

Resolution of the Town of Christiansburg Planning Commission

Conditional Use Permit Application

WHEREAS the Christiansburg Planning Commission, acting upon a request by the Christiansburg Town Council to study a request made by David L. Reno (acting as agent for property owner Shan Carroll) for a towing service at 820 Park Street, N.E. (tax parcels 498 – ((6)) – 1-3) in the I-2 General Industrial District, has found following a duly advertised Joint Public Hearing with Council that the public necessity, convenience, general welfare and good zoning practices (permit) ~~(do not permit)~~ the issuance of a Conditional Use Permit (CUP) to David L. Reno (acting as agent for property owner Shan Carroll) for a towing service at 820 Park Street, N.E. (tax parcels 498 – ((6)) – 1-3) in the I-2 General Industrial District.

THEREFORE be it resolved that the Christiansburg Planning Commission (recommends) ~~(does not recommend)~~ that the Christiansburg Town Council approve the Conditional Use Permit with the following conditions:

1. The property is to be maintained in a clean, sanitary, and sightly manner.
2. This permit is for a towing service, not a commercial garage or body shop or for conducting bodywork.
3. All parts, including faulty parts, tires, etc. are to be kept inside the garage or a fully enclosed building (including a roof) until disposal.
4. All waste petroleum products and/or chemicals are to be disposed of properly and are not to accumulate upon the premises. Provisions are to be made for the capture of leaking petroleum products and/or chemicals.
5. There will be no storage of vehicles upon the premises except for vehicles left for temporary storage. All vehicles are to be kept on-premises and not within any public right-of-way or adjacent property. Any towed vehicles are to remain on-premises no longer than six months.
6. Mechanical work is not to be performed on-site, other than to owner's vehicles
7. There are to be no loud offensive noises so as to constitute a nuisance to the residential properties in the vicinity.
8. There are to be no discernible noises to residential properties in the nearby vicinity between 7:00 p.m. and 7:00 a.m.
9. This permit shall be revocable for violations of Chapter 3 "Advertising" of the Christiansburg Town Code occurring on the property.
10. All towed vehicles are to be screened from adjoining properties and rights-of-way.
11. This permit shall be subject to administrative review on an annual basis.
12. This permit shall be valid for David Reno, the present applicant only and is non-transferrable.

Dated this the 13th day of May 2013.

Joe Powers

Joe Powers, Vice-Chairperson
Christiansburg Planning Commission

The above Resolution was adopted on motion by Collins 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 Joint Public Hearing on the above request on April 22, 2013. 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			
M. H. Dorsett, AICP	X			
David Franusich	X			
Jonathan Hedrick	X			
Steve Huppert	X			
Craig Moore, Chairperson				X
Ashley Parsons	X			
Joe Powers, Vice-Chairperson	X			
Jennifer D. Sowers	X			

Joe Powers
Joe Powers, Vice-Chairperson

Nichole Hair
Nichole Hair, Secretary ^{Non-voting}



TOWN OF CHRISTIANSBURG

100 East Main Street

Christiansburg, VA 24073

Phone (540) 382-6120 Fax (540) 381-7238

Conditional Use Permit Application

Landowner: SHAN CARROLL Agent: David L. Reno / Lost & Found Towing
 Address: 820 PARK ST. Address: 180 South Hill dr.
CHRISTIANSBURG, VA 24073 CHRISTIANSBURG VA 24073
 Phone: 540-382-6691 Phone: 540-257-0616

I am requesting a Conditional Use Permit to allow Towing Business

on my property that is zoning classification I-2 under Chapter 30: Zoning of the Christiansburg Town Code.

My property is located at 820 PARK STREET, CHRISTIANSBURG, VA
Suite G
 Tax Parcel(s): 498-((6))-1-3

PAID

Fee: \$500.00

I certify that the information supplied on this application and any attachments is accurate and true to the best of my knowledge. I understand that Conditions may be placed on my property in regards to the above mentioned use/activity. I also understand that the Conditional Use Permit may be revoked and/or additional Conditional Use Permits required should questions regarding conformity arise.

Signature of Landowner(s): [Signature] Date: 3/26/2013
David L. Reno Date: 3/26/2013
 Date: _____

This request was approved / disapproved by a vote of the Christiansburg Town Council on _____ . Any Conditions attached shall be considered requirements of the above request.

Town Manager _____

Date _____



ESTABLISHED
NOVEMBER 10, 1792

INCORPORATED
JANUARY 7, 1833

MAYOR
RICHARD G. BALLENGEE

COUNCIL MEMBERS
D. MICHAEL BARBER
R. CORD HALL
STEVE HUPPERT
HENRY SHOWALTER
BRADFORD J. "BRAD" STIPES
JAMES W. "JIM" VANHOOZIER

TOWN MANAGER
BARRY D. HELMS

DIRECTOR OF FINANCE/

TOWN TREASURER
VALERIE L. TWEEDIE

CLERK OF COUNCIL
MICHELE M. STIPES

TOWN ATTORNEY
GUINN, MEMMER &
DILLON, P.C.

Town of Christiansburg, Virginia 24073

100 East Main Street ~ Telephone 540-382-6128 ~ Engineering Fax 540-381-7238

Town of Christiansburg Planning Staff Report

Planning Commission Public Hearing Date: Monday, April 22, 2013 at 7:00 p.m.

Town Council Public Hearing Date: Tuesday, May 21, 2013 at 7:30 p.m.

Application Type: Conditional Use Permit Request

Applicant: David L. Reno (agent for property owner Shan Carroll)

Location: 820 Park Street N.E. (tax parcel 498 – ((6)) – 1-3)

The Town of Christiansburg has received a Conditional Use Permit request by David L. Reno (agent for property owner Shan Carroll) for a towing service at 820 Park Street N.E. (tax parcel 498 – ((6)) – 1-3) in the I-2 General Industrial District. The property contains approximately 1.47 acres. The property is scheduled as Industrial and Residential in the Future Land Use Map of the Christiansburg Comprehensive Plan.

The property does not lie within the 100-Year and 500-Year Flood Hazard Areas. The property does not lie within a Historic District. The adjoining properties are zoned B-3 General Business and I-2 General Industrial. The adjoining properties contain residences, businesses, and industrial uses.

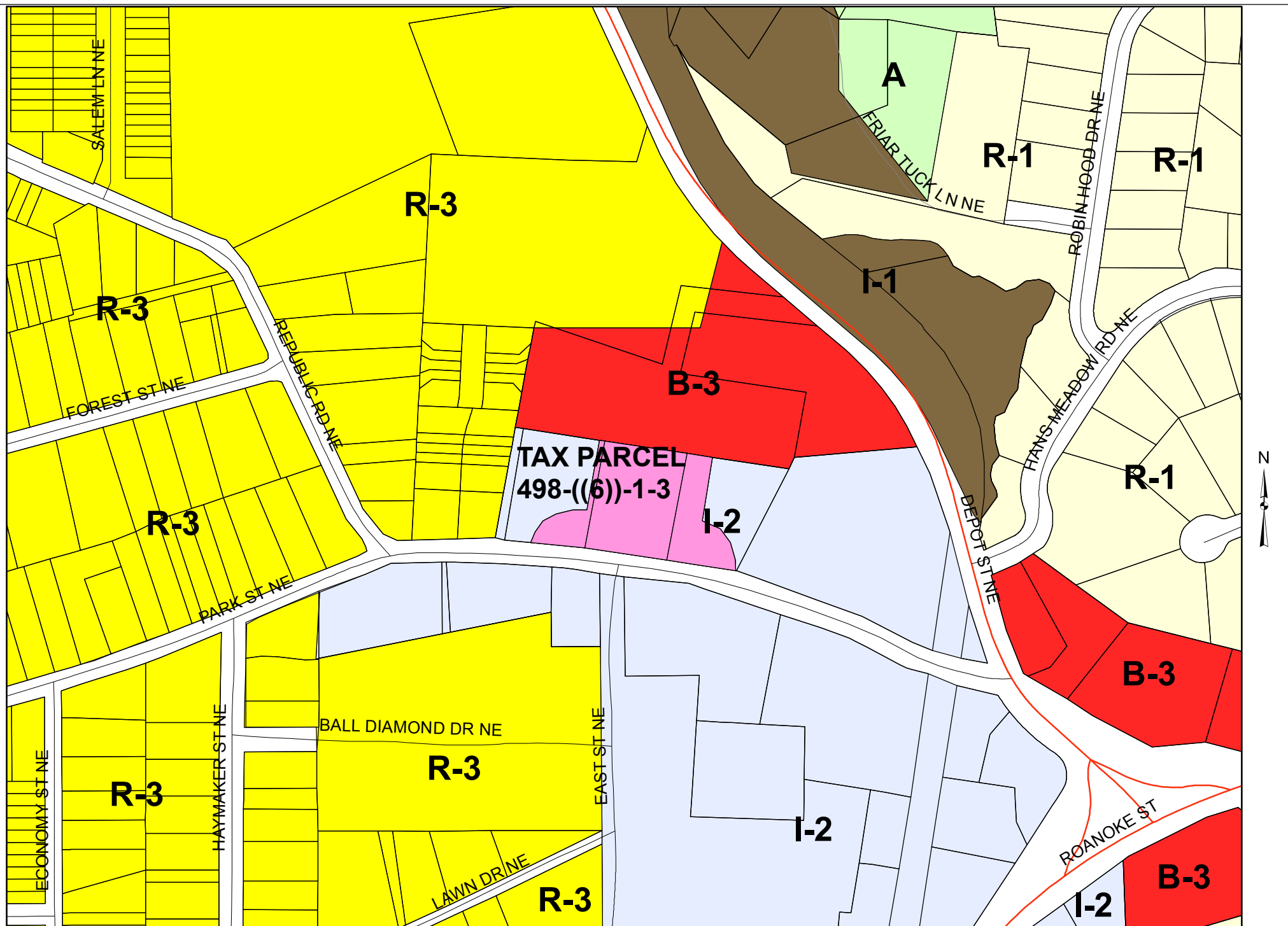


CUP REQUEST: 820 PARK STREET NE

PC: APRIL 22, 2013

TC: MAY 21, 2013





CUP REQUEST: 820 PARK STREET NE

PC: APRIL 22, 2013

TC: MAY 21, 2013



CUP: 820 Park Street NE

Tax Map #	Owner(s)	Mailing Address	City,St,Zip
498- 6 8	CURTIS WILLIAM C	P O BOX 2145	CHRISTIANSBURG VA 24068
498- 6 1A	CANTRELL L MICHAEL	P O BOX 2249	CHRISTIANSBURG VA 24068
498- 6 1-3	CARROLL SHAN C	820J PARK ST	CHRISTIANSBURG VA 24073
498- 6 1-3	CARROLL SHAN C	820J PARK ST	CHRISTIANSBURG VA 24073
498- 6 1-3	CARROLL SHAN C	820J PARK ST	CHRISTIANSBURG VA 24073
498- 6 3A	HAMBRICK PHILLIP M	1756 LIONS DR	CHRISTIANSBURG VA 24073 1299
498- A 63C	DAVIS DENNIS DEAN JR	1211 VALLEY VIEW DR	PEARISBURG VA 24134 1353
498- A 82	NORTH FORK EAST STREET LLC	240 BRILLIANT DR	CHRISTIANSBURG VA 24073
528- A 23	EAST PARK VILLAGE LLC	P O BOX 2533	CHRISTIANSBURG VA 24068
498- A 83	ENVIROSEALED PROPERTIES LLC	P O BOX 59	CHRISTIANSBURG VA 24068



Bulk Property Carrier

Type of Operation:

Bulk Property Carrier

Description:

A person who transports only bulk commodities (such as sand or gravel) or who operates wreckers for-hire. Bulk Commodities - any non-liquid, non-gaseous commodity shipped loose or in mass/aggregate and which in the loading and unloading thereof is ordinarily shoveled, scooped, forked, or mechanically conveyed or which is not in containers, or in units of such size to permit piece by piece loading and unloading.

Authority Document:

Permit

Operating Requirements:

This permit authorizes your operations only in Virginia.

You are limited to the following operations:

- The transportation of Bulk Commodities, OR
- The operation of a wrecker for-hire.

Tariff and Time Schedule Requirements:

None

Insurance Requirements:

\$750,000 - Bodily Injury and Property Damage

Bond Requirements:

None

Registration and License Plate Requirements:

License Plates: *For-Hire* license plates

Vehicle Registration: Must be registered as *For-Hire*.

Operating Authority Registration:

- IRP Vehicles - Apportioned cab card must indicate vehicle use as *For-Hire*.
- All Other Vehicles - The operating authority information will be displayed on the vehicle registration card when the *For-Hire* license plates are issued.

Fees

\$10 Operating Authority Registration fee per vehicle.

\$3 for a duplicate permit.

Miscellaneous Requirements:

Address Change - You must report any new address to DMV's Motor Carrier Services within 30 days.

Discontinuing Service - If you go out of business or stop providing the service authorized, you must notify DMV in writing within 30 days.

800
Park St NE

850
Park St NE

820
Park St NE

2,500 sq ft.
Building

PARK ST NE





NOTICE OF PUBLIC HEARING
TOWN OF CHRISTIANBURG
TAX INCREASES

A Public Hearing will be held by the Council of the Town of Christiansburg on Tuesday May 21, 2013, at 7:30 P.M. in the Council Room of the Town Hall, 100 East Main Street, Christiansburg, Virginia for the purpose of discussing the proposed tax increases and the corresponding ordinance changes.

PROPOSED TAX CHANGES

Increases in the following tax is proposed:

REAL PROPERTY (REAL ESTATE) TAX RATE

Effective for Tax Year 2013

Authority: Code of Virginia 58.1-3200

Real Estate Tax from \$0.1126 per hundred to \$0.13 per hundred

Increases in the following taxes are proposed:

CONSUMER UTILITY TAX/ NATURAL GAS AND ELECTRIC UTILITY TAX

Effective Date: October 1, 2013

Authority: Code of Virginia 58.1-3814

The rate is unchanged; however the maximum monthly amount will be increased from \$2.00 to \$2.50 for both Gas and Electric consumption.

Increases in the following tax is proposed:

BUSINESS AND PROFESSIONAL LICENSE TAX RETAIL BUSINESSES

Effective Date: For all 2013 calendar year receipts

Authority: Code of Virginia 58.1-3700, et, esq.

The Business and Professional License Tax on Retail business to be increased from \$0.15 per \$100 to \$0.175 per \$100

This proposal may be examined on weekdays at the office of the Town Manager, 100 East Main Street, Christiansburg, VA, between the hours of 8:00 A.M. to 5:00 P.M. All interested citizens will have the opportunity to give written or oral comments.

Barry D. Helms, Town Manager

1x: 15 May, 2013
THE NEWS MESSENGER
LEGAL AD

2x: 12 May, 2013
BURGS
LEGAL AD

NOTICE OF PUBLIC HEARING
TOWN OF CHRISTIANBURG
FEE INCREASES

A Public Hearing will be held by the Council of the Town of Christiansburg on Tuesday, May 7, 2013, at 7:30 P.M. in the Council Room of the Christiansburg Town Hall, 100 East Main Street, Christiansburg, Virginia for the purpose of discussing the proposed fee increases.

PROPOSED FEE CHANGES

Increases in the following fees are proposed: **WATER, SEWER and GARBAGE FEES.**

Effective Date: June 1, 2013

Authority: Code of Virginia 15.2-2119 & 15.2-928

Water fees:

Minimum bill from \$17.00 to \$18.00 for the first 4000 gallons.

The next 96,000 gallons from \$4.60 to \$4.90 per 1000 gallons

The next 5,900,000 gallons from \$2.60 to \$2.90 per 1000 gallons

Connection fee: from \$2000 to \$2500

Sewer fees:

Minimum bill from \$ 27.00 to \$28.00 for the first 4000 gallons

All above 4000 gallons from \$7.20 to \$7.50 per 1000 gallons

Connection fee: from \$2000 to \$2500

Garbage Fees:

Minimum bill from \$16.50 to \$17.00 per month

Out of Town customer fees will be 50% higher.

This proposal may be examined on weekdays at the office of the Town Manager, 100 East Main Street, Christiansburg, VA, between the hours of 8:00 A.M. to 5:00 P.M. All interested citizens will have the opportunity to give written or oral comments.

Barry D. Helms, Town Manager

2x: 20 & 27 April, 2012
THE NEWS MESSENGER
LEGAL AD

1x: 20 April, 2012
CURRENT
LEGAL AD

**Town of Christiansburg
Garbage Service Fee Schedule
Effective June 1, 2013**

Garbage Service Rates – Residential and Domestic			
	Minimum Rate per Month (two 96-gallon containers)	Excess Volume (above two 96-gallon containers)	Tree and brush hauling
Within Corporate Limits	\$17.00	\$3.75 per container	\$25.00 per load plus tipping fee
Outside Corporate Limits	\$25.50	\$5.62 per container	Service not available

Residential and Domestic Garbage Rate Notes:

- 1) When more than one building or a multifamily living unit is served on the same premises, the minimum bill shall be charged for each building or family living unit and the minimum allowance of up to two 96-gallon containers will apply to each minimum charge.

Garbage Service Rates – Business and Commercial	
	Rate
Within Corporate Limits	<p style="text-align: center;"><u>Dumpster Rental Fee</u> 4 cubic yard - \$9.37 per month 6 cubic yard - \$11.22 per month 8 cubic yard - \$14.50 per month</p> <p style="text-align: center;"><u>Pickup Fee</u> 4 cubic yards - \$30.00 per pickup 6 cubic yards - \$45.00 per pickup 8 cubic yards - \$60.00 per pickup</p>
Outside Corporate Limits	Service not available

**Town of Christiansburg
Water and Sewer Utilities Service Fee Schedule
Effective June 1, 2013**

Water Rates				
	For Service of 30 or Fewer Days	For Service of 31 or More Days or For Use in Excess of 4,000 Gallons		
	Minimum Rate per Month (0-4,000 gallons)	Minimum Rate per Month (0-4,000 gallons)	Rate per 1,000 gallons (4,001-100,000 gallons)	Rate per 1,000 gallons (100,001 - 6,000,000 gallons)⁽¹⁾
Within Corporate Limits	\$9.00	\$18.00 (Bimonthly)	\$4.90 (Bimonthly)	\$2.90 (Bimonthly)
Outside Corporate Limits	\$13.50	\$27.00 (Bimonthly)	\$7.35 (Bimonthly)	\$4.35 (Bimonthly)

Water Rate Notes:

- 1) When a customer uses 6,000,000 gallons or more per two-month period, in lieu of the foregoing schedule, that customer shall pay for all the water used at a rate equal to 125 percent of that rate charged to the Towns of Blacksburg and Christiansburg and V.P.I. by the Water Authority.
- 2) When more than one building or a multifamily living unit is served on the same premises from the same water meter, the minimum of \$13.30 shall be charged for each building or family living unit and the minimum allowance of up to 4,000 gallons will apply to each minimum charge.
- 3) Consumption exceeding 4,000 gallons: Rates are the same as rates for services of 31 days or more.

Sewer Service Rates			
	For Service of 30 or Fewer Days	For Service of 31 or More Days or For Use in Excess of 4,000 Gallons	
	Minimum Rate per Month (0-4,000 gallons)	Minimum Rate per Month (0-4,000 gallons)	Rate per 1,000 gallons (+4,001 gallons)
Within Corporate Limits	\$14.00	\$28.00 (bimonthly)	\$7.50
Outside Corporate Limits	\$21.00	\$42.00 (bimonthly)	\$11.25

- 1) Consumption exceeding 4,000 gallons: Rates are the same as rates for services of 31 days or more.

**Town of Christiansburg
Water and Sewer Utilities Service Fee Schedule
Effective June 1, 2013**

Connection Fees		
	Water	Sewer
Within Corporate Limits	\$2,500.00 ⁽¹⁾	\$2,500 + \$5.00/linear ft. ⁽³⁾
Outside Corporate Limits	\$3,750.00 (minimum) ⁽²⁾	\$3,750.00 (minimum) ⁽⁴⁾

Connection Fee Notes:

- 1) The cost of a five-eighths-inch water connection within the corporate limits will be \$2,000.00, if the distance from the water main to the property line is not over 40 feet. Should the distance from the water main to the property line be greater than 40 feet, the property owner must pay the actual cost of service lines in excess of 40 feet. The cost of water connections larger than five-eighths-inch will be \$2,000.00 plus the difference in actual cost of materials between a five-eighths-inch connection and larger connection.
- 2) The cost of all water connections outside the corporate limits will be based on the actual cost of materials and installation plus an administrative charge equal to 20 percent of such actual cost or a minimum fee of \$3,000.00, whichever is greater.
- 3) If the distance from the sewer main to the property line is greater than 40 feet, the property owner must pay for the actual cost of the lateral which is in excess of 40 feet in addition to the regular connection charges set forth above. The charge of \$5.00 per linear foot of the width of the lot frontage of the structure to be connected is not applicable for connections to any interceptor sewer main or to an existing collector sewer main which was installed prior to September 6, 1966, or which is located in a subdivision in which the subdivision developer has installed the sewer main to the property line.
- 4) Sewer connection fees outside the corporate limits of the Town will be made at actual cost of materials and installation plus an administrative charge equal to 20 percent of the actual cost, or a minimum fee of \$3,000.00, whichever is greater.

Sewer Main Extension Fee
\$5.00 per linear foot of the frontage of the property owner's lot or lots which will be served by the extension

Sewer Main Extension Fee Note: This cost will be in addition to the regular connection fee and will be paid at the time of connection. The Town Council may require that one-third of the estimated total cost based on \$5.00 per linear foot of main be paid by the property owners prior to the extension being started. Such extension will be made only with the Council's approval after cost estimates and the need for the extension have been determined.

**Town of Christiansburg
Water and Sewer Utilities Service Fee Schedule
Effective June 1, 2013**

Miscellaneous Fees and Deposits	
Water Turn On Fee for All Connections	\$10.00 Fee
Domestic Service for Homeowners	\$50.00 Deposit
Domestic Service for Lessees or Tenants	\$50.00 Deposit
Industrial, Commercial and Business Services, Including Apartment Houses	A deposit in an amount equal to the average bimonthly bill, but in no case less than \$50.00.
Customer Whose Bill for Service Becomes Delinquent Twice or More in Succession	A deposit in an amount which when added to the original deposit shall equal the amount of the average bimonthly bill, but in all cases such additional service deposit shall be not less than an amount which when added to the original service deposit will equal \$50.00.
For Bills Unpaid on the 25th of the First Month After Service	10% Penalty will be added
For Bills Unpaid on the 10th of the Second Month After Service	Service will be discontinued until all bills, penalty, and a \$25.00 service charge have been paid
BOD High Strength Surcharge	\$0.30 per Pound
Suspended Solids High Strength Surcharge	\$0.30 per Pound

Link to the proposed 2013 -2014 budget
Dated May 9, 2013

<http://www.christiansburg.org/DocumentCenter/View/3821>



RADFORD CITY POLICE DEPARTMENT

20 ROBERTSON STREET
RADFORD, VIRGINIA

24141



Don Goodman
Chief of Police

May 7, 2013

Chief Mark Sisson

Christiansburg Police Dept.

10 East Main Street

Christiansburg, Va. 24073

Chief Sisson,

Could you please get all signatures for this new Joint Mutual Aid agreement for me please? Once all signatures are obtained I just need a copy of the signature page sent back to me. The rest will be for your office or your County Attorney's office.

Thank you.

Sincerely

Deputy Chief of Police

Angie M. Frye

"An Accredited Law Enforcement Agency"

TOWN OF CHRISTIANBURG, VIRGINIA
A municipal corporation of the Commonwealth of Virginia

_____(SEAL)
Barry Helms
Town Manager of the Town of Christiansburg
Date: _____

_____(SEAL)
Chief Mark Sisson
Chief of Police of the Town of Christiansburg
Date: _____

Approved as to form:

By: _____,
Guynn, Memmer & Dillion, P.C.
Town Attorney

Adopted by Resolution of the Town Council of the Town of Christiansburg, Virginia,
dated the ____ day of _____, 2013.

By: _____
Name: _____
Title: _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RADFORD, VIRGINIA, APPROVING AND AUTHORIZING THE EXECUTION OF A JOINT LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE CITY OF RADFORD, VIRGINIA, AND COUNTY OF MONTGOMERY, VIRGINIA, COUNTY OF PULASKI, VIRGINIA, TOWN OF BLACKSBURG, VIRGINIA, TOWN OF DUBLIN, VIRGINIA, TOWN OF CHRISTIANSBURG, VIRGINIA, TOWN OF PULASKI, VIRGINIA, AND THE SHERIFF OF THE COUNTY OF MONTGOMERY, VIRGINIA, THE SHERIFF OF THE COUNTY OF PULASKI, VIRGINIA; THE SHERIFF OF THE CITY OF RADFORD, VIRGINIA; AND RADFORD UNIVERSITY, AND VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

WHEREAS, Virginia law pursuant to Code of Virginia, § 15.2-1736, authorizes the governing bodies of localities, by proper resolutions, to enter into and become a part of contracts or mutual aid agreements with other governing bodies, and Sheriffs of Counties, and with state supported public institutions of higher education in the Commonwealth of Virginia, with separate police forces appointed pursuant to the Code of Virginia, § 23-233, or any combination thereof, for the use of their joint law enforcement forces and personnel, both regular and auxiliary, and their equipment and materials, to maintain peace and good order in the furnishing of law enforcement services; and

WHEREAS, the governing bodies of the City of Radford, Virginia, County of Montgomery, Virginia, County of Pulaski, Virginia, Town of Blacksburg, Virginia, Town of Dublin, Virginia, Town of Christiansburg, Virginia, Town of Pulaski, Virginia, and the Sheriff of the County of Montgomery, Virginia, the Sheriff of the County of Pulaski, Virginia, the Sheriff of the City of Radford, Virginia, and Radford University and Virginia Polytechnic Institute and State University have determined that the provision of law enforcement aid across jurisdictional lines for use of their joint law enforcement services and their law enforcement personnel, equipment and materials for their mutual protection and defense, and the maintenance of peace and good order, pursuant to Code of Virginia, § 15.2-1736, will increase their ability to preserve the safety and welfare of the entire area; and

WHEREAS, it is deemed to be mutually beneficial and in the best interest of the public and the citizens of the City, for the City of Radford, Virginia, to enter into a Joint Law Enforcement Mutual Aid Agreement concerning mutual aid and cooperation with regard to law enforcement with certain surrounding localities, Sheriffs and public institutions of higher education.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Radford, Virginia, as follows:

The Joint Law Enforcement Mutual Aid Agreement dated the 22nd day of April, 2013 (the "Agreement"), by and between the City of Radford, Virginia; County of Montgomery, Virginia; County of Pulaski, Virginia; Town of Blacksburg, Virginia; Town of Dublin, Virginia; Town of Christiansburg, Virginia; Town of Pulaski, Virginia; Sheriff of the County of Montgomery, Virginia; Sheriff of the County of Pulaski, Virginia; Sheriff of the City of Radford,

Virginia; and Radford University and Virginia Polytechnic Institute and State University, as presented to the Radford City Council is hereby authorized and approved.

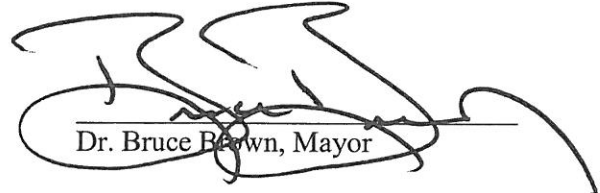
The Agreement is incorporated herein by reference and made a part hereof.

The City Manager and the Chief of Police are hereby authorized to execute the Agreement as presented, and as the Agreement may be required to be modified or amended, for and on behalf of the City of Radford, Virginia.

The Radford City Attorney is authorized to make any such modifications or amendments as may be necessary and required to finalize the Agreement, and shall approve the final Agreement as to form.

Upon execution of the Agreement, by any of the governing bodies of the localities and their respective Chiefs of Police, and/or the Sheriffs of the various Counties, and/or the governing bodies of the state supported public institutions of higher education in the Commonwealth of Virginia with separate police forces, and by their respective Chiefs of Police, as identified in the Agreement, the Chief of Police for the Radford City Police Department shall provide an executed copy of the Agreement to the City Clerk of the City of Radford, Virginia.

This Resolution shall take effect immediately upon its passage.


Dr. Bruce Brown, Mayor

ATTESTED TO:


Melissa Skelton, City Clerk

Adopted: April 22, 2013



JOINT LAW ENFORCEMENT MUTUAL AID AGREEMENT

THIS JOINT LAW ENFORCEMENT MUTUAL AID AGREEMENT (the “Agreement”), dated as of the ____ day of _____, 2013, by and between **CITY OF RADFORD, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia; **COUNTY OF MONTGOMERY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia; **COUNTY OF PULASKI, VIRGINIA**, a political subdivision of the Commonwealth of Virginia; **TOWN OF BLACKSBURG, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia; **TOWN OF DUBLIN, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia; **TOWN OF CHRISTIANSBURG, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia; and **TOWN OF PULASKI, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, and all of the aforesaid named cities, towns and counties are individually referred to as a “Locality” and collectively referred to as “Localities”, as the terms are used in this Agreement; and the **SHERIFF** of the **COUNTY OF MONTGOMERY, VIRGINIA**, the **SHERIFF** of the **COUNTY OF PULASKI, VIRGINIA**, and the **SHERIFF** of the **CITY OF RADFORD, VIRGINIA**, and each of the aforesaid parties are individually referred to as the “Sheriff” of their respective Locality, and collectively referred to as “Sheriffs” of their respective Localities, as the terms are used in this Agreement; and **RADFORD UNIVERSITY**, a state supported public institution of higher education of the Commonwealth of Virginia, with a separate police force, and **VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**, a state supported public institution of higher education of the Commonwealth of Virginia with a separate police force, and each a public institution of higher education of the Commonwealth of Virginia, with a separate police force,

and each of the named institutions are individually referred to as a "University", and collectively referred to as "Universities" as the terms are used in this Agreement; and each of the aforesaid named Locality, Sheriff, and/or University, upon their duly approved and authorized execution to this Agreement shall individually be referred to as a "Party" to this Agreement, and all of the aforesaid named Localities, Sheriffs, and/or Universities, upon their duly approved and authorized execution of this Agreement shall collectively be referred to and deemed the "Parties" to this Agreement.

WHEREAS, the Code of Virginia, § 15.2-1736, authorizes that governing bodies of Localities, institutions of high education having a police force appointed pursuant to the Code of Virginia, § 23-233, as well as Sheriffs, or any combination thereof, may enter into and become a Party or Parties to contracts or mutual aid agreements for the use of their joint forces, both regular and auxiliary, and their equipment and materials to maintain peace and good order. Provided however, no institution of higher education shall enter into any such agreement with another institution of higher education in a noncontiguous Locality without the consent of all the Localities within which such institutions are located; and any police or other law-enforcement officer, regular or auxiliary, while performing his or her duty under any such contract or agreement shall have the same authority in such Locality as he or she has within the Locality where he or she was appointed; and in counties where no police department has been established, the Sheriff may, in his or her discretion, enter into mutual aid agreements as provided by Code of Virginia, § 15.2-1736;

WHEREAS, the Parties to this Agreement have deemed it to be mutually beneficial to the Parties hereto to enter into an agreement concerning mutual aid and cooperation with regard to law enforcement, and have further determined that the provision of police and law

enforcement aid across jurisdictional lines will increase their ability to preserve the safety and welfare of the entire area; and the Parties have set forth the terms and conditions of such joint mutual aid as set forth in this Agreement.

NOW THEREFORE, that for and in consideration of the mutual benefits to be derived from this Agreement, the Parties hereto covenant and agree as follows:

1. Each Party hereto will endeavor to provide police and law enforcement support to the other respective Parties to this Agreement, within their capabilities available at the time the request for such support is made and within the terms of this Agreement.
2. Requests for assistance pursuant to the terms and conditions of this Agreement shall be initiated by the requesting Party's chief of police (the "Chief of Police"), of the Locality or University, or the Sheriff of the Locality, whichever is applicable, or their respective designee.
3. The requesting Party shall be responsible for designating a radio communications system for use by the requested Party.
4. The personnel of the requested Party shall render such assistance under the direction of the Chief of Police of the Locality or University, or the Sheriff of the Locality, of the requesting Party, or their respective designee.
5. Law enforcement support provided pursuant to this Agreement shall include, but not be limited to, the following resources: uniformed officers, canine officers, aerial support when maintained, forensic support, plainclothes officers, special operations personnel and related equipment. All law enforcement officers and personnel shall be duly trained and currently certified for the position provided.
6. Subject to the terms of this Agreement, and without limiting in any way the

other circumstances or conditions in which mutual aid may be requested and provided under this Agreement, the Parties hereto agree to provide assistance to the requesting Party in situations requiring the mass processing of arrestees and transportation of arrestees. The Parties to the Agreement further agree to assist the requesting Party with security and operation of temporary detention facilities.

7. The decision whether to provide law enforcement support under this Agreement shall at all times remain within the discretion of the requested Party. Nothing contained in this Agreement should in any manner be construed to compel any of the Parties hereto to respond to a request for law enforcement support when the Chief of Police of the Locality or University, or Sheriff of the Locality, or their designee, has determined that the personnel of the Party to whom the request is made are, in the opinion of the requested Party, needed or are being used within the boundaries of the requested Party's jurisdiction, Locality or University, nor shall any request compel the requested Party to continue to provide law enforcement support to another Party when its personnel or equipment, in the opinion of the requested Party, are needed for other duties within the boundaries of the requested Party's own jurisdiction or Locality or University.

8. In those situations not involving the provision of mutual aid upon request, law enforcement officers and personnel, and other employees of any Locality, Sheriff or University herein, may also enter any other jurisdiction in furtherance of law enforcement purposes, concerning any offense in which the entering law enforcement agency may have a valid interest; provided that the entering personnel shall, as soon as practical, make such presence known to the Chief of Police of the Locality or University, or the Sheriff of the Locality, or unto any of their respective designees, of the entered jurisdiction of the Locality, Sheriff or University.

9. The responsibility for investigation and subsequent actions concerning any

criminal offense shall remain with the law enforcement agency of the jurisdiction of the Locality, Sheriff or University, whose court has original jurisdiction over the offense. Entering law enforcement personnel shall promptly notify the law enforcement agency of the entered jurisdiction of the Locality, Sheriff or University upon discovery of a crime over which the court of the entered jurisdiction of the Locality, Sheriff or University having original jurisdiction.

10. Any law enforcement officer acting pursuant to this Agreement shall be granted authority to enforce the laws of the Commonwealth of Virginia, and to perform the other duties of a police or law enforcement officer, and shall have the same authority in the requesting Party's Locality or University, as such police officer or law enforcement officer would have within the jurisdiction of the Locality, Sheriff or University where the police or law enforcement officer was appointed. Such authority shall be in conformance with §§ 15.2-1724; 15.2-1726; 15.2-1730; 15.2-1730.1 and 15.2-1736, of the Code of Virginia. Police and law enforcement officers of any Party who might be casually present in any other jurisdiction of any Locality, Sheriff, or University, shall have power to apprehend and make arrests only in such instances where an apparent, immediate threat to public safety precludes the option of deferring action to the police or local law enforcement agency of any Party hereto.

11. All police and law enforcement officers, agents and other employees of the Parties to this Agreement who are acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges and immunities in each other's jurisdiction, including the authority to make arrests in each other's jurisdiction.

12. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes and all immunities from liability enjoyed by the Parties within their respective boundaries shall extend to their participation in rendering

assistance outside their respective jurisdiction boundaries pursuant to this Agreement. It is understood that for the purposes of this Agreement, the responding Party is rendering aid once it has entered the jurisdictional boundaries of the Locality, Sheriff or University of the Party requesting assistance.

13. All pension, relief, disability, workers' compensation, life and health insurance and other benefits enjoyed by said law enforcement officers or personnel as employees of their respective jurisdictions shall extend to the services they perform under this Agreement outside their respective jurisdictions. Each Party agrees that the provision of these benefits shall remain the responsibility of the employing Party.

14. The Parties shall not be liable to each other for reimbursement for injuries to police and law enforcement officers or personnel, or damage to equipment incurred when going to or returning from another jurisdiction of the Locality, Sheriff or University, except to the extent that reimbursement for such expenses may be or is received from the Federal Emergency Management Agency (FEMA) or another governmental agency. Neither shall the Parties be liable to each other for any other costs associated with, or arising out of, the rendering of assistance pursuant to this Agreement, except to the extent that the reimbursement for such expenses may be or is received from FEMA or another governmental agency.

15. Nothing herein shall affect any of agreements of any of the Parties hereto who are member Localities of the Statewide Mutual Aid Program ("SMA"), established in partnership with the Commonwealth of Virginia, which was developed to facilitate the provision of mutual aid between member Localities in response to declared disasters and emergencies. The SMA Program is supplemental to, and does not replace or affect, day to day mutual aid agreements between the Parties as set forth herein.

16. This Agreement sets forth the complete understanding and agreement relating to the provision of mutual law enforcement services among the Parties hereto. However, nothing herein shall affect the enforceability of any such separate mutual aid agreements entered into by the Parties hereto.

17. Any Party to this Agreement may unilaterally withdraw from this Agreement by providing thirty (30) days written notice of its intent to withdraw to all of the other Parties to this Agreement. Any such withdrawal of any Party or Parties from this Agreement shall not impact or affect the validity of this Agreement for the remaining Parties to this Agreement.

18. This Agreement shall become effective upon the execution by two or more Parties hereto, and shall remain in effect until otherwise superseded, amended, rescinded or otherwise terminated in writing by the parties hereto.

19. This Agreement is subject to the approval of a resolution of each of the respective respective governing bodies of the respective Localities and Universities who are parties to this Agreement, as well as the consent by execution of the Sheriffs of any of the Localities who agree to become Parties to this Agreement.

IN WITNESS WHEREOF, the Localities and Universities as of the dates set forth on the attached execution and signature pages hereto have caused this Agreement to be executed by duly authorized resolution adopted by each of their respective governing bodies and executed by their respective city manager, county administrator, town manager, board of visitors, or any such duly authorized designee, and duly attested to by the authorized clerk or officer of any such Locality, or University, if required, and indicating the date of the resolution by the Locality and University consenting to and joining into this Agreement, and by execution of the respective Sheriff of any of the Localities consenting to and joining into this Agreement to set forth their

consent on the dates set forth under their respective signatures thereunto. Such consents, authorizations and execution pages of each Party or Parties to this Agreement are set forth upon separate execution and consent pages for each Party or Parties consenting to and approving the same, and upon each Party or Parties consenting by execution hereof, shall be incorporated and made a part of this Agreement on the dates of execution and consent as set forth thereupon.

Authorization and signature pages of the Parties hereto are attached on separate pages following this Agreement.

Policy on The Use of Special Revenue Funds For Emergency Services Revenue Recovery

Purpose: To define how special revenue funds derived from Emergency Medical Services Revenue Recovery billing will be used.

Scope: Funds received as a result of billing for Emergency Services provided by the Town of Christiansburg's emergency service personnel and volunteers.

Policy:

The funds received will be accounted for in a special revenue fund and shall be used to expand current emergency services. Emergency services shall include Rescue services, Fire Services, and Police services. The current support from the general fund shall not be unreasonably reduced below current operational levels. Expansion of services may include additional full or part time personnel needed to provide services in the coverage area, expand emergency 911 services, acquire equipment, improve or construct emergency services facilities and other items deemed appropriate in the approval of the annual budget by the Town Council.

Funds not expended in any given year shall create a fund reserve which shall be available for expenditure in subsequent fiscal periods as prescribed above.

Christiansburg Aquatic Center



Monthly Report: April 2013

Terry Caldwell, Director

- Aquatic Forum meeting
- Triathlon Event
- Budget Sessions/Council meetings
- Special event staffing and hiring practice meetings with HR
- LOVEworks unveiled on the Aquatic Center site
- Attended Blacksburg Transit reception
- Attended Chamber of Commerce Grand Opening
- Staff completed risk management forms, manual in current review
- Skateboard Competition successful in cooperation with Radford University students and Greenhouse
- Aquatic Center hosted NRV Senior Olympics
- Participated in the Montgomery County Prevention Partners meeting
- Advised Kingsport Tennessee managers in facility openings and pricing
- Completed employee performance reviews
- Attended Town Safety Committee meeting
- Second round of ordering the CAC promotional brochure for hotel distribution
- Interview with freelance writer Kelly Anderson, Foxburrow Media, IL



Allison Zuchowski, Aquatic Services Manager

- Hosted and facilitated the NRV Aquatic Forum
- Facilitated CPO training for staff
- Attended and successfully completed the Aquatic Facility Operator Instructor School in Ashburn, VA
- Attended the Aquatic Exercise Association workshops hosted at the CAC for CEU's
- Attended an AFO refresher course
- Taught American Red Cross CPR for the Healthcare Provider class
- Taught American Red Cross Lifeguard Training class
- Hired eight new lifeguards for our Aquatic Team



Stephanie Goens, Lifeguard Supervisor

- Created a new bulletin board downstairs for staff and public knowledge.
- Completed a hazard assessment for facility
- Helped with an orientation process for new members
- Revisions of the Lifeguard Staff Manual & Risk Management Plan

Melissa Callahan, Facility Coordinator

Total Memberships Sold:

- Resident: 18
- Non-Resident: 42

Attendance:

- Daily Resident Passes: 1,703
- Daily Non-Resident Passes: 769
- Dry Passes: 379
- Memberships Scans: 2,984



We have started spring off with a splash!

- Still learning the ropes here at the CAC
- We had to postpone our introduction to the CAC mermaid until June due to the costume not being completed
 - We have started making additional decorations for the parties including: fish lanterns that will hang from the ceiling and a painted mural. All decorations were created by the CAC Staff.
- Had 23 parties in April.
- Had 4 room rentals in April.
- Birthday Parties, Room Rentals and Towel Revenue: \$4,802.00
- Created/Started distributing flyers for the H2O For 2 Class beginning May 7th.
- Created/Started distributing the CAC Pool Party flyers. The flyer promotes our new prices and Whale of a Tale package.
- Re-created evaluation sheets for birthday parties and put into effect.
- Bought items and started stuffing our favor bags for the Whale of a Tale parties.
- Completed lifeguard recertification.
- Attended at two day Aquatic Education Association course to maintain certification as an aquatic instructor.
- Covering from desk due to staff shortage.
- Managed an after-hours party.
- Goals for May:
 - Evaluate party hosts and front desk staff.
 - Hire and train more staff for the summer.
 - Promote “H2O For 2” class to OBGYN offices.
 - Put out pizza bids for birthday parties.
 - Waiver for H2O For 2 Class.



Lauren Woodcock, Program Supervisor

- LTS-Spring 1 & 2 128
- SwimGym 17
- Ai Chi 3+passes
- Morning Fit 4+passes
- Warm Water Workout 14+passes
- Aqua Boot Camp 5+passes
- Aqua Zumba 4+passes
- Private lessons 11 unique members (29 uses)
- Water fitness passes 29 unique members (161 uses)
- **Total participants for February 215(365)**

April Events

- LGT class April 26-28- 5 enrolled
- LGT recert April 26 &27- 6 enrolled 5 Staff
- LTS spring sessions began April 6th
- AEA certification April 13 &14- 4 certifications & 22 continuing education credits
- AFO certification April 16 &17- 9 certifications & 1 renewal
- Updated big screen slides
- Brochure distributed to schools, libraries, gov't buildings, etc.
- April 25th- Family Fit Night at Kipps Elementary
- Attended Aquatic Forum April 3rd

Upcoming May Events

- LGT class May 24-26
- Summer registration begins May 1
- H2O for 2 begins-pregnancy aerobics
- Adding lunchtime SwimGym
- New swim instructors hired



Bill Beecher, Competitive Coordinator

- Set up Virginia Tech's Alumni Meet
- Set up Bluefins practice schedule and fees
- Held organizational meeting for the Bluefins
- Discussed with H2OKIES bid's for USS meets



Wayne Hunter, Maintenance Superintendent

- Repaired piping on comp pool #2 filter
- Replaced broken valve gear on piping comp pool
- Changed air filters
- Schindler elevator here to repair door on elevator
- Met with Tom Kirby with Kirby insulation about P A C units
- Replaced solenoid valve on water cooler
- Replaced valve on chlorinator
- Order soc duct
- Replaced gas valve on P A C unit #4
- Replaced burnt board on u v unit comp pool
- Finished testing and repairs on backflow valves
- Exterminator here
- Repaired weda pool vacuum burnt contactor
- Met with Jim McQuail insulation on p a c units



Aquatic Center Revenue Report

April 1- 30, 2013

Days of Operation	30
Facility Closed for Meets	0
Holiday Closings	0
Meets Held (without Facility Closure)	2

Memberships

Non-Resident Membership	18
Resident Membership	42
Total Memberships	60

Attendance

Daily Resident Pass	1,703
Daily Non-Resident Pass	769
Dry Pass	379
Member Scan	2,984
Programs, Rentals	405
Total Attendance	6,240
Daily Average	208

Revenue

Facility Revenue	\$3,965
Daily Admission	8,584
Program Revenue	7,775
Retail Revenue	485
Food Concessions	436
Membership Revenue	9,716
Gift Certificates	-
Competitive Meet Revenue	28,475
Refund	-
Over/Short	-
Total Revenue	\$59,436

Birthday Parties	23
-------------------------	----

**Christiansburg Planning Commission
Minutes of May 13, 2013**

Present: Matthew J. Beasley
Ann H. Carter
Harry Collins
M.H. Dorsett, AICP
David Franusich
Jonathan Hedrick
Steve Huppert
Ashley Parsons
Joe Powers, Vice-Chairperson
Jennifer D. Sowers
Nichole Hair, Secretary ^{Non-Voting}

Absent: Craig Moore, Chairperson

Staff/Visitors: Kali Casper, staff
Missy Martin, staff
Cindy Wells Disney, Montgomery County Planning Commission Liaison
David Reno
Two others

Vice-Chairperson Powers called the meeting to order at 7:00 p.m. in the Christiansburg Town Hall at 100 E. Main Street, Christiansburg, Virginia to discuss the following items:

Public Comment.

Vice-Chairperson Powers opened the floor for public comment. Mr. David Reno addressed the Commission on the Conditional Use Permit request for 820 Park Street. Vice-Chairperson Powers asked Mr. Reno what he would like to do with the use of the property. Mr. Reno responded he would like to be placed on the call tow lists for the Town and County. Mr. Reno indicated he also repossesses vehicles and would like to help the community as a business owner and provide quality service. Vice-Chairperson Powers asked the Commissioners to hold questions during the public comment portion. Vice-Chairperson Powers closed the floor for public comment.

Approval of meeting minutes for April 22, 2013.

Vice-Chairperson Powers introduced the discussion. Ms. Hair noted the minutes on the current agenda have the incorrect minutes date and Commissioner Beasley was left off of the attendance list. Commissioner Dorsett made a motion to approve the minutes with the proposed changes to the April 22, 2013 Planning Commission meeting minutes. Commissioner Collins seconded the motion which passed 8-0. Commissioner Parsons abstained from voting.

Commissioner Sowers entered the meeting at 7:09 p.m.

Planning Commission discussion on a Conditional Use Permit request by David L. Reno (agent for property owner Shan Carroll) for a towing service at 820 Park Street, N.E. (tax parcel 498-((6))-1-13) in the I-2 General Industrial District. The Planning Commission Public Hearing was held on April 22, 2013

Vice-Chairperson Powers opened the discussion asking staff to address questions from the previous meeting concerning the request. Ms. Hair discussed current photos of property to show how the property will be utilized.

Commissioner Huppert asked if Mr. Reno will be storing vehicles inside the building and asked what happens with repossessed vehicles. Mr. Reno replied he can only keep repossessed vehicles for 48 hours before releasing the vehicles to an auction house. Mr. Reno stated the vehicles will not be on site for more than 3 to 4 days, unless insurance adjusters are slow in their process. Vice-Chairperson Powers requested clarification on the process if someone does not pick up a vehicle. Mr. Reno stated the vehicle will stay on the lot for 10 days before a mechanics lien can be filed. Mr. Reno added after 30 days he will take the vehicle and junk it normally.

Commissioner Dorsett asked how many cars would be stored on this property. Mr. Reno showed on the Zoning map where the proposed privacy fence will be located and stated approximately 8 to 10 cars will be stored in the fenced area comfortably.

Vice-Chairperson Powers asked Mr. Reno to detail the location of the property line between 820 Park Street and the existing paving company. Mr. Reno showed the Commissioners on the aerial map the location is approximately behind the telephone pole to the rear left of the property. Vice-Chairperson Powers verified with Ms. Hair that industrial zoning setbacks can be up to the property line. Ms. Hair replied yes.

Vice-Chairperson Powers asked Mr. Reno if to the right of the structure is employee parking and will cars be stored in those spaces. Mr. Reno replied that all vehicles will only be stored within the fenced area or inside the building. Commissioner Dorsett asked for clarification on how many vehicles can be stored inside the building. Mr. Reno answered approximately 8 cars can be stored inside. Commissioner Dorsett asked Mr. Reno what is the width of the building. Mr. Reno replied he does not know the measurement at this time. Vice-Chairperson Powers asked if only repossessed vehicles will be stored inside and if the towed vehicles are outside. Mr. Reno replied yes.

Commissioner Hedrick asked about how vehicles will be taken in and out of the property. Mr. Reno replied not all towed vehicles will be taken to the property as he can take some directly to an auction. Commissioner Hedrick asked if he will be blocking the right of way to the other businesses. Mr. Reno replied he will not block the entrance at any time and showed on the map how vehicles will be coming in and out of the property. Mr. Reno stated he will be using the left entrance to the property because the right entrance would be steep. Commissioner Huppert asked how many employees Mr. Reno will staff. Mr. Reno replied approximately 3.

Planning Commission discussion on a Conditional Use Permit request by David L. Reno (agent for property owner Shan Carroll) for a towing service at 820 Park Street, N.E. (tax parcel 498-((6))-1-13) in the I-2 General Industrial District. The Planning Commission Public Hearing was held on April 22, 2013 - (continued).

Vice-Chairperson Powers asked Ms. Hair to review the documents for the Conditional Use Permit request. Ms. Hair proceeded to detail all requested documents from the previous meeting, including the DMV bulk property carrier classification Mr. Reno falls under. Ms. Hair provided Section 30-144 of the Town Code which requires a Conditional Use Permit for similar uses listed in the section. Ms. Hair added the only change made to the drafted conditions is item 12: "This permit shall be valid for David Reno, the present applicant only and is non-transferrable." Vice-Chairperson Powers asked if the conditions were drafted from previous towing requests. Ms. Hair replied yes. Vice-Chairperson Powers discussed the remaining conditions.

1. The property is to be maintained in a clean, sanitary, and slightly manner.
2. This permit is for a towing service, not a commercial garage or body shop or for conducting bodywork.
3. All parts, including faulty parts, tires, etc. are to be kept inside the garage or a fully enclosed building (including a roof) until disposal.
4. All waste petroleum products and/or chemicals are to be disposed of properly and are not to accumulate upon the premises. Provisions are to be made for the capture of leaking petroleum products and/or chemicals.
5. There will be no storage of vehicles upon the premises except for vehicles left for temporary storage. All vehicles are to be kept on-premises and not within any public right-of-way or adjacent property. Any towed vehicles are to remain on-premises no longer than six months.
6. Mechanical work is not to be performed on-site.
7. There are to be no loud offensive noises so as to constitute a nuisance to the residential properties in the vicinity.
8. There are to be no discernible noises to residential properties in the nearby vicinity between 7:00 p.m. and 7:00 a.m.
9. This permit shall be revocable for violations of Chapter 3 "Advertising" of the Christiansburg Town Code occurring on the property.
10. All towed vehicles are to be screened from adjoining properties and rights-of-way.
11. This permit shall be subject to administrative review on an annual basis.
12. This permit shall be valid for David Reno, the present applicant only and is non-transferrable.

Vice-Chairperson Powers asked where the closest residential use is located. Ms. Hair replied a townhouse development is located to the left of the paving company. Commissioner Collins asked how condition # 8 could be an issue. Ms. Hair responded trucks can be loud at night but no complaints have been brought to her attention. Commissioner Franusich asked if a weight limit is currently enforced for towing on Park Street. Ms. Hair replied no, not at this time.

Planning Commission discussion on a Conditional Use Permit request by David L. Reno (agent for property owner Shan Carroll) for a towing service at 820 Park Street, N.E. (tax parcel 498-((6))-1-13) in the I-2 General Industrial District. The Planning Commission Public Hearing was held on April 22, 2013 - (continued).

Commissioner Hedrick asked if the vehicles would be towed away by other parties. Commissioner Dorsett added if there would be room for transporters. Mr. Reno answers yes because the transporters will be small rollbacks. Mr. Reno added all vehicles, if picked up, will be by appointment only. Mr. Reno stated no driveways will be blocked during towing or pick up times.

Commissioner Hedrick asked if between the hours of 7 p.m. and 7 a.m. are busy. Mr. Reno replied this would depend on wrecks and other services he may be requested for. Commissioner Hedrick asked if transporters would have appointments at night. Mr. Reno replied no, only during the day.

Vice-Chairperson Powers asked Ms. Hair about annual inspections. Ms. Hair stated inspections would be performed annually. Ms. Hair added the Police Department would contact the Planning Department if there is an issue regarding noise. Commissioner Beasley asked if condition 6 will limit Mr. Reno to all mechanical work or can he work on his personal vehicle. Ms. Hair responded Mr. Reno could be limited to mechanical work on his own vehicles. Vice-Chairperson Powers requested the condition be reworded to limit mechanical work to the owner's personal vehicle.

Vice-Chairperson Powers inquired about fencing as a condition. Ms. Hair replied in the past a privacy fence or chain link fence with privacy slates has been accepted. Commissioner Dorsett asked Mr. Reno if he will use any type of security. Mr. Reno replied yes he will be installing a surveillance camera.

Commissioner Collins made a motion to recommend approval of the Conditional Use Permit request to Town Council with the drafted conditions. Commissioner Sowers seconded the motion. Commissioner Carter thanked Mr. Reno for attending the meeting and for a nice presentation. Vice-Chairperson asked for all in favor to raise their hand. All Commissioners raised their hands. The motion passed 10-0.

Work Session – Comprehensive Plan

Vice-Chairperson Powers opened the discussion in work session. Commissioner Dorsett made a motion to go into work session. Commissioner Franusich seconded the motion which passed 10-0.

The work session on the Land Use & Planning Chapter of the Comprehensive Plan was held.

Commissioner Carter made a motion to close the work session. Commissioner Hedrick seconded the motion which passed 10-0.

Other Business

Vice-Chairperson Powers asked for any other business. Ms. Hair opened the discussion with the review of proposed rate and fee increases for public hearings. Ms. Hair stated the packet she has provided to the Commissioners included these documents.

Ms. Hair provided a description of the interactive GIS on the Town website. Ms. Hair discussed how Town staff imputed all of the data into a database to be utilized with the map. Ms. Hair added the process was approximately six to nine months. Ms. Hair described how citizens may utilize this system and look at current Conditional Use Permits. Commissioner Dorsett asked if the interactive GIS included inactive Conditional Use Permits. Ms. Hair replied the program only shows active Conditional Use Permits.

Ms. Hair added a reminder about the upcoming Planning Commissioners training held on Wednesday, May 15th and to meet at the Town Recreation Center by 5:15 to ride the van over. Ms. Hair also added to please let her know if any of the Commissioners would not be riding over in the van.

Commissioner Collins asked if 820 Park Street would need an access entrance to the property. Ms. Hair replied if one is needed, than an access easement would be deeded for this property.

Commissioner Franusich asked about the use on a parcel of land located at the corner of Depot Street and N Franklin Street. Ms. Hair replied the property is zoned Industrial because the previous structure was a mill. Ms. Hair described how the property is located within the flood plain and the property would be difficult to develop.

Commissioner Franusich would like to discuss the downtown parking regulations for the Central Business District. Ms. Hair responded the Development Subcommittee will be working this summer on the project and Mr. Franusich is invited to attend the subcommittee meetings to discuss the issue.

There being no more business Vice-Chairperson Powers adjourned the meeting at 8:32 p.m.

Joe Powers, Vice-Chairperson

Nichole Hair, Secretary^{Non-Voting}

Land Use & Planning

Land use decisions create lasting implications for transportation systems, infrastructure systems, the environment, cultural resources, civic systems including public safety and recreation, and community and economic development. Successful land use planning accounts for these implications and ensures adequate provision of public facilities and services to address these issues. Land use planning guides the physical development of land within the Town addressing location, type, and intensity of use as well as public infrastructure and facilities. Well planned land use decisions are key in creating, maintaining, and enhancing a livable community.

Land use planning accounts for existing conditions and historical development patterns and increases transparency in zoning and land use decisions by showing the process behind decisions. Coordinating individual decisions through a larger development framework reduces conflicting land uses and balances public and private needs. Through directed physical development, effective land use planning includes the provision of adequate fiscally responsible public facilities and services including public safety, recreation, and infrastructure; an integrated, efficient transportation system; the promotion of community and economic development; and the protection of natural and cultural resources.

Primary Land Use & Planning Goal

Guide and manage physical land development and community growth through a transparent citizen-based process that protects natural and cultural resources, promotes community and economic development, allows for an integrated, efficient transportation system, and plans for the provision of cost-effective public facilities and services while remaining compatible with community character. Ensure the supply of diverse and affordable housing through land use and planning to meet the needs of all Town residents.

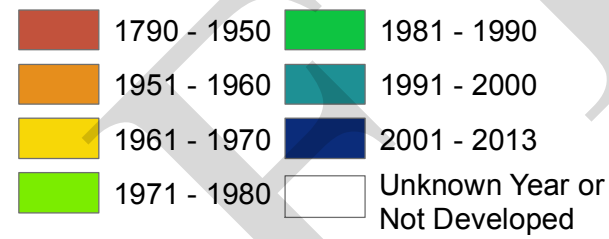
Existing and Future Land Use & Planning

Historically, development in Christiansburg centered around the courthouse creating a compact business district in the present downtown area. Development spanned outward from the downtown along the major rail and road routes. Due to three annexations, multiple boundary adjustments, and inclusion of the former Town of Cambria, Christiansburg is now more than twelve times larger in land area than at the time of incorporation in 1833. Currently, Christiansburg is approximately 14.1 square miles. The following maps depict the development of land over time in Christiansburg and show the current Zoning Districts, respectively.

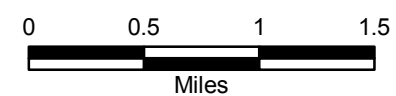
Zoning Map

Town of Christiansburg Development Over Time

Time Period Built



— Local Roads



Map prepared by Town of Christiansburg Engineering
and Planning Departments. May 10, 2013.
T:\GIS\Planning\CompPlanMaps\2013Update\Land Use\DevelopmentOverTime.mxd

The following table provides statistics showing the approximate land area and percentages of each Zoning District as of May 2013. This area does not include street rights-of-way.

Christiansburg Land Area and Percent of Total Area by Zoning District (May 2013)

Zoning	District	Area (Acres)	Percent of Total Area
A	Agricultural	2,084.3	26.6%
R-1A	Rural Residential	239.0	3.0%
R-1	Single-Family Residential	1,735.7	22.1%
R-2	Two-Family Residential	727.5	9.3%
R-3	Multi-Family Residential	774.4	9.9%
R-MS	Residential Manufactured Home Subdivision	0.0	0.0%
MU-1	Mixed Use: Residential-Limited Business	100.8	1.3%
MU-2	Mixed Use: Residential-Limited Business-Limited Industrial	7.6	0.1%
B-1	Limited Business	66.7	0.9%
B-2	Central Business	68.0	0.9%
B-3	General Business	1,275.4	16.3%
I-1	Limited Industrial	56.2	0.7%
I-2	General Industrial	709.6	9.0%
Total of Agricultural Districts		2,084.3	26.6%
Total of Residential Districts		3,476.6	44.3%
Total of Mixed Use Districts		108.4	1.4%
Total of Business Districts		1,410.1	18.0%
Total of Industrial Districts		765.9	9.8%
Total Area in all Zoning Districts		7,845.2	100.0%

Source: Town of Christiansburg

According to the zoning map, residential uses are the largest land classification within Christiansburg. Excluding special residential uses in business districts, almost 45% of Town's land area is residential. Since the adoption of the 2003 Christiansburg Comprehensive Plan, the Town's residential zoning districts have increased approximately 150 acres. Most of these 150 acres were previously in agricultural or forestry use in the Northwest quadrant of Town. Additional residential growth is expected to occur through rezoning of agricultural land, which accounts for over 25% of the Town's land area. This growth will likely be limited by availability of infrastructure and environmental challenges to development.

According to the zoning map, commercial uses account for 18% of the land area within Christiansburg. Commercial development in Christiansburg includes a regional retail hub surrounding the Peppers Ferry Road/North Franklin Street intersection and a regional automotive center along eastern Roanoke Street. In addition to these regional business centers, commercial development is located along the North Franklin Street corridor, Roanoke Street corridor, Radford Street corridor, and in the two downtown areas. Continued commercial development and infill redevelopment is expected along these major roadways.

According to the zoning map, industrial zoning accounts for approximately 10% of the Town's land area. The majority of industrial development within Christiansburg is concentrated in two industrial parks: the Christiansburg Industrial Park and the Falling Branch Corporate Park. Additional industrial sites are located throughout Town primarily limited by topography. Buffering industrial uses from less intense land uses is critical for future land use within the Town. Expansion of industrial uses will be limited to areas with suitable topography and protected from sensitive environmental features.

While mixed uses zoning districts contain just over 1% of the Town's land area, mixed use development is very common in the two downtown areas. Historic downtown and Historic Cambria were settled by traditional development patterns including a mix of commercial and residential uses within individual structures. This type of mixed use allows for pedestrian scale and orientation and can generate 24 hour footprints. Infill development and redevelopment in these two historic areas will enhance community character in the future.

In addition to these defined zoning classifications, areas dedicated to open space including parkland are not separately delineated. While some of these areas are developed parks and facilities, other areas may be designated as conservation areas due to environmental restrictions.

Housing

As previously mentioned, residential zoning districts account for almost 45% of Christiansburg's total land area. As shown in the following table showing housing growth, this classification will likely continue to grow as Christiansburg does.

1990-2010 Housing Growth

	Number of Units 1990	Number of Units 2000	Number of Units 2010	Percent Change 1990-2000	Percent Change 2000-2010
Total	6,267	7,430	9,556	18.6%	29.0%

Source: U.S. Census Bureau, 1990, 2000, and 2010 U. S. Census of Population and Housing.

Christiansburg provides a diverse housing market in order to meet the needs of current and future residents. Single-family, duplex, townhouse, condominium and apartment units are available within the Town. The variety of housing units presents a wide variety of amenities to accommodate varying housing demand. In addition, Christiansburg has a relatively low vacancy rate when compared with Virginia and the nation as a whole.

2010 Occupied Housing Units, Vacant Housing Units, and Vacancy Rates

	Town of Christiansburg		Montgomery County	Virginia	United States
Occupied Housing Units	8,873	92.9%	92.7%	90.8%	88.6%
Vacant Housing Units	683	7.1%	7.3%	9.2%	11.4%
Total Housing Units	9,556	100.0%	100.0%	100.0%	100.0%

Source: U. S. Census Bureau, Census 2010, Summary File 1, Tables H3, H4, H5, and HCT1.

Availability of housing can affect affordability and property values. Moreover, substandard housing is a serious problem that creates health and safety issues. Christiansburg supports the provision of affordable housing for all socioeconomic levels as it is a recognized need within the region. Christiansburg must also support the provision of housing for other groups that are often overlooked by typical housing developments including the elderly, the disabled, and the homeless. In addition to new housing growth, maintenance and preservation of existing housing and neighborhoods in Christiansburg is vital. These maintenance and preservation goals can be addressed through funding assistance as noted below as well as increased code enforcement provisions.

The New River Valley HOME Consortium is a regional organization comprised of representatives from the counties of Floyd, Giles, Montgomery, and Pulaski, the City of Radford, and the Towns of Blacksburg, Christiansburg, Pearisburg, and Pulaski that receives funding from the U.S. Department of Housing and Urban Development (HUD). The program provides an opportunity for participating localities to plan for and address housing needs on a regional basis. HOME funds assist in the construction of affordable housing, the purchase of property for development, the rehabilitation of existing property, and/or rental assistance and down-payment assistance. The New River Valley Planning District Commission partners with participating jurisdictions to undertake the consolidated planning process and assists in the program administration. The HOME program offers localities the flexibility to develop projects that capitalize on community partnerships to offer affordable housing to the region.

The Town of Christiansburg 2010-2015 Consolidated Plan and the Town's Annual Action Plan (a Comprehensive Community Development Plan) was prepared by the Town as required by HUD as part of the Town's designation as an Entitlement Community. Town Council adopted a resolution for the submittal of the most recent plan on August 17, 2010. The plan includes an analysis of homeless issues, an analysis of population with special needs, information on housing needs and assistance, a housing market analysis, barriers to affordable housing, an analysis of community development issues, and a strategic plan.

Housing Goal

Provide a diverse, affordable, accessible, and safe housing supply sufficient to meet the needs of all residents.

Implementation Strategies

- Continue to support local and regional partnerships to provide affordable housing opportunities to residents.
- Create and enforce maintenance standards on rental housing.
- Ensure equitable enforcement of property maintenance according to Town Code.
 - Hire code enforcement staff to create proactive code enforcement.

- Enforce regulations regarding home maintenance including yard upkeep.
- Create a mechanism to address recurring violations in a proactive and timely manner.
- Evaluate existing neighborhoods for opportunities to create connections to trails and sidewalks.
- Ensure a wide range of housing types and choices within neighborhoods including accommodations for those with special needs.
 - Promote housing with universal design features to support aging in place.
- Maintain and enhance the stability and integrity of Christiansburg's older neighborhoods.
 - Ensure new housing developments and infill structures are designed in context with existing built neighborhoods, complement the overall character and architecture of the neighborhood, and do not overtax existing public infrastructure.
- Develop an effective and efficient program for condemning dilapidated properties.

Existing and Future Land Use & Planning Goal

Land development and community growth must be undertaken in an orderly manner that is compatible with community character, protects important environmental features, and provides a fair return on public investment. The land use decision-making process must be open and transparent and encourage community and stakeholder collaboration.

Implementation Strategies

- Educate citizens to ensure an understanding of zoning and land use regulations and decisions.
- Guide growth and development in a logical and consistent manner.
 - Ensure development is compatible with surrounding uses through buffers and other techniques.
- Develop and implement consistent development standards.
 - Periodically inspect developments for compliance with site plan for signage, stormwater management, and other features.
- Revise and rewrite the zoning ordinance and subdivision ordinance as needed to ensure consistency with the Comprehensive Plan.
 - Use plain language when revising the zoning ordinance and subdivision ordinance.
- Revise the current zoning designations of Town property to better align with actual physical use.
- Limit development in environmentally sensitive areas.
- Promote environmentally friendly neighborhoods and housing developments.
 - Protect environmental features (e.g. floodplains, karst) in new residential development.
 - Preserve important scenic views, woodlands, and natural areas.
 - Control stormwater runoff in new residential developments and subdivisions. **See Infrastructure Services Chapter and Environment Chapter.**
 - Encourage common open spaces and playgrounds in new development.
- Ensure land use decisions are integrated with transportation decisions to maintain or improve access to various uses and prevent future gridlock.

- Promote connected and walkable neighborhoods. Promote multiple entrances, interconnected streets, and pedestrian sidewalks or trail linkages for neighborhood development.
- Effectively manage traffic and encourage attractive and safe pedestrian-friendly environments through landscaping and traffic calming features.
- Eliminate code violations that degrade the appearance and quality of life within neighborhoods and affect the public health, safety or welfare of occupants.
- Encourage cluster development to preserve natural resources and increase the provision of open space.
- Work to achieve a balance between residential, commercial, and industrial land uses in order to provide adequate support services, quality employers, and a sustainable tax base.
 - Encourage innovative economic development initiatives that enhance community character and the environment.
- Promote new infill development and redevelopment utilizing existing infrastructure.

Future Land Use Map

The Future Land Use Map visualizes how the Town will develop and grow in the long term future. In contrast, the Zoning Map is typically utilized as a tool to implement the Future Land Use Map. Explanations of the classifications for the Future Land Use Map are given below.

Residential

Residential development is the predominant land use in these areas. Type and intensity of housing development will be determined by zoning classification and other constraints.

Commercial

Commercial development including retail, office, and service uses are typical in this classification. Type and intensity of these developments will also be determined by zoning classification and other constraints.

Active and Passive Recreational Areas

This category includes active and passive recreational areas including associated facilities and other incidental uses. This category also includes cemeteries, museums, and cultural resources where appropriate but excludes dedicated open spaces within subdivisions.

Mixed Use

Mixed use areas allow for residential and non-residential development in one area. The ratio of residential to non-residential uses in these areas varies. Mixed use may indicate vertically mixed uses within a building or horizontally mixed uses within a larger development area. Mixed use denotes pedestrian scale and orientation, complementary uses, and promotion of a 24 hour footprint.

Industrial

Industrial use includes manufacturing, processing, and warehousing uses including incidental uses such as loading and parking.

Buffer – Industrial

This classification allows for industrial uses with less significant external impacts. These areas necessitate serious considerations with regard to buffering from less intense adjoining land uses.

Buffer – Residential/Commercial

This classification typically allows for higher intensity residential uses and low impact commercial uses. These areas also necessitate serious considerations with regard to buffering the surrounding land uses.

Floodplain

This classification is an overlay for other Future Land Use classifications. This designates areas that are subject to flooding during 100-year and 500-year floods. New development within the 100-year floodplain is discouraged and is governed by the Zoning Code.

Conservation - Limited Development











This classification does not appear on the Future Land Use Map but includes areas with steep slopes (over 25%). A map denoting these areas is included in the appendix for reference and is utilized during the development review process.

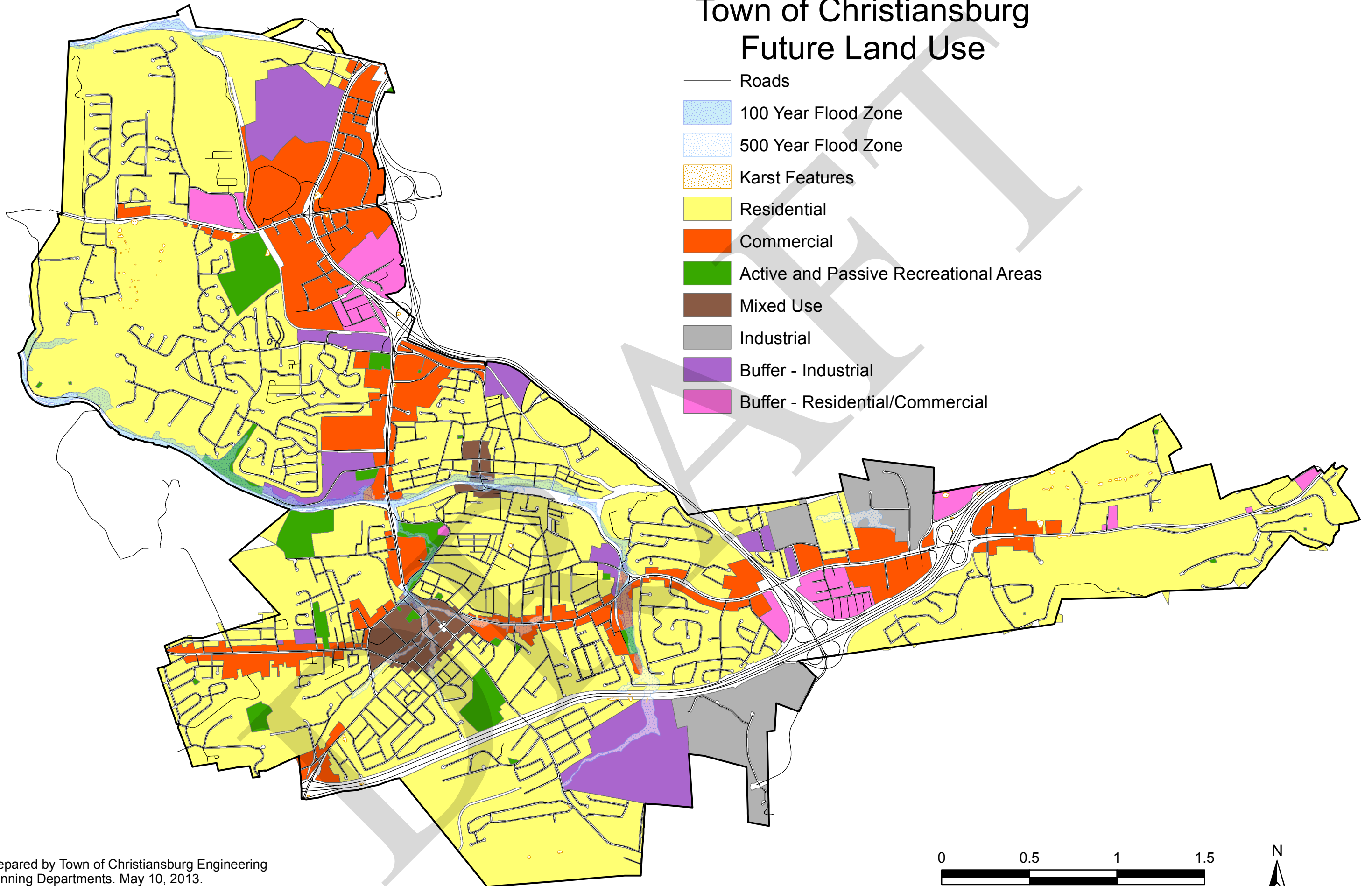
The following table depicts the percentage of total land area for each classification for the Future Land Use Map.

Future Land Use Classification	Percent of Total Area
Residential	69.6%
Commercial	12.3%
Active and Passive Recreational Areas	2.9%
Mixed Use	1.5%
Industrial	4.4%
Buffer – Industrial	6.3%
Buffer – Residential/Commercial	3.0%
Total Area in all Future Land Use Classifications	100.0%

Source: Town of Christiansburg

Town of Christiansburg Future Land Use

- Roads
-  100 Year Flood Zone
-  500 Year Flood Zone
-  Karst Features
-  Residential
-  Commercial
-  Active and Passive Recreational Areas
-  Mixed Use
-  Industrial
-  Buffer - Industrial
-  Buffer - Residential/Commercial

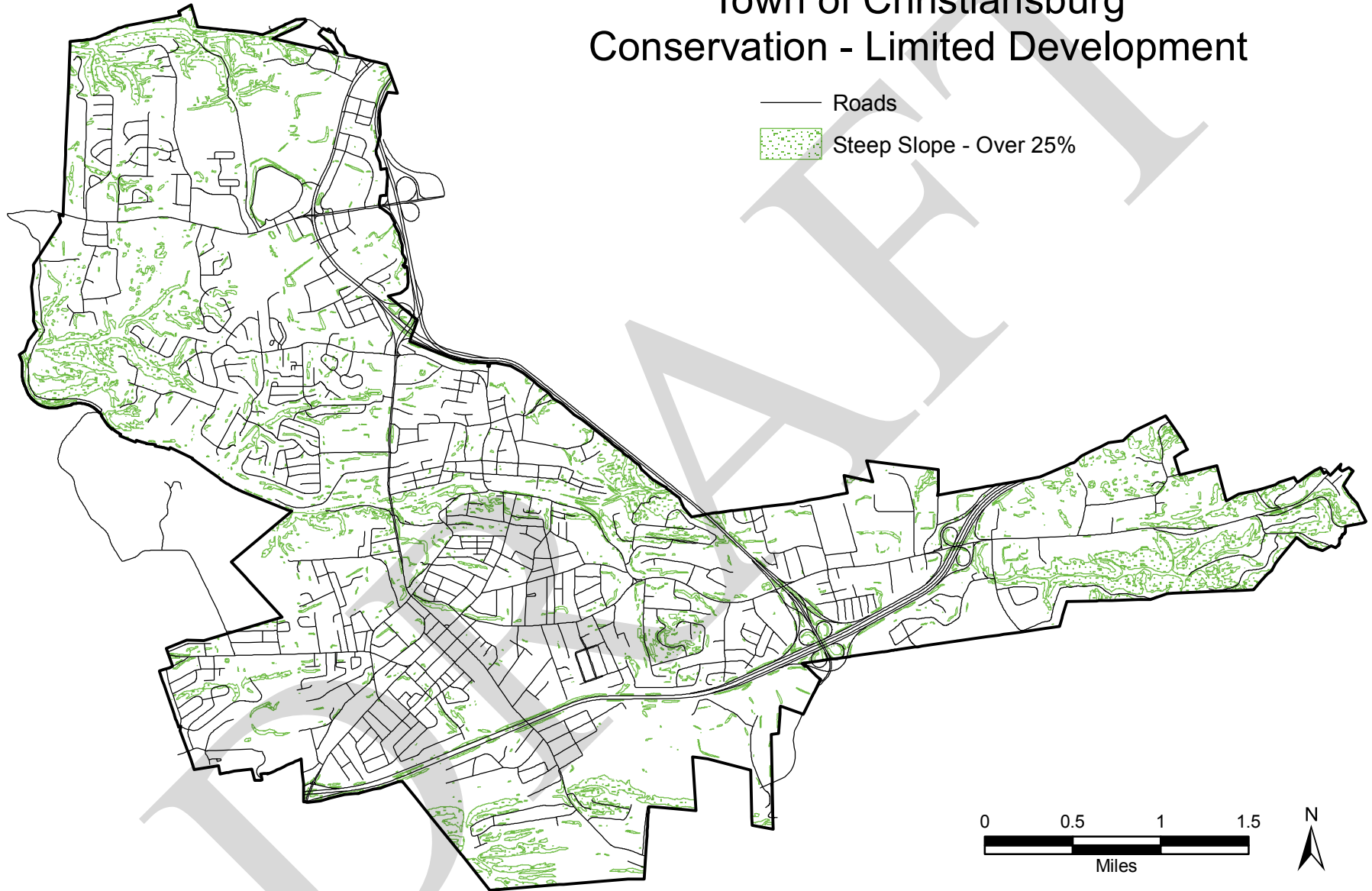


Map prepared by Town of Christiansburg Engineering
and Planning Departments. May 10, 2013.
T:\GIS\Planning\CompPlanMaps\2013Update\Land Use\FutureLandUse.mxd



Town of Christiansburg Conservation - Limited Development

- Roads
- Steep Slope - Over 25%



Map prepared by Town of Christiansburg Engineering
and Planning Departments. May 10, 2013.
T:\GIS\Planning\CompPlanMaps\2013Update\Land Use\ConservationLimitedDevelopment.mxd