap Parking

Convenient and accessible parking for individuals with limited mobility and other physical handicaps should be provided. The provision of on-street handicapped spaces should be evaluated closely because it may be found that providing the spaces causes more of a safety hazard (particularly on more confined streets and where no ramp is provided in proximity) than not providing them. The criteria for placing handicapped parking spaces on-street should include the existence of handicapped clientele, easy access from the space to the structure and adequate on-street room to provide for safe maneuvering by handicapped persons. Generally speaking, handicapped spaces should be provided on-site (off-street) wherever possible.

Town Manager, Mayor and Council
On-Street Parking Policy
January 15, 1993
Page 4

With institutional uses, such as churches, the current policy of signing for handicapped use only during services or period of assembly is the more flexible and desirable approach since it targets the space to the high demand time and does not limit its use during low demand periods.

This draft policy may not address all potential situations or requests that might arise relative to limits on parking times. It does attempt to cover those areas which are likely to arise or those for which we have received requests.

March 22, 1993

RESOLUTION - Approval of on-street parking policy

Vice Mayor Kitts moved, seconded by Councilman Duncan, that Council adopt a resolution approving the On-Street Parking Policy as prepared by the Director of Planning.

Vote: Yes - Unanimous

4



Work Session Agenda Form

Item # 4

DATE: November 13, 2018

AGENDA ITEM: UFAC Terms Expire

SUMMARY: Council appointed Thomas Dombrowski on February 12, 2018 and Linda Taylor on August 27, 2018 to un-expired terms on the Urban Forestry Advisory Commission (UFAC) expiring December 20, 2018. Per Chairman David Means Linda Taylor would like to be considered for re-appointment and Thomas Dombrowski would not therefore creating one vacancy. Once approved both terms would be 4-year terms expiring December 20, 2022.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Council directs Town Staff on their decision.

Work Session

5



Work Session Agenda Form

Item # 5

DATE: November 13, 2018

AGENDA ITEM: NSVRC Elected Representative Term Expires

SUMMARY: On January 9, 2017, Council appointed Councilman William A. Sealock as the elected representative to serve on the Northern Shenandoah Valley Regional Commission (NSVRC), said term to expire December 31, 2018. Terms on the Commission usually coincide with the councilmember's term. Council is requested to re-appoint Councilman Sealock to the NSVRC to complete his term, said term to expire December 31, 2020.

BUDGET/FUNDING: N/A

STAFF RECOMMENDATION: Council directs Town Staff on their direction

Work Session