



**TOWN OF ABINGDON, VIRGINIA
TOWN COUNCIL MEETING
MONDAY, NOVEMBER 13, 2023 – 6:30 pm
TOWN HALL – COUNCIL CHAMBERS**

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 Pillion
- B. ROLL CALL** – Kim Kingsley, Clerk
- C. PLEDGE OF ALLEGIANCE** – Councilmember Wayne Austin
- D. PRAYER** – Brad Farmer, Executive Director, Faith In Action
- E. APPROVAL OF AGENDA** – Mayor Pillion
- F. APPROVAL OF MINUTES**
 - October 3, 2023
 - October 19, 2023
- G. 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)
- H. PROCLAMATIONS**
- I. PUBLIC HEARING** - Please place your name on the sign-up sheet provided; comments are limited to five (5) minutes per person.
 1. Proposed special use permit to renovate the existing digital marquee sign located at Jonesboro Road and VHCC Drive intersection, specifically at the entrance to Virginia Highlands Community College.
 2. Proposed special use permit for an accessory dwelling unit exceeding the maximum requirement of 800 square feet to provide additional space for handicap accessibility. The request total square footage is 985 sq. ft., 227 Stone Mill Road, Parcel No. 018-7-3.
 3. Proposed Zoning Text Amendment, Chapter 44. Land Use, Article VIII. Division 4. Signs, Sections 8-4-3, 8-4-4, 8-4-6, and Article XI. Definitions, Division I. In General, Section 11-1-2. General and use definitions.

J. RESOLUTIONS

1. Resolution declaring the Council's support for naming the Interstate 81 bridge over Cummings Street (Exit 17) the "Master Firefighter Cameron B. Craig Memorial Bridge" and petitioning the Virginia Commonwealth Transportation Board to concur with the decision.
- *Mike Cochran, Town Manager*
2. Resolution approving proposed special use permit to renovate the existing digital marquee sign located at Jonesboro Road and VHCC Drive intersection, specifically at the entrance to Virginia Highlands Community College. – *Mayana Rice, Assistant Town Manager and Director of Community Development*
3. Resolution approving proposed special use permit for an accessory dwelling unit exceeding the Maximum requirement of 800 square feet to provide additional space for handicap accessibility. The request is total square footage is 985 sq. ft., 227 Stone Mill Road, Parcel No. 018-7-3. – *Mayana Rice, Assistant Town Manager and Director of Community Development*

K. FIRST READING OF ORDINANCES

1. An Ordinance for a Zoning Text Amendment, Chapter 44. Land Use, Article VIII. Division 4. Signs, Sections 8-4-3, 8-4-4, 8-4-6, and Article XI. Definitions, Division I. In General, Section 11-1-2. General and use definitions. - *Mayana Rice, Assistant Town Manager and Director of Community Development*

L. SECOND READING OF ORDINANCES

M. CONSIDERATION OF BIDS

N. NEW BUSINESS

1. Woodard & Curran quarterly update for Wolf Creek Reclamation Facility – *Ryan Sullivan, Woodard & Curran*
2. Approval of contract for The Meadows splashpad recirculation tank – *Mayana Rice, Assistant Town Manager and Director of Economic Development*
3. Presentation of the Sinking Spring Cemetery Master Plan – *Mayana Rice, Assistant Town Manager and Director of Economic Development*
4. Consideration of Agreement with Davis Brothers Roofing and Sheet Metal Fabricators, Inc. for Sinking Spring Cabin cedar shake roof system – *Mayana Rice, Assistant Town Manager and Director of Economic Development*

O. OLD BUSINESS

P. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER

1. Recognition of Treasurer, Tammy Baldwin, for thirty years of service to the Town
2. Recognition of employees of Green Acres Assisted Living and AFD members for response to fire at facility on October 17, 2023

Q. COUNCIL MEMBER REPORTS

R. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Sinking Spring Cemetery Committee
 - Appointment to fill the unexpired term of Richard Morgan, representative for Washington County Historic Society
 - Reappointment of John Legard, who is eligible to serve an additional term
2. Infrastructure Advisory Committee
 - Appointment to fill the expired term of Charlene Truhlik
 - Appointment to fill the expired term of Charlie Fugate
3. Tourism Advisory Committee

- Appointment to fill expired term of Morgan Egan, Barter Theatre representative advertised
- 4. Board of Zoning Appeals
 - Reappointment of Kenny Shuman, Representative for Planning Commission, who is eligible to serve an additional term
- 5. Historic Preservation Review Board
 - Reappointment of Betsy White, who is eligible to serve an additional term

If Council so desires, Closed Session pursuant to the Code of Virginia, 1950, as amended, Section 2.2-3711(A)(1) for the purpose of considering applications for appointment for position(s) on Sinking Spring Cemetery Committee, Infrastructure Advisory Committee, Tourism Advisory Committee, Board of Zoning Appeals and/or Historic Preservation Review Board

S. CLOSED SESSION

T. ADJOURNMENT

**TOWN OF ABINGDON
COUNCIL MEETING
TUESDAY, OCTOBER 3, 2023 – 6:30 pm
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

The meeting of the Abingdon Town Council was held on Tuesday, October 3, 2023, at 6:30 pm in the Council Chambers of the Municipal Building.

- A. WELCOME – *Mayor Pillion***
B. ROLL CALL

Members of Council Present:	Wayne Austin
	Donna Quetsch
	Derek Webb
	Vice Mayor Anderson
	Mayor Pillion

- C. PLEDGE OF ALLEGIANCE**
D. PRAYER
E. APPROVAL OF AGENDA (VIDEO 5:56 – 6:20)

On motion of Mr. Webb, seconded by Mr. Austin, approved the agenda as presented.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

- F. APPROVAL OF THE MINUTES (VIDEO 6:21 – 6:55)**
- September 5, 2023
 - September 21, 2023

On motion of Mrs. Quetsch, seconded by Vice Mayor Anderson, approved the September 5, 2023, and September 21, 2023, minutes as presented.

The roll call vote was as follows:

Mr. Austin	Aye
-------------------	------------

Mrs. Quetsch	Aye
Mr. Webb	Aye
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

G. PUBLIC COMMENTS (VIDEO 6:57 - 10:45)

- Eddie Copenhaver

H. PROCLAMATIONS (VIDEO 10:45 – 16:02)

1. Proclamation recognizing October 8 - 14, 2023, as Fire Prevention Week
"Cooking safely starts with YOU. Pay attention to fire prevention."

Mr. Austin read the Proclamation into record. Mayor Pillion presented members of the Abingdon Fire Department with a framed proclamation.

I. PUBLIC HEARING (VIDEO 16:05 – 25:45)

1. Proposed zoning map amendment to rezone the following structures/parcels from B-1 Limited Business and B-2 General Business to OH Old & Historic Tax parcels consisting of 8.584 acres.

121 Railroad Street (Parcel 013-1-120G)	0.38 acres
123 Railroad Street (Parcel 013-1-120F)	0.19 acres
124 Park Street (Parcel 013-1-120G)	0.38 acres
128 Park Street (Parcel 013-1-120F1)	0.201 acres
301 E. Main Street (Parcel 013-1-72)	0.116 acres
303 E. Main Street (Parcel 013-1-73A)	0.13 acres
304 E. Main Street (Parcel 013-1-87)	0.63 acres
309 E. Main Street (Parcel 013-1-74)	0.210 acres
314 E. Main Street (Parcel 013-1-89)	0.25 acres
315 E. Main Street (Parcel 013-1-75)	0.191 acres
322 E. Main Street (Parcel 013-1-88)	0.275 acres
324 E. Main Street (Parcel 013-1-88)	0.275 acres
Parcel 013-1-76	0.33 acres
332 E. Main Street (Parcel 013-1-84)	0.64 acres
335 E. Main Street (Parcel 013-1-78)	0.21 acres
341 E. Main Street (Parcel 013-1-79)	0.35 acres
343 E. Main Street (Parcel 013-1-80)	0.63 acres
350 E. Main Street (Parcel 013-1-83)	0.63 acres
360 E. Main Street (Parcel 013-1-82A)	0.22 acres
370 E. Main Street (Parcel 013-1-82)	0.58 acres
371 E. Main Street (Parcel 013-1-81)	0.241 acres
380 E. Main Street (Parcel 014-1-9)	0.51 acres
385 E. Main Street (Parcel 013-5-6)	0.35 acres

387 E. Main Street (Parcel 013-5-7)	0.34 acres
395 E. Main Street (Parcel 013-5-7)	0.34 acres
401 E. Main Street (Parcel 014-1-8)	0.33 acres
402 E. Main Street (Parcel 014-1-10)	0.29 acres
403 E. Main Street (Parcel 014-1-8)	0.33 acres
110 Deadmore Street (Parcel 014-1-8)	0.33 acres
115 Deadmore Street (Parcel 014-1-9)	0.51 acres
118 Deadmore Street (Parcel 014-1-10)	0.29 acres

Assistant Town Manager and Director of Community Development Mayana Rice provided the Council with information pertaining to the proposed zoning map amendment. Mrs. Rice said that the Comprehensive Plan supports the proposed change.

Mayor Pillion opened the public hearing. Byrum Geisler spoke in support of the proposed zoning amendment. Hearing no additional comments, Mayor Pillion closed the public hearing.

J. RESOLUTIONS

K. FIRST READING OF ORDINANCES (VIDEO 25:45 – 29:08)

1. An Ordinance to amend the Zoning Map Classification for Parcel Numbers 013-1-120F, 013-1-120F1, 013-1-120G, 013-1-72, 013-1-73A, 013-1-74, 013-1-75, 013-1-76, 013-1-78, 013-1-79, 013-1-80, 013-1-81, 013-1-82, 013-1-82A, 013-1-83, 013-1-84, 013-1-87, 013-1-88, 013-1-89, 013-5-6, 013-5-7, 014-1-8, 014-1-9, 014-1-10 generally located at 124 Park Street, 128 Park Street, 121 Railroad Street, 123 Railroad Street, Eastern 300 Block, 401 E. Main Street, 402 E. Main Street, 403 E. Main Street, 110 Deadmore Street, 115 Deadmore Street, and 118 Deadmore Street Abingdon, VA from B-1 Limited Business District and B-2 General Business District to OH Old & Historic District - *Mayana Rice, Assistant Town Manager and Director of Community Development*

On motion of Vice Mayor Anderson, seconded by Mr. Webb, approved the Ordinance as presented and waived the second reading.

Discussion ensued.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

Mayor Pillion discussed how ordinances were handled.

L. SECOND READING OF ORDINANCES

M. CONSIDERATION OF BIDS

N. NEW BUSINESS

1. Presentation on behalf of The Barter Theatre (**VIDEO 29:10 – 39:06**)

Producing Artistic Director Katy Brown provided the Council with an update, including an increase of 25,000 more visitors compared to 2022.

2. Update regarding Johnston Memorial Hospital, Ballad Health (**VIDEO 39:08 – 58:57**)

Chief Executive Officer of Bristol Regional Medical Center John Jeter, and Administrator and Chief Operating Officer for Johnston Memorial Hospital Bryan Mullins provided Council with an update. Mr. Webb thanked them for working with the Town on the inclusive playground project.

O. OLD BUSINESS

**P. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER
(VIDEO 59:03 – 1:03:55)**

Town Manager Mike Cochran discussed the banner poles and the Preston Street proposed water problem. Mr. Cochran also complimented the Tourism staff and the Barter Theatre. He also advised the Council that Betsy White with the William King Museum of Art has agreed to be the Town's representative for VA250.

On motion of Mr. Webb, seconded by Vice Mayor Anderson, appointed Betsy White to be the Town's representative for VA250.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

Q. COUNCIL MEMBER REPORTS (VIDEO 1:03:57 – 1:10:53)

Vice Mayor Anderson recognized Rick and Susan Humphreys for Outstanding Preservation Achievement Award by Preservation Virginia. Emmitt Yearly, Byrum Geisler, Janet Woolwine, David and Jill Dalton, Nathan and David Burg, Alex Martin and Will Johnson also received recognition for preserving Abingdon's history.

Mr. Webb said had an opportunity to visit the car show supporting Kim Andis fundraiser and it was a great turnout, with approximately \$6,000 raised. He reminded everyone that the Townwide Trick or Treat is set for October 28 and the Historic Preservation Day on October 12.

Mayor Pillion reminded everyone regarding the October 14th day of service and gave some information regarding VA250.

R. APPOINTMENTS TO BOARDS AND COMMITTEES (VIDEO 1:10:56 – 1:31:12)

1. Veterans Advisory Board
 - Appointment to fill three new positions created by Town Council
2. Sinking Spring Cemetery Committee
 - Appointment to fill the unexpired term of Richard Morgan
3. Infrastructure Advisory Committee
 - Appointment to fill the expired term of Janet Woolwine

On motion of Mayor Pillion, seconded by Mr. Webb, to convene in closed session as permitted by Virginia Code Section 2.2-3711(A)(1) for the purpose of considering applications for appointment for positions on the Veterans Advisory Board, Sinking Spring Cemetery, and Infrastructure Advisory Committee.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

On motion of Mr. Webb, seconded by Mr. Austin to reconvene in open session.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

Mr. Webb moved that the Town Council certify that in closed session just concluded, nothing was discussed except the matter or matters specifically identified in the motion to

convene in closed session and lawfully permitted to be discussed under the provision of the Virginia Freedom of Information Act cited in that motion.

The roll call vote was as follows:

Mr. Austin	I so certify
Mrs. Quetsch	I so certify
Mr. Webb	I so certify
Vice Mayor Anderson	I so certify
Mayor Pillion	I so certify

On motion of Mrs. Quetsch, seconded by Mr. Webb, appointed John Lentz, Vickie Bennett and Cade Parks to the Veterans Advisory Board, and Carl Maiden to the Sinking Spring Cemetery Committee.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Aye
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

Council requested that position for Infrastructure Advisory Committee be readvertised.

S. CLOSED SESSION

Mayor Pillion declared the meeting adjourned.

Mayor Amanda Pillion

Kimberly Kingsley, Clerk

**TOWN OF ABINGDON
COUNCIL MEETING
THURSDAY, OCTOBER 19, 2023 – 2:30 pm
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

The meeting of the Abingdon Town Council was held on Thursday, October 19, 2023, at 2:30 pm in the Council Chambers of the Municipal Building.

A. WELCOME – *Mayor Pillion*
B. ROLL CALL

Members of Council Present:	Wayne Austin Donna Quetsch Vice Mayor Anderson Mayor Pillion
Members of Council Absent:	Derek Webb

C. PLEDGE OF ALLEGIANCE
D. APPROVAL OF AGENDA (VIDEO 6:29 – 7:18)

On motion of Mr. Austin, seconded by Vice Mayor Anderson, amended agenda motion for a closed session under Item Q, Closed Session, to consider applications for appointments to the Infrastructure Advisory Committee pursuant to the Code of Virginia, 1950, as amended, Section 2.2-3711(A)(1), and approved as amended.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Absent
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

E. PUBLIC COMMENTS (VIDEO 7:19 – 10:33)
• Eddie Copenhaver
F. PROCLAMATIONS (VIDEO 10:39 – 20:00)

1. Proclamation recognizing November 2023 as Veteran and Military Families Month

Mr. Austin read the Proclamation into record. Mayor Pillion presented the framed Proclamation to Kyle Craig, member of the Veterans Advisory Board.

2. Proclamation supporting October as National Breast Cancer Awareness Month

Mrs. Quetsch read the Proclamation into the record.

3. Proclamation in support of Red Ribbon Week, "*Be Kind to Your Mind.*"

Mayor Pillion read the Proclamation into the record and Vice Mayor Anderson presented a framed Proclamation to the representatives.

G. PUBLIC HEARING

H. RESOLUTIONS

I. FIRST READING OF ORDINANCES

J. SECOND READING OF ORDINANCES

K. CONSIDERATION OF BIDS (VIDEO 20:18 – 23:53)

1. Consideration of bids for emergency sewer repairs to the 900 block of West Main Street –
Michael Surret, Director of Public Works

Director of Public Works Michael Surret said the bids for the emergency sewer repairs were opened this morning, with Little B Construction providing the lowest bid of \$89,883.15 and recommended Council accept this bid.

On motion by Mrs. Quetsch, seconded by Vice Mayor Anderson, accepted the bid from Little B Construction for emergency sewer repairs.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Absent
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

L. NEW BUSINESS (VIDEO 23:54 – 26:43)

1. Abingdon Farmer's Market annual update – *David McLeish, Manager*

Abingdon Farmer's Market Manager David McLeish 520 children were provided with \$10 to purchase items and applied for \$10,000 for the 2024 year. He stated approximately 1000 to 1200 customers attend the market on Saturday morning. He thanked the Town for its continued support.

M. OLD BUSINESS

**N. MISCELLANEOUS BUSINESS AND COMMUNICATIONS FROM TOWN MANAGER
(VIDEO 27:09 – 30:07)**

1. Update regarding Brown Edwards audit

Director of Finance Steve Trotman provided information to the Council regarding the audit and recently discovered that a Federal single audit would be required. Mr. Trotman requested the Council to consider the Planning Communication Letter and the Updated Engagement Letter as the fee increased by \$4,000.

On motion by Mr. Austin, seconded by Mrs. Quetsch, accepted the Planning Communication Letter and the Updated Engagement Letter as presented.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Absent
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

2. Tourism update (VIDEO 30:10 – 42:50)

Tonya Triplett, Director of Tourism and Economic Development and Chad Thompson, Marketing Coordinator provided the Council with events occurring in the Town.

(VIDEO 42:50 – 45:38)

Town Manager Mike Cochran stated that he would like to have a “Plumb Alley Day” everyday in the Town. He thanked Michael Surret, the Public Works Department, and The Meadows staff for keeping the Town looking wonderful. He said the Town Manager’s report would be posted by the end of the month.

Mr. Cochran also stated that he worked with VDOT to address the problem of tractor-trailers turning onto Country Club Drive. (VIDEO 48:32 – 49:38)

O. COUNCIL MEMBER REPORTS (VIDEO 45:38 – 52:12)

Mrs. Quetsch said the staff does an amazing job and spoke of several projects discussed during the Infrastructure Advisory Committee.

Vice Mayor Anderson announced the Historic Preservation Day went well and Mayana Rice, the Community Development department and Martha Washington Inn did great.

Mr. Austin also agreed with Mrs. Quetsch remarks regarding keeping the Town lovely. He reminded everyone that the Veterans Day Ceremony will be on November 11th at 11:00 am and the Veterans Memorial Park Foundation will be bringing preliminary plans to the Town Council regarding a Memorial Wall.

Mayor Pillion thanked everyone for participating in the Day of Service, as it was very successful.

P. APPOINTMENTS TO BOARDS AND COMMITTEES (VIDEO 52:22 – 1:07:42)

On motion by Mrs. Quetsch, seconded by Mr. Austin, to go into closed session pursuant to the Code of Virginia, 1950, as amended, Section 2.2-3711(A)(1) for the purpose of considering applications for appointment to the Infrastructure Advisory Board.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Absent
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

On motion of Mrs. Quetsch, seconded by Mr. Austin to reconvene in open session.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Absent
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

Mrs. Quetsch moved that the Town Council certify that in closed session just concluded, nothing was discussed except the matter or matters specifically identified in the motion to convene in closed session and lawfully permitted to be discussed under the provision of the Virginia Freedom of Information Act cited in that motion.

The roll call vote was as follows:

Mr. Austin	I so certify
Mrs. Quetsch	I so certify
Mr. Webb	Absent
Vice Mayor Anderson	I so certify
Mayor Pillion	I so certify

On motion of Mrs. Quetsch, seconded by Vice Mayor Anderson, appointed Otey Dudley to the Infrastructure Advisory Committee.

The roll call vote was as follows:

Mr. Austin	Aye
Mrs. Quetsch	Aye
Mr. Webb	Absent
Vice Mayor Anderson	Aye
Mayor Pillion	Aye

Q. CLOSED SESSION

Mayor Pillion declared the meeting adjourned.

Mayor Amanda Pillion

Kimberly Kingsley, Clerk



MEMO

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: REQUEST FOR A SPECIAL USE PERMIT FOR A COMPREHENSIVE SIGN PLAN.

PUBLICATION DATE: NOVEMBER 6, 2023

MEETING DATE: NOVEMBER 13, 2023

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

On 10/23/2023 the Planning Commission was presented with the following request:

Special Use Permit – Virginia Highlands Community College, 100 VHCC Drive, Abingdon, VA 24210. Special Use Permit for a Comprehensive Sign Plan. Located near the intersection of Jonesboro Road and VHCC Drive, specifically in the Town of Abingdon right-of-way at the entrance to Virginia Highlands Community College on VHCC Drive Abingdon, VA.

On a motion by Mr. Pennington, seconded by Mr. Weaver, the board voted to unanimously approve the application as presented.

The roll call vote was as follows:

Mr. Jeff Johnson	Aye
Mr. Chad Pennington	Aye
Mr. Kirk Sproles	Aye
Mr. Michael Weaver	Aye
Mr. Kenny Shuman	Aye

Please reference the attached staff report for further details concerning the request.

REQUIRED ACTIONS OF THE TOWN COUNCIL:

A. **Sample Motions.** The role of the Town Council in this instance is to decide on the Special Use Permit for a Comprehensive Sign Plan request. The following sample motions have been provided by Staff for consideration by the Town Council:

- **Sample Motion for Approval:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-8-4-2-C of the Town of Abingdon Zoning Ordinance, I move to approve the Special Use Permit.
- **Sample Motion for Denial:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-8-4-2-C of the Town of Abingdon Zoning Ordinance, I move to deny the Special Use Permit.
- **Sample Motion for Continuance:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, I move to continue the request for Special Use Permit Comprehensive Sign Plan for the purpose of (explain reason for continuance, and if applicable, specify any additional information that is being requested) until (state the date when the item will be heard again).



STAFF REPORT

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: REQUEST FOR A SPECIAL USE PERMIT FOR COMPREHENSIVE SIGN PLAN

PUBLICATION DATE: NOVEMBER 6, 2023

MEETING DATE: NOVEMBER 13, 2023

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

REQUEST:

Commonwealth of Virginia/Virginia Community College System (Owner) and Virginia Highlands Community College/Southwest Virginia Higher Education Center (Applicant) has requested approval of a Special Use Permit for a Comprehensive Sign Plan. The Comprehensive Sign Plan also takes into account the Virginia Highlands Small Business Incubator, the Washington County Government Center and the Southwest Higher Education Center on the sign.

A Comprehensive Sign Plan is allowed if approved by the Abingdon Planning Commission and Town Council per section 8-4-2-C of Article VIII Community Design Standards.

The existing signage to undergo renovation is located near the intersection of Jonesboro Road and VHCC Drive, on VHCC Drive in the Town of Abingdon's right-of-way.

VICINITY MAP:



ENTRANCE CORRIDOR:



Street view of Jonesboro Road looking South



Street view of Jonesboro Road looking North

ZONING MAP:



STAFF FINDINGS:

1. **Location.** The proposed signage renovation is located near the intersection of Jonesboro Road and VHCC Drive. The existing signage is in the Town of Abingdon's right-of-way.
2. **Background.** This is an existing unfinished masonry freestanding sign structure and associated signage at the entrance to Virginia Highlands Community College on VHCC Drive.
3. **Access.** Access to the site will be on VHCC Drive.
4. **Adjacent Land Uses/Zoning.** The property where the sign is located is in the B-2 (General Business) district. Virginia Highlands Community College is located in OI (Office and Institutional) district. However the additional signage tenants are also in a PTD (Planned Technology District) therefore allowing the project to apply for the Comprehensive Sign Plan.

5. Applicable Requirements of the Zoning Ordinance.

Division 3 Special Use Permits.

Section 3-4-1. Purpose and intent.

A use requiring a special use permit is a use that may be appropriate in a zoning district, but because of its nature, extent, and external effects, requires special consideration of its location, design, extent and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings. The purpose of this division is to establish procedures and standards for review and approval of special use permits that provide for such special consideration.

The Town Council is responsible for the final motion for Special Use Permit requests.

Division 4. Signs.

Comprehensive Sign Plan.

Section 8-4-2 Administration.

(c) Special exceptions.

(1) Comprehensive sign plan.

a. Special exceptions to this article may be granted in B, M, and PTD Districts as a comprehensive sign plan approved by special use permit. Special exceptions to the maximum height requirements in this article shall not be permitted.

b. The comprehensive sign plan is intended to promote consistency among signs within a development and enhance the compatibility of signs with the architectural and site design features within a development.

(2) Contents of plan.

a. A comprehensive sign plan, which may be a written document or drawings adequate to depict the proposed signs, shall include:

- 1. The proposed general locations for freestanding signs on a lot as well as the proposed location(s) for building signs on a building facade.*
- 2. Types of signs proposed.*
- 3. A listing of materials proposed for all sign structures and sign surfaces.*
- 4. The maximum number and maximum size of proposed signs.*
- 5. The type of illumination, if any, proposed for all signs, including whether internally illuminated or external illuminated and describing the type of light fixture proposed.*
- 6. A description of any ornamental structure upon which a sign face is proposed to be placed.*

(3) Amendment of plan.

a. A comprehensive sign plan may be amended by submitting a revised comprehensive sign plan for consideration and determination through the special use permit process. Upon approval, the amended plan shall have the same force and effect as an approved comprehensive sign plan.

A comprehensive sign plan can be used in situations when the applicants are looking for flexibility from the strict interpretation of the sign regulations. The only standard that is not allowed to be flexible is the height. In this situation the existing sign is not proposed to be taller than existing. The flexibility is for the total size, setback and changeable square footage.

Section 8-4-5. General.

(a) Standards.

(1) Any sign displayed in the Town of Abingdon, shall comply with:

- a. All provisions of this Article;*
- b. All applicable provisions of the Uniform Statewide Building Code and all amendments thereto; and,*
- c. All state and federal regulations pertaining to the display of signage.*
- d. Sign area calculations.*

(2) The following method shall be utilized in the calculations of sign area:

- a. The sign area permitted under this Article is determined by measuring the entire face of the sign including any wall work incidental to its decoration but excluding support elements for the sole purpose of supporting the sign.*
- b. For signs that are regular polygons or circles, the area shall be calculated by the mathematical formula for that polygon or circle. For signs*

that are not regular polygons or circles, the sign area shall be calculated using the area within up to three rectangles that enclose the sign face.

c. The surface area of any sign made up only of individual letters or figures shall include the space between such letters or figures.

d. Whenever one sign contains information on both sides, sign area shall be calculated based on the largest sign face. Sides are not totaled.

(b) Minimum setback. The minimum setback from any right-of-way, unless otherwise specified, is half (1/2) the height of the sign.

The applicant proposes to renovate the existing freestanding sign with larger signage. However the actual structure will not be changing locations or height. The Comprehensive Sign Plan is asking for flexibility to increase the sign square footage located within the required setback of the sign ordinance.

(c) Illumination.

(1) All permitted signs may be indirectly lighted. Non-residential signs within a residential district may be illuminated as outlined in Section 8-4-6. Signs within a Business or Industrial district may be internally lighted, unless such lighting is specifically prohibited in this Article.

(2) No sign shall be illuminated in such a way that light may shine into on-coming traffic, affect highway safety, or shine directly into a residential dwelling unit zoned.

(3) Any electrical sign shall display the required UL, ETL, CSA, or ULC label.

(4) Illumination shall be no greater than 10,000 nits or foot candles from sunrise to sunset or 700 nits or foot candles from sunset to sunrise and be equipped with automatic brightness control which can dim the display brightness when ambient conditions exist.

(5) Electronic service lines shall be underground.

The new sign will include 4G cellular connectivity, custom steel mounting frame, and grounding kit. The double faced RGB display will have a RGB 281 trillion levels with brightness being 8,000 NIT's +/- 5% and total LEDs 712,800. It will have a single phase of 120V or 240V 50/60Hz with diming levels: 100 – auto and manual. The sign will also include character sizes being 2.2 inches and a horizontal viewing angle of 160 degrees.

(d) Changeable signs.

(1) Within any business or industrial district, one freestanding or wall-mounted sign per lot may be replaced with a changeable message sign subject to the following requirements:

a. Location, area, and height, requirements shall be the same as for freestanding or wall signs.

b. The message shall not be changed more than once every 12 seconds, move, flash, or display animation, as prohibited in this article.

c. Any changeable message sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner, thereby causing motion, movement, flashing or any other similar effects, shall be repaired, covered, or disconnected by the owner or operator of such sign within 24 hours of notice of violation.

d. Light emitted from changeable signs shall not exceed 0.3 footcandles over ambient light.

e. Existing nonconforming billboards cannot be converted to changeable signs.

The existing electronic messaging display will be removed and replaced with a new double-sided 7 ft. x 12 ft. electronic display (84 square feet).

The Comprehensive Sign Plan is asking for flexibility to change “static signage” to additional Changeable Signage.

Section 8-4-6. Districts.

(a) District regulations

(1) The following requirements shall apply in the designated district, as appropriate, to permitted uses by right and special uses as may be permitted, subject to all other requirements of this Ordinance.

(2) Sign area square footage limits are provided per sign unless specified as a total. Total area is calculated as an aggregate of all signs of that type.

Table 8.4.6(C) Maximum Sign Dimensions: B-1, B-2, B-3, M-1, OI, and PTD Districts

Sign Type	Number	Area	Height
1. Freestanding	1 per street frontage	60 square feet	15 feet,

The existing cabinet signs will be removed and replaced with four single sided 3 ft. x 14 ft. aluminum extrusion cabinets (168 square feet) and two single sided 8 ft. x 10 ft. aluminum extrusion cabinets (160 square feet). These six signs will have PAN faces and vinyl graphics.

The Comprehensive Sign Plan is asking for flexibility from 60 total square feet to a total of 412 square feet.

The existing unfinished masonry freestanding sign structure is proposed to have a synthetic stucco applied and painted with the following colors:



**A RESOLUTION APPROVING SPECIAL USE PERMIT PURSUANT TO SECTION -
44-8-4-2-C AND 44-3-4-3 SPECIAL EXCEPTIONS OF THE TOWN OF ABINGDON
ZONING ORDINANCE, PROPOSED A SPECIAL USE PERMIT FOR A
COMPREHENSIVE SIGN PLAN, CURRENTLY LOCATED IN THE TOWN OF
ABINGDON RIGHT OF WAY, LOCATED NEAR THE INTERSECTION OF
JONESBORO ROAD AND VHCC DRIVE, SPECIFICALLY IN THE TOWN OF
ABINGDON RIGHT-OF-WAY AT THE ENTRANCE TO VIRGINIA HIGHLANDS
COMMUNITY COLLEGE ON VHCC DRIVE ABINGDON, VA.**

WHEREAS, §15.2-2200 of the Code of Virginia 1950, as amended, established that the governing body of any town may enact and enforce ordinances for the general purpose of promoting the public health, safety, convenience and welfare of its general public; and

WHEREAS, the Town adopted an Ordinance on January 2, 2023, pursuant to Section 44-8-4-2-C and 44-3-4-3 Special Exceptions of the Town's Zoning Ordinance, for all uses, activities and development to apply for a comprehensive sign plan.

WHEREAS, the Planning Department of the Town reviewed the application requesting a special use permit and made a report of its findings and recommendations to the Planning Commission on October 23, 2023. WHEREAS, the Planning Commission reviewed and made a recommendation of 5 to 0 in favor of approval to the Town Council concerning the application of a special use permit on October 23, 2023.

NOW THEREFORE, BE IT RESOLVED, the Town Council has determined that the development has provided an adequate comprehensive plan a result of approving special use permit, pursuant to Section 44-8-4-2-C Special Exceptions of the Town's Zoning Ordinance, for development, currently located in the Town of Abingdon right of way, located near the intersection of Jonesboro road and VHCC drive, specifically in the Town of Abingdon right-of-way at the entrance to Virginia Highlands Community College on VHCC Drive Abingdon, VA justifying issuance of said special use permit and the Community Development Department shall issue a Special Use Permit reflecting the approval of this Ordinance.

November 13, 2023

Amanda Pillion, Mayor

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 _____, 2023. I hereby 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 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
Amanda Pillion, Mayor		
Dwyane Anderson, Vice Mayor		
Derek Webb		
Donna Quetsch		
Wayne Austin		

WITNESS MY HAND and the seal of the Town of Abingdon as of _____, 2023.

(SEAL)

Kimberly Kingsley, Clerk



MEMO

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: REQUEST FOR A SPECIAL USE PERMIT TO EXCEED THE
ALLOWED SQUARE FOOTAGE THRESHOLD FOR AN
ACCESSORY DWELLING UNIT

**PUBLICATION
DATE:** NOVEMBER 6, 2023

**MEETING
DATE:** NOVEMBER 13, 2023

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

On 10/23/2023 the Planning Commission was presented with the following request:

*Special Use Permit – Matthew Bundy, 227 Stone Mill Road, Abingdon, VA 24210. Applicant.
Special Use Permit for Accessory Dwelling Unit. Located at 227 Stone Mill Road, Abingdon,
VA 24210. (Tax Map 018-7-3)*

On a motion by Mr. Weaver, seconded by Mr. Pennington, the board voted to unanimously approve the application as presented:

The roll call vote was as follows:

Mr. Jeff Johnson	Aye
Mr. Chad Pennington	Aye
Mr. Kirk Sproles	Aye
Mr. Michael Weaver	Aye
Mr. Kenny Shuman	Aye

Please reference the attached staff report for further details concerning the request.

REQUIRED ACTIONS OF THE TOWN COUNCIL:

- A. **Sample Motions.** The role of the Town Council in this instance is to decide on the Special Use Permit to exceed the allowed square footage threshold for an accessory dwelling unit request. The following sample motions have been provided by Staff for consideration by the Town Council:
- **Sample Motion for Approval:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-7-2-2-F of the Town of Abingdon Zoning Ordinance, I move to approve the Special Use Permit.
 - **Sample Motion for Denial:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-7-2-2-F of the Town of Abingdon Zoning Ordinance, I move to deny the Special Use Permit.
 - **Sample Motion for Continuance:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, I move to continue the Special Use Permit for the purpose of (explain reason for continuance, and if applicable, specify any additional information that is being requested) until (state the date when the item will be heard again).



STAFF REPORT

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: REQUEST FOR A SPECIAL USE PERMIT TO EXCEED THE ALLOWED SQUARE FOOTAGE THRESHOLD FOR AN ACCESSORY DWELLING UNIT

PUBLICATION DATE: NOVEMBER 6, 2023

MEETING DATE: NOVEMBER 13, 2023

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

REQUEST:

Walter and Mary Herman (Owner/Applicant) and Matthew Bundy (Representative) has requested approval of a Special Use Permit to exceed the maximum area limit for an Accessory Dwelling Unit.

The property is located at 227 Stone Mill Road, Abingdon, VA (Parcel 018-7-3). The property is within the Residential District (R-3) and is requiring a Special Use Permit therefore requiring the approval of the Planning Commission and Town Council prior to completion.

VICINITY MAP:



STREET VIEW:



Street view of Stone Mill Road looking South



Street view of Stone Mill Road looking North

ZONING MAP:



STAFF FINDINGS:

1. **Location.** The Subject Property contains approximately 0.28 acres and is legally described as LOT 3 STONE MILL RD ACR .28 (Tax Map No. 018-7-3). Generally, the Subject Property is located at 227 Stone Mill Road.
2. **Background.** The main structure on the property is currently utilized as a single-family dwelling. The secondary structure in the back of the property under review has been used as a shed for storage and lawn care supplies.
3. **Access.** Access to the site will continue to be Stone Mill Road.
4. **Adjacent Land Uses/Zoning.** Adjoining properties on all sides of the property are zoned in the Residential District (R-3).
5. **Applicable Requirements of the Zoning Ordinance.**

Article VII. Use Performance Standards

Section 7-2-2. Accessory dwelling unit (ADU).

- (a) *An accessory dwelling unit is allowed only as accessory to a single-family detached dwelling.*
- (b) *Only one accessory dwelling is permitted per parcel unless approved by a special use permit.*
- (c) *Such structures shall comply with all dimensional standards that apply to the primary structure.*
- (d) *An accessory dwelling unit shall not be subdivided or otherwise segregated in ownership from the main single-family dwelling unit.*
- (e) *A manufactured home or recreational vehicle, travel trailer, camper, or similar structure shall not be used as an accessory dwelling unit.*
- (f) *<https://ecode360.com/41427756>The floor area of an accessory dwelling unit shall be no more than 800 square feet in finished floor area. Additional square footage may be approved through a special use permit.*

Staff Findings:

As stated in Section 7-2-2. accessory dwelling units in the Town of Abingdon Zoning Ordinance, the floor area of an accessory dwelling unit shall be no more than 800 sq. ft. in finished floor area. Additional square footage may be approved through a Special Use Permit.



3D VIEW FRONT



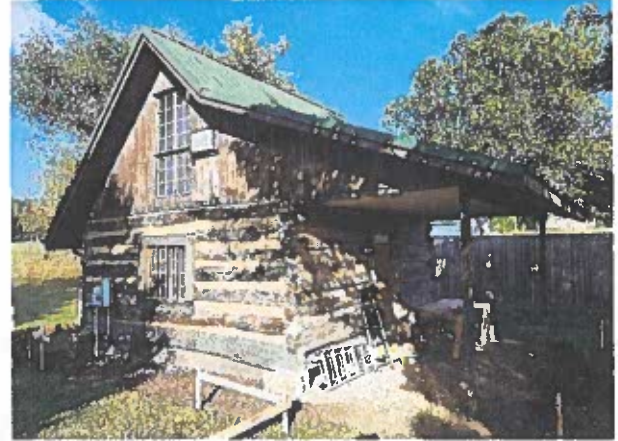
3D VIEW REAR

The applicant is proposing to exceed the maximum requirement for an accessory dwelling unit of 800 sq. ft. The new structure will be a total of 1,014 square feet.

- Existing shed - 360 square feet
- Porch – 104 square feet
- Kitchen – 279 square feet
- Entry – 59 square feet

- Bath – 37 square feet
- Bed – 175 square feet

Existing Structure:



Section 44-3-4-3 of the Land Use Chapter of the Town's Ordinance must be met when evaluating an approval or a denial.

- (1) Demonstrate that the proposed use, when complemented with additional measures, if any, will be in harmony with the purposes of the specific district in which it will be placed.

Staff Findings:

The purpose of the R-3 zoning district is in fact high-density residential. The addition of an ADU and the square footage requested is compatible.

R-3 - High-Density Residential. The purpose of the R-3 - High-Density Residential district is to encourage diversity in housing opportunities at higher densities, as well as certain compatible public and semipublic land uses. This District should provide a high-quality residential environment in areas that have excellent transportation access and are well-served by public water and sewer utilities.

- (2) Demonstrate that there will be no undue adverse impact on the surrounding neighborhood in terms of public health, safety or general welfare and show measures to be taken to achieve such goals.

Staff Findings: There will be no adverse impacts to the surrounding neighborhood. Site plan review, permitting and construction review will allow for each project to be reviewed for specific impacts. This request will provide more housing for a residential neighborhood that is zoned for high density, thus providing a balance to new business we have coming to Abingdon on a daily basis.

- (3) Show that the proposal meets the applicable specific and general standards required by this article.

Staff Findings: Yes, for the shed to be converted into an accessory dwelling unit larger than 800 sq. ft. a special use permit must be applied for. If the shed was converted into a accessory dwelling unit and was 800 sq. ft. or less no Special Use Permit would be required.

REQUIRED ACTIONS OF THE TOWN COUNCIL:

- A. **Sample Motions.** The role of the Town Council in this instance is to decide on the Special Use Permit to exceed the allowed square footage threshold for an accessory dwelling unit request. The following sample motions have been provided by Staff for consideration by the Planning Commission:
- **Sample Motion for Approval:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-7-2-2-F of the Town of Abingdon Zoning Ordinance, I move to approve the Special Use Permit.
 - **Sample Motion for Denial:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-7-2-2-F of the Town of Abingdon Zoning Ordinance, I move to deny the Special Use Permit.
 - **Sample Motion for Continuance:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, I move to continue the Special Use Permit for the purpose of (explain reason for continuance, and if applicable, specify any additional information that is being requested) until (state the date when the item will be heard again).

A RESOLUTION APPROVING SPECIAL USE PERMIT PURSUANT TO SECTION 44-7-2-2-F AND 44-3-4-3 SPECIAL EXCEPTIONS OF THE TOWN OF ABINGDON ZONING ORDINANCE, PROPOSED TO EXCEED THE ALLOWED SQUARE FOOTAGE THRESHOLD FOR AN ACCESSORY DWELLING UNIT, CURRENTLY R-3 HIGH DENSITY RESIDENTIAL, LOCATED AT 227 STONE MILL ROAD ABINDGON, VIRGINIA, TAX MAP NO. 018-7-3.

WHEREAS, §15.2-2200 of the Code of Virginia 1950, as amended, established that the governing body of any town may enact and enforce ordinances for the general purpose of promoting the public health, safety, convenience and welfare of its general public; and

WHEREAS, the Town adopted an Ordinance on January 2, 2023, pursuant to Section 44-7-2-2-F and 44-3-4-3 Special Exceptions of the Town's Zoning Ordinance, for all uses, activities and development to apply for a Special Use Permit to exceed the allowed square footage threshold for an accessory dwelling unit.

WHEREAS, the Planning Department of the Town reviewed the application requesting a special use permit and made a report of its findings and recommendations to the Planning Commission on October 23, 2023.

WHEREAS, the Planning Commission reviewed and made a recommendation of 5 to 0 in favor of approval to the Town Council concerning the application of a special use permit on October 23, 2023 to allow the Accessory Dwelling unit to be 1,014 square feet.

NOW THEREFORE, BE IT RESOLVED, the Town Council has determined that the development has provided an adequate request to exceed the allowed square footage threshold for an accessory dwelling unit a result of approving special use permit, pursuant to Section 44-7-2-2-F Special Exceptions of the Town's Zoning Ordinance, for development, currently zoned R-3 High Density Residential, located at 227 Stone Mill Road Abingdon, Virginia, Tax Map # 018-7-3 justifying issuance of said special use permit and the Community Development Department shall issue a Special Use Permit reflecting the approval of this Ordinance.

November 13, 2023

Amanda Pillion, Mayor

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 _____, 2023. I hereby 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 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
Amanda Pillion, Mayor		
Dwyane Anderson, Vice Mayor		
Derek Webb		
Donna Quetsch		
Wayne Austin		

WITNESS MY HAND and the seal of the Town of Abingdon as of _____, 2023.

(SEAL)

Kimberly Kingsley, Clerk



MEMO

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: REQUEST FOR A ZONE TEXT AMENDMENT FOR WINDOW SIGNAGE

PUBLICATION DATE: NOVEMBER 6, 2023

MEETING DATE: NOVEMBER 13, 2023

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

On 10/23/2023 the Planning Commission was presented with the following request:

Zoning Text Amendment – Window Signage.

On a motion by Mr. Johnson, seconded by Mr. Sproles, the board voted to unanimously approve the proposed zoning text amendment as presented.

The roll call vote was as follows:

Mr. Jeff Johnson	Aye
Mr. Chad Pennington	Aye
Mr. Kirk Sproles	Aye
Mr. Michael Weaver	Aye
Mr. Kenny Shuman	Aye

Please reference the attached staff report for further details concerning the request.

REQUIRED ACTIONS OF THE TOWN COUNCIL:

- A. Sample Motions.** The role of the Town Council in this instance is to decide on the Zone Text Amendment request. The following sample motions have been provided by Staff for consideration by the Town Council:
- **Sample Motion for Approval:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-3-2 of the Town of Abingdon Zoning Ordinance, I move to approve the Zone Text Amendment.
 - **Sample Motion for Denial:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 44-3-2 of the Town of Abingdon Zoning Ordinance, I move to deny the Zone Text Amendment.



STAFFREPORT

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: REQUEST FOR A ZONE TEXT AMENDMENT FOR WINDOW SIGNAGE

PUBLICATION DATE: NOVEMBER 6, 2023

MEETING DATE: NOVEMBER 13, 2023

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

ZONE TEXT AMENDMENT REQUEST:

As the Town of Abingdon continues to grow commercially throughout, signage has become a larger aspect of Abingdon's streetscapes. Currently there are no regulations governing window signage. As such the Planning Commission can and does recommend amendments to Town Council of the Town's Ordinance governing Zoning.

Currently window signage is allowed, but there are no regulations concerning any aspect related to the sign's design. Over the last few months, we have been inundated with window signage requests.

In order to ensure that the Town of Abingdon remains a well-kept town we are proposing a Zoning Text Amendment that creates standards for signage displayed in windows.

PROPOSED ZONING TEXT AMENDMENT

FINDINGS:

Division 4 Signs

Section 8-4-1 Purpose and intent.

- (a) These sign regulations are intended to define, permit, and control the size, material, location, and condition of signs in a manner that as its first priority protects those who travel in and through the Town. Town Council has adopted these regulations in order to achieve the following community goals and objectives:
- (1) Protect the health, safety, and welfare of the public.
 - (2) Equitably distribute the privilege of using the public environs to communicate private information.
 - (3) Safeguard the public use and nature of the streets and sidewalks.
 - (4) Protect and enhance the visual environment of the Town.
 - (5) Discourage the diminishing of property values in the Town.
 - (6) Minimize visual distractions to motorists using the public streets.
 - (7) Promote the economic growth of the Town by creating a community image that is conducive to attracting new business and industrial development.
 - (8) Permit reasonable effectiveness of signs and to prevent their over-concentration, improper placement and excessive height, bulk, density, and area.
 - (9) Promote the safety of persons and property by requiring that signs not create a hazard due to collapse, fire, decay, or abandonment.
 - (10) Ensure that signs do not obstruct firefighting efforts or create traffic hazards by confusing or distracting motorists or by impairing drivers' ability to see pedestrians, obstacles, other vehicles, or traffic signs.
 - (11) Promote commerce and trade, with recognition of the effects of signage on the character of the community.

- (b) The Town Council finds that the regulations in this article advance the significant government interests identified herein and are the minimum amount of regulation necessary to achieve those interests.

Section 8-4-2 Administration.

(a) Interpretation, conflict, and severability.

- (1) The regulations set forth in this article shall apply to all new signs, replacement signs, and their modification(s) established after the effective date of this chapter.
- (2) Signs not expressly permitted are prohibited.
- (3) Signs containing noncommercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations of such signs.
- (4) This article shall be interpreted in a manner consistent with the First Amendment guarantee of free speech.
- (5) Where this article differs in any manner from the provisions of the Virginia Uniform Statewide Building Code,[1] the Town Code, or any other ordinance or regulation of the Town, the ordinance, code, or regulation imposing the greatest restriction upon the use of any sign shall control.
- (6) Should any article, section, subsection, sentence, clause, or phrase of this chapter, for any reason, be held unconstitutional or invalid, such decision or holding shall not affect the validity of the remaining portions hereof. It being the intent of the Town of Abingdon to enact each section and portion thereof, individually, and each such section shall stand alone, if necessary, and be in force regardless of the determined invalidity of any other section or provision.

(b) Application and permit.

- (1) Sign permit required.
 - a. No sign shall be erected, installed, altered, modified, refaced, rehung, or replaced without obtaining a permit pursuant to this article, except as otherwise provided in this article. Signs within the Town's Old and Historic District shall conform to the requirements of such district and require a certificate of appropriateness issued by the Historic Preservation Review Board (HPRB).

- b. For signs within the Town's Entrance Corridor, such permit shall conform to the requirements of such district and require certificate of appropriateness issued by the Planning Commission.
- c. No permit shall be issued by the Administrator except upon a determination that a proposed sign is in conformity with the requirements of this article and, where applicable, in conformity with the requirements of an approved site plan for the property upon which the sign is to be placed. Appeals from decisions of the Administrator shall be taken to the Town's Board of Zoning Appeals.
- d. More than one sign on one building or group of buildings located on the same parcel of land may be included on one application, provided that all such signs are applied for at one time.
- e. After the issuance of an approved sign permit, the applicant may install and display the approved sign(s). Once installed, the Administrator may inspect the sign(s) for conformance with the approved sign permit and this chapter.

(2) An application for such a permit shall:

- a. Specify the type of sign to be constructed and the zoning district in which this sign is to be located.
- b. Be accompanied with plans including a sketch of the property indicating the lot frontage.
- c. Indicate the square footage and location of all existing signs on the property.
- d. The area, size, structure, design, location, lighting, and materials for the sign.
- e. Contain written consent of the owner or lessee of the land or building upon which the sign is to be erected.

(3) Fee required.

- a. Applications for sign permits shall be submitted to the Administrator, and shall be accompanied by the required fee, as set forth within the uncodified fee schedule adopted by Town Council.

(4) Duration and revocation of permit.

- a. Any sign permit shall be null and void if any sign for which the permit was issued is not installed in accordance with the permit within six months of the date of approval.

- b. A sign permit shall become null and void if the use to which it pertains is not commenced within six months after the date the sign permit is issued. Upon written request and for good cause shown, the Administrator may grant one six-month extension.
- c. Whenever the use of a building or land is discontinued by the specific business, the sign permit shall expire and all signs pertaining to that business shall be removed by the property owner within 30 calendar days of the discontinuance.
- d. The Administrator shall revoke a sign permit if the sign does not comply with applicable regulations of this article, building code, or other applicable law, regulation, or ordinance.

(c) Special exceptions.

(1) Comprehensive sign plan.

- a. Special exceptions to this article may be granted in B, M, and PTD Districts as a comprehensive sign plan approved by special use permit. Special exceptions to the maximum height requirements in this article shall not be permitted.
- b. The comprehensive sign plan is intended to promote consistency among signs within a development and enhance the compatibility of signs with the architectural and site design features within a development.

(2) Contents of plan.

- a. A comprehensive sign plan, which may be a written document or drawings adequate to depict the proposed signs, shall include:
 - 1. The proposed general locations for freestanding signs on a lot as well as the proposed location(s) for building signs on a building facade.
 - 2. Types of signs proposed.
 - 3. A listing of materials proposed for all sign structures and sign surfaces.
 - 4. The maximum number and maximum size of proposed signs.
 - 5. The type of illumination, if any, proposed for all signs, including whether internally illuminated or external illuminated and describing the type of light fixture proposed.
 - 6. A description of any ornamental structure upon which a sign face is proposed to be placed.

(3) Amendment of plan.

- a. A comprehensive sign plan may be amended by submitting a revised comprehensive sign plan for consideration and determination through the special use permit process. Upon approval, the amended plan shall have the same force and effect as an approved comprehensive sign plan.

Section 8-4-3 Exemptions.

(a) Signs not requiring permit.

(1) The following signs are allowed and do not require a permit:

- a. Signs erected by the Town of Abingdon or required by law, including official traffic signs, wayfinding and topic specific signs, provisional warning signs, or sign structures, and temporary signs indicating danger.
- b. Creeper Trail signage.
 - i. Trailhead signage shall serve as a welcome point at the trailheads managed by the Town of Abingdon. Signage can vary in size and message but should be compatible with other trailhead signage along the trail.
 - ii. Trail kiosks. Trail kiosks along the trail should be consistent in nature, including but not limited to map for location, rules and regulations, and both emergency and nonemergency contact numbers for the Town of Abingdon.
 - iii. Mile marker signage. Work with partners on the trail (Damascus and the Forest Service) to provide a consistent mile marker system and signage. Utilizing GPS/GIS mapping to pinpoint markers will allow for easier location during emergencies.
- c. Roadway and safety signage.
- d. Wayfinding signage. The Town of Abingdon shall support tourist destinations, outdoor recreation, emergency management and other points of interest through a Master Wayfinding Plan.
- e. Memorial plaques and building cornerstones not exceeding six square feet in area and cut or carved into a masonry surface or other noncombustible material and made an integral part of the building or structure.

- f. On a property under construction or renovation, for sale, or for rent temporary signs not exceeding four square feet for single-family detached properties or 18 square feet for all other residential, nonresidential, or mixed-use properties.
- g. Window signs on the interior of the window otherwise known as “hours of operation” signage.
- h. Signs displayed on an operable truck, bus, or other vehicle while in use in the normal conduct of business. This section shall not be interpreted to permit the parking for display purposes a vehicle to which a sign is attached or the use of such a vehicle as a portable sign.
- i. House number, mailbox number, decorative yard signage.
- j. Signs affixed to the interior of a permanent fence of a recreational or sports facility. Such signs shall be displayed only during the regular season of the individual sport.
- k. Yard sale signs. Must be removed upon the completion of the sale/permit.

Section 8-4-4 Prohibited.

Prohibited signs.

- (1) Any sign affixed to, hung, placed, or painted on any other sign, fence, cliff, rock, tree, natural feature, public utility pole or structure supporting wire, cable, or pipe, or radio, television, or similar tower provided that this prohibition shall not affect official traffic, parking, or informational signs placed on utility poles by the Town government.
- (2) Any sign or banner within or across a public right-of-way, unless specifically approved by the Town Manager, or his designee.
- (3) Any sign that, due to its size, illumination, location, or height, obstructs the vision of motorists or pedestrians at any intersection, or similarly obstructs the vision of motorists entering a public right-of-way from private property.
- (4) Signs simulating, or which are likely to be confused with, a traffic control sign or any other sign displayed by a public authority. Any such sign is subject to immediate removal and disposal by an authorized Town official as a nuisance.
- (5) Lighted window signage. This applies to all window signage whether located on the outside or inside of a window except for hours of operation signage.

- (6) Signs which obstructs any window or door opening used as a means of egress, prevents free passage from one part of a roof to any other part thereof, or interferes with an opening required for ventilation.
- (7) Signs attached, painted, or mounted to unlicensed, inoperative, or generally stationary vehicles. Vehicles and trailers shall not be used primarily as static displays, advertising a business, product or service, nor utilized as storage, shelter, or distribution points for commercial products or services for the general public.
- (8) Signs on the roof surface or extending above the roofline of a structure, building, or parapet wall.
- (9) Off-premise signs, unless specifically permitted by this chapter.
- (10) Any flashing sign, except those officially erected for safety purposes.
- (11) Signs that emit sound, smoke, flame, scent, mist, aerosol, liquid, fluorescent colors, or gas.
- (12) Signs commonly referred to as wind signs, consisting of one or more banners, pennants, ribbons, spinners, streamers or captive balloons, or other devices fastened in such a manner as to move upon being subjected to pressure by wind, and including inflatable signs.
- (13) Signs that violate any provision of any federal or state law relative to outdoor advertising.
- (14) Any sign representing or depicting specified sexual activities or specified anatomical areas or sexually oriented goods. Any sign containing obscene text or pictures as defined by the Code of Virginia.

Section 8-4-5 General.

(a) Standards.

- (1) Any sign displayed in the Town of Abingdon, shall comply with:
 - a. All provisions of this article;
 - b. All applicable provisions of the Uniform Statewide Building Code and all amendments thereto;
 - c. All state and federal regulations pertaining to the display of signage;

d. Sign area calculations.

(2) The following method shall be utilized in the calculations of sign area:

- a. The sign area permitted under this article is determined by measuring the entire face of the sign including any wall work incidental to its decoration but excluding support elements for the sole purpose of supporting the sign.
- b. For signs that are regular polygons or circles, the area shall be calculated by the mathematical formula for that polygon or circle. For signs that are not regular polygons or circles, the sign area shall be calculated using the area within up to three rectangles that enclose the sign face.
- c. The surface area of any sign made up only of individual letters or figures shall include the space between such letters or figures.
- d. Whenever one sign contains information on both sides, sign area shall be calculated based on the largest sign face. Sides are not totaled.

(b) Minimum setback. The minimum setback from any right-of-way, unless otherwise specified, is half the height of the sign.

(c) Illumination.

- (1) All permitted signs may be indirectly lighted. Nonresidential signs within a residential district may be illuminated as outlined in Section 8-4-6. Signs within a business or industrial district may be internally lighted, unless such lighting is specifically prohibited in this article.
- (2) No sign shall be illuminated in such a way that light may shine into oncoming traffic, affect highway safety, or shine directly into a residential dwelling unit zoned.
- (3) Any electrical sign shall display the required UL, ETL, CSA, or ULC label.
- (4) Illumination shall be no greater than 10,000 nits or footcandles from sunrise to sunset or 700 nits or footcandles from sunset to sunrise and be equipped with automatic brightness control which can dim the display brightness when ambient conditions exist.
- (5) Electronic service lines shall be underground.

(d) Changeable signs.

- (1) Within any business or industrial district, one freestanding or wall-mounted sign per lot may be replaced with a changeable message sign subject to the following requirements:
 - a. Location, area, and height, requirements shall be the same as for freestanding or wall signs.
 - b. The message shall not be changed more than once every 12 seconds, move, flash, or display animation, as prohibited in this article.
 - c. Any changeable message sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner, thereby causing motion, movement, flashing or any other similar effects, shall be repaired, covered, or disconnected by the owner or operator of such sign within 24 hours of notice of violation.
 - d. Light emitted from changeable signs shall not exceed 0.3 footcandles over ambient light.
 - e. Existing nonconforming billboards cannot be converted to changeable signs.

(e) Projecting signs.

- (1) Signs projecting over public walkways shall be a minimum height of eight feet from grade level to the bottom of the sign.
- (2) Projecting signs shall not extend more than six feet beyond the face of the building or beyond a vertical plane two feet inside the curblane.
- (3) Signs, architectural projections, or sign structures projecting over vehicular access areas must conform to the minimum height clearance limitations imposed by the Town for such areas.

(f) Temporary signs.

- (1) Each temporary sign shall be maintained in good, safe condition, securely affixed to a building or the ground.
- (2) A temporary sign shall not be illuminated.
- (3) A temporary sign permit shall be applied for and approval obtained prior to the installation of all temporary signs, pennants and streamers.
- (4) Temporary sign permits shall be issued for no more than 30 days per quarter.

- (5) Individual homeowners cannot advertise for businesses or events as that is considered off-premise signage.
- (6) Portable signs subject to the dimension requirements in this article and provided they in no way obstruct vehicular travel, public parking and/or pedestrian movement along sidewalks and are removed when the establishment is closed for business, must apply for and obtain approval of a sidewalk encroachment permit if applicable.
- (7) Residential parcels. Temporary signage shall be permitted on residential parcels for off-premise advertising, granted they comply with the temporary sign square footage and duration.
 - a. No permitting is required.
 - b. Temporary off-premise signage is not to exceed 32 square feet.
 - c. Signs shall be allowed no more than 14 days prior to the event and no more than three days after its termination.
- (8) Construction sites. Signs shall be permitted beginning when permits are issued for site preparation or construction and for the duration of actual construction and shall be removed within 15 days following the issuance of a certificate of occupancy, completion or abandonment of work, whichever occurs first.
 - a. Such signs shall not exceed an area of 16 square feet and a height of six feet.
 - b. Each sign shall be at least 20 feet from contiguous property lines of adjacent landowners and at least five feet from any right-of-way.
 - c. Only one sign per street frontage shall be allowed.
 - d. Temporary signage may include off-premise information.

Section 8-4-6 Districts.

- (a) District regulations.
 - (1) The following requirements shall apply in the designated district, as appropriate, to permitted uses by right and special uses as may be permitted, subject to all other requirements of this chapter.
 - (2) Sign area square footage limits are provided per sign unless specified as a total. Total area is calculated as an aggregate of all signs of that type.

Table 8.4.6(A) Maximum Sign Dimensions: AFOS District

Sign Type	Residential Uses			Nonresidential Uses and Neighborhood Signs		
	Number	Area	Height	Number	Area	Height
1. Freestanding	Not permitted	N/A	N/A	1 per street frontage	25 square feet	15 feet
2. Wall	Not permitted	N/A	N/A	1 per street frontage	25 square feet	N/A
3. Minor	1 per street frontage	3 square feet	N/A	Not limited	3 square feet	N/A
4. Portable	Not permitted	N/A	N/A	1 per street frontage	6 square feet	4 feet
5. Temporary	Not limited	32 square feet total	4 feet	Not limited	32 square feet total	4 feet
6. Internally illuminated	Not permitted	N/A	N/A	Not permitted	N/A	N/A
7. Window Signage	Not permitted	N/A	N/A	Not permitted	N/A	N/A

Table 8.4.6(B) Maximum Sign Dimensions: R-1, R-2, R-3, R-4 Residential Districts

Sign Type	Residential Uses			Nonresidential Uses and Neighborhood Signs		
	Number	Area	Height	Number	Area	Height
1. Freestanding	Not permitted	N/A	N/A	1 per street frontage, shall be monument only	16 square feet	6 feet
2. Wall	Not permitted	N/A	N/A	1 per street frontage	16 square feet	N/A
3. Minor	1 per street frontage	3 square feet	N/A	Not limited	3 square feet	N/A
4. Portable	Not permitted	N/A	N/A	1 per street frontage	6 square feet	4 feet
5. Temporary	Not limited	32 square feet total	4 feet	Not limited	64 square feet total	4 feet
6. Internally illuminated	Not permitted	N/A	N/A	Not permitted, except for churches, residential care facilities, apartment complexes, and townhouses*	N/A	N/A
7. Window Signage	Not permitted	N/A	N/A	Not permitted	N/A	N/A

Table 8.4.6(C) Maximum Sign Dimensions: B-1, B-2, B-3, M-1, OI, and PTD Districts

Sign Type	Number	Area	Height
1. Freestanding	1 per street frontage	60 square feet, except 200 square feet allowed within 660 feet of I-81	15 feet, except 50 feet allowed within 660 feet of I-81
2. Projecting	1 per business per street frontage	12 square feet	See Section 8-4-5
3. Wall	1 per business per street frontage	Front: 2 square feet for every 1 LF of building face on which the sign is located; side and rear: 1 square feet for every 1 LF of building face on which the sign is located	N/A
4. Canopy	1 per street frontage	0.5 square feet per LF of canopy fascia on which the sign is mounted	Sign shall not extend above or be suspended below the horizontal plan of the canopy fascia
5. Portable	1 per business	12 square feet	4 feet
6. Temporary	Not limited	32 square feet total	4 feet
7. Minor	Not limited	3 square feet	4 feet
8. Window Signage		10% square feet of total area of all windows on each building façade.	N/A

Window signs are permitted only on the first floor of a building unless the business advertised is only on the floor where the window sign is displayed.

(b) Old and Historic District.

- (1) Signs within the Old and Historic District shall be subject to the Town of Abingdon Design Review Guidelines for the Old and Historic District, as amended, and require a certificate of appropriateness by the Historic Preservation Review Board (HPRB).

(2) The HPRB may approve the attachment or suspension of a sign from an existing freestanding or projecting sign or, in the case of a building on a site with more than one street frontage or more than one principal entrance, one additional freestanding or projecting sign per additional street frontage or principal entrance, if the HPRB determines that such an arrangement is in keeping with the architectural character of the property.

(3) Window signage seen from a public right of way is not allowed without HPRB approval.

(4) Temporary signage is not allowed without HPRB approval.

(5) Sandwich board signs are allowed without HPRB approval.

Section 8-4-7 Nonconforming signs.

(a) Nonconforming signs.

- (1) Any sign legally existing at the time of the passage of this chapter that does not conform in use, location, height, or size with the regulations of the zone in which such sign is located, shall be considered legally nonconforming and shall be permitted to continue in such status until such time as it is either abandoned or removed by its owner, subject to the following limitations:
 - a. A nonconforming sign shall not be enlarged nor shall any feature of a nonconforming sign, including but not limited to illumination, be increased.
 - b. A nonconforming sign shall not be moved for any distance on the same lot or to any other lot unless such change in location will make the sign meet all current requirements of this article.
 - c. A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding 50% of its sign area may be restored within two years after such destruction or damage but shall not be enlarged in any manner. If such sign is destroyed or damaged to an extent exceeding 50%, it shall not be reconstructed but may be replaced with a sign that meets all current requirements of this article.

(b) Exemption for certain existing signs.

- (1) Notwithstanding any contrary provision in this chapter, no nonconforming sign is required to be removed solely by the passage of time.

Section 8-4-8 Enforcement.

(a) Maintenance, repair, and removal.

- (1) Every sign permitted by this chapter shall be kept in good condition and repair. When any sign becomes insecure, in danger of falling or is otherwise deemed unsafe by the Administrator, or if any sign shall be unlawfully installed, erected, or maintained in violation of any of the provisions of this chapter, the owner thereof or the person or firm using same shall, upon written notice by the Administrator forthwith in the case of immediate danger, and in any case within not more than 10 days, make such sign conform to the provisions of this chapter, or shall remove it. If within 10 days the order is not complied with, the Administrator shall be permitted to remove or cause such sign to be removed at the expense of the owner and/or the user of the sign.
- (2) If a sign presents an imminent and immediate threat to life or property, then an authorized Town official may abate, raze, or remove it, and the Town may bring an action against the responsible party to recover the necessary costs incurred for abating, razing, or removing the sign.

(b) Removal of abandoned signs.

- (1) A sign shall be removed by the owner or lessee of the premises upon which the sign is located when the business which it advertises is no longer conducted on the premises. If the owner or lessee fails to remove such sign, the Administrator shall give the owner 30 days' written notice to remove it. Upon failure to comply with this notice, the Administrator or his duly authorized representative may remove the sign at cost to the property owner.

Division XI Definitions

11-1-2 General and use definitions.

Window sign means a sign painted, stenciled, or affixed entirely within or upon the flat surface of a window or door, or placed immediately behind the window so as to attract the attention of persons outside the building, but excluding merchandise in a window display.

Per Code of Virginia 15.2-2283 the purpose of zoning ordinance shall promote health, safety or general welfare of the public. Therefore, requiring that a zone text amendment be reviewed for several specific items.

- Whether and the extent to which the proposed amendment is consistent with the comprehensive plan and any other applicable and adopted long range planning documents;

Staff Findings: The Abingdon Comprehensive Plan was updated in 2020. There are specific references to the quality of life and the economy of Abingdon:

- “Abingdon will achieve well-planned, orderly growth by building on our assets, increasing walkability, and maintaining an exceptionally high quality of life.” (Pg. 7)
 - “Abingdon will grow its economy by helping a wide range of local and regional entrepreneurs and businesses prosper.” (Pg. 7)
 - “The Town’s standards for preservation will maintain the look and feel of its historic districts while allowing for economically viable reuse of the structures.” (Pg. 8)
 - “Abingdon will have a thriving tourism economy built upon three main pillars – the arts, history, and outdoor recreation.” (Pg. 8)
 - “The Town will have a wide variety of options, such as lodging, restaurants, experiences, retail, tours, and culinary events to meet the needs of visitors of all ages and interests.”
 - “Abingdon will invest in activities, amenities, and experiences to meet the changing needs for repeat and new travelers.” (Pg. 8)
- Whether the proposed amendment is in conflict with any provision of the Zoning Ordinance and any other regulations contained in the Town Code or other applicable regulations;

Staff Findings: Window signage will continue to be allowed within the Town of Abingdon. Only now there will be specific codes that help regulate them.

- Whether and the extent to which there are changed conditions that require an amendment;

Staff Findings: Yes. With the influx of businesses window signage is needed to ensure the streetscape remains well planned and orderly.

- Whether and the extent to which the proposed amendment addresses a demonstrated community need;

Staff Findings: The community is being inundated with shops that have installed large amounts of window signage. In order to protect the Entrance Corridor, the Old and Historic District, and maintain a well-planned streetscape is a community need.

- Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;

Staff Findings:

- Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise,

storm water management, wildlife, vegetation, floodplains, wetlands, and the natural functioning of the environment; and

Staff Findings: There will be no adverse impacts to the natural environment with the zone text amendment. Site plan review, permitting and construction review will allow for each project to be reviewed for specific impacts.

- Whether and the extent to which the proposed amendment will have a positive effect on the balance between residential and nonresidential uses.

Staff Findings: This request will be in keeping with other localities comparable to Abingdon.

REQUIRED ACTIONS OF THE TOWN COUNCIL:

- A. Sample Motions. The role of the Town Council in this instance is to decide to approve or deny a resolution initiating this Zone Text Amendment.

Sample Motion Having reviewed and considered the application materials, staff report, and public comment, in accordance with the requirements of Section 15.2-2286(A)(7) of the Code of Virginia, I move to recommend the Town Council to Amend the Zoning Ordinance to add window signage code language as a use for the public necessity, convenience, general welfare, and good zoning practices;

**AN ORDINANCE OF THE COUNCIL FOR THE TOWN OF
ABINGDON, VIRGINIA AMENDING CHAPTER 44. ARTICLE 8.
SECTION 8-4-3, 8-4-4, 8-4-6, AND 11-1-2 ADDING LANGUAGE
CONCERNING WINDOW SIGNAGE**

WHEREAS, pursuant to the Code of Virginia § 15.2-2283, zoning ordinances shall be for the general purpose of promoting the health, safety, or general welfare of the public and of further accomplishing the objectives of planning to facilitate the creation of a convenient, attractive, and harmonious community; and

WHEREAS, pursuant to the Code of Virginia § 15.2-2240, every locality shall adopt an ordinance to assure the orderly subdivision of land and its development; and

WHEREAS, the Town Council has determined to amend the Town's zoning ordinance and subdivision ordinance to ensure compliance with state regulations, promote good economic development and zoning practices, and to streamline and reorganize for improved readability and understanding; and

WHEREAS, the Planning Commission held a public hearing on September 26, 2023, after notice in accordance with Section 15.2-2204 of the Code of Virginia, during which during which the public had the opportunity to speak regarding the proposed amendments to the Zoning and Subdivision Ordinance; and

WHEREAS, pursuant to the Code of Virginia § 15.2-2223, the Planning Commission finds that the proposed draft of the will promote the health, safety, or general welfare of the public and assure the orderly subdivision of land and its development, and **RECOMMENDED APPROVAL**; and

WHEREAS, the Town Council held a public hearing on October 3, 2022, after notice in accordance with Section 15.2-2204 of the Code of Virginia, during which the public had the opportunity to speak regarding the proposed amendments to the Zoning and Subdivision Ordinance; and

WHEREAS, the Town Council finds that the proposed amendment of the Town of Abingdon Zoning and Subdivision Ordinance will promote the health, safety, or general welfare of the public and assure the orderly subdivision of land and its development, in accordance with the Code of Virginia.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 44. Article 8. Section 8-4-3, 8-4-4, 8-4-6, and 11-1-2

Section 8-4-3 Exemptions.

(a) Signs not requiring permit.

(1) The following signs are allowed and do not require a permit:

- a. Window signs on the interior of the window otherwise known as “hours of operation” signage.

Section 8-4-4 Prohibited.

Prohibited signs.

(1) Lighted window signage. This applies to all window signage whether located on the outside or inside of a window except for hours of operation signage.

Section 8-4-6 Districts.

(a) District regulations.

- (1) The following requirements shall apply in the designated district, as appropriate, to permitted uses by right and special uses as may be permitted, subject to all other requirements of this chapter.
- (2) Sign area square footage limits are provided per sign unless specified as a total. Total area is calculated as an aggregate of all signs of that type.

Table 8.4.6(A) Maximum Sign Dimensions: AFOS District:

- Window Signage is not permitted.

Table 8.4.6(B) Maximum Sign Dimensions: R-1, R-2, R-3, R-4 Residential Districts:

- Window Signage is not permitted.

Table 8.4.6(C) Maximum Sign Dimensions: B-1, B-2, B-3, M-1, OI, and PTD Districts:

- Window Signage is allowed 10% sq. ft. of total area of all windows on each building façade.

Window signs are permitted only on the first floor of a building unless the business advertised is only on the floor where the window sign is displayed.

(b) Old and Historic District.

(1) Window signage seen from a public right of way is not allowed without HPRB approval.

Division XI Definitions.

11-1-2 General and use definitions.

Window sign means a sign painted, stenciled, or affixed entirely within or upon the flat surface of a window or door, or placed immediately behind the window so as to attract the attention of persons outside the building, but excluding merchandise in a window display.

BE IT FURTHER ORDAINED that should any section or provision of this ordinance be decided to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of any other section or provision of this ordinance or the Code of the Town of Abingdon, Virginia; and

BE IT FURTHER ORDAINED that upon adoption by the Town Council, the amendments herein listed will be added to Chapter 44 Land Use; and

BE IT FURTHER ORDAINED that the Town Council authorizes Town staff to make non-substantive edits, including correction of punctuation, numbering, internal cross-references, citations to any statutes, and any related clerical-type changes to the text and exhibits as necessary to ensure internal consistency of the newly adopted Town of Abingdon Zoning and Subdivision Ordinance and, add language as may be necessary for clarification of information and correct any factual errors.

CERTIFICATE

Pursuant to Section 2-100 of the Code of the Town of Abingdon, Virginia, I hereby certify that I have reviewed the foregoing proposed ordinance amendment to update to Chapter 44, and find it to be in correct form, as set forth above, this first _____ day of _____, 2023.

Cameron Bell, Counsel

This ordinance was adopted on _____, 2023, to take effect on _____.

Mayor

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 October 3, 2023. I hereby 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 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
Amanda Pillion, Mayor		
Dwyane Anderson, Vice Mayor		
Derek Webb		
Donna Quetsch		
Wayne Austin		

WITNESS MY HAND and the seal of the Town of Abingdon as of _____, 2023.

(SEAL)

Kimberly Kingsley, Clerk



**A RESOLUTION DECLARING THE COUNCIL’S SUPPORT FOR NAMING THE
INTERSTATE 81 BRIDGE OVER CUMMINGS STREET (EXIT 17)
THE MASTER FIREFIGHTER CAMERON B. CRAIG MEMORIAL BRIDGE AND
PETITIONING THE VIRGINIA COMMONWEALTH TRANSPORTATION BOARD TO
CONCUR WITH THIS DECISION**

WHEREAS, Cameron B. Craig was born on June 3, 2003; and

WHEREAS, Cameron B. Craig graduated from Trigg Street Christian Academy; and

WHEREAS, Cameron B. Craig joined the Abingdon Fire Department on May 27, 2022;
and

WHEREAS, Cameron B. Craig succumbed to injuries when the Abingdon Fire Department truck he was a passenger in crashed while responding to a call on Thursday, October 19, 2023; and

WHEREAS, Cameron B. Craig lived a life of dedication, even at 20 years old; and

WHEREAS, Cameron B. Craig had an unwavering passion to serve others, especially by working with the Abingdon Fire Department.

WHEREAS, Cameron B. Craig responded to countless emergencies, risking his life to protect and save the lives of others. At the same time, his bravery and dedication to keeping our community safe was a testament to his Christian character.

NOW, THEREFORE BE IT RESOLVED, that the Abingdon Town Council:

1. Recognizes the many contributions of Master Firefighter Craig to the Town of Abingdon, Washington County, and the Commonwealth of Virginia; and

2. Expresses our condolences to the family and many friends of Firefighter Craig; and

3. Supports the General Assembly’s actions to name the Interstate 81 Bridge over Cummings Street in memory of Master Firefighter Cameron B. Craig; and

4. Declares its support, as a lasting memorial of Fallen Firefighter Craig, for the designation of the Interstate 81 Bridge over Cummings Street (Exit 17), the “Master Firefighter Cameron B. Craig Memorial Bridge”, and for the installation of appropriate signage to make the designation visible to motorists travelling on both Cummings Street and Interstate 81 (Exit 17) and urges the Virginia Commonwealth Transportation Board to promptly concur with this designation.

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 November 13, 2023. I hereby 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 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
Amanda Pillion, Mayor		
Dwyane Anderson Vice Mayor		
Donna Quetsch		
Derek Webb		
Wayne Austin		

WITNESS MY HAND and the seal of the Town of Abingdon as of November 13, 2023.

(SEAL)

Kimberly Kingsley, Clerk



TOWN OF ABINGDON

OFFICE OF
COMMUNITY DEVELOPMENT
DEPARTMENT

133 W. MAIN STREET
P. O. BOX 789
ABINGDON, VA 24212-0789

PHONE: 276-492-2234

October 27, 2023

Johson, Mirmiran & Thompson, Inc. (JMT)
9201 Arboretum Parkway, Suite 310
Richmond, VA 23236

**Re: Professional Services
Sinking Spring Cemetery Preservation Plan**

Dear Mary Alfson Tinsman & JMT Staff Associates:

On behalf of the Proposal Review Committee and the Town of Abingdon, we wish to thank you and your staff for preparing a proposal for the Sinking Spring Cemetery Preservation Plan. I am pleased to inform you that your firm was selected for this project. We consider ourselves very fortunate to have received a number of strong proposals, and thank you for the time, effort, and expense that you devoted to submitting the proposal. We look forward to working with your firm on this project.

Sincerely,

Gabriel Cristofari
Senior Planner/GIS, Abingdon Community Development

Submitted to:

Town of Abingdon, VA

October 2, 2023

Request for Proposal

Sinking Spring Cemetery Preservation Plan

Submitted by:

Johnson, Mirmiran & Thompson, Inc. (JMT)





October 2, 2023

Mayana Rice
Assistant Town Manager
Town of Abingdon
133 W. Main Street
Abingdon, Virginia 24210

RE: Request for Proposals- Sinking Spring Cemetery Preservation Plan
JMT Job No. 23-03008

Dear Mayana Rice,

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit our proposal in response to the above-referenced contract.

Established in 1971, JMT is a multi-disciplined consulting firm providing cultural resources, environmental, planning, architectural, GIS, surveying, engineering, construction management/inspection, and related services. JMT provides cultural resources services nationwide, with skilled discipline leads qualified in architectural history, historic preservation, archaeology, public history, and public participation. JMT offers the staff, capabilities, and resources of a large firm, while maintaining the personal touch of a small firm. Our extensive experience conducting historic resource surveys across the country (AR, DC, FL, GA, MD, NJ, PA, SD, TX, VA, and WV) provides us with a unique skill set that is essential to this project. **We also offer local knowledge of Virginia, with offices in Herndon, Richmond, and Virginia Beach.**

Our experience working in a national setting allows us to bring proven methodologies and solutions to projects no matter where they are located. We have the unique opportunity to learn about and understand regional architectural trends, local styles and forms, and character-defining features through both research and fieldwork. Our training and exposure have allowed us to experience – and given us the ability to better understand – regional development and vernacular architectural trends. This skillset provides cost savings solutions to our clients as well as ensures that the research and evaluation of resources are done using current best practices. We are committed to performing the work within the project schedule.

Should any questions regarding this proposal arise, please feel free to reach out to our Cultural Resources Manager, Ms. Mary Alfson Tinsman at 215-496-4728 or malfson@jmt.com.

Very truly yours,

JOHNSON, MIRMIRAN & THOMPSON, INC.

A handwritten signature in black ink, appearing to read "Robert Gallagher".

Robert Gallagher, PE
Senior Vice President





Table of Contents

TABLE OF CONTENTS

Proposal Sections

- **Transmittal Letter**
- **Table of Contents**
- **Statement of Qualifications**
 - Specialized experience and technical expertise of JMT
 - JMT's understanding of the services as presented in the scope of service
 - References
 - Special experience and qualifications relative to this project
 - Key personnel assigned to this contract; provide number of employees, company title, and licensure
 - Specific requirements, if any, which the Town will need to provide or meet prior to starting the contract
- **Attachments**
 - Attachment A
 - Attachment B
 - Attachment C
 - Attachment D



Statement of Qualifications



Demonstrated specialized experience and technical expertise of JMT showing comparable services provided to other municipalities.

Similar Project Experience

As a 100% employee-owned company, each of our employees has a vested interest in our success and is committed to providing clients with professional services of exceptional quality. This has resulted in continued success throughout our history and demonstrates that we meet our commitments not only in terms of budgets and schedules, but also in quality, innovation, and in providing experienced staff that take pride in what they do. We have also earned a reputation as a first-class consulting firm providing innovative, user-friendly, and cost-effective solutions to assist our clients in meeting their project requirements and budget constraints.

Nearly all JMT's projects are public or government projects (local, municipal, state, county, or federal). JMT has only limited involvement in private development projects, assuring minimal conflicts with public projects. We have assisted our clients with obtaining funding and grants through the state and federal government. Our Cultural Resources team is familiar with federal, state, and local laws and regulations about historic preservation, planning, and Certified Local Governments, including zoning and ordinances. We maintain records on the submittal requirements by state and stay current on changes to submittal processes within the region.

JMT's Cultural Resource team is keenly aware of how individual elements need to come together to successfully complete a project. Pulling from previous experience, we fully understand the steps needed to conduct a large-scale architectural survey as well as potential risks to the budget and timeline. This experience and expertise make the JMT Cultural Resource team a valuable partner for the Town.

Project Examples

Mt. Hope Cemetery Feature Location Southern Pines, NC

Reference:

Town of Southern Pines, NC

Amy Kirk

Phone: 910-692-9235

Email: kirk@southernpines.net

JMT recently mapped the 100-year-old Mt. Hope Cemetery and provided a geodatabase that will soon be used online to search gravesites.

We first built a data model and then had surveyors capture data in the field. The cemetery was completely covered in tree canopy, so GPS was not an option for data collection. JMT's Raleigh survey crew took pictures of gravestones while locating them in the field with traditional survey methods. The photo documentation was used to tie the data back to the geodatabase.

Once completed, JMT was additionally tasked with surveying all large trees and shrubs in the cemetery. The final geodatabase contains headstones, footstones, photos, trees, and shrubs throughout the cemetery.



Demonstrated specialized experience and technical expertise of JMT showing comparable services provided to other municipalities.

PHASE II Archaeological Investigations and Historic Structures Assessment at the Idlewilde/Downman Property, Fredericksburg, VA

Reference:

City of Fredericksburg

Kate Schwartz

Phone: 540-372-1179

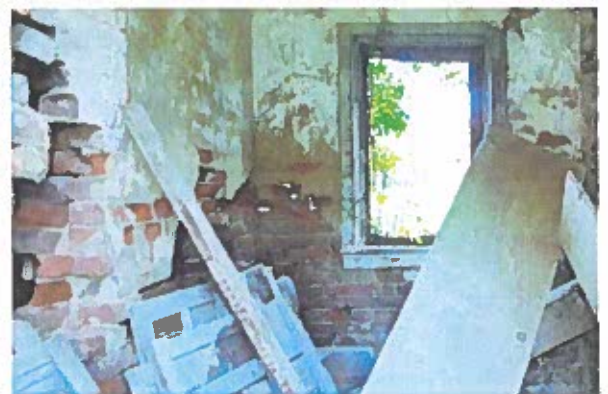
Email: ksschwartz@fredericksburgva.gov

The City of Fredericksburg, Virginia, through a Certified Local Government (CLG) grant distributed through the Virginia Department of Historic Resources (DHR), undertook a preservation planning project designed to identify and interpret the unique resources present at the National Register of Historic Places (NRHP)-listed Idlewild/Downman House (111-0151) and its associated Archeological site (44SP381). The project sought to identify and document the resources on the site associated with Virginia's Antebellum, Civil War, and Reconstruction era with a specific emphasis on the African American perspective.

JMT completed a Phase II Archeological evaluation and historic resource assessment of approximately 0.4 acres focusing on the three structures nearest to the main house. These structures have been identified as the "kitchen" or "quarters," the "dairy shed," and the "smokehouse."

Particular attention was paid to these three outbuildings which were most likely to yield information about African American history. Research questions included how the outbuildings and site were used over time, who their occupants were, and whether they were enslaved individuals prior to the Civil War or freed persons after the war. Background research indicated that the homeowner in the early to mid-1800s owned multiple enslaved peoples; detailed research revealed the names of at least 17 individuals who were enslaved on the property as well as details on their lives on this property.

Archeological investigations were conducted at the National Register of Historic Places (NRHP)-listed Idlewild/Downman House (111-0151) and its associated Archeological site (44SP381). The project sought to identify and document the resources on the site associated with Virginia's Antebellum, Civil War, and Reconstruction era with a specific emphasis on the African American perspective. Shovel test pits and test units were utilized to identify artifacts and features. A total of five test units were excavated during Ph. II work, and two features were excavated. Artifacts identified and collected from the test units represented the following groups: architectural, agricultural, historic miscellaneous, activities, kitchen, personal, clothing, and lithic. Collected artifacts include fragments of bottle glass, oil lamp fragments, solarized bottle glass, salt glazed stoneware, pearlware, whiteware, ironstone, porcelain, hard-paste porcelain, yellow ware, redware, bisque porcelain, mortar, coal cinder, flat window glass, square-cut nails, slate roofing material, iron nails, iron screws, machine cut nails, barbed wire, wire nails, half of a horseshoe, shotgun shells, glass buttons, shoe leather, cast brass buckle, cast brass eyelet, a Prosser molded button, coins, oyster shell, heat altered rock, and non-diagnostic quartz debitage.



Demonstrated specialized experience and technical expertise of JMT showing comparable services provided to other municipalities.

National Register of Historic Places Nomination for Depot Square, Abingdon, VA

Reference:

Blake McDonald

Architectural Survey & Cost Share Program Manager

Division of Survey & Information Management

Department of Historic Resources

Blake.mcdonald@dhr.virginia.gov

804-482-6086

JMT was contracted by the Virginia Department of Historic Resources to prepare a nomination to the National Register of Historic Places for Depot Square, a historic district in Abingdon, VA in 2020. The Depot Square Historic District is located one block south of West Main Street and is situated around the former Norfolk & Western Railway tracks. The historic district extends along Front Street, Depot Square, and Wall Street and includes two Norfolk & Western Railway depots, five associated buildings, and one pedestrian bridge. The buildings possess characteristics of building styles that originated and proliferated during the late 19th and early 20th centuries including Greek Revival, Gothic Revival, Italianate, Queen Anne, Tudor Revival, and Commercial. The district serves as a tangible reminder of the significance of the Railroad Era within the Town of Abingdon.

JMT completed all research and survey work required for the completion of the National Register Nomination for the historic district. This included primary and secondary source research and an architectural survey of the historic resources within the district boundaries. As part of this project, JMT assessed the resource's historic integrity and significance and completed a historic district inventory.



Demonstrated specialized experience and technical expertise of JMT showing comparable services provided to other municipalities.

Cultural Resources Management Consultant Services, Jackson County, FL

Reference:

Florida Department of State

Alissa Slade Lotane

Phone: 850-245-6357

Email: Alissa.lotane@dos.myflorida.com

JMT was contracted by the Florida Division of Historical Resources to conduct a county-wide historic resource survey in Jackson County.

This survey was funded by the National Park Service pursuant to its Hurricanes Florence and Michael and Typhoon Yutu Emergency Supplemental Historic Preservation Fund grant program. The project included the preparation of an in-depth research design and historic context, significant public outreach, and the survey and documentation of approximately 6,000 historic resources. The purpose of this survey was to document all buildings 50 years or older within the boundaries of Jackson County. The survey identified historic resources constructed in and prior to the survey cut-off date of 1971 and made recommendations on their historic significance and eligibility for listing in the National Register of Historic Places (NRHP).



Understanding of Scope

The Town of Abingdon is seeking proposals for consulting groups specializing in historical preservation, cultural resource management, and historic cemetery maintenance to develop a preservation plan for Sinking Spring Cemetery. The Town of Abingdon is a historically significant town centrally located in Southwest Virginia. The Town requires a preservation plan which will serve as a "living blueprint" to assist in the preservation and maintenance of Sinking Spring Cemetery's history and cultural resources.

The purpose of this preservation plan is to provide a living document for both present and future maintenance needs, ensuring the historic resources of Sinking Spring Cemetery are preserved and maintained properly. To this end, the preservation plan will include a maintenance plan, ensuring any repairs undertaken will follow appropriate methods of repair. The plan will serve as a historic document, inventory database, and maintenance guide for Sinking Springs Cemetery. The implementation of the preservation plan will promote the preservation and maintenance of Sinking Spring Cemetery and allow the Town of Abingdon to prioritize future maintenance needs.

Final deliverables will include a Preservation and Management Plan and a Cemetery Inventory GIS database:

- The Preservation and Management Plan will include a full historical narrative of the cemetery, supported by deed research and records to clarify the ownership history of the overall site. It will also contain a maintenance plan which will address proper procedures for the repair and maintenance of all above-ground infrastructure, including roads and pedestrian pathways, structures (including Cummings Cabin), plot curbing and fencing, headstones and markers, and other commemorative features. The Plan will also address appropriate landscape management, rules and regulations for special events, methods to address security and vandalism, and provide recommendations for capital improvements. A funding and revenue plan for the continued preservation of the cemetery will be included as a section in the Preservation and Management Plan and will include recommendations on potential avenues for grant funding, fundraising strategies, and historic heritage programming.
- The Cemetery Inventory will catalog all visible grave markers located within the legal boundaries of the cemetery. The inventory will be produced using a GIS application specifically tailored to capture locational data, photographs, and narrative data about each grave marker. The information captured will include photographs of each side of each marker, the type of marker, the marker material, name of deceased, date of birth, date of death, inscriptions, associated plaques (where present), and the condition of each marker.

Recommendations for the treatment and maintenance of historic resources within the cemetery will be made in keeping with the National Park Service's Preservation Brief Number 48, *Preserving Grave Markers in Historic Cemeteries*.

Approach

Kick-off

The project will begin with a virtual kick-off meeting with appropriate JMT and Town staff. The kick-off meeting will serve as an opportunity to review the project's scope of work, goals, methodology, and schedule, as well as discuss any special considerations or concerns held by the Town. Additionally, any pertinent information regarding the history of the cemetery and project, including but not limited to previous inventories, surveys, or histories, will be shared with JMT.

Research and Historical Narrative

Using information provided by the Town and identified through independent research, JMT will draft a narrative history of Sinking Spring Cemetery. Potential research sources include the records of the Sinking Spring Presbyterian Church, the Historical Society of Washington County, and the Washington County Recorder of Deeds. Research will be conducted in person as needed in conjunction with other on-site work.

Comprehensive statement detailing JMT's understanding of the services as presented in the scope of service

Cemetery Inventory

JMT's cultural resource professionals will conduct a comprehensive inventory of Sinking Spring Cemetery. Surveyors will utilize a GIS based application that will be custom developed to collect the data required for the survey. This application runs on tablets and efficiently allows surveyors to collect and save data to the cloud in real time and has removed the need for transcribing paper forms written in the field. Each resource will be photographed directly from the application. Photographs and collected data are tied to a locational datum point, resulting in a database that can be queried geographically. At minimum, surveyors will record a datum point at the location of each marker, photographs of each side, the marker type and material, the name of the deceased, birth date, death date, inscriptions, descriptions and photographs of associated plaques, and the condition of each marker.

The survey team will consist of four members working in tandem, each of whom meets the Secretary of the Interior's Professional Qualifications as an architectural historian or archaeologist. The survey team will capture the best possible photographs of each grave marker, however, JMT cannot be held responsible for dense overgrowth or other visual obstructions.

Once fieldwork is complete, JMT will make recommendations regarding the preservation of the cemetery to include potential remedial treatments for a range of conditions noted over the course of the survey and for appropriate ongoing maintenance. While JMT's recommendations will address the treatment of specific conditions noted on site, JMT will not make recommendations specific to individual grave markers or burial sites.

The final cemetery inventory will be included in tabular form in the final Preservation and Maintenance Plan, as well as provided to the Town as a File Geodatabase to integrate with their respective GIS platforms. Information about GIS requirements will be provided by the Town of Abingdon.

Preservation and Maintenance Plan

Following the completion of the cemetery inventory, JMT will integrate the historical narrative with the data collected to develop a Preservation and Maintenance Plan which will address proper procedures for the repair and maintenance of all above-ground infrastructure. Recommendations for the treatment and maintenance of historic resources, including grave markers and landscape elements, within the cemetery will be made in keeping with the National Park Service's Preservation Brief Number 48, *Preserving Grave Markers in Historic Cemeteries*.

The Plan will also address appropriate rules and regulations for special events, methods to address security and vandalism, and provide recommendations for capital improvements based on the survey and inventory. A funding and revenue plan for the continued preservation of the cemetery will be developed in consultation with the Town and the Virginia Department of Historic Resources and will include recommendations on potential avenues for grant funding, fundraising strategies, and parameters for historic heritage programming.

Deliverables

JMT will submit all deliverables in electronic format.

References

Below are the two references for JMT:

Town of Southern Pines, NC

CONTACT INFORMATION

Town of Southern Pines
Amy Kirk
Phone: 910-692-9235
Email: kirk@southernpines.net

Related comprehensive services

- Mt. Hope Cemetery Feature Location, Southern Pines, NC

City of Fredericksburg, VA

CONTACT INFORMATION

City of Fredericksburg
Kate Schwartz
Phone: 540-372-1179
Email: ksschwartz@fredericksburgva.gov

Related comprehensive services

- PHASE II Archaeological Investigations and Historic Structures Assessment at the Idlewilde/Downman Property, Fredericksburg, VA

Other Special Experience

Advances in technology have had a significant impact on the ability to collect and analyze data remotely without the need for being "wired" to the network. Today's technology has allowed us to streamline the survey and documentation process. Having used data gathering technology in the field, our staff understands both the benefits and the challenges of these tools. Our experience has given us multiple opportunities to test, refine and revise our survey methods and strategies based on the technology available – including software and hardware. Our staff are fully equipped with the necessary hardware for field collection of data and are experienced in using this methodology.

Using Global Positioning Systems (GPS), tablets, and wireless communications technologies, our team has established the expertise and capabilities to successfully collect critical project data in the field. With the GIS application, data collection is based on GPS location points which correspond to individual resources. The database will be customized with the fields required to collect the data requested by the client. The collected data will be automatically tied to the corresponding point and saved to the cloud in real time. Additionally, each resource will be photographed directly from the application and photos will be linked to the corresponding point.

JMT is staffed with individuals skilled in all facets of the application of these technologies, from analysis and design to implementation. These capabilities touch all of the firm's core disciplines, representing a considerable advantage to our clients.

Staffing Workload

JMT's cultural resource team works collaboratively, assigning the staff based on skillsets and experience to provide clients with the highest quality service. Staff assigned to this project were selected because of their experience on similar projects and their availability to complete this project within the scope and schedule.

Workload and Availability

The chart below graphically depicts the workload commitments over the next twelve months for the key team members and the significant resources available for assignments under this contract. This excess capacity provides sufficient availability for the key personnel to dedicate themselves to meeting the Town's schedule. Our depth of resources will also allow us to expedite projects based on the Town's needs. Due to the varying requirements of this contract, we commit to providing ample staff resources to handle even the peak workload demands.

Christine Leggio will serve as the Project Manager. Ms. Leggio has 75% availability to dedicate to the project. Ms. Leggio will provide oversight to all project staff and direct the fieldwork and completion of all project deliverables.

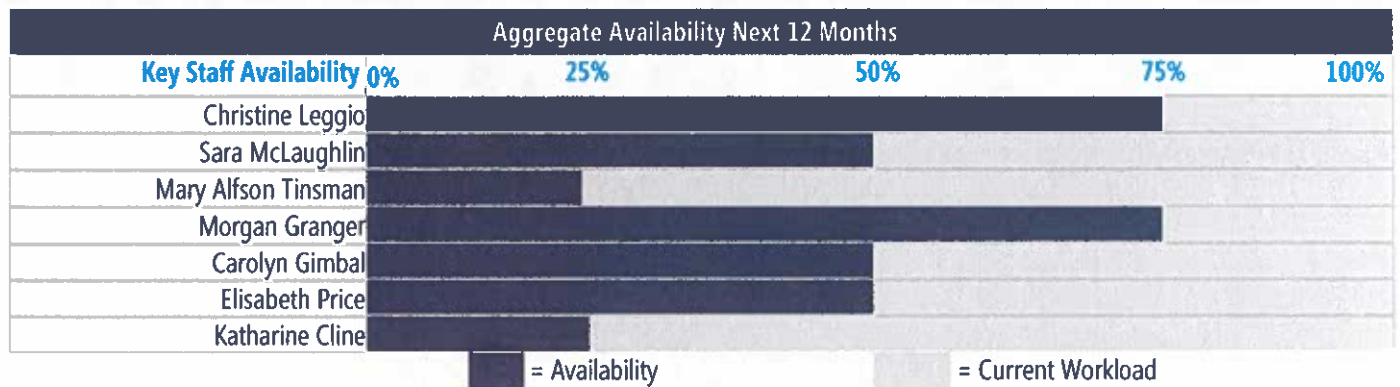
Sara McLaughlin will serve as the Data Manager. Ms. McLaughlin has 50% availability to dedicate to the project. Ms. McLaughlin will develop the GPS application for the survey and will be available to support the survey team as needed.

Mary Alfson Tinsman will provide QA/QC for all project deliverables. Ms. Tinsman will have 25% availability to dedicate to the project.

Morgan Granger will serve as the Architectural Historian for this project. Ms. Granger has extensive experience in preserving cemeteries and will have 75% availability for the project. Ms. Granger will lead the field documentation, research, and reporting.

Carolyn Gimbal, Elisabeth Price, and Katharine Cline will serve as support staff for this project. Ms. Gimbal and Ms. Price have 50% availability for this project and Ms. Cline has 25% availability. They will assist in field documentation, research, and reporting.

Any other special experience and qualifications relative to this project including current staffing workload to be responsive to the immediate needs of the Town



Listing of key personnel assigned to this contract; provide number of employees, company title, and licensure

Key Personnel



Listing of key personnel assigned to this contract; provide number of employees, company title, and licensure



Christine Leggio
Project Manager
MS/Historic Preservation
BFA/Painting & Drawing

12 total | 9 with JMT

Ms. Leggio exceeds the qualifications for Architectural Historian under the standards set forth by the Secretary of the Interior. She has a wide range of professional and academic experience relating to architectural history, architectural conservation, and documentation of historic structures. She also has experience in completing a variety of Environmental Review documents including Historic Resource Surveys/Determination of Eligibility Reports, Determination of Effect Reports, and National Register Nominations. Ms. Leggio has conducted numerous architectural studies, ranging from Reconnaissance-level surveys through large-scale assessment studies throughout the United States. She has studied and documented a wide variety of resources including farmsteads, ranches, urban historic districts, historic landscapes, and residential properties. These surveys range from projects of one or two historic properties to large multi-property surveys. Her responsibilities include project management, historical research, analysis, and report writing.



Mary Alfson Tinsman
QA/QC
MS/Historic Preservation
MBA /Business
Management
BA/Anthropology

25 total | 10 with JMT

Ms. Alfson Tinsman is JMT's Cultural Resources Manager with a successful track record of completing a variety of cultural resource projects. Ms. Alfson Tinsman exceeds the qualifications for Architectural Historian and Historian under the standards set forth by the Secretary of the Interior. Ms. Alfson Tinsman has successfully managed projects in 48 states involving all levels of cultural resources efforts. Her experience includes National Register Nominations, National Historic Landmark Nominations, HABS/HAER documents, cultural landscape reports, National Register eligibility determinations, determination of effects findings, Memorandums of Agreement, Programmatic Agreements, and extensive public involvement and conflict resolution. She also brings significant experience preparing creative mitigation products including online GIS StoryMaps, exhibits, wayside signage, and other public facing products.



Sara McLaughlin
Data Manager
MS/Historic Preservation
BA/Mass
Communications
AAS/ Interior Design

15 total | 9 with JMT

Ms. McLaughlin is a Project Manager and Senior Architectural Historian with 14 years of experience in cultural resources management and preservation architecture. She exceeds the qualifications for Architectural Historian under the standards set forth by the Secretary of the Interior. Ms. McLaughlin has extensive experience working on historic preservation and cultural resources projects for a variety of federal, state, and local clients. Her work focuses primarily on large scale survey projects including management, fieldwork, and research. Her previous cultural resource projects include large-scale survey projects, individual property documentation, Reconnaissance and Intensive level surveys, MOA and Easement creation, HABS/HAER documentation and creation of design guidelines. Ms. McLaughlin has extensive GIS experience, working with a variety of SHPO's to create and utilize project specific portable survey applications for a wide array of projects. Her extensive experience creating, managing, and integrating these survey applications makes her uniquely suited to manage this project.

Listing of key personnel assigned to this contract; provide number of employees, company title, and licensure

11 total | 1 with JMT



Morgan Granger
Architectural Historian
MS/Historic Preservation

Ms. Granger meets the qualifications for Architectural Historian under the standards set forth by the Secretary of the Interior. She has experience providing preservation, conservation, and historian services to a variety of clients, including experience with facilities conditions assessments, cemetery conservation projects, and documentation projects ranging from hand-drawn measured drawings to 3-D laser scanning and modeling

4 total | 2 with JMT



Elisabeth Price
Architectural Historian
MA/Preservation Studies
BA/Art History

Ms. Price is an Architectural Historian who meets the qualifications for Architectural Historian under the standards set forth by the Secretary of the Interior. She has experience in research, documentation, photography, and cultural resource management. She has over four years of professional experience including work on National Register Nominations, post-war properties, modern architecture, and documentation of various large-scale facilities. Her responsibilities include research, fieldwork, and report writing.

5 total | 1 with JMT



Katharine Cline
Architectural Historian
MS/Historic Preservation
BA/History

Ms. Cline has over five years of experience working with historic resources throughout the United States with a focus on southern architectural history. She meets the qualifications for Architectural Historian under the standards set forth by the Secretary of the Interior. Her experience ranges from small scale single property surveys to large projects with several thousand properties. She has experience with historic structures assessments, Section 106 compliance, and mitigation work for projects. Katharine has completed Reconnaissance and Intensive level surveys, Section 106 effects assessments, and Cultural Resource Surveys and inventories in multiple states.

6 total | 3 with JMT



Carolyn Gimbal
Architectural Historian
MA/Historic Preservation
Graduate Certificate/GIS
for Archaeology
BA/ Anthropology

Ms. Gimbal has experience working with historic structures and archaeological resources in North Carolina. She has experience in archaeological field methods from working as an archaeological field technician on contract with NCDOT and Duke Energy. She has architectural survey experience through her graduate school coursework at Cornell University and as the Cleveland Restoration Society's historic preservation intern in the summer of 2018. She developed project management experience with her involvement with Design Connect, a student-run organization at Cornell University that connects students with organizations in need of urban design services across the Finger Lakes region. Ms. Gimbal previously worked at the North Carolina State Historic Preservation Office where she oversaw the digitization of federal and state compliance reports submitted to the office for review. She meets the necessary qualifications of Architectural Historian under the standards set forth by the Secretary of the Interior.

A listing of specific requirements, if any, which the Town will need to provide or meet prior to starting the contract

JMT does not have a listing of specific requirements, if any, which the Town will need to provide or meet prior to starting the contract.



Attachments



ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Code of Virginia 2.2-4342F (updated 07/01/18): "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices."

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror: Johnson, Mirmiran & Thompson, Inc.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A	N/A	N/A

*Bidder/Offeror may attach additional sheets if necessary

☒ Check this box if there are none.

ATTACHMENT B. STATE CORPORATION COMMISSION (SCC) FORM

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

Select one of the following boxes. The undersigned Offeror:

- ☒ is a corporation or other business entity with the following SCC identification number: F1499013
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- ☐ has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The Town reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: 

Date: October 2, 2023

Name: Robert Gallagher, PE
(Print)

Name of Firm: Johnson, Mirmiran & Thompson, Inc.

Title: Senior Vice President



**AGREEMENT BETWEEN
DAVIS BROTHERS ROOFING AND SHEET METAL FABRICATORS, INC., AND
TOWN OF ABINGDON FOR
SINKING SPRINGS CABIN ROOF REPLACEMENT SERVICES**

This Agreement entered into on the 1st of November, 2023, by and between Davis Brothers Roofing and Sheet Metal Fabricators, Inc. having offices at 305 Messick Ave, Church Hill, TN 37642 (Federal EIN # 621575634), and hereafter called "Contractor", and Town of Abingdon, a political subdivision of the Commonwealth of Virginia, having its administrative office at 133 West Main Street, Abingdon, Virginia, 24210, and hereafter called "the Client", "Town of Abingdon" or "Town".

WITNESSETH:

WHEREAS, Client has secured services of contractor through its Small Purchase Policy Procedures and confirmed by selection of the lowest responsive and responsible bidder by the Town and authorized for Award by the Council of the Town of Abingdon.

WHEREAS, Contractor desires to provide the Client with such goods/services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, for and in consideration of the promises, the mutual benefits to the parties from entering into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows.

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. Contractor will provide services to Client as set forth in the attached Scope of Services ("Scope of Services"/"Services") attached hereto as Exhibit A and a part hereof.
- B. Contractor will use its staff and may use Subcontractors to provide the Services to Client.
- C. Contractor, its Subcontractors, and their respective employees, are and shall remain independent contractors in performing the Services under this Agreement.
- D. Services shall be performed and completed by Contractor within the time frames set forth in the Scope of Services, time being of the essence of this provision.
- E. Omit Zip Board Upgrade.
- F. Omit copper drip edge, drip edge needs to match to the cedar shake.

SECTION 2. TERM

- A. **Term.** This Agreement shall commence on November 1, 2023, and shall continue until March 1, 2024, when work shall be completed, but may be extended for a period of time upon mutual agreement by both parties, but shall remain subject to



termination pursuant to the terms of this Agreement or for non-appropriation of funding by Client.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR.

- A. Contractor will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Client.
- B. Contractor will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Contractor, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Upon satisfactory completion of the work specified in the Scope of Work, the Client shall pay to Contractor: **twenty-four thousand, four hundred and thirteen dollars and forty-eight cents (\$24,413.48).**

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Matt Henderson

Name

Superintendent Facilities, Parks and Grounds

Title

276-492-2159

Phone Number

mhenderson@abingdon-va.gov

Email

Contractor representative shall be:

Mardy Roberts

Name

Project Manager

Title

423-737-1734

Phone Number

mardysr@davisbrosoofing.com

Email



- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with any applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq.*, Virginia Code, in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.
- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by Virginia Code § 2.2-4363 or similar provision in Client's purchasing or procurement ordinances or procedures.
- D. ***Ownership and Status of Documents.***
- (1) Contractor shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. GENERAL TERMS AND CONDITIONS

- A. The General Terms and Conditions of Exhibit B are incorporated as if fully set forth.

SECTION 7. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

{{ SIGNATURE PAGES TO FOLLOW }}



IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed the day and year first hereinabove written.

THE TOWN OF ABINGDON,
a Virginia municipal corporation

By: _____

Name (Print): _____

Title: _____

APPROVED AS TO FORM:

Town Attorney

CONTRACTOR: _____

By: _____

Name (Print): _____

Title: _____



EXHIBIT A SCOPE OF SERVICES

Contractor shall provide the following equipment and services:

Proposal

PO Box 2455
Church Hill, TN 37642

Proposal Date: 10/3/2022
Proposal #: 18267
Project: Russell Rd

Bill To:
Town of Abingdon
133 West Main St
Abingdon, VA 24210

Description	Est. Hours/Qty.	Rate	Total
Job Address: 123 Russell Rd. Abingdon, VA 24210 OSHA approved safety equipment will be used on the roof in accordance too OSHA law Remove existing roofing down to slate boards Install new OSB plywood to roof system Install synthetic felt over plywood (Master Guard) Install copper drip edge on rake and eaves Install a cedar shake roof system Paint existing chimney cap Provide a 40 year warranty		0.00	0.00
Total - Labor & Materials		24,413.48	24,413.48
Price Updated on September 20th 2023		0.00	0.00
Upgrade to Zip Board Sheathing would cost additional \$933.00		0.00	0.00
Total			\$24,413.48

Phone:	Fax:	E-mail	Web Site
(423) 357-7190	(423) 357-3562	bruce@davisbroosroofing.com	davisbroosroofing.com



EXHIBIT B

GENERAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event an agreement is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Town of Abingdon will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Town of Abingdon has purchased or uses any of its products or services, and the Contractor shall not include the Town of Abingdon in any client list in advertising and promotional materials, unless the contractor has been given written permission by a Town of Abingdon representative who is authorized to sign on behalf of the Town of Abingdon.
- B. **ANTI-TRUST:** The Contractor conveys, sells, assigns, and transfers to the Town of Abingdon all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Abingdon under said contract.
- C. **APPLICABLE LAWS & COURTS:** This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth in Washington County, Virginia or in the United State District Court of Abingdon. The Town of Abingdon and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- D. **ASSIGNMENT OF CONTRACT:** An Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the Town of Abingdon.
- E. **AUTHORITY TO TRANSACT BUSINESS:** Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, the Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded Agreement.
- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Town of Abingdon shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
- G. **CANCELLATION OF AGREEMENT:** The Town of Abingdon may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services and work performed prior to termination.
- H. **CERTIFICATION REGARDING NON-SEGREGATED FACILITIES:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by the execution of this Agreement, the Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise. It agrees that, except where it has obtained identical certification from proposed subcontractors and material suppliers for specific time periods, it will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding ten thousand dollars, and that it will retain such certifications in its files.
- I. **CHANGES TO THE CONTRACT:** Changes can be made to the Agreement in any of the following ways:



- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the Town Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 - b. The Town of Abingdon may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Abingdon a credit for any savings. Said compensation shall be determined by one of the following methods:
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Abingdon with all vouchers and records of expenses incurred and savings realized. The Town of Abingdon shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Abingdon within thirty (30) days from the date of receipt of the written order from the Town of Abingdon. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Abingdon or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS:** The Town of Abingdon will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Town Manager or designee and any material change will be submitted to all Offerors through issuance of an addendum. Any questions related to this solicitation **MUST** be submitted to the contact named on the first page of this solicitation no fewer than seven (7) work days prior to the bid opening or proposal closing date specified. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any Town of Abingdon representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- K. COLLUSIVE OFFERS:** The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The Town of Abingdon may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.



- L. COMPLIANCE WITH ALL LAWS:** Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work. The Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Agreement, or which in any way affect the conduct of the services provided by the Contractor. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Town of Abingdon Virginia and its employees and appointees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between this Agreement and any such law, ordinance, regulation, order, or degree, the Contractor shall immediately report the same to the Town of Abingdon in writing.
- M. COMPLIANCE WITH LOBBYING RESTRICTIONS:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, by signing an Agreement, the Contractor certifies that:
- Since promulgation of the federal requirements implementing Section 319 of PL 101-121, no federal appropriated funds have been paid and none will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - The Contractor shall require that the language of this certification be included in all subcontracts at all tiers, and that all subcontractors shall certify and disclose accordingly.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that, in the event that any awarded agreement involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Town's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Town of Abingdon of any breach or suspected breach in the security of such information. Contractors shall allow the Town of Abingdon to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees, subcontractor or agents working on this project may be required to sign a confidentiality statement.
- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the Town of Abingdon to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the Town of Abingdon be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the Town of Abingdon's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the Town



of Abingdon's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the Town of Abingdon.

- P. CONTRACTOR LICENSE REQUIREMENTS:** State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the Town of Abingdon.
- Q. CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The Town of Abingdon has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the Town of Abingdon. Contractual disputes shall also be subject to the provisions of Virginia. Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- R. CORRECTION OF ERRORS:** The Contractor shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. The Contractor will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Agreement, and shall also reimburse the Town of Abingdon Virginia for any costs incurred. Acceptance of the plans or reports by the Town of Abingdon Virginia shall not relieve the Contractor of the responsibility of subsequent correction of errors.
- S. DISADVANTAGED BUSINESS ENTERPRISES/SMALL, WOMAN AND MINORITY BUSINESS:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, the Contractor, its agents, employees, assigns, or successors, and any person, firm or agency of whatever nature with whom it may contract or make an agreement, shall comply with the provisions of 49 CFR Part 26, as amended, which is hereby made part of this Agreement by reference. The Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE firms have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. Subpart E of 49 CFR 26, Section 26.13 requires each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. If a DBE goal has been established for this project, further, the Consultant agrees to provide the Town of Abingdon Virginia with the dollar amount contracted and name of each subcontractor which identifies itself as a DBE. Include the following wording on contract with DBE Goals: **The DBE goal for this Contract is _%.**

- T. DEBARMENT STATUS:** By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- U. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Abingdon, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Abingdon may have.
- V. DRUG-FREE WORKPLACE (applies to contracts of \$10,000 or greater): Pursuant to Virginia Code Section § 2.2-4312, during the performance of this Agreement, Contractor agrees as follows:**

1. Contractor will provide a drug-free workplace for Contractor's employees.



2. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 3. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 4. Contractor will include the provisions of the foregoing Sections A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- W. Entire Agreement.** This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, the statements in the body of this Agreement will control.
- X. ERROR IN EXTENSION OF PRICES:** In the case of error in the extension of prices the unit price shall govern.
- Y. ETHICS IN PUBLIC CONTRACTING:** Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- Z. EXPRESSION OF INTEREST INTERNAL CONTROLS:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, all firms submitting EOI (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet federal requirements for accounting. The Contractor acknowledges and agrees that it has such systems and that they comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." Contractor or any entity must submit their FAR audit data to the Town of Abingdon within ten work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the ten work days, negotiations may be terminated by the Town of Abingdon and the next most qualified team invited to submit a proposal.
- AA. FORM W-9 REQUIRED:** Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- BB. HEADINGS:** Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- CC. HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the Town, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.
- DD. IDLING REDUCTION REQUIREMENT:** For any work performed within the Town of Abingdon, Contractors are required to comply with the Town of Abingdon's Idling Reduction Policy for Motor Vehicles and Equipment.
- EE. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written agreement with the Town of Abingdon, the Contractor certifies that the Contractor does not, and shall not during the



performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- FF. INCLEMENT WEATHER/CLOSURE OF TOWN OFFICES:** If the Town of Abingdon is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- GG. INDEMNIFICATION:** Contractor hereby assumes, and shall defend, indemnify and save the Town of Abingdon and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the Town of Abingdon and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, Town of Abingdon officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- Pursuant to Virginia law, the Town of Abingdon, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- HH. INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in this paragraph, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.

Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. **Employer's Liability:** \$1,000,000

- II. Interpretation; Construction.** The terms of this Agreement have been fully negotiated by the parties, and no party is deemed to be the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties agree that the Agreement is clear on its face and that parol evidence will not be discoverable or admissible during any litigation regarding the Agreement.
- JJ. NEW EQUIPMENT:** Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard



to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.

KK. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

LL. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the Town of Abingdon that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

MM. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Town of Abingdon has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

NN. NON-DISCRIMINATION BY TOWN OF ABINGDON: The Town of Abingdon as a public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

OO. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.



PP. OSHA STANDARDS: All Contractors and subcontractors performing services for the Town of Abingdon are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

QQ. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the Town of Abingdon to the Contractor belong to the Town, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the Town of Abingdon hereunder is specifically authorized in writing by the Town of Abingdon in advance. All documents or electronic media prepared by or on behalf of the Contractor for the Town of Abingdon are the sole property of the Town of Abingdon, free of any retention rights of the Contractor. The Contractor hereby grants to the Town of Abingdon an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

RR. PAYMENT:

a. To Prime Contractor:

- i. The Town of Abingdon shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the Town of Abingdon shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town of Abingdon fails to make payment by the required payment date, the Town of Abingdon shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
- ii. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Abingdon with a federal employer identification number, prior to receiving any payment from the Town of Abingdon.
- iii. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Abingdon contract number and/or purchase order number.
- iv. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which Town of Abingdon department is being billed.
- v. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town of Abingdon shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A



Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any Town of Abingdon department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

- i. A Contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town of Abingdon for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Town of Abingdon and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- ii. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town of Abingdon, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Abingdon.

SS. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional licenses, permits or fees required by the Town of Abingdon or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

TT. PRECEDENCE OF TERMS: In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, or as incorporated from a request for proposal or invitation to bid, the Specific Terms and Conditions shall apply.

UU. PUBLIC INSPECTION OF CERTAIN RECORDS: Contractor acknowledges and agrees that except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the Town of Abingdon's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the Town of Abingdon decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.

VV. QUALIFICATIONS OF OFFERORS: The Town of Abingdon may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Town of Abingdon all such information and data for this purpose as may be requested. The Town of Abingdon reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town of Abingdon further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Town of Abingdon that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

WW. RECORDS: The Contractor and subcontractors shall retain all books, documents, papers, accounting records and other evidence supporting the costs incurred, for three (3) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available



at the Contractor's offices at all reasonable times and will be subject to audit and inspection by the Town of Abingdon Virginia or any authorized representatives of the Federal Government.

Evidence of costs incurred by a subcontractor shall be made available at its office at all reasonable times during the contract period between the Contractor and the subcontractor and for three years after written acceptance by the Contractor, for audit and inspection by the Town of Abingdon Virginia or any authorized representatives of the Federal Government. It shall be the Contractor's responsibility to notify the Town of Abingdon Virginia, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three-year retention period. Failure to do so may result in the Contractor's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Final payment for the subcontractor's phase of the services will be made after total costs are determined by the final audit of the subcontractor.

- XX. RIGHT TO ACCEPT OR REJECT OFFERS:** The Town of Abingdon reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- YY. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- ZZ. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the Town of Abingdon to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the Town of Abingdon's procurement activities. Toward that end, the Town of Abingdon encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- AAA. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- BBB. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.
- CCC. TAXES:** Contractor acknowledges and agrees that The Town of Abingdon is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the Town of Abingdon's tax-exempt status will be furnished by the Town of Abingdon upon request.
- DDD. TDD/TTY EQUIPMENT FOR THE DEAF:** For contracts subject to federal funding 2 C.F.R. Part 200 requirements, when seeking public participation through the maintenance of a toll free hot line number and/or publishing project-related materials, the Contractor agrees to ensure that all citizens have equally effective communication. The Contractor agrees to provide or identify a telecommunications device for the deaf/teletypewriter (TDD/TTY) or acceptable means of telephone



access for individuals with impaired speech or hearing. The Contractor will provide notice of a TDD/TTY number whenever a standard telephone number is provided.

- EEE. TERMS:** The terms and conditions set forth above within this solicitation shall be deemed incorporated into any agreement resulting from this procurement transaction, as if set forth therein verbatim.
- FFF. TESTING AND INSPECTION:** The Town of Abingdon reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- GGG. TRANSPORTATION AND PACKAGING:** All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- HHH. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Abingdon, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town of Abingdon to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.
- III. VIRGINIA GOVERNMENTAL FRAUDS ACT:** Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.
- JJJ. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

2023-5207

Abingdon Sports Complex Splash Pad System Conversion



WATER SPLASH PROJECT PROPOSAL

Carolina Recreation and Design
344 Rolling Hills Road Suite 201
 Mooresville, NC 28117
704-664-1833
info@carolina-recreation.com
www.carolina-recreation.com

Estimate 2023-
3186



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Town of Abingdon Mayana Rice 133 W Main St Abingdon, VA 24210	Town of Abingdon 78 Cook St Abingdon, VA 24210	10/24/2023	\$150,000.00	11/24/2023

NOTES
40% dep/30% ship/30% net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Water Splash	Water Splash 2023-5207 includes the following: - 2,500 Gallon Fiberglass Holding Tank - Water Recirculation System Enclosure with Double Door - Water Recirculation System - Rain Diverter L Size	1	Included	Included
	Freight	Freight to Abingdon, VA	1	Included	Included
	Engineering - Other	Engineering	1	Included	Included
	Permitting	Health Permitting Cost	1	Included	Included

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Labor - Splash pad installation	Recirculation System Upgrade includes the following: - Work, material, drawings needed to convert fresh water splash park project to a re-use system, where water used is splash captured in a storage tank, and reused. - Excavation and installation of storage tank - Installation of rain diverter system - Concrete pad under recirculation system enclosure - Installation of recirculation system equipment - Connection between recirculation system / storage tank (pvc connections) - Fresh water connection from current system to storage tank (1" pvc line) - Installation of equipment room on concrete surface - Low voltage connection between current splash park controller to new recirculation system controller. - Connection of recirculation system pump to manifold (pvc pipe connection) - Grounding recirculation system to grounding of splash park connection at manifold area. - Testing, and training of users. - Start-Up - Landscaping repair - Storage	1	Included	Included

SUBTOTAL

150,000.00

TAX

0.00

TOTAL

\$150,000.00

THANK YOU.

Accepted By

Accepted Date

About Water Splash, Inc.



WATER SPLASH

Water Splash, Inc. is an innovative water playground equipment manufacturer founded in 2003 by a team of engineers who put their skills at the heart of their enterprise, with an emphasis on continuous product improvement through research and development. Our team has a total of 15 years experience in the design and manufacture of splash park equipment. We provide products for splash pads, spray parks/spray grounds and swimming pools. We have a strong engineering and customer care group that will provide the technical support you need at every stage of your project. Our durable and reliable products come with timely and personalized customer service, and they're factory assembled and tested to reduce your installation costs. Backed by some of the strongest product warranties in the industry and an unparalleled safety record, Water Splash is rapidly becoming the benchmark for top quality splash pad products.



Key Personnel

- CEO & Project Manager** - Gokhan CELIK / gcelik@watersplashnet.com
- Co-Partner & Director of Sales-Design** - Zafer INANC / zinanc@watersplashnet.com
- Engineering Manager** - Murat SINAV / msinav@watersplashnet.com
- Production & Planning Manager** - Abdul Jamil HALIMI / jhalimi@watersplashnet.com
- Construction Manager** - Milan PETROVA / mpetrova@watersplashnet.com
- Aquatic & Mechanical Engineer** - Mehdi MOUSAVI / mmousavi@watersplashnet.com
- Sales Specialist** - Serap ACAR / sacar@watersplashnet.com
- Customer Service & Accounting** - Maya PETROVA / mpetrova@watersplashnet.com

Our project team has decades of experience in designing, manufacturing, and building spray parks and aquatic facilities, moreover we will continue to design and construct with a Safety First emphasis for this project. Information on our teams experience with Safety and Management is included in the appendix A. A preliminary safety plan can be submitted upon request.

We look forward to working with you.

Gokhan Celik
Water Splash,
gcelik@watersplashnet.com
(800) 936-3430



Water Splash offers its expertise in splash park design, manufacturing and installation for your project. Our approach is to work with customer directly and get customer's input for each stage of the project. Therefore, within the first week of project approval, we schedule an online meeting with customer's representatives and our project manager. The goal of this meeting is:

- * Identify if there is any changes on proposed splash park layout,
- * Finalize product list and colors for splash park, List each departments and contacts for
- * Construction Permit / If Required *Plumbing /Water Permit –Approval / If Required Electrical connection details / Permit if needed

Second stage is our production stage which is around 6-7 weeks. Between production completion and construction start, we will setup an onside meeting with customer's representative to review final construction plans along with permit application status. After production is completed, our project manager will be onsite to receive all parts and start excavation, setting up anchor bases, placing and leveling products, grounding each product to mechanical room, plumbing each product to manifold lines, backfilling and surface concrete pouring. We will have pressure testing of plumbing connections before concrete is poured in order to make sure pipes withstand working pressure of Splash Park.

Last item is to commission Splash Park to owner by training customer's representative for daily day usage, and maintenance procedures.

Wishing to be a solution partner for your project.



Water Splash Engineering

Water Splash products are designed and manufactured to meet two basic criteria; fun and safety. Only the finest materials are used in the construction process, to ensure that maximum safeguards are incorporated into every design.



To this end, all manufacturing and tooling takes place in-house, and all products conform to or exceed ASTM F1487, ASTM F2461, SS457 and CSA Z614-07 standards.

Our in-house engineering and manufacturing expertise also provide our customers with another advantage: complete customization, to suit any and all of their needs.



Thank You

To: Splash Park Evaluation Committee,

Thank you for the opportunity given to submit Water Splash, Inc's unique splash park layout proposal for your community. Water Splash has over 15 years experience in designing, building and installing splash parks throughout the US, Canada, Europe and many other countries. We create your unique splash park design by considering: safety, play value, budget and aesthetics.

Our products are made of durable stainless steel material, which meet or exceed all requirements.

ASTM F-1487, ASTM F2461 (USA)

CSA Z-614-07 (CANADA)

EN 1176 (EU)

AS685 (AU) Electrical Components

European Union directives and standards

We look forward to discussing our proposal with you, ensuring all the special requirements within your community are met beyond satisfaction.

We appreciate your consideration and will always go that extra mile to earn your business.

Kind regards,

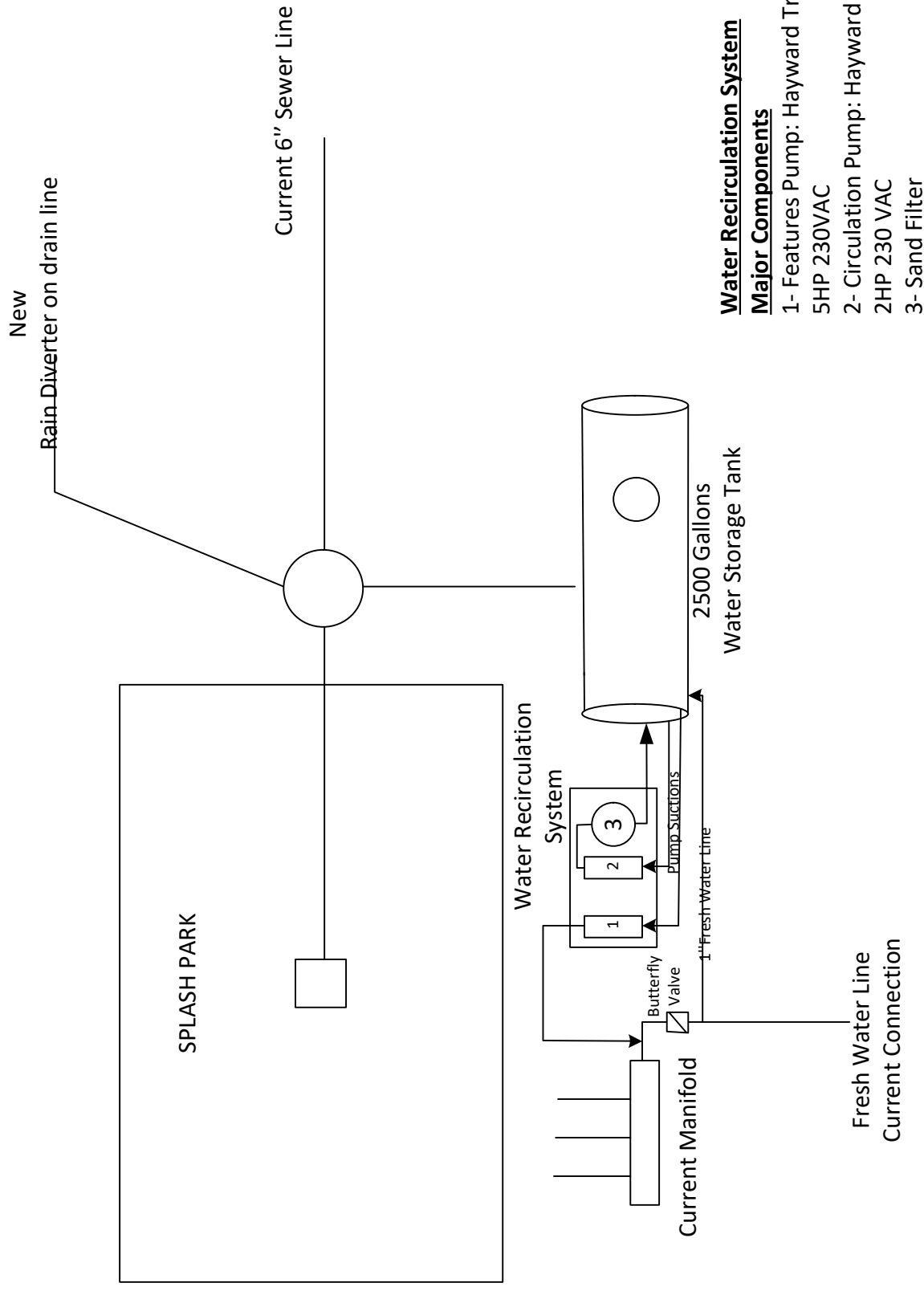
Gokhan CELIK

Water Splash

gcelik@watersplashnet.com

(800) 936 - 3430

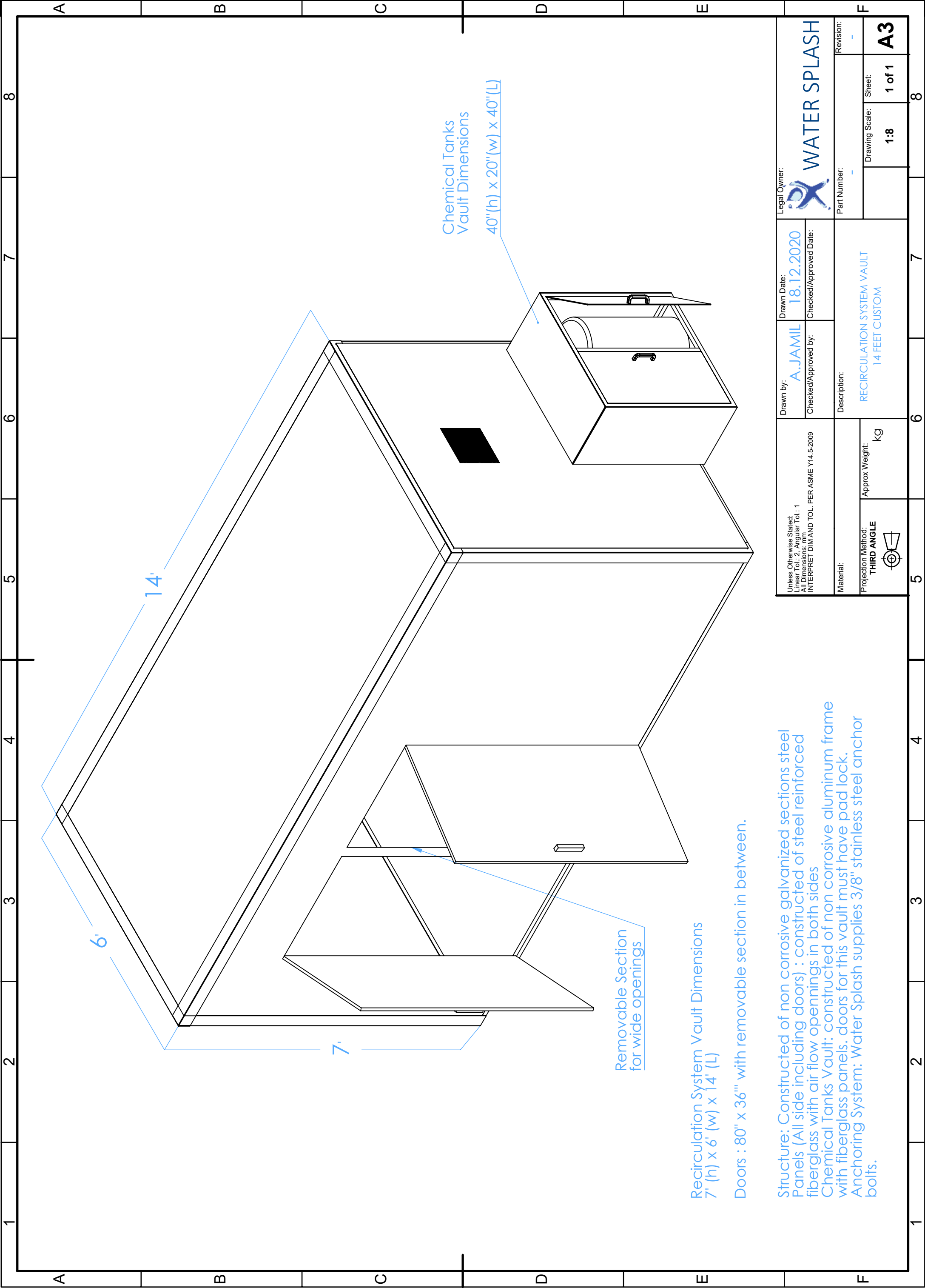






Water Recirculation System

Major Components

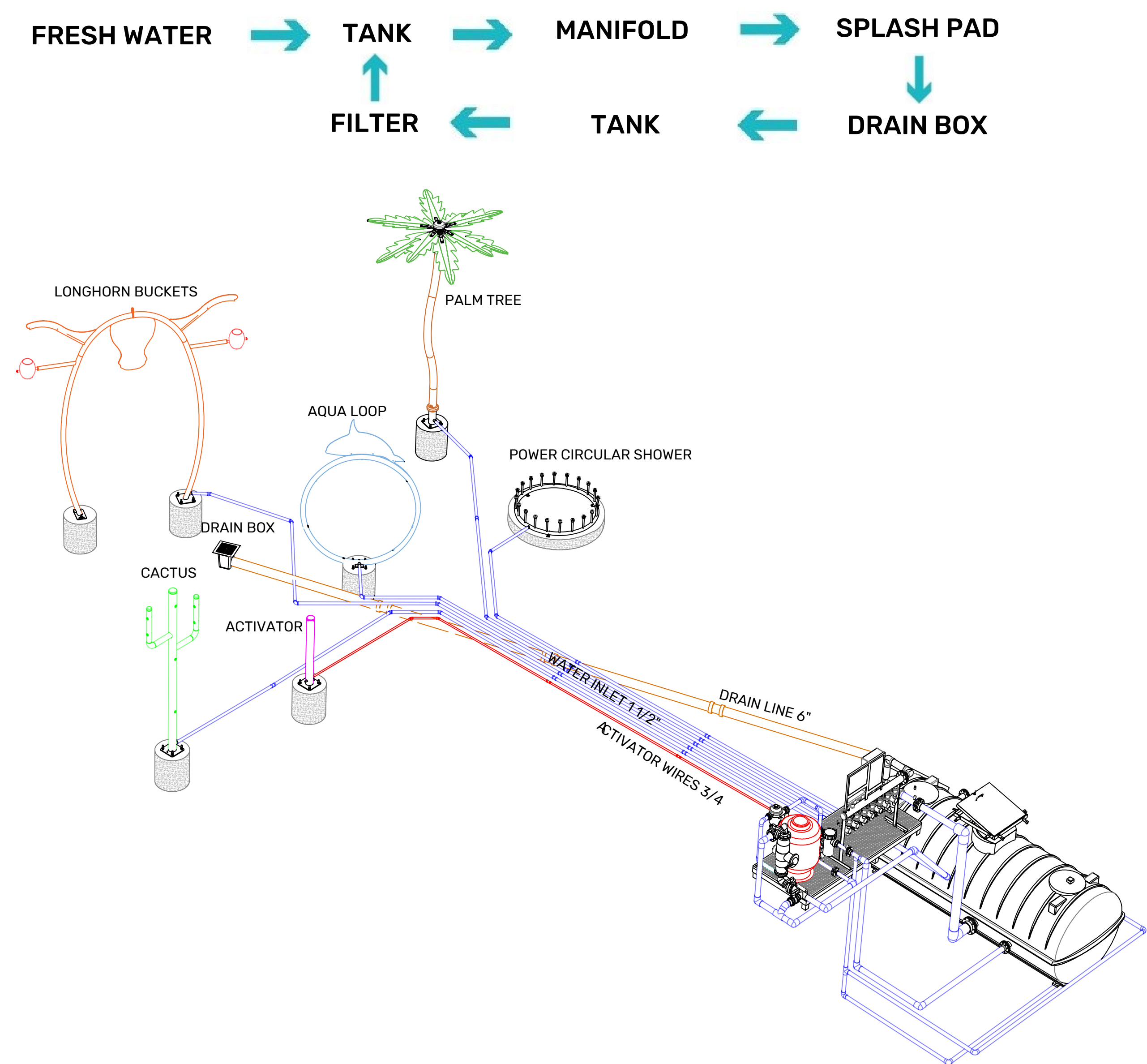
- 1- Features Pump: Hayward Tristar 5HP 230VAC
- 2- Circulation Pump: Hayward Tristar 2HP 230 VAC
- 3- Sand Filter



Structure: Constructed of non corrosive galvanized sections steel
Panels (All side including doors) : constructed of steel reinforced fiberglass with air flow openings in both sides
Chemical Tanks Vault: constructed of non corrosive aluminum frame with fiberglass panels. doors for this vault must have pad lock.
Anchoring System: Water Splash supplies 3/8" stainless steel anchor bolts.

Unless Otherwise Stated: Linear Tol.: 2. Angular Tol.: 1 All Dimensions: mm INTERPRET DIM AND TOL. PER ASME Y14.5-2009		Drawn by: A.JAMIL	Drawn Date: 18.12.2020	Legal Owner:  WATER SPLASH	
		Checked/Approved by:	Checked/Approved Date:	Part Number: -	Revision: -
Material:		Description: RECIRCULATION SYSTEM VAULT 14 FEET CUSTOM		Drawing Scale: 1:8	Sheet: 1 of 1
Projection Method: THIRD ANGLE 	Approx Weight: kg			A3	

RECIRCULATION SYSTEM



Splash park with Water Re-Capture system, re-uses water utilized at splash park by filtration and sanitizing constantly. This system is similar to swimming pool water sanitization system. Engineered to meet state / provincial health codes for swimming to pool/splash pads.

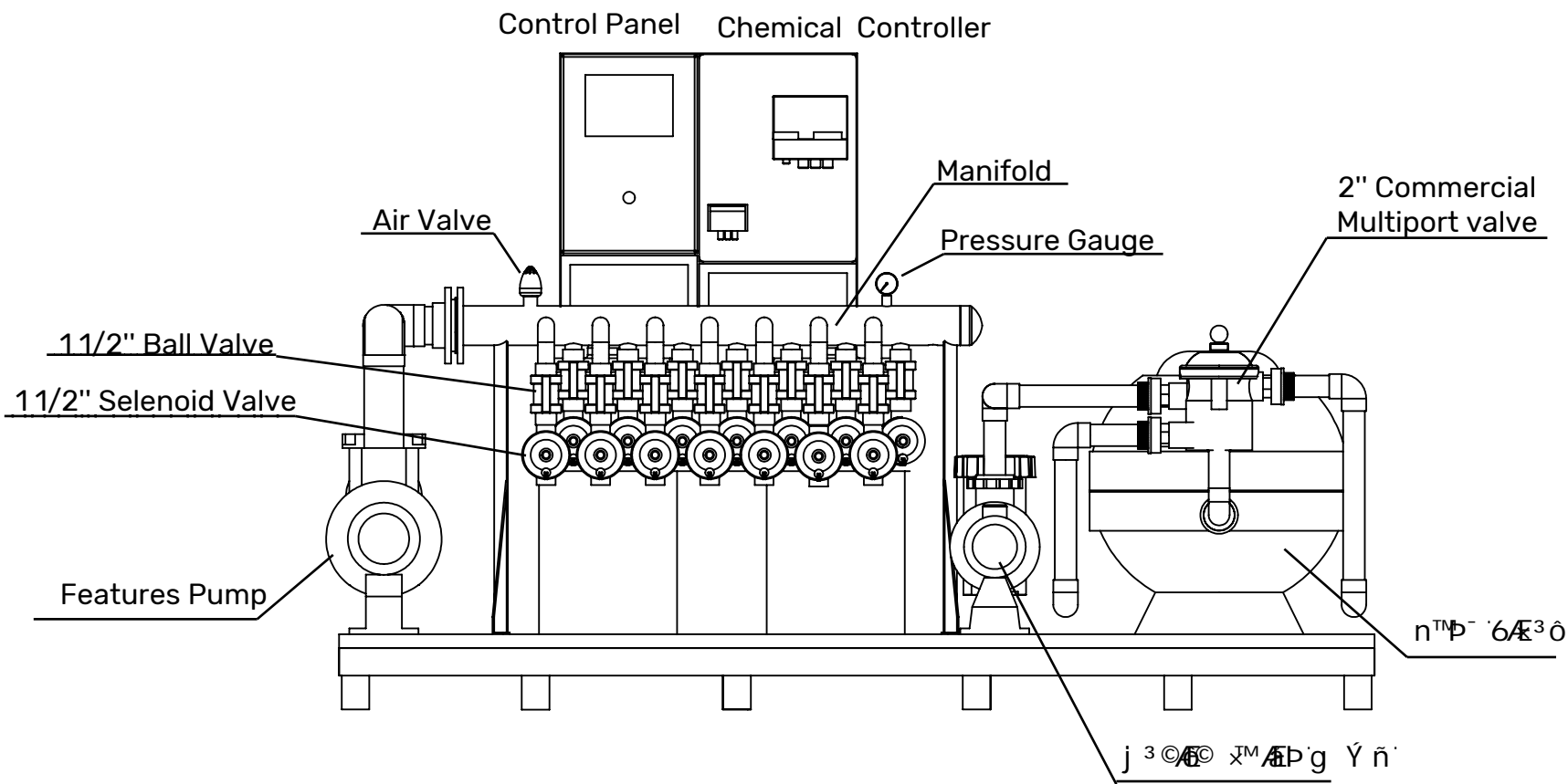
We offer tank sizes (1320,2500 and 4000) Gallons with 1" float valve for fresh water intake.

Stainless steel manifold

Electric controller

Factory assembled and tested pumps/sand filter and chemical controller kit.

Optional: UV

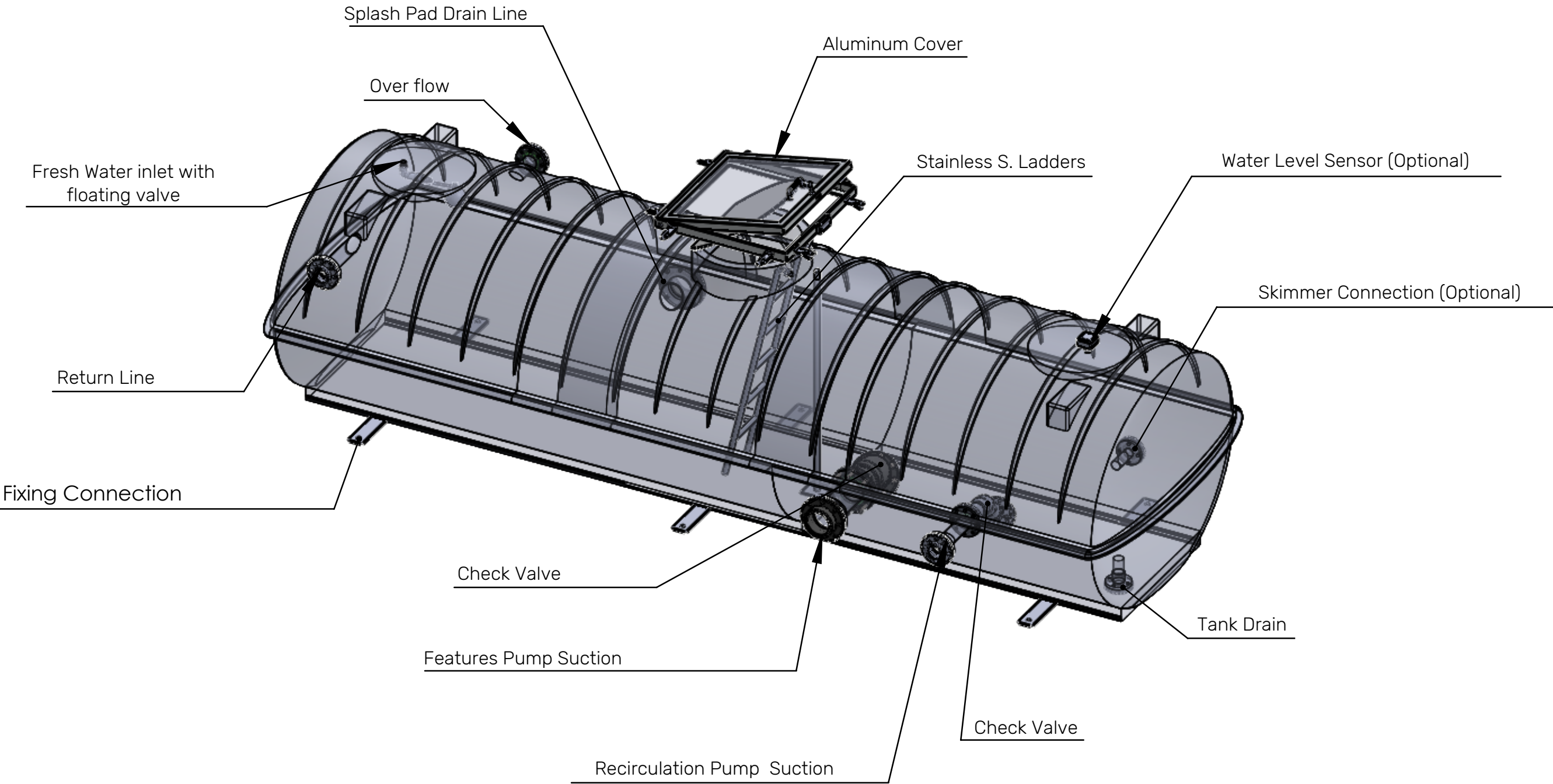


Water Storage Tank

Water Storage Tank constructed with noncorrosive fiberglass, designed for durability and watertight storage. Unite complete with locking hatchway, internal safety ladder and all required fittings based on project requirements.

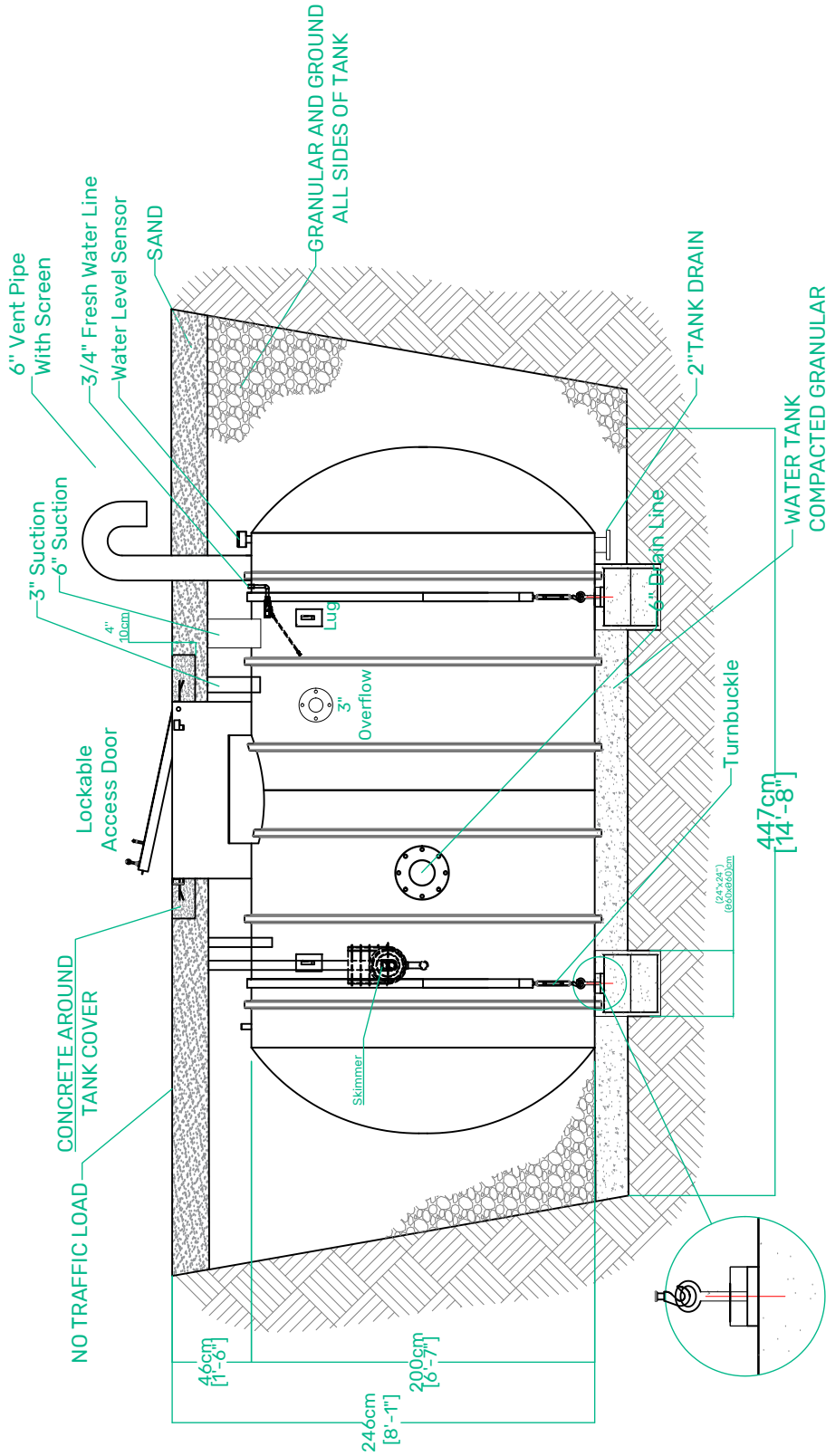
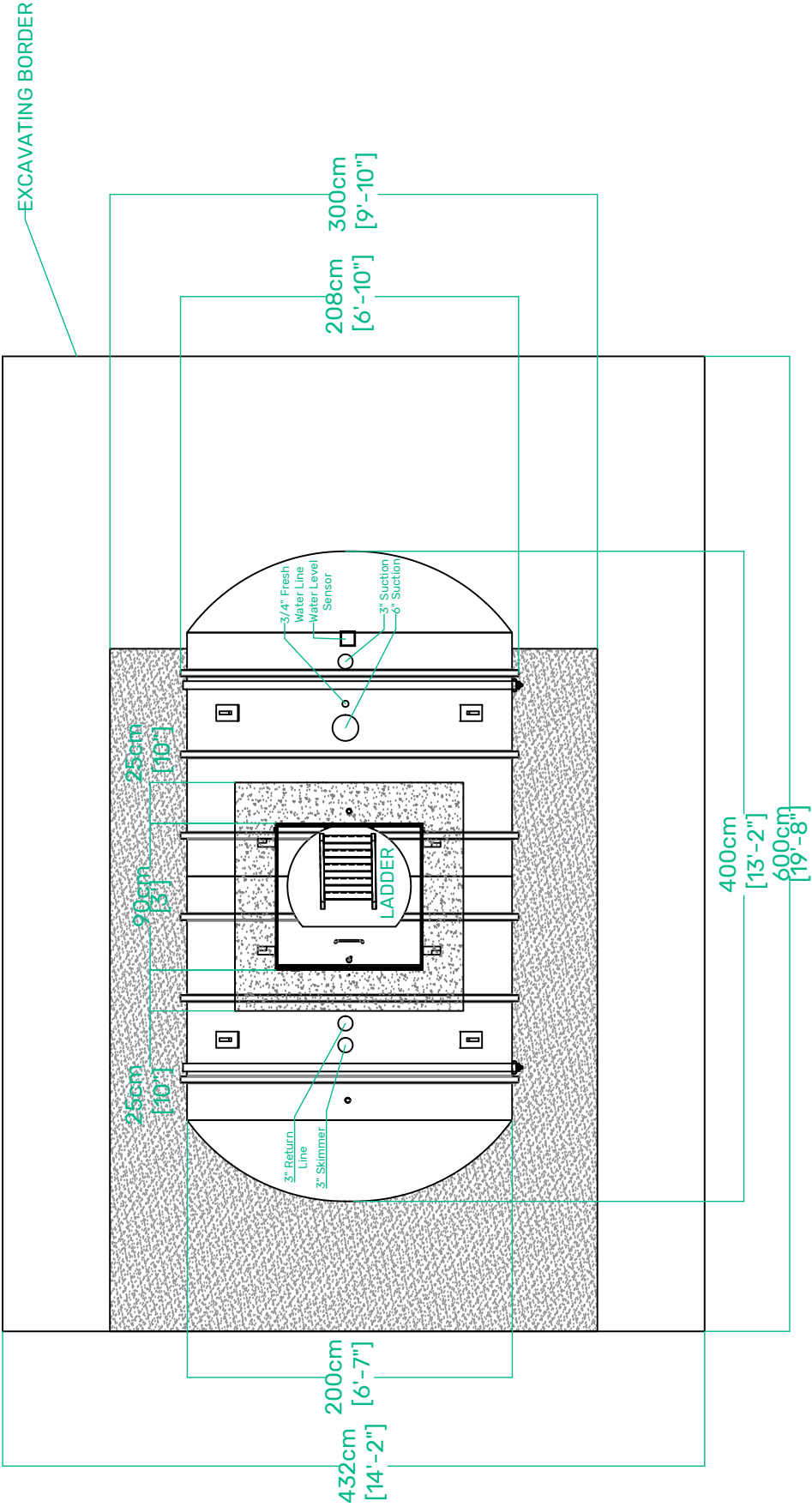
Electronic level sensor control available as a optional item.

Assembly process with anchoring bolts on 3000 psi concrete. Water Splash inc. shall supply hardware set for anchoring system.



Water Tank Dimensions

Volume - Gallons (Ton)	1320 (5)	2500 (9.5)	4000 (15)
Height	5'-7" (170 cm)	5'-7" (170 cm)	5'-7" (170 cm)
Width	6'-8" (205 cm)	6'-8" (205 cm)	6'-8" (205 cm)
Long	12'-9" (390 cm)	15'-11" (485 cm)	19'-8" (600 cm)



2500 GALLONS TANK INSTALLATION

PROJECT NO:

2021-4761

DRAWN BY:

M.KOCA

DATE:

17-10-2022

PROJECT NAME:

Bayfront Splash Park

REV

A

UNITE:

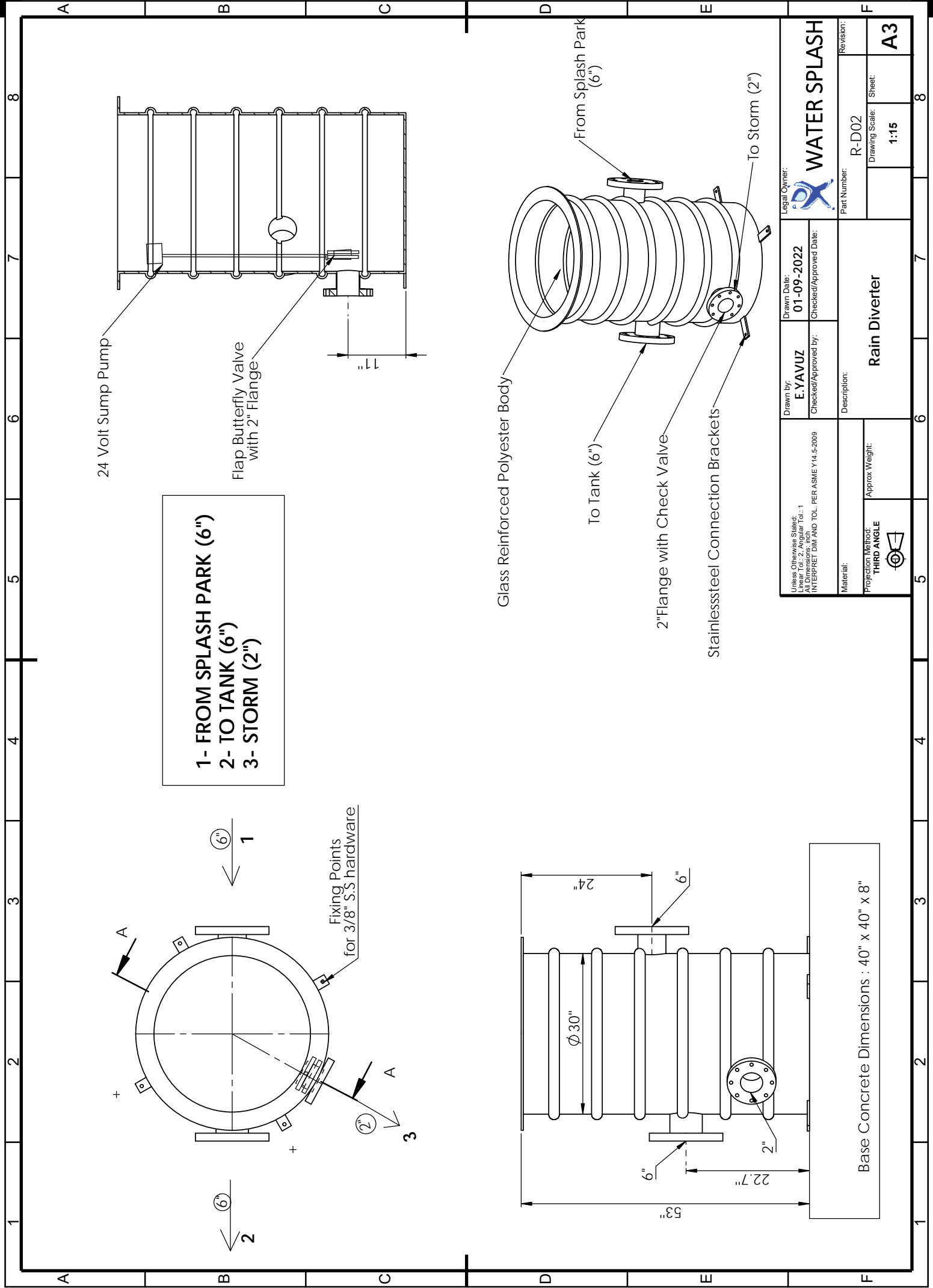
FT-INCH

SHEET:

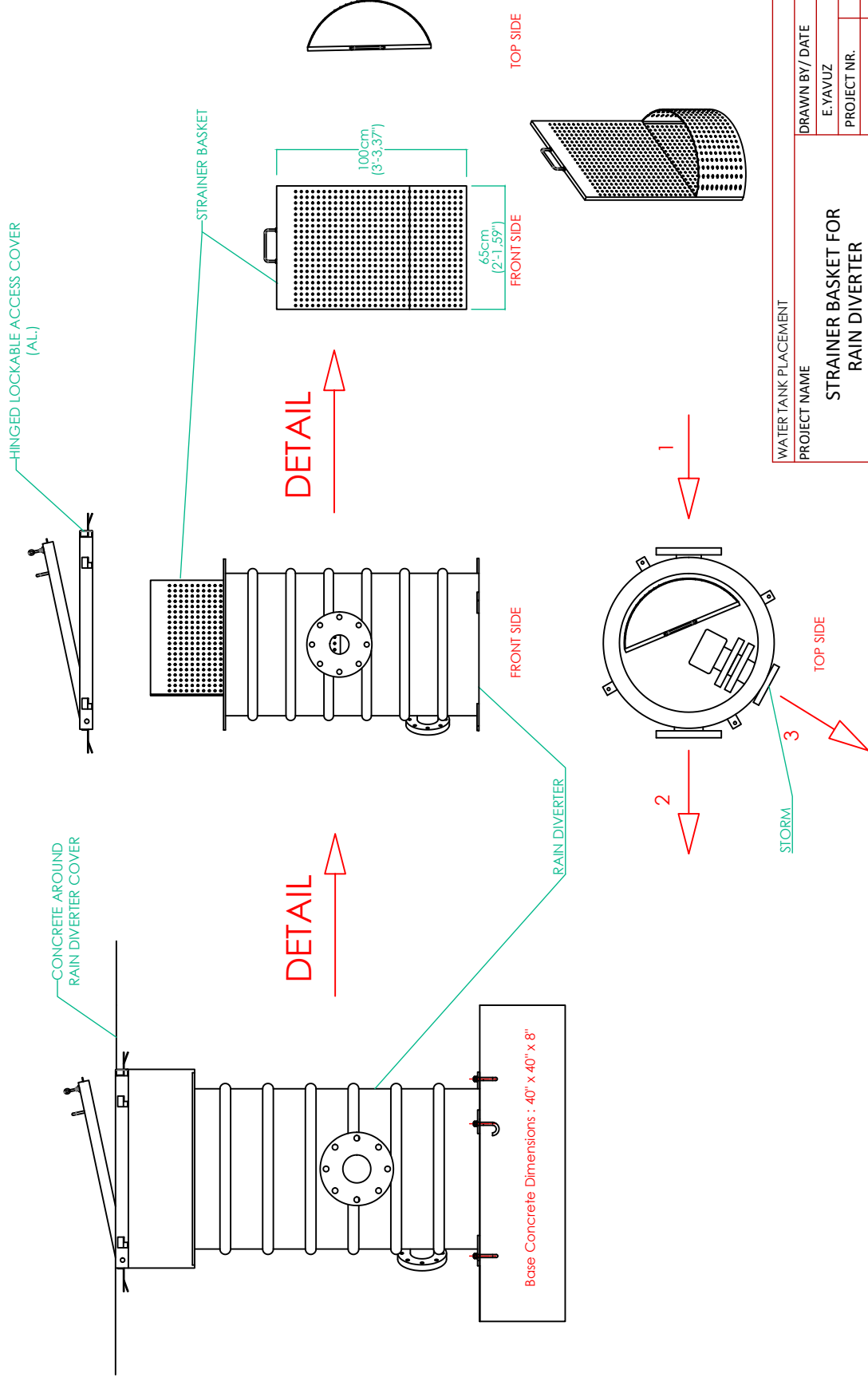


WATER SPLASH INC.


THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH



Unless Otherwise Stated: All Dimensions are in inches TOLERANCE: ± 0.0625" INTERPRET DIM AND TOL. PER ASME Y14.5-2009		Drawn by: E. YAVUZ	Drawn Date: 01-09-2022	Legal Owner: WATER SPLASH	
Material:		Checked/Approved by:		Part Number:	
Projection Method: THIRD ANGLE		Description: Rain Diverter		Revision:	
Approx Weight:		Drawing Scale:		Sheet:	
				1:15	
				R-D02	
				A3	



WATER TANK PLACEMENT			DRAWN BY / DATE	
PROJECT NAME			E.YAVUZ	
STRAINER BASKET FOR RAIN DIVERTER			PROJECT NR.	REV
				0.1
			UNIT	SHEET
			CM	

**WATER SPLASH INC.**

THIS DRAWING IS A PROPERTY OF WATER SPLASH INC. AND IS NOT TO BE REPRODUCED BY ANY MEANS OR USED TO FURNISH INFORMATION TO OTHERS WITHOUT THE EXPLICIT CONSENT OF WATER SPLASH

Water Splash Inc. gurantees that all products meet the specifications provided in the installation drawings and offers.

25 YEAR WARRANTY on stainless steel structures and workmanship, stainless steel anchoring systems and aluminum spheres, stainless steel Piping and Weldments.

5 YEAR WARRANTY on Acetyl, Urethane/HPDE parts, spray nozzles and spray openings, high density polyethylene components, polyurethane components, stainless steel automated water distribution manifold, drain boxes and electrical enclosures.

2 YEAR WARRANTY on coatings (Airbrushed Graphics), powder coated, stainless steel hardware and moving parts, fiberglass components, seeflow polymers (polycarbonate materials), toe guards, piping, fittings, ball valves, pressure gauges, terminal blocks, PLC controller, time switches, manual switches, transformers, breakers, electrical wiring, connections and on recirculation system workmanship, recirculation system pumps and filters are covered by their manufacturer. Please refer to their warranty documentation.

1 YEAR WARRANTY on all products and parts not listed above.

Warranty above is valid only if structures are installed or assembled as per Water Splash's installation instructions/drawings maintained according to maintenance manual and procedures, not subject to misuse, vandalis, operated under normal use as per designed purpose or have not modified/repared by unauthorized personnel.



REFERENCES

Gasper Family Splash Park

 409 Sovereign Crescent Rose town SK, S0L 2V0 Canada
 Tim Aylesworth
 403-921-2502
 tim@parknplaydesign.com



Kinsmen Splash Park, City Of Prince Albert, SK

 PRINCE ALBERT SASKATCHEWAN, S6W 1A5, Canada
 Shelley Robinson
 780-242-6453
 shelley@parknplaydesign.com



El Franco Lee Park Splash Pad, Harris County, TX

 9400 Hall Rd, Houston, TX 77089
 Victor Zarate
 713-408-6041
 Victor.Zarate@cp1.hctx.net







Municipalité St-Gilles, QC

 Saint-Gilles, QC G0S 2P0
 Patrick Côté
 418-888-3198
 pcote@stgilles.net



Splash Park - City of Bridgeton, NJ

 25 Mayor Aitken Dr, Bridgeton, NJ 08302
 Melissa Hemple
 856-453-1675
 HempleM@cityofbridgeton.com







South Riverview Park Splash pad, Roseau, MN

 Roseau, MN 56751
 Todd Peterson
 218-689-0047
 todd.peterson@city.roseau.mn.us



REFERENCES

Bellevue Splash Park, Florida

 5700-5710 SE 110th Pl, Bellevue, FL 34420
 Sandi McKamey
 352-233-2116
 smckamey@bellevuefl.org



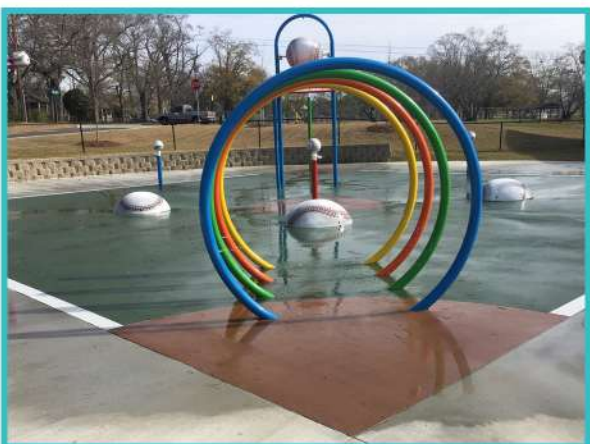
Ragland Splash Park - Alabama

 PRINCE ALBERT SASKATCHEWAN, S6W 1A5, Canada
 Ragland, AL
 Kathy Hamby
 penny.owens@townofragland.org






Freedom Splash Park, Macon, GA

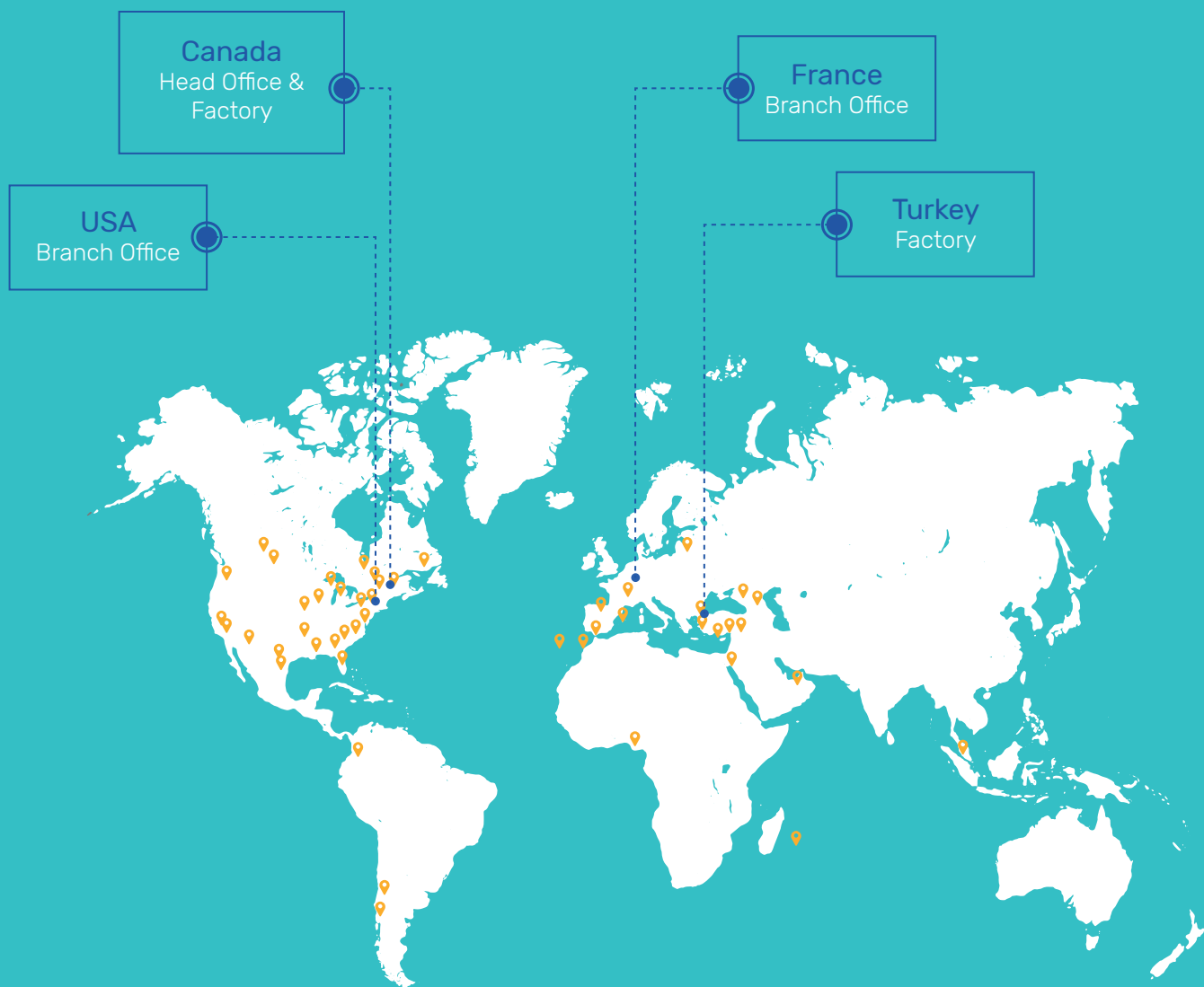
 3301 Roff Ave, Macon, GA 31204
 Robert Walker
 478-624-6280
 RWalker2@maconbibb.us



Kilreen Park Splash Pad

 1240 Southwood Dr, Ottawa, ON K2C 3C3
 Brett Hughes
 613-727-4341





WATERSPLASH INSTALLATIONS AROUND THE WORLD

Singapore • Chile • Turkey • Nigeria • Russia • Canaries • United Arab Emirates
USA • Poland • Colombia • Spain • Reunion • Jordan • Canada • Hong Kong



USA/Canada (800) 936-3430

France +33 172 77 43 28

www.watersplashnet.com

info@watersplashnet.com

[f](#) [t](#) [i](#) [in](#) watersplashinc

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

11-30-2024

NUMBER

2705174422

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC



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

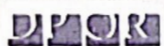


Demetris J. Melis
Demetris J. Melis, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC

NUMBER: 2705174422 EXPIRES: 11-30-2024

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)



STAFF REPORT

TO: ABINGDON TOWN COUNCIL

FROM: MAYANA RICE, ASSISTANT TOWN MANAGER

SUBJECT: REQUEST FOR A SPECIAL USE PERMIT FOR COMPREHENSIVE SIGN PLAN

PUBLICATION DATE: NOVEMBER 6, 2023

MEETING DATE: NOVEMBER 13, 2023

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

REQUEST:

Commonwealth of Virginia/Virginia Community College System (Owner) and Virginia Highlands Community College/Southwest Virginia Higher Education Center (Applicant) has requested approval of a Special Use Permit for a Comprehensive Sign Plan. The Comprehensive Sign Plan also takes into account the Virginia Highlands Small Business Incubator, the Washington County Government Center and the Southwest Higher Education Center on the sign.

A Comprehensive Sign Plan is allowed if approved by the Abingdon Planning Commission and Town Council per section 8-4-2-C of Article VIII Community Design Standards.

The existing signage to undergo renovation is located near the intersection of Jonesboro Road and VHCC Drive, on VHCC Drive in the Town of Abingdon's right-of-way.

VICINITY MAP:



ENTRANCE CORRIDOR:



Street view of Jonesboro Road looking South



Street view of Jonesboro Road looking North

ZONING MAP:



STAFF FINDINGS:

1. **Location.** The proposed signage renovation is located near the intersection of Jonesboro Road and VHCC Drive. The existing signage is in the Town of Abingdon's right-of-way.
 2. **Background.** This is an existing unfinished masonry freestanding sign structure and associated signage at the entrance to Virginia Highlands Community College on VHCC Drive.
 3. **Access.** Access to the site will be on VHCC Drive.
 4. **Adjacent Land Uses/Zoning.** The property where the sign is located is in the B-2 (General Business) district. Virginia Highlands Community College is located in OI (Office and Institutional) district. However the additional signage tenants are also in a PTD (Planned Technology District) therefore allowing the project to apply for the Comprehensive Sign Plan.
5. **Applicable Requirements of the Zoning Ordinance.**

Division 3 Special Use Permits.

Section 3-4-1. Purpose and intent.

A use requiring a special use permit is a use that may be appropriate in a zoning district, but because of its nature, extent, and external effects, requires special consideration of its location, design, extent and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings. The purpose of this division is to establish procedures and standards for review and approval of special use permits that provide for such special consideration.

The Town Council is responsible for the final motion for Special Use Permit requests.

Division 4. Signs.

Comprehensive Sign Plan.

Section 8-4-2 Administration.

(c) Special exceptions.

(1) Comprehensive sign plan.

a. Special exceptions to this article may be granted in B, M, and PTD Districts as a comprehensive sign plan approved by special use permit. Special exceptions to the maximum height requirements in this article shall not be permitted.

b. The comprehensive sign plan is intended to promote consistency among signs within a development and enhance the compatibility of signs with the architectural and site design features within a development.

(2) Contents of plan.

a. A comprehensive sign plan, which may be a written document or drawings adequate to depict the proposed signs, shall include:

- 1. The proposed general locations for freestanding signs on a lot as well as the proposed location(s) for building signs on a building facade.*
- 2. Types of signs proposed.*
- 3. A listing of materials proposed for all sign structures and sign surfaces.*
- 4. The maximum number and maximum size of proposed signs.*
- 5. The type of illumination, if any, proposed for all signs, including whether internally illuminated or external illuminated and describing the type of light fixture proposed.*
- 6. A description of any ornamental structure upon which a sign face is proposed to be placed.*

(3) Amendment of plan.

a. A comprehensive sign plan may be amended by submitting a revised comprehensive sign plan for consideration and determination through the special use permit process. Upon approval, the amended plan shall have the same force and effect as an approved comprehensive sign plan.

A comprehensive sign plan can be used in situations when the applicants are looking for flexibility from the strict interpretation of the sign regulations. The only standard that is not allowed to be flexible is the height. In this situation the existing sign is not proposed to be taller than existing. The flexibility is for the total size, setback and changeable square footage.

Section 8-4-5. General.

(a) Standards.

(1) Any sign displayed in the Town of Abingdon, shall comply with:

- a. All provisions of this Article;*
- b. All applicable provisions of the Uniform Statewide Building Code and all amendments thereto; and,*
- c. All state and federal regulations pertaining to the display of signage.*
- d. Sign area calculations.*

(2) The following method shall be utilized in the calculations of sign area:

- a. The sign area permitted under this Article is determined by measuring the entire face of the sign including any wall work incidental to its decoration but excluding support elements for the sole purpose of supporting the sign.*
- b. For signs that are regular polygons or circles, the area shall be calculated by the mathematical formula for that polygon or circle. For signs*

that are not regular polygons or circles, the sign area shall be calculated using the area within up to three rectangles that enclose the sign face.

c. The surface area of any sign made up only of individual letters or figures shall include the space between such letters or figures.

d. Whenever one sign contains information on both sides, sign area shall be calculated based on the largest sign face. Sides are not totaled.

(b) Minimum setback. The minimum setback from any right-of-way, unless otherwise specified, is half (1/2) the height of the sign.

The applicant proposes to renovate the existing freestanding sign with larger signage. However the actual structure will not be changing locations or height. The Comprehensive Sign Plan is asking for flexibility to increase the sign square footage located within the required setback of the sign ordinance.

(c) Illumination.

(1) All permitted signs may be indirectly lighted. Non-residential signs within a residential district may be illuminated as outlined in Section 8-4-6. Signs within a Business or Industrial district may be internally lighted, unless such lighting is specifically prohibited in this Article.

(2) No sign shall be illuminated in such a way that light may shine into on-coming traffic, affect highway safety, or shine directly into a residential dwelling unit zoned.

(3) Any electrical sign shall display the required UL, ETL, CSA, or ULC label.

(4) Illumination shall be no greater than 10,000 nits or foot candles from sunrise to sunset or 700 nits or foot candles from sunset to sunrise and be equipped with automatic brightness control which can dim the display brightness when ambient conditions exist.

(5) Electronic service lines shall be underground.

The new sign will include 4G cellular connectivity, custom steel mounting frame, and grounding kit. The double faced RGB display will have a RGB 281 trillion levels with brightness being 8,000 NIT's +/- 5% and total LEDs 712,800. It will have a single phase of 120V or 240V 50/60Hz with diming levels: 100 – auto and manual. The sign will also include character sizes being 2.2 inches and a horizontal viewing angle of 160 degrees.

(d) Changeable signs.

(1) Within any business or industrial district, one freestanding or wall-mounted sign per lot may be replaced with a changeable message sign subject to the following requirements:

a. Location, area, and height, requirements shall be the same as for freestanding or wall signs.

b. The message shall not be changed more than once every 12 seconds, move, flash, or display animation, as prohibited in this article.

c. Any changeable message sign that malfunctions, fails, or ceases to operate in its usual or normal programmed manner, thereby causing motion, movement, flashing or any other similar effects, shall be repaired, covered, or disconnected by the owner or operator of such sign within 24 hours of notice of violation.

d. Light emitted from changeable signs shall not exceed 0.3 footcandles over ambient light.

e. Existing nonconforming billboards cannot be converted to changeable signs.

The existing electronic messaging display will be removed and replaced with a new double-sided 7 ft. x 12 ft. electronic display (84 square feet).

The Comprehensive Sign Plan is asking for flexibility to change “static signage” to additional Changeable Signage.

Section 8-4-6. Districts.

(a) District regulations

(1) The following requirements shall apply in the designated district, as appropriate, to permitted uses by right and special uses as may be permitted, subject to all other requirements of this Ordinance.

(2) Sign area square footage limits are provided per sign unless specified as a total. Total area is calculated as an aggregate of all signs of that type.

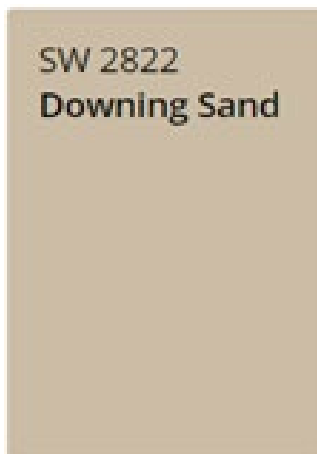
Table 8.4.6(C) Maximum Sign Dimensions: B-1, B-2, B-3, M-1, OI, and PTD Districts

Sign Type	Number	Area	Height
1. Freestanding	1 per street frontage	60 square feet	15 feet,

The existing cabinet signs will be removed and replaced with four single sided 3 ft. x 14 ft. aluminum extrusion cabinets (168 square feet) and two single sided 8 ft. x 10 ft. aluminum extrusion cabinets (160 square feet). These six signs will have PAN faces and vinyl graphics.

The Comprehensive Sign Plan is asking for flexibility from 60 total square feet to a total of 412 square feet.

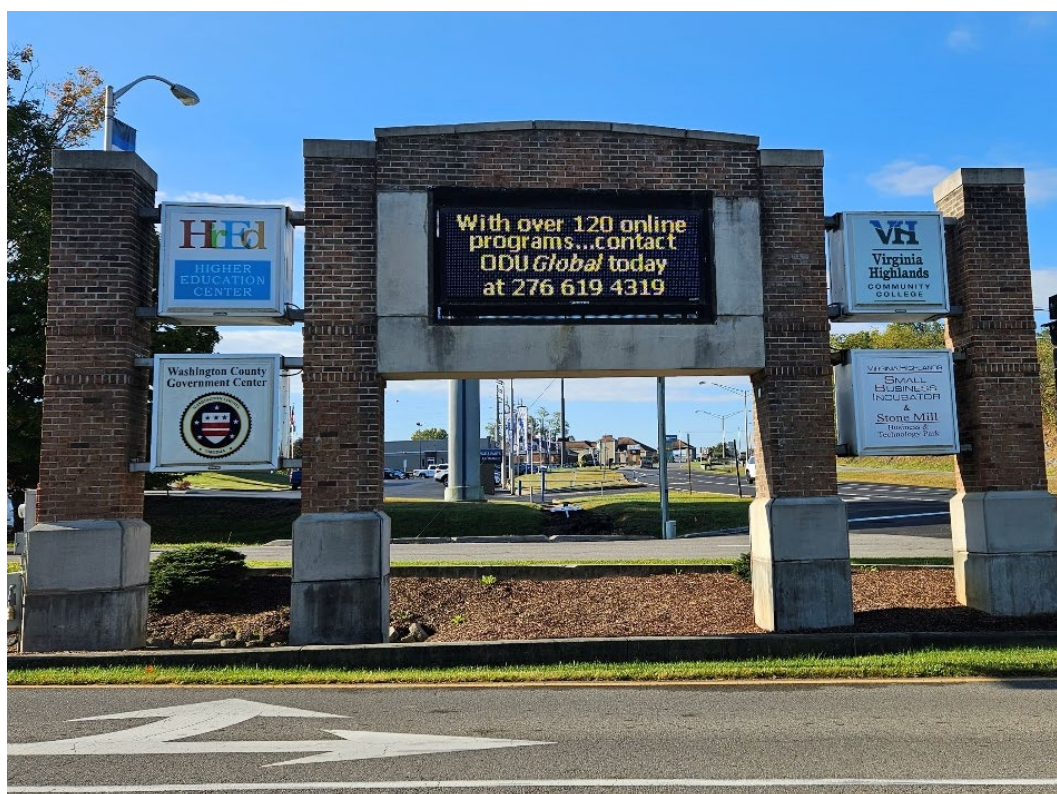
The existing unfinished masonry freestanding sign structure is proposed to have a synthetic stucco applied and painted with the following colors:



Proposed



Existing



Section 44-3-4-3 of the Land Use Chapter of the Town's Ordinance must be met when evaluating an approval or a denial.

- (1) Demonstrate that the proposed use, when complemented with additional measures, if any, will be in harmony with the purposes of the specific district in which it will be placed.

Staff Findings:

The request by VHCC to utilize the benefits of a Comprehensive Sign Plan has allowed the sign to be reviewed and conditions to be placed as needed.

The specific districts that allow for Comprehensive Sign Plans are the B-2 (where the sign sits) and the PTD (where a portion of the signage's tenants exist). This joint sign and the message board promotes this area of the community and falls within the characteristics of the specific districts.

B-2 - General Business. The purpose of the General Business District is to accommodate a wide range of retail, wholesale, service, and office uses that cater to the traveling public and serve the Town and the surrounding region. The District is designed to provide highly attractive and accessible shopping along principal highways, while avoiding the routing of traffic onto minor streets or through residential areas.

Planned Technology District. The purpose of the Planned Technology Development (PTD) District is for high technology manufacturing and industrial uses. Supporting accessory uses and facilities, including offices, commercial establishments, and residential areas may also be permitted. The PTD District is intended to be designed with a park-like setting that complements surrounding land uses by means of appropriate siting of buildings, controlled access points, attractive and harmonious architecture, effective landscape buffering and common open space with scenic view easements. The district is intended to provide flexibility in design and site layout, allow latitude in combining different types of uses within a single development, and provide the developer with incentives to create an aesthetically pleasing, functional and environmentally friendly planned development.

- (2) Demonstrate that there will be no undue adverse impact on the surrounding neighborhood in terms of public health, safety or general welfare and show measures to be taken to achieve such goals.

Staff Findings: The sign already exists. The expansion of the parameters will not have an adverse impact to the surrounding neighborhood. The surrounding neighborhood is not residential.

(3) Show that the proposal meets the applicable specific and general standards required by this article.

Staff Findings: The existing signage will be renovated but must continue to comply with the signage limitations for nighttime dimension.

REQUIRED ACTIONS OF THE TOWN COUNCIL:

A. **Sample Motions.** The role of the Town Council in this instance is to decide on the Special Use Permit Comprehensive Sign Plan request. The following sample motions have been provided by Staff for consideration by the Town Council:

- **Sample Motion for Approval:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 8-4-2-C of the Town of Abingdon Zoning Ordinance, I move to approve the Special Use Permit Comprehensive Sign Plan.
- **Sample Motion for Denial:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, in accordance with the requirements of Section 8-4-2-C of the Town of Abingdon Zoning Ordinance, I move to deny the Special Use Permit Comprehensive Sign Plan.
- **Sample Motion for Continuance:** Having reviewed and considered the application materials, staff report, Planning Commission memo, and public comment, I move to continue the request for Special Use Permit Comprehensive Sign Plan for the purpose of (explain reason for continuance, and if applicable, specify any additional information that is being requested) until (state the date when the item will be heard again).