

**AGENDA**  
**Luray Town Council Work Session**  
**Tuesday, January 28, 2020**  
**5:30pm**

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- |             |  |                  |
|-------------|--|------------------|
| <b>I.</b>   | <b>CALL TO ORDER</b>                         | Mayor Presgraves |
| <b>II.</b>  | <b>PLEDGE OF ALLEGIANCE TO THE U.S. FLAG</b> | Mayor Presgraves |
| <b>III.</b> | <b>ROLL CALL</b>                             | Danielle Babb    |
| <b>IV.</b>  | <b>UPDATES &amp; DISCUSSION ITEMS</b>        |                  |
|             | A) Luray Landing – Road & Utility Dedication | Steve Burke      |
|             | B) Traffic Management Options                | Steve Burke      |
|             | C) Urban Agriculture                         | Steve Burke      |
|             | D) Weed Control                              | Steve Burke      |
|             | E) FY 2020-2021 Budget Discussion            | Steve Burke      |
| <b>VII.</b> | <b>ADJOURN</b>                               |                  |

*Version Date: January 23, 2020 10:00 am*

Town of Luray  
PO Box 629  
45 East Main Street  
Luray, VA 22835  
[www.townofluray.com](http://www.townofluray.com)  
540.743.5511



**Mayor**

***Barry Presgraves***  
bpresgraves@townofluray.com  
Term: 2017-2020

**Council Members**

***Leroy Lancaster***  
llancaster@townofluray.com  
Term: 2017-2020

***Jerry Schiro***  
jschiro@townofluray.com  
Term: 2014-2022

***Joey Sours***  
jsours@townofluray.com  
Term: 2017-2020

***Jerry Dofflemyer***  
jdofflemyer@townofluray.com  
Term: 2015-2022

***Leah Pence***  
lpence@townofluray.com  
Term: 2017-2020

***Ronald Vickers***  
Rvickers@townofluray.com  
Term: 2014-2022

**Town Officials:**

Town Manager – Steven Burke  
Assistant Town Manager- Bryan Chrisman  
Town Clerk/ Treasurer- Mary Broyles  
Deputy Town Clerk/ Treasurer- Danielle Babb  
Chief of Police- Bow Cook  
Superintendent of Public Works- Lynn Mathews  
Superintendent Parks & Recreation-Dakota Baker

**Commissions & Committees:**

Luray Planning Commission  
Luray-Page County Airport Commission  
Luray Tree and Beautification Committee  
Luray Board of Zoning Appeals  
Luray Downtown Initiative  
Luray-Page County Chamber of Commerce



**Town of Luray, Virginia**  
Town Council Agenda Statement

Item No: IV-A

Meeting Date: January 28, 2020

Agenda Item: TOWN COUNCIL DISCUSSION  
Item IV-A – Luray Landing

Summary: The Town Council is requested to discuss the pending request from Baker Development for the acceptance of roads and utilities associated with the Luray Landing Development. Staff anticipate three submittals from the developer:

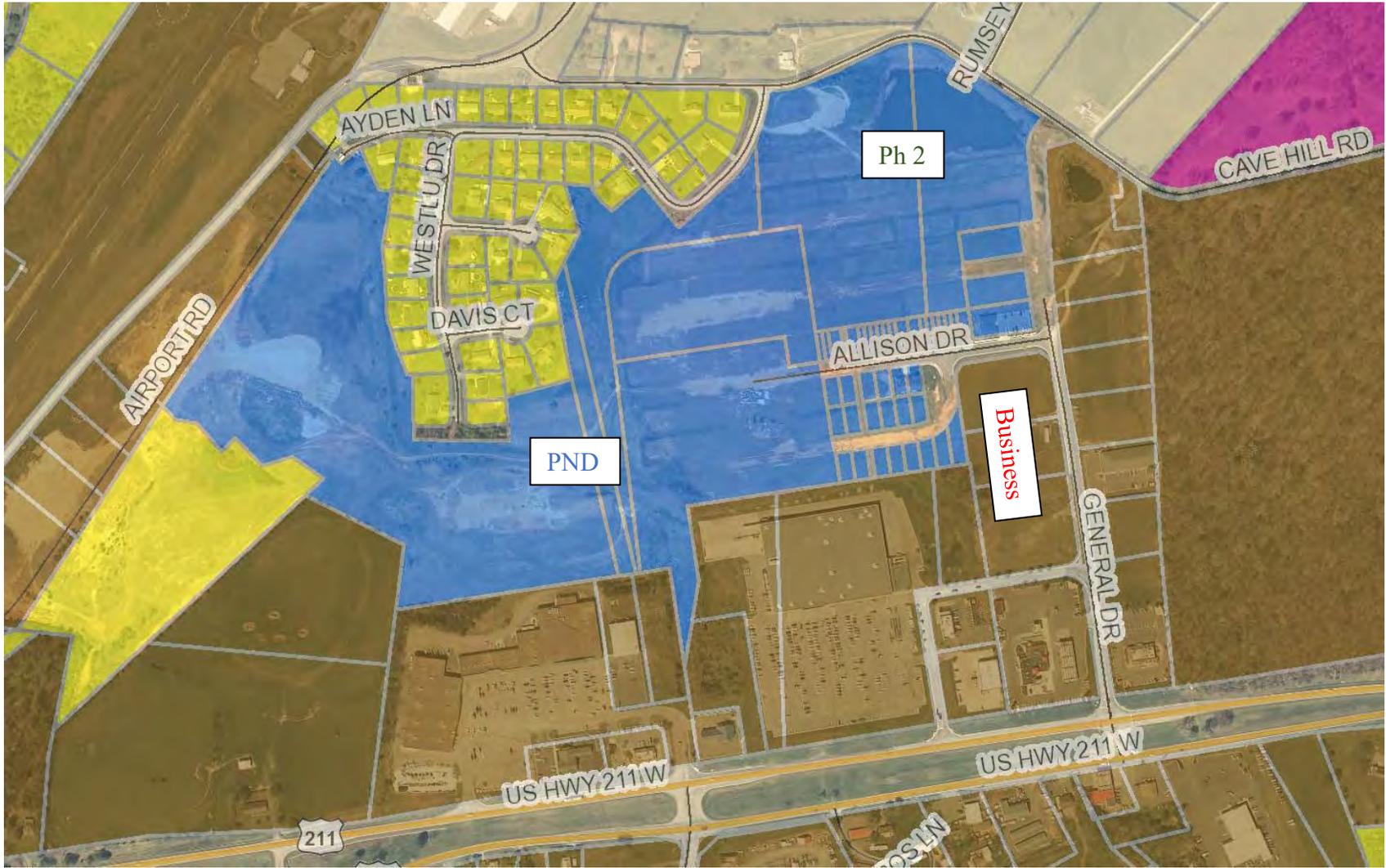
- Business Park - General Drive road improvements & utilities
- PND – A Portion of Allison Drive & Frontier Drive road & utilities
- Phase II – Rezoning of properties north of Allison Drive to Commercial

Staff believe the Business Park portion will be appropriate for consideration. The PND portion should be considered at a later time to address outstanding proffer items. The Phase II portion could be considered but development-based utility issues will need to be discussed.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A





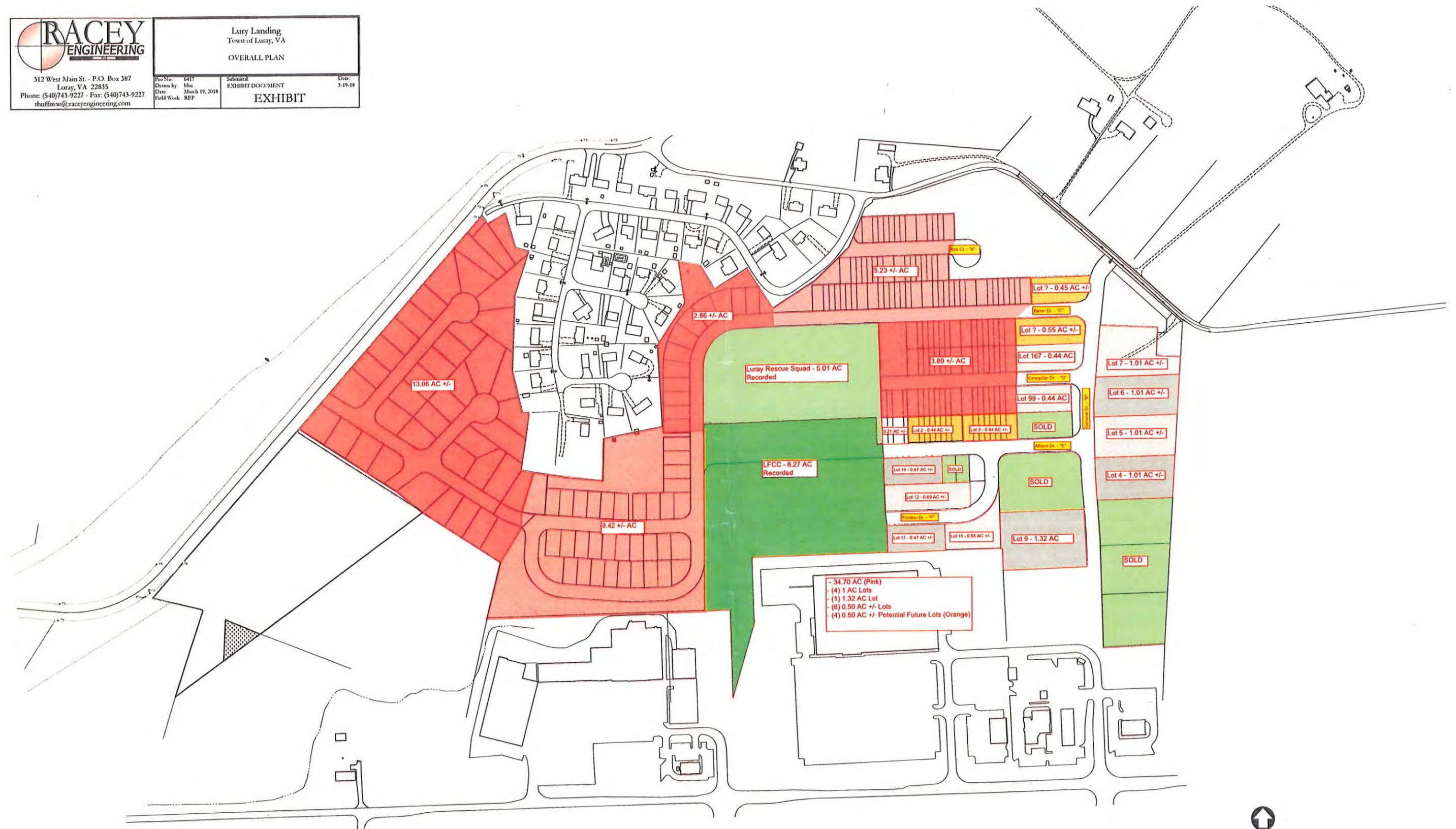
312 West Main St. - P.O. Box 387  
 Luray, VA 22835  
 Phone: (540)743-9227 - Fax: (540)743-9227  
 shuffman@raceyengineering.com

Lury Landing  
 Town of Luray, VA

OVERALL PLAN

Proj No: 6417  
 Drawn by: bhu  
 Date: March 19, 2018  
 Field Work: REP

Submittal: EXHIBIT DOCUMENT  
 Date: 3-19-18  
**EXHIBIT**



- 34.70 AC (Pink)  
 - (4) 1 AC Lots  
 - (1) 1.32 AC Lot  
 - (6) 0.50 AC +/- Lots  
 - (4) 0.50 AC +/- Potential Future Lots (Orange)



**DEVELOPER'S AGREEMENT  
REGARDING  
LURAY LANDING BUSINESS PARK SUBDIVISION**

WHEREAS, the undersigned, Baker Development Partnership, L.L.C., a Virginia limited liability company (hereinafter "Developer"), is the owner of a proposed subdivision known as Luray Landing Business Park, located off of Cave Hill Road, in the Town of Luray, Page County, Virginia, (hereinafter "Subdivision"); and

WHEREAS, the Developer has submitted detailed engineering and design plans for certain improvements to the Subdivision and to the facilities therein that are to be dedicated to the Town, which plans have been reviewed by the Town engineer and approved by the Town; and

WHEREAS, the Town of Luray has approved the final plat for this Subdivision, subject to the provision that the Developer make certain improvements to the Subdivision and to the facilities therein that are to be dedicated to the Town, as more particularly set forth in the aforesaid Design Plans and described below, and that the Developer obtain for the benefit of the Town a Contract Performance Bond with corporate surety, approved by the Town, to insure the construction of said facilities in accordance with this agreement;

WHEREAS, the Developer has contracted with General Excavation, Inc., ("Contractor") to construct and make these improvements, and it has obtained a performance bond with Fidelity and Deposit Company of Maryland to secure its performance of this work, and

NOW THEREFORE, this 17<sup>th</sup> day of October, 2006, in consideration of the approval by the Town of Luray of the final subdivision plat for the Subdivision, which was done by action of

the Luray Town Council on October 11, 2006, the Developer hereby agrees and covenants that it will do or cause to be done on its behalf the following:

1. **Facilities to be Constructed:** Construct, install or re-locate as the case may be, the following roadway and utility facilities and improvements, in accordance with the “Roadway and Utility Development Plans for Luray Landing Business District” prepared by Racey Engineering, PLLC, and approved by the Town, County and State Review authorities, which Plans are dated 1-10-2006 as subsequently amended and approved with comments by Town Staff and Reviewing agencies/officials, and are attached hereto and incorporated herein by reference as Exhibit A, (“Roadway and Utility Development Plan”), to-wit:

- a. New 10 inch water main line as shown on the Roadway and Utility Development Plan.
- b. Re-locate the existing water main line as the same runs through the Subdivision as shown on the Roadway and Utility Development Plan.
- c. All on-site water lines as shown on the Roadway and Utility Development Plan.
- d. All on-site sewer lines as shown on the Roadway and Utility Development Plan.
- e. All storm water management facilities as shown on the Roadway and Utility Development Plan.
- f. The street known as Luray Landing Drive, including that portion of the Drive that is located on the 8,173.7 square feet parcel of land that was conveyed to the Town of Luray by Luray Liberty, L.L.C. by deed dated September 21, 2006, as shown on the Roadway and Utility Development Plan.
- g. Curb and gutter along both sides of Luray Landing Drive, as shown on the Roadway and Utility Development Plan.

- h. All sidewalks as shown on the Roadway and Utility Development Plan.
2. **Standards:** All improvements called for in this Agreement shall be constructed and/or installed in accordance with the aforesaid Roadway and Utility Development Plan, and all applicable governmental laws, regulations and standards for such facilities, and shall be subject to approval by the Town.
  3. **Modifications:** Any modifications from the aforesaid approved Roadway and Utility Development Plan must be approved by the Town of Luray.
  4. **Time frame for completion:** The Developer shall complete the roadway and utility facilities and improvements as called for in this Agreement no later than two (2) years from the date of this Agreement. Within this two (2) year time frame the Developer may complete the improvements in construction phases to be determined by the Developer.
  5. **Vacation and Relocation of Easements:** Upon acceptance of the new sewer lines and water lines, the Town agrees to vacate any existing easements associated with these old facilities or lines in exchange for easements for the new lines and facilities.
  6. **Bonding Requirement:** Developer has executed a contract with General Excavation Inc., ("Contractor") to construct the improvements set forth in paragraph 1 hereof, a copy of which is attached hereto and incorporated herein as Exhibit B. Developer and Contractor agree that the Town of Luray is a third party beneficiary of said contract and that its terms and conditions may not be amended except with the consent of the Town of Luray. Contractor agrees that it will complete the construction of the aforesaid improvements in accordance with the terms of its contract with Developer (Exhibit B) and this Agreement regardless of whether or not Developer pays contractor or breaches its obligations with Contractor. Developer and Contractor further agree that the Town of

Luray shall have the right to enforce the terms of said contract with or without the Developer. In order to insure and guarantee Contractor's performance of this contract and the completion of the aforesaid work and facilities in accordance with the Roadway and Utility Development Plan, Contractor has obtained a contract performance bond in the sum of \$628,998.69 secured by Fidelity and Deposit Company of Maryland listing the Town of Luray as the beneficiary thereof, a copy of which is attached hereto as Exhibit C.

7. **Acceptance of Facilities and Release of Bond:** Once the Contractor has completed the aforesaid improvements or a phase thereof, it shall notify the Town of said fact, and the Town shall thereafter promptly inspect said facilities to insure their compliance with the Roadway and Utility Development Plan. If the Town finds that they are in compliance with said Roadway and Utility Development Plan, then the Town agrees to approve and accept said improvements. Alternatively, if the Town finds that they are not in compliance with the Roadway and Utility Development Plan, then it shall notify Contractor and Developer of the items that are not in conformity and thereafter, the Developer or Contractor shall take such actions or repairs to bring such facilities/improvements into compliance. Once these facilities/improvements (or a phase thereof) have been approved and accepted by the Town, then it shall promptly release Contractor and its Surety from its aforesaid Contract Performance Bond. If only a portion or phase of the facilities/improvements are approved and accepted by the Town, then only a that portion of the Contract Performance Bond attributed to the cost of that phase or portion of work shall be released. Alternatively, if the Developer or Contractor or its surety, Fidelity and Deposit Company of Maryland, fails to construct said

improvement/facilities in accordance with the Roadway and Utility Development Plan within the time frame specified in Paragraph Number 4 hereof, and any extensions thereto granted by the Town, then, in that event, the Town shall have the right and authority to construct or complete the improvements/facilities called for in Paragraph Number 1 hereof in accordance with the Roadway and Utility Development Plan and the Town shall be able to recover the costs of said work from the Developer or the Contractor or its surety under the Contract Performance Bond. Once completed, approved, and accepted, ownership and maintenance for the aforesaid streets, water and sewer lines, and related facilities shall be transferred to the Town.

8. **Agreement of Contractor:** The Contractor joins in the execution of this Agreement to evidence its consent to the terms hereof.
9. **Acceptance of Developer's Agreement:** The foregoing agreement and declaration is acceptable to the Town of Luray and contains the entire agreement between the Developer and the Town concerning the improvements to be made by the Developer to the Luray Landing Business Park Subdivision in compliance with the Luray Town Council's approval of the subdivision's Final Plat on October 11, 2006, as evidenced by its signature hereto.

**BAKER DEVELOPMENT PARTNERSHIP, L.L.C.**  
A Virginia limited liability company

BY:   
\_\_\_\_\_  
RODNEY JENKINS, as Manager  
on behalf of the company

GENERAL EXCAVATION, INC.,  
A Virginia corporation

BY: Russell a. Jenkins Pres  
RUSSELL JENKINS, its president

ACCEPTED:

TOWN OF LURAY

BY: Ralph H. Dean  
Its Mayor

APPROVED AS TO FORM:

JAS  
Jason Spitler, Esquire  
Attorney for the Town of Luray

**DEVELOPER'S AGREEMENT  
REGARDING  
THE PROPOSED LURAY LANDING, PLANNED  
NEIGHBORHOOD DEVELOPMENT**

WHEREAS, the undersigned, Baker Development Partnership, L.L.C., a Virginia limited liability company, is the owner of a proposed planned neighborhood development (PND) known as Luray Landing, located off of Airport and Cave Hill Roads, in the Town of Luray, Page County, Virginia; and

WHEREAS, it desires to make certain agreements, assurances, proffers and covenants, to the Town of Luray, regarding this proposed development, which shall be considered a part of its Master Plan submittal to the Luray Town Council.

NOW THEREFORE, pursuant to the terms of Section 409.0 et seq. of the Code of the Town of Luray, and Section 15.2-2297 et seq., of the Code of Virginia of 1950, as amended, Baker Development Partnership, L.L.C, (hereinafter "Baker Development") hereby agrees, covenants, proffers and declares that if the Town of Luray (hereinafter "Town") approves Baker Development's Master Plan submittal and subsequently approves a final plat or plats thereof, (including any agreed upon modifications or amendments thereto), for the proposed Luray Landing planned neighborhood development and grants to it the bonus density provisions therein called of up to 6 units per acre, then in consideration thereof, Baker Development agrees, covenants, proffers and declares that it will do or cause to be done on its behalf the following:

1. **Watermain:** Engineer, design, construct and install a new twelve (12”) inch watermain from the Town’s current water tower located adjacent to Carillon Drive down U.S. Highway 211 to the Luray Landing planned neighborhood development. Baker Development shall be responsible for all costs associated with this work, subject only to the provisions of paragraph 2 hereof. The Town shall be responsible for obtaining all necessary permits and easements for this work.
2. If within five (5) years from the date of completion of said watermain, another new residential subdivision or PND (or any phase thereof), with more than ten (10) residential lots utilizes said watermain, then Baker Development shall be entitled to a refund, from such funds as the governing body of the Town may make available for such purpose from time to time, of a portion of the actual cost of the watermain, equal to the pro-rata share of the cost of the watermain for such new lots using it, utilizing the following formula: Divide the expected average daily water usage of the ten (10) or more new residential lots utilizing the watermain by the total capacity of the watermain, then multiple that fraction by the total cost of the watermain to arrive at the pro-rata amount to be reimbursed to Baker Development. (For example if within 5 years of the completion of the watermain, a new PND with more than ten (10) residential lots, utilizes ten (10%) percent of the new watermain’s capacity, then Baker Development would be entitled to a refund of ten percent (10%) of the cost of the watermain that it had previously advanced or paid. No refund would be due Baker Development for any other utilization of the watermain,

including but not limited to any future connection to it for commercial, industrial, educational, public or municipal, other residential or any other uses.

3. **Sewage Pump Stations:** Engineer, design, construct and install two (2) new sewage pump stations to replace the Town's current pump station located on the Luray Landing property. Baker Development shall be responsible for all costs associated with this work. The Town shall be responsible for obtaining all necessary permits and easements, if any, for this work. Upon acceptance of the new pump stations, the Town agrees to vacate any existing easements associated with the old pump station.
4. **Water & Sewer Lines:** Engineer, design, construct and install all on-site water lines and sewer lines and associated facilities called for in the Luray Landing plans, or as hereafter agreed upon by the Town, and to replace the Town's old existing water and sewer lines located on the Luray Landing property. Baker Development shall be responsible for all costs associated with this work. Upon dedication of these new lines and associated easements therefore, the Town will vacate any old existing water and sewer line easements that it may have over the Luray Landing property.
5. **Storm Water Management Facilities:** Engineer, design, construct and install all storm water management facilities called for in the Luray Landing plans, or as hereafter agreed upon by it and the Town, including the re-routing of approximately 58.42 acres of storm water drainage away from the adjoining Ronald Shenk property to the adjoining Page Community Developments, LLC, property and thence unto properties owned by the Town and County of Page (Tax Parcels 40-(A)- 44A and 45) to the Virginia Department

of Transportation (VDOT) culvert under Airport Road, near its junction with a “blue line” stream that runs roughly parallel to U.S. Highway 211. Baker Development shall be responsible for all costs associated with this work. The Town shall be responsible for obtaining or granting all necessary easements for this work/facilities over the property it owns and the property jointly owned with Page County.

6. **On Site Streets & Sidewalks:** Engineer, design, construct and install all on-site streets and sidewalks called for in the Luray Landing Master Plan or as hereafter agreed upon by the Town. Baker Development shall be responsible for all costs associated with this work.
7. **Off Site- Street Improvements:** Engineer, design, construct and install all required off-site street improvements necessary to accommodate the added traffic caused by the development of Luray Landing to the adjoining public road system as reasonably required by VDOT. Baker Development shall be responsible for all costs associated with this work.
8. **Open Space Areas & Recreational Areas:** Engineer, design, construct and install all on-site open space, and recreational areas and their associated facilities, called for in the in the Luray Landing Master Plan, or as hereafter agreed upon by the Town. Ownership of these areas and facilities shall remain with the Luray Landing property owners association, who shall be solely responsible for their continued maintenance. The Town shall have no maintenance responsibilities with regard to these areas and facilities.
9. **Standards:** All improvements called for in this Proffer, shall be engineered, designed, constructed and/or installed in accordance with all applicable governmental laws,

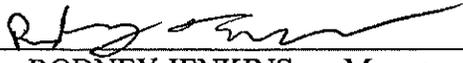
regulations and standards for such facilities, and shall be subject to approval by the Town.

10. **Bonding Requirement:** If requested by the Town, Baker Development shall cause to be posted, performance bond(s) secured by cash, corporate surety or a letter of credit, in a form acceptable to the Town, for all or a portion of the aforesaid work and facilities at the Town's option. This performance bond(s) shall be in an amount equal to the estimated cost of completion of the relevant work and facilities. The bond(s) shall not be required to be posted until after or simultaneously with the approval of the final plat(s).
11. **Acceptance of Facilities:** Once completed, approved, and accepted, ownership and maintenance for the aforesaid facilities shall be transferred to the Town, except for the open space and recreational facilities, which shall continue to be owned and maintained by the Luray Landing property owners association.
12. **Special Provisions related to Lots along Airport Road:** Baker Development agrees that it will not transfer, sell, convey or construct any buildings upon those portions of "Other Open Land Areas" Q and R located within the Town limits, and upon Lots 18, 19, 20, 21, 22, 24, 25, 26 and 27 in Luray Landing, for a period of eighteen (18) months from the date of the approval of the Master Plan for Luray Landing by the Luray Town Council. In addition, Baker Development agrees to grant to the Town, an exclusive option to purchase these Other Open Space Areas Q and R, and Lots 18, 19, 20, 21, 22, 24, 25, 26 and 27 for their fair market value, which value will be established as of the date of the exercise of this option. If the parties cannot agree upon the fair market value,

then it shall be determined, pursuant to the provisions of Title 25.1 of the Virginia Code of 1950, as amended regarding eminent domain. Settlement shall occur within 60 days following the Town's or its assignees notice of exercise of this option to purchase. TIME IS OF THE ESSENCE WITH REGARD TO THE EXERCISE OF THIS OPTION TO PURCHASE. If the Town or its assignees purchases these Lots, they shall have the further right and option to exchange all or part of these Lots, on a square foot per square foot basis, for land in Open Space Areas D and C, which adjoin them. The Town may assign this option, without the consent of Baker Development. It is the intention of this provision to allow the Town and/or its assignees, to purchase these properties so as to provide an additional buffer and/or roadway areas for possible future expansion of the Luray Cavern's Airport.

13. **Acceptance of Developer's Agreement and Proffer:** The foregoing agreements, declaration, proffers, and covenants will be put into a format acceptable to the Town and its attorney, prior to the recordation of the final plat or plats for Luray Landing, and thereafter will be recorded and become a part of said final plat(s).
14. **Voluntary Nature of Developer's Agreement:** Baker Development acknowledges that the foregoing agreements, proffers, covenants and declarations are being made voluntarily, and are made and submitted prior to the public hearing before the Luray Town Council on its Master Plan to be held on May 24, 2006.

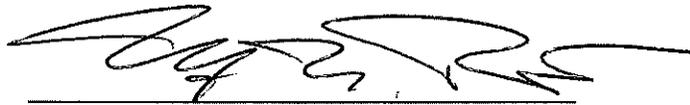
**BAKER DEVELOPMENT  
PARTNERSHIP, L.L.C.**  
A Virginia limited liability company

BY:   
\_\_\_\_\_  
RODNEY JENKINS, as Manager  
on behalf of the company

COMMONWEALTH OF VIRGINIA  
COUNTY OF PAGE, TO-WIT:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May 2006 by Rodney Jenkins, as Manager of Baker Development Partnership, L.L.C., a Virginia limited liability company.

My commission expires: 11-30-2008.

  
\_\_\_\_\_

Notary Public



**Town of Luray, Virginia**  
Town Council Agenda Statement

Item No: IV-B

Meeting Date: January 28, 2020

Agenda Item: TOWN COUNCIL DISCUSSION  
Item IV-B – Traffic Management Options

Summary: The Town Council is requested to evaluate and discuss three traffic management options proposed by our Chief of Police:

- Reconfiguration of traffic flow through the intersection of Mill Creek Road and South Court Street – Establish priority flow along Mill Creek Road and South Court for north/south traffic by removing the stop sign on NB Mill Creek Road and replacing the WB South Court Street yield sign with a stop sign.
- Reconfiguration of speed limits along Rt 340 from Mechanic Street to the Town limits to remove the 40 mph zone to ease enforcement by transition from 25 mph zone to a 35 mph zone to the 45 mph zone outside Town limits. This will require a speed study for consideration.
- Establish a School Crossing Zone along Luray Avenue and the adjoining side streets.

Council Review: N/A

Fiscal Impact: N/A

Suggested Motion: N/A



# Town of Luray

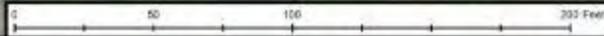
## Traffic Flow Change Proposal



### CURRENT



### PROPOSED

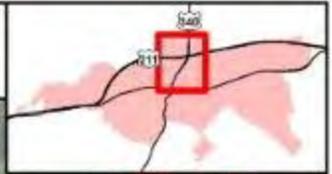


January 23, 2020  
 Page County GIS Department  
 2018 VGIN Aerial Imagery  
 45% Transparency  
 Reference Use Only  
 Any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.



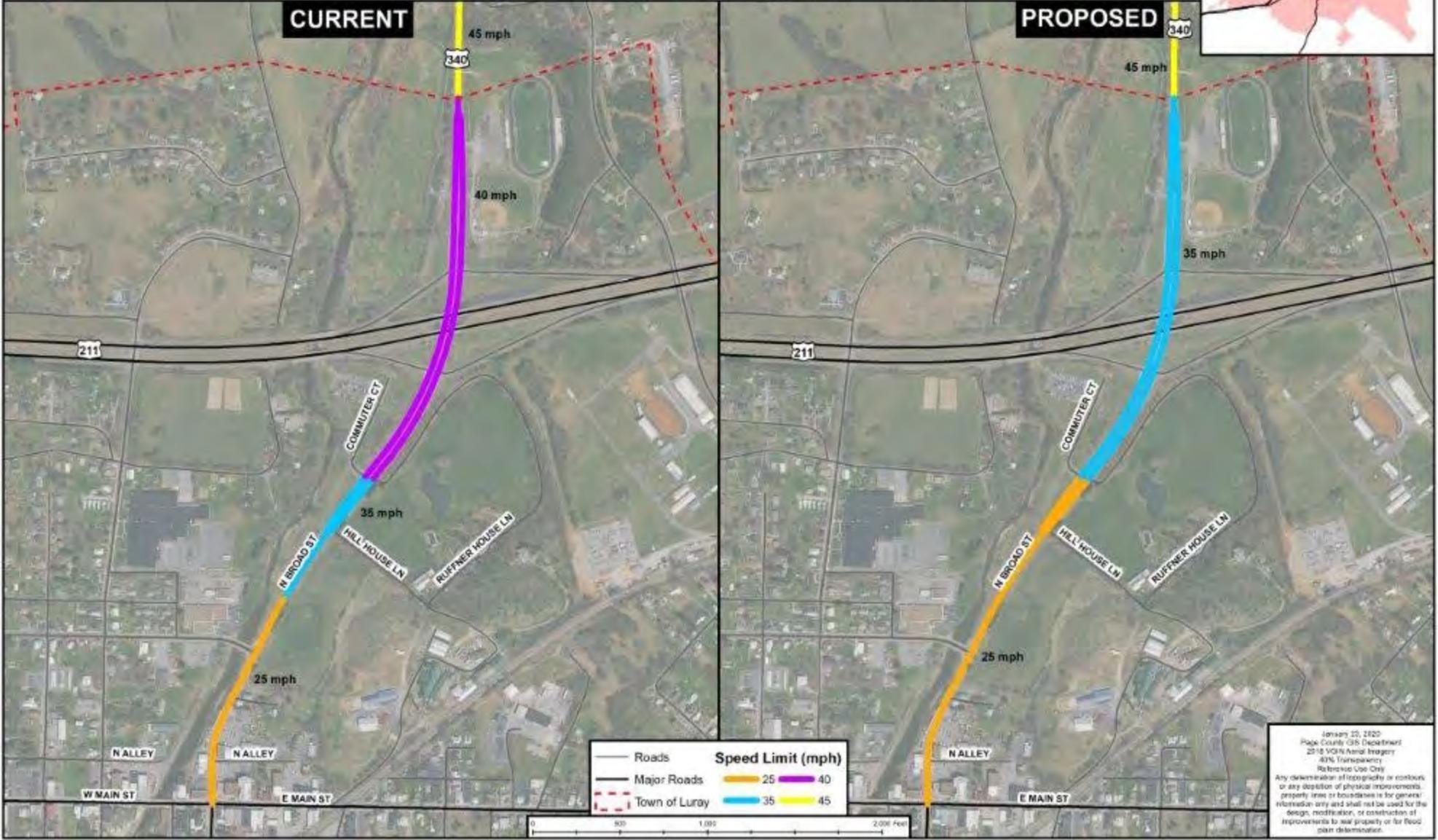
# Town of Luray

## N BROAD ST: Speed Limit Change Proposal



**CURRENT**

**PROPOSED**



	Speed Limit (mph)
— Roads	
— Major Roads	25 40
- - - Town of Luray	35 45

January 23, 2023  
 Page County GIS Department  
 2018 VGN Aerial Imagery  
 40% Transparency  
 Reference Use Only  
 Any determination of topography or contours, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to said property or for flood plain determination.



Sec. 82-83. - Speed limit on specific streets, bridges, etc.

- (a) Notwithstanding the provisions of the state law adopted by section 82-3, upon certain streets and portions of streets and upon certain causeways, bridges and viaducts, the maximum speed limit shall be as provided by ordinance of the town council in reference to the particular street, portion of street, causeway, bridge or viaduct, and no person shall drive a vehicle on such particular street, portion of street, causeway, bridge or viaduct in excess of the maximum speed limit so established, when signs are in place giving notice of such speed limit.
- (b) Nothing in this Code or the ordinance adopting this Code shall affect any ordinance referred to in subsection (a) of this section, and all such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

(Code 1981, § 12-68; Code 1965, § 15-54)

**State Law reference—** Authority of town to alter speed limits established by state law, Code of Virginia, § 46.2-1300; speed limits established by state law, Code of Virginia, § 46.2-870 et seq.

## § 46.2-873. Maximum speed limits at school crossings; penalty

A. For the purposes of this section, "school crossing zone" means an area located within the vicinity of a school at or near a highway where the presence of children on such school property or going to and from school reasonably requires a special warning to motorists. Such zones are marked and operated in accordance with the requirements of this section with appropriate warning signs or other traffic control devices indicating that a school crossing is in progress.

B. The maximum speed limit shall be twenty-five miles per hour between portable signs, tilt-over signs, or fixed blinking signs placed in or along any highway and bearing the word "school" or "school crossing." Any signs erected under this section shall be placed not more than 600 feet from the limits of the school property or crossing in the vicinity of the school. However, "school crossing" signs may be placed in any location if the Department of Transportation or the council of the city or town or the board of supervisors of a county maintaining its own system of secondary roads approves the crossing for such signs. If the portion of the highway to be posted is within the limits of a city or town, such portable signs shall be furnished and delivered by such city or town. If the portion of highway to be posted is outside the limits of a city or town, such portable signs shall be furnished and delivered by the Department of Transportation. The principal or chief administrative officer of each school or a school board designee, preferably not a classroom teacher, shall place such portable signs in the highway at a point not more than 600 feet from the limits of the school property and remove such signs when their presence is no longer required by this section. Such portable signs, tilt-over signs, or fixed blinking signs shall be placed in a position plainly visible to vehicular traffic approaching from either direction, but shall not be placed so as to obstruct the roadway.

C. Such portable signs, tilt-over signs, or blinking signs shall be in a position, or be turned on, for thirty minutes preceding regular school hours, for thirty minutes thereafter, and during such other times as the presence of children on such school property or going to and from school reasonably requires a special warning to motorists. The governing body of any county, city, or town may, however, decrease the period of time preceding and following regular school hours during which such portable signs, tilt-over signs, or blinking signs shall be in position or lit if it determines that no children will be going to or from school during the period of time that it subtracts from the thirty-minute period.

D. The governing body of any city or town may, if the portion of the highway to be posted is within the limits of such city or town, increase or decrease the speed limit provided in this section only after justification for such increase or decrease has been shown by an engineering and traffic investigation, and no such increase or decrease in speed limit shall be effective unless such increased or decreased speed limit is conspicuously posted on the portable signs, tilt-over signs, or fixed blinking signs required by this section.

E. The governing body of a county within Planning District 8 may, if the portion of the highway to be posted is within the limits of such county, increase or decrease the speed limit provided in this section only after justification for such increase or decrease has been shown by an engineering and traffic investigation, and no such increase or decrease in speed limit shall be

effective unless such increased or decreased speed limit is conspicuously posted on the portable signs, tilt-over signs, or fixed blinking signs required by this section.

F. The City of Virginia Beach may establish school zones as provided in this section and mark such zones with flashing warning lights as provided in this section on and along all highways adjacent to Route 58.

G. Any person operating any motor vehicle in excess of a maximum speed limit established specifically for a school crossing zone, when such school crossing zone is (i) indicated by appropriately placed signs displaying the maximum speed limit and (ii) in operation pursuant to subsection B of this section shall be guilty of a traffic infraction punishable by a fine of not more than \$250, in addition to other penalties provided by law.

H. Notwithstanding the foregoing provisions of this section, the maximum speed limit in school zones in residential areas may be decreased to fifteen miles per hour if (i) the school board having jurisdiction over the school nearest to the affected school zone passes a resolution requesting the reduction of the maximum speed limit for such school zone from twenty-five miles per hour to fifteen miles per hour and (ii) the local governing body of the jurisdiction in which such school is located enacts an ordinance establishing the speed-limit reduction requested by the school board.

Code 1950, § 46-212; 1950, p. 881; 1952, c. 666; 1954, c. 244; 1956, c. 364; 1958, c. 541, § 46.1-193; 1960, c. 153; 1962, c. 307; 1964, cc. 118, 408; 1966, c. 85; 1968, c. 641; 1972, cc. 89, 546, 553, 608; 1974, c. 528; 1977, c. 577; 1978, c. 605; 1980, c. 347; 1989, c. 727; 1990, c. 928; 1994, c. 157; 1997, cc. 629, 781; 2007, c. 813; 2015, cc. 459, 460.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



**Town of Luray, Virginia**  
Town Council Agenda Statement

Item No: IV-C

Meeting Date: January 28, 2020

Agenda Item: TOWN COUNCIL DISCUSSION  
Item IV-C – Urban Agriculture

Summary: The Town Council is requested to discuss the draft Code Amendments to regulate urban agriculture within the Town limits.

At your January 13<sup>th</sup> meeting, staff introduced a draft Code Amendment to Chapter 18 – Animals to protect public health and safety by establishing setback requirements for facilities keeping animals, establishing regulations for vicious, wild, and exotic animals, and slaughtering animals.

The Planning Commission is currently evaluating a draft Code Amendment that would establish the requirement obtain a Special Use Permit in order to maintain fowl or livestock on properties within the Town limits. Pre-existing agricultural uses would be permitted to continue but would be deemed abandoned if the use was discontinued for two years. In addition, no expansion of the use would be permitted.

Council Review: January 13, 2020

Fiscal Impact: N/A

Suggested Motion: N/A

Chapter 18 — ANIMALS<sup>HJ</sup>

Footnotes:

~~—(1)—~~

~~State Law reference— General authority of town to regulate animals and fowl, Code of Virginia, § 3.1-796.94:1.~~

ARTICLE I. - IN GENERAL\*

\*Extensively amended and revised by Ord. of X-X-2020

State Law reference— General authority to regulate keeping of animals and fowl, Code of Virginia, § 3.2-6544.

Sec. 18-1. - Maintenance and setbacks of facilities used for keeping animals and fowl ~~and fowl~~.

(a) All pens, stables, coops, kennels, and other facilities used for keeping any animal or fowl in the town shall be kept in in a sanitary condition at all times by the owner or person in charge thereof.

(b) All pens, stables, coops, kennels, and other facilities used for keeping any animal or fowl in the town ~~All cow stables, pigpens, chicken houses, dog houses or kennels or other facilities for keeping livestock, fowl, poultry and dogs, kept or maintained within the town, shall be expressly under the supervision and regulation of the health director and the same shall be kept in a clean and sanitary condition for the protection of health, and shall be so kept as not to give rise to objectionable odors upon any public highway or upon any premises owned or occupied by any person other than the person maintaining the same. shall observe the following minimum setbacks:~~

(1) 15 feet from any property line of an adjoining parcel owned by a third party.

(2) 50 feet from any dwelling on an adjoining parcel owned and occupied by a third party.

(3) 20 feet from any stream, tributary, ditch, swale, stormwater management facility, drop-inlet, or other storm drainage area that would allow fecal matter to enter any town storm drainage system or stream.

(4) A minimum set back from the public right-of-way equal to the distance between such public right-of-way and the primary structure on the parcel.

~~(b) — A violation of this section shall constitute a Class 3 misdemeanor.~~

~~(Code 1965, § 4-2; Code 1981, § 5-1)~~

Sec. 18-2. - Livestock or fowl straying or trespassing.

~~It shall be unlawful and a Class 3 misdemeanor for any~~ No person ~~shall to~~ allow or permit any fowl, poultry or livestock of any description to stray to public property or private premises of another, and all poultry, fowl and livestock shall be sufficiently housed or fenced by the owner or

person exercising control over the same, so as to prevent such poultry, fowl or livestock from trespassing or straying.

~~(Code 1965, § 4-1; Code 1981, § 5-2)~~

~~State Law reference— Authority to prohibit animals and fowl running at large, Code of Virginia, § 3.1-796.94:1.~~

~~Sec. 18-3. — Vicious, wild and exotic animals. Dangerous animals at large.~~

~~(a) The following terms shall have the meanings ascribed below for the purpose of this section:~~

~~Vicious animal: any animal or animals that constitute a physical threat to human beings or other animals, not to include vicious dogs, which are addressed separately within this chapter.~~

~~Wild or exotic animal: Those animals, other than dogs, house cats, caged birds and other domesticated household pets, which because of a predatory nature, venomous bite or sting, size or disposition present a potential danger to town residents, including but not limited to lions and tigers, mountain lions and other large cats, bears, poisonous snakes and lizards, elephants, monkeys and apes, foxes, wolves, coyotes, alligators and crocodiles.~~

~~— No person shall suffer or permit any animal belonging to him or under his control, and known to be dangerous or reasonably suspected of being dangerous, to go at large within the town. If the owner or person in control of such an animal, upon notice that the animal is at large, fails to take it into custody forthwith, and its running at large creates an emergency, the animal shall be killed forthwith by order of the chief of police, when deemed necessary for public safety.~~

~~(b) — If a sworn complaint is made that a dangerous animal is being allowed to run at large or is not confined in such a manner as to be safe for the public, the general district court of the county shall summon the owner or person exercising ownership or control over such animal and the case shall be heard, and if the complaint is sustained, the court may order such animal killed forthwith by the police or make such other disposition of the case as will ensure the safety of the public. In addition to such penalty as may be imposed upon the owner or person exercising the right of ownership or control, any costs or expense incident to the apprehension and safekeeping of the animal shall be collected as other fines are collected. No person shall keep or permit to be kept within the town any wild, exotic or vicious animal, as those terms are defined above in Subsection (a). This prohibition shall not apply to a single certified service animal in a household or a zoological park, traveling animal exhibition, circus, or veterinary clinic that is properly licensed.~~

~~Sec. 18-4. — Permit for sSlaughtering prohibited within town.~~

~~(a) — It shall be unlawful for any No person shall kill, butcher, slaughter, or dress any animal or fowl within the town. [Exceptions for (1) deer or other wildlife lawfully harvested during hunting season or (2) any activity conducted outside public view?] in the town to slaughter, for food, any cattle, hog or sheep, without first obtaining a permit so to do from the town council. The~~

~~permit shall indicate the place where such animals are to be slaughtered. Prior to the issuance of the permit, the council shall approve the place where such animals are to be slaughtered. No such permit shall be granted by the council for slaughter within 200 yards of any dwelling, without the written consent of the occupant of such dwelling. Any such permit shall be revoked at any time, upon the request of any person living within 200 yards of such place.~~

~~(b) This section shall not be so construed as to prevent any person from killing his own hogs, or the hogs of his neighbor, in conjunction with his own, upon his own premises, between November 1 and March 1 in any year.~~

~~(Code 1965, § 4-5; Code 1981, § 5-4)~~

Sec. 18-5. - Town designated as bird sanctuary.

The entire area embraced within the corporate limits of the town is hereby designated as a bird sanctuary.

~~(Code 1965, § 4-8; Code 1981, § 5-5)~~

Sec. 18-6. - Shooting, trapping, etc., birds or robbing or molesting bird nests.

~~No~~ It shall be unlawful and a Class 4 misdemeanor for any person shall to trap, shoot or molest, or to attempt to trap, shoot or molest, in any manner, any bird or wild fowl or to molest or rob bird nests or wild fowl nests; provided, however, that if starlings, pigeons or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or menace to health or property, in the opinion of the chief of police, such birds may be destroyed, under the supervision of the chief of police, in such numbers and in such manner as is deemed advisable.

~~(Code 1965, § 4-9; Code 1981, § 5-6)~~

Sec. 18-7. - Abandoning domestic animal in public place or on property of another.

~~Any~~ No person ~~who~~ shall abandon any dog, cat or other domesticated animal in any public place, including the right-of-way of any public highway, road or street, or on the property of another ~~shall be guilty of a Class 3 misdemeanor.~~

~~(Code 1981, § 5-8)~~

~~State Law reference~~ — Similar provisions, Code of Virginia, § 3.1-796.122.

Secs. 18-8. — Penalty for violation of this article.

Any person violating any provision of this article shall be guilty of a Class 3 misdemeanor.

Secs. 18-9-18-30. - Reserved.

## 202. – Specific Terms

*AGRICULTURE, URBAN (Urban Agriculture) – An umbrella term that describes a range of food growing practices conducted as an accessory use that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 517.*

*FOWL - Those birds raised for the purpose of meat, egg or feather production, and shall include but not be limited to, chickens, ducks, geese, turkeys, peacocks, guinea hens and pigeons, including homing pigeons.*

*LIVESTOCK - Those animals raised for the purpose of meat and dairy production, hide or fur production or as draft animals, and shall include but not be limited to cows, horses, donkeys, mules, pigs, sheep.*

### 517. – Urban Agriculture

#### A. Prohibition

*No livestock or fowl are allowed in any zoning district within corporate limits, either inside or outside of the residence/accessory structure unless provided by Special Use Permit.*

#### B. Special Use Permit

*A Special Use Permit shall be required for the keeping of livestock and fowl in association with urban agriculture. Provisions of the Special Use Permit shall include a management plan that adequately address waste disposal, site suitability, setbacks, animal density, odor control, noise control, appearance and maintenance.*

*Each Special Use Permit shall require that livestock and fowl be handled in a safe, humane, and sanitary manner, and not constitute a nuisance – neither excessive noise nor strong odors – at the property line. No excessive animal waste, or other health or safety concerns are permitted for that property or any neighboring property.*

*Animal breeding operations and aquaculture operations are considered a business and must comply with Business License and Zoning regulations.*

#### *Suggested limits:*

*For tracts 3 -5 acres in size - up to four (4) sheep, two (2) horses/donkeys/mules or up to three (3) cows (no bulls).*

*For tracts 5 – 10 acres in size - up to six (6) sheep, three (3) horses/donkeys/mules or up to five (5) cows (no bulls).*

*For tracts larger than 10 acres - up to eight (8) sheep, five (5) horses/donkeys/mules or up to eight (8) cows and a maximum of one (1) bull. For each five (5) acres above 15 acres, the applicant may request up to an additional three (3) horses or five (5) cows. No additional bulls are permitted.*

*For tracts larger than 20 acres – up to four (4) pigs per acre.*

*D. Pre-Existing Agricultural Use*

*Any use rendered nonconforming by virtue of these provisions shall be governed by Article VI of Appendix A of the Town Code.*



**Town of Luray, Virginia**  
**Town Council Agenda Statement**

**Item No: IV-D**

**Meeting Date: January 28, 2020**

**Agenda Item:** TOWN COUNCIL DISCUSSION  
Item IV-D – Weed Control

**Summary:** The Town Council is requested to discuss the Town’s plan to address weed control on Town property and within our Rights-of-Way through establishing a pesticide management program. The Virginia Department of Agriculture and Consumer Services has notified the Town that our staff will need to obtain Pesticide Technician certification to be supervised by a Certified Pesticide Applicator in order to apply any herbicide to control weeds. Staff are working to hire a part-time Certified Pesticide Applicator while our staff pursue their Technician certifications. Technician testing is scheduled on March 17<sup>th</sup>.

Staff have drafted a Pesticide and Herbicide Application protocol that once finalized will need to be incorporated in the Town’s Safety Manual in the Personnel Policies Manual.

**Council Review:** N/A

**Fiscal Impact:** N/A

**Suggested Motion:** N/A

## PESTICIDE AND HERBICIDE APPLICATION

It is the policy of the Town for employees who apply pesticides on Town property that the use and storage of pesticides be conducted in a manner to prevent exposure and protect the environment. All use and storage is to comply with Commonwealth of Virginia regulation 2 VAC 20-40 and the Environmental Protection Agency (EPA) standards 40 CFR Parts 150-189.

All Town employees who use pesticides as defined by the Commonwealth of Virginia and describes the minimum requirements for certification, application, labeling, storage, and record keeping that must be observed when using pesticides. A pesticide is defined by Commonwealth of Virginia Regulation 2 VAC 20-40-10 as “Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, fungi, bacteria, weeds, or other forms of plant or animal life”.

All Town employees must be certified as a Certified Commercial Applicator or Registered Technician by the Commonwealth of Virginia before they may apply any pesticide regardless of quantity, concentration, manufacturer, frequency, or application area. Employees must:

- Obtain, maintain, and observe the restrictions placed upon the certification they hold.
- Comply with this Guide and any further safety recommendations provided by supervisors and the pesticide manufacturer.
- Contact your supervisor with questions regarding pesticide application and safety.
- Report pesticide exposures and spills to your supervisor and seek medical treatment when necessary.

In order to become certified, you must first pass one or more exams determined by the pesticides used and the environment in which they will be applied. All persons must pass the core examination, “Applying Pesticides Correctly”. Additional exams may be required depending upon the type of pesticides used and their application.

**Registered Technician Certification:** The Registered Technician certification is the first level of certification. It is obtained by passing “Registered Technician Exam”. In order for apply to take the exam, applicants must first:

- Receive 20-hours of Office of Pesticide Services approved training consisting of a study and review of all the material contained within the most current edition of the “Core Manual – Applying Pesticides Correctly”. Instructions on how to obtain a Core Manual are provided below.
- Receive 20 hours of on-the-job instruction, under the supervision of a Certified Commercial Applicator, in the safe and proper handling, mixing, and application of pesticides that will normally be used.
- Submit a Pesticide Registered Technician Application (see below)
- Receive training within six months of submitting an application.

Applications, instructions, and submission information may be downloaded and printed from the following website: <http://www.vdacs.virginia.gov/pesticides/pdf/files/rtechapp.pdf>

All Town employees are exempt from application and certification fees. Employees will receive a Notice of Authorization if they are eligible to take the Registered Technician Exam. Employees must take the exam within 90 days of notification. Tests may be taken at regional DMV Customer Service Centers.

Only those employees who have held a Registered Technician certification and worked as a Registered Technician for one year or more are eligible to become Certified Commercial Applicator. There are two separate applications for the Commercial Applicator certificate; one for new applicants, and another for applicants that previously held a certificate and it is expired or need to renew a certificate.

New Application: <http://www.vdacs.virginia.gov/pesticides/pdffiles/comappa.pdf>

Retake, Reinstate, or Recertify: <http://www.vdacs.virginia.gov/pesticides/pdffiles/comappb.pdf>

All Town employees are exempt from application and certification fees. Employees will receive a Notice of Authorization if they are eligible to take the Certified Commercial Applicator Exam. Employees must take the exam within 90 days of notification. Tests may be taken at regional DMV Customer Service Centers or at approved test centers.

Additional Certification: Additional certifications may be obtained by passing exams such as “Turf Pest Control”, “Aquatic Pest Control”, or “Ornamental Pest Control”. Additional certification may be required based upon your activities. The following website provides specific information on how to obtain study materials, apply for a certificate, and how to locate and schedule a test(s).

<http://www.vdacs.virginia.gov/pesticides/categories.shtml>

## E. EXAM PREPARATION AND MANUALS

Educational resources, manuals, and test preparation information is available from Virginia Tech Pesticide Programs, Pesticide Applicator Assistance web page. This website provides technical assistance as well as information on how to prepare for an exam, how to obtain and maintain certification, and how to order pesticide applicator manuals.

[https://www.vtpp.ext.vt.edu/index.php/html/main/applicator\\_info.html](https://www.vtpp.ext.vt.edu/index.php/html/main/applicator_info.html)

## F. RECORD KEEPING

Virginia regulations require that commercial applicators keep records of pesticide applications. Records for all pesticides applied (both general and restricted-use products) must be kept by Certified Commercial Applicators with copies provided to the Town Manager and Safety Coordinator. These records must be maintained for a period of two years following the pesticide use. Commercial Applicator records must contain the following information:

1. Name, address, and telephone number of the property owner.
2. Address/location of the application site, if different from property owner.
3. Name and certification number of the person making or supervising the application.

4. Date of application (day, month, and year).
5. Type of plants, crop, animals, or sites treated.
6. Principal pests to be controlled.
7. Acreage, area, or number of plants or animals treated.
8. Identification of pesticide used
  - Brand name or common name of pesticide, and
  - EPA product registration number.
9. Amount of pesticide concentrate and amount of diluent (water, etc.) applied by weight or volume, to the area/sites defined in #6.
10. Type of application equipment used.

Registered Technicians and Certified Commercial Applicators must submit a current certification to the Town for record keeping purposes.

#### G. ADDITIONAL RESOURCES

For additional information please visit the following websites:

Commonwealth of Virginia Agricultural and Consumer Services, Office of Pesticide Services:

<http://www.vdacs.virginia.gov/pesticides/index.shtml>

Virginia Tech's Pesticide Programs: <https://www.vtpp.ext.vt.edu/index.php/welcome/>



**Town of Luray, Virginia**  
**Town Council Agenda Statement**

**Item No: IV-E**

**Meeting Date: January 28, 2020**

**Agenda Item:** TOWN COUNCIL DISCUSSION  
Item IV-E – FY 2020-2021 Budget

**Summary:** The Town Council is requested to discuss their general goals for FY 2020-2021 that should be incorporated into the Budget. The calendar for budget development, review, and consideration is attached.

Staff will address the revenue items that the FY 2019 Audit identified that had been overestimated in the draft FY 2021 Budget.

**Council Review:** N/A

**Fiscal Impact:** N/A

**Suggested Motion:** N/A

**TOWN OF LURAY**  
**FY 2020-2021 BUDGET CALENDAR**

<u>DATE</u>	<u>ACTIVITY</u>	<u>DEPARTMENT</u>
Friday, January 17	Budget & CIP Forms to Departments	Treasurer
Wednesday, January 29	Department Budget & CIP Requests Submitted to Town Treasurer	All
Wednesday, February 12	Draft Budget & CIP	Treasurer & Manager
Week of February 17th	Meetings with Departments	Treasurer & Manager
Tuesday, February 25	Budget Worksession	Town Council
Week of March 9th	Meetings with Departments	Treasurer & Manager
Tuesday, March 24	Budget Presentation	Town Council