

CITY COUNCIL

Standards of Living Committee

Monday, September 21, 2015
Council Office
5:00 pm

The Standards of Living Committee's responsibilities and topics include but are not limited to Housing Planning strategies, Building, Trades and Property Maintenance Inspection and Enforcement, Public Safety, Public Works, Police, Fire, Neighborhood Parks, Neighborhood Revitalization, Community Development, Customer Service, Graffiti Abatement, Community Group Organization and Support

Committee Members: Mr. Sterner, Mr. Daubert (Co Chairs) and Mr. Marmarou

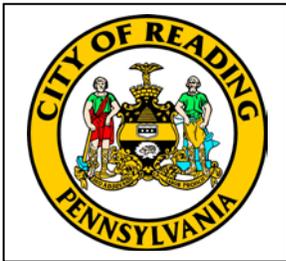
Although Council committee meetings are open to the public, public comment is not permitted at Council Committee meetings. However, citizens are encouraged to attend and observe the meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the Committee Chair.

All electronic recording devices must be at the entry door in all meeting rooms and offices, as per Bill No. 27-2012

- I. Update Hillside Lease Agreement**
- II. Inner-City Boxing - follow up re relocation of the program**
- III. Restricting Truck Parking on City Streets - examples attached**
- IV. Agreements with Organizations that utilize City facilities**
 - a. Baer Park Fieldhouse - include use as polling place for Primary and Gen Elections**
 - b. East Ends**
 - c. Fire Tower - Pagoda Skyline**
 - d. Redevelopment Authority**
 - e. Playground Associations & Other Organizations**

Follow Up:

- Zoning Changes Needed to Implement Comprehensive Plan**



CITY COUNCIL

Standards of Living Committee

Monday, August 17, 2015
Meeting Report

Committee Members Attending: D. Sterner, C. Daubert (Co-Chair), S. Marmarou

Others Attending: S. Katzenmoyer, R. Johnson, C. Snyder

The meeting was called to order at 5:42 pm by Mr. Sterner.

I. Hillside MOU

Ms. Snyder stated that the Law office has recommended that this be a lease agreement rather than an MOU. She stated that both the City and the organization would like guarantees for several years. She stated that an MOU can be terminated at any time.

Ms. Snyder stated that the organization would like exclusive use of Hillside from fall through January annually. She stated that the organization would have access to the concession stand during the event to fundraise. She stated that the organization would submit an audit to the City annually and that all funds raised would be donated to the RHS JROTC program.

Mr. Sterner questioned how the lease agreement would affect the City's costs. Ms. Snyder stated that the City would continue paying the electricity costs as in the past and that this would be the City's contribution to the event. She stated that the event will now be advertised.

Mr. Sterner stated that the Recreation Commission is concerned about volunteers having background checks to comply with the new laws. Ms. Snyder questioned backgrounds in the past.

All present explained the new background check requirements. Ms. Snyder stated that only volunteers with direct contact with the youth would need background checks.

Mr. Sterner questioned who would be coordinating the event. Mr. Johnson stated that the Christmas on the Mountain organization will be coordinating everything.

Mr. Sterner questioned if the City would be assisting with set up. Ms. Snyder stated that the lease agreement will state that the City is not assisting with set up.

Mr. Sterner thanked Ms. Snyder for informing the committee that an MOU can be terminated at any time.

Ms. Snyder questioned if the lease agreement would be approved by Council ordinance or resolution. Ms. Katzenmoyer referred the question to the Law office.

Ms. Snyder expressed the belief that if an ordinance is required, the set up will begin late this year due to agenda deadlines and the required layover period. She suggested a placeholder be added to the August 24 agenda.

II. Greenhouse - PermaCultivate

Mr. Johnson stated that the signed MOU was located so this item is complete.

Ms. Katzenmoyer explained the potential conflict of interest if Mr. Twyman is elected to City Council and is the primary signatory on the MOU.

Mr. Johnson suggested that this be addressed after the election.

III. Former Mineral Spring Hotel - East Ends

Mr. Johnson stated that the lease agreement expired in 2012. He stated that the club is in considerable arrears having only made two lease payments in 2009. He stated that this is a remote location and that the building will be destroyed if left vacant.

Mr. Sterner questioned the use of City funds on the building. Mr. Johnson stated that it is minimal.

Mr. Johnson stated that if the lease is broken and the club vacates the building will be left unused. Mr. Sterner suggested another organization use the building.

Mr. Marmarou stated that he knows several organizations that are interested in using the building.

Mr. Sterner suggested that Mr. Marmarou give Mr. Johnson contact information for those interested in using the building.

Mr. Johnson stated that the City will continue to research the agreement and will begin discussions with the Recreation Commission.

Mr. Sterner suggested updating the lease agreement with the current conditions but making it month to month so that another tenant can move in quickly.

Mr. Daubert noted the need to inform East Ends that there is the potential loss of lease.

Mr. Sterner stated that the agreement has expired so it is null and void. Ms. Snyder stated that notice may still need to be given.

Mr. Sterner stated that it is time to move this forward. He stated that East Ends cannot continue breaking the terms of the lease. Ms. Snyder stated that she will discuss this issue with Mr. Younger.

IV. Fire Tower – Pagoda Skyline

Mr. Johnson stated that he has acquired information relative to the land around the tower but no legal documents regarding the tower itself.

Mr. Sterner questioned if Lower Alsace needed to be involved in this conversation. Ms. Snyder expressed the belief that they do not as the City owns the tower and the land around it.

Mr. Marmarou suggested that the City check with Lower Alsace to see if they have an agreement regarding the tower. He described a police issue that occurred on that property. Ms. Snyder stated that the City is the property owner so any agreement must be with the City and not with Lower Alsace.

Mr. Sterner questioned who maintains the property. Mr. Johnson stated that Pagoda Skyline performs much maintenance. He stated that the City does capital improvements as it is able.

Mr. Sterner noted the need for a written agreement with Pagoda Skyline. Ms. Snyder agreed with the need to memorialize the terms.

Mr. Marmarou noted the need for organizations who have agreements with the City not to believe the agreement gives them ownership rights.

V. Baer Park Fieldhouse – Inner City Boxing Club

Ms. Snyder stated that the Inner City Boxing Club had a word of mouth agreement with former Mayor McMahon. She stated that there was a line item for this organization in past City budgets and purchases were made. She stated that there was concern that the

Ayalas were no longer able to run the program and that others were running it on their behalf.

Ms. Snyder stated that Marshall Kauffman has agreed to run the program. She stated that King's Gym was chosen as the name of his gym as an acronym for Kids In Need of Guidance. She stated that the staff is great with the kids and that all background clearances have been done.

Mr. Marmarou stated that there was no access to the concession stand for other groups using the park and that the Inner City Boxing Club had changed the locks. Ms. Snyder explained that the main problem was access to the restrooms. She stated that Mr. Kauffman has agreed to open the restrooms to others and that the City is in the process of creating a formal written agreement which will include an annual audit.

Ms. Snyder stated that this is not the ideal location for a boxing program but that the City does not have another available location. She stated that she has spoken with the School District about locating the program in one of their buildings but they will not commit long term. She stated that she would welcome ideas.

Ms. Snyder expressed the belief that as a partner in the Recreation Commission that the School District should commit the use of the buildings for recreational programs.

Mr. Sterner stated that there are other boxing programs located in the City. Ms. Snyder agreed but stated that they only allow youth of a higher caliber to participate.

Mr. Daubert suggested that this be discussed at the next Recreation Commission meeting. He stated that the Commission was told in the past that there could be no permanent location for the program inside a District building. He stated that he will request that they look again.

Ms. Snyder stated that Thomas Ford Elementary School is not being used in any way at this time.

Mr. Sterner questioned the issue of having a polling location in the fieldhouse. Mr. Johnson stated that this is not possible while boxing is located there.

Ms. Snyder stated that the restrooms are not on the main level. Ms. Katzenmoyer stated that this is also the case at the Pendor Park fieldhouse.

Ms. Snyder questioned why the poll could not be located in the nearby elementary school. Mr. Johnson described the problems with having members of the general public in school buildings under the new security laws.

VI. Other Matters

- Public Swimming Pools

Mr. Marmarou questioned if the City would be interested in acquiring additional swimming pools. Ms. Snyder stated that the City did look at acquiring Hillside and East Reading. She suggested that this be a topic for the Recreation Commission.

Mr. Marmarou stated that College Manor Pool is struggling and only has 50 member families. Mr. Johnson stated that swimming pools are not currently used in the way they were in the past.

Mr. Daubert stated that he will begin these discussions with the Recreation Commission. He stated that the Schlegel Pool does very well.

- Agenda topics

Mr. Johnson stated that the City is entering budget season and that he will have less time to devote to agenda topics. He stated that his progress will slow on the agreements. Ms. Snyder suggested wrapping up the issues before the budget meetings begin.

Mr. Daubert suggested a progress update at the next meeting. Ms. Snyder stated that the update will include goals and paths to those goals.

Mr. Daubert requested that no items appear on the agenda unless there is new information to be shared.

Mr. Daubert expressed the belief that Mr. Kauffman will run the boxing program well.

Meeting was adjourned at 6:33pm.

Respectfully submitted,
Shelly Katzenmoyer, CMC
Deputy City Clerk

LEASE AGREEMENT

THIS AGREEMENT WITNESSETH, that the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter referred to as the "Lessor", in consideration of the rents and covenants hereinafter mentioned, does demise and lease unto EAST END ATHLETIC CLUB, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "Lessee".

ALL THAT CERTAIN piece of ground and the building thereon erected, known as the "Mineral Spring Hotel" property, in the said City of Reading, County of Berks and Commonwealth of Pennsylvania, as depicted on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the said East End Athletic Club, subject to the conditions of this Lease, for a term of three (3) years, beginning October 1, 2009, and ending September 30, 2012.

IN CONSIDERATION OF WHICH the said East End Athletic Club agrees to pay the said City of Reading the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month, payable monthly in advance at the Office of the Director of Finance or his designee of said City of Reading, or at such place within said City as said Lessor may in writing from time to time direct, without demand being made therefore, and to pay within thirty (30) days after the same shall become due and payable all bills for gas, electric, and water, consumed in or on said premises during the continuance of this Lease, and after that time, until the supply of the same is stopped by the proper authorities. In addition, Lessee shall be responsible for and pay the cost of all trash and garbage collection.

In addition to the monetary rent and other payments required herein, the East End Athletic Club further agrees to pay promptly any and all real estate taxes which may be levied against the within premises.

The Lessee further covenants that it will not assign this Lease nor sublet the said premises, nor any part thereof, or use or occupy the same for any other purpose than as a private club without the written consent of the said Lessor first had and obtained and during the said term shall keep the said premises in good condition, order and repair, remove or cause to be removed any and all ashes, rubbish or refuse matter therefrom, and at the termination thereof, deliver up the said premises in as good condition, order and repair as the same now are, reasonable wear and tear, and damage by accidental fire excepted.

The said Lessee agrees to make all necessary alterations, improvements or repairs to the interior and exterior of said premises at its own expense, subject to the supervision and approval of the Director of Public Works or such other individual as may be designated in writing by the Mayor of the City of Reading. In the event another individual is so designated, the Mayor shall provide Lessee with a copy of the appointment of such individual in writing. The Lessee agrees to be responsible for the maintenance of the grounds surrounding the premises as depicted on Exhibit "A" attached hereto and made a part hereof and cross-hatched. Maintenance shall include, but not be limited to, removal of all trash and debris which may be found in and upon such grounds.

Lessee shall be responsible for maintaining, repairing and plowing of the access road from the point depicted on Exhibit "A" attached hereto and made a part hereof.

And the said Lessee further agrees that if the rent shall remain unpaid for a period of thirty (30) days thereafter, then the Lessor may enter the premises, and proceed by distress and sale of the goods there found to pay the Lessor the rent in arrears and all

costs and officer's commission, including the five percent attorneys fees.

The said Lessee further agrees that all goods on the said premises and for thirty (30) days after removal, shall be liable to distress for rent, and hereby waives the benefit of all exemption laws in relation thereto. And said Lessee further agrees that this waiver shall extend and be applicable to any process, execution or executions, that may be issued in any and all suits, actions or proceedings, for the collection of rent due and in arrears, for any gas, electric, real estate taxes, or water bills, left unpaid, for any expense incurred in removing ashes, rubbish or refuse from said premises, or any other bill required to be paid by the Lessee which is left unpaid, and for damages for the non-fulfillment of any covenant(s) herein contained.

It is further agreed that the said Lessor shall have the option to renew this Lease for up to two (2) additional terms of one (1) year each provided that Lessor gives Lessee at least One Hundred Eighty (180) days written notice prior to the expiration of the Lease term of its intention to exercise its option to renew as set forth hereunder. Upon exercise of the option to renew and so long as Lessee is not in default at the time that the new term commences, all of the terms and conditions of this Lease shall remain in effect with the exception that the rental amount will be subject to good faith negotiation between Lessor and Lessee. In the event that the parties cannot agree on the rental amount, the Lease shall terminate at the expiration of its term.

It is further agreed that Lessor may at any time terminate the term of this Lease upon One hundred Eighty (180) days prior written notice in the event that Lessor shall in its sole discretion determine that the premises are needed for or to further the exercise of its municipal powers for the benefit of the public.

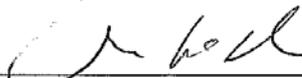
And it is further agreed that if the said rent shall at any time be in arrears and unpaid, or if the said Lessee shall sublet or otherwise use the said premises that as above expressed, or shall fail to comply with the conditions of this Lease, or notice given under the terms hereof, or shall not well and truly perform and fulfill all covenants or conditions herein contained by said Lessee to be performed and kept, then this Lease shall, at the option of the said Lessor, cease and absolutely determine and any attorney may immediately thereafter as attorney for the said Lessee, at the sole request of the said Lessor, sign an agreement for entering in any competent court, an amicable action and judgment in ejectment (without any stay of execution or appeal) against the said Lessee and all persons claiming under said Lessee for the recovery by the said Lessor of possession of the nearby demised premises, without any liability on the part of the said attorney, for which this shall be a sufficient warrant; and therefore upon a writ of habere facias possessionem may issue forthwith without any prior writ or proceeding thereon, or concerning the same; and hereby agrees that no writ of error or objection or exemption shall be made or taken thereto; and a copy of this Lease, verified by affidavit, being filed in said action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding. No such determination of this Lease not taking nor recovering possession of the premises shall deprive the Lessor of any other action against the Lessee for possession, for rent, for any gas, electric, real estate taxes or water bill left unpaid, for any expenses incurred in removing the ashes, rubbish or refuse matter from said premises, or for damages.

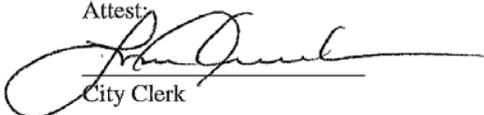
Notwithstanding anything herein contained to the contrary, Lessor shall have the right and the commencement of the term of this Lease shall be conditional upon Lessor

inspecting the premises being leased hereunder to determine if there are any structural or other major defects with respect to the building situated on the premises. If any such structural or other major defects are found as a result of such inspection, Lessee shall promptly make the necessary repairs prior to the commencement of the term of this Lease. Lessor shall have the right from time to time with twenty-four (24) hours prior written notice to enter upon the premises for the purpose of making an inspection to determine if repairs are necessary. In the event the repairs are determined to be necessary by Lessor, Lessor shall provide Lessee with thirty (30) days prior written notice to make such repairs and thereafter such repairs shall be commenced and completed within a sixty (60) day period by Lessee at Lessee's expense. In the event Lessee shall not make such repairs, the Lessor shall have the right to make such repairs and charge Lessee the cost of same as additional rent.

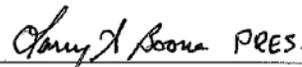
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease this 21ST day of SEPTEMBER, 2009.

CITY OF READING

By: 
Mayor

Attest:

City Clerk

EAST END ATHLETIC CLUB

By:  PRES.
President

Attest:

Secretary



CITY OF READING CITY COUNCIL

Brief

Item: Restrictions on
Parking of
Trucks

From: Linda A. Kelleher
City Clerk

Briefing No.:

Date: September 16, 2015

SUBJECT: Restricting/Prohibiting Large Trucks from Parking on City Streets

BACKGROUND:

Approximately 10 years ago, neighborhood complaints about large vehicles parking in residential neighborhoods prompted the Council Office to research the issue and identify a solution. Over the years several amendments were made to the legislation to improve it. However, the recent problem in SW Reading shines a new light on the problem. Each potential solution we have identified to address the problem will only transfer the problem to a new area.

While there were a sufficient number of ordinances to address the parking of trucks/commercial vehicles on city streets 10 years ago, there are many more in 2015. The ordinances address the problem in one of three ways:

1. Prohibit large commercial and recreational vehicles from parking on city streets except for a loading or unloading period not to exceed 1-2 hours
2. Require the owner/driver to register the vehicle with the Chief of Police and he can allow parking based on a case by case basis
3. Restrict large commercial and recreational vehicles from parking on city streets between the hours of 6 pm and 6 am

Some samples are attached for your consideration.

Recommendation :

1. Prohibit large commercial and recreational vehicles from parking on city streets except for a loading or unloading period not to exceed 1-2 hours

Chicago

Parking Restrictions for Special Types of Vehicles

The rules governing the parking of special types of vehicles on City of Chicago (“City”) streets are set forth under [Section 9-64-170](#) of the Municipal Code of Chicago. Please reference this section for the specific language, definitions and restrictions, but the following is a summary of the rules.

The rules prohibit the parking of any truck, van, tractor, truck tractor, semi-trailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab, commercial vehicle or livery vehicle on any residential street at any time, except in the following situations:

- **Expeditious loading and unloading of vehicles.** Any vehicle engaged in the expeditious unloading or loading of passengers, merchandise or other contents.
- **Business Use.** Vehicles actively conducting business must display the business name and license number on the vehicle. Business use means that the vehicle is being used to perform deliveries, service or repairs.
- **Personal Use.** Pick-up trucks and vans displaying a special parking permit obtained through the local alderman’s office may park on any residential street in the City. Personal use means any use that is not a business use.
- **Buses.** Buses parked or standing in a designated bus stand in accordance with [Section 9-48-050](#)
- **Areas Designated by Ordinance.** Pick-up trucks or vans, not junk vehicles collecting, disposing of, or transporting junk, weighing less than 8,000 pounds may park on residential streets without a special parking permit in the following bounded areas (1) 88th Street on the north, the east side of Western Avenue on the west, 105th Street on the south and Charles Street on the east, (2) 105th Street on the north, the east side of Western Avenue on the west, the city limits on the south and Vincennes Avenue on the east, or (3) 99th Street on the north, Pulaski Road on the west, the city limits on the south and the west side of Western Avenue on the east.
- **Taxicabs.** Taxicabs displaying a special parking permit obtained through their local alderman may park on a residential street adjacent to the owner’s residence in authorizing wards (5th, 7th, 8th, 10th, 15th, 23rd, 25th, 35th, 46th, 50th and a portion of 108th Place from South Wentworth Avenue on the east to the perpendicular railway line on the west).

The rules prohibit the parking of any truck, truck tractor, semi-trailer, trailer, self-contained motor home, commercial vehicle or bus on any business street in the city, at any time, except in the following situations:

- **Expeditious loading and unloading of vehicles.** Any vehicle engaged in the expeditious unloading or loading of passengers, merchandise or other contents.
- **Business Use.** Vehicles actively conducting business must display the business name and license number on the vehicle. Business use means that the vehicle is being used to perform deliveries, service or repairs.
- **Buses.** Buses parked or standing in a designated bus stand in accordance with [Section 9-48-050](#)
- **Taxicabs on Business Streets.** Generally, taxicabs are prohibited from parking on business streets between the hours of 2:00AM and 7:00AM for more than 2 hours, but may do so without restriction in authorizing wards (23rd ward; 40th ward only on the (north side) of North Lincoln Avenue, from North California Avenue to West Peterson Avenue, (south side) of North Lincoln Avenue, from North California Avenue to West Foster Avenue, (both sides) of North Western Avenue, from West Glenlake Avenue to West Peterson Avenue, (east side) of North Western Avenue, from West Balmoral Avenue to West Peterson Avenue and (south side) of West Peterson Avenue, from North Lincoln Avenue to North California Avenue; 46th ward; 49th ward; and in the 50th ward on Devon Avenue between Ridge Boulevard and Hoyne Avenue, and on Western Avenue from Granville Avenue to Pratt Boulevard).

Additionally, the law prohibits the standing or parking of any vehicle six feet or greater in height within 20 feet of any crosswalk, alley, commercial driveway or fire lane at any time.

Penalties for violating these rules are set forth under [Section 9-100-020](#). Furthermore, any commercial vehicle found to be in violation may be subject to immobilization and impoundment, without prior notice.

ARTICLE I

**Trucks, Trailers and Similar Vehicles
and Equipment**

§ 71A-1. Purpose.

The purpose of the within ordinance is to regulate the parking of trucks, trailers and other similar vehicles and equipment of a certain size upon roadways within residential neighborhoods. Said vehicles and equipment tend to block the view of other vehicles and children playing in these neighborhoods as well as negatively impacting the aesthetics of the residential neighborhood. This ordinance further provides for a restriction of the parking of said vehicles upon single-family residential properties in order to further protect the health, safety and general well-being of the residents of Barnegat Township.

§ 71A-2. Definitions.

As used herein, the reference to truck, tractor, tractor trailer, trailer body, mobile home, house trailer, camper trailer, bus or any similar vehicle or equipment means vehicles or equipment having an overall length in excess of twenty (20) feet or a height of more than nine (9) feet.

§ 71A-3. On-street parking prohibited. [Amended 4-27-98 by Ord. No. 1998-8]

There is hereby prohibited the parking of any truck, tractor, tractor trailer, trailer body, mobile home, house trailer, camper trailer, bus or any similar vehicle or equipment on any street within any residential zone of Barnegat Township from the hours of 6:00 p.m. to 6:00 a.m. daily.

On-street parking shall be permitted for registered commercial vehicles or pick-up trucks of a rated capacity not exceeding two (2) tons with two (2) axles and trucks, tractors, tractor trailers, trailer bodies, mobile homes, house trailers, camper trailers, bus or any similar vehicle or equipment with 71A02

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VEHICLES, PARKING RESTRICTIONS

§ 71A-3 IN RESIDENTIAL AREAS § 71A-4

an overall length not exceeding twenty (20) feet or a height not exceeding nine (9) feet.

§ 71A-4. Off-street parking prohibitions. [Amended 4-27-98 by Ord. No. 1998-8]

It shall be unlawful for anyone to store trucks, trailers or commercial vehicles, recreational vehicles, motor homes, travel trailers or campers as defined in this ordinance, on properties in residential zoning districts unless they comply with the following rules:

- (1) Such storage shall not be located closer than three (3) feet to any side or rear lot line and ten (10) feet of any street line.
- (2) Travel trailers or campers shall not exceed thirty-five

- (35) feet in length and eight (8) feet in width.
- (3) Only one (1) such travel trailer or camper shall be permitted to be stored outdoors in any required yard setback areas of a lot on any residential zoning district.
- (4) No travel trailer or camper stored in conformance with this subsection shall remain in such storage for longer than twelve (12) consecutive months.
- (5) Any such vehicle stored in accordance with this subsection shall not be occupied and shall not be provided with utility connections other than required for vehicle maintenance and shall not be used for storage of any non-recreational material.
- (6) The within section shall not apply to the storage of any construction vehicles engaged in construction for an active construction site.
- (7) Only one (1) commercial vehicle of a rated capacity not exceeding two (2) tons with two (2) axles, owned or used by a resident of the premises, shall be permitted to be regularly parked or garaged on a lot in any residential zoning district. For purposes of this ordinance a commercial vehicle is a bus and/or vehicle containing

71A03 9-5-00

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§ 71A-4 BARNEGAT CODE § 71A-8

advertising matter intending to promote the interest of any business, whether or not said vehicle is registered as a commercial vehicle with any State Division of Motor Vehicles.

§ 71A-5. Exceptions.

The within ordinance shall not apply to any governmental entity or agency.

§ 71A-6. Violations and penalties.

Any person who violates any one (1) or more sections of this ordinance shall be subject to a fine of not more than one thousand dollars (\$1,000.) for each separate offense and/or confinement in the Ocean County Jail for a period of not more than ninety (90) days.

A R T I C L E I I

**P a r k i n g o n C e r t a i n P a r t s o f
R e s i d e n t i a l P r o p e r t y P r o h i b i t e d
[Adopted 3-17-97 as Ord. No. 1997-5]**

§ 71A-7. Prohibition.

No person shall park or leave standing any motor vehicle upon any residential lawn area. Lawn area is defined as the property from the front of a residential house, condominium, or cooperative to the street line other than a driveway, walkway, concrete or blacktopped surface parking space.

§ 71A-8. Penalties and fines.

Any person violating the provisions of this section shall be subject to a fine not to exceed one hundred dollars (8100.). If

the violation is of a continuing nature, each and every day during which it continues will constitute a separate and distinct offense.

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[Los Angeles](#)

TRUCKS ON RESIDENTIAL STREETS

Trucks are permitted to travel on all city streets unless otherwise prohibited.

Local or residential street prohibitions

If you believe that there is a safety or traffic congestion issue caused by trucks using local streets in your neighborhood to bypass arterial streets, you can request an investigation through our [district offices](#).

If warranted, LADOT will post signs prohibiting trucks weighing three or more tons. Even if signs are posted, certain oversized vehicles will be exempt:

- Emergency vehicles
- Transit or shuttle buses
- Trucks involved in construction on the street
- Trucks making deliveries on the street
- Vehicles needing to enter and exit nearby businesses

Oversized vehicle parking prohibitions

Vehicles exceeding 22 feet in length are not allowed to park in residential areas. They are also prohibited from parking for more than three hours in all other areas of the city. Exceptions to these two regulations apply for trucks when they are performing a service at the location or are actively loading or unloading.

Please contact the [Los Angeles Police Department](#) for enforcement of posted truck restrictions.

Please contact our [parking enforcement office](#) if trucks are violating state or municipal parking laws on your residential street.

Enforcing Vehicle and Parking Restrictions – The “Devil is in the Details”

By [Lisa Magill](#) on March 29th, 2010 Posted in [Arbitration & Court Rulings](#), [Covenant Enforcement/Violations](#), [Operations](#)

Appellate Court sides with Homeowner in Parking Enforcement Litigation. Owner Permitted to Park Large Pick-Up Truck in Driveway. [Eagles Master Association, Inc. v. Vizzi – link to Summary Judgment Ruling](#). Interpreting governing documents of condos & HOA is tricky sometimes. While there is an emphasis on the ‘plain meaning’ of the words – sometimes the exact meaning of the words doesn’t make sense in the context or is otherwise unreasonable for one reason or another. The Second District Court of Appeal found that the plain meaning of one of the sentences of the Eagles Master Association’s Declaration didn’t make sense on its own. After considering several factors, it found that the Association’s interpretation of the Declaration was simply unreasonable, inconsistent with other provisions and therefore incorrect. The result? [Victory for the homeowner after reportedly spending two hundred thousand \(\\$200,000\) dollars in legal fees – some or all of which to be reimbursed by the Association](#). Like any case, this case involved several legal issues. The homeowner challenged the legitimacy of the Master Association’s board. There was the issue of whether the Master Association declaration of covenants had priority over the Sub-Association documents in the event of a conflict. There were amendments to analyze as well. The Master Declaration said (in part) the following: Vehicles and Parking. No vehicles shall be regularly parked in The Eagles except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business may be parked in The Eagles unless inside a garage and concealed from public view. Pick-up trucks, boats, trailers, campers, vans, motorcycles and other recreational vehicles ... shall not be permitted in The Eagles except while loading or unloading the contents thereof or while parked inside a garage and concealed from public view. The Sub-Association Declaration said (in part): Vehicles. No motor vehicles shall be parked on the Properties except on paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, trailers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view. Seem pretty similar, right? The Master Association took the position that its declaration required all pick-up trucks, vans, etc. to park in an enclosed garage (concealed from view), except for short periods of loading and unloading. This truck was too large to fit inside the garage. The Court disagreed. It said:

1. Interpreting the declaration was a matter of law;
2. If at all possible, any inconsistent provisions should be reconciled;
3. All of the terms & provisions should be read together with the goal of making each term meaningful; and
4. Any doubts must be resolved in favor of the free use of the property (against the party seeking to enforce the restriction).

In the end, the Court found that the better interpretation of both documents lead to the conclusion that while commercial trucks and commercial vans were banned from parking on the

driveways unless garaged or there for business purposes, other trucks (including pick-up trucks and SUV's registered as trucks) used for personal transportation were allowed. Community leaders should analyze the current documents and consult with counsel to ensure that the restrictions and covenants are written in a way that supports the common interpretation. Remember, any ambiguity is resolved against the person/entity trying to enforce the document. Thus, review your existing practices and consider amending the documents to create enforceable rules and regulations that fit your community's goals and residents' needs.

FAIRFAX VA

Buses/Commercial Vehicles

Parking Issue	Related Information	Responsible Agency	Applicable Ordinances	Contact Information
Commercial Vehicles in residential areas	<p>It is illegal to park any commercial vehicle, trailer, or semi-trailer on or adjacent to roads in residentially zoned areas, except one taxicab or limousine per dwelling unit if registered and licensed in the Commonwealth. Does not apply to temporary business activity. Description of commercial vehicles described in County Code 82-5-7.</p> <p>Where roads zoned residential on one side about non-residential areas, the Board may prohibit commercial parking on the non-residential side of the road. Restrictions are subject to approval by the Board of Supervisors at a public hearing.</p> <p>Only one commercial vehicle (limited in size) is permitted on private property in residentially zoned areas.</p>	<p>Fairfax County PD/FCDOT</p> <p>FCDOT</p> <p>Fairfax County DCC</p>	<p>Fairfax County 82-5-7</p> <p>Fairfax County 82-5-37</p> <p>Fairfax County 10-102</p>	<p>Fairfax County Police Non-emergency 703-691-2131*</p> <p>FCDOT Parking Manager 703-877-5600*</p> <p>Fairfax County Code Compliance 703-324-1300*</p>
Garbage/Trash trucks parked on highways	It is illegal to park a commercial vehicle used to haul solid waste on any highway in Fairfax County.	Fairfax County PD	Fairfax County 82-5-7.1 109-5-1 (c)	Fairfax County Police Non-emergency 703-691-2131*
Vehicles being stored on residential public roads for purposes of sale or repair	It is illegal to operate a car sale or repair business from a residential home. Also see expired/no safety decal and expired/no license plate tag.	Fairfax County DCC	Fairfax County 10-300	Fairfax County Code Compliance 703-324-1300*
Buses other than school buses parked in residential areas	It is illegal to park any motor vehicle including licensed common carriers , trailer, or semi-trailer on or adjacent to roads in residentially zoned areas except one taxicab or limousine per residence if registered or licensed and licensed in the Commonwealth. Does not	Fairfax County PD	Fairfax County 82-5-7	Fairfax County Police Non-emergency 703-691-2131*

	apply to temporary business activity. Description of commercial vehicles described in County Code 82-5-7.			
County school buses parked in residential areas	It is permissible to park public school buses in residential areas. If citizens complain, the school may direct the driver not to park overnight in residential areas, however, buses will be allowed to park in residential areas during the day.	Fairfax County PD	Fairfax County 82-5-7	Fairfax County Police Non-emergency 703-691-2131*

***TTY Numbers**

- Fairfax County Police (FC PD) Non Emergency 703-691-2131
- Fairfax County Department of Transportation (FCDOT) 711
- Fairfax County Department of Health (DOH) 703-591-6435
- Fairfax County Department of Code Compliance (DCC) 711 (VA Relay)
- Fairfax County Fire and Rescue (FRD) 703-385-4419
- Fairfax County Building Plan Review 711 (VA Relay)
- Fairfax County Consumer Protection 711 (VA Relay)
- Fairfax County County Schools 703-352-9058
- WMATA 202-638-3780
- VDOT 711 (VA Relay)

