



**TOWN OF ABINGDON, VIRGINIA
REGULAR COUNCIL MEETING
MONDAY, OCTOBER 3, 2016 7:30PM
COUNCIL CHAMBERS AT THE TOWN MUNICIPAL BUILDING**

Welcome to the Town of Abingdon, Virginia Regular Council Meeting. We appreciate your interest and we encourage public participation in our meeting. Your comments are important to our decision making process. Please note that there will be two (2) opportunities during the meeting for you to address the Council members. The first opportunity to address the council will come near the beginning of the Agenda when the Mayor will inquire if anyone wishes to speak to Council members. The second opportunity will come when the Mayor declares a public hearing open for comment. We do request that anyone addressing the Council, approach the podium, identify your first and last name, give your complete mailing address and limit your comments to 3 minutes.

A. WELCOME – Mayor Lowe

B. ROLL CALL – Tonya Triplett, Deputy Clerk

C. PLEDGE OF ALLEGIANCE – Tony Sullivan, Police Chief

D. APPROVAL OF MINUTES

1. September 6, 2016 Work Session & Regular Meeting minutes
2. Request for correction to October 7, 2015 Regular Meeting minutes

E. PUBLIC COMMENTS – Please limit comments to 3 minutes

F. PETITIONS, PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

1. PUBLIC HEARING – Washington County Historical Society Lease – *Deb Icenhour, Town Attorney*

G. SECOND READINGS OF ORDINANCES - None

H. CONSIDERATION OF ANY BIDS – None

I. RESOLUTIONS- None

J. REPORTS FROM THE TOWN MANAGER AND ASSISTANT TOWN MANAGER

1. Consideration of proposed final plat subdivision at 1103 Empire Dr.- ***Matthew Johnson, Director of Planning***
2. Request for Final Plat: Marathon Realty Crop., PO BOX 1158, Abingdon, VA 24212; Stephen Spangler, representative, PO BOX 1158, Abingdon, VA 24212. Proposed 10 lot subdivision, near 440 Green Spring Rd, zoned B-2 (General Business), including portions of Tax Map Nos. 021-1-5B, 021-1-5, 105-A-39 – ***Matthew Johnson, Director of Planning***

K. OLD BUSINESS - None

L. MATTERS NOT ADDRESSED AT WORK SESSION MEETING

M. APPOINTMENTS TO BOARDS AND COMMITTEES

- Reappointment of Al Bradley to the Sinking Spring Cemetery Committee, who is eligible and willing to serve another term.

N. COUNCIL MEMBER REPORTS

O. ANNOUNCEMENTS

- October 5 - Soft Skills Training - Noon Knowledge series. VHSBI
- October 6 – first Thursday
- October 6 - Coin Ceremony to recognize local law enforcement members
 7:00pm VHCC, Nurses Education Bldg, Room 120. Hosted by VFW Post 1994
 To recognize heroic actions of 3 local law enforcement members on the night of September 9th, 2016 who were instrumental in the rescue of four people and four dogs from their burning home.
- October 7- First Friday Fish Fry at Heartwood.5-9pm
- October 8 – Words of Excitement, Storytelling program. Abingdon High School Auditorium 10:30am-12:30pm
- October 8-11- VML Annual Conference
- October 10 – Columbus Day, Town Offices Closed
- October 12 - Converting Your Business to the Cloud - Noon Knowledge series. VHSBI
- October 18 – United Way of SWVA Leadership Summit, SWHEC 8:30am-4pm
- October 19 - How to lead a Happy Team - Noon Knowledge series, VHSBI
- October 22 – Trolls- Trunks, Treats and Dance-A-Thon at the Coomes Recreation Center 1-3pm
- October 22- American Chestnut Celebration
- October 22 - Drug Take Back 10am-2pm, Michael’s Pharmacy
- October 22 – The Rough & Tumble at Wolf Hills Brewing Co. 6pm
- October 23 – Local Stream Cleanup, meet at the end of French Moore Blvd. 2-4pm.
- October 26 - Creating a PR Strategy - Noon Knowledge series. VHSBI
- October 29 – Haunted Hill at William King Museum 5-8pm. Hay ride, costume contest, pumpkin carving and painting, pumpkin roll, sweets & treats, ghost stories, and more.
- November 4-5 - Mistletoe Market, SWHEC 9am-6pm.

- November 6 - Mistletoe Market, SWHEC 11am-5pm.

P. ADJOURNMENT

October 5 Soft Skills Training

October 12 Converting Your Business
to the Cloud

October 19 How to lead a Happy
Team

October 26 Creating a PR Strategy

**TOWN OF ABINGDON
REGULAR COUNCIL MEETING
TUESDAY, SEPTEMBER 6, 2016 – 7:30 PM
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

A Regular Council meeting of the Abingdon Town Council was held on Tuesday, September 6, 2016 at 7:30 p.m. in the Council Chambers of the Municipal Building.

A. Welcome by Mayor Lowe

B. ROLL CALL

Members of Council Present:

Mrs. Cathy C. Lowe
Mr. Richard E. Humphreys
Mr. Robert M. Howard
Mrs. M. Cindy Patterson
Mr. J. Wayne Craig

Administrative/Town Staff:

Gregory W. Kelly, Town Manager
Cecile Rosenbaum, Assistant Town
Manager/Town Clerk
Tonya Triplett, Deputy Clerk
Deb Icenhour, Town Attorney
Matthew Johnson, Director of Planning
John Dew, Dir. Of Construction/Public Services
Kevin Costello, Director of Tourism & Economic
Development
CJ McGlothlin, IT Department
Chuck Banner, Director of Finance

Visitors:

Rich Macbeth, Ed Icenhour, Nelson Wampler, Glenn
Triplett, Jimmy Stewart, Stephen Jett, Joe and
Donna Levine, Barry Proctor, Al & Leslie Bradley,
Stephen Spangler, Nan Harmon, Edison Jennings,
Jim Moore, and others

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chris Jennings, Abingdon Police Officer.

At this time, Mayor Lowe commented that she wished to address an email issue that had arisen over the weekend questioning certain sections of the August 1st Town Council minutes. Ms. Lowe reported that Cecile Rosenbaum, Assistant Town Manager/Clerk, had received an email from resident Joe Levine who had requested that she make changes to his comments noted in the minutes regarding the Marathon Development. Mayor Lowe then commented on the pending lawsuit and the request from the attorney representing the town advising that Council not discuss matters directly related to this matter. Mayor Lowe invited the public to

attend the hearing regarding the lawsuit on October 5th at the Washington County Circuit Court. Mayor Lowe noted that any changes to the proposed minutes should be discussed among the Council members during the regular meeting and any amendments should be made in motion form and passed by Council. In addition, Mayor Lowe then noted that emails had been received by Council members from some town residents requesting the Council consider placing the Meadows home on the National Historic Register.

Mayor Lowe requested that Town Attorney Deb Icenhour read an excerpt from Roberts Rules of Order which states that minutes are a summary of discussions and actions of council.

Mayor Lowe commented further on the roles of Council appointees and staff and pointed out that Council members are not to act individually but as a collective public body.

Mayor Lowe noted that Council would not hear any further public comment about any matters that are contained in the lawsuit document.

Mr. Craig apologized and stated he had received the email from Mr. Levine and suggested he forward it on to Cecile Rosenbaum, Assistant Town Manager/ Town Clerk.

Mrs. Patterson stated with all due respect she would like to address the public not as you people, but as citizens of Abingdon.

Mayor Lowe stated that we are assembled to hear and conduct town business in a respectful manner. She asked attendees to refrain from clapping and yelling so that everyone could hear and participate in the public meeting.

D. APPROVAL OF MINUTES

- August 1, 2016 Work Session Meeting
- August 1, 2016 Regular Meeting
- August 17, 2016 Mid-month Work Session

On motion by Mr. Humphreys, seconded by Mrs. Patterson, the Council approved the August 1, 2016 work session minutes with the addition that (Mrs. Patterson stated she feels the most fitting place for the Historical Society is on The Meadows property), the August 1, 2016 Regular meeting with a correction on page 14 of the packet (Mr. Kelly stated that Food City, the owner of the study, has now turned over the complete study that was conducted by S&ME to DEQ and the Corp of Civil Engineers and now that it is a matter of public record it can be released to the Council with any necessary redactions) and the August 17, 2016 mid-month work session meeting minutes as presented.

The roll call vote was as follows:

Mr. Craig	Nay
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye

Mayor Lowe Aye

E. SPECIAL COMMUNITY RECOGNITION

Greg Kelly, Town Manager read the resolution recognizing Jeb Stewart for his continued dedication and service to the young athletes of our town and region and congratulating Mr. Stewart of being chosen as one of only sixteen individuals worldwide to umpire the 2016 Little League International World Series. Mr. Kelly also presented Mr. Stewart with a signed football and baseball. (See the resolution below).

On motion by Mr. Howard, seconded by Mrs. Patterson, the Council approved the Resolution by the Council for the Town of Abingdon, Virginia to Recognize One of Its Own Johnny “Jeb” Stewart for His Continued Dedication and Service to the Young Athletes of Our Town and Region and to Join With The Little League Association in Congratulating Jeb for Being Chosen As One of Only Sixteen Individuals Worldwide to Umpire the 2016 Little League International World Series In Williamsport Pennsylvania, August 18-28, 2016 as presented.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye



**A RESOLUTION BY THE COUNCIL FOR THE TOWN OF ABINGDON, VIRGINIA
TO RECOGNIZE ONE OF ITS OWN
JOHNNY "JEB" STEWART
FOR HIS CONTINUED DEDICATION AND SERVICE TO THE YOUNG ATHLETES
OF OUR TOWN AND REGION
AND TO JOIN WITH THE LITTLE LEAGUE ASSOCIATION IN
CONGRATULATING JEB FOR BEING CHOSEN AS ONE OF ONLY SIXTEEN
INDIVIDUALS WORLDWIDE TO UMPIRE THE 2016 LITTLE LEAGUE
INTERNATIONAL WORLD SERIES IN WILLIAMSPORT, PENNSYLVANIA
AUGUST 18 - 28, 2016**

WHEREAS, Johnny "Jeb" Stewart, (hereinafter, "Jeb"), a native of the Town of Abingdon and County of Washington, Virginia, became interested and involved in local Little League athletics very early in life; and

WHEREAS, upon his completion of his Washington County public school education in the year of 1971 at Abingdon High School, Jeb began his 43-yr. involvement with coaching the youth of this area on our local fields and facilities in a variety of different sports activities; and

WHEREAS, during said 43-yr. coaching stint, Jeb found himself coaching and/or officiating games in which members of the local athletic and coaching talent pool, including but not limited to, such notables as Barney Rubble, Fred Flintstone, Greg Kelly, Blake McKinney, Hugh Ferguson, Sam McKinney, Jeff Johnson, Whitey Johnson, Joey Johnson, Glenn Triplett, Mitch Halsey, Les Sutherland, Shane Poland, Mark Copley, Beau Blevins, Todd Yates, Doug Gardner, Roger Glover, Carson Smith, Mike Brisco, Allen Hardwick, Tim Brisco, Jimmy (Scabbo) Anderson, John Brisco, Tim Grubb, Allen Kilgore, Greg Widener, Jeff McCray, Bo Coleman, John Copley, Jerry Castle, Sterling Ellison, David Copley, Jonathan Jonas, Nick Belcher, Ryan Jordan, Johnny Reichler, Justin Triplett, etc; and

WHEREAS, Jeb has accompanied more than a dozen of his own teams to advance to the Virginia State Championship games; and

WHEREAS, during said extended coaching and officiating career, Jeb has coached and officiated for decades for the benefit of hundreds of area youth athletes and their respective teams in a variety of sports, with baseball remaining his love; and

WHEREAS, Jeb has officiated high school level baseball, softball and football pursuant to Virginia High School League for the past several years, and continues to be involved in same at the current time; and

WHEREAS, in order to qualify to officiate at State and Regional levels, Jeb realized that he must begin to amass his qualifications by working hard and accruing quality experience, thereby distinguishing himself to officiate at higher levels; and

WHEREAS, Jeb umpired the Virginia State Major League Baseball Tournament for 19 years, 1994 - 2016; and

WHEREAS, Jeb umpired the Southern Regional Major League Baseball Tournament in St. Petersburg Florida in 1998; and

WHEREAS, Jeb umpired the Southeast Regional Major League Baseball Tournament in Warner Robins, Georgia in 2013; and

WHEREAS, Jeb umpired the 9 & 10 year-old Tournament of State Champions in Ceredo-Kenova, West Virginia and Greenville, North Carolina every year from 2005 - 2016; and

WHEREAS, Jeb umpired the 10 & 11 year-old Tournament of State Champions in Greenville, North Carolina in 2014 - 2015; and

WHEREAS, one of the most important aspects to the success of the Little League International Tournament is the volunteer umpires calling the games. Umpires are selected for a World Series after going through a lengthy, stringent selection process. Appointment as a member of the umpiring crew for a World Series is the highest honor Little League can bestow on an umpire, and selection means that these umpires are considered among the best in the world; and

WHEREAS, Jeb was contacted earlier this year with regard to being selected as one of the 16 official umpires for the 2016 Little League International Tournament in Williamsport, Pennsylvania chosen from a world-wide pool; and

WHEREAS, the Council for the Town of Abingdon, Virginia wish to recognize and congratulate Jeb for the honor his standard of excellence, endurance and tenacity has brought not only to himself but also to the Town of Abingdon, Virginia and our entire region; and

WHEREAS, throughout the duration of his 40+ years of distinguished youth sports involvement, Jeb has managed to run his own roofing company and for the past 8 years has held down another part-time position with a local company; and

NOW, THEREFORE, it shall be resolved that the Council for the Town of Abingdon, Virginia recognizes one of its own, Johnny "Jeb" Stewart, for his continued dedication and service to the young athletes of our Town and region and joins with the Little League (tm) Association International in congratulating Johnny "Jeb" Stewart for having been chosen as one

of only 16 individuals worldwide, and the first person from our area ever, to umpire the 2016 Little League International World Series in Williamsport, Pennsylvania on August 18 - 28, 2016.

TOWN OF ABINGDON, VIRGINIA

By: 
Mayor

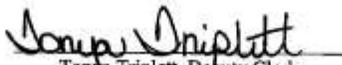
By: 
Town Manager

The undersigned clerk of the Town of Abingdon, Virginia (the "Town"), hereby certifies that the foregoing constitutes a true and correct copy of an ordinance duly adopted at a meeting of the Council held on September 6, 2016. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing ordinance, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing ordinance was as follows:

MEMBERS	ATTENDANCE	VOTE
Cathy C. Lowe, Mayor	Present	Aye
Richard E. Humphreys, Vice Mayor	Present	Aye
Robert M. Howard	Present	Aye
M. Cindy Patterson	Present	Aye
J. Wayne Craig	Present	Aye

WITNESS MY HAND and the seal of the Town of Abingdon as of September 6, 2016

(SEAL)


Tonya Triplett, Deputy Clerk
Town of Abingdon, Virginia

F. PETITIONS, PUBLIC HEARINGS AND FIRST READING OF ORDINANCES – None.

G. SECOND READINGS OF ORDINANCES – None.

H. CONSIDERATION OF ANY BIDS

1. Consideration of bids for the Tennis Court Resurfacing project.

Kevin Worley, Director of Parks & Recreation reported he advertised a request for proposal for tennis court resurfacing at the Harry L. Coomes Recreation Center and received two bids. PPMarkings– Dave Harless for a bid of \$38,400, which would require outsourcing some of the work. Court Works for a bid of \$22,000, who has the ability and resources to do all the required work in house. Mr. Worley recommended awarding the bid to the low bidder, Court Works at \$22,000.

Mayor Lowe inquired is the low bid the best bid. Mr. Worley stated that Court Work has done quality work for the town before and he feels that in this case the low bid is the best bid.

Mrs. Patterson inquired about the type of paint and the warranty. Mr. Worley stated plexi paint would be used and that Court Works had fulfilled the RFP requirements for the warranty.

On motion by Mr. Craig, seconded by Mrs. Patterson, the Council accepted the bid to resurface the tennis courts at the Harry L. Coomes Recreation Center from Court Works for \$22,000 and authorized Greg Kelly, Town Manager to sign and execute the necessary documents.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

I. REPORTS FROM THE TOWN MANAGER

- 1. Request for approval Comprehensive Signage Plan (CSP): Marathon Realty Corp., owners, P.O. Box 518, Abingdon, VA 24212; Stephen Spangler, representative, P.O. Box 518, Abingdon, VA 24212. Proposed comprehensive signage plan to govern property within the 10 lot subdivision, property located near 440 Green Spring Road, commonly known as the "Meadows" development project, zoned B-2 (General Business). Including all or portions of Tax Map Numbers 105-A-39, 021-1-5B, & 021-1-5.**

Matthew Johnson, Director of Planning stated the town requires a comprehensive signage place from the development commonly known as The Meadows. The intent of the comprehensive signage plan is to allow flexibility from the code with respect to signage. Mr. Johnson stated this is typically approved at the Planning Commission level. However, because the decision making body that is considering the architectural review, for example the COA is the Town Council the comprehensive signage plan should also be considered by the same body. The plan was presented to the Planning Commission on August 22, 2016 and was approved unanimously, noting that Mr. Shuman, was absent.

Stephen Spangler, Marathon Realty reviewed the comprehensive signage plan that was included in the council packet.

Mrs. Patterson stated the Historic Preservation Review Board has not had the opportunity to review the archeology study and a decision seems premature due to new developments.

Mayor Lowe stated that a judge will give us direction on October 5.

Mrs. Patterson questioned how can vote on this issue and asked what is the rush.

Mayor Lowe stated we are moving forward, until the judge tells us otherwise.

Mrs. Patterson stated voting on this tonight would be arbitrary and capricious because the citizens and the HPRB have not had time to review the study.

On motion by Mr. Humphreys, seconded by Mr. Howard, the Council at the recommendation of the Planning Commission approved the Comprehensive Signage Plan (CSP): Marathon Realty Corp., owners, P.O. Box 518, Abingdon, VA

24212; Stephen Spangler, representative, P.O. Box 518, Abingdon, VA 24212. Proposed comprehensive signage plan to govern property within the 10 lot subdivision, property located near 440 Green Spring Road, commonly known as the "Meadows" development project, zoned B-2 (General Business). Including all or portions of Tax Map Numbers 105-A-39, 021-1-5B, & 021-1-5.

The roll call vote was as follows:

Mr. Craig	Nay
Mrs. Patterson	Nay
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

2. **Consideration for authorization for Town Manager to draw down funds for procuring final conceptual designs and complete design services for the proposed sports complex property.**

Greg Kelly, Town Manager reported the need to secure engineering services that would determine if the sports complex can be put on this particular site. First, RFPs would be sent to various engineering firms. Once proposals are received a vetting committee would be formed to review the RFPs, negotiate the firm and bring a recommendation to Council. Mr. Kelly requested authorization to drawdown necessary funding at the appropriate time to procure the engineering services for the sports complex. There is still a hurdle with the Corp of Civil Engineers that has to be overcome before this process can begin.

Mrs. Patterson stated we are putting the cart before the horse, approx. \$80,000 has already been spent on the charrettes, a DEQ and other permits may be required and that this is premature.

Mr. Humphreys asked for clarification that this is only to determine if the complex could work on the property and is not considering the 106 survey that has to be done by the Corp of Army Engineers and also the Department of Historic Resources (DHR) in the state of Virginia may need to come down and look at any artifacts mitigation.

Mr. Kelly stated that would be done if it is required by the Corp of Civil Engineers.

On motion by Mr. Howard, seconded by Mr. Humphreys, the Council authorized Greg Kelly, Town Manger to draw down funds for procuring final conceptual designs and complete design services for the proposed sports complex property and to execute the necessary documents.

Mr. Craig, Council Member stated he would like to make a substitute motion.

On motion by Mr. Craig, seconded by Mrs. Patterson, the Council moved to delay authorization for Town Manager to draw down funds for procuring final conceptual designs and complete design services for the proposed sports complex property until the October Council meeting.

Mr. Craig has concerns about the curve and increased traffic on Green Springs Road and has been working on an alternate site for the sports complex. Mr. Craig has

developed a grading plan for the site and met with an engineer that thought Mr. Craig’s plan would work. Mr. Craig has employed the engineer to determine an estimate of the earth work that needs to be done. The site that Mr. Craig stated the site he is working on does not have the traffic issues, require a 404 permit and he doesn’t think it has the historical concerns that exist on The Meadows site. Mr. Craig suggested meeting with VDOT to see if there are alternatives to the S curve, delaying the vote until October and himself or the engineer presenting information on the alternate site.

Mayor Lowe stated a substitute motion should be voted on first and asked for a roll call vote and asked Mrs. Triplett to read the motion.

On motion by Mr. Craig, seconded by Mrs. Patterson, the Council moved to delay authorization for Town Manager to draw down funds for procuring final conceptual designs and complete design services for the proposed sports complex property until the October Council meeting.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Nay
Mr. Humphreys	Nay
Mayor Lowe	Nay

Mayor Lowe asked Mrs. Triplett to read the original motion:

On motion by Mr. Howard, seconded by Mr. Humphreys, the Council authorized Greg Kelly, Town Manger to draw down funds for procuring final conceptual designs and complete design services for the proposed sports complex property and to execute the necessary documents.

The roll call vote was as follows:

Mr. Craig	Nay
Mrs. Patterson	Nay
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

- 3. **Consideration of sponsorship for American Energy Society Local Energy – America’s Power Summit planned for December 5-6, 2016 at Emory & Henry College.**

Mayor Lowe stated that during discussion in the work session meeting, Council did not have enough information and this item will be placed on the October agenda.

- 4. **Consideration of declaring two vehicles as surplus. Two town trolleys 702 - 81 model Chevy bus, 1GBC621F4BV134093 and 703 -- 81 model Chevy bus, 1GBC621F2BV134092, as well as Drafting Table, File cabinets – Various, Hanging Plans Rack, Pictures and Frames – Various-**

John Dew, Director of Public Services and Construction asked Council to declare two town trolleys 702 - 81 model Chevy bus, 1GBC621F4BV134093 and 703 -- 81 model Chevy bus, 1GBC621F2BV134092, as well as Drafting Table, File cabinets – Various, Hanging Plans Rack, Pictures and Frames – Various- as surplus and allow them to be auctioned online.

On motion by Mr. Humphreys, seconded by Mr. Craig, the Council declared two town trolleys 702 - 81 model Chevy bus, 1GBC621F4BV134093 and 703 -- 81 model Chevy bus, 1GBC621F2BV134092, as well as Drafting Table, File cabinets – Various, Hanging Plans Rack, Pictures and Frames – Various- as surplus property, authorized Greg Kelly, Town Manager to execute all necessary documents and to allow Mr. Dew to put them on the online auction.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

5. The public unveiling of VA Open Government, Financial Transparency software system.

Chuck Banner, Director of Finance stated there will be a demonstration on the software and that the Town of Abingdon is the first in Southwest Virginia to acquire the software. Santana Shorty with OpenGov software gave an overview, a short demonstration on how the software works and how the public can get to the information on the town website.

Cecile Rosenbaum, Assistant Town Manager reported the committee working on the roll out of the software had discusses hosting workshops in the computer lab at the Virginia Highlands Small Business Incubator. Mrs. Rosenbaum also stated that there is a tutorial and a section of frequently asked questions, but if anyone has trouble navigating the site, to please contact her or Mr. Banner.

Mr. Humphreys suggested that might be a good mid-month work session meeting.

Mayor Lowe explained the revenue streams (real and personal property, Business Licenses, meals & lodging etc...) and when they are collected for the town. Mayor Lowe also reported the town's real-estate tax is .28 on every \$100. The town is not in business of government to make money, but are in business to pay for our services.

Mrs. Patterson inquired about the cost.

Mr. Banner stated an initial set up cost of \$7,400 and is approximately \$3,800 a year.

Mr. Banner he is attending local government classes and learned about the software in class. Mr. Banner reported the auditors were impressed with the software and explained that we have three layers of auditing now.

Mayor Lowe thanks town staff for their willingness to a continuing education classes.

Mr. Kelly stated the Masters level program that staff is involved in was created by Virginia Local Government Managers Association (VLGMA) and is an affiliate program with Virginia Tech. The town is a member of VLGMA, therefore, our employees are eligible for scholarships and a large portion of their tuition is paid for by VLGMA.

6. SAGE SWVA

Bob Trevorrow and Craig Wiley reported that SAGE provides support enabling people to age in place and the ability to stay in their homes. SAGE is a non-profit 501 (c) (3), a seven (7) member Board of Directors and meet monthly. The goals are to provide education and information that enable older adults to age in place, develop programs that assist and encourage neighbor-to-neighbor networks that provide assistance to each other, research the needs of existing resources or needs not currently being met and to develop plans to address unmet needs.

Mr. Humphreys suggested the Abingdon Housing Authority and People Inc. may have some programs that would be of interest to SAGE.

J. OLD BUSINESS - None.

K. MATTERS NOT ON THE AGENDA

- Jim Moore, 113 College Street stated Abingdon is a Certified Local Government under the Virginia Department of Historic Resources Designation, which qualifies the town for a list of benefits. Mr. Moore asked Council to preserve history and not destroy it. Mayor Lowe asked if Mr. Moore would give copies of the literature to Mrs. Triplett for distribution to Council.
- Stephen Jett, 333 Court Street inquired about the lawsuit only concerns the Marathon Property. Mr. Jett suggested that Council take no action that my presuppose the outcome of the litigation. Mayor Lowe stated that is talks about the Meadows property, the house, the ballfields, the traffic, ponds, storm water runoff, comprehensive plan, zoning, preservation, topographic features and the farm house parcel. Mayor Lowe stated that once the lawsuit and the request for injunction was filed, the attorney, that the town's insurance company hired, has asked the Council to refrain from talking about the issue. Mr. Jett suggested that Council take no action that may presuppose the outcome of the litigation.

L. APPOINTMENTS TO BOARDS AND COMMITTEES

On motion of Mr. Howard, seconded by Mr. Humphreys, the Council reappointed Scott Wilson, Jennifer Ramseyer and Aaron Hicks to serve on the Recreation Advisory Committee.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

On motion of Mrs. Patterson, seconded by Mr. Humphreys, the Council reappointed Nicholaas Leidig to serve on the Tree Commission.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

Mayor Lowe reviewed the announcements and declared a 5-minute recess.

On motion of Mr. Humphreys, seconded by Mr. Craig, the Council went into closed session pursuant to Section 2.2 -3711(A)(1) of the Code of Virginia, 1950, as amended, the Council will convene in a closed session for the purpose of discussion of appointments to boards and commissions.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

On motion of Mr. Humphreys, seconded by Mr. Craig, the Council reconvened in regular session.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

The Deputy Clerk, Tonya Triplett, read the following certification to be adopted by the Council members:

***WHEREAS**, the Council of the Town of Abingdon, Virginia has convened in a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions set forth in the Virginia Freedom of Information Act; and*

***WHEREAS**, Sec. 2.2-3712(D) of the Code of Virginia, 1950, as amended, requires a certification by the Town Council that such closed meeting was conducted in conformity with Virginia law; and*

***NOW THEREFORE**, be it resolved, that the Council of the Town of Abingdon, Virginia hereby certifies that to the best of each member's knowledge (i) only public business matters lawfully exempted from an open meeting requirement by Virginia law were discussed in closed meeting to which this certification resolution applies and (ii) only*

such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Town Council.

The certification was as follows:

Mr. Craig	I so certify
Mrs. Patterson	I so certify
Mr. Howard	I so certify
Mr. Humphreys	I so certify
Mayor Lowe	I so certify

On motion of Mr. Humphreys, seconded by Mr. Howard, the Council approved the revision of bylaws for the Sustain Abingdon Committee, changing the meeting date from the 2nd Thursday to the 2nd Wednesday.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

On motion of Mr. Humphreys, seconded by Mrs. Patterson, the Council appointed John Kelly to serve on the Board of Zoning Appeals.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

On motion of Mrs. Patterson, seconded by Mr. Humphreys, the Council appointed Tarn Rosenbaum and Shana Carrico to serve on the Economic Development Authority.

The roll call vote was as follows:

Mr. Craig	Aye
Mrs. Patterson	Aye
Mr. Howard	Aye
Mr. Humphreys	Aye
Mayor Lowe	Aye

On motion of Mr. Humphreys, seconded by Mr. Howard, the Council appointed Sigrid Phillips and Mike Farris to the Sinking Spring Cemetery Committee.

The roll call vote was as follows:

Mr. Craig **Aye**
Mrs. Patterson **Aye**
Mr. Howard **Aye**
Mr. Humphreys **Aye**
Mayor Lowe **Aye**

On motion of Mr. Humphreys, seconded by Mr. Craig, the Council appointed Bradley Conkle, Time Wade and Sherri Leab to serve on the Sustain Abingdon Committee.

The roll call vote was as follows:

Mr. Craig **Aye**
Mrs. Patterson **Aye**
Mr. Howard **Aye**
Mr. Humphreys **Aye**
Mayor Lowe **Aye**

M. COUNCIL MEMBER REPORTS

- Cindy Patterson stated the VML newly elected officials training that was held in Richmond was extremely helpful and very educational.
- Rick Humphreys reported an excessive amount of tractor trailers coming off Highway 19, to Russell Road and onto Main on order to get to I-81. He suggested no thru truck traffic signs be placed at the intersections. Mr. Humphreys also reported that the Call to Arms event, which includes reenactors and demonstrations, will be open and extra day and will be open to the public on September 24.
- Mayor Lowe read a letter from Senator Mark Warner congratulating the Town of Abingdon upon its recognition as a Tree City USA Community by the Arbor Day Foundation.

Mayor Lowe declared the meeting adjourned.

Cathy C. Lowe, Mayor

Tonya Triplett, Deputy Town Clerk



NOTICE OF PUBLIC HEARING

Pursuant to Section 15.2-1800 of the Code of Virginia, 1950, as amended, The Town of Abingdon will hold a public hearing before the members of the Town Council at 7:30 p.m. on Monday, October 3, 2016, in the Council Chambers of the Town Hall, 133 West Main Street, Abingdon, Virginia, to receive comments from the public regarding a lease renewal with the The Historical Society of Washington County, Virginia. A copy of the proposed lease is available for inspection in the Office of the Town Manager, Municipal Building, 133 West Main Street, Abingdon, Virginia.

Gregory W. Kelly, Town Manager
September 7, 2016

Please advertise in **Bristol Herald Courier** under the **Town of Abingdon Seal** on:

Monday, September 26, 2016

I,  Town Attorney for the Town of Abingdon, Virginia, do hereby acknowledge that this notice is true and correct in form and that it meets all of the procedural and substantive requirements set forth in the Town Code, this the 7th day of September, 2016.

Please send confirmation once advertisement has been completed, together with invoice, to:
Deborah C. Icenhour, Town Attorney, P. O. Box 789, Abingdon, Virginia 24212-0789

**LEASE AGREEMENT
BY AND BETWEEN
THE TOWN OF ABINGDON, VIRGINIA
AND**

THE HISTORICAL SOCIETY OF WASHINGTON COUNTY

THIS LEASE AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2016, between the **TOWN OF ABINGDON, VIRGINIA**, a municipality organized under the laws of the Commonwealth of Virginia (hereinafter referred to as “LESSOR”) and the **HISTORICAL SOCIETY OF WASHINGTON COUNTY, INCORPORATED**, a Virginia non-profit corporation (hereinafter referred to as “LESSEE”).

WITNESSETH:

For and in consideration of One Dollar (\$1.00) paid by LESSEE to LESSOR, and in further consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

1. **LEASE OF PREMISES.** LESSOR leases to LESSEE and LESSEE leases from LESSOR that certain building that was previously the railway station, located at 306 Depot Square, Abingdon, Virginia (hereinafter referred to as the “Premises”).
2. **TERM.** The term of this Agreement shall be for a period of no more than five (5) years commencing on the date of this Lease Agreement as set forth above. The end date of the lease term, if prior to the full five (5) year term, shall be agreed upon by the Parties.
3. **RENT.** LESSEE’S consideration and obligations set forth herein shall be deemed LESSEE’S rental for the Premises.

4. LESSEE'S USE OF PREMISES. Subject to the provisions set forth below in Paragraph 5, LESSEE shall occupy and use the Premises for general purposes as an office for LESSEE'S work as an historical society and for no other purposes without prior written consent of LESSOR. LESSEE'S use of the Premises shall not in any event violate any laws, statutes, ordinances, order, regulations or requirements of any federal, state or local government, public or quasi-public authorities, which may be applicable to or in any way affect the Premises.
5. LESSOR'S USE OF PREMISES. LESSOR reserves for the term of this Agreement, upon notice to LESSEE, the right of occupation and use, either by LESSOR OR LESSOR'S designee, of certain portions of the Premises as determined in LESSOR'S sole discretion as follows: (a) three hundred (300) square feet for use in ticket sales/railroad use should rail service for the area resume; and (b) such square footage as reasonably necessary for the "Winston Link Photograph" exhibit, if obtained by LESSOR or anyone acting on its behalf.
6. CONDITION OF PREMISES. LESSEE shall accept the Premises in its "as is" condition as of the time of the execution of this Agreement.
7. INSURANCE. Prior to its occupancy of the Premises, LESSEE shall at its own expense obtain and maintain in full force and effect during the term of this Agreement the following insurance: (i) such insurance as may be necessary to insure the value of LESSEE'S personal property and fixtures located on or about the Premises; and (ii) general liability insurance for the

personal injury and/or property damage with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. Such insurance shall be carried in favor of LESSEE and LESSOR as their respective interest may appear and LESSEE'S insurance company must be acceptable to LESSOR. LESSEE shall provide to LESSOR from time to time upon LESSOR'S request a certificate from LESSEE'S insurance company evidencing that such insurance is in effect.

8. INDEMNIFICATION. LESSEE covenants and agrees to indemnify, protect, defend and forever hold harmless LESSOR and its agents, and each of them, from and against any and all damages (including, not limited to consequential damages), losses, injuries, liabilities, costs, expenses (including but not limited to, reasonable attorney's fees), claims, actions and liabilities whatsoever, arising from or growing out of, in whole or in part, directly, indirectly or otherwise, this Agreement, and/or any and all exercise(s) of the rights assumed in connection herewith. The foregoing indemnity obligations are in addition to, and not in lieu of, LESSEE'S other agreements, covenants and obligations hereunder and shall survive cancellation, termination or expiration of this Agreement.
9. DAMAGE BY CASUALTY. If during the term of this Agreement, the Premises are damaged by fire, water, explosion, the elements, or other casualty, so that the same is thereby wholly or partially destroyed, so as to be rendered unfit for use and occupancy by LESSEE, and it appears the same cannot with reasonable diligence be repaired and made fit for such use and

occupancy within ninety (90) days from the happening of any such event, then this Agreement may be terminated by either LESSOR or LESSEE, provided notice of such termination be given by the one so terminating this Agreement to the other, as soon as it appears that the Premises cannot with reasonable diligence be repaired and made fit for such use and occupancy within said period of ninety (90) days.

10. UTILITIES. LESSEE shall promptly pay and be solely responsible for all electricity, telephone, water and all other utility bills and charges for all such services supplied to the Premises. LESSOR shall not be liable for any interruption or failure in the supply of any utility to the Premises.
11. MAINTENANCE AND REPAIRS. Unless specified otherwise in this Agreement, LESSEE shall maintain the Premises and keep the same in reasonably good condition and repair during the term of this Agreement, excepting only: (i) reasonable wear, tear and deterioration; and (ii) the cost of replacing the heating/cooling system for the Premises, if required, which cost shall be shared equally by LESSOR and LESSEE. However, LESSOR shall be responsible for the maintenance of all plantings, grounds, and landscaping surrounding the building that comprise the premises herein.
12. IMPROVEMENTS. During the term of this Agreement, LESSEE shall make no alterations, additions, modifications or improvements (hereinafter referred to as "improvements") to the Premises without prior written consent of LESSOR. To the extent made, LESSEE agrees that all such improvements shall be done in a prudent and workmanlike manner and that LESSEE shall be

responsible for all costs in connection therewith. LESSEE shall also keep the Premises free and clear of all liens arising from work performed and materials furnished for such improvements. Any such improvements which are temporary in nature, and which can be removed from the Premises without affecting the structural stability and/or causing defacement of the Premises, may be removed by LESSEE at its expense, within thirty (30) days, upon termination (at whatsoever time and for whatsoever reason) of this Agreement. And such improvements that cannot be removed shall become the property of LESSOR and shall remain in and upon the Premises at the termination of this Agreement without LESSOR in any way compensating LESSEE for the same. The provisions of this Paragraph 12 are, however, subject to the provisions set forth below in Paragraph 13 regarding LESSEE'S right to remove its trade fixtures.

13. REMOVAL OF TRADE FIXTURES. Any and all trade fixtures that LESSEE may have installed, added to or put in or on the Premises, subsequent to the execution of this Agreement, may be removed by LESSEE, at its expense, within thirty (30) days, upon termination (at whatever time and for whatever reason) of this Agreement, provided the same can be removed without injury to or defacement of the Premises, or provided LESSEE can and does at the time of such removal repair the premises to the same or as good condition as the same was prior to the installation or addition thereof, reasonable wear, tear and deterioration excepted.

14. SIGNS. LESSEE shall have the right to display any sign(s) on the Premises identifying LESSEE, subject to any and all laws and governmental regulations regarding such signage.
15. SURRENDER OF PREMISES. Subject to the other provisions of this Agreement, LESSEE shall peaceably and quietly surrender the Premises at the termination of this Agreement with all of LESSEE'S signs removed, and in as good condition as received at the inception of this Agreement, reasonable wear, tear, and deterioration excepted.
16. LESSOR'S RIGHT TO EXAMINE PREMISES. Subject to LESSOR'S right of use of the Premises as set forth above in Paragraph 5, LESSOR shall have, upon reasonable notice and at reasonable times during LESSEE'S normal business hours, free access to the Premises for the purpose of examining the same in connection with this Agreement.
17. DEFAULT. LESSEE shall be deemed to be in default hereunder should LESSEE fail to keep or perform any term, condition or covenant of this Agreement to be kept or performed by LESSEE, within thirty (30) days after written notice thereof from LESSOR. In the event LESSEE is in default, LESSEE'S right to possession shall thereupon cease and LESSOR shall be entitled to the possession of the Premises and to re-enter the same without demand for possession. LESSOR may proceed forthwith to recover possession of the Premises by process of law, any notice to quit or of intention to exercise such option or to re-enter said premises being hereby EXPRESSLY WAIVED BY LESSEE. LESSEE will be liable to LESSOR

for all court costs and reasonable attorney's fees in the event LESSEE shall become in default and LESSOR incurs court costs and attorney's fees in obtaining possession of the Premises or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise, and whether or not any such legal proceedings be prosecuted to a final judgment.

18. ASSIGNMENT/SUBLEASE OF PREMISES. LESSEE shall not assign this Agreement or sublease the Premises to any third party, in whole or in part, without LESSOR'S prior written consent. Should such written consent be given, no such assignment or sublease shall in any way release or relieve LESSEE from any of its obligations herein contained, and LESSEE shall in all cases remain liable under this Agreement during the term thereof.
19. CONDEMNATION. In the event the Premises shall be acquired or condemned by any public or quasi-public authority under the power of condemnation, eminent domain or appropriation, this Agreement shall terminate as of the date of possession shall be taken by such authority.
20. COMPLIANCE WITH N&S DEMANDS. LESSEE hereby acknowledges that a portion of the Premises is located on land owned or controlled by Norfolk & Southern Railway Company ("N&S") and that this Agreement is subject to any and all demands that N&S may make upon LESSOR with regard to that portion of the Premises. In the event of any such demand(s) that would cause LESSEE to vacate the Premises, or to lose the use of a portion of the Premises, or to suffer any other damages of any kind, LESSOR shall have

no liability to LESSEE by any reason of any such causes; and in the event LESSEE is thereby caused to vacate the Premises, this Agreement shall thereby be terminated.

21. NON-WAIVER. Failure, or delay, of either Party to exercise any of its rights, remedies or defenses upon and pertaining to the default, nonperformance, mal-performance and/or the otherwise defective performance of the other Party of any term, provision, condition, covenant, agreement and/or stipulation herein contained shall be construed as a waiver of either Party's rights, remedies, and/or defenses, in whole or in part. Nor shall the acceptance or waiver by either Party of the default, nonperformance, mal-performance and/or the otherwise defective performance (in whole or in part) of any herein contained term, provision, condition, covenant, agreement and/or stipulation upon the part of the other Party to be construed as a waiver of either Party's rights, remedies and/or defenses, in whole or in part, as to any subsequent hereunder occurring default, nonperformance, mal-performance and/or otherwise defective performance (in whole or in part) of any herein contained term, provision, condition, covenant, agreement and/or stipulation (whether or not similar) upon the part of the other Party.
22. CUMULATIVE REMEDIES. In addition to their rights, remedies and defenses herein provided, the Parties hereto, respectively, shall have the right to pursue and exert any and all rights, defenses and remedies it may have under the law of the Commonwealth of Virginia or otherwise concerning any violation and/or default by the other Party of any term, provision, condition,

covenant, agreement or stipulation hereof to the effect that all of LESSOR'S and LESSEE'S respective rights, defenses and remedies shall be cumulative and not exclusive.

23. MODIFICATION OF AGREEMENT. No modification, alteration, waiver, supplement or amendment to this Agreement, or any part hereof, shall be valid and binding upon the Parties unless it is in writing and fully executed by the Parties. No evidence of any such modification, alteration, waiver, supplement or amendment of this Agreement, or any part hereof, shall be received in any controversy arising out of or pursuant to same unless it is written and executed as aforesaid.
24. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the parties relative to the Premises, and there are no promises, oral or written, express or implied, between them other than herein set forth.
25. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.
26. PARAGRAPH HEADINGS. The titles of the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
27. DUPLICATE EXECUTION. This Agreement may be executed in duplicate, each of which shall be deemed to be an original, but both of which together shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, each Party to this Agreement has caused it to be executed on the date first above written.

LESSOR:
Town of Abingdon, Virginia, municipality

By: _____
GREGORY W. KELLY
TOWN MANAGER

LESSEE:
Historical Society of Washington County,
Incorporated, a Virginia non-profit Corporation

By: _____
MARTHA KEYS
PRESIDENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF WASHINGTON, to wit:

The foregoing was acknowledged before me this ____ day of _____, 2016, by Gregory W. Kelly, Town Manager for the Town of Abingdon, Virginia.

NOTARY PUBLIC

My Commission expires: _____
Registration No.: _____

COMMONWEALTH OF VIRGINIA:
COUNTY OF WASHINGTON, to wit:

The foregoing was acknowledged before me this ____ day of _____, 2016, by Martha Keys, President of the Historical Society of Washington County, Incorporated.

NOTARY PUBLIC

My Commission expires: _____
Registration No.: _____

TOWN OF ABINGDON



INTER-DEPARTMENT MEMO

DATE: JUNE 21, 2016
TO: MATTHEW JOHNSON, DIRECTOR OF PLANNING
CC: TYLER VENCILL, CIVIL ENGINEER
FROM: JOHN B. DEW; DIRECTOR OF PUBLIC SERVICES &
CONSTRUCTION
RE: EMPIRE DRIVE SUBDIVISION – PRELIMINARY PLAT

In accordance with Division 2, Section 4.2 of the Town Subdivision Ordinance, I offer the following for consideration by the Town Planning Department and Planning Commission.

Town staff has reviewed the preliminary subdivision plat for the Empire Drive Subdivision, done by Bundy Architecture and Engineering, and found it to be in compliance with the Town Subdivision Ordinance requirements. Since the Empire Drive right-of-way is outside of the Town corporate limits, and maintained by VDOT, my opinion is that the Town subdivision ordinance requirements for public improvements (curb, gutter, sidewalk, etc) do not apply.

Let me know if you have any questions or need additional information.

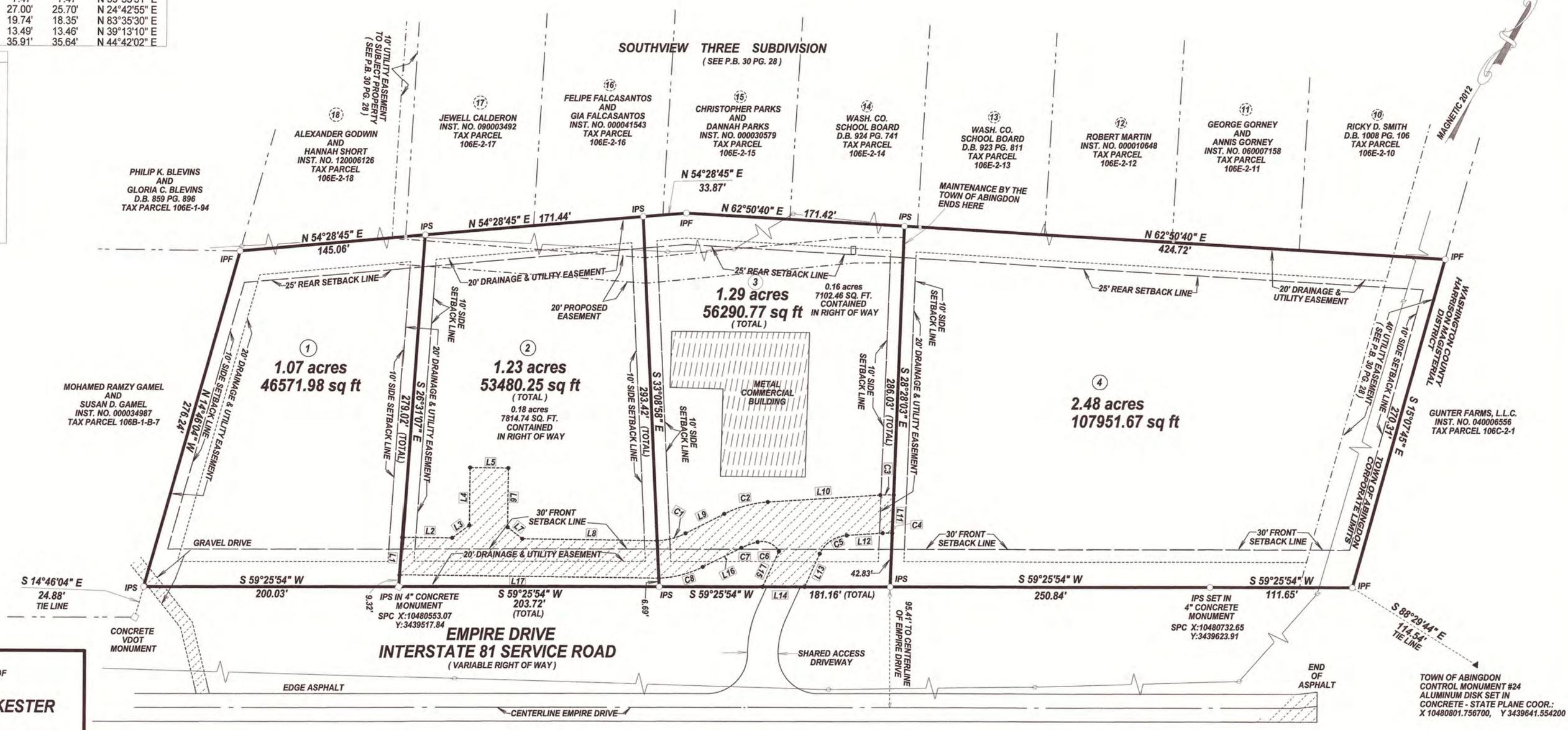
Thank you

JBD

Id	Delta	Radius	Arc Length	Chord	Ch Bear
C1	24°18'00"	54.67'	23.19'	23.01'	N 44°42'02" E
C2	23°14'07"	87.96'	35.67'	35.43'	N 44°10'06" E
C3	07°21'18"	81.65'	10.48'	10.47'	N 59°27'49" E
C4	08°17'22"	51.65'	7.47'	7.47'	N 59°55'51" E
C5	62°08'30"	24.89'	27.00'	25.70'	N 24°42'55" E
C6	75°24'25"	15.00'	19.74'	18.35'	N 83°35'30" E
C7	13°20'16"	57.96'	13.49'	13.46'	N 39°13'10" E
C8	24°18'00"	84.67'	35.91'	35.64'	N 44°42'02" E

Id	Bearing	Distance
L1	N 26°31'07" W	30.05'
L2	N 60°10'43" E	38.62'
L3	N 22°53'02" E	16.62'
L4	N 29°53'19" W	45.52'
L5	N 60°06'41" E	30.00'
L6	S 29°53'19" E	46.61'
L7	S 82°09'38" E	14.75'
L8	N 60°11'33" E	105.78'
L9	N 32°33'02" E	33.97'
L10	N 55°47'10" E	88.46'
L11	S 28°28'03" E	30.02'
L12	S 55°47'10" W	28.28'
L13	S 06°21'20" E	28.99'
L14	S 59°25'54" W	32.89'
L15	N 06°21'20" W	30.96'
L16	S 32°33'02" W	33.97'
L17	S 60°10'18" W	202.78'

THIS PLAT REPRESENTS A CURRENT FIELD SURVEY



MICHAEL C. NOONKESTER AND LORI B. NOONKESTER

BEING THE PROPERTY REFERENCED IN INSTRUMENT NUMBER 160001894 LOCATED IN THE TOWN OF ABINGDON, VIRGINIA HARRISON MAGISTERIAL DISTRICT WASHINGTON COUNTY, VIRGINIA AS SURVEYED BY JOHN S. RASNICK, L.S. OF BOUNDARY HUNTER LAND SURVEYING 13093 KINCANNON ROAD GLADE SPRING, VIRGINIA 24340 ON JULY 03, 2012 REVISED: MAY 23, 2013 REVISED: AUGUST 22, 2016 SCALE 1" = 60' REVISED JULY 20, 2016 REVISED AUGUST 31, 2016 REVISED SEPTEMBER 1, 2016

ALTHOUGH THEY MAY OR MAY NOT EXIST, NO SEPTIC OR OTHER UNDERGROUND UTILITIES LOCATED WITH THIS PLAT THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS, CONVEYANCES, RESTRICTIONS, AND VISIBLE OR RECORDED EASEMENTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH

NOTE: SUBJECT PROPERTY LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN) SEE F.I.R.M. PANEL 51191C0285C, EFFECTIVE DATE SEPTEMBER 29, 2010

LEGEND

- ⊕ = POWER POLE
- ⊙ = MANHOLE
- ⊗ = WATER METER
- = OVERHEAD UTILITY LINES
- W— = UNDERGROUND WATER LINE
- GAS— = UNDERGROUND GAS
- SS— = SANITARY SEWER LINE
- - - = DRAINAGE & UTILITY EASEMENT
- = SETBACK LINE
- IPF = IRON PIN FOUND
- IPS = IRON PIN SET
- ⊙ = WATER SPIGOT
- ⊗ = ELECTRICAL OUTLET

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND CERTIFIED LANDSCAPE ARCHITECTS. I FURTHER CERTIFY THAT THE LAND PLATTED WAS CONVEYED TO THE SAID MICHAEL C. NOONKESTER AND LORI B. NOONKESTER

AND IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF WASHINGTON COUNTY, VIRGINIA IN INSTRUMENT No. 160001894 GIVEN UNDER MY HAND THIS THE 1 DAY OF SEPT, 2016



DIVISION OF THE PROPERTY OF MICHAEL C. NOONKESTER AND LORI B. NOONKESTER

- EGRESS/INGRESS FOR ALL LOTS 1-4 TO EMPIRE DRIVE SHALL BE VIA A PRIVATE STREET WITH A SINGLE COMMERCIAL ENTRANCE, CONSTRUCTED ACCORDING TO V.D.O.T. REQUIREMENTS, ALONG THE EMPIRE DRIVE FRONTAGE OF LOT 3. NO ADDITIONAL ENTRANCES WILL BE PERMITTED ON EMPIRE DRIVE TO SERVE THE DEVELOPMENT.
- EACH LOT, REGARDLESS OF SIZE AND AREA OF DISTURBANCE, SHALL INCLUDE STORMWATER MANAGEMENT THAT WILL INSURE THAT POST-DEVELOPMENT PEAK RUNOFF TO EMPIRE DRIVE IS LESS THAN THE PRE-DEVELOPMENT PEAK RUNOFF, AND SHALL COMPLY WITH ALL CURRENT (AT TIME OF DEVELOPMENT) EROSION AND SEDIMENT CONTROL LAWS AND REGULATIONS INCLUDING MS-19 STANDARDS AND/OR LOCAL AND STATE STORMWATER RUNOFF REGULATIONS.
- ALL REQUIREMENTS OF THE TOWN OF ABINGDON, VIRGINIA, SUBDIVISION ORDINANCE, EFFECTIVE JANUARY 4, 2006 INCLUDING SUBMITTAL OF AS-BUILT PLANS SHALL APPLY UNLESS EXCEPTIONS HAVE BEEN APPROVED BY THE TOWN.

PLANNING COMMISSION APPROVAL
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS APPROVED BY THE ABINGDON PLANNING COMMISSION ON _____ DAY OF _____, 20____
SIGNED: _____ (CHAIRPERSON, ABINGDON PLANNING COMMISSION)
ATTESTED: _____ (SECRETARY, ABINGDON PLANNING COMMISSION)

TOWN COUNCIL APPROVAL
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS APPROVED BY THE TOWN COUNCIL ON _____ DAY OF _____, 20____
SIGNED: _____ (MAYOR, ABINGDON TOWN COUNCIL)
ATTESTED: _____ (CLERK, ABINGDON TOWN COUNCIL)

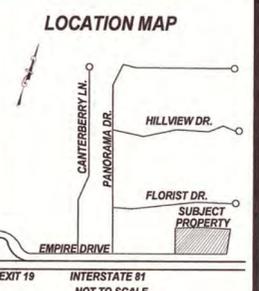
NOTES
SUBJECT PROPERTY TAX PARCEL NO. 106-7-1A
THERE IS A TOTAL OF 6.07 ACRES
264,294.67 SQ. FT. WITH THIS DIVISION THERE IS A TOTAL OF 0.34 ACRES OR 14,917.20 SQ. FT. CONTAINED IN THE 30' PRIVATE RIGHT OF WAY SHOWN
SUBJECT PROPERTY IS ZONED : OI, OFFICE AND INSTITUTION DISTRICT
FRONT SETBACK : 30'
REAR SETBACK : 25'
SIDE SETBACK : 10'
NO PORTION OF THIS SUBJECT PROPERTY IS TO BE SUBDIVIDED AS COMMON OPEN SPACES, PARK, OR PUBLIC LANDS
THE PROPOSED USE OF SUBJECT PROPERTY IS YET TO BE DETERMINED
NO ABOVE GROUND EVIDENCE OF HUMAN BURIAL WAS FOUND
THERE IS A 20' DRAINAGE AND UTILITY EASEMENT CENTERED ON ALL INTERIOR LOT LINES AND CONTIGUOUS WITH EXTERIOR LOT LINES

V.D.O.T. ENGINEER _____ DATE OF EXECUTION _____

WATER SYSTEM CERTIFICATE
APPROVED BY THE WASHINGTON COUNTY SERVICE AUTHORITY AS TO THE WATER SYSTEM THIS THE _____ DAY OF _____, 2013
SIGNED: _____ (GENERAL MANAGER, WASHINGTON COUNTY SERVICE AUTHORITY)

OWNERS STATEMENT
THE PLATTING OR DEDICATION OF LAND AS IT APPEARS ON THIS PLAT (REPLAT) IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) OR TRUSTEE(S), IF ANY.
GIVEN UNDER MY (OUR) HAND AND SEAL THIS THE _____ DAY OF _____, 20____

NOTARY STATEMENT
STATE OF VIRGINIA _____ TO WIT: COUNTY OF _____ A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT _____ WHOSE NAME(S) IS (ARE) SIGNED TO THE FOREGOING STATEMENT PERSONALLY APPEARED BEFORE ME IN MY STATE AND COUNTY AND ACKNOWLEDGED THE SAME. MY COMMISSION EXPIRES _____ GIVEN UNDER MY HAND THIS _____ DAY OF _____, 20____
NOTARY PUBLIC _____



PLAT OF THE PROPERTY OF MICHAEL C. NOONKESTER AND LORI B. NOONKESTER
OWNER'S ADDRESS 28357 OSCEOLA RD. ABINGDON, VA. 24211



INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
FROM: MATTHEW JOHNSON, DIRECTOR OF PLANNING
SUBJECT: PLANNING COMMISSION REPORT – 8/22/2016
DATE: AUGUST 24, 2016
CC: TONYA TRIPLETT

Mayor and Council:

At the Planning Commission meeting on August 22, 2016, the Commission considered one final plat and one Comprehensive Signage Plan (CSP) request. The proposed final plat involved a proposed 4 lot subdivision at 1103 Empire Dr. The Commission also considered a CSP request for the Meadows Development for Marathon Realty. The Commission voted to recommend approval of both the final plat, as well as the CSP request for Marathon Realty. The Town Council will hear a request for approval of each of these items at their Sept. 6th Council meeting.

During the August 22nd meeting, the Commission heard from one citizen who had a question related to the future use of the properties being subdivided along Empire Drive. Planning staff responded that the request before the Commission only dealt with the subdivision of the lots and not the proposed use at this time. Any future use would have to conform with uses permitted under the current zoning (OI – Office & Institutional) or a request to rezone the property would have to come back to the Town.

The Planning Commissions will host the Bristol Area Metropolitan Planning Organization (MPO) and VA Dept. of Transportation (VDOT) officials at a special work session on Sept. 12th at 5:30pm in the Council Chambers. Officials from the MPO and VDOT will present the 2040 Long Range Transportation Plan (LTRP) to the Commissioners. No action will be taken at that meeting. However, the public is encouraged to attend and representatives from VDOT and the MPO will be on hand to answer any questions or to consider public input.

Should anyone have questions about the materials within, please feel free to contact me directly.

Respectfully,



Matthew Johnson, AICP
Director of Planning

INTEROFFICE MEMORANDUM

TO: TOWN COUNCIL
FROM: MATTHEW JOHNSON, DIRECTOR OF PLANNING
SUBJECT: PLANNING COMMISSION REPORT – 9/26/2016
DATE: SEPTEMBER 27, 2016
CC: TONYA TRIPLETT

Mayor and Council:

At the Planning Commission meeting on September 26, 2016, the Commission considered a final plat request from Marathon Realty. The Commission voted 5-0 (one member was absent and one member was recused) to recommend approval of the final plat. The Town Council will hear a request for approval of the final plat at the October 3rd Council meeting.

During the September 26th meeting, the Commission heard from one citizen who inquired whether or not he could speak about the “Meadows house”. Councilman Humphreys and Chairman Austin both addressed the citizen and reminded him that the “Public Comment” portion of the meeting was an opportunity for the public to speak on any topic they wished, however the Commission was not obligated to reply. The citizen indicated their approval with that methodology and said that they did not have any comments at this time.

The Planning Director reminded the Commission of the invitation from the Town Council to participate in a joint meeting on Oct. 19th at 5:30pm at the VHSBI.

Reports from Commissioners were related to some ongoing code enforcement issues at the Kroger fuel station on Cummings St., as well as some concerns related to the sounding of the train whistle after 11pm. Additionally, some positive comments regarding the appearance of the “Inn Towner” project along W. Main St. were received and several questions about other on-going projects were addressed between staff and the Commission.

With no further business, the Commission adjourned at 6:00 PM.

Should anyone have questions about the materials within, please feel free to contact me directly.

Respectfully,



Matthew Johnson, AICP
Director of Planning