

Bradley E. Grose, Mayor
Robert R. Altice, Councilmember
Carolyn D. Fidler, Vice Mayor
Matthew S. Hare, Councilmember
William "Wes" Nance, Councilmember



Vinton Municipal Building
311 South Pollard Street
Vinton, VA 24179
(540) 983-0607

Vinton Town Council
Council in the Neighborhood Meeting
W. E. Cundiff Elementary School
1200 Hardy Road
Tuesday, February 21, 2012

AGENDA

Consideration of:

- A. 6:00 p.m. - MEET AND GREET**
- B. 6:30 p.m. - CONDUCT NEIGHBORHOOD MEETING**
- C. 7:15 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- D. MOMENT OF SILENCE**
- E. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- F. CONSENT AGENDA**
 - 1. Consider approval of minutes for Council Meeting of February 7, 2012.
 - 2. Consider adoption of a Resolution authorizing the Town Manager to execute a Mutual Aid Agreement between the Town, Bedford County and Roanoke County for Emergency Fire and EMS services.
- G. AWARDS, RECOGNITIONS, PRESENTATIONS**
 - 1. Officer of the Month for January 2012 – Officer Timothy Lawless
- H. CITIZENS' COMMENTS AND PETITIONS** - This section is reserved for comments and questions for issues not listed on the agenda.
- I. PUBLIC HEARING**
 - 1. VA DHCD Community Development Block Grant (CDBG) for the Downtown Business District Revitalization Project.

- a. Report from Staff
- b. Conduct Public Hearing

J. TOWN ATTORNEY

K. TOWN MANAGER

ITEMS REQUIRING ACTION - NONE

BRIEFINGS - NONE

L. MAYOR

M. COUNCIL

N. ADJOURNMENT

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.
Reasonable efforts will be made to provide assistance or special arrangements to qualified individuals with disabilities in order to participate in or attend Town Council meetings. Please call (540) 983-0607 at least 48 hours prior to the meeting date so that proper arrangements may be made.

NEXT TOWN COUNCIL MEETINGS:

- March 6, 2012 – 6:00 p.m. – **Budget Work Session (regular meeting to follow at 7:00 p.m.)** – Council Chambers
- March 21, 2012 – 6:30 p.m. – **Council in the Neighborhood Meeting** – Herman L. Horn Elementary School, 1002 Ruddell Road

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 5:30 P.M. ON TUESDAY, FEBRUARY 7, 2012, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT: Bradley E. Grose, Mayor
Carolyn D. Fidler, Vice Mayor
Robert R. Altice
Matthew S. Hare
William W. Nance

STAFF PRESENT: Christopher S. Lawrence, Town Manager
Elizabeth Dillon, Town Attorney
Susan N. Johnson, Town Clerk
Consuella Caudill, Assistant Town Manager/Economic Development Manager
Stephanie Dearing, Human Resources Director
Lijah Robinson, Accounting Manager
Chris Linkous, Fire/EMS Captain
Joey Hiner, Assistant Public Works Director

The Mayor called the work session to order at 5:30 p.m.

The Town Manager briefed Council on the Cost of Service Study on Water and Wastewater Rates which was prepared by Mike Kennedy, the former Public Works Director. He first summarized the first 24 slides of a Power Point presentation relating to the need for the study; the methodology; reference sources, principles of rate setting; customer classes; process steps; identifying revenue requirements; cost allocation to customer classes and cost categories and rate structure design. These slides were presented to Council at their September strategic planning session.

Vice Mayor Fidler asked about our Gain Sharing Agreement with Roanoke County. The Town Manager said that in 2019 our Gain Sharing Agreement expires, but the Water and Sewer Agreement is a 50 year agreement. That Agreement includes all of the East County area.

The Town Manager continued by stating that any final figures will have to be refined based on current information. The rate structure suggested in the study is the same as the current structure which has fixed and volumetric charges by customer class.

The next slide related to determining the revenue requirements. It projects over the next five years from FY12 to FY16 the total operating and maintenance costs,

the existing debt and how to fund a reserve account. The current rate structure is not designed to fund a reserve. The reserve was basically created with a surplus at the end of the year, but the last several years there has been a deficit and the reserve has been used up.

The study also provides for a rate funded capital for small projects rather than having to incur debt. Of course, to take on much larger projects we will have to take on new debt in the future which is shown beginning in FY14. The Town Manager commented that the reserve is cumulative and does not have to be funded every year, but once we get to a certain amount we need to try to keep it at that level.

The Town Manager then commented on the William Byrd High School subsidy and indicated that when a new rate structure is designed we need to factor in that subsidy. Also, the credits listed are those given to customers for excess water usage due to a broken water line, leaking toilet, etc.

The next slide showed the revenue requirements based on water and wastewater administration and operation and maintenance. The next three slides showed revenue requirement estimates by account codes.

Mr. Altice commented that the regulations that are handed down for wastewater really cost. The Town Manager commented that we have two big expenses from the Water Authority which are regulation driven in the amount of \$1,380,000. The next slide showed all the current debt the Town has for five projects.

Mr. Hare commented on operating and maintenance costs. By doing nothing but increasing it assumes that we are not going to find a better way to do what we do. That is not sustainable. Showing a 25 percent increase in operating and maintenance costs of which 23 percent is salary increases is going to be a hard sale. The Town Manager agreed, but the projections assume a salary increase each year which probably is not going to be a reality. It is true that the more lines we can replace, the less maintenance will be required, but it is difficult to determine what the cost savings will be at this point. Mr. Hare asked if it would be better to take out bonds to replace lines and the Town Manager said we cannot afford it, but ultimately it would help.

Mr. Hare said if we spend a certain amount of money each year to maintain an old system, is it not cheaper to take out bonds, fix the system to begin with and save

money on the maintenance side which may cover the interest expense you would pay.

The Town Manager indicated that our system is very defined and we will not be taking on a lot of new customers in the future. The only direction we could possibly go is into Bedford.

The next slide showed the possible build-up of a reserve account over the next five years to cumulate to a total of \$700,000. The proposed rate increase does not assume that we will have a surplus at the end of the year. All of the projects were identified for FY12 through FY17 with cost estimates. This included the \$472,500 for the improvements to the WWA Tinker Creek Inceptor project and \$907,500 for improvements to WWA WPCP disinfection and solids project. The payments will be made according to the Water Authority's bond schedule.

Some of the capital improvements will be paid for out of rate-funded capital and some will incur debt. Mr. Kennedy indicated that you always want to pay for your design work with cash and not have to include that cost in the debt you incur.

The next slide gave a description of the projects that are currently being paid for with bonds. The Mayor commented that the last DEQ consent order to the Town was in 2006 for wastewater.

Vice Mayor Fidler asked if it would save us any money at the current low rates to refinance the \$10 million. The Town Manager indicated that we already have good rates.

The next slides gave a revenue comparison by customer class for water and wastewater for the present rates and the cost of service rates. The next two slides related to proof test for water and wastewater. There were two approaches that the committee looked at—one is to lower the service charge and shift that cost to water usage. Both scenarios have pros and cons. A higher service charge is more of a guaranteed based rate—based on number of customers not how much water is used. The other approach lowers the service charge rate but those who use a lot of water pay more and those who do not pay less. Mr. Kennedy ran two scenarios one with \$7.55 service charge and one with a \$10.00 service charge and then changed the volumetric rate.

Mr. Nance commented that he thought the cost was more for the system than the water running through the system. The Town Manager agreed that the cost to run the system is more expensive.

The Mayor commented that as far as this type of rate structure, is it going to be more of a burden for the Finance Department to do it this way. We really do not have a water supply problem.

Vice Mayor Fidler asked why the purchased water base rate is more and the meter charge is less. The Town Manager explained because we do not provide any service for the purchased water. Their charge is simply a pass-through expense. Ms. Caudill stated that part is the cost of the water we get from the Water Authority and a \$2.00 administrative fee.

The Town Manager also commented that we have an agreement with the County that we will charge the out-of-town residents and the in-town residents the same. In most utility systems that are owned by a municipality, the town residents pay one rate and the out-of-town residents pay more. That philosophy could be applied to Bedford County.

The Town Manager commented that he had furnished Council sample bills using several different calculations. The next slide showed the projected 5-year revenue forecast. No increase is proposed in the budget for FY13.

Mr. Hare asked when would the proposed rate increase need to go into effect to get the revenue that is projected. The Town Manager said the year before it is needed and there is a possibility of implementing in July. Mr. Nance asked what our timeline would be from here forward and the Town Manager indicated there are some questions that need to be answered and some clarifications to bring back to Council for further consideration.

The Mayor called the regular meeting to order at 7:00 p.m. The Town Clerk called the roll with Council Member Altice, Council Member Hare, Council Member Nance, Vice Mayor Fidler, and Mayor Grose present.

Roll Call

The Mayor welcomed those in attendance. After a Moment of Silence, Vice Mayor Fidler led the Pledge of Allegiance to the U.S. Flag.

Mr. Hare made a motion to approve the consent agenda as presented; the motion was seconded by Vice Mayor Fidler and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) - Altice, Hare, Nance, Fidler, Grose; Nays (0) - None.

Approved minutes of January 17, 2012

The Mayor introduced Billy Wayne Martin to make a presentation to the Vinton War Memorial on behalf of the Jefferson High School Class of 1961. Mr. Martin started his presentation by recognizing classmates who were present along with Vice Mayor Fidler, who was a member of this class. Donna Gray Boyd, one of their classmates, created a document called "Rainbow Wishes". This document is shipped in troop care boxes, displayed in public buildings, military buildings, National Guard Headquarters, July 4th Parades, ROTC classes, Memorial and Veterans Day events and is used by Veterans Administration staff. After reciting the language on the document, he then presented a framed copy of the document to the Mayor for placement at a location that the Town deems most appropriate. The Mayor thanked Mr. Martin and the classmates for their presentation. Vice Mayor Fidler also commented that she was very proud to have been a member of this class.

The Mayor recognized Boy Scout Troop 235 and their leaders who were in attendance.

The next item on the agenda was a presentation by Beth Doughty of the Roanoke Regional Partnership. Ms. Doughty then gave a Power Point presentation of the 2011 annual report. She indicated that overall their activity level has increased 14%. While inquiries were way up, the conversion to projects and prospects suffered and she thinks it is due to a lack of real estate product such as existing buildings and large sites in the area.

The information assistance category was up 46% which she feels is important and they are providing a great community resource. They also strive to continue a relationship with the VEDP and site selection consultants and the activity there has also increased.

She then commented on business development activities and a list of job creations in 2011. It amounted to 863 jobs and \$52 million in investments of which \$23 million was in foreign investments. The second category, outdoor asset development, involves activities which help to promote the area such as the Blue Ridge Marathon. Image building was the next category which includes media resources such as

Facebook, Twitter, four websites, two newsletters and articles in publications.

Ms. Doughty commented that times have changed and you cannot do economic development the way it was done 20 years ago. They are always trying to find new ways to create jobs, investment, attract people, money and ideas to this region. A new initiative for 2011 is the Roanoke Entrepreneur Hub website which has had 8,000 visitors since April.

Some new initiatives were an outdoor benchmark study to compare Roanoke to four other communities relating to outdoor amenities. The number of outdoor amenities and the varieties were competitive, but our area is lacking in businesses associated with this sector. The Roanoke Outdoor Circus was held which attracted 5,000 people. They now have a kiosk which is rotating throughout the region and would like to locate it in the Vinton area if there is a good space. Another initiative is GET2KNOWNOKE on Facebook which is a forum for people to find out what is going on in the region and they hope to expand to its own website.

Mr. Doughty ended her presentation by saying that the old concept of economic development was that silver bullet, the one thing that made all the difference. Now economic development is like spinning plates, a lot of different ways to practice economic development and a lot of different ways to attract things to your community. The Mayor thanked Ms. Doughty for her presentation and all the work she and her staff are doing to promote the Roanoke area.

The Town Manager next introduced Gary Woodson, the new Public Works Director, who will start with the Town on March 1st.

Under citizens' comments, the Mayor recognized Dr. William Jones of 1021 Halliahurst Avenue. Dr. Jones handed Council photos of the property located at 123 Gus Nicks Boulevard. After his comments, he asked Council to put the money in their budget to have the property condemned and tore down. The Mayor indicated that Council is aware of this property and that this is not the kind of impression that the Town wants to make. Vice Mayor Fidler asked is someone was living there now and Dr. Jones responded "no".

The next agenda item was to consider adoption of a Resolution allowing the removal of personal property delinquent taxes over five years old from the active records. The Town Manager commented that we do this annually. Mr. Hare made a motion to approve the Resolution as presented; the motion was seconded by Vice Mayor Fidler and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) - Altice, Hare, Nance, Fidler, Grose; Nays (0) - None.

Chris Linkous, Fire/EMS Captain, explained to Council the necessity of entering into a Mutual Aid Agreement between Bedford County, Roanoke County, and the Town of Vinton. The Town has already been providing service, but this agreement puts it in writing and makes it legal. The Town Manager indicated that the item will be put under the Consent Agenda for the next meeting. The Town Attorney indicated she has reviewed the agreement and it is fine.

Vice Mayor Fidler made a motion to authorize the Town Manager to sign the agreement and the motion was seconded by Mr. Nance. The Town Attorney indicated that the agreement requires a resolution by Council, so Vice Mayor Fidler withdrew her motion and Mr. Nance withdrew his second. The item will be considered at the February 21st meeting.

Lijah Robinson next gave a Power Point presentation of a general update on revenues and expenditures for FY12 as of December 31, 2011.

The report focused on the current percentages of the General Fund and Utility Fund and he indicated they are where they are expected to be at this time. Mr. Robinson then commented on several revenue categories that the percentages are a little off such as fines and forfeitures, use of money/property and miscellaneous revenue. Mr. Hare asked which category did pari-mutual betting come under and Mr. Nance indicated under taxes. The only category under expenditures that is off percentage wise relates to community development due to the fact that our payment for the library of \$100,000 came up after the budget was adopted. The \$50,000 was already in the budget.

Under utility fund revenues, the recovered cost percentage of 118 percent is due to the increase in reconnection fees and in collection of delinquent account. Under expenditures, the purchased water is waiting to receive the payment and the wastewater system maintenance percentage is based on the two

Approved Resolution No. 1951 allowing the Town Treasurer/ Finance Director to remove outstanding personal property delinquent taxes for 2006 from the active records

breaks in front of McDonalds and on Tinker Creek in front of PFG.

Mr. Robinson then reviewed the revenues collected and expenditures year to date by departments and programs and the 2012 reassessment.

Mr. Robinson then explained the VRS retirement increase and insurance cost increase for 2012 which amounts to a four percent increase a total increase of \$143,292. The Town Manager made brief comments and indicated that teachers and state employees are not a part of our pool.

The Town Manager then briefed Council on the Line of duty Death cost that we have had to pick up because the State has decided not to fund it. It amounts to \$233.89 per sworn police officers, firefighters and EMS employees. The volunteers are covered with Roanoke County and we pay one-half of that cost. VRS has a policy and has estimated an increase of up to more than \$400 next year and will go up dramatically in the future. Another option is VML and their policy is \$220 per employee with modest increases predicted. We have to make a decision as a Town to opt in or out of VRS by June of 2012 and whatever we decide we will be locked in. Mr. Hare asked why the VRS increase is so much more than VML and Stephanie Dearing responded it is due to the fact that individuals with active claims with VRS will have to stay with VRS, but those without active claims will go with another carrier to get a lower premium. Thus, VRS is inflating their premiums to try and recoup that loss.

As we plan our budget, we need direction from Council. It was a consensus of Council to not go with VRS. The Town Manager mentioned our health insurance. We do not have a cost estimate, so we are budgeting for a conservative estimate of a ten percent increase, or about \$60,000. The Town Manager commented that the matter of employee raises still continues to be a concern. The employees have not had a raise in four years and whether a raise is considered or a bonus, he feels we need to keep it in mind.

Mr. Hare commented that we need to go back to our strategic planning session and discuss what are our mandated services, core services and value-added services and the Town Manager agreed.

The Town Manager mentioned the timeline for the CDBG grant application and that the briefing to Council will be at the Council in the Neighborhood meeting on February 21st.

Arbor Day will be on April 27th this year and we will be planting over 200 trees along with the Breakfast Lions Club at the Wolf Creek Greenway off Hardy Road. There is also an eagle scout working on a project there as well.

The Mayor briefed Council that our website has attracted national attention and a program called Today in America, a show hosted by Terry Bradshaw. They have made a proposal to do a five-minute program on the Town, but the cost is \$19,800. As exciting as it is to be asked, he cannot support the cost of doing the Program and Council agreed.

Mr. Hare made brief comments about the two Financial Reports for November and December 2011. A new summary report has been prepared and furnished to Council. As Mr. Robinson said revenues are up and expenditures are down as we expected. He also commented that the Police Department is spending an enormous amount of money on repairing old vehicles as we consider the new budget.

Mr. Hare moved that the Financial Reports for November and December 2011 be approved, the motion was seconded by Vice Mayor Fidler and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) - Altice, Hare, Nance, Fidler, Grose; Nays (0) - None.

Approved Financial Reports for November 2011 and December 2011

Mr. Hare also indicated that the Finance Committee is looking into updating their current deposit policy fund to help offset the recovery of any uncollected amounts. He also indicated that the Investment Committee approved allowing the Finance Director to invest the money received from AEP for the sale of the easements with Valley Bank, a six month investment.

Comments from other Council Members: Mr. Nance welcomed Gary Woodson to the Town as the new Public Works Director; Mr. Altice indicated that we need to address the eyesore on Gus Nicks and asked the Town Manager to give an update to Council on what has been done and what the next steps might be. The Town Manager indicated that the taxes are paid up to date and the water has been turned off and no one is living there that we know of. Mr. Hare asked if it was

in the grant zone and the Town Manager responded in the affirmative. Vice Mayor Fidler thanked Dr. Jones and the presentation by the Class of '61. She also thanked Chris for furnishing a list of the Town vehicles to Council.

The Town Clerk briefed Council on the upcoming Council in the Neighborhood meeting at Cundiff Elementary and the advertisements that we have done to get the word out. She also encouraged Council members to ride through the neighborhood prior to the meeting since we will not be taking a tour.

Mr. Nance moved that the meeting be adjourned, the motion was seconded by Vice Mayor Fidler and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) - Altice, Hare, Nance, Fidler, Grose; Nays (0) - None. The regular meeting was adjourned at 8:56 p.m.

Regular meeting adjourned at 8:56 p.m.

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk

RESOLUTION NO

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, FEBRUARY 21, 2012, AT 7:15 P.M., IN THE MEDIA CENTER, W. E. CUNDIFF ELEMENTARY SCHOOL, 1200 HARDY ROAD, VIRGINIA.

WHEREAS, the Town of Vinton, County of Bedford and the County of Roanoke desire to enter into a Mutual Aid Agreement for Emergency Fire & EMS Services; and

WHEREAS, this agreement as authorized by the Virginia State Code will meet the requirements of the Virginia Office of Emergency Medical Services; and

WHEREAS, this agreement is similar to those in effect with other neighboring jurisdictions in which it has been determined that the provisions of Emergency Fire & EMS Services across jurisdictional lines in accordance with such a local mutual aid agreement will increase the ability of the parties to preserve the health, safety, and welfare of the citizens of each of the localities involved; and

WHEREAS, the Town Council believes it is in the interest of the Town to enter into the Mutual Aid Agreement with the County of Bedford and the County of Roanoke;

NOW THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE TOWN OF VINTON, VIRGINIA, as follows:

1. The Agreement is hereby approved in a form substantially similar to the Agreement presented to Council; and
2. The Town Manager is hereby authorized, for and on behalf of the Town, to execute and then to deliver the Agreement and any other necessary documents in furtherance of the same; and
3. The Agreement and any other necessary documents shall be in form approved by the Town Attorney.

This resolution shall be effective from and after the date of its adoption.

This resolution adopted on motion made by Council Member _____ and seconded by Council Member _____, with the following votes recorded:

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk

**BEDFORD COUNTY, ROANOKE COUNTY, AND THE TOWN OF
VINTON REGIONAL AGREEMENT
FOR
EMERGENCY FIRE & EMS SERVICES**

THIS MUTUAL AID AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the **BOARD OF SUPERVISORS of the COUNTY OF BEDFORD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, the **BOARD OF SUPERVISORS of the COUNTY OF ROANOKE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, and the **TOWN OF VINTON**, a political subdivision of the Commonwealth of Virginia

WITNESSETH:

WHEREAS, the parties to this Agreement have previously adopted resolutions authorizing participation in the Statewide Mutual Aid Program, which was developed to assist localities to more effectively and efficiently exchange services and resources, especially in response to a *major disaster or state- or locally-declared state of emergency*; and which program is intended to be supplemental to day-to-day mutual aid agreements between adjacent or nearby localities; and

WHEREAS, the parties to this Agreement have each adopted resolutions authorizing the execution of this Mutual Aid Agreement; by the Board of Supervisors of the County of Bedford, Virginia, on December 12, 2011; by the Town Council of the Town of Vinton, Virginia, on _____, 2011; and by the Board of Supervisors of the County of Roanoke, Virginia, on _____, 2011, respectively;

WHEREAS, the parties hereto have determined that the provision of Emergency Fire and EMS Services across jurisdictional lines in accordance with such a local mutual aid agreement will increase the ability of the parties to preserve the health, safety, and welfare of the citizens of each of the localities involved; and

WHEREAS, VA. CODE ANN. §27-2 and §27-4 (Repl. Vol. 2004) and VA. CODE ANN. §44-146.20 (Repl. Vol. 2002) authorize local governments to establish and carry into effect a plan to provide mutual aid;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

Section 1. Definitions.

The following terms shall have the meaning ascribed to them below, unless the context clearly requires a different meaning:

Emergency --*A serious, unexpected situation or occurrence requiring immediate response by fire and/or emergency medical services.*

Mutual Aid Agreement --*An agreement between two or more jurisdictions to provide assistance in the form of personnel, equipment or expertise upon request, one to the other, (a) once the requesting jurisdiction has depleted its resources or is in imminent danger of depleting its resources as the result of incident demands and needs additional resources to mitigate the incident, and/or resources to respond to additional calls-for-service in its jurisdiction while it is engaged in other emergency response activities, or (b) in the event that specialized personnel, equipment or expertise needed to respond to a particular fire or medical emergency is not available in the requesting jurisdiction.*

Section 2. Procedure for Request/Provision of Mutual Aid.

When an actual or threatened emergency exists within the boundaries of any of the parties hereto, as a result of, or due to the imminence of fire, rescue/EMS incident, flood, tornado, hurricane, hazardous materials accident, severe storm, or other emergency incident that supersedes the party's ability to mitigate successfully, the affected party shall notify the other parties to this Agreement of such emergency and its need for emergency aid or assistance. Such request may be made by orally communicating a request for mutual aid assistance to an authorized representative of a party to this Agreement, specifying the nature, extent, and location of the requested assistance. When contacted by a requesting party, such authorized representative shall immediately assess local resources to determine available personnel, equipment and other assistance and advise the requesting party. Assistance shall be rendered according to the procedures established in the Operation Plan developed and agreed upon by the parties to this Agreement, pursuant to the provisions in Section 3 herein.

Each party shall designate an official or officials empowered to request assistance under this Agreement. The designated official(s) shall also be the person to whom the requesting jurisdiction shall direct its notice of need for emergency aid or assistance. Officials authorized to request and render mutual aid assistance hereunder are designated in Attachments B and C of this Agreement.

Section 3. Operation Plan.

The mutual aid assistance to be rendered under this Agreement shall be provided in accordance with the Operation Plan attached hereto as Attachment A, which provisions are incorporated herein by reference. The plan shall outline procedures to be followed in responding to a request for assistance, and for the process of revenue recovery if applicable. The parties shall annually review this Agreement and, if necessary, propose amendments to procedures in requesting assistance. Any proposed amendment shall not be effective until approved by written memorandum by the governing bodies of the parties to this Agreement.

Any party to this Agreement requested to render mutual aid assistance shall take such action as is necessary to provide and make available the resources covered by this Agreement in

accordance with the provisions hereof; provided that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protections within its own jurisdiction.

Section 4. Governmental Immunity and Responsibility.

(a) It is understood that for the purpose of this Agreement, the assisting party is rendering aid once it has entered the jurisdictional boundaries of the party requesting assistance.

(b) When the assisting party is operating under the terms of this Agreement on any call beyond the corporate limits of its jurisdiction, it shall be deemed to be operating in a governmental capacity, and subject only to such liability as it would be if it were operating within the corporate limits of its own jurisdiction. The requesting jurisdiction assumes no liability for the actions of the agents of the assisting jurisdictions, nor does the assisting jurisdiction assume any liability for the actions of the requesting jurisdiction.

(c) This agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity from liability that may be enjoyed by any officer, agent, or employee of the parties of said Agreement.

(d) Notwithstanding any other provisions of this Agreement, the services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes. The requesting jurisdiction will be responsible for replacing any expended consumable supplies, either borrowed from another jurisdiction, or consumed in the course of rendering aid by the assisting party.

Section 5. Indemnification and Insurance.

(a) As provided for in VA. CODE ANN. §27-2 (Repl. Vol. 2004), each party to this Agreement agrees to waive any and all claims against all the other parties hereto which may arise out of their activities outside their respective jurisdictions under such Agreement.

(b) Each party to this Agreement shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act, as it may be applicable to each party.

(c) Each party to this Agreement shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each party hereto agrees to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each party to this Agreement to determine if the volunteer company has appropriate liability coverage as outlined in this section.

(d) To the extent permitted by law and without waiving sovereign immunity, each

party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party hereto agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, with minimum single limits of no less than \$1,000,000, or maintain a comparable self-insurance program.

(e) Each party shall provide sufficient evidence of coverage provided in the form of a Certificate of Insurance or Letter of Credit, or certify in writing that it maintains a comparable program of self-insurance.

Section 6. Employee Benefits.

(a) All the immunities from liability and exemptions under laws, ordinances, and regulations which the party's firefighters, rescue or emergency medical technicians or attendants, agents, and employees have in their own jurisdiction shall be effective in the jurisdiction to which they are giving assistance.

(b) All pension, relief, disability, Workmen's Compensation and other benefits enjoyed by said employees in their own jurisdiction shall extend to the services they perform under this Agreement outside their respective jurisdictions.

Section 7. Supervision and Control.

(a) When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any assisting party will be under the **operational control** of the requesting party, which shall advise supervisory personnel of the assisting party of work tasks, for assignment to personnel. Direct supervision and control of personnel, equipment, and resources shall remain with the designated supervisory personnel of the assisting party. However, in the event that an authorized representative of the requesting party is not present at the site of requested assistance or is otherwise not immediately available to supervise, then, in accordance with VA. CODE ANN. §27-23.9 (Repl. Vol. 2004), the commander of the first company to arrive shall have general supervision and control of all participating companies and departments until an officer of the requesting political subdivision who is otherwise authorized by law to do so shall assume such general supervision and control.

(b) The parties shall notify each other of the title of the official(s) authorized to direct mutual aid activities within the requesting jurisdiction.

(c) Officers, employees, agents, and volunteers shall comply with the operational policies of their respective agencies. The parties agree to hold their own officers, employees, agents, and volunteers responsible and accountable for compliance with established operational policies of their respective departments.

Section 8. EMS Revenue Recovery.

The parties of this Agreement recognize the need for emergency medical services cost recovery in regards to ambulance transportation. Either party providing an emergency medical services transport unit (ambulance) to respond to the other party's locality on a mutual aid basis, may bill the patient (from the requesting jurisdiction) the standard and customary rates/fees utilized in rendering aid in provider's jurisdiction.

Section 9. Duration.

This Agreement shall become effective upon the execution by all parties and remain in effect from year to year until terminated by all parties hereto upon written notice setting forth the date of termination, which shall in no event be sooner than ninety (90) days following receipt of such written notice by parties hereto.

Section 10. Entire Agreement.

This Agreement, including Attachments as those Attachments may be modified from time to time by written agreement of the parties hereto and which Attachments are hereby incorporated by reference as a part of this Agreement, represents the entire and integrated Agreement between the parties and supersedes any and all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by all authorized representatives of all parties of said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written:

Approved As To Form:

Date: 12/14/2011
[Signature]
County Attorney

THE BOARD OF SUPERVISORS of the COUNTY OF BEDFORD, VIRGINIA

By: [Signature] (SEAL)
KATHLEEN D. GUZI
County Administrator

THE BOARD OF SUPERVISORS of the COUNTY OF ROANOKE, VIRGINIA

By: _____ (SEAL)
B. CLAYTON GOODMAN, III
County Administrator

THE TOWN COUNCIL of the TOWN OF VINTON, VIRGINIA

By: _____ (SEAL)
Chris Lawrence
Town Manager

STATE OF VIRGINIA,

COUNTY OF BEDFORD to-wit:

The foregoing Agreement was acknowledged before me this 15th day of December, 2011, by **Kathleen D. Guzi, County Administrator for the County of Bedford, Virginia on behalf of the BOARD OF SUPERVISORS of the COUNTY OF BEDFORD, VIRGINIA.**

Nicole McCabe
Notary Public

My commission expires _____

Nicole McCabe
Notary Public
Commonwealth of Virginia
ID #263493
My Commission Exp.: 9.30.2014

STATE OF VIRGINIA,

COUNTY OF ROANOKE to-wit:

The foregoing Agreement was acknowledged before me this ____ day of _____, 2011, by **B. Clayton Goodman, III, County Administrator for the County of Roanoke, Virginia on behalf of the BOARD OF SUPERVISORS of the COUNTY OF ROANOKE, VIRGINIA.**

Notary Public

My commission expires _____

STATE OF VIRGINIA,

TOWN OF VINTON to-wit:

The foregoing Agreement was acknowledged before me this ____ day of _____, 2011, by **Chris Lawrence, Town Manager for the Town of Vinton, Virginia on behalf of the TOWN COUNCIL of the TOWN OF VINTON, VIRGINIA.**

Notary Public

My commission expires _____



Vinton Police Department

311 SOUTH POLLARD STREET
VINTON, VIRGINIA 24179

PHONE (540) 983-0617
FAX (540) 983-0624

BENJAMIN L. COOK
CHIEF OF POLICE

A State Accredited Agency

To: Officer Timothy Lawless

From: Benjamin L. Cook, Chief of Police *BLC*

Date: February 9, 2012

Subject: Officer of the Month – January 2012

Congratulations! You have been nominated and selected as Officer of the Month for January, 2012.

On January 21, 2012, you attempted to stop a vehicle for speeding in the 1300 block of Hardy Road. The vehicle slowed as if it were going to stop and then took off, which initiated a pursuit of the vehicle. The suspect's vehicle crashed and he fled on foot. After a foot chase, he was placed into custody. It was determined that the juvenile did not have a driver's license and had escaped from the Lynchburg Detention Center. Also, narcotics were found on his person.

You did an outstanding job of calling the pursuit via radio, remaining calm and professional during a high-stress situation, and effectively coordinating the apprehension of the suspect.

You serve the community well and are deserving of this recognition. Keep up the good work!

TO: TOWN MANAGER'S OFFICE

FROM: Anita J. McMillan, Planning and Zoning Director

DATE: February 10, 2012

**SUBJECT: VA DHCD Community Development Block Grant (CDBG)
Downtown Business District Revitalization Project**

Last year, the Town submitted a CDBG for Downtown Business District Revitalization Project on March 30, 2011; unfortunately the request was not funded. Since the submittal of the grant, few events haven taken place in the downtown area, such as the purchase of Dunman's and Peters' property by Roanoke County and Town of Vinton, for future Library Vinton Branch; the purchase of formerly American Discount Furniture, 301 South Pollard Street by The Advance Foundation, which is currently being used as a retail business and office use, known as "The Charity Cottage" and apartment units on the second floor of the building; and the demolition of town-owned buildings.

Staff is planning to submit CDBG for Downtown Revitalization Project again. This grant submittal will address some of the weaknesses identified by DHCD personnel and will highlight the changes that have taken place in the downtown area since the first grant was submitted in March 2011.

Staff attended the CDBG pre-application workshop in Richmond on January 18, 2012. DHCD personnel were pleased that Town staff attended the workshop and encouraged staff to submit again, the Downtown Revitalization Project for CDBG funding. Public input is strongly encouraged in addition to the required public hearings prior to the submittal of the CDBG grant application.

Below is the tentative schedule for public meetings and hearings to solicit public input:

Tuesday, February 21, 2012, 7:00 p.m., W. E. Cundiff Elementary School: Town Council Work Session to brief members of the Town Council on the Downtown Revitalization Project for CDBG funding and **first CDBG Public Hearing** to solicit public input.

Friday, February 24, 2012, 8:00 a.m., War Memorial South Ballroom: Breakfast Meeting with Downtown Management Team to brief members of the team on the Town plans to submit the Downtown Revitalization Project for CDBG funding.

Tuesday, March 6, 2012, 7:00 p.m., Council Chambers: **Second CDBG Public Hearing** and adoption of Town's Resolutions for the grant application.

Wednesday, March 28, 2012: CDBG Downtown Revitalization Project Application Deadline

**TOWN OF VINTON
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROPOSED DOWNTOWN REVITALIZATION PROJECT
FIRST PUBLIC HEARING**

Tuesday, February 21, 2012: 7:15 PM
W.E. Cundiff Elementary School, 1200 Hardy Road, Vinton
Meeting Agenda

Welcome and Introductions – Honorable Brad Grose, Mayor

CDBG Program Overview – Chris Lawrence, Town Manager

- Funding authorized under the Housing and Community Development Act of 1974
- Three National Objectives:
 - Low- and moderate-income benefit
 - Slum and blight elimination
 - Urgent community development needs

CDBG Program Funding – Chris Lawrence, Town Manager

- VA CDBG Funding 2012 Allocation - \$19,000,000
- CDBG Competitive Grants Allocation - \$9,040,000

2012 CDBG Competitive Grant Project Types – Chris Lawrence, Town Manager

- Comprehensive Community Development: Water; Sewer, and Housing activities
- Economic Development: Development Readiness; Slum and Blight Projects; Business District Revitalization (BDR) for Downtown or Other Commercial District; and Site Redevelopment
- Housing: Housing Rehabilitation and Housing Production Assistance
- Community Facilities: Water Services, Wastewater Services, Drainage and Street Improvements
- Community Service Facility: Workforce Training, Health Care, and Daycare Associated with Economic Development, etc.

Town of Vinton CDBG BDR/Downtown Project – Chris Lawrence, Town Manager

- Project Overview: Planning Grant Received: \$35,000, May 2009
- Planning Grant Process: Downtown Management Team and Public Involvement: May 2009 through September 2010.
- Downtown Revitalization Master Plan: Economic Restructuring & Physical Plans: Completed September 2010
- Town of Vinton on the First Submittal of Downtown Business District Revitalization (BDR) CDBG Planning and Public Involvement Process: September 2010 through March 2011

Next Steps – Chris Lawrence, Town Manager

- Downtown Management Team Meeting, Friday, February 24, 2012
- Second Public Hearing/Town Council Regularly Scheduled Meeting, Tuesday, 3/6/12
- CDBG Grant Proposal Deadline for Submittal: March 28, 2012

Downtown Team Meeting Vinton War Memorial

February 24, 2012



Past...



Present...



Future?

DOWNTOWN VINTON ASSETS AND CHALLENGES

SUMMARY



- Update on Community Development Block Grant (CDBG) 2011 Submittal and 2012 Re-submittal
- List of current downtown projects
- Economic development strategies
- Expansion of façade grant program
- Downtown parking
- Public utilities and amenities

Vinton 2011 Downtown CDBG Grant Application Status



- Grant submitted in March 2011 for \$700,000
- Grant request was not funded

Weaknesses Identified in the Proposal:

- Project Needs and Outcomes - 88 points (145):
 - Area too large and no plans identified for two white elephants (Former Vinton Motors Company and Dunman's Property)
 - Locality needs to be proactive in dealing with the economic decline

Vinton 2011 Downtown CDBG Grant Application Status



- Costs and Commitment – 62 points (145):
 - Lack of non-CDBG funds (local, private)
 - Not clear that the project ties into regional economy
- Readiness and Capacity – 50 points (150)
 - Economic restructuring does not present a strong vision for future
 - Need downtown spark plug

Vinton 2011 Downtown CDBG Grant Application Status



- **Impact on Economic Development – 72 points (130)**
 - Documentation of need
 - Lack of clear, focused and relevant project – Critical assets of the community need to be identified
 - Proposed beneficiary involvement – no clear evidence of support by all participants

Vinton 2011 Downtown CDBG Grant Application Status



- **National Objective Relationship – 110 points (200)**
 - Redevelopment Plan and private investment are not clearly defined
 - Two white elephants in downtown
 - Economic blight is not clearly being addressed. Needs to be 100% to meet CDBG funding requirements
 - Project activities proposed have minimal impacts on beneficiary needs and low moderate income (LMI)

Update on Downtown Projects



- **Purchase of Dunman's/Peters' Properties for Future Roanoke County Vinton Branch Library – June 2011**
- **The Advancement Foundation's purchase of Mr. Adams' Property – August 2011: Charity Cottage**
- **Charity Cottage Façade Improvement – October 2011**
- **Demolition of two Town-owned dilapidated storage buildings – October 2011**

Elements that Need to be Addressed for the Downtown Project to be Funded by CDBG



- **Two white elephants—Former Vinton Motors Company and future site of Roanoke County Library-Vinton Branch**
- **Spark plugs—investors needed for the downtown project**
- **Commitment from property and business owners for investment and creating jobs**
- **Branding/Niche—How do you want Downtown Vinton to be identified?**
- **Attract businesses that tie into the regional economy**

Must Address “White Elephants” in CDBG Area



- **Former Vinton Motors Company Site**
 - **What is the desired development?**
 - **Mixed Use**
 - **With or Without residential**
 - **All Market Rate or Mixture of Market and Low to Moderate Income**
 - **All Retail/Commercial/Office**
 - **Incentives for development**
 - **Range on type of development wanted**
 - **Tax Credits**
 - **Community Development Authority (CDA)**



Former Vinton Motors Property



- **Feasibility and concept plan was developed through grant and Town funding**
- **It is important for the property owner to communicate his vision and plans**
- **Types of compatible future uses for the property**
- **Current zoning of the property**
 - **Possible incompatible downtown land uses including used car lot, auto service center, gas station/convenience store, car wash, parking lot/garage, etc.**

Economic Development Recovery/Restructuring Strategies



- Learning about the downtown's current economic growth condition and identifying opportunities for market growth
- Completed
 - Business Survey - Existing conditions appear stable
 - Minimal growth/expansion opportunity (jobs, investment, additional sales)
 - New development/businesses opportunity exists (need more marketing)
 - Video highlighting two businesses and assistance available to businesses
 - Coordinated small business/existing business support with Small Business Development Center (SBDC) including: Business Planning, Marketing, Networking, Counseling & education

Economic Development Recovery/Restructuring Strategies



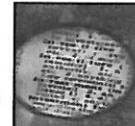
- Planned Opportunities for Market Growth
 - Niche Development Needs to Occur
 - Focus on Assets
 - Assets: Corridor Traffic – need to focus on development along corridors
 - Good Water/Sewer – need to focus on areas where this is present
 - Easy Access from Corridors– need better wayfinding signage
 - Launch the Branding Strategy
 - Create a branded business recruitment package. Broadening Vinton's Economic Reach through strategic branding and marketing. While Vinton does have the ability to build a visitor market in the long term, early efforts should focus on shoring up this regional market while also on tapping the significant markets that exist within the local trade areas.

Economic Development Recovery/Restructuring Strategies



- **Strengthening existing businesses and recruiting new ones**
 - **Planned Opportunities**
 - **Entrepreneurs**– Several projects proposed to Vinton Area Chamber of Commerce and other regional partners
 - Partnership with Chamber and Roanoke County schools – entrepreneurial competition
 - Partnership between Vinton and Roanoke County Parks and Recreation – entrepreneurial summer camp in Vinton
 - **Shop Local Proclamation and Program** – planned with Chamber to promote local economic reinvestment week of November 27th to December 3rd. Hope to spur additional hours by stores and additional sales around holiday and Christmas Parade.
 - **Build Economic Development Marketing Pieces Promoting Downtown Vinton as a Place to Invest.**
 - Outreach to WBHS Alumni to entice relocating back “home” and opening or moving a business (marketing promotion).

Economic Development Recovery/Restructuring Strategies



- **Strengthening existing businesses and recruiting new ones**
 - **Recruit businesses based off of market demand. Not all businesses work well in downtown or town. So, efforts are focused on pairing market potential to the appropriate locations.**
- **Developing financial incentives for building rehabilitations and business development**
 - **Proposed Expansion of Façade Grant Program**
 - Should model County’s Commercial Façade Grant Program to cover larger buildings
 - Additional funds would be needed – projects are larger; threshold would be larger

Economic Development Recovery/Restructuring Strategies



- **Jobs creation and Low-Moderate Income (LMI) Housing**
 - Need to focus on jobs creation not just investment
 - Need to be LMI- What is low-moderate income?
 - LMI Roanoke Valley- 1 Person income is \$34,950

Economic Development Recovery/Restructuring Strategies



- Existing businesses must expand jobs (LMI qualified) to participate in revolving loan fund
- Private owners must commit to façade renovations and vision must be clear of what the Downtown Vinton will be
- Substantial citizen participation must be demonstrated
- Development must be specifically focused and thought out
- Incentivize/Require LMI benefit in any CDBG project
 - LMI isn't what you think and benefit can come in many shapes, means, methods. Be creative.



Final Thoughts, Ideas, Q & A ...

- What's next?
- Where do we go from here?