



**CITY COUNCIL WORK SESSION  
TUESDAY, OCTOBER 13, 2015  
7:00 PM  
COUNCIL CHAMBERS - ROUSS CITY HALL**

**AGENDA**

**1. Call to Order**

**2. Agenda**

**2.1.O-2015-26:** Second Reading - TA-15-441 - AN ORDINANCE TO AMEND AND REENACT ARTICLES 1, 7, 8, 9, 10, 11, 12, 13, AND 18 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO THE DEFINITION OF BREWERY, DISTILLERY, MICRODISTILLERY, MICROBREWERY, NANOBREWERY, TASTING ROOM AND WINERY, PARKING REQUIREMENTS, AND USE STANDARDS. (The Amendment Creates Additional Definitions, Use Allowances, Parking Requirements, and Operational Standards for Breweries, Distilleries, Wineries and Related Uses).

**2.2.R-2015-35:** Approval of Tevis Street Extension Project

**2.3.R-2015-36:** Resolution Approving the Design of the New Welcome to Winchester Gateway Signs

**2.4.Presentation:** Follow Up on the Use of the Taylor Pavilion

**2.5.**Motion to forward the reappointment of \_\_\_\_\_ as a member of the Frederick-Winchester Service Authority for a three year term ending August 31, 2018.

**2.6.**Motion to forward the reappointment of \_\_\_\_\_ as a member of the Winchester Regional Airport Authority to a four year term ending June 30, 2019.

**2.7.**Motion to forward the reappointment of \_\_\_\_\_ as a member of the Old Town Development Board for a three year term ending October 31, 2018

**3. Monthly Reports**

**3.1.**September 2015 Fire and Rescue Department Report

**3.2.**WPD Monthly Report September

**4. Adjournment**

# CITY OF WINCHESTER, VIRGINIA

## CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: October 13, 2015

RESOLUTION \_\_\_ ORDINANCE  DESCRIPTION/PRESENTATION \_\_\_

**ITEM TITLE:** TA-15-441 - AN ORDINANCE TO AMEND AND REENACT ARTICLES 1, 7, 8, 9, 10, 11, 12, 13, AND 18 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO THE DEFINITION OF BREWERY, DISTILLERY, MICRODISTILLERY, MICROBREWERY, NANOBREWERY, TASTING ROOM AND WINERY, PARKING REQUIREMENTS, AND USE STANDARDS. (The Amendment Creates Additional Definitions, Use Allowances, Parking Requirements, and Operational Standards for Breweries, Distilleries, Wineries and Related Uses).

**PUBLIC HEARING DATE:** October 27, 2015 at 6:00 PM

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

**Review:**

Aaron Grisdale	Completed	09/15/2015 4:22 PM
Timothy A. Youmans	Completed	09/15/2015 5:08 PM
Anthony Williams	Completed	10/08/2015 3:00 PM
Eden Freeman	Completed	10/08/2015 4:23 PM

Approved as to form:

**Aaron Grisdale**

Aaron Grisdale, Zoning and Building Inspections Director 9/15/2015

By: 

**Winchester**  
office of the city attorney Virginia

Anthony C. Williams, City Attorney  
Office of the City Attorney  
15 N. Cameron Street, Suite 313  
Winchester, VA 22601  
Phone: 540-667-1815, x 1433  
Fax: 540-667-2259

  
Eden Freeman, City Manager 10/8/2015

# CITY COUNCIL ACTION MEMO

**To:** Honorable Mayor and Members of City Council  
**From:** Aaron Grisdale, Zoning and Building Inspections Director  
**Date:** October 13, 2015  
**Re:** TA-15-441 - AN ORDINANCE TO AMEND AND REENACT ARTICLES 1, 7, 8, 9, 10, 11, 12, 13, AND 18 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO THE DEFINITION OF BREWERY, DISTILLERY, MICRODISTILLERY, MICROBREWERY, NANOBREWERY, TASTING ROOM AND WINERY, PARKING REQUIREMENTS, AND USE STANDARDS. (The Amendment Creates Additional Definitions, Use Allowances, Parking Requirements, and Operational Standards for Breweries, Distilleries, Wineries and Related Uses).

---

**THE ISSUE:** This is a publicly initiated Zoning Ordinance amendment to expand permitted uses related to various types and intensities of breweries, distilleries and wineries. City staff has received several inquiries over the past two years about the permissibility of smaller scale breweries and distilleries, especially in the downtown. This amendment proactively establishes ordinance provisions to allow for expanded uses beyond the current allowances of *Breweries*, which are limited to the CM-1, M-1, and M-2 districts.

**RELATIONSHIP TO STRATEGIC PLAN:** Goal 2 - Promote and accelerate revitalization of targeted areas throughout the city.

**BACKGROUND:**

See attached staff report.

**BUDGET IMPACT:**

None

**OPTIONS:**

- 1) Adopt the ordinance amendment as presented.
- 2) Adopt the ordinance amendment with revisions.
- 3) Decline to adopt the ordinance amendment.

**RECOMMENDATIONS:**

The Planning Commission unanimously recommended approval at their September 15, 2015 meeting.

**TA-15-441 - AN ORDINANCE TO AMEND AND REENACT ARTICLES 1, 7, 8, 9, 10, 11, 12, 13, AND 18 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO THE DEFINITION OF BREWERY, DISTILLERY, MICRODISTILLERY, MICROBREWERY, NANOBREWERY, TASTING ROOM AND WINERY, PARKING REQUIREMENTS, AND USE STANDARDS. (THE AMENDMENT CREATES ADDITIONAL DEFINITIONS, USE ALLOWANCES, PARKING REQUIREMENTS, AND OPERATIONAL STANDARDS FOR BREWERIES, DISTILLERIES, WINERIES AND RELATED USES).**

Draft 1 - (08/03/15)

Ed. Note: The following text represents excerpts of the Zoning Ordinance that are subject to change. Words with strikethrough are proposed for repeal. Words that are boldfaced and underlined are proposed for enactment. Existing ordinance language that is not included here is not implied to be repealed simply due to the fact that it is omitted from this excerpted text.

**ARTICLE 1  
DEFINITIONS**

**SECTION 1-2. DEFINITIONS.**

- 1-2-12.1** BREWERY: The land and buildings containing an industrial use which **typically** brews and produces **over 10,000 barrels per year of** ales, beers (as defined within §4.1-100, Code of Virginia, as amended), and/or similar beverages on site for sale and distribution. A brewery may not be established or operated in any residential dwelling unit. **Such facilities may include a tasting room or retail space to sell the products to patrons on site.**
- 1-2-28.3** **DISTILLERY - A facility that typically produces more than 5,000 gallons per year of distilled alcoholic beverages or spirits and may include the intake of grains, fruits, sugars or other products, their fermentation, distilling, aging, and bottling. Products may include liquors, liqueurs, brandies, etc. Such facilities may include a tasting room or retail space to sell the products to patrons on site.**
- 1-2-64.1** **MICRODISTILLERY - Any place or premises wherein alcoholic beverages or spirits are produced, not to exceed 5,000 gallons per year, generally referred to as a craft, boutique or artisan distillery. Such facilities may include an on-site tasting room or retail space to sell the products to patrons on site.**
- 1-2-64.2** **MICROBREWERY - A facility where beer is manufactured and packaged that produces more than 500 but less than 10,000 barrels of beer per year. Such facilities may include a tasting room or retail space to sell the products to patrons on site.**
- 1-2-67.2** **NANOBREWERY - A facility wherein up to 500 barrels of beer is manufactured and packaged per year. Such facilities may include a tasting room or retail space to sell the products to patrons for on-site or off-site consumption. No bottling or canning shall be performed**

- on site.
- 1-2-91.1 TASTING ROOM - Any place or premise licensed by Virginia Alcohol Beverage Control and operated by an alcohol beverage manufacturer wherein alcoholic drinks are provided to customers to sample on-site. Such facilities may or may not include an option for customers to purchase containers of alcohol for off-site consumption.**
- 1-2-94.3 WINERY - A facility where wine, as defined in Section 4.1-100 of the Code of Virginia, is manufactured and packaged. Such facilities may include a tasting room or retail space to sell the products to patrons for on-site or off-site consumption.**

## ARTICLE 7

### RESIDENTIAL BUSINESS DISTRICT - RB-1

#### SECTION 7-2. USES REQUIRING A CONDITIONAL USE PERMIT.

- 7-2-25 Microdistilleries or nanobreweries no larger than 2,000 gross square feet.**

## ARTICLE 8

### HIGHWAY COMMERCIAL DISTRICT - B-2

#### SECTION 8-1. USE REGULATIONS.

- 8-1-53 Microdistillery, microbrewery, nanobrewery, or winery.**

## ARTICLE 9

### CENTRAL BUSINESS DISTRICT - B-1

#### SECTION 9-1. USE REGULATIONS.

- 9-1-46 Microdistillery, microbrewery, nanobrewery, or winery.**

## ARTICLE 10

### COMMERCIAL INDUSTRIAL DISTRICT - CM-1

#### SECTION 10-1. USE REGULATIONS

- 10-1-13 Industrial uses. (1/14/03, Case TA-02-10, Ord. No. 003-2003; 6/12/07, Case TA-07-01, Ord. No. 2007-19)**
- a. Distributing plants, parcel delivery, ice and cold storage plant, and food commissary, and bakery or catering establishment, ~~and~~ brewery.
  - b. Carpenter or cabinet shop.
  - c. Contractors' equipment storage yards or plants, or rental equipment commonly used by contractors.
  - d. Laundry, cleaning, and dyeing works, and carpet and rug cleaning.
  - e. Machinery sales and service.
  - f. Machine shop, metal fabrication shop, or welding shop, excluding punch press and drop hammers exceeding forty (40) ton rated capacity.
  - g. Monumental stone works.
  - h. Plant nurseries or greenhouses.

- i. Public utility service yard.
- j. Retail lumberyard, including only incidental mill work.
- k. Upholstery shop.
- l. Brewery, distillery, microdistillery, microbrewery, nanobrewery, and winery.**

#### ARTICLE 11

#### LIMITED INDUSTRIAL DISTRICT - M-1

##### SECTION 11-1. USE REGULATIONS

11-1-8 Distribution plants, parcel delivery, ice and cold storage plant, and food commissary or catering establishment, ~~and brewery.~~ (6/12/07, Case TA-07-01, Ord. No. 2007-19)

**11-1-32 Brewery, distillery, microdistillery, microbrewery, nanobrewery, and winery.**

#### ARTICLE 12

#### INTENSIVE INDUSTRIAL DISTRICT - M-2

##### SECTION 12-1. USE REGULATIONS

12-1-13 Distribution plants, parcel delivery, ice and cold storage plant, and food commissary or catering establishment, ~~and brewery.~~ (6/12/07, Case TA-07-01, Ord. No. 2007-19)

**12-1-42 Brewery, distillery, microdistillery, microbrewery, nanobrewery, and winery. Such facilities may not incorporate a restaurant as principal part of their operations.**

#### ARTICLE 13

#### PLANNED DEVELOPMENT

##### SECTION 13-2. PLANNED COMMERCIAL DISTRICT - PC

13-2-3 USE REGULATIONS. Structures, not exceeding eight thousand (8,000) gross square feet of floor area, nor containing drive-thru facilities other than one ATM for banks and financial institutions, or land to be used shall be for one or more of the following uses:

**13-2-3.17 Microdistillery and nanobrewery.**

13-2-4 USES PERMITTED WITH A CONDITIONAL USE PERMIT.

**13-2-4.12 Microbrewery and winery.**

#### ARTICLE 18

#### GENERAL PROVISIONS

18-6-5. AMOUNT OF OFF-STREET PARKING REQUIRED.

18-6-5.1 The off-street parking required by this Article shall be provided and maintained on the basis of the following requirements specified in the following tables, except as otherwise provided in this Article: (9/12/89, Case TA-89-01, Ord. No. 022-89; 4/10/90, Case TA-89-14, Ord. No. 012-

90; 7/8/97, Case TA-97-05, Ord. No. 016-97; 10/13/09, Case TA-09-89, Ord. No. 2009-27; 6/8/10, Case TA-10-111, Ord. No. 2010-19; 7/10/12, Case TA-12-187, Ord. No. 2012-20)

**Table 18-6-5.1**

<b>Non-Residential Uses: Industrial Uses</b>		
Generally		1 for each 400 sq. ft. of office space; plus 1 for each 2 employees; plus 1 for each company vehicle stored on-site
Storage or warehouse		1 for each 2,500 sq. ft. of GFA
<b><u>Brewery, Distillery, Microdistillery, Microbrewery, Nanobrewery, Winery</u></b>		<b><u>1 for each 2000 sq. ft.; plus 1 for each 100 sq. ft. of public floor area if tasting room included</u></b>

**SECTION 18-25. BREWERIES AND DISTILLERIES.**

**For the purposes of this section the terms breweries and distilleries include all types of such facilities including *Breweries, Distilleries, Microbreweries, Microdistilleries, Nanobreweries, and Wineries.***

- A. All manufacturing, brewing, and/or bottling and canning associated with breweries and distilleries must occur within a fully enclosed building.**
- B. No outdoor storage of materials shall be permitted.**
- C. All loading and unloading docks should be oriented away from public streets whenever feasible.**
- D. Any brewery or distillery providing entertainment, must meet the requirements provided for entertainment establishments in Section 18-24.**

- 18-19-4 Permitted home occupations shall not in any event include (1/14/14, Case TA-13-493, Ord. No. 2013-41):
- Bookstores or motion picture theaters
  - Animal hospitals and kennels
  - Bed and breakfast homestays and boarding houses
  - Massage therapy (other than strictly a home office used for record keeping)
  - Motor vehicle sales, repair, equipment installation, and similar activities
  - Pet Daycare, training or grooming exceeding care of more than one (1) pet at a time, excluding those of the tenant of the dwelling unit
  - Private Clubs or Lodges
  - Restaurants
  - Tourist Homes
  - Vehicle towing, demolishing, or salvaging

**- Brewery, distillery, microbrewery, microdistillery, nanobrewery, winery**

City Council  
September 22, 2015

**TA 15-441** AN ORDINANCE TO AMEND AND REENACT ARTICLES 1, 7, 8, 9, 10, 11, 12, 13 AND 18 OF THE WINCHESTER ZONING ORDINANCE PERTAINING TO THE DEFINITION OF BREWERY, DISTILLERY, MICRODISTILLERY, MICROBREWERY, NANOBREWERY, TASTING ROOM, AND WINERY, PARKING REQUIREMENTS, AND USE STANDARDS.

#### REQUEST DESCRIPTION

This is a publicly initiated ordinance to amend and expand the allowable use provisions for brewery, distillery and related uses within the Zoning Ordinance and various commercial and industrial districts.

#### STAFF COMMENTS

Presently in the Zoning Ordinance *Breweries* are explicitly approved in only the CM-1, M-1, and M-2 districts. This is the result of an ordinance amendment that was adopted by City Council in 2007. It is possible with other provisions in the ordinance for limited brewing or distilling operations provided the operations meet provided processing/manufacturing provisions in the Zoning Ordinance. However, in the purpose of clarity, staff believes it would be appropriate to fully and clearly provide definitions, use allowances and use standards in the Zoning Ordinance for several commercial and industrial zoning districts. With the rising trends of artisan and craft breweries throughout the country, it is appropriate for the City to proactively plan and provide use provisions for zoning districts where they may be appropriate.

The proposed ordinance provides distinctions for various types of alcohol manufacturing and processing operations with the most intensive uses permitted in the industrial districts and the smaller scale uses allowed within commercial districts.

DESCRIPTION	LR	MR	HR	HR1	RO1	RB1	B1	B2	CM1	M1	M2	PC	EIP	HS	MC	HE1
<b>Brewery</b>	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-
<b>Distillery</b>	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-
<b>Microdistillery</b>	-	-	-	-	-	C	P	P	P	P	P	P	-	-	-	-
<b>Microbrewery</b>	-	-	-	-	-	-	P	P	P	P	P	C	-	-	-	-
<b>Nanobrewery</b>	-	-	-	-	-	C	P	P	P	P	P	P	-	-	-	-
<b>Tasting Room</b>	-	-	-	-	-	P*	P*	P*	P*	P*	P*	P*	-	-	-	-
<b>Winery</b>	-	-	-	-	-	-	P	P	P	P	P	C	-	-	-	-
P – Permitted By-Right / C – Conditional Use																
* Tasting Rooms permitted by-right as a subordinate use to a brewery, distillery, microdistillery, microbrewery, nanobrewery, or winery.																

The thresholds for the different classifications of breweries and distilleries are based off of the licensing and production thresholds of Virginia Alcohol Beverage Control.

<b>Facility Type</b>	<b>Production Capacity</b>
Brewery	Typically over 10,000 barrels per year
Microbrewery	More than 500 but less than 10,000 barrels per year
Nanobrewery	No more than 500 barrels per year
Distillery	Typically over 5,000 gallons per year
Microdistillery	No more than 5,000 gallons per year

The ordinance includes parking provisions for these types of operations by including a blended requirement acknowledging the typical low intensity parking required with manufacturing and processing uses: 1 space per 2000 square feet. Higher parking requirements are included, with a standard that is comparable to restaurants, for facilities that include tasting rooms: 1 space per 100 square feet of public floor area.

In addition to providing clearer definitions and use allowances, the ordinance amendment provides for basic use provisions for these types of operations. These use provisions include:

- All manufacturing, brewing, and/or bottling associated with breweries and distilleries must occur within a fully enclosed building.
- No outdoor storage of materials shall be permitted.
- All loading and unloading docks should be oriented away from public streets whenever feasible.
- Any brewery or distillery providing entertainment must meet the requirements of entertainment establishments.

#### RECOMMENDATION

At their September 15<sup>th</sup> meeting, the Planning Commission unanimously forwarded **TA-15-441** with a favorable recommendation because the ordinance as presented provides for good planning practice by providing clear definitions, use parameters and additional use allowances providing for increased business opportunities.

# CITY OF WINCHESTER, VIRGINIA

## CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: October 13, 2015

RESOLUTION  ORDINANCE  DESCRIPTION/PRESENTATION

ITEM TITLE: Approval of Tevis Street Extension Project

PUBLIC HEARING DATE:

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Perry Eisenach	Completed	09/11/2015 12:00 PM
Anthony Williams	Completed	10/08/2015 3:01 PM
Eden Freeman	Completed	10/08/2015 4:13 PM

Approved as to form:

**Perry Eisenach**

Perry Eisenach, Public Services Director 9/11/2015

By:



**Winchester**  
office of the  
city attorney  
Virginia

Anthony C. Williams, City Attorney  
Office of the City Attorney  
15 N. Cameron Street, Suite 313  
Winchester, VA 22601  
Phone: 540-667-1815, x 1433  
Fax: 540-667-2259

  
Eden Freeman, City Manager 10/8/2015

# CITY COUNCIL ACTION MEMO

**To:** Honorable Mayor and Members of City Council  
**From:** Perry Eisenach, Public Services Director  
**Date:** October 13, 2015  
**Re:** Approval of Tevis Street Extension Project

---

**THE ISSUE:** Approval of Tevis Street Extension Project.

**RELATIONSHIP TO STRATEGIC PLAN:** Goal #2 - Promote and accelerate revitalization of targeted areas throughout the City.

**BACKGROUND:** The extension of Tevis Street between Legge Blvd and the future bridge that will be constructed over Interstate-81 has long been a very high priority for the City. The City has been awarded \$800,000 in Revenue Sharing Funds from VDOT to pay for half of the construction of the project and the property owner, Glaize Developments, has agreed to pay for the other half of the project. The City will manage and oversee the design and construction of the project. If approved, the goal would be to complete the construction of the project during the summer of 2016.

**BUDGET IMPACT:** This project is included in the adopted FY16 budget. No City funds will be used as one half of the cost of the project is being paid for by VDOT and the other half of the cost is being paid for by Glaize Developments.

**OPTIONS:** Either approve the resolution to proceed with the project or not approve the resolution.

**RECOMMENDATIONS:** Approve the resolution and proceed with the project.

## APPROVAL OF TEVIS STREET EXTENSION PROJECT

**WHEREAS**, the extension of Tevis Street between Legge Boulevard and a future bridge that will be constructed over Interstate-81 is a high priority for City Council; and

**WHEREAS**, the City has been awarded \$800,000 in Revenue Sharing Funds from the Virginia Department of Transportation to pay for one-half of the cost of constructing this extension of Tevis Street; and

**WHEREAS**, Glaize Developments owns the property adjacent to where this extension of Tevis Street will be constructed and has agreed to pay for the other half of constructing the project; and

**WHEREAS**, the City has agreed to manage and oversee the design and construction of Tevis Street extension.

**NOW, THEREFORE, BE IT RESOLVED BY** the Common Council of the City of Winchester hereby approves and authorizes the City Manager to execute the Road Construction and Funding Agreement (Agreement) between the City and Glaize Developments and authorizes City staff to proceed with the design and construction of the project following the execution of the Agreement.



**Tevis Street Extension**

## Road Construction and Funding Agreement

### *Tevis Street Extension Project*

THIS AGREEMENT, made and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 is made by and between the **CITY OF WINCHESTER, VIRGINIA** (hereinafter, "the City"), a political subdivision of Virginia, and **GLAIZE DEVELOPMENTS, INCORPORATED.** (hereinafter "Glaize").

#### RECITALS:

- A. At all times herein mentioned, Glaize, whose principal office is located at 112 E. Piccadilly Street, Winchester, VA, was and remains a Virginia Corporation formed and operating under the laws of the Commonwealth of Virginia.
- B. At all times herein mentioned, the City, whose principal offices are located at 15 N. Cameron Street, Winchester, VA, was and remains a municipal corporation formed and operating under the laws of the Commonwealth of Virginia.
- C. Glaize is the owner of the property on both sides of the proposed Tevis Street Extension Project between Legge Blvd. and Interstate-81.
- D. Both the City and Glaize desire to arrange for the design and construction of Tevis Street Extension between Legge Blvd. and Interstate-81 (Project).
- E. The City and Glaize desire to finance the Project using funds from Glaize and matching funds that the City will receive from Virginia Department of Transportation (VDOT) from the Commonwealth's Revenue Sharing Program.
- F. All commitments made herein are conditioned upon the appropriation of funding by the State and/or City respectively which shall be a condition precedent to the performance of any of the parties' obligations pursuant to this Agreement.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by each of the parties hereto unto the other, the receipt and sufficiency of which is hereby acknowledged, and for the mutual benefits, covenants, and promises to perform herein described, the parties do agree as follows:

1. **RECITALS:** The Recitals are made a material part hereof and incorporated herein by reference as if set out in full.

2. **THE PROJECT:** The Project shall consist of the design and construction of certain roadway improvements and facilities related to the extension of Tevis Street, which shall be as particularly set forth in the final plans and specifications for the Project (the “Scope of Work”), once completed, and which Scope of Work shall provide for the following:
- a. The extension of Tevis Street between the current terminus at Legge Boulevard to a point that is the beginning of the bridge ramp for the bridge that will be constructed by Frederick County over Interstate-81 (Station 29+50 on the previous roadway design plans from PHRA dated February 2007).
  - b. The roadway extension will consist of four lanes with a center median to be located within the boundaries of the right of way currently dedicated by Glaize for Tevis Street and its appurtenant improvements.
  - c. Two commercial, full-access entrances (with left-hand turn lanes) shall be constructed and located east of the intersection with Legge Boulevard and a west-bound, right-hand turn lane shall be constructed and located at the intersection of Tevis Street and Legge Boulevard.
  - d. A minimum five-foot wide concrete sidewalk will be constructed on both sides of Tevis to be located within the boundaries of the right of way currently dedicated by Glaize for Tevis Street and its appurtenant improvements.
  - e. A new traffic signal will be constructed at the intersection of Tevis/Legge.
  - f. Drainage improvements in conformity with the original, approved design set forth in the plans currently available as of the date of entry of this Agreement.
  - g. Streetlights to be located within the boundaries of the right of way currently dedicated by Glaize for Tevis Street and its appurtenant improvements.
  - h. Trees and grass will be placed in the center median where feasible.
  - i. A City of Winchester monument sign with accompanying landscaping shall be placed in the center median on the eastern edge of the Project. Such signage shall not be included in the calculation of permitted signage available for use on any property owned by Glaize, its successors or assigns, pursuant to all applicable laws, ordinances or regulations.
  - j. Conduit for the placement of utilities and connections servicing the contiguous Glaize properties (except sanitary sewer facilities) will be located within the boundaries of the right of way currently dedicated by Glaize for Tevis Street and its appurtenant improvements. Glaize’s consent to the number, size and location of conduit for utilities and connections shall be obtained by the City from Glaize before including the same in the Scope of Work for the Project. Glaize’s consent to the same shall not be unreasonably conditioned, delayed or withheld.
  - k. Sanitary sewer facilities servicing the contiguous Glaize properties and located within the boundaries of the right of way currently dedicated by Glaize for Tevis

Street and its appurtenant improvements may be specified by Glaize, at Glaize's cost, as part of the Scope of Work.

- l. Installation of a VDOT approved entrance and/or access on the south side of the intersection of Legge Boulevard and Tevis Street accessing the Glaize property which shall be designed to complete the fourth section of the intersection of Legge Boulevard and Tevis Street.
- m. Installation of a private entrance and/or access between the Glaize property and the adjoining Target store property approved by all applicable governmental authorities and the respective property owners. This work shall be completed at the sole cost of Glaize.
- n. Glaize will pay the cost of any sand filter which may be included in the Scope of Work due to specifications requested by Glaize.

### **3. PROJECT FUNDING:**

- a. The estimated total cost of the Project is \$1.6 million. The Project shall be paid for utilizing up to \$800,000 in Glaize funds and \$800,000 in Revenue Sharing funds that the City will receive from VDOT. If such funds are not received by the City from VDOT, the City must provide notice of the same to Glaize and, thereafter, may utilize other funding sources and commence work within six (6) months of providing notice to Glaize that funds are not received from VDOT or at its discretion, discontinue the project.
- b. In the event that reasonably necessary, unforeseen costs are encountered in the performance of the Scope of Work for the Project, Glaize agrees to expend such additional funds as are reasonable and necessary to complete the Project within the Scope of Work and the City agrees to match these additional funds with state Revenue Sharing funds if available.
- c. The City and Glaize will work cooperatively to try to complete the project within the allocated budget as reflected in the Scope of Work and to minimize and mitigate any possible unforeseen additional Project costs.

### **4. CITY RESPONSIBILITIES:**

- a. The City shall act as the fiscal agent and project manager for the Project. The City's responsibilities as fiscal agent and project manager shall include the management and oversight of all roadway design, environmental approvals and permitting, and construction in a commercially reasonable manner.
- b. The City shall not be responsible for expending any City funds, other than funds provided to the City through VDOT Revenue Sharing for the Project

- c. The City shall issue a task order for the final engineering design of the project within 30 days of full execution of this Agreement.
- d. The City shall supervise the design, engineering, and environmental phases of the Project which shall be done in accordance with all applicable standards, including all City and VDOT standards.
- e. The City shall give written notice to Glaize for any unforeseen design, engineering, or environmental issue encountered within forty-eight (48) hours of discovery of such issues. The City shall reasonably assist Glaize with the remediation of any environmental issues caused by Glaize or discovered on the Glaize property (to the extent such environmental issues were not caused by any work performed under the Scope of Work on the Project), the remediation of which is necessary to performance of the Scope of Work for the Project. Notwithstanding the foregoing, all costs associated with any environmental remediation caused by Glaize or discovered on the Glaize property (to the extent such environmental issues were not caused by any work performed under the Scope of Work on the Project), the remediation of which is necessary to performance of the Scope of Work for the Project, shall be the sole responsibility of Glaize.
- f. The City shall be responsible for advertising the project for construction bids and for awarding a construction contract to the lowest, qualified, responsive bidder.
- g. The City shall be responsible for inspecting the Project throughout construction and ensuring that the construction is completed in accordance with the Scope of Work and all Project specifications.
- h. The City shall give written notice to Glaize for any unforeseen issues encountered during the performance of the Scope of Work within forty-eight (48) hours of discovery of such issues. The City will use its best efforts to minimize the costs of any unforeseen conditions.
- i. The City shall pay all invoices for performance of the Scope of Work for the Project.
- j. The City shall be responsible for all coordination required with VDOT and all other authorities having jurisdiction over the performance of any aspects of the Scope of Work and for requesting and receiving reimbursement from VDOT for Commonwealth Revenue Sharing funds.
- k. The City shall submit invoices to Glaize for Glaize's share of the costs incurred for the performance of the Scope of Work not more than once per month. In the event that Glaize fails to timely reimburse the City for Glaize's share of the actual costs, after receiving written notice of such failure and the opportunity to cure the same, the City may file a lien on the subject property and property owned by Glaize contiguous to the Project.

1. Upon completion of the Project, the City shall be solely responsible for the ongoing repair and maintenance of the improvements constructed under the Scope of Work, with the exception of those improvements specified and paid for solely by Glaize under the terms of this Agreement.

**5. GLAIZE RESPONSIBILITIES:**

- a. Glaize shall provide reasonable and customary access to its property to the City, its employees and representatives, and all approved contractors, subcontractors, materialmen and suppliers, their employees and representatives, engaged to perform any of the Scope of Work for the Project.
- b. Glaize shall reimburse the City for Glaize's share of the costs incurred for the performance of the Scope of Work within thirty (30) days of receipt of properly documented invoices from the City for the same.
- c. Glaize shall provide the City with all previous surveys and design plans for the roadway in Glaize's possession.
- d. All costs associated with any environmental remediation caused by Glaize or discovered on the Glaize property (to the extent such environmental issues were not caused by any work performed under the Scope of Work on the Project), the remediation of which is necessary to performance of the Scope of Work for the Project, shall be the sole responsibility of Glaize.
- e. As a condition precedent to the performance of any of the City's responsibilities herein, and within ten (10) days after the City has delivered to Glaize written documentation that the City has received \$800,000.00 in Revenue Sharing funds from VDOT (or that the City has obtained \$800,000.00 in funds from some other source) together with all requisite authority to expend said \$800,000.00 in funds on the Project, Glaize shall provide a bond or letter of credit in a form and from an issuer deemed acceptable by the City to cover the full amount of the funds committed by Glaize pursuant to this Agreement (\$800,000.00), which shall become immediately payable to the City upon default by Glaize of any of the terms recited in this Agreement.

**6. PROJECT SCHEDULE:**

- a. The City will issue a task order to complete the engineering design of the project within thirty (30) days of full execution of this Agreement.
- b. The City will use its best efforts to complete the design of the Project and advertise the Project for construction bids as quickly as possible.

- c. The City will use its best efforts to initiate construction on the project in the spring of 2016 and complete the construction of the Project by the end of the summer of 2016.

**7. NOTICES:**

- a. All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered, or when deposited in the United States mail, postage pre-paid, first class, registered or certified, return receipt requested, addressed respectively as follows:
- b. City:  
 City of Winchester  
 Attention: Perry Eisenach, Public Services Director  
 15 N. Cameron Street  
 Winchester, VA 22601
- c. Glaize:  
 Glaize Developments, Inc.  
 Attention: J.P. Carr  
 P.O. Box 888  
 Winchester, VA 22604

**8. ENTIRE AGREEMENT; AMENDMENTS; TIME:**

- a. This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings, whether oral or written, of the parties regarding the subject matter of the Agreement and no amendment to this Agreement shall be effective unless made in writing and signed by both parties.
- b. Time is of the essence with respect to all matters set forth in the Agreement.
- c. This Agreement shall be binding upon and the obligations and benefits hereof shall accrue to the parties hereto and their successors and assigns.
- d. The parties hereby warrant and represent, each to the other, that the person signing this Agreement on behalf of each party has all requisite authority to do so, and that each party has all requisite authority to enter into this Agreement, which Agreement is acknowledged to be the valid and binding obligation of each party, enforceable under its terms.

9. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Virginia and any dispute hereunder shall be heard only in the Circuit Court of the City of Winchester, Virginia.

WITNESS the following signatures and seals:

CITY OF WINCHESTER, VIRGINIA

\_\_\_\_\_  
By: City Manager

ATTEST:

\_\_\_\_\_

GLAIZE DEVELOPMENTS, INC.

*[Handwritten Signature]*  
\_\_\_\_\_  
By:

ATTEST:

*[Handwritten Signature]*  
\_\_\_\_\_

Attachment: Road Construction and Funding Agreement (R-2015-35 : Approval of Tevis Street Extension Project)

# CITY OF WINCHESTER, VIRGINIA

## CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: October 13, 2015

RESOLUTION  ORDINANCE  DESCRIPTION/PRESENTATION

ITEM TITLE: Resolution Approving The Design of the New Welcome to Winchester Gateway Signs

PUBLIC HEARING DATE:

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Perry Eisenach	Completed	10/07/2015 3:09 PM
Anthony Williams	Completed	10/08/2015 2:59 PM
Eden Freeman	Completed	10/08/2015 4:50 PM

Approved as to form:

**Perry Eisenach**

Perry Eisenach, Public Services Director 10/7/2015

By:



**Winchester**  
office of the city attorney Virginia

Anthony C. Williams, City Attorney  
Office of the City Attorney  
15 N. Cameron Street, Suite 313  
Winchester, VA 22601  
Phone: 540-667-1815, x 1433  
Fax: 540-667-2259

  
Eden Freeman, City Manager 10/8/2015

# CITY COUNCIL ACTION MEMO

**To:** Honorable Mayor and Members of City Council  
**From:** Perry Eisenach, Public Services Director  
**Date:** October 13, 2015  
**Re:** Resolution Approving The Design of the New Welcome to Winchester Gateway Signs

---

**THE ISSUE:** Selecting the design for new "Welcome to Winchester" gateway signs.

**RELATIONSHIP TO STRATEGIC PLAN:** Goal 2 - Promote and accelerate revitalization of catalyst and other areas throughout the City, and Goal 3 - Advance the quality of life for all Winchester residents.

**BACKGROUND:** City Council has established a goal of installing new "Welcome to Winchester" signs at all the major gateways into the City. The first sign will be installed on Millwood Avenue just east of Interstate-81 as a part of Shenandoah University's project of landscaping and beautifying Millwood Avenue coming into the City.

**BUDGET IMPACT:** The cost of the first sign on Millwood Avenue will be paid for by Shenandoah University as per the agreement that was made for the overall Millwood Avenue project. The City has budgeted \$150,000 in the FY16 Capital Improvement Plan to begin installing these signs on other major gateways entering the City.

**OPTIONS:** Staff has developed three options (Options A, B, and C) for the design of the sign for City Council's consideration.

**RECOMMENDATIONS:** Approval of the option preferred by City Council.

## **RESOLUTION APPROVING THE DESIGN OF THE NEW WELCOME TO WINCHESTER GATEWAY SIGNS**

**WHEREAS**, the City desires to install new “Welcome to Winchester” signs at all the major gateways into the City; and

**WHEREAS**, the first of these new signs will be installed on Millwood Avenue just west of Interstate-81 as a part of Shenandoah University’s Millwood Avenue gateway beautification project; and

**WHEREAS**, three different designs for the new sign (Options A, B, and C) have been developed for City Council’s consideration.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Winchester hereby selects and approves Option [A][B][C] as the design for the new “Welcome to Winchester” signs.

2.3.a



Attachment: Option A (R-2015-36 :

Packet Pg. 25



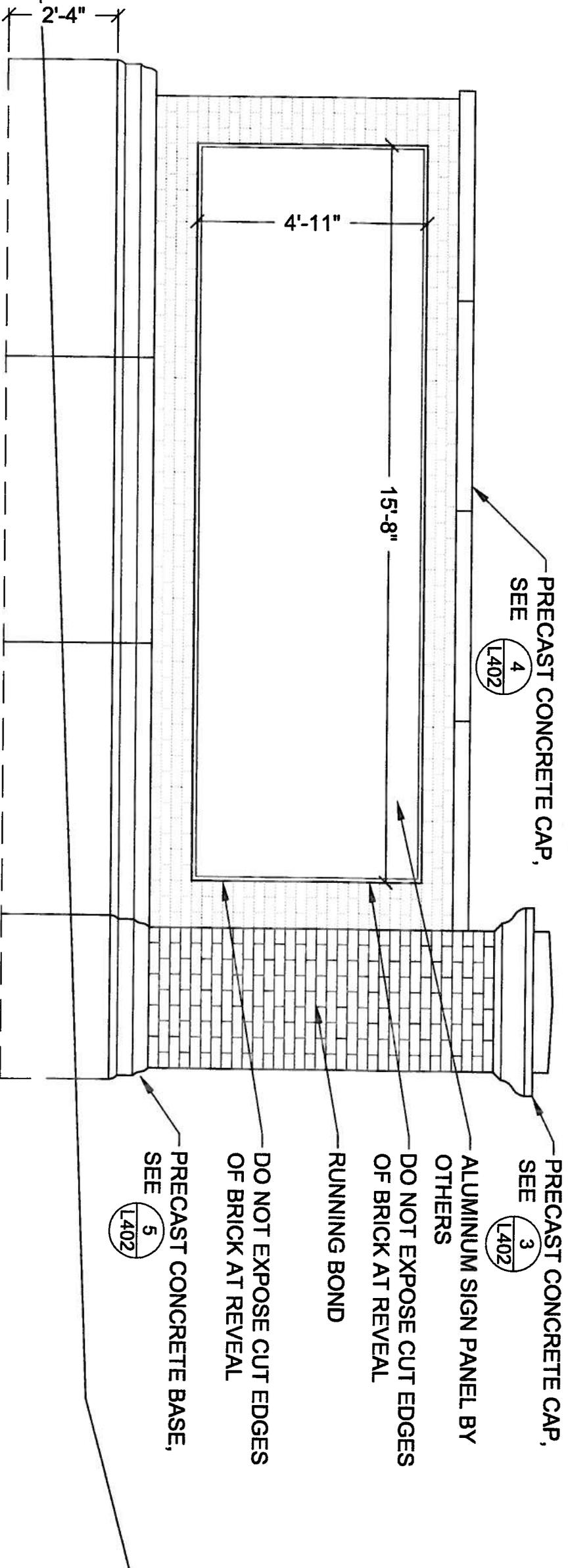


Attachment: Option C (R-

# WELCOME SIGN - PLAN

SCALE: 3/8" = 1'-0"

Attachment: Sign Base (R-2015-36 : Design Options for Welcome to Winchester Gateway Signs)



# WELCOME SIGN - EAST ELEVATION

SCALE: 3/8" = 1'-0"

2

402

# CITY OF WINCHESTER, VIRGINIA

## CITY COUNCIL AGENDA ITEM

**CITY COUNCIL MEETING OF:** October 13, 2015

**ITEM TITLE:** Taylor Pavilion Use Follow Up

**PUBLIC HEARING DATE:**

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

Jennifer Bell	Completed	10/06/2015 3:48 PM
Anthony Williams	Completed	10/08/2015 3:00 PM
Eden Freeman	Completed	10/08/2015 4:36 PM

Approved as to form:

**Jennifer Bell**

Jennifer Bell, Downtown Manager 10/6/2015

By: \_\_\_\_\_



Anthony C. Williams, City Attorney  
 Office of the City Attorney  
 15 N. Cameron Street, Suite 313  
 Winchester, VA 22601  
 Phone: 540-667-1815, x 1433  
 Fax: 540-667-2259

  
 Eden Freeman, City Manager 10/8/2015

# CITY COUNCIL ACTION MEMO

**To:** Honorable Mayor and Members of City Council  
**From:** Jennifer Bell, Downtown Manager  
**Date:** October 13, 2015  
**Re:** Taylor Pavilion Use Follow Up

---

## THE ISSUE:

In May, a Conditional Use Permit was approved by City Council permitting Amphitheater Use at the Taylor Pavilion. At that time it was requested for staff to return in a few months to report on the use.

## RELATIONSHIP TO STRATEGIC PLAN:

Advance quality of life and Promote and accelerate revitalization of targeted areas throughout the City. (OTW)

## BACKGROUND:

Concerns were expressed at the time of the permit issuance regarding noise and appropriate hours for use of the Taylor Pavilion space due to its proximity to apartments.

## BUDGET IMPACT:

No budget impact.

## OPTIONS:

Discuss the use of the Pavilion for City and private events.

## RECOMMENDATIONS:

Continue to allow Conditional Use Permit to govern use of the Pavilion.



# TAYLOR PAVILION

## Report on Amphitheater Use



# City of Winchester Events

At the Taylor Pavilion

- **Kidzfest** - May 16
- **Old Town Farmers Market** - Saturdays, mid-May – Halloween 9 a.m. – 1 p.m.
- **Classic Movie Night** – June, July, August
- **Friday Night Live** - June, July and August
- **Sunday Concerts** – June, July, August, September

# Friday Night Live



Attachment: Taylor Pavilion Report [Revision 1] (DOC-2015-3 : Taylor Pavilion Use Follow Up)



Taylor Pavilion Venue allows socializing beneath the pavilion which helps absorb sound.



# Friday Night Live Events

- Sounds checks were conducted repeatedly using
  - Hand held - CheckMate SPL meter CM-130
  - db Noisemeter App
- Sound checks were conducted numerous times under the wooden pavilion and within the Taylor Hotel Building within four feet of the glass door.
- Sound checks were done at the following locations inside downtown stores, on the Loudoun Street Walking Mall and on Indian Alley.

# June Friday Night Live

- 5:50 - 60db reading only about 70 people in the venue.
- 5:56 p.m. – 45db inside Bells Clothier
- 6:00 p.m. – sound at Runners Retreat overpowered by street performers, some sound audible in Indian Alley by Union Jack
- 7:43 p.m. – 62db, 210 people in the venue
- 8:41 p.m. - 65db in venue, 323 people on the mall
- 10:11 p.m. – 56db, 120 people in the venue, 130 on mall

# July Friday Night Live

- 6 p.m. 100 people in venue 70db quickly adjusted to below 65db
- 6:45 there were 675 people on the mall with 175 chairs set up in the venue, volume below 65db
- Worked with Bluemont doing sound checks. FNL Sound tech met with Bluemont and altered FNL volume, shared cell # for any additional concerns.
- 7:45 – approximately 400 people in the overall venue, over 700 people on the mall, Robbie Limon band volume peaked at 64db
- 10:00 – 60db approximately 450 people in the overall venue, 500 people on the mall.

# August Friday Night Live

- 6 p.m. – 70db, adjusted immediately below 65db 100+ people in the venue.
- Worked with Bluemont doing sound checks. FNL Sound tech met with Bluemont and altered FNL volume, shared cell # for any additional concerns.
- 7:00 p.m.(approximately) – 60db reading
- 8:45 p.m. – 300 in venue, 700+ on mall
- 10:00 p.m. – 58db, 200+ in venue. 450+ on mall



## FNL

During events sound volume was impacted by the number of people in the venue and the positioning of the speakers.

The July FNL required the greatest adjustment as the band began over the 65 db threshold at 70 db and was quickly adjusted to a lower volume. There continued to be some spillover sound to the Old Courthouse Lawn where a Bluemont Concert was held. This required additional reduction in volume at the Taylor.



# Taylor Sunday Concerts

June, July, August & September



No concerns with volume, music with very limited amplification.



# Classic Movie Nights

June, July & August



Volume kept low, some concerns from patrons volume was too low, need for speakers near wooden pavilion to help with appropriate surround sound.



# Farmers Market

Saturdays, mid-May - Halloween

Musical Entertainment most weeks at 11a.m.

- Mostly acoustic background music with little amplification.



# Private Events

At the Taylor Pavilion  
Since May 2015

- **NAMI** (National Alliance for the Mentally ill) **Fundraiser** - August 29
- **Valley Reads Event** (Handley Library/Park and Rec Event) – August 8
- **Woods - Liggins Wedding** – September 26

# NAMI Fundraiser



Sound meter readings low - average in the 55db range.

Attachment: Taylor Pavilion Report [Revision 1] (DOC-2015-3 : Taylor Pavilion Use Follow Up)

# Valley Reads Event



Volume not a concern.



# Woods-Liggins Wedding

Volume not a concern,  
music provided by a string quartet.



# Conditional Use Permit at the Taylor Pavilion

- CU-15-219 A Conditional Use Permit for Amphitheater Use at the Taylor Pavilion subject to the following conditions:
  - 1. Use to begin no earlier than 9 a.m. every day and end no later than 10 p.m. on Sunday through Wednesday nights, no later than (11:00 p.m.,) on Thursday night and no live bands on Thursday night, and no later than midnight on Friday and Saturday nights and on New Year's Eve.
  - 2. All events and amplification proposals are coordinated through the Downtown Manager or other City official designated by the City Manager.
  - 3. Operations shall comply with applicable noise and maximum sound level regulations per Chapter 17 of the Winchester City Code, as amended.

## 2015 Fire and Rescue Department Statistics

Month	Incidents											Casualties		Training Hours		Resuscitation Efforts	
	EMS	Fire	Total	Struc. Fire	Fire Other	ALS 1	ALS 2	BLS	Pt. Ref.	Mutual Aid Given	Mutual Aid Recvd.	Fire	Civ.	Dept. Personnel	LFCC Ride-Along Students	Cardiac Arrest	Cardiac Arrest Saved
January	356	111	467	8	103	190	5	123	23	43	12	0	2	1204	0	4	2
February	357	133	490	7	126	179	5	125	21	39	15	0	0	984	0	3	3
March	389	111	500	7	104	201	3	139	26	41	14	0	0	1456	0	3	1
April	397	87	484	4	83	198	7	129	28	32	9	0	0	1660	0	8	1
May	433	127	560	3	124	196	6	141	52	45	7	0	1	1336	0	5	2
June	420	116	536	4	112	219	2	118	42	38	13	0	0	1738	0	2	1
July	430	129	559	3	126	215	3	143	38	48	6	0	0	1083	0	2	1
August	440	102	542	2	100	235	1	138	41	26	14	0	0	1301	0	1	0
September	354	104	458	2	102	168	2	123	31	40	7	0	0	1080	0	3	2
October			0		0												
November			0		0												
December			0		0												
<b>TOTAL</b>	<b>3576</b>	<b>1020</b>	<b>4596</b>	<b>40</b>	<b>980</b>	<b>1801</b>	<b>34</b>	<b>1179</b>	<b>302</b>	<b>352</b>	<b>97</b>	<b>0</b>	<b>3</b>	<b>11843</b>	<b>0</b>	<b>31</b>	<b>13</b>
	77.81%	22.19%		3.92%	96.08%	50.36%	0.95%	32.97%	8.45%	7.66%	2.11%					41.94%	
	% of Total			% of Fire		% of EMS Responses			% of Total							26.3% National Average	

10 Years of Incidents											
2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
4932	5288	5711	5673	5571	5365	5407	5539	5541	5756	5605	5888

Communication: September 2015 Fire and Rescue Department Report (Monthly Reports)

### FY 2016 EMS Revenue Recovery Statistics

	Gross Revenue	Manual Contractual Allowances	Automatic Contractual Allowances	Refunds	Net Collectable	Payments from Patients	Payments from Insurance	Total Deposits
JULY	\$0.00	\$7,117.76	\$1,293.81	\$556.35	(\$8,967.92)	\$7,108.46	\$78,342.97	\$85,451.43
AUGUST	\$0.00	\$3,676.09	\$806.06	\$1,228.38	(\$5,710.53)	\$5,413.15	\$14,684.64	\$20,097.79
SEPTEMBER	\$0.00	\$1,800.96	\$1,197.85	\$552.43	(\$3,551.24)	\$4,073.56	\$9,930.19	\$14,003.75
OCTOBER					\$0.00			\$0.00
NOVEMBER					\$0.00			\$0.00
DECEMBER					\$0.00			\$0.00
JANUARY					\$0.00			\$0.00
FEBRUARY					\$0.00			\$0.00
MARCH					\$0.00			\$0.00
APRIL					\$0.00			\$0.00
MAY					\$0.00			\$0.00
JUNE					\$0.00			\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$12,594.81</b>	<b>\$3,297.72</b>	<b>\$2,337.16</b>	<b>(\$18,229.69)</b>	<b>\$16,595.17</b>	<b>\$102,957.80</b>	<b>\$119,552.97</b>

Communication: September 2015 Fire and Rescue Department Report (Monthly Reports)



## 2015 Fire Marshal Division Statistics

Month	City Fire Property Dollar Loss/Save			Plan Review		Inspections/Investigations									Public Education			
	Loss	Value	Saved	#	Revenue Generated	Annual Fire Insp.	Follow-up	New Business	Sprinkler	Alarm	Supres.	Site	Other Insp.	FMO Staff Investig.	Smoke Alarms Installs	Car Seat Installs	Pub Ed Children	Pub Ed Adult
January	\$212,000.00	\$1,869,100.00	\$1,657,100.00	10	\$272.34	9	27	0	2	0	1	0	13	3	2	8	0	9
February	\$21,500.00	\$318,200.00	\$296,700.00	7	\$74.46	40	37	0	2	0	0	0	23	2	0	23	3	28
March	\$25,050.00	\$4,673,500.00	\$4,648,450.00	17	\$1,383.12	17	14	0	0	0	1	1	25	3	0	10	39	25
April	\$2,000.00	\$2,000.00	\$0.00	10	\$485.52	20	29	0	2	1	3	0	49	2	0	10	231	230
May	\$10,000.00	\$25,000.00	\$15,000.00	22	\$0.00	10	7	0	6	3	2	7	8	1	4	18	52	31
June	\$6,500.00	\$185,000.00	\$178,500.00	17	\$683.40	33	13	5	3	3	1	0	18	1	1	1	584	617
July	\$1,030.00	\$257,130.00	\$256,100.00	26	\$1,212.78	33	45	3	4	3	1	1	10	2	0	8	100	110
August	\$3,000.00	\$601,600.00	\$598,600.00	21	\$353.43	45	18	3	4	2	2	1	21	2	5	11	31	69
September	\$2,560.00	\$551,160.00	\$548,600.00	14	\$658.92	22	35	7	1	1	2	0	10	3	0	10	20	26
October			\$0.00															
November			\$0.00															
December			\$0.00															
<b>TOTAL</b>	<b>\$283,640.00</b>	<b>\$8,482,690.00</b>	<b>\$8,199,050.00</b>	<b>144</b>	<b>\$5,123.97</b>	<b>229</b>	<b>225</b>	<b>18</b>	<b>24</b>	<b>13</b>	<b>13</b>	<b>10</b>	<b>177</b>	<b>19</b>	<b>12</b>	<b>99</b>	<b>1060</b>	<b>1145</b>

**Other Inspections includes:**

- Message Permit Inspections
- Complaint Inspections
- Knox Box Installation and Maintenance
- Temporary Use Occupancy Inspections
- Night Club Life Safety Inspections
- Tent Inspections
- Fire Code Permit related inspections

Communication: September 2015 Fire and Rescue Department Report (Monthly Reports)



### A Virginia Accredited Law Enforcement Agency

Timbrook Public Safety Center  
231 East Piccadilly Street  
Winchester, VA 22601

Telephone: (540) 545-4700  
FAX: (540) 542-1314  
Website: www.winchesterva.gov

## WINCHESTER POLICE DEPARTMENT MONTHLY COUNCIL REPORT September 2015

### 5 YEAR TREND FOR MAJOR CRIMES- SEPTEMBER

	2011	2012	2013	2014	2015
<b>THEFT</b>	74	78	64	65	65
<b>GRAND THEFT</b>	21	19	16	28	19
<b>MVT</b>	1	1	1	0	3
<b>ROBBERY</b>	3	2	1	1	1
<b>RAPE</b>	0	0	1	1	0
<b>B&amp;E</b>	12	19	8	19	14

### 5 YEAR TREND ENFORCEMENT -Enforcement for SEPTEMBER - 5 year trend

	2011	2012	2013	2014	2015
Felony Arrests	31	27	20	39	56
Misdemeanor Arrests	126	162	95	135	202
Legal Document - Felony	29	35	36	50	49
Legal Document - Misdemeanor	150	125	151	154	148
DUI Arrests	23	13	12	16	19
Incident Reports	343	378	244	357	345
Field Contacts Documented	43	48	4	18	28
Speeding - Radar	72	26	42	23	36
Traffic Violations	292	235	194	166	150
Vehicle Crash Investigations	50	33	35	60	60
Warning Citations			58	46	78
Vehicle Stops	1147	737	801	758	694
Parking Violations	177	135	91	90	67

Up-to-date statistics can be found at <http://winchesterpolice.org/crime-statistics> and up-to-date crime maps are available at <http://winchesterpolice.org/city-of-winchester-crime-map>.