



**TOWN OF ABINGDON, VIRGINIA
TOWN COUNCIL REGULAR MEETING
THURSDAY, OCTOBER 20, 2022 – 2:30 pm
COUNCIL CHAMBERS – TOWN HALL**

DRAFT AGENDA

Please note there will be an opportunity during the meeting for citizens to address the Town Council when the Mayor declares public comments open. We request that anyone addressing the Council sign up, approach the podium when called, state your first and last name, and provide your complete mailing address.

- A. WELCOME – Mayor Webb**
- B. ROLL CALL – Kim Kingsley, Clerk**
- C. PLEDGE OF ALLEGIANCE – Vice Mayor Donna Quetsch**
- D. APPROVAL OF AGENDA – Mayor Webb**
- E. PUBLIC COMMENTS** – Please place your name on the sign-up sheet provided; comments are limited to three (3) minutes per person.
 - Town of Abingdon residents
 - Other public comments (e.g. property owners, organizations)
- F. PUBLIC HEARING -** Please place your name on the sign-up sheet provided; comments are limited to five (5) minutes per person.
 - 1. **Public Hearing** – pursuant to Virginia Code §15.2-1800 and Article VII, Section 9 of the Constitution to consider a permanent easement measuring four-feet-three inches by nine-feet-three inches located at the East stairwell (Main Street location) of the building known commonly as the Summers Building located at 102 Court Street, parcel number 013-1-64. The easement is necessary for the construction of a small staircase and landing which is required to meet current building code as it relates to emergency egress
- G. PROCLAMATION**
 - 1. Proclamation recognizing November 2022 as Veterans and Military Families Month
- H. RESOLUTIONS**
- I. FIRST READING OF ORDINANCES**
- J. SECOND READING OF ORDINANCES**
- K. CONSIDERATION OF BIDS**
 - 1. Consideration of bids for playground upgrade options for The Meadows Sports Complex
- Kyle Pollard, *Interim Director of Recreation*
- L. NEW BUSINESS**

1. Pursuant to Virginia Code §15.2-1800 and Article VII, Section 9 of the Constitution to consider a permanent easement measuring four-feet-three inches by nine-feet-three inches located at the East stairwell (Main Street location) of the building known commonly as the Summers Building located at 102 Court Street, parcel number 013-1-64. The easement is necessary for the construction of a small staircase and landing which is required to meet current building code as it relates to emergency egress –

Mayana Rice, Director of Community Development

M. OLD BUSINESS

1. Presentation of final draft of Zoning and Subdivision ordinance. – *Mayana Rice, Director of Community Development and The Berkley Group*

N. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

O. COUNCIL MEMBER REPORTS

P. CLOSED SESSION

Q. ADJOURNMENT

ABINGDON TOWN COUNCIL

Agenda Item Summary

MEETING DATE: 10/20/22

AGENDA ITEM: J – 1

ITEM TITLE: Consideration of bids for playground upgrade options for The Meadows Sports Complex

SUMMARY: The Recreation Department is presenting three playground upgrade options for The Meadows Sports Complex. We are asking for the council to provide guidance on which option they would prefer out of the 3 options provided.

PRIOR ACTION(S): None

FISCAL IMPACT:

STAFF CONTACT(S): Kyle Pollard, kpollard@abingdon-va.gov, (276) 880-4092.

RECOMMENDATION: Staff's recommendation is that we move forward with option 1 because it provides the most accessibility features for the playground space that we have.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/28/2022
Quote #
161624-01-02

The Meadows

Abingdon Parks and Recreation
Attn: Kyle Pollard
133 West Main Street
Abingdon, VA 24210
Phone: 276-880-4092 CELL
kpollard@abingdon-va.gov

Ship to Zip 24210

Quantity	Part #	Description	Unit Price	Amount
1	3207	GameTime - FS Sensory Wave Corner Arch [Roto Plastic:_____]	\$6,635.00	\$6,635.00
1	4693	GameTime - FS Corner Arch Gold Sensor Package	\$10,782.00	\$10,782.00
1	6245	GameTime - RoxAll See Saw [Accent:_____][Basic:_____][Roto Plastic:_____]	\$9,989.00	\$9,989.00
1	QRI184	GT-Shade - GTCU141408IG CANTI UMB 14X14X8 W/GLD [Basic:_____][Fabric 1:_____]	\$4,925.00	\$4,925.00
2	S1003S	GT-Site - 6'S1000 BNCH w/BCK,SLT-PC FRM [RB Frame PC:_____][RB Slat PC:_____]	\$1,527.00	\$3,054.00
1529	POURED	GT-Impax - Poured In Place Safety Surfacing (Per SF)- COLOR IS 50/50 BLACK/ STANDARD 1.75" THICKNESS FOR 4' CFH 4" THICK CRUSHED STONE BASE SECURITY AND DUMPSTER INCLUDED Includes LF for turndown	\$24.38	\$37,277.02
1	INSTALL	MISC - Installation of Above Equipment- Pricing includes installation of: Rox All Seesaw Sensory Wave Corner Arch 14' x 14' Shade (2) 6' Benches	\$13,483.00	\$13,483.00
1	INSTALL	MISC - Removal and Disposal - Includes Removal and Disposal of: Existing equipment Approximately 8" of existing EWF and backfill to grade	\$8,210.00	\$8,210.00
1	INSTALL	MISC - Drainage	\$3,087.00	\$3,087.00
Contract: OMNIA #2017001134			Sub Total	\$97,442.02
			Discount	(\$4,624.33)
			Material Surcharge	\$4,909.67
			Freight	\$2,292.06
			Total	\$100,019.42

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Taxes, if applicable, to be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

*Onsite measurements required to confirm that equipment will fit in existing area



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The Meadows

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

09/28/2022
Quote #
161624-01-02

The Meadows

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$100,019.42**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

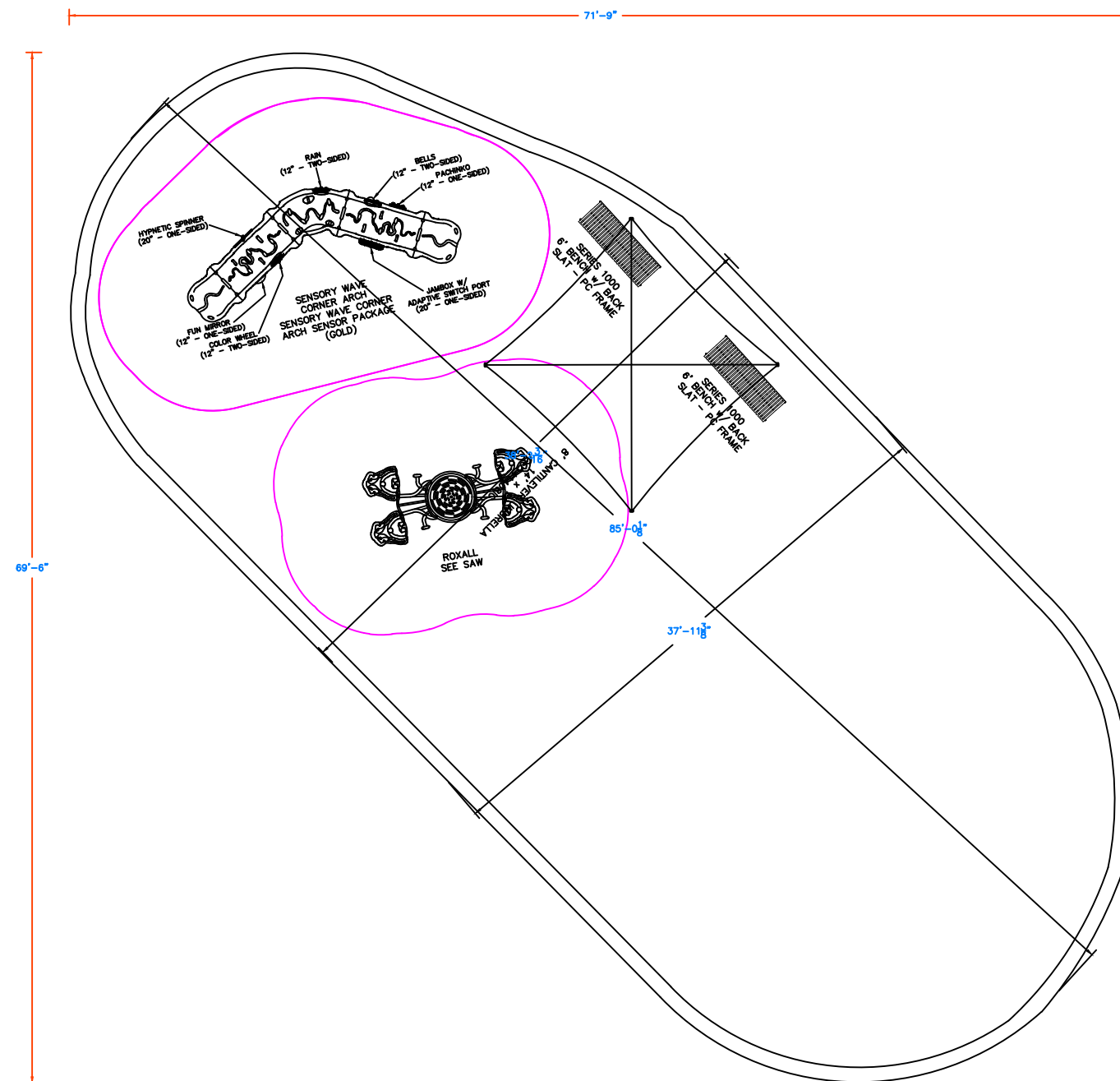
Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



The Meadows
(Option 2)
Abingdon, VA

Representative
Cunningham Recreation

This play
equipment is
recommended
for children ages

5-12

Minimum Area Required:

Scale: NTS

This drawing can be
scaled only when in
an 11" x 17" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z-614

Drawn By:
KM

Date:
09/07/22

Drawing Name:
161624-01-02



The Sensory Wave Climber™ is the industry's first playground climber that allows children of all abilities to enjoy the benefits of climbing while enhancing sensory development. Strategically placed molded-in grips, hand holds and transfer area provide additional support for children of all abilities to maneuver through the climber. With a wide array of auditory, visual and...

Features and Benefits:

- Add one of our GT Sensors™ packages to create a unique sensory play experience (shown with silver package)
- Available in five freestanding configurations
- Can be used as a ground to deck attachment or deck-to-deck link
- Constructed of durable, recyclable materials and backed by the industry's leading...

Model: 3207
Use Zone: 19'-2" X 31'
Fall Height: 4'
Age Group: 2 to 5 Years
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



With high backs and side rails, each of the four seats on this innovative see-saw are designed to accommodate users of all abilities as they enjoy the rocking motion with their friends. The center saucer is designed for users to transfer easily to and from a mobility device and the durable, heavy-duty springs are made to last!

Features and Benefits:

- Inclusive see-saw activity for up to five users
- High back seats with side rails provide additional support for children of all abilities
- Center saucer is at transfer height for users with mobility devices

Model: 6245
Use Zone: 23'-6" X 17'-4"
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.

This quote includes.....

1. Sensory Wave Arch
2. Gold Sensor Package
 - Hypnetic Spinner
 - Rain Sound Panel Two Sided
 - Bells Two Sided
 - Pachinko
 - Jambox with ADA Adaptive Switch Port
 - Color Wheel Two Sided
 - Fun Mirror
3. Rox All See Saw
4. 14' X 14' Cantilevered Shade with 8' Eave Height
5. (2) Benches
6. PIP Surfacing for the area. Including Stone Sub-Base, Security and Dumpster
7. Installation of all equipment
8. Removal of the existing equipment and EWF
9. Drainage
10. OMNIA Discount
11. Material Surcharge. I have attached the letter that explains this
12. Freight.

SHARE

NATURAL PALETTES



ARCTIC

Uprights: White
Metal: Champagne
HDPE: Sky Blue
Roto Plastic: Periwinkle
Decks: Gray



BAYOU

Uprights: Spring Green
Metal: Bronze
HDPE: Green
Roto Plastic: Champagne
Decks: Brown



SPRING BLOOM

Uprights: Champagne
Metal: Spring Green
HDPE: Sky Blue
Roto Plastic: Sky Blue
Decks: Brown



JUNGLE

Uprights: Brown
Metal: Spring Green
HDPE: Orange
Roto Plastic: Light Green
Decks: Brown



MALIBU

Uprights: Bronze
Metal: Bronze
HDPE: Spring Green
Roto Plastic: Spring Green
Decks: Brown



SANTA ELANA

Uprights: Bronze
Metal: Butterscotch
HDPE: Drab Gray
Roto Plastic: Light Green
Decks: Brown

CONTEMPORARY PALETTES



AVALON

Uprights: Bronze
Metal: White
HDPE: Drab Gray
Roto Plastic: Periwinkle
Decks: Gray



DEEP SPACE

Uprights: Starlight Black
Metal: Yellow
HDPE: Red
Roto Plastic: Sky Blue
Decks: Blue



EMERALD

Uprights: Metallic
Metal: White
HDPE: Yellow
Roto Plastic: Spring Green
Decks: Blue



PASSION FRUIT

Uprights: Orange
Metal: Spring Green
HDPE: Sky Blue
Roto Plastic: Yellow
Decks: Brown



WHIMSY

Uprights: White
Metal: Blue
HDPE: Orange
Roto Plastic: Periwinkle
Decks: Gray



HONEYSUCKLE

Uprights: Spring Green
Metal: Champagne
HDPE: Blue
Roto Plastic: Periwinkle
Decks: Gray

SHARE

PRIMARY PALETTES

ALLEGiance
Uprights: Sky Blue, Metal: White, HDPE: Red
Roto Plastic: Dark Blue, Decks: Gray

GUM DROP
Uprights: Burgundy, Metal: Butterscotch, HDPE: Blue
Roto Plastic: Blue, Decks: Blue

JOVIAL
Uprights: Burgundy, Metal: Butterscotch, HDPE: Dolphin Gray
Roto Plastic: Spring Green, Decks: Blue

PATRIOT
Uprights: Burgundy, Metal: White, HDPE: Blue
Roto Plastic: Champagne, Decks: Blue

SHINE
Uprights: Sky Blue, Metal: Spring Green, HDPE: Orange
Roto Plastic: Orange, Decks: Gray

SUNRISE
Uprights: Orange, Metal: White, HDPE: Dolphin Gray
Roto Plastic: Royal Purple, Decks: Gray

COLOR OPTIONS

METAL

- White
- Champagne
- Metallic
- Starlight
- Black
- Bronze
- Beige
- Brown
- Dark Green
- Green
- Light Green
- Spring Green
- Blue
- Sky Blue
- Periwinkle
- Royal Purple
- Burgundy
- Red
- Orange
- Yellow

PLASTIC

- Champagne
- Beige
- Green
- Light Green
- Spring Green
- Dark Blue
- Blue
- Sky Blue
- Periwinkle
- Royal Purple
- Burgundy
- Red
- Orange
- Yellow

HDPE

- Dolphin Gray
- Black
- Beige
- Brown
- Green
- Spring Green
- Blue
- Sky Blue
- Purple
- Burgundy
- Red
- Orange
- Yellow

2 COLOR HDPE

- White/Black
- Dolphin Gray/Black
- Black/White
- Beige/Green
- Brown/Beige
- Green/Beige
- Green/White
- Spring Green/White
- Blue/Beige
- Sky Blue/White
- Red/White
- Yellow/Black

SHADE

- Khaki
- Graphite
- Green
- Sand
- Evergreen
- Azure
- Aquamarine
- Blue/Red
- Deep Sea
- Sky
- Red
- Dandelion

VISTARPE STANDARD

- Red
- Sky Blue
- Yellow
- Green
- Brown
- Neutral
- Black
- Red/Black
- Red/Sky Blue
- Sky Blue/Yellow
- Green/Brown

VISTARPE CUSTOM

- Red/Black
- Red/Sky Blue
- Sky Blue/Yellow
- Green/Brown

DECKS

- Gray
- Blue
- Brown

SPECIAL ROCK

- Sandstone
- Deep Granite

WALLCANO® HANDHOLDS

- Red
- Green
- Blue
- Beige

SITE RECYCLED PLASTIC LUMBER

- Gray
- Tudor
- Sand

All colors are approximate. Contact your GameTime representative for color samples.



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **63938**

Sales Rep: Kelly Lindsay
kelly@blissproducts.com
C: (757) 305-6284

**Abingdon Recreation
Department**

Date 9/30/2022 **Project** Surfacing
Replacement

Bill To

Abingdon Recreation Department
300 Stanley Street
Abingdon, Virginia 24210
T: (276) 623-5279

Ship To

Abingdon Recreation
Department
Abingdon Recreation
Department
300 Stanley Street
Abingdon, Virginia

Contact

Kyle Pollard
Interim Director
Phone: (276) 623-5279

Approximate Ship Date

Ship Via

Terms
Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
ARS	PIP	Installation of PIP - Standard Color Selection - 50% Color/50% Black - Aromatic Binder - No Design	2,910	\$17.50	\$50,925.00
ARS	Drainage Pipe Extension		1	\$1,535.00	\$1,535.00
ARS	Subbase	Compact 8 to 10" of Rock	2,910	\$5.00	\$14,550.00
ARS	Dumpster	On-Site Dumpster/Dump Trailer to Be Used	1	\$0.00	\$0.00
ARS	Equipment		1	\$1,125.00	\$1,125.00
INS	R Best	Installation of Sunshade, Benches and Inclusive Whirl	1	\$9,500.00	\$9,500.00
PPS	SF-126	6' BENCH INGROUND	4	\$895.00	\$3,580.00
PPS	68049	Whirl With Me w/Handle	1	\$5,169.00	\$5,169.00
PPS	Surcharge		1	\$1,420.84	\$1,420.84
PPS	SF-168	8' HD PICNIC TABLE ADA	1	\$1,757.00	\$1,757.00
SII	16' Square Shade		1	\$5,841.00	\$5,841.00

	Sub Total	\$95,402.84
	Freight	4,158.14
Taxable Subtotal	\$99,560.98	Tax
		0.00

Financing as low as **\$2,309.81** / month may be available pending credit approval.

Grand Total \$99,560.98

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Install Conditions - Unless otherwise noted:

- Site should be clear, level and allow continuous access for delivery, materials and equipment. A space must be provided for the staging and secure storage of equipment within a reasonable distance to the jobsite.
- Installation price based on a single mobilization and unrestricted work hours. We can accommodate special requests but they may result in additional labor costs.
- Installation requiring footers are based on normal soil conditions. Rock, coral, asphalt, foundations, pipes, underground utilities, poor soil conditions, and poor drainage may incur additional charges.
- Bliss will call for public locates but the customer is responsible for locating and identifying all private utilities. We are not responsible for damage to unmarked lines.
- If permitting is required, customer is responsible for providing site survey. Equipment delivery and installation times will not begin until permitting is approved. Permitting fees and engineering drawings not included.
- Bliss will smooth jobsite but full site restoration (such as sod) is not included. Bliss will take every care with trees, curbs, sidewalks, fences and other site obstructions but will not be responsible for damage caused by normal installation processes.
- Removal of trash and spoils is not included. Customer responsible for providing dumpster for debris and/or an area within reasonable distance to spread spoils.
- Bliss will not be held responsible for delays due to weather.
- Customer accepts all responsibility for requests that are not in compliance with ASTM, CPSC or local building codes.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

Bliss Products and Services, Inc.
Terms and Conditions Applying to the Sale of Goods and Services

Customer:	Abingdon Recreation Department	Address:	300 Stanley Street Abingdon, Virginia 24210
Date:	6 October 2022		
Quote Number:	63938	Amount:	\$99,560.98

These Terms and Conditions constitute a material part of the agreement between Bliss Products and Services, Inc. ("Bliss") and Customer. Bliss objects to, and does not agree to be bound by, any documentation Customer submits to Bliss. These Terms and Conditions supersede any inconsistent terms and conditions in any documentation Customer submits to Bliss.

A. Definitions

1. "Customer" means the party identified above placing the order to which these Terms and Conditions are attached.
2. "Goods" or "Services" means the items or services for which Customer has placed order with Bliss Products and Services.
3. "Supplier" refers to the manufacturer or vendor that provides to Bliss Products and Services the Goods or Services required to fulfill Customer's purchase order and complete Customer's project.

B. Payment Terms

1. Customer shall pay all invoices in full within 30 days of the date of Bliss's invoice unless Bliss agrees otherwise in writing. Bliss reserves the right to charge Customer interest in the amount of 1 ½ % per month on the unpaid balance of any invoice.
2. Customer may dispute in good faith the amount of any invoice by providing Bliss with a written notice describing the basis of its objection and the amount Customer is disputing. Bliss must receive this notice no later than close of business (5 p.m. Eastern time) on the 7th calendar day after Bliss or its designee or Supplier delivers and/or, if applicable, installs the Goods or Services to the location Customer specified in its purchase order. In addition, Customer must pay to Bliss all undisputed invoiced amounts in accordance with these payment terms.
3. Customer shall reimburse Bliss for the reasonable costs of any successful action to collect past due invoices or other fees or charges.

C. Quotes and Change Orders

Bliss reserves the right to increase a previously quoted price when the Customer requests any change in the Goods or Services described on Customer's purchase order, including changes in the number or types of Goods and a change in delivery date.

D. Delivery/ Loss or Damage to Goods

1. **TITLE, DELIVERY, AND RISK OF LOSS OF GOODS.** Unless otherwise specified delivery points and charges shall be the F.O.B. point specified by Customer, but title to the Goods and risk of loss or damage in transit or thereafter shall pass to Customer when Bliss delivers the Goods to a common carrier for shipment. Customer must deal directly with the common carrier regarding shipping dates and late deliveries; Bliss does not guarantee shipping dates and is not liable for late deliveries.

2. **DAMAGE TO GOODS IN TRANSIT.** Customer shall note any damage to Goods that occurs in transit on the freight bill presented by the delivering common carrier. Customer must make any claims for damage to Goods in transit directly to the delivering common carrier according to the carrier's policies and procedures. Bliss is not responsible and disclaims any liability for damage to Goods in transit.

3. **PROCESS TO RETURN GOODS.** The only returns of Goods Bliss will accept are either stock items or non-stock items the Supplier will accept on return. Customer may not return any Goods without first obtaining a written authorization from Bliss. Customer must return all Goods in new and unused condition within 30 days of the date of the return authorization. Bliss will not accept the return, and will refuse delivery of any Goods without a written authorization by Bliss. Customer must pay a restocking charge as determined by Bliss, which will not exceed 10 % of the invoiced prices, and Customer shall prepay all freight charges in connection with returning Goods. Bliss will issue a credit for freight charges when it makes incorrect shipments. **CUSTOMER MAY NOT CANCEL OR RETURN SPECIAL ORDERS.**

E. Cancellation

Due to the nature of the Goods and Services Bliss sells, Customer may not cancel any order after it is confirmed by Bliss without first requesting a written authorization from Bliss. Bliss will authorize a cancellation only on the following conditions:

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")
2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

F. DISCLAIMER OF WARRANTY

BLISS OFFERS NO WARRANTIES, EXPRESS OR IMPLIED, OF THE GOODS IT SELLS. CUSTOMER MUST LOOK SOLELY TO THE SUPPLIER OF THE GOODS FOR WARRANTIES OF THE GOODS CUSTOMER PURCHASES.

G. LIMITATION OF LIABILITY

In no event shall Bliss be liable for

1. lost profits or indirect, consequential, incidental, special or other similar damages arising out of or in connection with the supply, installation, functioning, or use of the Goods, including accidents, regardless of the theory on which the claim is based; or
2. any claim by Customer arising out of or based upon the performance, non-performance, or delay in delivery of or defect in the Goods or Services.

H. Customer's Indemnification of Bliss

Customer shall indemnify and defend Bliss from any claim or loss, including reasonable attorney's fees, arising from or relating to any allegation or claim by any third party based on or arising out of one or any combination of the following: (1) Customer's installation of the Goods and any materials Customer provides in connection with the installation; (2) the use of the Goods by Customer or its invitees or guests; or (3) Customer's maintenance of the Goods.

I. Set-off

Customer has no right of set-off or deduction.

1. Customer must pay all costs, charges, and expenses incurred by Bliss in connection with fulfilling the order, including any charges and fees charged by the Supplier of the Goods listed on the Customer's purchase order ("Cancellation Costs")

2. Bliss will issue an invoice to Customer itemizing the Cancellation Costs, which will be due 5 business days after Bliss is required to pay the Supplier of the cancelled Goods.

J. Credit Approval and Accuracy of Information

All orders are subject to current credit approval. From time to time, Bliss may review Customer's creditworthiness. Customer shall provide Bliss with all credit information Bliss reasonably requests. Customer covenants that all information it provides shall be true and correct, and that Customer shall not omit any information necessary to make such information not misleading. Bliss may refuse to accept an order or refuse shipment if at any time Customer does not meet Bliss's current credit requirements.

K. Pricing, Payment, and Acceptance of Shipment

Bliss may change the price of any order that Customer does not accept for delivery within 90 days of the quotation date. Bliss reserves the right to invoice Customer for and Customer shall pay an amount equal to 90% of the contract price for any Goods Customer does not accept for delivery in a reasonable amount of time after fabrication.

L. Applicable Law

This document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Georgia, including the Georgia Uniform Commercial Code.

Customer has duly authorized the person signing below to enter into this agreement, making it a valid and binding commitment of Customer.

Acknowledged and agreed:

Customer's Name: _____

Address: _____

Street name & number

City, State, Zip code

By: _____

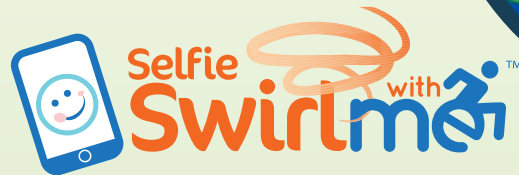
Printed name: _____

Title: _____

A truly
multi-
generational
play event!



Ages 2-5 or 5-12



COLOR OPTIONS*



*Available in any standard roto plastic color. Center wheel available in any standard metal color option.

1.800.727.1907 | www.playandpark.com

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What do kids want to do on the playground?

Laugh
with their
friends!



Allows children of all abilities to
capture the thrill of the Swirl!

The **Selfie Swirl with Me** provides the same experience
for children of **ALL** abilities on the playground.

- Three cell phone slots that invite users to capture precious moments, hands-free with their mobile phones
- The only whirl with a buddy seat
- Provides play for up to 10 children in a compact space
- Textured, defined access point
- Molded in hand grips and foot pads for standing riders
- Grasping areas for non-riders to assist in spinning
- Contoured seats for comfort
- Optional center wheel for easier self-spinning

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Spinning provides a rich sensory experience
and promotes kinesthetic awareness.

Two individual seats
contoured for comfort
and stability and one
Buddy Seat that can hold
up to three children

Defined Entry Point
allows universal access
for children of all abilities

**Molded in seating
and standing areas**

Optional Center Wheel
for self-spinning

3 cell phone slots to cap-
ture the glee smiles
of avid users!

Molded in hand grips
for outside riders

Shown with optional Center Wheel

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COMMERCIAL PLAYGROUNDS • FITNESS CLUSTERS
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BASKETBALL GOALS, BACKSTOPS & SOCCER GOALS
BLEACHERS & PLAYER BENCHES
POOL SLIDES, WATER SLIDES

September 28, 2022

Kyle Pollard, Director of Recreation
Town of Abingdon - Recreation Department
78 Cook Street
Abingdon, VA 24210

Subject: Multi-Use Sports Complex Resurfacing Proposal

Dear Kyle,

Carolina Recreation and Design, LLC. (CRD) is pleased to offer a proposal to provide and install Poured in Place rubber surfacing for the Multi-Use Sports Complex project located in Abingdon, Virginia.

As part of this proposal we have included the following items:

- General Terms and Conditions
- Priced Scope of Supply
- Virginia Class A Contractors License

If you have any questions or requests about this offering, please do not hesitate to contact me.

We appreciate the opportunity and look forward to working together!

Sincerely,
Carolina Recreation & Design
Ross Goldbrum
Ross Goldbrum
Sales



General Terms and Conditions

Estimated Delivery Schedule

1. Notice to Proceed -- Start
 - a. *Color selections and designs (if applicable) to be finalized at this time.*
2. Production - 2-4 Weeks
3. Installation - 1-2 Weeks (Weather Permitting)

Payment Terms (NET 30)

- Deposit - 50% of project total
- Project Completion - 50% of project total

Exclusions and Clarifications

- Pricing is valid for 30 days from September 28th, 2022
- Owner/Contractor shall be responsible for all unknown underground conditions such as rock, tree stumps, buried utilities, etc. that may result in additional cost.
- Limited or restricted access may result in additional labor and equipment costs.
- Minor landscape repairs is included -- includes smoothing out track marks, grass seed, and straw as necessary.
- Dumpster for haul of spoils is included.
- Borders are not included - CRD to align new surfacing with the finished grade of the existing concrete borders.
- Landscape repairs are not included. CRD to provide landscape repairs upon request for an additional fee.
- Drainage is not included.

Carolina Recreation and Design LLC

344 Rolling Hills Road
 Suite 201
 Mooresville, NC 28117
 Ph: 704-664-1833/Fax: 704-664-1163

Quotation**# 2022-2193**

Date	Terms
9/28/2022	50% Deposit + 50% Completion

Bill to:		Ship to:		
TOWN OF ABINGDON Recreation Department 78 Cook St Abingdon, VA 24210		Town of Abingdon Multi-Use Sports Complex Abingdon, VA 24210		
Customer Phone	276-492-2144	Customer Email	kworley@abingdon-va.gov	
Item	Description	Qty	Price Each	Total price
Labor	Removal and Disposal of 8" of existing EWF and dirt surfacing (2,900 SF)	1.00	11,687.50	11,687.50
PIP	PIP Rubber Surfacing: Includes all materials, labor and equipment necessary to provide a 4" compacted stone base and PIP rubber surfacing (2,900 SF) <ul style="list-style-type: none"> 6' & 8' fall height, 50% standard color mixed with 50% black <i>Please note*</i> <ol style="list-style-type: none"> Colors to be finalized upon notice to proceed. Custom design fees are not included. CRD to provide custom designs upon request for an additional fee. Depending on the selected color, colors may amber temporarily post-installation. Foot traffic and exposure to sunlight will remove ambering. Surfacing may require re-sealing or roll-coats every 3-4 years depending on the amount of foot traffic and exposure to direct sunlight. 	1.00	55,865.00	55,865.00T

NOTES:

- Customer shall be responsible for all unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.
 - Installation (if shown above) does not include excavation, site grading, drainage, landscape repairs, reseeding or anything not specifically shown as included.
 - Prices are firm for 30 days from above date.
 - Concrete slabs and sidewalks are not included unless shown above.
 - Customer to provide a dumpster and site security after delivery.
 - Permits to be supplied by purchaser, unless noted above. Additional cost can be supplied upon request.
 - Delays may occur due to ongoing material shortages from our manufactures and vendors.
- We will notify all parties involved as soon as possible should any delays occur.

Subtotal:	\$67,552.50
Sales Tax: (0.0%)	\$0.00
Total:	\$67,552.50

Thank you for this opportunity!

Signature of Acceptance _____

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
11-30-2022

NUMBER
2705174422

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC



CAROLINA RECREATION AND DESIGN LLC
344 ROLLING HILLS RD
STE 201
MOORESVILLE, NC 28117



Mary Broz-Vaughan
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC
NUMBER: 2705174422 EXPIRES: 11-30-2022

CAROLINA RECREATION AND DESIGN LLC
344 ROLLING HILLS RD
STE 201
MOORESVILLE, NC 28117



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)



MEMO

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: PERMANENT EASEMENT

**PUBLICATION
DATE:** OCTOBER 11, 2022

**MEETING
DATE:** OCTOBER 20, 2022

LOCATION: COUNCIL CHAMBERS, TOWN HALL
133 WEST MAIN STREET, ABINGDON, VA

The Summers Building located at 102 Court Street has been in a design build process for the last few years. As part of the project a fourth floor was added which necessitated a stairwell be built and an egress with a landing be provided for emergency exit.

This landing and staircase are proposed to extend into the public sidewalk. In order to allow for this to occur a permanent easement is being sought by the applicants.

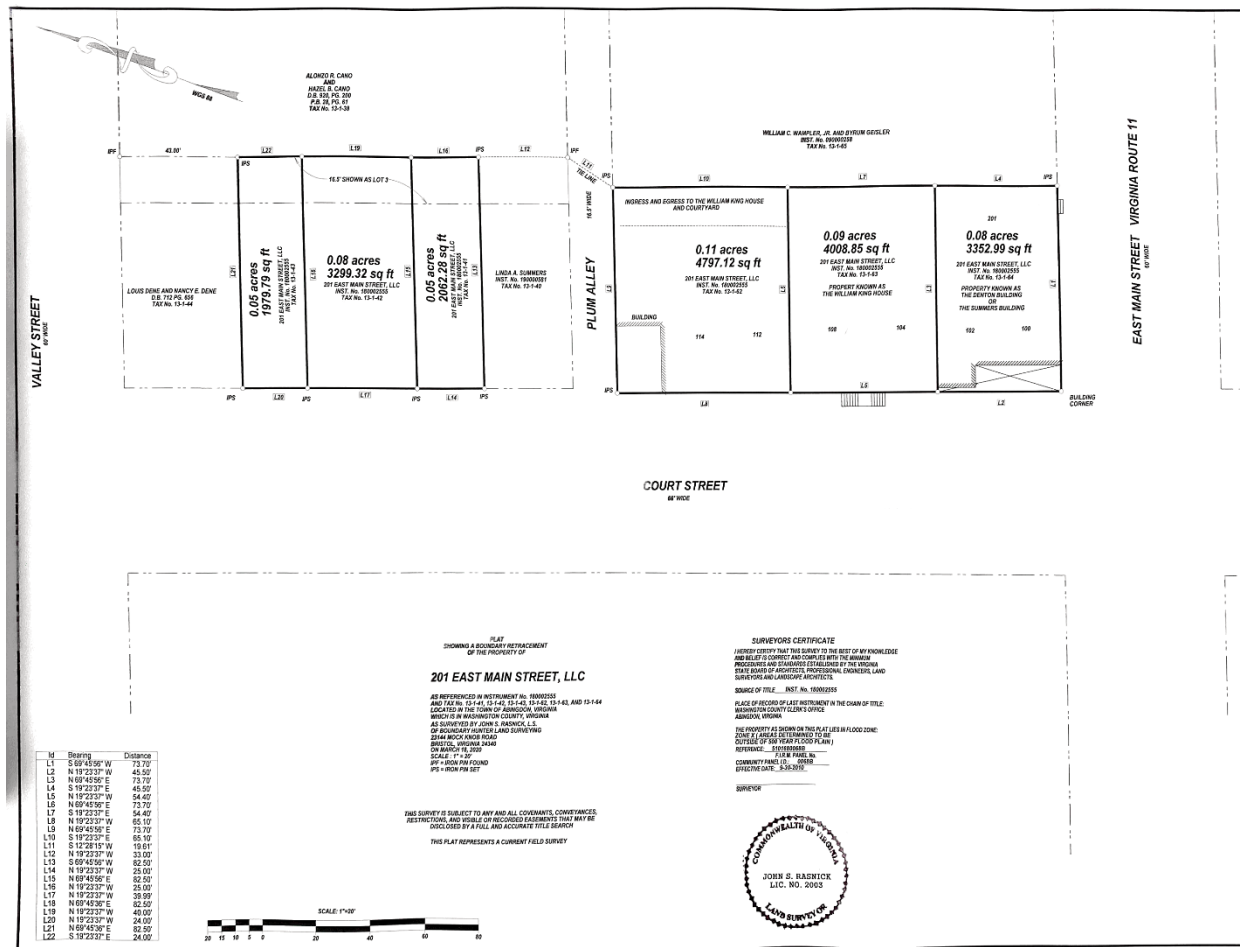
The original request (see the application packet) was for 4 feet 3 inches by 9 feet 3 inches.

The design will need to gain appropriateness approval by the Historic Preservation Review Board (HPRB). However this project does not have the rights to make an application for a Certificate of Appropriateness (COA) to the HPRB until such time as the applicants have the permission to utilize the Town property for their proposal.

Upon discussion with the Chair (Byrum Geisler) of the HPRB there is concern regarding the design of the staircase and the total length of the easement requested.

As such staff is suggesting the Town Council take into account if more area is needed to accomplish this project.

In addition there is a Cherry Tree that is proposed to be removed and replaced along the block with two (2) new street trees. The Tree Preservation Board will meet on October 19th to make this decision and staff will provide additional information to the Town Council.





Abingdon Town Council
133 West Main Street
Abingdon, VA 24210

Dear Abingdon Town Council:

On behalf of 201 East Main Street, LLC, owners of the property known as The Summers Building Tax No. 13-1-64, we request the Town grant a permanent easement measuring four-feet-three-inches by nine-feet-three-inches located at the East stairwell of the building as shown on Exhibit A which is attached to this letter.

This easement is necessary for the construction of a small staircase and landing which is required to meet current building code as it relates to emergency egress.

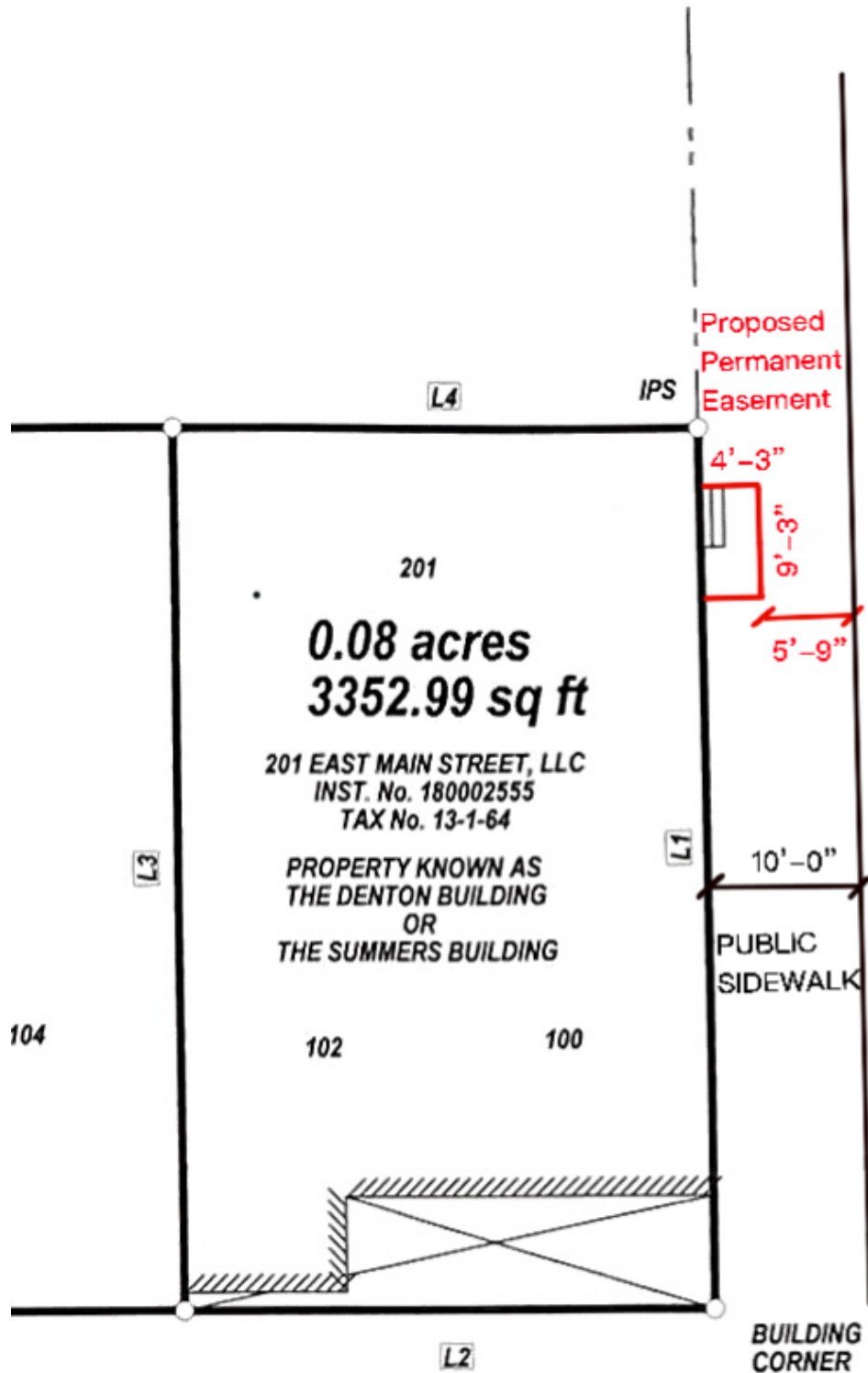
The proposed staircase and landing would encroach onto a 10-foot-wide public sidewalk, leaving five-feet-nine-inches of unobstructed space on the sidewalk.

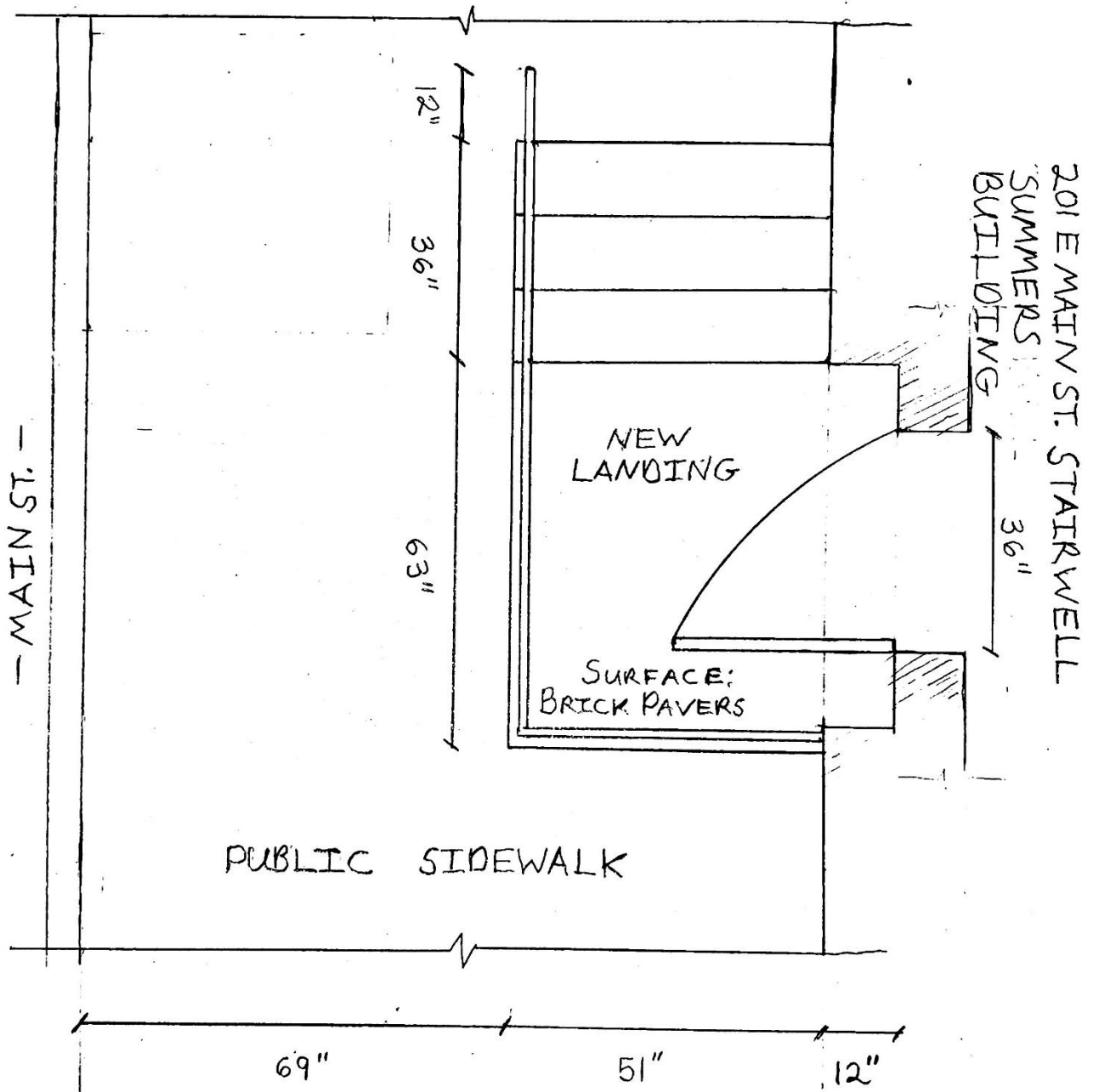
Without this easement, the owners cannot obtain a certificate of occupancy. We sincerely appreciate your willingness to consider this matter. It is our hope that the newly renovated Summers building will be a source of enjoyment and pride for our community and provide a gathering place for many years to come.

Thank you, we appreciate your time and service to this community.

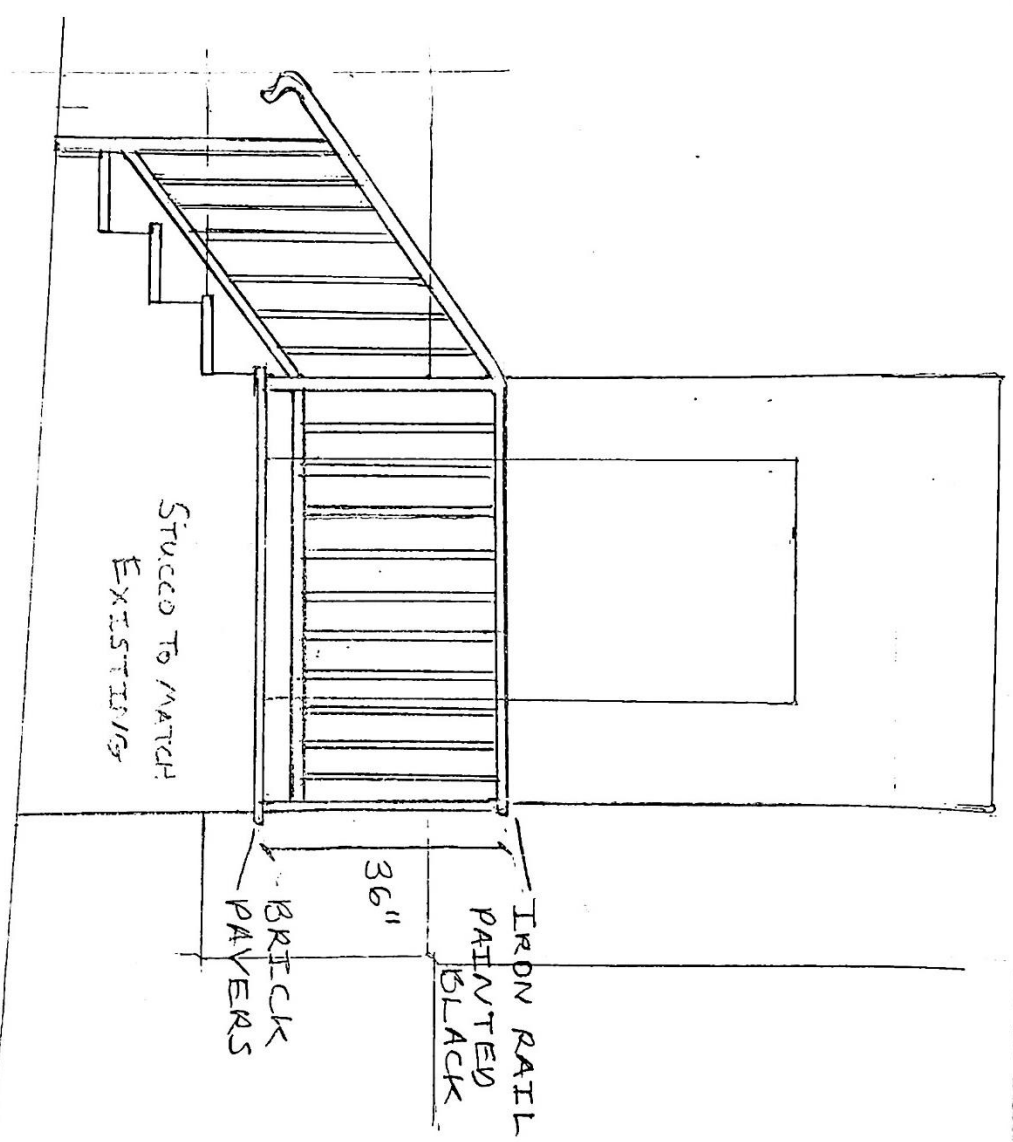
Sincerely,

Nathan Berg, Partner





SUMMERS
BUILDING
201 E MAIN ST.





**A RESOLUTION OF THE TOWN OF ABINGDON, VIRGINIA
APPROVING A PERMANENT EASEMENT INTO THE PUBLIC SIDEWALK
TAX MAP NO. 013-1-64**

WHEREAS, 201 East Main Street, LLC, the owner of the property commonly referred to as the Summers Building, has requested a permanent easement to allow a small staircase and landing on Town Property on Main Street, as required to meet the current building code as it relates to emergency egress; and

WHEREAS, the request for a permanent easement has been properly submitted to the Town and reviewed by the staff; and

WHEREAS, Article VI, Section 9 of the Virginia Constitution allows for permanent easements to be granted above approval by Town Council and recording with the Washington County Clerk; and

WHEREAS, a duly-advertised public hearing was conducted on October 20, 2022;

NOW THEREFORE BE IT RESOLVED by the Council for the Town of Abingdon approves and certifies a permanent easement on Main Street along the frontage of Tax Map No. 013-164 as proposed by the applicant's request.

AND BE IT FURTHER RESOLVED that Town Council authorizes the Town Manager to endorse the applicable legal documents.

AND BE IT FURTHER RESOLVED that a copy of this resolution be placed in the official minutes of the Town and the easement be recorded in the Washington County Circuit Court Clerk's office.

Adopted this __ day of _____, 2022.

TOWN OF ABINGDON, VIRGINIA

BY: _____
Mayor

The undersigned Clerk of the Town of Abingdon, Virginia (the “Town”) hereby certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Council held on October 20, 2022. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution 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 resolution was as follows:

Member	Attendance	Vote
Derek Webb, Mayor		
Donna Quetsch, Vice Mayor		
Amanda Pillion		
Mike Owens		
Dwyane Anderson		

WITNESS my hand and seal of the Town of Abingdon as of October 20, 2022.

(SEAL) _____
Kimberly Kingsley, Clerk

Town of Abingdon Zoning & Subdivision Ordinance Update

Town Council Worksession #1 Summary

September 22, 2022



Overview

The Town of Abingdon is updating, modernizing, and restructuring the zoning and subdivision ordinances into one seamless regulatory document. The purpose of this meeting was to present the Open House draft of the Zoning and Subdivision Ordinance and the most recent Planning Commission changes. The focus was on Articles I through V, and the Zoning Map.

Discussion & Action Items

The following is a summary of topics and action items discussed during the meeting.

Article/Topic	Discussion	Action
Article I – In General	General agreement with proposed text.	No action.
Article II – Administration	General agreement with proposed text.	No action.
Article III – Permits & Applications; hearing notification	Agreement that posting of signs prior to a public hearing is a valuable practice and should be included in the ordinance.	Public hearing sign requirements to remain as drafted.
Article III – Permits & Applications; HPRB review of Accessory Structures	Concerns expressed about HPRB reviewing all accessory structures, even those not seen from the public right-of-way, within the OH District. This may become an enforcement issue due to privacy laws. Desire language that allows review only if the accessory structure is blocked from view by vegetation and not review those blocked by structures such as fences, walls, and buildings.	Text allowing review of all accessory structures will be removed. BG will work with staff to craft language allowing the HPRB to review accessory structures in the OH district which cannot be seen from the public right-of-way due to vegetation.
Article IV – Zoning Districts	Agreement to incorporate the district standards changes proposed by the PC at their August 29 th meeting. Changes include: measuring the front setback from the property line; removing minimum lot size for other permitted uses; maintaining lot size for single-family, two-family, and townhouses in the R-3; adding the R-5 and R-6 districts as drafted.	BG will incorporate the proposed text from the PC.
Article V – Special & Overlay Districts	General agreement with proposed text.	No action.
Zoning Map	General agreement with OH subdistrict mapping.	No action

Town of Abingdon Zoning & Subdivision Ordinance Update
Town Council Worksession #1 Summary
September 22, 2022



Next Steps

The Berkley Group will incorporate the non-substantive Planning Commission changes and the changes agreed upon by the Town Council. Next steps include:

- Worksession with Town Council to review Articles VI through XI
- Set Planning Commission public hearing date
- Provide public hearing draft of the Zoning and Subdivision Ordinance

Overview

The Town of Abingdon is updating, modernizing, and restructuring the zoning and subdivision ordinances into one seamless regulatory document. The revised zoning and subdivision ordinance will:

- Provide streamlined and user-friendly regulations;
- Incorporate best planning practices and current state code requirements;
- Address the goals and strategies identified in the Comprehensive Plan; and,
- Consider citizen needs and issues identified through the public engagement process.

This process is being guided by Town staff, the Planning Commission, and Town Council with opportunities for input from stakeholders and citizens. To review the Zoning and Subdivision Ordinance Open House draft and to stay updated on the project, visit: <https://abingdon-va.gov/zoning-subdivision-ordinance-update/>.

Agenda

The Zoning and Subdivision Ordinance drafting is complete. The ordinance articles have been compiled as a complete draft and is provided by Abingdon staff for your review. The October 20th meeting will include a focus on the major proposed changes to Article IV, Use Permissions through Article XI, Definitions. The following agenda is provided as an outline for discussion:

1. Schedule & Progress to Date – 5 minutes
2. Review Draft Ordinance – 50 minutes
 - a. Major Changes to Articles VI- XI
 - b. Final Edits
3. Next Steps – 5 minutes

1. Schedule & Progress to Date

Progress to date, in reverse chronological order, includes:

- **Town Council Worksession** – Town Council held a worksession in September to review and make edits to Articles I through V.
- **Abingdon Staff Review and Worksessions with Planning Commission** – Abingdon staff has conducted two additional worksessions with the Planning Commission, one in August and one in September, to review the full draft document and make edits. At these meetings, the Planning Commission recommended additional revisions that will be reviewed at tonight's Council worksession.
- **Public Open House** – The Berkley Group held an open house on July 25, 2022. The Zoning and Subdivision Ordinance draft was presented to the public. The event included question and answer time and an exit survey was provided in paper and online for those that wanted to provide comments and suggest edits. No comments were received on the exit survey.
- **Planning Commission Worksessions with Berkley Group** – Between April 2021 and June 2022, the Berkley Group facilitated five drafting worksessions with the Planning Commission to present ordinance revisions and receive feedback and policy direction.

- **Abingdon Staff Review and Worksessions with Planning Commission** – Beginning in January 2022, Abingdon staff conducted a full review of the ordinance and reviewed questions as needed during Planning Commission worksessions/meetings.
- **Public Engagement** – An online public survey was conducted between March 8-April 8. The Berkley Group also held stakeholder interviews and a public workshop on April 1, 2021, to collect feedback on priorities for the ordinance update.
- **Council Kickoff** – The Town Council kickoff was held on March 1, 2021. Town Council provided guidance on important land use and zoning issues as well as suggestions to consider during the public input phase and ordinance drafting.

2. Review Draft Ordinance

A. Major Changes to Articles VI-XI

As part of the Zoning and Subdivision Ordinance update, the ordinance has been holistically restructured for readability. The ordinance has been structured to contain 11 articles with divisions and sections, further dividing the article topics. Additionally, one of the greatest structural changes is the incorporation of the Subdivision Ordinance as an article of the Zoning Ordinance. The ordinance is available in its entirety online (<https://abingdon-va.gov/zoning-subdivision-ordinance-update/>) or by contacting Abingdon staff.

A summary memo of the major changes from the existing ordinances to the proposed ordinance is provided in **Attachment A**. This memo is reflective of changes leading to the Open House and does not include changes the Planning Commission (PC) has been discussing in the two subsequent worksessions. The goal of this Council worksession will be to review articles VI-XI, consider the changes highlighted in the summary memo and major changes recently proposed by the PC, and to come to consensus on these articles for the public hearing draft.

During the September PC worksession, staff and the PC reviewed articles VI-XI and discussed additional changes. A redline version is being provided by Abingdon staff. Most of the changes clarify text and will be incorporated into the public hearing draft. The most substantial changes that the PC is proposing are in Article VII – Use Performance Standards and Article VIII – Community Design Standards. These changes include:

Use Performance Standards

- **Adding Cottage Housing Development as a special use and including use performance standards.** The use is being provided as a special use in higher density residential districts and the B-1 and B-2 district. The standards include density, lot size, height limit, setbacks, and design requirements. However, it should be noted that the Planning Commission is still considering this use and the provided use standards. During their October 24th meeting, the Planning Commission will reach a final consensus on this use which may include additional edits to the draft – or removing this as a use until further refined and conducting a Zoning Text Amendment at a later date.

Community Design Standards

- **Signs have been amended by staff and Planning Commission to reflect current enforcement issues, interpretation challenges, and permit requests.** The division of sign regulations was drafted prior to this ordinance rewrite project. Since that time, the regulations have been utilized and necessary changes have been identified. Abingdon staff will discuss these desired changes during the worksession.

B. Final Edits

This is the final Town Council worksession prior to the Planning Commission setting a public hearing for the draft ordinance. **Are there additional items the Town Council or Town Attorney would like to discuss and edit before the ordinance is scheduled for public hearing?**

3. Next Steps

The Berkley Group will incorporate revisions from this worksession into the Zoning and Subdivision Ordinance. Next steps in the process include:

- November – Planning Commission Public Hearing and Recommendation.
- December – Town Council Public Hearing and Adoption.

Draft Zoning Ordinance Changes

The following list highlights major changes made to the Abingdon Zoning and Subdivision Ordinance as advised by the Planning Commission and Town Council since the start of the project in February 2021. The Planning Commission held five (5) worksessions with Berkley Group staff to direct, review and edit the proposed draft. The Planning Commission held additional sessions with Abingdon staff, and Town Council direction has been sought on controversial topics. This list is not exhaustive; it excludes editorial changes and constitutes the most substantive changes.

General Organization and Updates

- The existing ordinance was structurally reorganized. Articles and sections were analyzed for cohesive flow, clarity, compliance with the Code of Virginia, best practice, and Town Council, Planning Commission, and community input. The analysis and input resulted in the rearrangement (portions of existing Articles moving to new Articles), edit (changing of phrase or values for clarity, Code compliance, and community fit), and/or removal of items (deletion for Code compliance and community fit).

Article I. – In General

- Consolidated and updated existing Article I – Authority and Article XXV – Amendments, Administration, and Interpretation.
- Updated with Code of Virginia requirements and references.
 - Expanded the purpose to include all items in the Code of Virginia.
 - Utilize text from the Code of Virginia for the Authority and Applicability sections.

Article II. – Administration

- Consolidated and updated existing Article XXII – Provisions for Appeal, Article XXIV – Violations and Penalty, and Article XXV – Amendments, Administration, and Interpretation.
- Added duties of the Subdivision Agent because the Subdivision Ordinance is becoming an article of the Zoning Ordinance.
- Added five duties (items 5-9) to the Historic Preservation Review Board related to consideration of additional historic areas and structures. These are best practices for similar localities.
- Fees are recommended to be adopted as a schedule in a separate ordinance rather than listing fees in the zoning ordinance. This allows all fees to reside in one document and provides the Council with the ability to hold a public hearing and update as needed.
- Added new requirement, per the Code of Virginia, that all delinquent taxes and charges be paid prior to the initiation of an application or appeal.

Article III. – Permits and Applications

- Utilized existing Article XVII – General Provisions and updated with Code of Virginia requirements and references.
- Added standards and procedures for Zoning Text and Map Amendments as outlined in the Code of Virginia.
- Added text allowing Conditional Zoning and Proffers. This text can be utilized to allow rezonings while also addressing impacts to the community.
- Added text to address Variance requests holistically, instead of only addressing for floodplains and the entrance corridor overlay.

- Consolidated the requirements for Certificates of Appropriateness (COA) into one division for readability and administration.
- Consolidated the requirements for Site Plans into one division for readability and administration.
- Added procedures and standards for Written Determinations.

Article IV. – Zoning Districts

- Articles for the agriculture, residential, business, and industrial districts have been consolidated into one article and separated by divisions.
- Grouped all district purpose and intent statements together, created tables of dimensional requirements, and created illustration examples for each district.
- R-3, High Density Residential District lot area minimums and lot frontages reduced based on Planning Commission discussions, similar localities, and the desire for greater density in this district.
 - Reduced the minimum lot area for single-family dwellings from 8,500 sq. ft. to 6,000 sq. ft.
 - Reduced the minimum lot area for two-family dwellings from 10,000 sq. ft. to 8,000 sq. ft.
 - Reduced the minimum lot frontage and lot width for single-family dwellings from 70 ft. to 60 ft. and from 80 ft. to 70 ft. for other permitted uses.
 - Minimum open space requirement of 20% added to maintain character and ensure adequate light and air.
- R-4, Mixed Residential District lot area minimums and lot frontages reduced based on Planning Commission discussions, similar localities, and the desire for greater density in this district.
 - Reduced the minimum lot area for single-family dwellings from 8,500 sq. ft. to 6,000 sq. ft.
 - Reduced the minimum lot area for two-family dwellings from 10,000 sq. ft. to 8,000 sq. ft.
 - Reduced the minimum lot frontage and lot width for single-family dwellings from 70 ft. to 50 ft. and from 80 ft. to 70 ft. for other permitted uses.
 - Minimum open space requirement of 20% added to maintain character and ensure adequate light and air.
- B-1, Limited Business lot area and frontage minimum for single-family dwellings reduced for consistency with the R-3 and R-4 districts.

Article V. – Special and Overlay Districts

- Articles for the Old and Historic, Downtown Arts and Cultural, Planned Unit Development, Planned Technology, Flood Hazard Overlay, Airport Overlay, and Historic Entrance Corridor Overlay districts have been consolidated into one article and separated by divisions.
- Removed the Downtown Arts and Culture District. This district was not being utilized and no incentives were in place to warrant the use of this district.
- OH, Old and Historic District.
 - Subdistricts were consolidated from 15 subdistricts to 5 subdistricts and include specific purpose and intent statements.
- PTD, Planned Technology District.
 - Reorganized for readability and includes a table of site development regulations.
 - A minimum open space requirement of 20% was added.
- PUD, Planned Unit Development District.
 - Amended to allow commercial uses to be built earlier during the construction of the PUD.
 - Increased density from 14 units per acre to 20 units per acre to align with Comprehensive Plan to make housing more accessible and affordable.
 - Reduced the minimum area from 5 acres to 3 acres for compatibility with town development.
- Flood Hazard Overlay.

- Reorganized for readability and text modified and added for compliance with State and Federal regulations, including the 2017 floodplain model ordinance provided by the Virginia Department of Conservation and Recreation.
- Historic District Entrance Corridor Overlay District.
 - Previously provided with Site Plans. The text has been moved for transparency and ease of administration. The required permits are supplied in Article III – Permits and Applications and design requirements are provided in Article VIII – Community Design Standards.

Article VI. – Use Permissions

- Created two matrices of uses; one matrix for the Old and Historic Subdistricts and one matrix for all of the other districts. These matrices provide a list of all permitted uses in the Town and identified whether the use is allowed by-right, by special use permit or not permitted in each zoning district. The matrix also identifies when the use has performance standards and references the pertinent ordinance section.
- Consolidated similar uses and terms. Examples include, but are not limited to:
 - Bowling alleys, video game rooms, skating rink; public billiard parlors and pool rooms, and similar forms of amusement; theatres; and video game rooms combined into the broader term Commercial indoor recreation/amusement.
 - Barber and beauty shops; barbershops, beauty parlors and similar personal service; beauty salons; custom dressmaking, millinery, tailoring or similar retail trades employing not more than 5; laundry and dry cleaning establishments, including pickup stations; personal service; pick-up laundry and dry cleaning stations, laundromat combined into the broader term Personal services.
 - Assembly of electrical appliances, electronic instruments and devices, radios and phonographs, including the manufacture of small parts; enterprises engaged in the process, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products, from processed or previously manufactured materials; light industry; Manufacture of musical instruments, toys, novelties, and rubber and metal stamps; manufacturing or assembling of products from the following materials: cellophane, canvas, cloth, cord, fiber, glass, leather, paper, plastic, straw, textiles, wood or yarn; manufacturing, compounding, processing, packaging or treating of such products as bakery goods, candy, cosmetics, dairy products, drugs, perfumes, pharmaceuticals, perfumed toilet soap, toiletries, food and tobacco products combined into the broader term Manufacturing, light.
- Added modern uses, such as but not limited to:
 - Brewery
 - Mobile vending
 - Short-term rental
- Added uses required by the Code of Virginia, including but not limited to:
 - Day care, family home (1-4 children)
 - Day care, family home (5-12 children)
 - Family health care structure, temporary
 - Amateur radio antennas
- Changed use permissions based on best practice, district intent statements, and feedback from the community, staff, and Planning Commission.

Article VII. – Use Performance Standards

- Added use performance standards, which provide additional requirements to address potential impacts from uses. Performance standards typically regulate the location, design, and intensity of a use. Some of the uses with performance standards include but are not limited to:
 - Accessory dwelling unit
 - Agriculture
 - Agritourism
 - Home occupations
 - Kennel, commercial
 - Mobile vending
 - Short-term rental
 - Stable, commercial
 - Store, general
 - Warehousing and distribution
 - Wireless facility, broadcasting, or communication tower

Article VIII. – Community Design Standards

- Utilized existing Article XVII – General Provisions and Article XXI – Signs, as well as landscaping standards that were scattered throughout the Ordinance, for the drafting of this Article.
- Lighting created as a division of this Article.
 - New standards created providing applicability and exemptions.
 - New standards for design including limiting the height to 30 feet in industrial districts and 20 feet in other districts.
- Landscaping, Walls, and Fences edited with increases to landscaping requirements and specific fence requirements.
 - Specific Entrance Corridor Overlay Landscaping requirements including right-of-way landscaping at least 10 feet wide with 1 deciduous tree, 3 ornamental trees, 3 shrubs, and other ground cover at least every 40 feet.
 - Dumpster, mechanical and utility equipment required to be screened from on-site and off-site views.
 - Parking lot landscape buffers to include 1 deciduous tree every 40 feet, and landscaped parking islands required for lots exceeding 20 parking spaces.
 - Fence height limits in residential districts of 4 feet between the front of the building and the street front and 7 feet for the sides and rear of buildings. Fences in business districts are limited to 8 feet in height.
 - Fences located along a single lot shall have a uniform style, material and color. All fences must be maintained in good repair.
- Parking and loading requirements drafted to allow the joint use of space for uses with different peak parking demands. Minimum number of required parking spaces edited for consistency and best practice.
- Signs were previously drafted and adopted by the Town. However, the Planning Commission and Town Council are currently considering amendments which are available for review in the Office of Community Development. If directed by Town Council, these amendments may be incorporated into this draft Zoning and Subdivision Ordinance.

Article IX. – Nonconforming Uses, Lots, and Structures

- Utilized existing Article XVI – Nonconforming Uses and organized Article to also include nonconforming lots and nonconforming structures.

- Updated with Code of Virginia requirements including the replacement of mobile homes.
- Included text to allow nonconforming structures to conduct full internal remodel.

Article X. – Subdivision

- Moving the Subdivision Ordinance into the Zoning Ordinance as an article.
- Structurally reorganized for readability and ease of administration.
- Changed authority of street (including sidewalks) requirements and major subdivision (3 or more lots) approvals to the Town Council instead of the Planning Commission.
- Updated in accordance with the Code of Virginia to no longer require preliminary plats for subdivisions of 50 or fewer lots.
- Allow administrative approval of boundary line adjustments and minor subdivisions (a division of a tract into 2 lots).

Article XI. – Definitions

- Incorporated applicable definitions from the subdivision ordinance.
- Definitions have been updated for clarity and for consistency with the use matrix and district regulations. Each use within the ordinance has a definition. District regulation terminology is clearly defined for administration.
- Added definitions based on Code of Virginia.
 - Family health care structure, temporary
 - Small cell facility

Appendix X – Acceptable Landscaping Plants

- This appendix includes lists of acceptable trees, shrubs, and ground cover. It has been reviewed by Town Staff and is not proposed with edits.

Draft Zoning Map Changes

Old and Historic District

- The Old and Historic District is the only district with proposed map changes. The boundaries of the Old and Historic District are not proposed to change. However, the district currently has 15 subdistricts which are proposed to be consolidated into 5 subdistricts.
 - Existing subdistricts 1, 2, 3, 4, 5, and 6 are consolidated into OH-1, Civic/Business-Focused.
 - Existing subdistricts 7, 9, 10, 11, and 12 are consolidated into OH-2, Residential-Focused.
 - Existing subdistricts 13 and 14 are consolidated into OH-3, Artisan-Focused.
 - Existing subdistrict 8 is becoming OH-4, Sinking Spring Cemetery.
 - Existing subdistrict 15 is becoming OH-5, Muster Grounds.

Town of Abingdon Zoning and Subdivision Update
Public Open House – Summary Memo
July 25, 2022



Below is a table identifying each parcel with its proposed subdistrict change. The parcels are grouped based on the existing subdistrict and indicate the proposed new subdistrict. The subdistricts are also mapped for review.

Parcel Number	Existing Subdistrict	Proposed Subdistrict
012-1-121	1	OH-1, Civic/ Business - Focused
012-1-122	1	OH-1, Civic/ Business - Focused
012-1-123	1	OH-1, Civic/ Business - Focused
012-1-124	1	OH-1, Civic/ Business - Focused
012-1-125	1	OH-1, Civic/ Business - Focused
012-1-125A	1	OH-1, Civic/ Business - Focused
012-1-100	2	OH-1, Civic/ Business - Focused
012-1-101	2	OH-1, Civic/ Business - Focused
012-1-102	2	OH-1, Civic/ Business - Focused
012-1-103	2	OH-1, Civic/ Business - Focused
012-1-104	2	OH-1, Civic/ Business - Focused
012-1-107	2	OH-1, Civic/ Business - Focused
012-1-97	2	OH-1, Civic/ Business - Focused
012-1-99	2	OH-1, Civic/ Business - Focused
012-1-99A	2	OH-1, Civic/ Business - Focused
013-1-100	3	OH-1, Civic/ Business - Focused
013-1-101	3	OH-1, Civic/ Business - Focused
013-1-102	3	OH-1, Civic/ Business - Focused
013-1-104	3	OH-1, Civic/ Business - Focused
013-1-105	3	OH-1, Civic/ Business - Focused
013-1-106	3	OH-1, Civic/ Business - Focused
013-1-107A	3	OH-1, Civic/ Business - Focused
013-1-108	3	OH-1, Civic/ Business - Focused
013-1-109	3	OH-1, Civic/ Business - Focused
013-1-110	3	OH-1, Civic/ Business - Focused

Parcel Number	Existing Subdistrict	Proposed Subdistrict
013-1-111	3	OH-1, Civic/ Business - Focused
013-1-111A	3	OH-1, Civic/ Business - Focused
013-1-112	3	OH-1, Civic/ Business - Focused
013-1-113	3	OH-1, Civic/ Business - Focused
013-1-114	3	OH-1, Civic/ Business - Focused
013-1-115	3	OH-1, Civic/ Business - Focused
013-1-116	3	OH-1, Civic/ Business - Focused
013-1-117	3	OH-1, Civic/ Business - Focused
013-1-92	3	OH-1, Civic/ Business - Focused
013-1-93	3	OH-1, Civic/ Business - Focused
013-1-94	3	OH-1, Civic/ Business - Focused
013-1-95	3	OH-1, Civic/ Business - Focused
013-1-96	3	OH-1, Civic/ Business - Focused
013-1-97	3	OH-1, Civic/ Business - Focused
013-1-98	3	OH-1, Civic/ Business - Focused
013-1-99	3	OH-1, Civic/ Business - Focused
013-1-54	4	OH-1, Civic/ Business - Focused
013-1-55	4	OH-1, Civic/ Business - Focused
013-1-56	4	OH-1, Civic/ Business - Focused
013-1-57	4	OH-1, Civic/ Business - Focused
013-1-58	4	OH-1, Civic/ Business - Focused
013-1-59	4	OH-1, Civic/ Business - Focused
013-1-60	4	OH-1, Civic/ Business - Focused
013-1-61	4	OH-1, Civic/ Business - Focused
013-1-62	4	OH-1, Civic/ Business - Focused

Town of Abingdon Zoning and Subdivision Update
Public Open House – Summary Memo
July 25, 2022



Parcel Number	Existing Subdistrict	Proposed Subdistrict
013-1-63	4	OH-1, Civic/ Business - Focused
013-1-64	4	OH-1, Civic/ Business - Focused
013-1-65	4	OH-1, Civic/ Business - Focused
013-1-66	4	OH-1, Civic/ Business - Focused
013-1-67	4	OH-1, Civic/ Business - Focused
013-1-68	4	OH-1, Civic/ Business - Focused
013-1-69	4	OH-1, Civic/ Business - Focused
013-1-70	4	OH-1, Civic/ Business - Focused
013-1-71	4	OH-1, Civic/ Business - Focused
012-1-74	5	OH-1, Civic/ Business - Focused
012-1-75	5	OH-1, Civic/ Business - Focused
012-1-76	5	OH-1, Civic/ Business - Focused
012-1-77	5	OH-1, Civic/ Business - Focused
012-1-78	5	OH-1, Civic/ Business - Focused
012-1-79	5	OH-1, Civic/ Business - Focused
012-1-80	5	OH-1, Civic/ Business - Focused
012-1-83	5	OH-1, Civic/ Business - Focused
012-1-84	5	OH-1, Civic/ Business - Focused
012-1-85	5	OH-1, Civic/ Business - Focused
012-1-86	5	OH-1, Civic/ Business - Focused
012-1-87	5	OH-1, Civic/ Business - Focused
012-1-88	5	OH-1, Civic/ Business - Focused
012-1-89	5	OH-1, Civic/ Business - Focused
012-1-89A	5	OH-1, Civic/ Business - Focused
012-1-91	5	OH-1, Civic/ Business - Focused
012-1-91A	5	OH-1, Civic/ Business - Focused

Parcel Number	Existing Subdistrict	Proposed Subdistrict
012-1-92	5	OH-1, Civic/ Business - Focused
012-1-93	5	OH-1, Civic/ Business - Focused
012-1-94	5	OH-1, Civic/ Business - Focused
012-1-71	6	OH-1, Civic/ Business - Focused
012-1-72	6	OH-1, Civic/ Business - Focused
012-1-73	6	OH-1, Civic/ Business - Focused
012-1-39	7	OH-2, Residential- Focused
012-1-40	7	OH-2, Residential- Focused
012-1-41	7	OH-2, Residential- Focused
012-1-42	7	OH-2, Residential- Focused
012-1-42A	7	OH-2, Residential- Focused
012-1-43	7	OH-2, Residential- Focused
012-1-44	7	OH-2, Residential- Focused
013-1-10	7	OH-2, Residential- Focused
013-1-12	7	OH-2, Residential- Focused
013-1-13	7	OH-2, Residential- Focused
013-1-14	7	OH-2, Residential- Focused
013-1-15	7	OH-2, Residential- Focused
013-1-16	7	OH-2, Residential- Focused
013-1-17	7	OH-2, Residential- Focused
013-1-9	7	OH-2, Residential- Focused
013-1-18	7	OH-2, Residential- Focused
013-1-19	7	OH-2, Residential- Focused
013-1-2	7	OH-2, Residential- Focused
013-1-3	7	OH-2, Residential- Focused
013-1-33	7	OH-2, Residential- Focused

Town of Abingdon Zoning and Subdivision Update
Public Open House – Summary Memo
July 25, 2022



Parcel Number	Existing Subdistrict	Proposed Subdistrict
013-1-34	7	OH-2, Residential-Focused
013-1-35	7	OH-2, Residential-Focused
013-1-36	7	OH-2, Residential-Focused
013-1-37	7	OH-2, Residential-Focused
013-1-38	7	OH-2, Residential-Focused
013-1-4	7	OH-2, Residential-Focused
013-1-40	7	OH-2, Residential-Focused
013-1-41	7	OH-2, Residential-Focused
013-1-42	7	OH-2, Residential-Focused
013-1-43	7	OH-2, Residential-Focused
013-1-44	7	OH-2, Residential-Focused
013-1-45	7	OH-2, Residential-Focused
013-1-46	7	OH-2, Residential-Focused
013-1-48	7	OH-2, Residential-Focused
013-1-49	7	OH-2, Residential-Focused
013-1-4A	7	OH-2, Residential-Focused
013-1-5	7	OH-2, Residential-Focused
013-1-50	7	OH-2, Residential-Focused
013-1-51	7	OH-2, Residential-Focused
013-1-52	7	OH-2, Residential-Focused
013-1-53	7	OH-2, Residential-Focused
013-1-8	7	OH-2, Residential-Focused
013-3-36	7	OH-2, Residential-Focused
013-3-42	7	OH-2, Residential-Focused
013-3-43A	7	OH-2, Residential-Focused
013-3-47A	7	OH-2, Residential-Focused

Parcel Number	Existing Subdistrict	Proposed Subdistrict
013-3-48A	7	OH-2, Residential-Focused
013-3-51A	7	OH-2, Residential-Focused
010-1-33A	8	OH-4, Sinking Spring Cemetery
010-1-34	8	OH-4, Sinking Spring Cemetery
011-1-70	8	OH-4, Sinking Spring Cemetery
011-1-71	8	OH-4, Sinking Spring Cemetery
011-1-72	8	OH-4, Sinking Spring Cemetery
011-1-77	8	OH-4, Sinking Spring Cemetery
011-1-73	8	OH-4, Sinking Spring Cemetery
011-4-30	8	OH-4, Sinking Spring Cemetery
42001?	8	OH-4, Sinking Spring Cemetery
011-1-98	9	OH-2, Residential-Focused
011-1-99	9	OH-2, Residential-Focused
011-1-88	9	OH-2, Residential-Focused
011-1-90	9	OH-2, Residential-Focused
011-1-91	9	OH-2, Residential-Focused
011-1-92	9	OH-2, Residential-Focused
011-1-93	9	OH-2, Residential-Focused
011-1-94	9	OH-2, Residential-Focused
011-1-95	9	OH-2, Residential-Focused
011-1-96	9	OH-2, Residential-Focused
011-1-97	9	OH-2, Residential-Focused
011-7-1	9	OH-2, Residential-Focused
011-7-2	9	OH-2, Residential-Focused
011-7-3	9	OH-2, Residential-Focused
011-7-4	9	OH-2, Residential-Focused

Town of Abingdon Zoning and Subdivision Update
Public Open House – Summary Memo
July 25, 2022



Parcel Number	Existing Subdistrict	Proposed Subdistrict
011-7-5	9	OH-2, Residential-Focused
012-1-64	9	OH-2, Residential-Focused
012-1-65	9	OH-2, Residential-Focused
012-1-66	9	OH-2, Residential-Focused
012-1-67	9	OH-2, Residential-Focused
011-5-100	10	OH-2, Residential-Focused
011-5-102	10	OH-2, Residential-Focused
011-5-102A	10	OH-2, Residential-Focused
011-5-103	10	OH-2, Residential-Focused
011-5-104	10	OH-2, Residential-Focused
011-5-105	10	OH-2, Residential-Focused
011-5-106	10	OH-2, Residential-Focused
011-5-107	10	OH-2, Residential-Focused
011-5-108	10	OH-2, Residential-Focused
011-5-109	10	OH-2, Residential-Focused
011-5-110	10	OH-2, Residential-Focused
011-5-111	10	OH-2, Residential-Focused
011-5-112A	10	OH-2, Residential-Focused
011-5-113	10	OH-2, Residential-Focused
011-5-119	10	OH-2, Residential-Focused
011-5-119A	10	OH-2, Residential-Focused
011-5-120	10	OH-2, Residential-Focused
011-5-120A	10	OH-2, Residential-Focused
011-5-121	10	OH-2, Residential-Focused
011-5-122	10	OH-2, Residential-Focused
011-6-1	10	OH-2, Residential-Focused

Parcel Number	Existing Subdistrict	Proposed Subdistrict
012-1-10	10	OH-2, Residential-Focused
012-1-11	10	OH-2, Residential-Focused
012-1-11A	10	OH-2, Residential-Focused
012-1-23	10	OH-2, Residential-Focused
012-1-24	10	OH-2, Residential-Focused
012-1-25	10	OH-2, Residential-Focused
012-1-26	10	OH-2, Residential-Focused
012-1-27	10	OH-2, Residential-Focused
012-1-28	10	OH-2, Residential-Focused
012-1-28A	10	OH-2, Residential-Focused
012-1-29	10	OH-2, Residential-Focused
012-1-30	10	OH-2, Residential-Focused
012-1-31	10	OH-2, Residential-Focused
012-1-46	10	OH-2, Residential-Focused
012-1-47	10	OH-2, Residential-Focused
012-1-48	10	OH-2, Residential-Focused
012-1-49	10	OH-2, Residential-Focused
012-1-50	10	OH-2, Residential-Focused
012-1-51	10	OH-2, Residential-Focused
012-1-52	10	OH-2, Residential-Focused
012-1-53	10	OH-2, Residential-Focused
012-1-54	10	OH-2, Residential-Focused
012-1-55	10	OH-2, Residential-Focused
012-1-55A	10	OH-2, Residential-Focused
012-1-56	10	OH-2, Residential-Focused
012-1-57	10	OH-2, Residential-Focused

Town of Abingdon Zoning and Subdivision Update
Public Open House – Summary Memo
July 25, 2022



Parcel Number	Existing Subdistrict	Proposed Subdistrict
012-1-58	10	OH-2, Residential-Focused
012-1-58A	10	OH-2, Residential-Focused
012-1-59	10	OH-2, Residential-Focused
012-1-60	10	OH-2, Residential-Focused
012-1-61	10	OH-2, Residential-Focused
012-1-62	10	OH-2, Residential-Focused
012-1-63	10	OH-2, Residential-Focused
012-1-8	10	OH-2, Residential-Focused
012-1-9	10	OH-2, Residential-Focused
012-10-1	10	OH-2, Residential-Focused
012-10-2	10	OH-2, Residential-Focused
012-6-1	10	OH-2, Residential-Focused
012-6-11	10	OH-2, Residential-Focused
012-6-3	10	OH-2, Residential-Focused
012-6-3A	10	OH-2, Residential-Focused
012-6-5A	10	OH-2, Residential-Focused
012-6-7	10	OH-2, Residential-Focused
012-6-8	10	OH-2, Residential-Focused
012-6-9	10	OH-2, Residential-Focused
011-5-111A	10	OH-2, Residential-Focused
005-1-25	11	OH-2, Residential-Focused
005-1-26	11	OH-2, Residential-Focused
005-1-28	11	OH-2, Residential-Focused
005-1-29	11	OH-2, Residential-Focused
005-1-30	11	OH-2, Residential-Focused
005-1-31	11	OH-2, Residential-Focused

Parcel Number	Existing Subdistrict	Proposed Subdistrict
013-1-20	11	OH-2, Residential-Focused
013-1-21	11	OH-2, Residential-Focused
013-1-22	11	OH-2, Residential-Focused
013-1-23	11	OH-2, Residential-Focused
013-1-24	11	OH-2, Residential-Focused
013-1-25	11	OH-2, Residential-Focused
013-1-26	11	OH-2, Residential-Focused
013-1-26A	11	OH-2, Residential-Focused
013-1-26B	11	OH-2, Residential-Focused
013-1-27	11	OH-2, Residential-Focused
013-1-28	11	OH-2, Residential-Focused
013-1-29	11	OH-2, Residential-Focused
013-1-30	11	OH-2, Residential-Focused
013-1-31	11	OH-2, Residential-Focused
013-3-61	11	OH-2, Residential-Focused
013-3-64	11	OH-2, Residential-Focused
013-3-66A	11	OH-2, Residential-Focused
013-3-68A	11	OH-2, Residential-Focused
013-4-1	11	OH-2, Residential-Focused
013-4-2	11	OH-2, Residential-Focused
013-5-1	11	OH-2, Residential-Focused
013-5-2A	11	OH-2, Residential-Focused
013-5-3	11	OH-2, Residential-Focused
013-5-4	11	OH-2, Residential-Focused
012-7-2	12	OH-2, Residential-Focused
013-10-1	12	OH-2, Residential-Focused

Town of Abingdon Zoning and Subdivision Update
Public Open House – Summary Memo
July 25, 2022



Parcel Number	Existing Subdistrict	Proposed Subdistrict
013-10-4	12	OH-2, Residential-Focused
019-2-15	12	OH-2, Residential-Focused
020-1-2	12	OH-2, Residential-Focused
021-1-1A	12	OH-2, Residential-Focused
021-1-1B	12	OH-2, Residential-Focused
021-1-4	12	OH-2, Residential-Focused
021-2-5	12	OH-2, Residential-Focused
021-2-6	12	OH-2, Residential-Focused
021-2-7	12	OH-2, Residential-Focused
021-8-4	12	OH-2, Residential-Focused
021-8-5	12	OH-2, Residential-Focused
105-A-40	12	OH-2, Residential-Focused
019-2-16	13	OH-3, Artisan-Focused
019-2-17	13	OH-3, Artisan-Focused
019-2-17A	13	OH-3, Artisan-Focused
019-2-18	13	OH-3, Artisan-Focused
019-1-42	14	OH-3, Artisan-Focused
019-1-43	14	OH-3, Artisan-Focused
019-1-44	14	OH-3, Artisan-Focused
019-1-44A	14	OH-3, Artisan-Focused
017-1-37	15	OH-5, Muster Grounds
017-7-108	15	OH-5, Muster Grounds
017-7-110	15	OH-5, Muster Grounds
017-7-112	15	OH-5, Muster Grounds



GUIDE TO NONCONFORMITIES



What Are Legally Nonconforming Lots, Structures, and Uses?

Legally nonconforming lots, structures, and uses are those which were **legally established** according to applicable zoning laws at the time that the structure, lot, or use began, but which **do not meet current zoning regulations**. Often, these situations are referred to as “grandfathered” lots, structures, or uses.



State Code Section § 15.2-2307 allows localities to permit nonconforming lots, structures, and uses to continue, provided they are not enlarged, extended, reconstructed, or structurally altered unless such changes comply with current zoning regulations. State Code provides for special considerations where a locality has issued permits and/or all local taxes have been paid for the previous fifteen years.

How Do Lots, Structures, or Uses Become Nonconforming?

When a locality amends its zoning ordinance and the new zoning regulations are **more restrictive**, some existing lots, structures, or uses may not be in conformance with the new regulations.

Examples of more-restrictive regulations:

- Increase minimum lot area
- Increase minimum lot frontage
- Decrease maximum height
- Increase minimum setbacks
- Change of district uses

Lots

Some communities require a variance to develop a vacant nonconforming lot. Others may allow development without a variance if setback or other requirements are met.

Reconstruction, alteration, or expansion of an existing building on a nonconforming lot should not increase the nonconformity.

Example of a nonconforming lot:

If a lot was legally divided and recorded at 2 acres, but due to zoning amendments, the minimum lot size is increased to 3 acres, the lot becomes a nonconforming lot. The lot is allowed to be used and built on if other regulations are met.

Structures

State Code requires that if a nonconforming structure is damaged or destroyed by fire, natural disaster or other act of God, such structure may be repaired, rebuilt or replaced in a manner which would eliminate or reduce nonconforming features without the need for a variance.

If the damage is greater than 50 percent, a structure may be repaired, rebuilt or replaced even if the reconstruction is to its original nonconforming condition without the need for a variance. Any reconstruction must be in compliance with building and floodplain regulations.

See page 2 for an example of a nonconforming structure.

Uses

State Code requires for a locality to permit the continuation of a nonconforming use if the use is not discontinued for longer than two years and structures are maintained. When a nonconforming use is discontinued for more than two years, its nonconforming status is lost and the use can not then be resumed.

Example of a nonconforming use:

If a store is located in a district that once allowed commercial uses, but due to zoning amendments, commercial uses are no longer permitted, the store will become a nonconforming use. The store is allowed to remain operable, so long as the store is not closed for business for longer than a two year period.

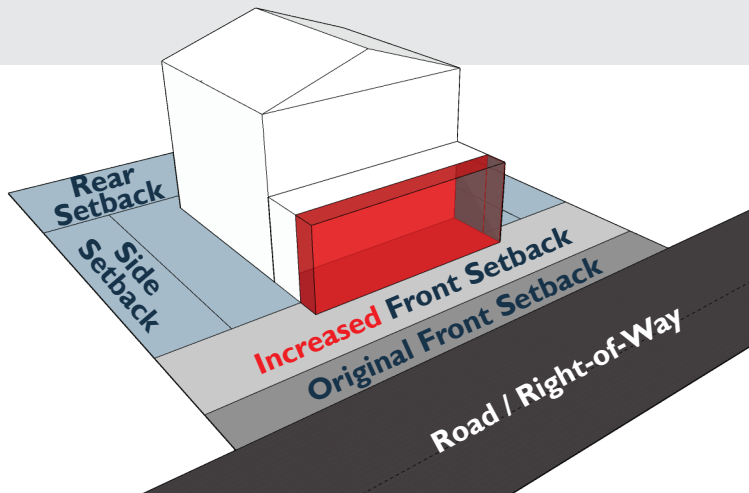


GUIDE TO NONCONFORMITIES

How Does a Structure Become Nonconforming?

In this example, a citizen owns property in a residential district. When the home was built, it complied with the existing setbacks. When the zoning ordinance was amended, some setback regulations became **more restrictive**. The **front setback was increased** an additional fifteen feet, resulting in a more restrictive setback.

As a result, the house no longer meets the setback and becomes a nonconforming structure.



Original Front Setback:

30' Minimum

Side Setback:

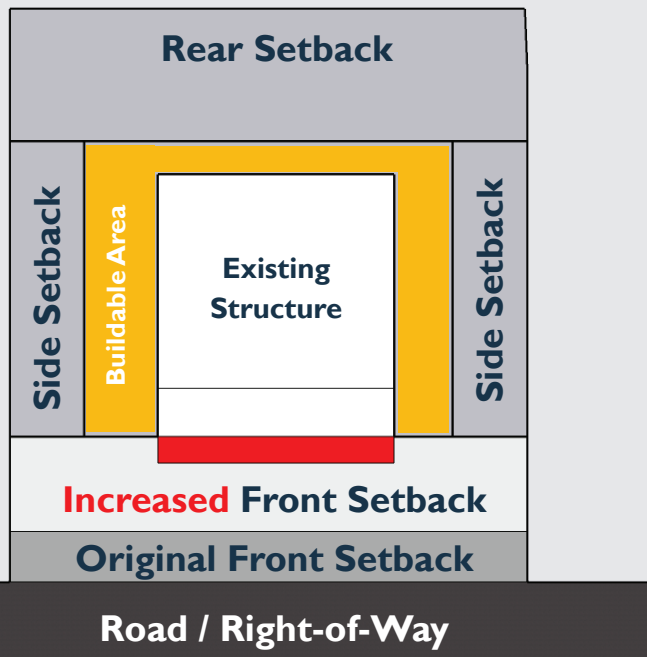
15' Minimum

Rear Setback:

15' Minimum

Increased Front Setback:

45' Minimum



How Do I Expand My Nonconforming Structure?

Where there is interest in expanding a nonconforming structure, a lot may be enlarged to provide more space. Otherwise, additions would need to fit outside of the remaining setback boundaries.

In this diagram, the portion of the structure shown in red extends into the increased front setback. Areas where an expansion is permitted are identified in yellow.

Note:

This is a generalized example. Specific requirements vary from community to community. Requirements may include square footage caps on expansions or the need for a variance.