

AGENDA
REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG TOWN HALL
100 EAST MAIN STREET
AUGUST 23, 2016 – 7:00 P.M.

MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. Proposed amendment to Chapter 42 "Zoning" of the Christiansburg Town Code, in regards to the rules of governance for the Board of Zoning Appeals.

REGULAR MEETING

- I. CALL TO ORDER BY MAYOR BARBER

- II. CONSENT AGENDA
 1. Council meeting minutes of August 9, 2016
 2. Monthly Bills

- III. RECOGNITIONS

- IV. CITIZENS' HEARINGS
 1. Citizen Comments

- V. STAFF REPORTS

- VI. INTRODUCTIONS AND PRESENTATIONS
 1. Presentation of Urban Development Areas Plan.

 2. Presentation on the Police Department Annual Report by Police Chief Sisson.

- VII. DISCUSSIONS BY MAYOR AND COUNCIL MEMBERS
 1. Reappointment of Ann Carter to the Planning Commission. Ms. Carter's term expires August 31, 2016.

 2. Award of bid for the Park Street sidewalk improvement/extension project, Phase II.

 3. Proposed lease agreement for location of communication facilities on water storage tanks.

 4. Councilman Stipes and Councilman Collins – Street Committee recommendation/report on:
 - a. Boundary Line Relocation Plat for Bryan Rice at 465 Underwood Street, N.W.; Relocating Lot Lines and Creating Lots A, B, and C.

 5. Closed Meeting:
 - a. Request for a Closed Meeting under Virginia Code Section 2.2-3711(A)(7), for consultation with legal counsel and briefings by staff members or consultants pertaining to actual or

probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter. The Closed Meeting pertains to a notice of claim received by the Town dated August 5, 2016.

- b. Reconvene in Open Meeting
- c. Certification
- d. Council action on the matter

VIII. COUNCIL REPORTS

- IX. TOWN MANAGER'S REPORTS
 - 1. Reports and Announcements

X. ADJOURNMENT

The next regular Town Council meeting will be held at Christiansburg Town Hall on Tuesday, August 23, 2016 at 7:00 P.M.

**CHRISTIANSBURG TOWN COUNCIL
CHRISTIANSBURG, MONTGOMERY CO., VA.
REGULAR MEETING MINUTES
AUGUST 9, 2016 – 7:00 P.M.**

A REGULAR MEETING OF THE CHRISTIANSBURG TOWN COUNCIL, MONTGOMERY COUNTY, CHRISTIANSBURG, VA. WAS HELD AT CHRISTIANSBURG TOWN HALL, 100 EAST MAIN STREET, CHRISTIANSBURG, VIRGINIA, ON AUGUST 9, 2016 AT 7:00 P.M.

COUNCIL MEMBERS PRESENT: Mayor D. Michael Barber; Vice-Mayor Henry Showalter; Samuel M. Bishop; Harry Collins; R. Cord Hall; Steve Huppert; Bradford J. Stipes. ABSENT: None.

ADMINISTRATION PRESENT: Town Manager Steve Biggs; Assistant Town Manager Randy Wingfield; Clerk of Council Michele Stipes; Town Attorney Bret Marfut; Assistant to the Town Manager Adam Carpenetti; Finance Director/Treasurer Val Tweedie; Planning Director Andrew Warren; Public Relations Director Melissa Powell; Aquatics Director Terry Caldwell; Director of Engineering and Special Project Wayne Nelson; Fire Chief Billy Hanks; Farmer's Market Manager Sarah Belcher; Parks and Recreation Director Bradley Epperley.

MOMENT OF REFLECTION

PLEDGE OF ALLEGIANCE

REGULAR MEETING

I. CALL TO ORDER BY MAYOR BARBER. Mayor Barber stated there was a quorum of Council present.

II. CONSENT AGENDA:

1. Council meeting minutes of July 26, 2016.

Councilman Hall made a motion to approve the consent agenda, seconded by Councilman Huppert seconded the motion, and Council voted as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

III. RECOGNITIONS:

1. Mayor Barber introduced Bret Marfut of Gynn & Memmer, who served as Town Attorney during the meeting.

IV. CITIZEN'S HEARING:

1. Citizen Comments
a. No comments.

V. STAFF REPORTS:

1. Melissa Powell, Director of Public Relations, to give a presentation on adjustments to the colors on the Town logo. Ms. Powell provided Council with a visual sample of the Town logo that reflected a shade of blue lighter than what had been used, which at times, depending on the medium, could appear black. The gold shade remained unchanged. The color adjustment would impact all Town logos over time, beginning with Town printed paper and logos at the aquatic center. Mayor Barber said that he, Ms. Powell, and Ballpark Signs worked together to finalize the new color scheme.

2. Brad Epperley, Director of Parks and Recreation, to give an update on the Parks and Recreation Department. Mr. Epperley provided Council with an overview of the operations of the Parks and Recreation Department during the fiscal year 2015-2016, and highlighted the various youth activities and

community events offered through the facility, noting an increase in participation in both youth and adult programs from the previous year. He reported that the recreation center currently had 5,913 active memberships, and had experienced 101,401 membership scans and 1,483 day pass attendances during the 2016 fiscal year. Mr. Epperley emphasized the importance of community partnerships in providing youth activities and camps, and with installing and maintaining the numerous parks in Christiansburg. He then shared with Council information on the 2016 Jill's Buddy Camp that was offered in partnership with Montgomery County Public Schools, for children preschool to 2nd grade with disabilities, and reported on the Top Gun World Series baseball tournament held this summer at Harkrader Sports Complex. In closing, Mr. Epperley talked about upcoming events and newly organized programs, including an event to honor Tony Huddleston who lost his life in July while fishing. Mr. Huddleston served as youth coaching staff for many years at the recreation center and it was announced that the annual fishing rodeo would be renamed the "Tony L. Huddleston Trout Rodeo". Councilman Collins reported that he recently observed recreation staff, Forest Redd and Jim Whetzel, mowing the football field at the high school, and he recommended them on their professionalism and efficiency in completing the job. Councilman Showalter expressed his appreciation for Mr. Epperley's decision to honor Tony Huddleston's life, stating that Mr. Huddleston was a great man who was passionate about youth and heavily involved in youth activities. Council thanked Mr. Epperley for his report. A copy of the report is attached herewith.

VI. DISCUSSIONS BY MAYOR AND COUNCIL MEMBERS:

1. Proposal to set fees for Sunset Cemetery presented by Adam Carpenetti, Assistant to the Town Manager. Council was provided a copy of the proposed fee schedule in the agenda packet. Mr. Carpenetti reviewed with Council the proposed fees as compared to the current fee schedule, noting that the new fees included pricing on the columbarium and the newly opened section of the cemetery. Also included in the report was a fee comparison with other nearby cemeteries, which reflected a cost range that greatly varied based on services, times, and other factors. Noting the low burial costs proposed, Mr. Carpenetti explained that the cemetery was operated as a service to the community, and was not designed to generate revenue. Mr. Carpenetti reported that the Cemetery Committee recommended Town Council approve the fee schedule as proposed. Councilman Huppert, liaison to the Cemetery Committee, noted that the columbarium would not be opened for service until a fee structure had been approved by Council. Councilman Hall made a motion to approve the fee schedule for Sunset Cemetery as proposed, and to adopt the corresponding resolution, seconded by Councilman Stipes. Council was polled as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye. Council thanked Mr. Carpenetti and the Cemetery Committee for the work that went into preparing the new fee schedule.
2. Report on action taken relative to a Community Support item in the FY16-17 Annual Budget. Town Manager Steve Biggs and Finance Director/Treasurer Val Tweedie explained that during the budget process there was some confusion with the names of two local organizations that requested Council support in the budget. Although two organizations verbally requested support, Mrs. Tweedie said she mistakenly recognized the requests as coming from the same organization, and as a result, she advised representatives of Children's Trust that a grant application had been received, when the grant application she had in mind had actually been submitted by NRV Cares, a separate organization. Mrs. Tweedie said it was her understanding that Council intended to support both NRV Cares and Children's Trust, while NRV Cares was the only agency of the two to be included in the budget. After the error was discovered, Mrs. Tweedie contacted representatives of Children's Trust, who then submitted a grant application for FY 2016-2017. Funding would come from Fund Balance and would be rolled into the first budget amendment in approximately six to eight weeks. Councilman Hall commented that both agencies were important to the community and he made a motion to approve a \$5,000 budget amendment to provide support to Children's Trust, seconded by Councilman Huppert. Council voted on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.
3. Discussion on utility of creating safe zones within the Town of Christiansburg (Hall). Councilman Hall asked that Council consider creating a safe zone in Christiansburg, a concept that has been embraced by communities across the country. Councilman Hall explained that a safe zone is a designated location within a locality that is a protected area for multiple uses, including activities such as dropping off or picking up online purchases and exchanging children in custody arrangements. The location would be properly signed, and well-lit, and would be under video/audio surveillance, with access to an emergency telephone. Councilman Hall reported that safe zones have a strong law enforcement backing across the

country as a crime deterrent. Councilman Hall said the Town had been a leader in bringing awareness to child abuse prevention, and he believed that a safe zone in Christiansburg would be used as a model for other Virginia localities, while providing a great public safety resource. Councilman Hall noted that there were several areas in Town that could be used as a safe zone, and domestic violence mini-grants were available to provide funding. The idea had been presented to Police Chief Sisson who advised that Montgomery County was also looking into establishing this type of community resource. Mayor Barber assigned Councilman Hall, Councilman Showalter, Town Manager Biggs, and himself to serve on an ad hoc committee to work with the police department, the sheriff's department, and representatives of social services, concerning the matter, and to bring a report to Council for consideration in the FY 2017-2018 budget.

4. Water, Sewer, & Solid Waste Committee report on meeting held August 2, 2016. Town Manager Steve Biggs reported that the committee discussed the RFP for a consultant to assist in developing a long-term solid waste plan, which would include the development of a plan for the recycling program included in the Town's Vision 2020. The RFP should be ready for issuing by the end of the week. Also discussed by the committee was the capital need for maintenance and improvements to the water facilities and services, which could have a significant financial impact on Christiansburg. This matter is to be discussed in detail during the NRV Water Authority meeting on August 31, which Councilman Showalter encouraged all of Council to attend. Councilman Showalter requested that the matter also be placed on the agenda for the work session on August 15, 2016, for the benefit of the Council members who did not attend the Water, Sewer & Solid Waste Committee meeting. Councilman Stipes recommended that Council be advised as to Christiansburg's obligations and options provided for in the Joinder Agreement pertaining to the proposed capital improvements, prior to the Water Authority meeting on August 31. In other matters, Council discussed the benefits of developing a policy that would require all properties within Town limits to utilize Town sewer. It was noted that the Town does not have a record of the properties that would be impacted by that type of policy, and Town Manager Biggs suggested, as a starting point, collecting information through a public information effort by asking residents if they know if they are on Town sewer. Council agreed that would be a good start to establishing a long-term plan for the Town's sewer program.
5. Annual Resolution with VDOT Authorizing Local Official for Execution of Agreements. Councilman Hall made a motion to approve the resolution as presented, seconded by Councilman Bishop. Council was polled on the motion as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

VIII. COUNCIL REPORTS:

- a. Councilman Collins requested that Town Manager Biggs schedule a time for Council to tour the new Sheriff's Department, the 911 Call Center, and the newly renovated portion of the Police Department.
- b. Councilman Bishop thanked Town Manager Biggs for honoring his request that the Town's employment application be modified to remove questions pertaining to prior criminal convictions.
- c. Councilman Hall reported that the Recreation Advisory Commission would soon have two vacancies with the retirement of John Harris and Mary Critzer. Brad Epperley, Director of Parks and Recreation, was expected to begin the advertisement process for the two seats. The commission is expected to soon bring a recommendation to Council for the appointment of two high school student representatives. Lastly, Councilman Hall said he would report to Council at the next regular meeting on a specific location chosen by the commission for placement of the playground equipment recently won in a contest.
- d. Councilman Stipes expressed his appreciation for Councilman Hall's proposal for a safe zone, stating that the various ideas proposed by individual Council members served to strengthen the Christiansburg community.
- e. Councilman Huppert referred to a flyer provided to each Council member announcing Heritage Day, and he expressed his appreciation that the organizers of Heritage Day and of the Gospel Singing event cooperated regarding shared time for banner display across Main Street. He then spoke about the success of the aquatic center summer camp programs and the swim/dive meets held at the facility. Councilman Huppert said that a hotel in town had reported to have rented out 441 rooms, at a cost of \$95,000, during swim meets held at the aquatic center from January – July 2016.

- f. Mayor Barber confirmed a Council work session on August 15 at 5:30 p.m. to discuss the Kiwanis Park Lease.

IX. TOWN MANAGER'S REPORTS:

1. PUBLIC HEARING REQUEST: Town Manager Biggs presented the following request and recommended setting the Public Hearing for September 27, 2016:
 - a. A Conditional Use Permit Amendment request for the Cambria Crossing Planned Housing Development. The revision to the master plan would change the designation of a vacant 1.12 acre parcel from limited commercial to single family detached residential.

On motion by Councilman Hall, seconded by Councilman Showalter, Council voted to set the Public Hearing for September 27, 2016, as follows: Bishop – Aye; Collins – Aye; Hall – Aye; Huppert – Aye; Showalter – Aye; Stipes – Aye.

2. PROGRESS REPORTS AND ANNOUNCEMENTS:

- Town Manager Biggs reported that the Town had accumulated three years of Community Development Block Grant entitlement funding, which had caused concern among grant program administrators. Town Manager Biggs met with the administrators to explain that the accumulation was due to delays during the major sidewalk extension project on Park Street. Grant administrators were satisfied that the funds would be used appropriately, but urged the Town to utilize future funding in a more timely fashion. Director of Engineering Wayne Nelson reported that he had been working with the railroad on easement acquisition for the sidewalk project, and that construction bids had been received and were currently being evaluated.

X. ADJOURNMENT:

There being no further business to bring before Council, Mayor Barber adjourned the meeting at 8:46 P.M.

Michele M. Stipes, Clerk of Council

D. Michael Barber, Mayor

AN ORDINANCE TO AMEND CHAPTER 42, ZONING, ARTICLE I, IN GENERAL, SECTION 42-1, DEFINITIONS, ARTICLE XIX, PROVISIONS FOR APPEAL, SECTION 42-566, MEMBERSHIP; TERMS; REMOVAL AND DISQUALIFICATION OF MEMBERS; OFFICERS; SECTION 42-567, POWERS AND DUTIES; SECTION 42-571, APPEAL FROM DECISION OF BOARD; AND TO ADOPT SECTION 42-572, BOARD OF ZONING APPEALS, EX PARTE COMMUNICATIONS, PROCEEDINGS; TO CONFORM THESE SECTIONS OF THE TOWN'S ZONING ORDINANCE TO THE APPLICABLE PROVISIONS OF THE VIRGINIA CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the General Assembly of the Commonwealth of Virginia amended Article 7, Zoning, of Chapter 22, Planning, Subdivision of Land and Zoning of the Virginia Code to change the definition of "variance," amend the powers and duties of the board of zoning appeals, and prohibit certain ex parte communications with the board of zoning appeals; and

WHEREAS, the Town Council determines that it is in the best interest of the Town to amend its Zoning Ordinance in the Town Code to conform to the legislative changes; and

WHEREAS, notice of the proposed changes to the zoning ordinance were published pursuant to Virginia Code § 15.2-2204 and public hearings were advertised and held on _____ and _____; public comments having been considered by the Planning Commission and Town Council;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Christiansburg that the Chapter 42, "Zoning," Article I, "In general," Section 42-1, "Definitions;" Article XIX, "Provisions for Appeal," Section 42-566, "Membership; terms; removal and disqualification of members; officers;" Section 42-567, "Powers and duties;" and Section 42-571, "Appeal from decision of board," is hereby amended and reenacted; and Section 42-572, "Board of zoning appeals, ex parte communications, proceedings," is hereby adopted as follows:

ARTICLE I. – IN GENERAL

Sec. 42-1. – Definitions

Variance means a reasonable deviation from the provisions of this chapter regulating the shape, size, or area of a lot or parcel of land, or the size, height, area, bulk, or location of a building or structure when the strict application of this chapter would ~~result in unnecessary or unreasonable hardship to the property owner~~ unreasonably restrict the utilization of the property and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the ~~intended spirit and purpose of the ordinance, and would result in substantial justice being done.~~ The term "variance" shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning.

* * *

ARTICLE XIX. - PROVISIONS FOR APPEAL

* * *

Sec. 42-566. – Membership; terms; removal and disqualification of members; officers

- a) ~~A~~ The board of zoning appeals shall consist of five members and shall be appointed by the circuit or corporation court of the county or town Montgomery County Circuit Court. At the request of town council, the circuit court may also appoint not more than three alternates to the board of zoning appeals. Appointments for vacancies occurring otherwise than by expiration of term shall in all cases be for the unexpired term. The qualifications, terms and compensation of regular and alternate members shall be the same. A regular member when he knows he will be absent from or will have to abstain from any application at a meeting shall notify the chairman twenty-four hours prior to the meeting of such fact. The chairman shall select an alternate to serve in the absent or abstaining member's place and the records of the board shall so note. Such alternate member may vote on any application in which a regular member abstains.
- (b) The term of office for all regular and alternate members shall be for five years.
- (c) Members may be removed for cause by the appointing authority upon written charges and after a public hearing.
- (d) Members may be reappointed to succeed themselves.
- (e) Members of the board shall hold no other public office in the locality, except that one may be a member of the local planning commission.
- (f) A member whose term expires shall continue to serve until his successor is appointed and qualifies.
- (g) Any member of the board shall be disqualified to act upon a matter before the board with respect to property in which the member has an interest.
- (h) The board shall choose annually its own chair and a vice-chair who shall act in the absence of the chair.
- (i) The board may elect one of its members or a qualified individual who is not a member of the board as secretary, excluding the alternate members. A secretary who is not a member of the board shall not be entitled to vote on matters before the board.

Sec. 42-567. - Powers and duties.

The board of zoning appeals shall have the ~~following~~ powers and duties as set forth in § 15.2-2309 of the Code of Virginia (1950) as amended from time to time.:

- (1) ~~To hear and decide appeals from any order, requirement, decision and determination made by an administrative officer in the administration or enforcement of this chapter or any ordinance adopted pursuant thereto. The decision on such appeal shall be based on the board's judgment of whether the zoning administrator was correct. The board shall consider the purpose and intent of any applicable ordinances, laws, and regulations in making its decision.~~
- (2) ~~To hear and decide applications for special exceptions upon which the board is specifically authorized to pass under this chapter. The board may impose such~~

~~conditions relating to the use for which a permit is granted as it may deem necessary in the public interest, including limiting the duration of a permit, and may require a guarantee or bond to ensure that the conditions imposed are being, and will continue to be, complied with.~~

~~No variance may be granted except after notice and hearing, as provided by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.~~

- ~~(3) To revoke a variance previously granted by the board of zoning appeals if the board determines that there has not been compliance with the terms or conditions of the special use permit. No special exception may be revoked except after notice and hearing, as provided by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.~~
- ~~(4) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the chapter will result in unnecessary hardship; provided, that the spirit of the chapter shall be observed and substantial justice done, as follows:
 - ~~a. When a property owner can show that his property was acquired in good faith and where, by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of the chapter or where by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the condition, situation or development of property immediately adjacent thereto, the strict application of the terms of the chapter would effectively prohibit or unreasonably restrict the use of the property or where the board is satisfied, upon the evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant; provided, that all variances shall be in harmony with the intended spirit and purpose of the chapter. No such variance shall be authorized by the board unless it finds:
 - ~~1. That the strict application of the chapter would produce undue hardship.~~
 - ~~2. That such hardship is not shared generally by other properties in the same zoning district and the same vicinity.~~
 - ~~3. That the authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.~~~~
 - ~~b. No such variance shall be authorized except after notice and hearing, as required by Code of Virginia, § 15.2-2204, as amended. However, when giving~~~~

~~any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.~~

~~c.—No variance shall be authorized unless the board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the chapter.~~

~~d.—In authorizing a variance, the board may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest and may require a guarantee or bond to ensure that the conditions imposed are being, and shall continue to be, complied with. Notwithstanding any other provision of law, the property upon which a property owner has been granted a variance shall be treated as conforming for all purposes under state law and local ordinance; however, the structure permitted by the variance may not be expanded unless the expansion is within an area of the site or part of the structure for which no variance is required under the ordinance. Where the expansion is proposed within an area of the site or part of the structure for which a variance is required, the approval of an additional variance shall be required.~~

~~(5)—To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by the question, and after public hearing with notice, as required by Code of Virginia, § 15.2-2204, the board may interpret the map in such way as to carry out the intent and purpose of the ordinance for the particular section or district in question. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first-class mail rather than by registered or certified mail. The board shall not have the power to change substantially the locations of district boundaries as established by ordinance.~~

~~(6)—No provision of this section shall be construed as granting any board the power to rezone property or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the town council.~~

* * *

Sec. 42-571. - Appeal from decision of board Certiorari to review decision of board.

~~(a)—Any person or persons jointly or severally aggrieved by any decision of the board of zoning appeals, or any aggrieved taxpayer, officer, department, board or bureau of the town may seek a writ of certiorari to review the decision of the board pursuant to § 15.2-2314 of the Code of Virginia (1950), as may be amended from time to time. file with the clerk of the circuit or corporation court of the county a petition that shall be styled "In Re: [date]~~

~~Decision of the Board of Zoning Appeals of [locality name] " specifying the grounds on which aggrieved within 30 days after the final decision of the board.~~

- ~~(b) Upon the presentation of such petition, the court shall allow a writ of certiorari to review the decision of the board of zoning appeals and shall prescribe therein the time within which a return thereto must be made and served upon the secretary of the board of zoning appeals, or, if no secretary exists, the chair of the board of zoning appeals, which shall not be less than ten days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the board and on due cause shown, grant a restraining order.~~
- ~~(c) Any review of a decision of the board shall not be considered an action against the board and the board shall not be a party to the proceedings; however, the board shall participate in the proceedings to the extent required by this section. The town council, the landowner and the applicant before the board of zoning appeals shall be necessary parties to the proceedings. The court may permit intervention by any other person, or persons, jointly or severally aggrieved by any decision of the board of zoning appeals.~~
- ~~(d) The board of zoning appeals shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies thereof, or of such portion thereof, as may be called for by such writ. The return shall concisely set forth such other facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.~~
- ~~(e) If upon the hearing it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a commissioner to take such evidence as it may direct and report the same to the court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made.~~
- ~~(f) In the case of an appeal from the board of zoning appeals to the circuit court of an order, requirement, decision or determination of a zoning administrator or other administrative officer in the administration or enforcement of any ordinance or provision of state law, or any modification of zoning requirements pursuant to Code of Virginia, § 15.2-2286, the findings and conclusions of the board of zoning appeals on questions of fact shall be presumed to be correct. The appealing party may rebut that presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision. Any party may introduce evidence in the proceedings in the court. The court shall hear any arguments on questions of law de novo.~~
- ~~(g) In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted an application for a variance, or application for a special exception, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut that presumption by showing to the satisfaction of the court that the board of zoning appeals applied erroneous principles of law, or where the discretion of the board of zoning appeals is involved, the decision of the board of zoning appeals was plainly wrong and in violation of the purpose and intent of the zoning ordinance.~~
- ~~(h) Costs shall not be allowed against the locality, unless it shall appear to the court that it acted in bad faith or with malice. In the event the decision of the board is affirmed and the court~~

~~finds that the appeal was frivolous, the court may order the person, or persons, who requested the issuance of the writ of certiorari to pay the costs incurred in making the return of the record pursuant to the writ of certiorari. If the petition is withdrawn subsequent to the filing of the return, the locality may request that the court hear the matter on the question of whether the appeal was frivolous.~~

Sec. 42-572. -- Boards of zoning appeals, ex parte communications, proceedings.

- (a) The non-legal staff of the town may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. The applicant, landowner, or his agent or attorney may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. If any ex parte discussion of facts or law in fact occurs, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication. For purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussions prior to a public meeting to which staff of the governing body, the applicant, landowner, or his agent or attorney are all invited.
- (b) Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved under Code of Virginia § 15.2-2314, as soon as practicable thereafter, but in no event more than three business days of providing such materials to a member of the board. If the applicant, appellant, or other person aggrieved under Code of Virginia § 15.2-2314 requests additional documents or materials be provided by the locality other than those materials provided to the board, such request shall be made pursuant to Code of Virginia § 2.2-3704. Any such materials furnished to a member of the board shall also be made available for public inspection pursuant to subsection F of Code of Virginia § 2.2-3707.
- (c) For the purposes of this section, "non-legal staff of the town" means any staff who is not in the office of the attorney for the town, or for the board, or who is appointed by special law or pursuant to Code of Virginia § 15.2-1542. Nothing in this section shall preclude the board from having ex parte communications with any attorney or staff of any attorney where such communication is protected by the attorney-client privilege or other similar privilege or protection of confidentiality.
- (d) This section shall not apply to cases where an application for a special exception has been filed pursuant to subdivision 6 of Code of Virginia § 15.2-2309.

This ordinance shall become effective upon adoption. If any part of this ordinance is deemed unlawful by a court of competent jurisdiction all remaining parts shall be deemed valid.

Ord. 2016 - ____

Upon a call for an aye and nay vote on the foregoing ordinance at a regular meeting of the Council of the Town of Christiansburg, Virginia held _____, the members of the Council of the Town of Christiansburg, Virginia, present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mayor D. Michael Barber*				
Samuel M. Bishop				
Harry Collins				
Cord Hall				
Steve Huppert				
Henry Showalter				
Bradford J. Stipes				

*Votes only in the event of a tie vote by Council.

SEAL:

Michele M. Stipes, Town Clerk

D. Michael Barber, Mayor

Resolution of the
Town of Christiansburg
Planning Commission

PROPOSED AMENDMENTS TO CHAPTER 42 "ZONING" OF THE CHRISTIANSBURG
TOWN CODE IN REGARDS TO THE BOARD OF ZONING APPEALS

WHEREAS the Christiansburg Planning Commission has found, following a duly advertised Public Hearing on July 18, 2016, that the public necessity, convenience, general welfare and good zoning practices (~~permit / do not permit~~) Council to adopt an ordinance amending the *Christiansburg Town Code*.

THEREFORE be it resolved that the Christiansburg Planning Commission (~~recommends / does not recommend~~) to the Christiansburg Town Council that Sections 42-566, 42-567, 42-571, and 42-572 of Chapter 42 "Zoning" of the *Christiansburg Town Code* be amended as follows:

ARTICLE I. IN GENERAL

Sec. 42-1. Definitions.

Variance means a reasonable deviation from the provisions of this chapter regulating the shape, size, or area of a lot or parcel of land, or the size, height, area, bulk, or location of a building or structure when the strict application of this chapter would result in unnecessary or unreasonable hardship to the property owner unreasonably restrict the utilization of the property and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the ~~intended spirit and purpose of the ordinance, and would result in substantial justice being done.~~ The term "variance" shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning.

ARTICLE XIX. PROVISIONS FOR APPEAL

Sec. 42-566. Membership; terms; removal and disqualification of members; officers.

- a) ~~A The board of zoning appeals shall consisting of five members and shall be appointed by the circuit or corporation court of the county or town Montgomery County Circuit Court. At the request of town council, the circuit court may also appoint not more than three alternates to the board of zoning appeals.~~ Appointments for vacancies occurring otherwise than by expiration of term shall in all cases be for the unexpired term. The qualifications, terms and compensation of regular and alternate members shall be the same. A regular member when he knows he will be absent from or will have to abstain from any application at a meeting shall notify the chairman twenty-four hours prior to the meeting of such fact. The chairman shall select an alternate to serve in the absent or abstaining member's place and the records of the board shall so note. Such alternate member may vote on any application in which a regular member abstains.
- (b) The term of office for all regular and alternate members shall be for five years.
- (c) Members may be removed for cause by the appointing authority upon written charges and after a public hearing.
- (d) Members may be reappointed to succeed themselves.

- (e) Members of the board shall hold no other public office in the locality, except that one may be a member of the local planning commission.
- (f) A member whose term expires shall continue to serve until his successor is appointed and qualifies.
- (g) Any member of the board shall be disqualified to act upon a matter before the board with respect to property in which the member has an interest.
- (h) The board shall choose annually its own chair and a vice-chair who shall act in the absence of the chair.
- (i) The board may elect one of its members or a qualified individual who is not a member of the board as secretary, excluding the alternate members. A secretary who is not a member of the board shall not be entitled to vote on matters before the board.

Sec. 42-567. Powers and duties.

The board of zoning appeals shall have the ~~following powers and duties as set forth in § 15.2-2309 of the Code of Virginia (1950) as amended from time to time.:~~

~~(1) To hear and decide appeals from any order, requirement, decision and determination made by an administrative officer in the administration or enforcement of this chapter or any ordinance adopted pursuant thereto. The decision on such appeal shall be based on the board's judgment of whether the zoning administrator was correct. The board shall consider the purpose and intent of any applicable ordinances, laws, and regulations in making its decision.~~

~~(2) To hear and decide applications for special exceptions upon which the board is specifically authorized to pass under this chapter. The board may impose such conditions relating to the use for which a permit is granted as it may deem necessary in the public interest, including limiting the duration of a permit, and may require a guarantee or bond to ensure that the conditions imposed are being, and will continue to be, complied with.~~

~~No variance may be granted except after notice and hearing, as provided by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.~~

~~(3) To revoke a variance previously granted by the board of zoning appeals if the board determines that there has not been compliance with the terms or conditions of the special use permit. No special exception may be revoked except after notice and hearing, as provided by Code of Virginia, § 15.2-2204. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.~~

~~(4) To authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the chapter will result in unnecessary hardship; provided, that the spirit of the chapter shall be observed and substantial justice done, as follows:~~

~~a. When a property owner can show that his property was acquired in good faith and where, by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property at the time of the effective date of the chapter or where by reason of exceptional topographic conditions or other extraordinary situation or condition of such piece of property, or of the condition, situation or development of property immediately adjacent thereto, the strict application of the terms of the chapter would effectively prohibit or unreasonably restrict the use of the property or where the board is satisfied, upon the evidence heard by it, that the granting of such variance will alleviate a clearly demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant; provided, that all variances shall be in harmony with the intended spirit and purpose of the chapter. No such variance shall be authorized by the board unless it finds:~~

- ~~1. That the strict application of the chapter would produce undue hardship.~~
- ~~2. That such hardship is not shared generally by other properties in the same zoning district and the same vicinity.~~
- ~~3. That the authorization of such variance will not be of substantial detriment to adjacent property and that the character of the district will not be changed by the granting of the variance.~~

~~b. No such variance shall be authorized except after notice and hearing, as required by Code of Virginia, § 15.2-2204, as amended. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first class mail rather than by registered or certified mail.~~

~~c. No variance shall be authorized unless the board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the chapter.~~

~~d. In authorizing a variance, the board may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest and may require a guarantee or bond to ensure that the conditions imposed are being, and shall continue to be, complied with. Notwithstanding any other provision of law, the property upon which a property owner has been granted a variance shall be treated as conforming for all purposes under state law and local ordinance; however, the~~

structure permitted by the variance may not be expanded unless the expansion is within an area of the site or part of the structure for which no variance is required under the ordinance. Where the expansion is proposed within an area of the site or part of the structure for which a variance is required, the approval of an additional variance shall be required.

- (5) ~~To hear and decide applications for interpretation of the district map where there is any uncertainty as to the location of a district boundary. After notice to the owners of the property affected by the question, and after public hearing with notice, as required by Code of Virginia, § 15.2-2204, the board may interpret the map in such way as to carry out the intent and purpose of the ordinance for the particular section or district in question. However, when giving any required notice to the owners, their agents or the occupants of abutting property and property immediately across the street or road from the property affected, the board may give such notice by first-class mail rather than by registered or certified mail. The board shall not have the power to change substantially the locations of district boundaries as established by ordinance.~~
- (6) ~~No provision of this section shall be construed as granting any board the power to rezone property or to base board decisions on the merits of the purpose and intent of local ordinances duly adopted by the town council.~~

Sec. 42-571. Appeal from decision of board Certiorari to review decision of board.

- (a) ~~Any person or persons jointly or severally aggrieved by any decision of the board of zoning appeals, or any aggrieved taxpayer, officer, department, board or bureau of the town may seek a writ of certiorari to review the decision of the board pursuant to § 15.2-2314 of the Code of Virginia (1950), as may be amended from time to time. file with the clerk of the circuit or corporation court of the county a petition that shall be styled "In Re: [date] Decision of the Board of Zoning Appeals of [locality name]" specifying the grounds on which aggrieved within 30 days after the final decision of the board.~~
- (b) ~~Upon the presentation of such petition, the court shall allow a writ of certiorari to review the decision of the board of zoning appeals and shall prescribe therein the time within which a return thereto must be made and served upon the secretary of the board of zoning appeals, or, if no secretary exists, the chair of the board of zoning appeals, which shall not be less than ten days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the board and on due cause shown, grant a restraining order.~~
- (c) ~~Any review of a decision of the board shall not be considered an action against the board and the board shall not be a party to the proceedings; however, the board shall participate in the proceedings to the extent required by this section. The town council, the landowner and the applicant before the board of zoning appeals shall be necessary parties to the proceedings. The court may permit intervention by any other person, or persons, jointly or severally aggrieved by any decision of the board of zoning appeals.~~
- (d) ~~The board of zoning appeals shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies thereof, or of such portion thereof, as may be called for by such writ. The return shall concisely set forth such other~~

~~facts as may be pertinent and material to show the grounds of the decision appealed from and shall be verified.~~

- ~~(e) If upon the hearing it shall appear to the court that testimony is necessary for the proper disposition of the matter, it may take evidence or appoint a commissioner to take such evidence as it may direct and report the same to the court with his findings of fact and conclusions of law, which shall constitute a part of the proceedings upon which the determination of the court shall be made.~~
- ~~(f) In the case of an appeal from the board of zoning appeals to the circuit court of an order, requirement, decision or determination of a zoning administrator or other administrative officer in the administration or enforcement of any ordinance or provision of state law, or any modification of zoning requirements pursuant to Code of Virginia, § 15.2-2286, the findings and conclusions of the board of zoning appeals on questions of fact shall be presumed to be correct. The appealing party may rebut that presumption by proving by a preponderance of the evidence, including the record before the board of zoning appeals, that the board of zoning appeals erred in its decision. Any party may introduce evidence in the proceedings in the court. The court shall hear any arguments on questions of law de novo.~~
- ~~(g) In the case of an appeal by a person of any decision of the board of zoning appeals that denied or granted an application for a variance, or application for a special exception, the decision of the board of zoning appeals shall be presumed to be correct. The petitioner may rebut that presumption by showing to the satisfaction of the court that the board of zoning appeals applied erroneous principles of law, or where the discretion of the board of zoning appeals is involved, the decision of the board of zoning appeals was plainly wrong and in violation of the purpose and intent of the zoning ordinance.~~
- ~~(h) Costs shall not be allowed against the locality, unless it shall appear to the court that it acted in bad faith or with malice. In the event the decision of the board is affirmed and the court finds that the appeal was frivolous, the court may order the person, or persons, who requested the issuance of the writ of certiorari to pay the costs incurred in making the return of the record pursuant to the writ of certiorari. If the petition is withdrawn subsequent to the filing of the return, the locality may request that the court hear the matter on the question of whether the appeal was frivolous.~~

Sec. 42-572. Boards of zoning appeals, ex parte communications, proceedings.

- (a) The non-legal staff of the town may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. The applicant, landowner, or his agent or attorney may have ex parte communications with a member of the board prior to the hearing but may not discuss the facts or law relative to a particular case. If any ex parte discussion of facts or law in fact occurs, the party engaging in such communication shall inform the other party as soon as practicable and advise the other party of the substance of such communication. For purposes of this section, regardless of whether all parties participate, ex parte communications shall not include (i) discussions as part of a public meeting or (ii) discussions prior to a public meeting to which staff of the governing body, the applicant, landowner, or his agent or attorney are all invited.
- (b) Any materials relating to a particular case, including a staff recommendation or report furnished to a member of the board, shall be made available without cost to such applicant, appellant or other person aggrieved under Code of Virginia § 15.2-2314, as soon as

practicable thereafter, but in no event more than three business days of providing such materials to a member of the board. If the applicant, appellant, or other person aggrieved under Code of Virginia § 15.2-2314 requests additional documents or materials be provided by the locality other than those materials provided to the board, such request shall be made pursuant to Code of Virginia § 2.2-3704. Any such materials furnished to a member of the board shall also be made available for public inspection pursuant to subsection F of Code of Virginia § 2.2-3707.

- (c) For the purposes of this section, "non-legal staff of the town" means any staff who is not in the office of the attorney for the town, or for the board, or who is appointed by special law or pursuant to Code of Virginia § 15.2-1542. Nothing in this section shall preclude the board from having ex parte communications with any attorney or staff of any attorney where such communication is protected by the attorney-client privilege or other similar privilege or protection of confidentiality.
- (d) This section shall not apply to cases where an application for a special exception has been filed pursuant to subdivision 6 of Code of Virginia § 15.2-2309.

Dated this the 1th day of August 2016.

 Craig Moore, Chairperson
 Christiansburg Planning Commission

The above Resolution was adopted on motion by Peeples seconded by Sowers at a meeting of the Planning Commission following the posting of a public hearing notice upon the property and a duly advertised Public Hearing on the above request on July 18, 2016. Upon a call for an aye and nay vote on the foregoing resolution, the Commission members present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

<u>MEMBERS</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Matthew J. Beasley	X			
Ann H. Carter				X
Harry Collins				X
David Franusich				X
Hil Johnson	X			
T.L. Newell			X	
Virginia Peeples	X			
Craig Moore, Chairperson	X			
Joe Powers	X			
Jennifer D. Sowers, Vice-Chairperson	X			

 Craig Moore, Chairperson

Sara Morgan
 Sara Morgan, Secretary Non-voting

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	JULY & AUGUST	
ADAMS CONSTRUCTION CO.	15,242.12	ASPHALT FOR STREET REPAIRS AND MAINTENANCE
ADVANCED ANALYTICAL SOLUTIONS	327.00	
ALL SEASONS PEST CONTROL, INC	85.00	
ANDERSON & ASSOCIATES INC	3,679.29	ENGINEERING SERVICES, PARK ST PROJECT AND CHRISMAN MILL CROSSING
ANGLE FLORIST	102.50	
ARC3 GASES	176.70	
ATCOM, INC	625.90	
ATLANTIC EMERGENCY SOLUTIONS, INC	590.86	
ATLANTIC UTILITY SOLUTIONS, INC	3,120.00	NEW METERS
B & T LAWN CARE LLC	7,920.00	MOWING SERVICES TOWN PROPERTIES PARKS AND RECREATION
BALLPARK SIGNS	2,316.50	BANNERS, LOGOS FOR PUBLIC WORKS, AQUATICS BROCHURE
BANE OIL COMPANY, INC	1,584.20	OFF ROAD DIESEL
BASHAM OIL COMPANY	257.00	
BILL'S USED PARTS	1,107.42	
BKT UNIFORMS	398.57	
BLACKSBURG POWER EQUIPMENT	1,019.42	
BLUE RIDGE HEATING & AIR, INC	176.99	
BOONE TRACTOR & IMPLEMENT INC.	110.49	
BOUND TREE MEDICAL, LLC	2,857.49	RESCUE SUPPLIES
BOWIE SALES, INC.	1,502.30	
BOWMAN GRIFFIN GENERAL CONTRACTORS, LLC	70,300.00	LUBNA PUMP STATION
BOXLEY ASPHALT, LLC	340.86	
BRAIN INJURY SERVICES OF SW VA	1,500.00	
BRAME SPECIALTY COMPANY INC.	754.21	
BRANCH HIGHWAYS, INC	17,000.00	DIAMOND HILLS STREAM RESTORATION
BSN SPORTS COLLEGIATE PACIFIC	566.98	
CARTER MACHINERY	2,721.87	
CHA CONSULTING INC	1,226.43	
CHANNING BETE COMPANY, INC	650.73	
CIVIC PLUS	9,800.00	WEBSITE AQUATICS
CLARK NEXSEN, INC	18,944.43	ENGINEERING SERVICES FOR DTWN PROJECT AND PARK ST SIDEWALKS AND DRAINAGE
CLEAR EDGE FILTRATION, INC	875.67	
CMC SUPPLY, INC.	217.46	
COLE TRUCK PARTS, INC	134.50	
COLORADO TIME SYSTEMS	674.00	
CUES	3,600.00	SOFTWARE FOR PUBLIC WORKS
CUMMINS ATLANTIC LLC	1,890.41	
D J R ENTERPRISES	2,834.10	
DCI/SHIRES, INC	644,151.18	DOWNTOWN PROJECT 80%GRANT FUNDED
DIVING ENTERPRISES, LTD	3,069.12	RESCUE SWIFTWATER RESCUE
DUNCAN FORD MAZDA	513.66	
EAST COAST EMERGENCY VEHICLES, LLC	128.00	
EEE CONSULTING, INC	6,480.00	CONSULTING STORM WATER UTILITY
ELECTRICAL SUPPLY CO	7,494.56	7080 LED LIGHT POLE FOR FIRE DEPT
ELEVEN WEST, INC.	120.35	
EMS TECHNOLOGY SOLUTIONS, LLC	306.00	
EMS, INC	460.00	
ENVIRONMENTAL LAND WASTE MANAGEMENT SERVICE, INC	15,000.00	BIOSOLID WASTE DISPOSAL
FAIN AUTOMOTIVE	45.95	
FAMILY MEDICINE OF BLACKSBURG LLC	1,587.00	
FASTENAL COMPANY	672.76	
FERGUSON ENTERPRISES, INC.#75	16,975.40	PIPE, FITTING AND SUPPLIES FOR WATER AND SEWER, AND METER UPGRADES
FINISH LINE CONSTRUCTION, INC	87,926.06	BLUE LEAF RESTORATION 50% DEQ SLAF FUNDED
FIRE SAFETY PRODUCTS, INC	542.00	
FIRST DUE GEAR LLC	2,204.00	
FISHER SCIENTIFIC CO.	56.13	
FITNESS CONCEPTS, INC.	140.00	
FLEET ONE, LLC	10,842.84	TOWN VEHICLE FUEL
FLEET PRIDE, INC	2,933.26	
FULL SOURCE, LLC	399.89	
G/A SAFETY SUPPLY, INC	728.86	
GALLS, AN ARAMARK COMPANY	2,598.16	
GATES FLOWERS AND GIFTS, LLC	45.00	
GAY AND NEEL, INC.	540.00	

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	JULY & AUGUST	
GEMPLER'S INC.	730.45	
GRAINGER	668.84	
GUYNN & WADDELL, P.C.	4,346.10	LEGAL SERVICES
HAJOCA CORPORATION	257.81	
HAMANN, INC	390.00	
HARPER AND COMPANY INC.	10,490.00	SUPPLIES FOR WWTP
HARVEY CHEVROLET CORP.	284.22	
HAWKINS-GRAVES, INC	199.98	
HD SUPPLY WATERWORKS, LTD.	3,050.22	SUPPLIES FOR WATER LINE REPAIR AND MAINTENANCE
HENRY EARNEST WADE	60.00	
HIGHWAY MOTORS, INC.	59.50	
HOSE HOUSE, INC.	322.88	
INTERACTIVEGIS, INC.	1,174.74	
INTERSTATE BATTERY SYSTEM OF ROANOKE VALLEY, INC	329.48	
JAMES C. STEWART	60.00	
JAMES RIVER EQUIPMENT-SALEM	48.53	
JAMES RIVER LASER & EQUIPMENT, LLC	506.50	
JAMES T DAVIS AUTO FINISHES	138.00	
JAMES W. KIRK	60.00	
JAMISON'S SHARPENING, INC	562.25	
JORDAN OIL CO., INC.	1,791.20	
KAREN L DRAKE	120.00	
KIMBALL MIDWEST	341.22	
KING-MOORE, INC	3,182.50	IT CONSULTING
LANCASTER, INC.	922.97	
LIBERTY FIRE SOLUTIONS, INC	1,102.39	
LITTLE RIVER POOL AND SPA, INC	679.46	
LOWES HOME CENTERS, INC.	2,761.38	
MARKETING ON MAIN STREET LLC	1,400.10	
MCAFFEE, INC	225.00	
MEADE TRACTOR	74.61	
MONTGOMERY COUNTY CHAMBER OF	40.00	
MONTGOMERY DISTRIBUTORS	156.75	
MUNICIPAL EMERGENCY SERVICES, INC	448.00	
NATIONAL POOLS OF ROANOKE, INC.	488.95	
NAV INDUSTRIAL INC	5,961.50	TOWER CLIMBING FOR IT INSTALLS
NETWORKFLEET INC	240.45	
NEW RIVER ENGRAVING	50.70	
NORFOLK SOUTHERN CORPORATION	2,505.00	
NORTHERN TOOL & EQUIPMENT	941.71	
NORTHWEST HARDWARE CO INC	116.57	
NRV REGIONAL WATER AUTHORITY	448,273.09	4TH QTR WATER FROM AUTHORITY
NRV CARES CHILDRENS ADVOCACY	5,000.00	ANNUAL SUPPORT
NRV CHILDRENS ADVOCACY CENTER CHILDRENS TRUST	5,000.00	ANNUAL SUPPORT
OLD TOWN PRINTING & COPYING	94.25	
ONE CALL NOW	33.07	
O'REILLY AUTO PARTS	507.51	
P B ELECTRONICS	832.50	
PC LAND, INC.	189.00	
PHILIPS HEALTHCARE	609.84	
PHYSIO-CONTROL, INC	1,521.70	
PILOT FASTENERS LTD	201.98	
POWER ZONE	604.10	
PRECISION GLASS & UPH. INC.	636.00	
PRESSURE WASHING SUPPLIES & SERV	3,477.25	DRUMS TAR AND ASPHALT REMOVER AND SUPPLIES
PROFESSIONAL COMMUNICATIONS	2,744.00	
QUALITY TIRE & BRAKE SERVICE	4,577.00	VEHICLE AND EQUIPMENT TIRE REPAIR AND REPLACEMENT
R. E. MICHEL COMPANY, INC.	873.48	
RAKESTRAW LAWN CARE, INC	75.00	
RGA, LLC	1,320.00	
RIDDELL/ALL AMERICAN SPORTS CORP.	2,696.41	
ROBERTS OXYGEN COMPANY, INC	423.00	
ROCAN INDUSTRIAL PRODUCTS, INC	612.23	
ROSE PETALS INC	642.88	

TOWN OF CHRISTIANBURG		
BILLS TO BE PAID FOR THE MONTHS OF	JULY & AUGUST	
S C ROSSI & COMPANY, INC	84,347.35	DEPOT STREET SIDEWALK REPLACEMENT PARTIALLY GRANT FUNDED
SANICO, INC	6,110.56	JANITORIAL SUPPLIES
SERVICE COMMUNICATION	312.00	
SERVICEMASTER COMMERCIAL CLEANING	2,829.00	CLEANING AQUATIC CENTER
SHELOS MOTOR MILE	533.20	
SHERWIN-WILLIAMS	907.16	
SHRED-IT US JV LLC	159.65	
SIGN SYSTEMS, INC	55.45	
SKYLINE DOOR & HARDWARE, INC	414.78	
SNAP-ON TOOLS	117.25	
SOUTHERN STATES	127.98	
STAPLES BUSINESS ADVANTAGE	87.01	
STAR FOOD PRODUCTS, INC	53.75	
STATE ELECTRIC SUPPLY CO.,INC.	93.72	
TACY NEWELL	140.00	
TAYLOR OFFICE & ART SUPPLY,INC	3,330.29	OFFICE SUPPLIES VARIOUS DEPARTMENTS
TEMPLETON-VEST	75.00	
TENCARVA MACHINERY CO.	1,477.80	
TESSCO	1,998.49	
THOMPSON TIRE & MUFFLER	815.00	
TIDY SERVICES	230.90	
TRANE	1,839.10	
TREASURER OF MONTGOMERY COUNTY	22,903.84	PAYOUT LEAVE FOR DISPATCH EMPLOYEES
TREASURER'S ASSOCIATION OF VA	300.00	
UNIFIRST CORPORATION	994.90	
UNITED RENTALS,INC.	1,309.39	
UPS STORE	142.68	
USA BLUE BOOK	697.48	
VA INFORMATION TECHNOLOGIES AGENCY	50.91	
VALLEY EQUIPMENT CENTER	164.31	
VDH-WATERWORKS TECHNICAL ASS'T FUND	30,095.90	WATERWORKS ANNUAL OPERATION FEE
VIRGINIA BUSINESS SYSTEMS	238.92	
VIRGINIA TECH/MONTGOMERY	50,000.00	ANNUAL SUPPORT
VIRGINIA UTILITY PROTECTION SERVICE, INC	366.45	
VT KNOWLEDGEWORKS, LLC	4,000.00	ANNUAL SUPPORT
VULCAN, INC	1,040.00	
WADES FOODS INC.	300.76	
WILSON BROTHERS INCORPORATED	1,370.19	
TOTAL BILLS TO BE PAID AUGUST 26, 2016	1,731,457.00	

**TOWN OF CHRISTIANBURG
BILLS PAID DURING THE MONTH OF
SPECIAL REVENUE FUNDS**

JULY & AUGUST

VENDOR	AMOUNT PAID	DESCRIPTION
ATLANTIC EMERGENCY SOLUTIONS	1,453.58	
BLUE RIDGE COPIER/ETHOS TECHNOLOGIES	3.02	
CHASE CARD SERVICES	7,201.97	TRAVEL AND TRAINING
DUNCAN FORD-MAZDA-LINCOLN-MERCURY	103.47	
FIRE FIGHTERS TRAVEL	2,431.00	11 IND. - TRAVEL FIRE FIGHTERS CONFERENCE - HAMPTON
GATES FLOWERS AND GIFTS	50.00	
LANCASTER, INC	116.30	
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCT	448.00	
SYMBOL ARTS	1,426.00	PD Badges (200) - 1426.00
THOMPSON TIRE	665.20	
TOWN OF CHRISTIANBURG	456.41	
VERIZON	384.45	
VSFA CONVENTION ACCOUNT	550.00	
TOTAL PAID BILLS	15,289.40	

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	JULY & AUGUST	
VENDOR	AMOUNT PAID	DESCRIPTION
AIRGAS NATIONAL CARBONATION	1,405.72	
ANDERSON & ASSOCIATES	10,737.70	DESIGN SERVICES W MAIN AND CHRISMAN MILL
ANTHEM LIFE INSURANCE COMPANY	3,242.75	EMPLOYEE LIFE INSURANCE
APPALACHIAN POWER	81,858.92	
AT & T	314.92	
ATMOS ENERGY	1,975.90	
BB&T	51,262.28	LIABILITY INSURACE
BMS DIRECT	6,761.75	PRINTING INSERTS FOR WATER BILLS AND NEWSLETTERS
BOSTON MUTUAL LIFE INS	1,825.90	EMPLOYEE WITHHELD INSURANCE
BRUCE CALDWELL	323.00	FARMERS MARKET
CANNON SOLUTIONS AMERICA	48.89	
CARDMEMBER SERVICES	23,073.83	EQUIP/SUPPLIES 7539.82 DUES 1250. SCHOOL 10267.46 LODGING 2972.13 SOFTWARE 285.60 FIRE RESCUE RECRUITING 758.82
CHA CONSULTING	9,608.19	
CHANDLER CONCRETE	2,115.50	CONCRETE FOR PW PROJECTS
CHRISTIANSBURG HIGH SCHOOL	150.00	
COLD STONE CREAMERY	48.00	
COLONIAL LIFE & ACCIDENT INSURANCE	1,071.96	EMPLOYEE WITHHELD INSURANCE
COMMERCIAL ATHLETIC INSTALLATIONS	1,250.00	INSPECTION GYMNASIUM RECREATION
COPPERHEAD GRAPHICS	1,860.00	GRAPHICS ON CHEVY TAHOE RESCUE
DE LAGE LANDEN	768.00	
DELL MARKETING	460.96	
DELTA DENTAL	12,979.70	EMPLOYEE DENTAL COVERAGE 2MONTHS
DEN HILL PERMACULTURE	396.00	FARMERS MARKET
DONS AUTO CLINIC	1,779.29	
DUES	525.00	RESCUE 525.
ENVIRONMENTAL MANAGEMENT SERVICE	1,610.00	TREATMENTS FOR WWTP
EXPRESS SERIVCES IN	16,268.73	TEMP LABOR IN ENGINEERING AND LANDSCAPING CREW
FEDERAL EXPRESS	110.90	
FERGUSON ENTERPRISES INC	16.08	PIPES AND FITTINGS PUBLIC WORKDS
GAY AND NEEL INC	2,460.00	ENGINEERING SERVICES DTWN AND HUCKLEBERRY TRAIL
GENWORTH LIFE INSURANCE COMPANY	459.15	EMPLOYEE WITHHELD INSURANCE
GEORGIA K9 TRAINING CENTER	6,750.00	50% OF NEW K-9 TO REPLACE RETIRING RINGO
GILDAY ENTERPRISES	76,103.07	HUCKLEBERRY TRL PH2
GOV DIRECT	2,540.00	WARRANTY ON MBT'S PD
HI-D-HO DOG TRAINING	1,680.00	RECREATION PROGRAM DOG OBEIDENCE CLASS
HOLIDAY MOTOR CORP	16.00	
HOME DEPOT	1,238.42	VARIOUS BUILDING MAINTENANCE
JORDAN OIL	1,456.50	
KENDALL ACQUISITION CO	395.00	
LANDSCAPE SUPPLY	1,732.00	FOR BALL FIELDS, TURF MIX
LINKOUS CHELESTA	120.00	
LOWES HOME IMPROVEMENT	659.33	SUPPLIES AND MATERIALS FOR VARIOUS DEPTS, BUILDING MAINTENANCE
LUKE STONE CORPORATION	1,194.27	HARKRAEDAR FIELDS
LUMOS NETWORKS INC	1,163.42	
MARKETING ON MAIN STREET	437.20	
MCCORMICK TAYLOR INC	11,353.52	ENGINEERING SERVICESFALLING BRANCHINTERSECTION
MCLINTOOK, MOLLY	270.00	
MONTGOMERY COUNTY HEALTH DEPT	40.00	
MONTGOMERY PUBLISHING LLC	162.50	
MONTGOMERY REGIONAL SOLID WASTE AUTHORITY	34,276.03	SOLID WASTE DISPOSAL TIPPING FEES
MOUNTAIN 2 ISLAND PADDLEBOARD	40.00	
NEW RIVER VALLEY PIZZA LLC	388.43	
OTIS ELEVATOR	1,187.46	SERVICE CONTRACTS ELEVATORS

TOWN OF CHRISTIANBURG		
BILLS PAID DURING THE MONTH	JULY & AUGUST	
VENDOR	AMOUNT PAID	DESCRIPTION
PEED & BORTZ LLC	6,800.00	ENGINEERING SERVICES ROANOKE STREET WATER LINE
PEPSI BOTTLING COMPANY	916.60	
PHILIPS ELECTRONICS N AMERICAN CORP	5,564.75	
PURCHASE POWER	3,000.00	POSTAGE FOR POSTAGE MACHINE
QUEST TOURS AND CHARTERS	1,548.00	RECREATION CENTER PROGRAM
REFUND EMS THIRD PARTY	182.68	
REFUND FEES REC DEPT	710.00	
REFUND TAXES	448.25	
REFUND WATER	1,092.63	
REFUNDS AQUATICS	98.00	
REIMBURSEMENTS EMPLOYEES	285.87	
ROANOKE TIMES	822.20	JOB POSTINGS, BUDGET, STORM WATER, WATER FEE ADVERTISEMENTS FOR HEARINGS
SALEM STONE	72.28	
SAMS CLUB	697.19	
SCHNEIDER ELECTRIC	296.00	
SCI-MED WASTE MANAGEMENT	45.00	
SELECTIVE INSURANCE	508.68	
SHENTEL	345.32	
SHERWIN WILLIAMS COMPANY	168.40	
SISSON & RYAN LLC	5,021.45	SAND GRAVEL FOR STREET/WATER PROJECTS
SOLUTIONS SYSTEMS INC	405.20	
SOUTH EASTERN SECURITY CONSULTANTS	435.00	
SPIRIT SERVICES INC	56.40	
SPRINT	68.94	
STAND ENERGY	2,966.26	GAS PURCHASES AQUATIC CENTER
STYNE FARMS	74.40	
SURFN TURF	667.50	TSHIRTS FOR LIFE GUARDS
TRACTOR SUPPLY	1,230.17	
TRAVEL	1,826.94	PD1320 ENGINEERING 506.94
US CELLULAR	377.56	
VERIZON	5,656.27	
VERIZON WIRELESS	5,399.15	
VIRGINIA ASSOCIATION OF COUNTIES	597.58	
VIRGINIA DEPARTMENT OF MOTOR VEHICLES	920.00	DMV STOPS
VIRGINIA DEPARTMENT OF TREASURY	335.50	SALES TAX
VIRGINIA MEDIA INC	588.75	FORMELY MONTGOMERY PUBLISHING AND NEWS MESSENGER
VIRGINIA RETIREMENT SYSTEM VRS	141,837.58	EMPLOYEE RETIREMENT
VOLSAP	1,755.00	VOLUNTEER FIRE AND RESCUE RETIREMENT FUNDS
WEATHERTOP FARMS	30.00	
WEST PUBLISHING COMPANY	137.92	
WILLIAMS SUPPLY INC	3,122.60	MOTOR CONTROLLER FOR WWTP
TOTAL SPECIAL REVENUE BILLS PAID	15,289.40	
TOTAL PAID BILLS	584,163.72	
BILLS TO BE PAID	1,731,457.00	
GRAND TOTAL	2,330,910.12	

Bid Tabulations
PARK STREET SIDEWALK IMPROVEMENTS PHASE II
CHRISTIANSBURG, VIRGINIA

JN: 31548
 Bids Opened 05 August 2016

VDOT Project #: U000-154-R08, P101, R201, M501
 UPC #: 105770

BASE BID				Engineer's Estimate		DCI / Shires, Inc.		Gilday Enterprises, Inc.	
ITEM	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST	UNIT PRICE	ITEM COST
100	MOBILIZATION	1	LS	\$ 65,099.75	\$ 65,099.75	\$ 90,000.00	\$ 90,000.00	\$ 39,007.00	\$ 39,007.00
101	CONSTRUCTION SURVEY	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 14,400.00	\$ 14,400.00	\$ 12,000.00	\$ 12,000.00
110	CLEARING & GRUBBING	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,800.00	\$ 6,800.00	\$ 8,000.00	\$ 8,000.00
124	ROCK EXCAVATION	250	CY	\$ 100.00	\$ 25,000.00	\$ 215.00	\$ 53,750.00	\$ 120.00	\$ 30,000.00
126	EARTHWORK	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 67,500.00	\$ 67,500.00	\$ 3,511.00	\$ 3,511.00
1150	15" PIPE	575	LF	\$ 60.00	\$ 34,500.00	\$ 120.00	\$ 69,000.00	\$ 40.00	\$ 23,000.00
1156	STORM SEWER PIPE 15" (HDPE)	16	LF	\$ 60.00	\$ 960.00	\$ 95.00	\$ 1,520.00	\$ 40.00	\$ 640.00
1180	18" PIPE	228	LF	\$ 75.00	\$ 17,100.00	\$ 120.00	\$ 27,360.00	\$ 50.00	\$ 11,400.00
1240	24" PIPE	558	LF	\$ 90.00	\$ 50,220.00	\$ 145.00	\$ 80,910.00	\$ 100.00	\$ 55,800.00
1300	30" PIPE	392	LF	\$ 100.00	\$ 39,200.00	\$ 190.00	\$ 74,480.00	\$ 150.00	\$ 58,800.00
1360	36" PIPE	183	LF	\$ 120.00	\$ 21,960.00	\$ 227.00	\$ 41,541.00	\$ 200.00	\$ 36,600.00
6151	15" END SECTION ES-1	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 800.00	\$ 2,400.00
6361	36" END WALL EW-1	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 5,700.00	\$ 5,700.00	\$ 6,000.00	\$ 6,000.00
6747	DROP INLET DI-2B, L=4'	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 5,700.00	\$ 5,700.00	\$ 3,000.00	\$ 3,000.00
6815	DROP INLET DI-3A	2	EA	\$ 3,750.00	\$ 7,500.00	\$ 4,200.00	\$ 8,400.00	\$ 4,000.00	\$ 8,000.00
6817	DROP INLET DI-3B, L=4'	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 5,000.00	\$ 15,000.00	\$ 4,000.00	\$ 12,000.00
6818	DROP INLET DI-3B, L=6'	2	EA	\$ 4,400.00	\$ 8,800.00	\$ 5,000.00	\$ 10,000.00	\$ 7,000.00	\$ 14,000.00
6820	DROP INLET DI-3B, L=10'	1	EA	\$ 4,900.00	\$ 4,900.00	\$ 6,900.00	\$ 6,900.00	\$ 9,000.00	\$ 9,000.00
7510	DROP INLET DI-7 (Grate Type A III)	6	EA	\$ 4,200.00	\$ 25,200.00	\$ 5,600.00	\$ 33,600.00	\$ 4,000.00	\$ 24,000.00
7512	DROP INLET DI-7 (Grate Type B III)	2	EA	\$ 5,400.00	\$ 10,800.00	\$ 6,300.00	\$ 12,600.00	\$ 4,000.00	\$ 8,000.00
9045	PVC STORM MANHOLE WITH F&C	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,000.00	\$ 6,000.00
9054	MANHOLE MH-2 (5' DIA.)	6	VF	\$ 450.00	\$ 2,700.00	\$ 1,900.00	\$ 11,400.00	\$ 1,000.00	\$ 6,000.00
9055	MANHOLE MH-2 (4' DIA.)	10	VF	\$ 400.00	\$ 4,000.00	\$ 760.00	\$ 7,600.00	\$ 800.00	\$ 8,000.00
9057	FRAME & COVER MH-1	4	EA	\$ 500.00	\$ 2,000.00	\$ 540.00	\$ 2,160.00	\$ 2,000.00	\$ 8,000.00
9060	WATERTIGHT FRAME & COVER	2	EA	\$ 700.00	\$ 1,400.00	\$ 900.00	\$ 1,800.00	\$ 800.00	\$ 1,600.00
10128	AGGR. BASE MATL. TYPE 1 NO. 21B	332	TON	\$ 32.00	\$ 10,624.00	\$ 45.00	\$ 14,940.00	\$ 30.00	\$ 9,960.00
10628	FLEXIBLE PAVEMENT PLANING 0"-2"	6,434	SY	\$ 4.00	\$ 25,736.00	\$ 4.50	\$ 28,953.00	\$ 3.00	\$ 19,302.00
12020	STD. CURB CG-2	261	LF	\$ 28.00	\$ 7,308.00	\$ 41.00	\$ 10,701.00	\$ 30.00	\$ 7,830.00
12600	STD. COMB. CURB & GUTTER CG-6	1,977	LF	\$ 30.00	\$ 59,310.00	\$ 40.00	\$ 79,080.00	\$ 40.00	\$ 79,080.00
12940	ENTRANCE GUTTER CG-9D	691	SY	\$ 110.00	\$ 76,010.00	\$ 200.00	\$ 138,200.00	\$ 60.00	\$ 41,460.00
13108	CG-12 DETECTABLE WARNING SURFACE	233	SF	\$ 35.00	\$ 8,155.00	\$ 65.00	\$ 15,145.00	\$ 60.00	\$ 13,980.00
13218	ADJUST MAILBOX	5	EA	\$ 150.00	\$ 750.00	\$ 140.00	\$ 700.00	\$ 100.00	\$ 500.00
13541	SEGMENTAL RETAINING WALL	215	VSF	\$ 30.00	\$ 6,450.00	\$ 27.00	\$ 5,805.00	\$ 60.00	\$ 12,900.00
14260	CRUSHER RUN AGGR. NO. 25 OR 26	19	TON	\$ 28.00	\$ 532.00	\$ 45.00	\$ 855.00	\$ 40.00	\$ 760.00
14300	CEMENT CONCRETE SIDEWALK 4"	935	SY	\$ 60.00	\$ 56,100.00	\$ 78.00	\$ 72,930.00	\$ 50.00	\$ 46,750.00
14311	CEMENT CONCRETE DRIVEWAY 7"	72	SY	\$ 80.00	\$ 5,760.00	\$ 106.00	\$ 7,632.00	\$ 100.00	\$ 7,200.00
14501	VDOT STD. S-2 STEPS	8	SY	\$ 300.00	\$ 2,400.00	\$ 1,600.00	\$ 12,800.00	\$ 800.00	\$ 6,400.00
15401	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 6,100.00	\$ 6,100.00	\$ 3,000.00	\$ 3,000.00
16335	ASPHALT CONCRETE TY. SM-9.5A	90	TON	\$ 120.00	\$ 10,800.00	\$ 146.00	\$ 13,140.00	\$ 200.00	\$ 18,000.00
16335	ASPHALT CONCRETE TY. SM-9.5A (2" Overlay)	708	TON	\$ 115.00	\$ 81,420.00	\$ 124.00	\$ 87,792.00	\$ 150.00	\$ 106,200.00
16375	ASPHALT CONCRETE TY. BM-25.0	151	TON	\$ 110.00	\$ 16,610.00	\$ 116.00	\$ 17,516.00	\$ 200.00	\$ 30,200.00
22646	REPLACE CHAIN LINK FENCE	318	LF	\$ 15.00	\$ 4,770.00	\$ 30.00	\$ 9,540.00	\$ 40.00	\$ 12,720.00
22650	REPLACE GATES WITH DOUBLE GATES	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,900.00	\$ 3,800.00	\$ 1,000.00	\$ 2,000.00
22686	REPLACE SPLIT RAIL FENCE	30	LF	\$ 30.00	\$ 900.00	\$ 60.00	\$ 1,800.00	\$ 20.00	\$ 600.00
24405	DEMOLITION	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 38,000.00	\$ 38,000.00
26117	DRY RIPRAP CL. A1	15	TON	\$ 70.00	\$ 1,050.00	\$ 100.00	\$ 1,500.00	\$ 40.00	\$ 600.00
27100	PERMANENT SEEDING	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 3,000.00	\$ 3,000.00
27406	CULVERT INLET PROTECTION	6	EA	\$ 250.00	\$ 1,500.00	\$ 300.00	\$ 1,800.00	\$ 200.00	\$ 1,200.00
27461	INLET PROTECTION, TYPE B	19	EA	\$ 250.00	\$ 4,750.00	\$ 300.00	\$ 5,700.00	\$ 100.00	\$ 1,900.00
27505	TEMP. SILT FENCE	340	LF	\$ 3.50	\$ 1,190.00	\$ 5.00	\$ 1,700.00	\$ 10.00	\$ 3,400.00
41979	ADJUST/RELOCATE WATER METER	12	EA	\$ 750.00	\$ 9,000.00	\$ 189.00	\$ 2,268.00	\$ 600.00	\$ 7,200.00
42765	ADJUST SS MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	\$ 465.00	\$ 4,185.00	\$ 300.00	\$ 2,700.00
42835	ADJUST SS CLEANOUT	2	EA	\$ 300.00	\$ 600.00	\$ 430.00	\$ 860.00	\$ 200.00	\$ 400.00
45600	36" STEEL ENCASE. PIPE - SMOOTH WALL	23	LF	\$ 200.00	\$ 4,600.00	\$ 500.00	\$ 11,500.00	\$ 300.00	\$ 6,900.00
69099	RELOCATE PARKING BLOCKS	11	EA	\$ 25.00	\$ 275.00	\$ 158.00	\$ 1,738.00	\$ 100.00	\$ 1,100.00
80000	NORFOLK SOUTHERN PERMITTING	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,915.00	\$ 2,915.00	\$ 2,000.00	\$ 2,000.00
80011	RAILROAD TRACK REMOVAL/REPLACE	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 5,720.00	\$ 5,720.00	\$ 4,000.00	\$ 4,000.00
80031	INSTALL RAILROAD INSERTS	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,580.00	\$ 10,580.00	\$ 4,000.00	\$ 4,000.00
TOTAL BASE BID				\$ 866,539.75		\$ 1,255,316.00		\$ 890,000.00	
AS READ BASE BID						\$ 1,255,316.00		\$ 890,000.00	

Reviewed By: JMM (Anderson & Associates, Inc.)



August 15, 2016

Wayne O. Nelson, P.E.
Director of Engineering
100 East Main Street
Christiansburg, Virginia 24073

Re: **Award Recommendation**
Park Street Sidewalk Improvements –
Phase II
Christiansburg, Virginia
VDOT Proj. # U000-154-R08
UPC# 105770
A&A JN 31548

Dear Wayne:

Enclosed please find a copy of the required items for review and approval of the subject project. The Town will need to approve this bid prior to formally awarding the contract to the low bidder for Phases II of the Park Street Sidewalk Improvements. One copy of these documents is for your records.

We recommend award of the referenced contract to Gilday Enterprises, Inc., who submitted the lowest responsible, responsive bid in the amount of

BASE BID \$ 890,000

The latest engineer's construction cost estimate dated June 27, 2016 reflected \$866,429.75 for the Base Bid which is within 3% of the low bid..

Enclosed please find the following:

1. Bid Tabulation with all bids received and Engineer's Estimate.
2. As-Read Bid Results and sign-in sheet.
3. A copy of the Gilday Enterprises, Inc. Low Bid Package including the bid form, bid bond, and the required Bid forms.
4. Copies of business licensing and MBE & WBE certification searches performed by A&A as well as the C111S forms provided by Gilday Enterprises documenting the required MBE/WBE percentages and contract amounts.

Wayne O. Nelson
15 August 2016
Page 2 of 2

Bids for the project were received prior to 2:00 PM on 05 August, 2016 by the Town of Christiansburg located at 100 East Main St. in Christiansburg, Virginia. The received bids were opened shortly after 2:00 PM in the Town offices and read aloud by Mr. Jay McGuire with Anderson & Associates, Inc. A total of 2 bids were submitted and Gilday Enterprises, Inc. submitted the lowest responsible, responsive base bid. Gilday Enterprises' mailing address is:

3015 Preston Ave.
Roanoke, VA 24012

We have verified the Prime Contractor's license (# 2705104135), SWaM certification of F & B Contractors, LTD. (#626435), and Martinez Construction of Roanoke, LLC (#696124). The MBE goal for this project was 4.1% and their Bid reflects 4.1% MBE participation. The WBE goal for this project was 2.5% and their Bid reflects 2.5% WBE participation. If you have any questions or concerns, or wish to discuss this more in detail, please feel free to give me a call at 540-552-5592.



Sincerely,

ANDERSON & ASSOCIATES, INC.

Jay M. McGuire, PE
Project Manager

JMJ/jmm

Enclosures

MASTER TOWER/TANK/GROUND SPACE LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (“Lease”) is dated the _____ day of _____, 2016, by and between the Town of Christiansburg, Virginia (“LESSOR”) and New River Valley Unwired Ventures, LLC (“LESSEE”).

WHEREAS, LESSOR is the owner of certain real property as more fully described in the Site Specific Lease Addenda, as concurrently or subsequently approved, attached hereto, and incorporated herein, (the “Property); and

WHEREAS, LESSEE desires to lease from LESSOR certain space located on the Property as further described/depicted in the Site Specific Lease Addenda (the “Premises”) for the purpose of placing and operating LESSEE’s communication equipment and providing internet service at affordable rates to the citizens of the Town of Christiansburg and surrounding communities, including providing access to citizens and businesses that have limited access to such service; and

WHEREAS, the Town of Christiansburg desires to promote and encourage such internet access for its citizens by providing space on its Property for the equipment required to provide such service at a rental fee that enables LESSEE to provide internet access to its citizens at an affordable rate;

NOW THEREFORE, for valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. LEASED PREMISES.

(a) LESSOR hereby leases to LESSEE the Premises for the purpose of constructing, installing, maintaining, and operating LESSEE’S communications facilities and uses incidental

thereto, including, radios, antennas, required ground facilities, and cables (collectively, “LESSEE’s Facilities”). LESSEE’s Facilities are shown in more detail in the site plans attached as part of the Site Specific Lease Addenda, which are incorporated herein by reference.

(b) All improvements constructed on the Premises shall be at LESSEE’s sole cost and expense. LESSEE’s installation, operation, maintenance, and repair of its facilities shall comply with all applicable laws and ordinances and LESSOR’s policies, if any, pertaining to the use of its Property.

(c) No construction or modification of LESSEE’s Facilities shall proceed until LESSEE has submitted detailed plans to LESSOR and LESSOR has approved such plans and LESSEE has obtained all required permits, if any.

(d) LESSEE shall have the non-exclusive right to construct, maintain, and operate its facilities to provide communications services.

(e) LESSEE’s ability to use the Premises is contingent upon LESSEE, at its sole cost and expense, obtaining and maintaining all certificates, permits, licenses, and other approvals required by any federal, state or local authority for construction and use of the Facilities (“Approvals”). LESSOR agrees to cooperate with LESSEE in obtaining, at LESSEE’s expense, all licenses and permits required for LESSEE’s use of the Premises.

(f) LESSEE shall immediately notify LESSOR in the event that (i) any application for an Approval is rejected; (ii) an Approval is canceled, expires, lapses, or is otherwise terminated for any reason; or (iii) any radio frequency propagation tests are found to be unsatisfactory so that LESSEE will be unable to use the Premises for its intended purposes. In such event, this Lease shall terminate with no further obligation on either party except for LESSEE’s indemnity

obligations and LESSEE's obligation to remove its Facilities from the Premises.

(g) The parties agree that the Premises are demised in "AS IS" condition, without any warranty or representation by LESSOR as to their condition or suitability for a particular use. It is LESSEE's responsibility to investigate the site conditions at the Premises and make an informed decision as to the Premises' suitability for LESSEE's intended use.

2. **TERM.** The term of this Lease shall be for a period of ~~one-three (13)~~ years commencing immediately upon the date this document is fully executed by the parties (the "Commencement Date") and continuing for ~~twelve-thirty-six (1236)~~ months thereafter ("Initial Term"). ~~Thereafter, LESSEE shall have the right to renew~~ this Lease shall automatically renew for ~~one-two~~ additional terms of one (1) year each ("Renewal Terms"), ~~which will automatically renew~~ unless one party provides the other with written notice of its intention not to renew this Lease at least one hundred eighty (180) days prior to expiration of the Lease. ~~Thereafter, the parties may renew this Lease for three (3) additional one (1) year terms ("Renewal Terms") by mutual agreement on terms satisfactory to the parties in writing.~~

3. **RENT.**

(a) The amount of rent due for the Initial Year of this Lease shall be as set forth on the Site Specific Lease Addenda. Payment of Rent for the first year of the Initial Term shall be made within fifteen (15) days of the Commencement Date, and on the anniversary of the Commencement Date each year thereafter. If this Lease is terminated at a time other than on the last day prior to the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rent shall be refunded to LESSEE.

(b) Rent for each subsequent year of the Lease shall be a sum equal to the previous years rent plus a three percent (3%) increase. If LESSEE's monthly internet service rates exceed 95% of the average monthly rate for like service charged by other internet service providers serving residents in the Town of Christiansburg, upon sixty (60) days written notice to LESSEE, LESSOR may increase the Rent charged to LESSEE to an amount equal to the highest rent then received by LESSOR from any other telecommunication provider for similar space located on the Town's tanks, towers, ground space, or buildings.

(c) If any Rent payment is not received by LESSOR within fifteen days of its due date, and LESSEE shall not have paid such Rent in full within five (5) business days of LESSEE's receipt of written notice from LESSOR of such delinquency, LESSEE shall owe LESSOR, in addition to the then current Rent, a late payment fee equal to ten percent (10%) of the current Rent plus interest on the unpaid amount from the due date at an annual rate of ten percent (10%).

(d) If, LESSEE, with prior written approval of LESSOR, modifies its Facilities by adding additional equipment to the Premises, LESSOR reserves the right, in its sole discretion, to increase the Rent for such additional Facilities. Any such increases in the Rent shall also increase in the manner provided for in this Paragraph 3.

(e) Taxes. Beginning on the Commencement Date of this Lease, LESSEE shall be responsible for the reporting and payment when due of any property tax directly related to LESSEE's ownership or operation of the Facilities and such reporting and payments shall be made directly to the appropriate taxing authorities. If such taxes remain unpaid 60 days after the due date for payment of same, LESSOR may terminate this Lease and LESSEE shall commence removal of LESSEE's Facilities immediately.

4. **REMOVAL/RELOCATION OF FACILITIES/FAILURE TO PROVIDE INTERNET SERVICE/TERMINATION.**

(a) LESSOR reserves the right to require LESSEE to remove or change the location of LESSEE's Facilities on the premises if LESSEE's operations materially affect the operations or maintenance of LESSOR's facilities, or to accommodate new or existing communications equipment of LESSOR which is for the purpose of public welfare, public safety, or providing public services, but not for commercial purposes or for the leasing of space to other users. In such case, LESSEE shall relocate or remove its Facilities within one hundred twenty (120) days of receipt of written notice by LESSOR; provided, however, if the relocated space is unacceptable to LESSEE, LESSEE shall have the right to terminate this Lease immediately upon written notice to LESSOR. Upon such termination, the parties to this Lease shall be released from all duties, obligations, liabilities and responsibilities hereunder except for any indemnity obligations, including without limitation, environmental indemnity, tax obligations, and LESSEE's obligation to remove its Facilities from the premises.

(b) In the event that LESSOR may require maintenance or construction to be performed on LESSOR's Property, which requires the temporary relocation of LESSEE's Facilities, LESSEE hereby agrees to the relocation provided that (i) LESSOR provides LESSEE with three (3) months prior written notice of the relocation; (ii) LESSEE shall temporarily remove its Facilities to another location on the Property mutually agreeable to both parties, provided that LESSOR shall coordinate the relocation so as to minimize any interference with LESSEE's operations; (iii) if the relocation could result in LESSEE's Facilities to become non-operational

for any period of time, LESSEE shall have the option of placing a Cell-On-Wheels (“COW”) at a location on the property mutually agreeable to both parties, so that LESSEE may operate its Facilities for the continuation of its services during any periods of maintenance or construction; and (iv) any lost revenues due to the relocation shall be the sole responsibility of the LESSEE.

(c) LESSEE also acknowledges that LESSOR is leasing the Premises to the LESSEE for a rental fee that is extremely reasonable for the purpose of enabling LESSEE to provide Town of Christiansburg citizens internet services at an affordable rate. In the event that LESSEE discontinues providing internet service within the Town of Christiansburg, this Lease shall terminate immediately and LESSEE shall have sixty days to remove its equipment and pay all rent owed up to and including the time it takes for LESSEE to remove LESSEE’s equipment from the Premises.

(d) LESSEE further agrees that this Lease does not provide LESSEE with a franchise to provide internet service in the Town of Christiansburg. However, in the event that the Town or an affiliate or authority decides to provide internet service to Christiansburg citizens, LESSOR shall provide LESSEE with a six (6) month notice of such intent.

5. IMPROVEMENTS. LESSEE has existing facilities on the Premises by prior agreement. LESSEE’s existing facilities were placed in service and installed without the benefit of a structural analysis. LESSOR will perform a structural analysis to verify the structural integrity of LESSEE’s existing Facilities. LESSEE agrees to comply with all recommendations of the structural analysis within ninety (90) days (unless waived in writing by LESSOR) and will reimburse LESSOR for 50% of the cost of the structural analysis to be paid at the same time that LESSEE remits its first rent payment under this Lease.

All installations, modifications, or relocation of LESSEE's Facilities shall be subject to LESSOR's approval. No construction or installation of equipment and improvements shall commence until LESSEE has obtained any Approvals required by applicable law. LESSEE shall submit to LESSOR with each request for such approval, detailed plans and structural analysis, the sufficiency of which shall be determined on a case by case basis at the sole discretion of the LESSOR, showing any and all installations, modifications, or relocation of any Facilities. The structural analysis shall also include information demonstrating continued compliance with the manufacturer's warranty requirements, current EIA/TIA standards, other legal requirements, or any other information reasonably requested by LESSOR. If, in the sole opinion of LESSOR, an independent review of the structural analysis provided by LESSEE is required, LESSEE shall reimburse LESSOR for the cost of such review. Following installation, modification, or relocation, LESSEE shall provide to LESSOR, at LESSEE's expense, as built construction drawings documenting all of LESSEE's installed Facilities on the Premises.

6. ACCESS AND UTILITIES.

(a) LESSOR hereby grants to LESSEE a license over the Property for the term hereof for ingress, egress, and access to construct, operate, and maintain, and run utility lines to service the Facilities located on the Premises as more fully detailed in the Site Specific Lease Addenda. Access shall be allowed twenty-four (24) hours a day, seven (7) days a week. LESSEE acknowledges and agrees that it shall be solely responsible for obtaining licenses/easements from third parties as required to access the Premises over private property not owned by LESSOR. LESSEE shall pay all costs and charges for such access and for all utilities and services necessary to install, maintain, and operate the Facilities. LESSOR will cooperate with the LESSEE in

LESSEE's efforts to obtain utility services to serve LESSEE's Facilities, including signing easement agreements with utility companies to provide service to the Facilities, the locations of which must be approved by LESSOR. LESSEE shall notify LESSOR at least two (2) hours prior to accessing the Premises during normal work hours, and coordinate with LESSOR during normal work hours, at least 24 hours in advance, for access on weekends, nights, and holidays. In the case of an emergency, LESSEE shall have immediate access to the Premises and shall notify LESSOR thereafter, as soon as practicable.

(b) All personnel of LESSEE or LESSEE's contractors or subcontractors shall carry a picture identification card while working at the Premises or Property, or shall be accompanied by authorized personnel of LESSEE with appropriate picture identification.

(c) LESSOR may have access to inspect LESSEE's equipment during normal business hours upon no less than twenty-four (24) hours advance notice, and provided that LESSOR is accompanied by an employee of LESSEE.

(d) Both LESSOR and LESSEE shall provide to each other the names and numbers of their authorized employees for access and notification as provided for in this paragraph.

7. **LESSEE'S COVENANTS.** LESSEE covenants during the Initial Term and any Renewal Terms that the Facilities, and all installation, operation, and maintenance associated therewith, shall:

(a) In no way damage LESSOR's Property, or any other structure or accessories thereto. If LESSOR's property is damaged or LESSOR's employee, agent, or officer is injured because of the acts or omissions of LESSEE, then LESSEE shall be liable for the cost of said damage or injury and hold LESSOR harmless for same;

(b) Not interfere with the operation of LESSOR's existing equipment, ~~authorized~~ frequency spectrum, signal strength, or the equipment of other existing lessees installed on the Property as of the Commencement Date of this Lease. In addition, LESSEE covenants not to interfere with any of LESSOR's equipment installed after the date hereof which is for the purpose of public welfare, public safety, or public services, but not for commercial purposes or for the leasing of space to other users. In the event there is interference to operation of LESSOR's existing or future equipment caused by LESSEE's Facilities, LESSEE shall at its sole cost and expense immediately take all steps necessary to eliminate the interference including, if required, cutting off power to the objectionable Facilities. If LESSEE cannot eliminate the interference within a reasonable period of time, LESSEE will remove the objectionable Facilities. In the event LESSOR leases space to other providers after the Commencement Date ("Subsequent Lessees"), LESSEE shall not modify its Facilities in such a manner to cause interference with the facilities of such ~~subsequent~~ Subsequent lessees Lessees. LESSOR currently operates several radio communication systems which can possibly be interfered with by LESSEE's Facilities and uses some of the same frequencies that LESSEE uses, ~~and~~ LESSOR will provide LESSEE with a list of such communications systems and the frequencies on which they are operating ("LESSOR's Existing Systems") within thirty days of the execution of this Lease. LESSEE shall design and deploy LESSEE's Facilities to avoid interference to LESSOR's Existing Systems. If interference problems do occur, LESSEE agrees to cooperate with LESSOR on identification of the problems. Further, LESSEE agrees to give its best efforts in implementing a solution to the problems at no additional cost to LESSOR. Should LESSOR desire to increase its use any of the frequencies being used by LESSEE, LESSEE and LESSOR will collaborate in good faith to modify frequency

and channel use to accommodate their respective aims.

(c) Not interfere with the maintenance of LESSOR's existing facilities;

(d) Keep LESSEE's Facilities in a state of repair reasonably acceptable to LESSOR;

(e) Identify LESSEE's Facilities at the Premises with tags or other means of identification fastened securely to the Facilities and to each transmission line;

(f) Comply with all applicable rules and regulations of the Federal Communications Commission ("FCC") and all federal, state and local laws governing use of the Premises; Comply with all applicable laws and ordinances and promptly discharge or bond any lien for labor or material on its Facilities within forty-five (45) days of filing;

(g) Upon either (1) the completion of the initial installation of the Facilities on the Premises, or (2) within thirty (30) days of the completion of the relocation of the Facilities or installation of additional Facilities on the Premises; but in any event no later than December 1 each year throughout the Initial Term or any Renewal Term of this Lease, provide LESSOR with all applicable information on completed documents required to be filed with federal, state and local authorities as required by applicable law. Further, within thirty (30) days of LESSEE's receipt of a written request from LESSOR, LESSEE will provide LESSOR with any other required documents relating to the Facilities located on the Premises which LESSOR or LESSEE may be required to file with the FCC, EPA or any other governmental agencies. LESSEE agrees to indemnify and hold LESSOR harmless from any liabilities resulting from any inaccuracies in such documentation delivered by LESSEE to LESSOR or LESSEE's failure to provide LESSOR with such documentation in accordance with the provisions of this Section;

(h) Within ninety (90) days after expiration of this Lease, LESSEE shall remove all its

Facilities from the Premises and restore the Premises to its condition as of the Commencement Date of this Lease, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures, and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. In the event LESSEE has not removed the Facilities at the time of expiration or earlier termination of this Lease, LESSEE shall pay rent on the existing monthly pro-rata basis until such time as the removal of the Facilities is completed. In the event LESSEE does not remove its Facilities at the time of expiration or earlier termination of this Lease, LESSOR shall have the right to remove and store the Facilities at LESSEE's sole expense, and LESSEE shall reimburse LESSOR for such expenses upon demand. If LESSOR removes the Facilities, LESSOR shall not be responsible for any damage to the Facilities during the removal and storage thereof.

(i) Operate no permanent generator equipment on the Property without the approval of LESSOR. LESSEE may operate a power generator during extended power outages provided LESSEE notifies LESSOR as soon as practicable.

(j) Upon a minimum of 24 hours advance notice, coordinate the temporary removal of power to LESSEE's Facilities if necessary to allow LESSOR access to LESSOR's Facilities.

(k) Declare and pay all applicable taxes, including any real estate, personal property, sales, business license, and utility taxes, arising from the ownership and operation of the Facilities.

(l) Obtain permission from third party property owner, if applicable, to use any private access easement to access the Property or Premises.

8. **LESSOR'S COVENANTS.** LESSOR covenants that during the Initial Term or any Renewal Terms of this Lease that it will:

(a) Maintain the Property, including but not limited to, the access road to and from the Property, in a reasonably safe condition;

(b) Except as otherwise set forth in the Lease, take no action which would adversely affect the LESSEE's proposed use of the Premises, except in the case of an emergency;

(c) Upon LESSEE's payment of Rent and performance of its covenants, ensure LESSEE's quiet use and enjoyment of the Premises;

(d) LESSEE acknowledges and agrees that LESSEE's Facilities use the following unlicensed frequencies: 2400-2483, 3550-3700 and 5150-5825 Mhz ("Unlicensed Frequencies"). LESSEE understands that LESSOR has no authority to license LESSEE's use of the Unlicensed Frequencies or prevent third parties from using said Frequencies, except to the extent that LESSOR will not allow Subsequent Lessees of LESSOR's Property to cause interference with LESSEE's use of the Unlicensed Frequencies with equipment located on LESSOR's Property. LESSOR shall include in any subsequent lease agreement with Subsequent Lessees provisions that prohibit any lessee-Subsequent Lessee installing equipment on the Property after the installation of the LESSEE's Facilities on the Premises ("Subsequent Lessee") from interfering with the operation of LESSEE's existing equipment or operating on the LESSEE Frequencies LESSEE's use of the Unlicensed Frequencies. In the event such interference or operation exists and is not eliminated within a reasonable period, the parties acknowledge that continuing interference will cause irreparable injury to LESSEE and LESSOR shall require the Subsequent Lessee to cease operations on the LESSEE-Unlicensed Frequencies.

(e) LESSOR shall provide a minimum of one years' prior written notice of termination of this Lease to LESSEE in the event LESSOR retires the Tank and removes it from the Property. Upon receipt of said notice, LESSEE shall comply with the provisions of subparagraph 7(h) above regarding removal of the Facilities.

~~(f) LESSEE acknowledges and agrees that LESSEE's Facilities use the following unlicensed frequencies: 2400-2483, 3550-3700 and 5150-5825 Mhz. LESSEE understands that LESSOR has no authority to license LESSEE's use of said frequencies or prevent third parties from using said frequencies, except to the extent that LESSOR will not allow subsequent lessees to cause interference with LESSEE's Facilities at the Premises of each Site.~~

9. COMPLIANCE WITH LAWS. LESSEE shall be responsible for constructing and maintaining its Facilities in compliance with all marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA"), the FCC and any other governmental entity, department or agency. LESSOR shall be responsible for constructing and maintaining the Tank in compliance with all marking and lighting requirements which may be required by the FAA, the FCC and any other governmental entity, department or agency.

10. ASSIGNMENT OR SUBLETTING: NO LIENS.

(a) LESSEE shall not assign, convey, sublet or transfer its interest in this Lease without first obtaining LESSOR's prior written approval, which approval will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, LESSEE shall have the right to assign this Lease to an Affiliate without LESSOR's prior approval, and shall notify LESSOR within 30 days of any such affiliate assignment. Any such assignment shall not release LESSEE from its obligations hereunder unless otherwise agreed to in writing by LESSOR. For purposes of

this Lease, "Affiliate" means any entity who controls, is controlled by, or is under common control with LESSEE or any entity resulting from the merger or consolidation of LESSEE; or any person or entity which acquires substantially all of the stock or assets of LESSEE, provided such assignee assumes in full all of the obligations under this Lease.

(b) LESSEE shall keep the Property, the Premises, and the Facilities free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of LESSEE. All persons either contracting with LESSEE or furnishing or rendering labor and materials to LESSEE shall be notified in writing by LESSEE that they must look only to LESSEE for payment for any labor or materials. If any lien is filed against LESSOR's property, the Premises, or the Facilities as a result of any acts or omissions of LESSEE, its employees, agents or contractors, LESSEE shall discharge it within forty-five (45) days after LESSEE learns that the lien has been filed. Notwithstanding the foregoing, in the event that LESSEE believes in good faith that the lien is invalid, LESSEE shall not be required to discharge said lien until its validity has been confirmed by final judgment of an appropriate court.

11. INSURANCE, RISK OF LOSS.

(a) Insurance. Prior to installation of the Facilities and having access to the Premises and at all times during the term of this Lease, LESSEE shall provide proof of insurance, as outlined below, satisfactory to LESSOR, and maintain the coverages specified below during the term hereof and until all Facilities are removed from the Premises following expiration or earlier termination of this Lease: Primary Commercial General Liability Insurance in a combined Single Limit of \$2,000,000 each occurrence; Workers' Compensation coverage in the statutory amount; Employers' Liability Occupational Disease and Bodily Injury, \$1,000,000 per occurrence;

Automobile Liability for Owned and Non-Owned Autos with a Combined Single Limit of \$1,000,000; All Risk Insurance Without Coinsurance Factor for full Replacement Value of LESSEE'S Facilities; and personal property located on Premises; and Builder's Risk during construction of the Facilities. LESSEE may satisfy these minimum insurance requirements through any master, umbrella or blanket policy of insurance LESSEE may maintain.

(b) Additional Insured. LESSOR shall be named as additional insured on the Commercial General Liability policy. Additionally, LESSEE shall obtain a waiver of subrogation from its insurers on Workers' Compensation policy. LESSEE shall obtain a waiver of subrogation from its insurers on the All Risk insurance policy if the waiver of subrogation is mutual. LESSEE may satisfy this requirement by obtaining appropriate endorsements to any master or blanket policy of insurance LESSEE may maintain.

(c) Third Parties. LESSEE shall require its contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above.

(d) Risk of Loss; Limitation of Liability. Notwithstanding anything herein to the contrary, LESSEE shall bear the risk of loss of or damage to its Facilities during construction and the Term and any renewals of this Lease. Notwithstanding anything herein to the contrary, LESSOR shall not be liable for any consequential or incidental damages incurred by LESSEE due to any malfunction, vandalism, acts of God (including, without limitation, lightning, wind, rain, hail, fire or storm) or any other damage resulting from any reason. In the event the Premises or other portions of the Property are destroyed or so damaged as to be unusable, either party shall be entitled to elect, to cancel, and terminate this Lease, or in the alternative, LESSOR may elect to

restore the Premises, in which case the LESSEE shall remain bound hereby but shall be entitled to an abatement of Rent during the loss of use, if the LESSEE has not elected to cancel this Lease.

In no event shall the leasehold or other interest created hereby be specifically enforceable and in no event shall LESSOR be responsible to any party for lost profits or market share.

(e) **Removal of Facilities.** LESSEE's obligation to provide the insurance coverages set forth in this section 11 shall survive the expiration or earlier termination of this Lease, but only until the LESSEE's Facilities are removed from LESSOR's Property and the Property is restored to its original condition, reasonable wear and tear excepted.

(f) **Insurance Increases.** LESSEE shall pay the cost of any increase to LESSOR's liability insurance currently in place as of the Commencement Date of this Lease, provided that the increase to LESSOR's policy is a direct result of the installation of the Facilities on the Property. This amount may be included as part of the rent.

12. INDEMNIFICATION. LESSEE agrees to indemnify and hold harmless LESSOR, and its officers, agents, and employees, from any and all claims, damages, costs, expenses, liability, actions at law or suits in equity, of any kind or nature, including court costs, litigation expenses, and reasonable attorneys' fees, to the extent caused by any negligence or willful misconduct by LESSEE, its officers, agents, servants, contractors, employees, or its invitees in connection with its use, operations on, or maintenance of the Premises or in connection with any of its activities or conduct, as well as construction work, on or about the Premises and the Property, including any negligent acts or omissions to act, in whole or in part, by LESSEE, its officers, agents, etc., as aforesaid, and such indemnification shall include and cover claims, damages, and liability arising from property damage, personal injury, or death, and shall include and cover claims, fines or

penalties imposed by any federal regulatory agency or the FCC in connection with radio transmissions or other communications on or from the Premises (wire or wireless), by LESSEE, or relating to LESSEE'S violation of any FCC licenses. LESSEE shall not be liable for any claims, damages, or liability to the extent caused by the negligence or misconduct of LESSOR, or its officers, agents, and employees thereof.

13. DEFAULT. Each of the following shall be considered a default by the LESSEE:

(a) The failure to pay any Rent required hereunder within thirty (30) days after receipt of LESSOR'S written notice of such failure;

(b) The failure to cure, within 30 days after receipt of LESSOR'S written notice of the breach of any term herein, except for promises relating to interference as set forth in Section 7(b);

(c) The failure by LESSEE to comply with promises relating to interference as set forth in Section 7(b);

(d) Upon default by LESSEE under this Lease of the type described in paragraphs (a) or (b) above, in addition to all other remedies provided at law or in equity, LESSOR may, at its option: (i) Elect to remove all of LESSEE'S Facilities, without notice and without being guilty or liable in any manner for trespass, thereby terminating this Lease, and store the Facilities at LESSEE's expense, payable upon demand by LESSOR; or (ii) Elect to treat this Lease in full force and effect and shall be entitled to collect the Rent provided for hereunder.

(e) Upon default by LESSEE under this Lease of the type described in paragraph (c) above, if LESSEE does not remedy the interference problem within twenty-four hours of receiving notice of the problem from LESSOR, LESSEE agrees to power down, except for intermittent testing until the interference problem is resolved.

14. **ENTIRETY.** This writing constitutes the entire agreement and understanding between LESSOR and LESSEE and any modification hereof must, in order to be effective, be in writing, signed by authorized representatives of each party.

15. **WAIVER.** Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not operate as a waiver thereof; not shall any single or partial exercise of any right under this Lease preclude any other or further exercise thereof or the exercise of any other right.

16. **BINDING EFFECT.** This Lease shall inure to the benefit of and bind the parties hereto and its heirs, personal representatives, successors, permitted assigns, and successors in interest.

17. **GOVERNING LAW.** This Lease and performance hereunder shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Virginia. A dispute arising under this Lease which cannot be resolved in a non-judicial proceeding must be resolved in the General District or Circuit Court for Montgomery County, Virginia, and in no other forum.

18. **NOTICE.** All notice and payments due hereunder shall be deemed validly given if sent by certified mail, return receipt requested, or with a nationally recognized courier, which provides notice of receipt, postage fully prepaid, addressed as follows, or to such other addresses as may be given from either party in writing to the other:

LESSOR:
Attn: Town Manager
Town Of Christiansburg
100 E. Main St.
Christiansburg, VA 24073

LESSEE:
Attn: _____
New River Valley Unwired Ventures, LLC

405 North Franklin St.
Christiansburg, VA24068

19. **HEADINGS.** Section headings in this Lease are included for the convenience of reference only and shall not constitute a part of this Lease for any other purpose.
20. **MEMORANDUM OF LEASE.** At the request of LESSEE, LESSOR hereby agrees to execute a Memorandum of Lease, in a form satisfactory to LESSOR's attorney, and such Memorandum of Lease may be filed of record by the LESSEE, at LESSEE's sole cost, including taxes or assessments incurred in connection therewith. The parties understand and agree that this Lease shall not be recorded.
21. **COUNTERPARTS.** This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.
22. **AUTHORITY.** LESSEE hereby represents and warrants to LESSOR that all necessary corporate authorizations required for execution and performance of this Lease have been given and that the undersigned officer is duly authorized to execute this Lease and bind LESSEE for this it signs.
23. **SEVERABILITY.** If any term, covenant, condition or provision of this Lease or any application hereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

WITNESS the following signatures and seals:

LESSOR:

By: _____

Name:

Title: _____
Date: _____

APPROVED AS TO FORM:

LESSEE:

By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

SITE SPECIFIC LEASE ADDENDUM “No. 1”

This Site Specific Lease Addendum is governed by the Master Lease Agreement (“Lease”) between the Town of Christiansburg, Virginia (“LESSOR”) and New River Valley Unwired Ventures, LLC (“LESSEE”) dated _____. Subject to the terms of the Lease and those set forth below, LESSOR leases the following Premises to LESSEE:

1. Premises:
2. Access:
3. Utilities:
4. Rent:
5. Other site specific provisions:
6. Attach site plan.

LESSOR:

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

LESSEE:

By: _____
Name: _____
Title: _____
Date: _____

**Christiansburg Planning Commission
Minutes of July 18, 2016**

Present: Ann Carter
Harry Collins
David Franusich
Hil Johnson
Craig Moore, Chairperson
T.L. Newell
Virginia Peeples
Joe Powers
Jennifer D. Sowers, Vice-Chairperson
Sara Morgan, Secretary ^{Non-Voting}

Absent: Matthew J. Beasley

Staff/Visitors: Andrew Warren, Planning Director
Steve Biggs, Town Manager
Will Drake, staff
Juli Kurnos, staff
Cindy Wells-Disney, Montgomery County Planning Commission

Chairperson Moore called the meeting to order at 7:00 p.m. in the Christiansburg Town Hall at 100 E. Main Street, Christiansburg, Virginia.

Public Comment.

Chairperson Moore opened the floor for public comment. With no comments, Chairperson Moore closed the floor for public comment.

Approval of Planning Commission Minutes for May 31, 2016 meeting.

Chairperson Moore introduced the discussion. Commissioner Johnson made a motion to approve the May 31, 2016 Planning Commission meeting minutes. Vice-Chairperson Sowers seconded the motion, which passed 6-0. Commissioners Carter, Peeples, and Powers abstained, as they were not present for the meeting.

Approval of Planning Commission Minutes for June 20, 2016 meeting.

Chairperson Moore introduced the discussion. Commissioner Carter made a motion to approve the June 20, 2016 Planning Commission meeting minutes. Vice-Chairperson Sowers seconded the motion, which passed 8-0. Commissioner Franusich abstained, as he was not present for the previous meeting.

Public Hearing on an Ordinance to amend Chapter 42, Zoning, Article I, In General, Section 42-1, Definitions to revise the term "Variance", Article XIX, Provisions for Appeal, Section 42-566, Membership; Terms; Removal and Disqualification of Members; Officers; Section 42-567, Powers and Duties; Section 42-571, Appeal from Decision of Board; and to adopt Section 42-572, Board of Zoning Appeals, Ex Parte Communications, Proceedings; to conform these sections of the Town's Zoning Ordinance to the applicable provisions of the Virginia Code.

Chairperson Moore opened the public hearing. Mr. Warren, Planning Director, presented the proposed ordinance amendment. Mr. Warren stated the Virginia General Assembly revised the Code of Virginia in 2015 in regards to the definition of "variance" and the powers and procedures for the Board of Zoning Appeals (BZA). Mr. Warren noted the purpose of the ordinance amendment is to bring the Town Code into conformance with the Code of Virginia.

Mr. Warren stated the proposed ordinance amendment accomplishes four main objectives. First, Mr. Warren stated the ordinance amendment brings Town Code into conformance with the Code of Virginia requirements for ex parte communication. Mr. Warren noted the Town already adheres to these practices. Second, Mr. Warren stated the General Assembly revised the definition of "variance" and the requirements with the intent to make it easier for a BZA to grant a variance if they desired. Third, Mr. Warren stated the ordinance amendment codifies the BZA Secretary position and allows for the BZA to elect the Secretary from among its members. Mr. Warren noted the Town currently follows this practice. Finally, Mr. Warren noted the ordinance amendment would allow Town Council to recommend alternate BZA members, to be appointed by the Montgomery County Circuit Court. Mr. Warren stated the alternate members could serve in the absence of a regular BZA member. Mr. Warren noted the Development Subcommittee met on June 9, 2016 and supported the ordinance amendment.

With no further public comments, Chairperson Moore moved to close the public hearing. With no objections, Chairperson Moore closed the public hearing.

Commissioner Collins asked about the motivation for the ordinance amendment. Mr. Warren stated the ordinance amendment is necessary to bring Town Code into conformance with the Code of Virginia. Mr. Warren noted the previous BZA hearing in May for a variance request followed the new requirements.

Commissioner Collins inquired about the current BZA members. Mr. Warren stated the current members include James Kirk, Commissioner Newell, James Stewart, Ernie Wade, and Karen Drake.

Mr. Warren stated the BZA members will discuss these changes, especially ex parte communication procedures, at the next BZA meeting on August 4, 2016.

Public Hearing on an Ordinance to amend Chapter 42, Zoning, Article I, In General, Section 42-1, Definitions to revise the term "Variance", Article XIX, Provisions for Appeal, Section 42-566, Membership; Terms; Removal and Disqualification of Members; Officers; Section 42-567, Powers and Duties; Section 42-571, Appeal from Decision of Board; and to adopt Section 42-572, Board of Zoning Appeals, Ex Parte Communications, Proceedings; to conform these sections of the Town's Zoning Ordinance to the applicable provisions of the Virginia Code - (continued).

Chairperson Moore asked for clarification of ex parte communication, Section 42-572 (a). Chairperson Moore inquired if all the listed parties need to be present at a public meeting or discussion prior to a public meeting for the discussion to not be considered ex parte communication, or if an invitation is sufficient. Mr. Warren stated the Town's current practice is to invite and give notice to all parties. Commissioner Newell noted Section 42-572 (b) references the Virginia Freedom of Information Act, Code of Virginia § 2.2-3704. Commissioner Newell noted there must be notification of an intention to meet and discuss the issue at hand.

Commissioner Powers stated the BZA does not have alternate members and noted it would be good practice for the BZA to have alternates.

Commissioner Newell stated she was unsure if the BZA members were aware of the proposed ordinance amendment. Mr. Warren noted the code changes were discussed briefly at the two previous BZA meetings and stated the BZA will meet on August 4, 2016 to review the proposed code changes in detail. Commissioner Newell asked if the BZA variance application would be revised to reflect the code changes. Mr. Warren stated the BZA application would be updated.

Commissioner Collins inquired about the appointment of BZA members. Mr. Warren stated Town Council recommends members to the Montgomery County Circuit Court and the court then appoints BZA members.

Commissioner Collins asked if it would benefit the BZA to have alternate members. Mr. Warren stated it would be very helpful and noted the two previous BZA meetings did not have full attendance. Mr. Warren stated the BZA vote is based on a majority of the membership, not the members present at a given meeting. Commissioner Collins asked how many alternates would be preferred. Mr. Warren stated two alternates is common practice from his experience. Vice-Chairperson Sowers noted the Code of Virginia allows for up to three alternates. Commissioner Newell stated two alternates would be advisable because it would prevent a tie vote.

Commissioner Newell asked why the entire section regarding BZA powers and duties was struck from the ordinance amendment. Mr. Warren stated this approach is intended to reduce future Town Code amendments. Mr. Warren explained the amendment references the powers and duties set forth in the Code of Virginia and therefore the Town Code will always reflect the current Code of Virginia provisions.

Public Hearing on an Ordinance to amend Chapter 42, Zoning, Article I, In General, Section 42-1, Definitions to revise the term "Variance", Article XIX, Provisions for Appeal, Section 42-566, Membership; Terms; Removal and Disqualification of Members; Officers; Section 42-567, Powers and Duties; Section 42-571, Appeal from Decision of Board; and to adopt Section 42-572, Board of Zoning Appeals, Ex Parte Communications, Proceedings; to conform these sections of the Town's Zoning Ordinance to the applicable provisions of the Virginia Code - (continued).

Commissioner Newell inquired about the meaning of the word "certiorari" in Section 42-571. Mr. Warren explained Section 42-571 specifies the process to appeal a BZA decision. Mr. Warren stated an appeal must be filed with the Circuit Court. Mr. Warren stated the ordinance amendment removes the outdated Code of Virginia language and replaces it with a reference to the current Code of Virginia §15.2-2314.

Chairperson Moore stated the alternate BZA members would only vote if a regular member were to abstain. Chairperson Moore noted the number of voting members for any given appeal is restricted to five and therefore the number of alternate members would not affect the possibility of a tie vote.

Commissioner Newell stated Town Council has filled board and committee positions in the past through advertising and recruitment. Commissioner Newell noted having as many alternates as possible would be good practice.

Commissioner Johnson inquired about the qualifications for BZA membership. Commissioner Newell stated criminal convictions may be a disqualification. Commissioner Newell noted the BZA meets infrequently because staff is often able to find a viable solution that does not require a variance. Commissioner Newell noted BZA members have a range of experience in business, real estate, and local government.

Mr. Warren stated the BZA reviews requests for zoning code variances and appeals of determinations made by the Zoning Administrator. Commissioner Powers noted the BZA is good training for prospective planning commissioners. Commissioner Newell stated there is a BZA certification similar to the Planning Commissioner certification.

Ms. Morgan, Secretary, stated the next Planning Commission meeting is scheduled for August 1, 2016 and the BZA will meet on August 4, 2016. Planning Commission agreed to vote on the ordinance amendment at the next meeting. Mr. Warren stated he would provide the Town Council public hearing schedule on this item to Planning Commission.

Other business.

Chairperson Moore introduced the discussion. Chairperson Moore presented the membership for the Development Subcommittee and Comprehensive Plan Subcommittee. Chairperson Moore stated the members of the Comprehensive Plan Subcommittee will include Commissioners Franusich, Newell, and Peeples. Chairperson Moore stated he has selected Commissioner Peeples as the Subcommittee Chair and asked the members to select a Vice-Chair.

Commissioner Collins stated a large portion of the historical narrative was removed from the most recent Comprehensive Plan. Commissioner Collins stated Christiansburg's history is important and asked the Comprehensive Plan Subcommittee to consider including a more detailed history section.

Chairperson Moore stated the members of the Development Subcommittee will include Vice-Chairperson Sowers and Commissioners Beasley, Carter, and Powers. Chairperson Moore stated he has selected Commissioner Powers to continue as the Subcommittee Chair and asked the members to select a Vice-Chair.

Chairperson Moore noted the subcommittees are an extension of Planning Commission and asked the members to maintain an appropriate level of formality.

Chairperson Moore noted the Historical Committee is inactive and can be re-activated, if needed. Chairperson Moore stated he appreciates staff's willingness to move the subcommittee meetings to 6:00 PM. Mr. Warren requested the Development Subcommittee hold a meeting on August 1, 2016.

Chairperson Moore encouraged commissioners to reach out to him or staff if they have a concern with the subcommittees.

Steve Biggs, Town Manager, introduced himself to Planning Commission. Mr. Biggs stated he has been meeting with the Department Heads to learn about each department's operations and noted he held a productive meeting with Mr. Warren on Friday.

Mr. Biggs stated there may be an opportunity to improve the flow and predictability of the public hearing process. Mr. Biggs noted these discussions have just begun and he will return to Planning Commission once staff has suitable options.

Chairperson Moore noted public participation is often low at Planning Commission meetings but reminded the commissioners they represent the interests of the citizens, whether or not they attend the meetings.

Other business - (continued).

Commissioner Carter thanked Ms. Disney for attending the Planning Commission meetings.

There being no more business, Chairperson Moore adjourned the meeting at 7:33 p.m.

Craig Moore, Chairperson

Sara Morgan
Sara Morgan, Secretary ^{Non-Voting}

**Christiansburg Planning Commission
Minutes of August 1, 2016**

Present: Matthew J. Beasley
Hil Johnson
Craig Moore, Chairperson
T.L. Newell
Virginia Peeples
Joe Powers
Jennifer D. Sowers, Vice-Chairperson
Sara Morgan, Secretary ^{Non-Voting}

Absent: Ann Carter
Harry Collins
David Franusich

Staff/Visitors: Andrew Warren, Planning Director
Will Drake, staff
Juli Kurnos, staff
Cindy Wells-Disney, Montgomery County Planning Commission

Chairperson Moore called the meeting to order at 7:00 p.m. in the Christiansburg Town Hall at 100 E. Main Street, Christiansburg, Virginia.

Public Comment.

Chairperson Moore opened the floor for public comment. With no comments, Chairperson Moore closed the floor for public comment.

Approval of Planning Commission Minutes for July 18, 2016 meeting.

Chairperson Moore introduced the discussion. Commissioner Newell made a motion to approve the July 18, 2016 Planning Commission meeting minutes. Commissioner Johnson seconded the motion, which passed 6-0. Commissioner Beasley abstained, as he was not present for the last meeting.

Discussion on an Ordinance to amend Chapter 42, Zoning, Article I, In General, Section 42-1, Definitions to revise the term "Variance", Article XIX, Provisions for Appeal, Section 42-566, Membership; Terms; Removal and Disqualification of Members; Officers; Section 42-567, Powers and Duties; Section 42-571, Appeal from Decision of Board; and to adopt Section 42-572, Board of Zoning Appeals, Ex Parte Communications, Proceedings; to conform these sections of the Town's Zoning Ordinance to the applicable provisions of the Virginia Code. The Planning Commission Public Hearing was held on July 18, 2016.

Chairperson Moore introduced the discussion. Mr. Warren stated staff had no further updates to provide Planning Commission.

Commissioner Johnson asked if the Town was already following the revised requirements. Ms. Morgan stated staff would update the Board of Zoning Appeals (BZA) application to reflect the revised ordinance.

Commissioner Newell stated the revisions to the Code of Virginia went into effect July 1, 2015. Commissioner Newell noted two BZA members attended training during the previous year and were able to update the BZA members on the revisions. Commissioner Newell noted the BZA has been following the new requirements.

Commissioner Newell stated she is a member of the BZA and Planning Commission and noted she will abstain from voting on the motion since she is not certain her vote is permissible.

Commissioner Johnson inquired if all BZA members have obtained the BZA Certification. Commissioner Newell stated the two newest BZA members have obtained certification.

Commissioner Powers asked Commissioner Newell if she had any concerns with the proposed ordinance amendment. Commissioner Newell stated she did not and noted the code changes are needed to keep Town Code in conformance with the Code of Virginia. Commissioner Peebles made a motion to recommend Town Council approve the ordinance amendment as drafted. Vice-Chairperson Sowers seconded the motion, which passed 6-0. Commissioner Newell abstained from voting.

Other business.

Chairperson Moore introduced the discussion. Mr. Warren stated Planning Commission is invited to tour the facilities of the Public Works Department on Wednesday, September 14, 2016, from 6:00 to 8:00 pm. Mr. Warren noted this event will be coordinated through the Montgomery County - Christiansburg Citizens Academy and he will remind Planning Commission of the event as the date approaches.

Other business - (continued).

Mr. Warren provided Planning Commission with a memo summarizing the recent changes to the Code of Virginia regarding a locality's ability to accept proffers during a residential rezoning application. Mr. Warren stated a locality may not accept an unreasonable proffer and summarized the new procedural requirements. Mr. Warren stated he would like to discuss the issue in greater detail at the next Planning Commission meeting and encouraged the commissioners to review the document and send him any questions.

Commissioner Newell stated these code changes were discussed at the most recent New River Valley Regional Commission training. Commissioner Newell asked if the zoning code requirements for open space and trailways are still allowed. Mr. Warren noted these requirements are codified and are not in jeopardy. Commissioner Newell asked if the Code of Virginia provides guidance on what constitutes an unreasonable proffer. Mr. Warren stated the memo was drafted by the Town Attorney provides an excellent summary of the new proffer requirements.

Commissioner Powers and Mr. Warren noted reasonable proffers will address the impact of particular development. Commissioner Newell and Commissioner Powers and Mr. Warren discussed the importance of accepting proffers that are in accordance with the Comprehensive Plan

Commissioner Newell asked Mr. Warren if he could provide a retroactive analysis of the Quinn Stuart Boulevard, N.W. traffic signal in light of the new proffer requirements. Mr. Warren stated he was unsure if he could obtain the documentation necessary for this particular condition but stated he would provide several proffer scenarios at the next Planning Commission meeting.

Mr. Warren noted the new proffer legislation only applies for residential rezoning applications and encouraged Planning Commission to continue the productive discussions it conducts with applicants for conditional use permits.

There being no more business, Chairperson Moore adjourned the meeting at 7:27 p.m.

Craig Moore, Chairperson

Sara Morgan, Secretary ^{Non-Voting}



Town of Christiansburg, Virginia 24073

100 East Main Street ~ Telephone 540-382-6128 ~ Fax 540-382-7338

Memorandum

ESTABLISHED

NOVEMBER 10, 1792

INCORPORATED
JANUARY 7, 1833

MAYOR

D. MICHAEL BARBER

COUNCIL MEMBERS

SAMUEL M. BISHOP
HARRY COLLINS
R. CORD HALL
STEVE HUPPERT
HENRY SHOWALTER
BRADFORD J. "BRAD" STIPES

TOWN MANAGER

STEVE BIGGS

Date: August 19, 2016
Re: Urban Development Area Report link
From: Andrew Warren, Planning Director

Below is the link to the draft Urban Development Area Report that will be presented by Town's consultants at Tuesday's Town Council meeting.

<http://www.christiansburg.org/DocumentCenter/View/5977>

The document is a large file so it may take a little time to download. I will also have paper copies available at the meeting.