

Bradley E. Grose, Mayor  
William "Wes" Nance, Vice Mayor  
I. Douglas Adams, Jr., Council Member  
Robert R. Altice, Council Member  
Matthew S. Hare, Council Member



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

**Vinton Town Council  
Regular Meeting  
Council Chambers  
311 South Pollard Street  
Tuesday, April 2, 2013**

**AGENDA**

Consideration of:

**A. 5:30 p.m. - WORK SESSION**

1. Briefing on cost of Service Study/Water and Wastewater Rates
2. Briefing on CIP for FY2013-2014 Budget

**B. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**

**C. MOMENT OF SILENCE**

**D. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**

**E. CONSENT AGENDA**

1. Consider approval of minutes for the regular Council meetings of March 5 and March 19, 2013.

**F. AWARDS, RECOGNITIONS, PRESENTATIONS**

1. Proclamation – Mayor’s Day of Recognition for National Service
2. GFWC Woman’s Club of Vinton – Child Abuse Awareness Prevention Month
3. Request for funding presentation by the Brain Injury Services of SWVA
4. Presentation by the Roanoke Valley-Alleghany Regional Commission

**G. CITIZENS’ COMMENTS AND PETITIONS - This section is reserved for comments and questions for issues not listed on the agenda.**

## **H. PUBLIC HEARINGS**

1. Consideration of public comments regarding petition of Trey Boyd, t/a Scorpion Towing & Recovery, authorized agent, to amend Ordinance No. 824, adopted October 4, 2005, Special Use Permit (SUP) to operate a police impoundment storage lot at 814 2nd Street, tax map number 060.19-02-16, zoned M-1 Limited Industrial District.
  - a. Report from Staff
  - b. Open Public Hearing
    - Receive public comments
    - Close Public Hearing
  - c. Council discussion and questions
  - d. Consider adoption of Ordinance
  
2. Consideration of public comments regarding petition of Jason M. Varney, t/a Consolidated Real Estate Enterprises, LLC, authorized agent, for a Special Use Permit (SUP) to convert a single-family dwelling, located at 134 West Augusta Avenue, tax map number 060.15-05-18, zoned RB Residential Business District, into a two-family dwelling.
  - a. Report from Staff
  - b. Open Public Hearing
    - Receive public comments
    - Close Public Hearing
  - c. Council discussion and questions
  - d. Consider adoption of an Ordinance

## **I. TOWN ATTORNEY**

## **J. TOWN MANAGER**

### **ITEMS REQUIRING ACTION**

1. Consider adoption of a Resolution authorizing the Town Manager to execute a contract with Lawrence Equipment of Cloverdale, Virginia, in the amount of \$27,695.00 for a Case Farmall 55A 2013 Grounds Tractor plus additional accessory equipment in the amount of \$12,805.00 for a total of \$40,500.00.
  
2. Consider adoption of a Resolution approving the budget for the CDBG Downtown and Economic Revitalization Grant.

### **BRIEFINGS**

1. Briefing on Programmatic Agreement between the Town of Vinton and The Virginia State Historic Preservation Office regarding the Vinton Downtown Revitalization Project.

2. Briefing on Agreement between the Virginia Department of Housing and Community Development and the Town accepting the \$700,000 Downtown and Economic Revitalization Grant from the 2012 CDBG funds.

**K. MAYOR**

**L. COUNCIL**

1. Financial Report for February 2013

**M. ADJOURNMENT**

**N. WORK SESSION CONTINUED**

1. Briefing on employee benefits and compensation for FY2013-2014 Budget

<p><b>NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.</b> 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.</p>
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**NEXT TOWN COMMITTEE/COUNCIL MEETINGS:**

- **April 1, 2013** – 5:30 p.m. – Finance Committee Meeting – Finance Conference Room
- **April 16, 2013** – 6:30 p.m. – Council in the Neighborhood Meeting – Craig Avenue Recreation Center, followed by Regular Council Meeting at 7:00 p.m.



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Town Manager

### **Issue**

Briefing on cost of Service Study/Water & Wastewater Rates

### **Summary**

Courtney Rogers of Davenport & Co. will give a further presentation at the meeting.

### **Attachments**

None

### **Recommendations**

No action required



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

Briefing on CIP for FY2013-2014 Budget

### **Summary**

This will be a presentation on the proposed CIP for the next five years, FY2014 to FY2019.

### **Attachments**

None

### **Recommendations**

No action required



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Town Clerk

### **Issue**

Consider approval of minutes for the regular Council meetings of March 5 and March 19, 2013.

### **Summary**

None

### **Attachments**

March 5, 2013 minutes  
March 19, 2013 minutes

### **Recommendations**

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, MARCH 5, 2013, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT: Bradley E. Grose, Mayor

I. Douglas Adams, Jr.  
Robert R. Altice  
Matthew S. Hare

MEMBERS ABSENT: William W. Nance, Vice Mayor

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Town Clerk  
Susan Waddell, Town Attorney  
Ryan Spitzer, Assistant to the Town Manager  
Ben Cook, Police Chief  
Anita McMillan, Planning & Zoning Director  
Mary Beth Layman, Special Programs Director  
Gary Woodson, Public Works Director  
Joey Hiner, Assistant Public Works Director

**The Mayor called the work session to order at 6:00 p.m. to** hear funding presentations by Community Agencies for the FY2014 budget. The first presentation was by Angie Lewis on behalf of the Vinton Chamber of Commerce. Ms. Lewis commented that the membership has grown over the past two years to 250, which includes 60 new members in the past year and a half. The Chamber is sponsoring 13 major events this year. Council made comments and expressed their appreciation for all that the Chamber does for the community. Mr. Adams commented that he would like the Chamber to contact the Roanoke Times concerning the possibility of having a Vinton section in the paper.

Doug Forbes, Treasurer, gave a presentation on behalf of the Vinton Historical Society. This year the Historical Society is celebrating the 25<sup>th</sup> anniversary of the Vinton Museum. Last year more than 920 people visited the Museum. The Historical Society would like to keep the Museum open, but because of the age of most of the members, they would like to see a paid staff person work the Museum on a regular basis. Mr. Forbes also commented that the water cannot be used at the Museum because of the odor. A new water heater and the main floor plumbing need to be replaced. He indicated he had an estimate of \$1,800 to do this work. There is a real need for younger people to become involved to keep the Museum open in the future. Barbara Hartis and Mattie Forbes were also present.

Kelly Cass, Executive Director, gave the next presentation on behalf of the Mountain View Human Spay/Neuter Clinic. She introduced Corrie Prater, the Director of Marketing and Development. This clinic opened in August of 2012 and the clinic in Christiansburg has been open about 2-1/2 years. She reviewed a printed Power Point presentation giving statistics of the overpopulation of dogs and cats and indicating that the only solution is aggressive spaying and neutering. To date Mountain View Humane has performed over 14,000 sterilizations. Of the animals coming to the clinic from Vinton, 64% need assistance with the cost of the procedure. They currently spend around \$30,000 a month subsidizing people who need help and have been successful in receiving funds from PetSmart charities and local donors. However, the subsidy funding is now low and they are asking the Town for \$30,271 which will help over 1,000 animals.

Mr. Hare asked about the relationship with the current Pound. Ms. Cass responded that there is a current program involving the free transporting of animals that are being rescued to the Clinic for spaying or neutering. A program they would like to start is that whenever an animal comes out of the Pound it has an appointment at the Clinic before it leaves. This program is already being implemented in Montgomery County.

Mr. Hare asked if the Clinic did the trap, neuter and release program and the response was no, but they have volunteers who will. Ms. Cass also mentioned the possibility of the Clinic selling dog tags because between the two Clinics, they are doing around 7-8,000 rabies vaccinations in a year.

Representatives from the American Red Cross-Roanoke Valley Chapter and the Brain Injury Services of SWVA were not able to attend and will be rescheduled.

Craig Sheets, President-Elect, made brief comments on behalf of the Dogwood Festival. He expressed his thanks to the Town for the continued support of the Dogwood Festival both financially and in-kind services and they are asking for the same amount as last year. He commented that they are going to have the large concert at the War Memorial this year to showcase the War Memorial.

**The Mayor called the regular meeting to order at 7:00 p.m.**

The Town Clerk called the roll with Council Member Adams, Council Member Altice, Council Member Hare, and Mayor Grose present. Vice Mayor Nance was absent. After a Moment of Silence, Mr. Hare led the Pledge of Allegiance to the U.S. Flag.

Roll Call

**Mr. Adams made a motion to approve the consent agenda;** the motion was seconded by Mr. Hare and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance.

**The next item on the agenda was a presentation from the** Liz Belcher on behalf of the Roanoke Valley Greenway Commission. She recognized Janet Scheid, Anita McMillan and Matt Hare, Greenway members who were present at the meeting. Ms. Belcher then proceeded to give a Power Point presentation first commenting that the funding request to the Town for FY2014 is the same as last year, \$3,300.00. Next she mentioned the return on the Town's investment of last year which included the Novozymes' donation of \$50,000; the revenue sharing match of \$50,000 and donations in the amount of \$570 as well as volunteer time amounting to \$13,900 from the Pathfinders group. She commented on the progress on the Greenway in 2012 and the economic development impact it is having across the Valley.

Roanoke City is focusing on being a bicycle friendly community and probably Salem is going to follow suit. Ms. Belcher commented that this may be something the Town might want to consider. She next commented on the progress of the Roanoke River Greenway construction status beginning with Greenhill Park in Salem to the Blue Ridge Parkway.

The Bridge the Gap piece is a 4.1 mile section and projected to cost \$7 million. At this point \$4.1 million has been collected which consists of 74% government funds and 26% private funds. She commented on the option of Revenue Sharing money and its availability for the Greenway. Some options the Town might consider are incorporating connections in non-greenway projects like the downtown and the new library; making the downtown bike friendly and adding bike lanes on Walnut; utilizing Revenue Sharing and budgeting some CIP money each year for revenue sharing matching and maintenance.

Mr. Hare commented that he was disappointed that not much was said about the Greenways at the Economic Summit held last week. There is a major investment happening and the return is happening at lot faster than we realize.

**The next item on the agenda was an update on the** Economic Development Summit held on February 28, 2013. After brief comments, the Mayor made a recommendation to appoint the Town Manager as our representative to the Task Force that is being created. Mr. Altice made a motion to appoint the Town Manager to the Task force and the motion

was seconded by Mr. Hare. After comments from Council Members and the Town Manager, the motion was carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance.

Appointed the Town Manager to the Task Force to be created from the Economic Summit

**Mr. Adams made a motion that Council go into a Closed Meeting** pursuant to § 2.2-3711 A (7) of the 1950 Code of Virginia, as amended, for consultation with legal counsel pertaining to actual litigation; the motion was seconded by Mr. Hare and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance. Council went into Closed Meeting at 7:40 p.m.

At 8:00 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Mr. Adams, seconded by Mr. Altice and carried by the following roll vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance.

Certification of Closed Meeting

**Mr. Hare made a motion that the regular meeting be adjourned**, the motion was seconded by Mr. Adams and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance. The regular meeting was adjourned at 8:01 p.m.

Regular meeting adjourned

**The Work Session continued with a presentation by Chief Tom Philpott** on behalf of the Volunteer First Aid Crew. He reviewed a breakdown of the proposed use of the funds which was furnished to Council. One item was a surveillance camera for the east side of the building. Mr. Philpot also requested that the Crew be allowed to fuel the Crown Vic at the Town garage because they are saving the Town money by using it instead of a less efficient emergency vehicle. Another new item is a subscription to the Active 911 alerting system which sends a message to a member's cell phone indicating the type of call, directions and a map. Mr. Philpott commented that the Crew has purchased an emergency generator for the radio system which will also cover the Town's Public Works radios. A new power stretcher and new ambulance were also purchased.

Chief Richard Oakes gave a presentation on behalf of the Volunteer Fire Department. He reviewed a breakdown of the funds which included uniforms, contract services, office supplies, travel and training and equipment replacement such as turnout gear. They have eight new members and their

turnout gear will run about \$16,000.00, but are only asking for \$7,400 since they also get assistance from Roanoke County. Other items are radios and pagers. Mr. Oakes also mentioned that the Town needs to definitely consider a new ladder truck next year. They have just ordered a new brush truck chassis totaling \$28,000 which was paid for with volunteer funds to replace the old brush truck. They will be utilizing the skid unit off of the old truck.

**The next item was briefing on the proposed Ordinance to amend Appendix B, Zoning, Article VI, Nonconforming Uses and Features of the Town Code.** The Town Manager commented that our Code needs to be updated to reflect the State Code regarding nonconforming uses. Anita McMillan, Planning & Zoning Director, made brief comments regarding the changes to the Code. The major change relates to nonconforming uses. After a large number of natural disasters, the Federal government said that a locality cannot restrict someone from rebuilding because of a natural disaster. In our current Code, we stated that anything that is damaged more than 50% cannot be rebuilt. The State Code allows the rebuilding within perimeters and this would apply to the Clearview Manor Apartments. By amending our Code if the apartments were damaged more than 50% they would be allowed to rebuild as they are now at the same location and would be required to meet the current Uniform State Building Code.

The Mayor asked about fire damage and the response was they will be allowed to rebuild within two years. If a natural disaster occurs such as flooding or a tornado, they are given four years. A fire is considered an act of God as long as it is accidental.

Ms. McMillan indicated that the Planning Commission is having their Public Hearing on the matter on March 7<sup>th</sup> and Council will have theirs at the March 19<sup>th</sup> meeting.

Mr. Hare asked if we have any other amendments that need to be made to our Code and the response was the one regarding time limitation for vehicles to be stored in an impoundment lot. The Town Manager indicated that our Zoning Ordinance was last amended in 1995.

The Mayor commented that keeping the Code updated is really important for economic development and he feels that there is a certain amount of liability involved when it is not up-to-date. If we need to devote extra resources to that, this may be the year to do it. He also asked how the Planning Commission is working. Ms. McMillan responded that some members because of health issues have not been able to

come to the meetings and it has been challenging. The Mayor asked if we needed to make some adjustments and the Town Manager responded that they are valid questions. Possibly we need to have another joint meeting with Council and the Planning Commission to address these issues.

In further discussion regarding amendments to our Town Code, the Town Attorney commented that our Code does provide that in the event legislation changes our ordinances that we automatically adopt those changes as part of our Code. This eliminates any potential liability during such times that the legislature acts to change something and we will not have time to instantaneously change our Code to conform. Ultimately, State law supersedes our local Code. Amending our Code to come into compliance with State law gives our staff additional visibility, ultimately helping them perform their duties more effectively. Further discussion was had regarding resources available to help with reviewing and updating our Code.

**The last item for discussion was briefing on a proposed Extraterritorial Arrest Agreement between the Town of Vinton, Roanoke County, Roanoke City and the City of Salem.** Ben Cook, Police Chief, commented that the local law enforcement agencies have been meeting once a month to discuss issues concerning the Valley. These meetings will in the future include Fire and EMS Chiefs in the Valley as well.

One of the items discussed was the development of a regional agreement regarding responses, activities and arrests in the Roanoke Valley. Currently if an officer is in another jurisdiction and they encounter, for example, a drunk driver in Roanoke County, they would have to call Roanoke County. Our officer could stop the vehicle, but Roanoke County would have to respond to take over the investigation and both officers would have to go to Court. The proposed agreement would allow an officer to handle an offense outside their jurisdiction in the interest of public safety. There is a similar agreement between Roanoke County and Roanoke City from 1996 and we are enhancing that agreement to include the Town and the City of Salem and to update the language.

The agreement gives the law enforcement officer in each jurisdiction the authority as if they were in their own jurisdiction. Each locality will regulate their own officers outside their jurisdiction and will be notified of any action that is taken in their jurisdiction. It does allow the officers to freelance, for example, run radar on Feather Road. The agreement specifically involves on-duty officers that are

having to taken some type of enforcement action for public safety. Officers will still make every effort to get an officer of that jurisdiction, but when no officer is available, they can take action. Also, other officers cannot enforce their locality's ordinances in another jurisdiction, only enforce State law. Chief Cook furnished Council with a copy of the draft Agreement which has been approved by all the localities' attorneys.

The Mayor asked how it would affect policies from one department to the other and how they are carried out. One of his concerns has always been pursuit policies. If their pursuit policy is different from ours and they are chasing someone into the Town, whose policy applies? The response was the jurisdiction that is pursuing them. If a Vinton officer is making an arrest or any kind of enforcement anywhere, they follow our Vinton Police Department policies. If Roanoke City chases someone through Vinton, we basically block roads for them and let them come on through. If they need our help, we will assist. Otherwise we just maintain a safety zone for them, which is the current policy.

The Mayor asked if the pursuit policies in the surrounding localities are much different from the Town and the response was that ours is a little more restrictive, but are basically the same and follow the model from the Virginia Department of Criminal Justice Services.

Mr. Hare asked the Chief how he would feel as a citizen of Vinton if a Roanoke Police Officer arrested somebody and did something that we do not feel was appropriate in the way they conducted that arrest. The Chief responded that he would call the Police Department and ask questions. That is the reason that each locality needs to know when an arrest is made in their jurisdiction by another Officer. It would be no different than a citizen making a complaint against a Vinton Police Officer. Mr. Hare then commented that he knows and trusts the Vinton Police Officers, but he does not know the Officers in other jurisdictions.

The Mayor commented that we need to be careful what we commit ourselves to and Chief Cook indicated that he would not do anything to jeopardize our citizens' faith and trust in our local government and Police Department. There is a stipulation in the agreement that if it does not work, we can pull out.

Mr. Hare asked what the policy was regarding business advertising in the right-of-way as a result of a local business having signs from the City line to the County line through the Town. The Town Manager commented that over the past

several years, we have been more lax with business signage because of the economy and businesses trying to drum up more retail attention. The question now is when do you start to reel that back in? Are we being as effective with our enforcement on signage as other parts of our Code? Mr. Hare commented that it is one thing to put signs in front of your business, but it is another thing to do the entire town. It is disrespectful to the citizens. The Town Manager indicated that staff will review our current Code.

The work session ended at 9:15 pm.

APPROVED:

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Bradley E. Grose, Mayor

ATTEST:

\_\_\_\_\_  
Susan N. Johnson, Town Clerk

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, MARCH 19, 2013, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT:

Bradley E. Grose, Mayor  
William W. Nance, Vice Mayor  
I. Douglas Adams, Jr.  
Robert R. Altice  
Matthew S. Hare

STAFF PRESENT:

Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Town Clerk  
Elizabeth Dillon, Town Attorney  
Ryan Spitzer, Assistant to the Town Manager  
Gary Woodson, Public Works Director  
Barry Thompson, Finance Director/Treasurer  
Anita McMillan, Planning & Zoning Director  
Karla Turman, Assoc. Planner/Code Enforcement Ofcr.  
Kevin Kipp, War Memorial Facilities Manager  
Ben Cook, Police Chief  
Steve Foutz, Police Officer  
Fabricio Drumond, Police Sergeant

**The Mayor called the work session to order at 6:00 p.m.**

The first item related to a briefing on petition of Trey Boyd, t/a Scorpion Towing & Recovery, authorized agent, to amend Ordinance No. 824, adopted October 4, 2005, Special Use Permit (SUP) to operate a police impoundment storage lot at 814 2<sup>nd</sup> Street, tax map number 060.19-02-16, zoned M-1 Limited Industrial District.

Karla Turman, Associate Planner/Code Enforcement Officer commented that Mr. Boyd has applied for a new Special Use Permit for his business to be allowed to store vehicles repossessed by financial institutions along with vehicles purchased by a dealership located on the property next to his business.

By way of background information, in October of 2012 Town Council received a complaint that the impound lot was in violation of its Special Use Permit. After investigation, she contacted Mr. Boyd of Scorpion Towing and Mr. Meadows of Request Towing who co-rent the lot. They were under the impression that they could store any type of vehicle in the lot even though they were given a copy of the Special Use Permit currently on the property and the information was on their Zoning Permit. As a result, Mr. Boyd applied for this new Special Use Permit.

The current Special Use Permit only allows the storage of police impounded vehicles for 30 days. Even though the Code allows that vehicles being held in the custody of a

financial institution can also be kept there, it was not requested at that time. Vice Mayor Nance asked if the Special Use Permit follows the land and not the owner of the business and response was that is correct. A question was asked about the 30 day time period and Ms. McMillan, Planning & Zoning Director, commented that there has been discussion about amending the current requirement because the State Code says that the operator has to be given an additional 30 days. This amendment was mentioned in the staff report and the Planning Commission will have their Public Hearing on the matter on April 11<sup>th</sup>.

Vice Mayor Nance commented that this petition will come before Council before the amendment to the Town Code. He asked if we could have the Special Use Permit to read that such vehicles are to be stored no longer than the time period required by the Town Code. That way it will be amended when the Town Code gets amended. Discussion was had regarding the number of vehicles stored in the lot now as opposed to the number once the new Special Use Permit is approved.

The Mayor asked if vehicles stored in the lot would be operable, not wrecked or junked vehicles. Ms. Turman responded they would be operable. A question was asked about a police impounded vehicle that needs to be in a secure facility and the response was there is a secured facility on 3<sup>rd</sup> Street for those vehicles.

Mr. Adams commented that if a vehicle is from an accident it could possibly be inoperable. Ms. Turman responded yes, but she has been told that in the case of accidents the insurance companies usually will do something with it within the 30 days. Repossessed vehicles are usually gone within 24 hours. The Mayor then reiterated there could possibly be wrecked vehicles on the lot and the response was yes, if they were police initiated vehicles.

Vice Mayor Nance commented that limiting the number of vehicles to be stored on the lot could be made a condition of the Special Use Permit to help regulate the number by future owners. Mr. Hare commented that this lot could turn into a temporary junkyard in 90 days and the Mayor expressed the same concern, not with the current owners, but any future owners.

Ms. Turman commented that if the lot is full, it will be difficult to tell what is operable and what is not operable unless it is wrecked. It would make it hard to enforce. Ms. McMillan recommended that we amend our Code to allow for only 60 days, not 90 days. It was also stated that a junkyard would not be allowed in this district, but as part of the Special Use Permit, you could require that the

lot be screened rather than just the chain-link fence currently around it. Further discussion was had regarding how to put stipulations on the Special Use Permit but at the same time not create an enforcement nightmare.

Mr. Hare then commented that since Mr. Boyd came before Council and asked for help, it does not look like we are negotiating in good faith with him if we keep changing the terms. Ms. Turman stated that in the Planning Commission Public Hearing Mr. Boyd was asked what would happen if the Special Use Permit was not granted and he indicated he would have to move his business out of town.

**The next item was briefing on petition of Jason M. Varney, t/a Consolidated Real Estate Enterprises, LLC,** authorized agent, for a Special Use Permit (SUP) to convert a single-family dwelling, located at 134 West Augusta Avenue, tax map number 060.15-05-18, zoned RB Residential Business District, into a two-family dwelling.

Ms. Turman commented from her staff report that the property does not meet the lot area and lot width requirements, but it can be allowed by a Special Use Permit. This property was a duplex prior to 1998 and then the owner converted it back into a single-family residence. Since it has been longer than the two-year legal non-conforming status, it cannot be turned back into a duplex without the Special Use Permit.

Vice Mayor Nance asked about the parking spaces requirement listed on the report and the response was that residential property does not require parking spaces to be paved. The current paved driveway can serve as parking spaces, but they are not required to designate parking spaces. The Town does not regulate where people can park. Questions were asked about compliance and Ms. Turman responded that Mr. Varney would have to comply with whatever conditions the Building Commission and the Fire Marshal required to be able to do a change of use of the property.

The Mayor commented that this area is a residential area and he has problems converting this property back to a duplex. Every time we do that, it sets a precedence of allowing other duplexes in that area. Vice Mayor Nance also commented that a zoning rule is to let residents know what they are getting into when they move into a neighborhood. This also allows for development to meet the vision that Council has which are single-family dwellings as opposed to multiple-family dwellings. However, Mr. Nance indicated he would much rather see the property in use rather than vacant since it has been used in the past as a duplex and is in a neighborhood that

has several duplexes. The Mayor commented that the Town has more than its share of rental property. Mr. Altice commented that he supports the property being improved as a duplex and Mr. Adams commented that he would rather see the property as a duplex than see it vacant.

The Mayor asked if the property has been vacant and Ms. Turman responded only since it was foreclosed on in September. She began getting calls in October from investors inquiring if the property could be a duplex.

Mr. Hare asked if Mr. Varney, who was present at the meeting, could give his comments. Mr. Jason Varney, owner of the subject property, commented that his business model is to help people. Since the foreclosure crisis, a lot of people have been locked out of the mortgage market which has created a demand for quality, affordable rental housing. He would like to turn this property into that type of housing to help two families. When asked if he thought he could rent it as a single-family dwelling, his response was that the utility costs may be an issue. When asked how much investment would he be making in the property, Mr. Varney responded \$30-40,000 which is based on another similar renovation he has done.

The Town Manager commented that both of these will be Public Hearing items on the next Council agenda.

**The Mayor called the regular meeting to order at 7:00** p.m. The Town Clerk called the roll with Council Member Adams, Council Member Altice, Council Member Hare, Vice Mayor Nance, and Mayor Grose present. After a Moment of Silence, Mr. Altice led the Pledge of Allegiance to the U.S. Flag.

Roll Call

**Concerning the consent agenda, Mr. Hare made a** motion that the approval of the March 5, 2013 minutes be postponed to the March 19, 2013 meeting; the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) - None.

Postponed approval of minutes of Council's regular meeting of March 5, 2013 to the March 19, 2013 Council meeting

**The next item on the agenda was to recognize Doris** Ross and Billie Jo O'Connor, both employees of Magic City Ford, for their heroic act in going to the aid of a customer in need of medical attention. The Mayor presented each with a Certificate of Appreciation and Ms. Ross gave brief comments explaining the incident and how they were able to assist a customer. Because they were not able to contact the customer by telephone, they went to the home and upon discovering newspapers outside, they called 9-1-1 and were able to get her much

needed medical attention.

**Vice Mayor Nance read a letter from Chief Cook naming** Sergeant Fabricio Drumond and Officer Steven Foutz as Police Officers of the month for February 2013.

**The next item on the agenda was a request for funding** presentation by the American Red Cross-Roanoke Valley Chapter. Ms. Heather Robertson, Major Gifts Officer, gave a brief presentation explaining the purpose of the Red Cross. The funding they are requesting from Vinton will support their Disaster Relief and their Service to Armed Forces programs. Mr. Hare asked why they were not funded by United Way last year. Ms. Robertson responded that for FY2013, United Way realigned their priorities and the Red Cross did not meet the new criteria. For FY2014 they are working United Way to see how they can align with their new priorities and will be submitting a proposal to them. They did not receive funding from Vinton last year because they did not apply, but have received funding in the past. They are interested in re-establishing that relationship and partnership that they had in the past.

**The next item was a presentation by Beth Doughty on** behalf of the Roanoke Regional Partnership. Ms. Doughty gave a Power Point presentation relating to four topics—business development, image building, asset development and information resources. After comments regarding the history of the Partnership, she presented statistics of 167 inquiries and 74 projects in 2012 along with 24 prospects. A list of 13 successful projects (five were expansions) created a total of 549 jobs and new investment of \$50.2 million. The total economic impact was \$322 million and 1,159 jobs.

Ms. Doughty commented on image building and the use of all media avenues from printed documents to the internet. There were 207,646 visitors to the Partnership's website in 2012. As far as asset development, the focus for the area is on the outdoors and what we have to offer. An example is being named the best mid-sized mountain town by Blue Ridge Outdoors Magazine as well as the Blue Ridge Marathon and the recognition of our bicycling initiatives. The next goal is to grow businesses and attract businesses that want to be associated with the outdoors. Regarding information resources, there were 282 information requests in 2012. The Partnership also compiles and provides customized reports such as competitive position in real estate, best practices in sustainability in mid-sized regions and where is tomorrow's workforce.

Mr. Hare asked Mr. Doughty for her thoughts on the Task

Force being created as a result of the recent Economic Summit. She responded that it is a great idea and the challenge is that this area does not have large sites. The site requirements in terms of acreage keep going up and the State is telling us that we are not competitive on 40-50 acre projects.

**The next item was a presentation by Dan Miles on behalf of the Roanoke Valley Resource Authority.** Mr. Miles began with comments that after ten years the Authority is proposing a \$2.00 per ton rate increase.

For many years the Authority was set up to be able to fund its reserves so they could cash fund all of their equipment replacement, the construction of new landfill cells and the closure of old landfill cells, as well as needed repairs and maintenance. In the initial years, member communities paid a higher rate in order to build up the reserves. The rate began at \$50 per ton, increased to \$53 and then down to \$51 and \$42 in FY2003. The last rate increase was in FY2004 to \$45 per ton where it has stayed for ten years.

The contingency fund at its peak in FY2001 had approximately \$7.2 million. This fund has been used to buffer the variances in the tipping fees, but for the past ten years, this amount has gone down to a current balance of \$597,284. The financial policy and goal for the Authority is to have 8% in contingency, which is \$800,000. Other reserve accounts for equipment, site development, etc. have also been spent down with approximately \$10 million total having been spent from all the reserve accounts. The economy has impacted the amount of tonnage being brought in by the member localities which impacts the tipping fees collected. This along with the increase in expenditures is the reason for the proposed increase.

Mr. Miles next commented that the tipping fee increase of \$2 per ton for homeowners in the Town of Vinton will be a net increase of \$1.89 per year or \$0.16 per month.

Mr. Hare complimented Mr. Miles on his report. He asked about the bond debt and the response was the bond debt was retired two years ago. Mr. Hare then asked if the Authority foresees any future debt needs and the response was the possibility of replacing some of the gondolas or the rail cars that they load the trash into. There are 25 of them, but they would not have to replace all of them at one time. A lot will depend on the contract with Norfolk Southern in 2018 and if they continue to use the gondolas or convert to shipping containers.

Mr. Hare then asked where were they now utilizing the funds they were using to pay the debt and the response was to cover the deficit budget they have been operating in for the past six years. Mr. Hare asked why the Authority is only asking for \$2 increase as opposed to a \$4 increase. Mr. Miles responded that they could go two more years without a rate increase, but the real problem will be four or five years down the road. Another factor has been the investment income which has gone from \$1 million a year ten years ago down to \$27,000 this year on the reserves. The Board decided to go ahead and propose the increase this year instead of waiting.

Mr. Adams asked how much more time is left on the current site and the response is they stop calculating in 100 years. The Mayor commented that the cost per household presented by Mr. Miles is for disposal only and does not include what it cost the Town to pick up the trash. Mr. Miles agreed and said the Town's total cost is around \$13.00 per household per month which includes the \$3.50 for the disposal. This is a very reasonable cost compared to other localities. The Town Manager commented that our recycling helps to reduce our costs as well.

**Under citizen comments and petitions, Shawn Ayers** of 421 Walnut Avenue, Vinton, expressed his safety concerns to Council regarding the intersection of East Cleveland and South Pollard. He has walked across the intersection numerous times along with other pedestrians and has almost been hit. He mentioned the signs that the City of Salem has on their streets and he would like to see the Town consider the same type of signs and the painted crosswalks. Also, the same problem exists in front of the library, crossing over Washington Avenue.

Vice Mayor Nance commented that the Washington Avenue area is going to be addressed soon as part of the corridor involved with the grant we have recently received and will be improved for pedestrian crossing. Also, he felt that the East Cleveland/South Pollard intersection will also be addressed in the near future in relation to the new library being built.

Mr. Hare asked if staff could check with Salem to see if their signs have helped with the problem. The Mayor also commented that it should be referred to the Safety Committee.

**The next item on the agenda was a Public Hearing to** receive comments regarding a proposed Ordinance to amend Appendix B, Zoning, Article VI, Nonconforming

Uses and Features of the Town Code. Ms. McMillan gave comments regarding the Code amendment indicating that two additional changes were made to Sections 6-4 and 6-10. Section 6-4 relates to allowing nonconforming single-family dwellings in the General Business District to continue as a single-family dwelling if the property owners are not able to afford to convert the structures to meet building code requirements for commercial uses. Currently there is a house on the corner of 5<sup>th</sup> and Cleveland that has been vacant for more than two years. The granddaughter inherited the house and has inquired if she can use it as a single-family house. This amendment to the Code will allow her to do that.

The other minor change is to clarify Section 6-10 that if property does not have any road frontage and the owners want to expand or develop, they should be allowed to get a Special Use Permit for that purpose. However, if the lot has been recorded prior to 1975, such as the vacant parcel at the River Park Shopping Center, we should not require them to have a Special Use Permit.

The Town Manager commented concerning the house at 5<sup>th</sup> and Cleveland that the Town was able to confirm power connection and the owner will be allowed to use it as a single-family dwelling.

After the staff report, the Mayor opened the Public Hearing at 8:20 p.m. Hearing no comments, the Public Hearing was closed at 8:21 p.m. Mr. Hare made a motion to adopt the Ordinance amending Appendix B, Zoning, Article VI, Nonconforming Uses and Features of the Town Code as presented; the motion was seconded by Council Member Altice and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0).

Adopted Ordinance No. 931 amending Appendix B, Zoning, Article VI, Nonconforming Uses and Features of the Town Code

**The next item on the agenda was a Public Hearing to** receive comments regarding a proposed Ordinance to regarding setting of the real estate, personal property and machinery and tools tax rates for calendar year 2013. Mr. Thompson, Finance Director/Treasurer, gave brief comments. A summary of the assessed values for 2013 less new construction gave a net decrease of \$10,063,900. This accounts for a decrease of \$2,912 in tax levy for the year which is an assessment decrease of 2.08%. Since our rates are not being changed, we were not required by State Code to have a public hearing, but we did advertise the tax rates in The Messenger and offered a time for public comment. After the staff report, the Mayor opened the Public Hearing at 8:29 p.m. Hearing no comments, the Public Hearing was closed at 8:30 p.m.

Vice Mayor Nance made a motion to adopt the Ordinance setting the real estate tax rate for calendar year 2013 as presented; the motion was seconded by Mr. Adams, and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0).

Adopted Ordinance No. 932 setting the real estate tax rate for calendar year 2013

Mr. Altice made a motion to adopt the Ordinance setting the personal property and machinery and tools tax rate for calendar year 2013 as presented; the motion was seconded by Vice Mayor Nance, and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0).

Adopted Ordinance No. 933 setting the personal property and machinery and tools tax rate for calendar year 2013

**The next item for consideration was a Resolution to set** the allocation percentage for the Personal Property Tax Relief for the 2013 tax year. Mr. Thompson made brief comments and indicated that the rate for the Town is 64.48%. Mr. Hare made a motion to adopt the Resolution as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0).

Adopted Resolution No. 2008 setting the allocation percentage for the Personal Property Tax Relief for the 2013 tax year

**The next item on the agenda was a briefing on the** Town's branding/marketing initiative. The Town Manager made comments that the Town began work on branding several years ago and it was included in the Master Plan Scope of Work. There were some proposals at that time with a lot of feedback and we need to build on that study to come up with the brand, the logo and a tag line to include the entire Town.

Ryan Spitzer, Assistant to the Town Manager, commented that the proposal is envisioned to be a six-month process. The timing coincides with marketing efforts for War Memorial for weddings and for getting the Downtown Grant project started. The process includes the formation of a Committee consisting of one Council Member, staff members and interested citizens. An RFP needs to be prepared to solicit bids for a marketing firm to do the work. Initial fees for the marketing firm will be covered in the CDBG Grant in the amount of \$5,000 as well as the Town's 50% match of \$5,000. Additional funds are available this year from the War Memorial's advertising budget. The Committee would work with the marketing firm selected to develop the process for the branding. Community meetings will also be held to get public input. All ideas and proposals will be brought back to Council for final approval.

Mr. Hare asked how this study will be different from what

has already been done and the response was that we will use that study as our foundation which will help to reduce costs. We are not starting from square one again, but from that study, we gained information from what would not work. That study also just focused on downtown. Mr. Hare asked what did we anticipate the cost to be and the response is we currently have \$10,000 in the budget for the CDBG Grant project and the War Memorial has \$10,000 in advertising.

The Mayor stated that if Council is in favor of proceeding with this process that we need a motion to form the Committee. He then mentioned to Doris Ross in the audience that he wanted her to comment on what she tells people about Vinton. Vice Mayor Nance made a motion to appoint a Branding Committee and he volunteered to serve as the Council Member on said Committee; the motion was seconded by Mr. Hare and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0).

The Town Manager commented that the next step will be to finalize the RFP and the Committee. It is anticipated that the Committee will have five to seven members. Council was encouraged to make any citizen recommendations to the Mayor. This Committee will select the marketing firm from the received RFPs and then bring their recommendation back to Council for approval.

**Doris Ross commented from the audience that she** describes Vinton as a family town. They moved to Vinton from South Carolina and have no family here, but they have made a lot of good friends. There is always somebody in the community that is willing to help and the schools are great.

**The next item was a briefing on the Downtown Grant** budget recommendation from the Project Management Team. Mr. Spitzer commented that the proposed budget has been furnished to Council for their review. They are still negotiating the fees with the A & E firm. Also, AEP has been contacted to see if they could provide the streetlights at less cost, but a design that would still fit in with the look we want for the Downtown. Mr. Spitzer indicated that we have added seven streetlights to the project for the extra stretch of Lee Street. Council will be asked to adopt the budget at their next meeting.

Mr. Spitzer commented that he had received a letter from the Department of Historic Resources stating that our downtown area is an eligible historic district. It is based on being significant at the local level based on Criteria A which is commerce and industry for the period of 1884 to

1963. Because it is eligible, we have to follow DHR guidelines for façade and other improvements. The Town will have to sign a Programmatic Agreement with the DHR for them to have the ability to review. Mr. Hare asked if our current façade program keeps us in conformity with what they want and the response was the guidelines follow 1940 guidelines.

**The next briefing was on a VHDA Feasibility Study for the Roland E. Cook Elementary School.** Mr. Spitzer commented that the Town has been awarded a \$10,000 feasibility study grant to look at mixed-use/mixed-income options for Roland E. Cook that will best fit with the downtown area. This is in partnership with the School Board and Roanoke County and we are working with them to come up with additional funding for the study.

Vice Mayor Nance commented that we saw good results from the Ford Motors study. When we discuss finding extra funds, are we talking about from the Town? The Town Manager commented that the Ford Motors study cost more because of extra work on illustrations, etc. The School involves work on the inside and business financing plans and will not cost as much. Also, the School has a motivated seller and the property is on the market. We have asked for up to \$2,000 from the School Board and the County.

The Town Manager further commented that the School has been shown several times over the past several months. The goal is to best position the School to be able to sell the property. Mr. Hare indicated that the neighborhood around the School is very interested in what is done with the property and when the State gets involved, they are going to be looking for things like Section 8 housing. That is not what the neighborhood wants nor the Town so close to the downtown area and our plans for revitalization. After other comments, the Town Manager stated that mixed income is not poverty low income. For example, most teachers, police officers and other line-level employees are \$30-40,000 moderate income employees.

Mr. Hare commented that there have been interested buyers and the School Board has increased the price at least five times its assessed value. The Town Manager commented that the direction they have received from the School Board is to tell interested parties what the assessed value is which is \$900,000. There is no sales price. After we hear back from the School Board and Roanoke County about the additional funding, we will bring back to Council for their approval.

Mr. Hare asked if Roanoke City had to do this with some of the redevelopments they have done. Did the City do this or did the developers do it? The Town Manager indicated he would have to find out, but with a lot of those redevelopments either the City or the Roanoke Redevelopment Authority is directly part of that development process.

Mr. Hare commented that he is supportive of the potential for the building being studied but he has concerns. Vice Mayor Nance commented that a building of this type is going to require a private entity or investor. He feels that the name of the study shows what direction the State will take and does not feel the need to pay for such a study.

The Town Manager mentioned that in conjunction with the County's next step to move forward with the design of the Vinton Library, Mike Altizer, our County Supervisor, had asked that a tour be organized of the South County Library for any interested parties. This has been scheduled for Monday, March 25, 2013, at 1:00 p.m. Also, they are shooting for a public mid-April Kick-Off Library Design Meeting at the War Memorial.

Based on Council's request for monthly reports from departments, an Executive Summary and copies of all reports will now be posted in Drop Box every month before the second meeting. The Mayor expressed thanks for the monthly reports that the departments have provided.

**Mr. Hare made brief comments regarding the January 2013 financial report.** This report has a new format and provides additional information which can be reviewed in more detail at a future meeting. Overall we continue to exceed revenues in the general fund and utility fund and expenditures continue to be under what we expect them to be at this time of the year. From a cash standpoint we are about \$300,000 less in cash than last month, but that is due to the fact that Mr. Thompson has been able to transfer additional funds to more investments. Mr. Hare moved that Council approve the January 2013 financial report, the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

Approved January 2013 financial report

**Comments from Council Members:** Vice Mayor Nance made comments regarding the briefing at the last meeting on the proposed Extraterritorial Agreement between the local enforcement agencies. He is very much in favor of Vinton entering into this Agreement

based on his experience. They are used very infrequently and he has never seen it abused by an officer to go out of his jurisdiction and perpetrate an injustice on other individuals. There are civil actions, amendment rights and suppressions that keep any officer from doing that. Mostly it is used, for example, when an officer has left his jurisdiction, is driving home and sees a vehicle that is causing a public safety issue. This Agreement allows that officer to stop the vehicle and make any necessary arrest without having to wait for an officer from that jurisdiction to come and handle the situation. It is a very effective tool of cooperation and strongly urges the adoption by Council.

**Mr. Adams made a motion that Council go into a Closed Meeting** pursuant to § 2.2-3711 A (6) of the 1950 Code of Virginia, as amended, for discussion or consideration of the investment of public funds; the motion was seconded by Mr. Altice and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None. Council went into Closed Meeting at 9:30 p.m.

At 10:03 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Mr. Altice, seconded by Mr. Adams and carried by the following roll vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None. The meeting was adjourned at 10:04 p.m.

APPROVED:

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Bradley E. Grose, Mayor

ATTEST:

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Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

Proclamation – Mayor’s Day of Recognition for National Service

### **Summary**

Ms. Samantha Lukasiewicz, AmeriCorps VISTA Leader, serving with The Advancement Foundation in Vinton, contacted the Mayor concerning the 2013 Mayor's Day of Recognition for National Service on April 9th. The Proclamation will serve to recognize the great work of over 1,200 National Service participants across the Roanoke Valley, which includes Senior Corps (Foster Grandparents and RSVP), AmeriCorps VISTA, and AmeriCorps State.

### **Attachments**

Fact Sheet  
Proclamation

### **Recommendations**

Read proclamation and present to representatives at the meeting.



# THE ADVANCEMENT FOUNDATION

LEADING COMMUNITY IMPROVEMENT THROUGH NONPROFIT SUSTAINABILITY & INDIVIDUAL ADVOCACY

301 S. Pollard Street Vinton, VA. 24179

| 540-345-1292

| TheAdvancementFoundation.org

## LEGACY COUNCIL

**Carrie Dickey**  
Graphic Design/Marketing

**Dean East**  
Mental Health Counselor

**Amanda Ellinger**  
Grant Writer

**Kate Ellman**  
Nonprofit Leadership

**Shanna Flowers**  
Media/Writer

**Dawn Galbraith**  
Program Enrollment

**Megan Gasink**  
Mental Health Counselor

**Nicholas Graybill**  
Technology

**Barbara Harrell**  
Volunteer Management

**Jill Holstein**  
Marketing

**Pamela Irvine**  
Nonprofit Leadership

**Amy Milberger**  
Development/Marketing

**Brian Miller**  
Campaigns/Marketing

**Judy Miller**  
Marketing/writer

**Tres Mullis**  
Advancement Director

**Annette Patterson**  
Strategic Planning

**Patrick Patterson**  
Education Specialist

**Charlotte Parks**  
Advancement, Roanoke College

**Barbara Peery**  
Development/Grant Writing

**Jenine Rabin**  
Advancement Director/Planning

**Anne Rooney**  
Mental Health Counselor

**Pam Rickard**  
Writing/Fundraising

**Brittany Sandidge**  
Fundraising/Grant Writer

**Anna Spell-Miller**  
Grant Writing/Research

**Debra Stump**  
Development Director

**Pete Trakas**  
Advancement Director

**Dan Vance**  
Writing/ Design

**Mark Whittaker**  
Campaign Consultant

**Larry Weston**  
Consultant, Weston Consulting

**Judy Wood**  
Strategic Planning/Annual Fund

## BOARD MEMBERS

*Kirsten Fleming*

*Becky Freemal*

*Tim Greenway*

*Ann Hanes*

*Robert L. Keeley*

*Elaine Milko*

*John Miller*

*Patrick Patterson*

*Annette Patterson*

*Onzlee Ware*

*Judy Wood*

## MAYORS DAY OF RECOGNITION FOR NATIONAL SERVICE

March 6, 2013

Dear Mayor Grose:

Recently, the U.S. Conference of Mayors and the Corporation for National and Community Service announced the first ever **Mayors Day of Recognition for National Service** to be held on April 9, 2013. The goals of this day are to highlight the impact of national service and thank individuals serving in AmeriCorps and Senior Corps programs across the country. Full details about the Day of Recognition can be found in the attached press release.

In Roanoke and Vinton, we actively engage national service members and volunteers in efforts to address important community needs. Notable contributions made by our local 18 AmeriCorps VISTA Members includes:

- ✓ **Recruited 1008 community volunteers;**
- ✓ **Raised \$481,986 in cash, grant awards, and in-kind donations;**
- ✓ **Served with over 10,000 community volunteers;**
- ✓ **Community volunteers have served over 10,000 hours of service;**
- ✓ **Partnered with over 75 nonprofits in Southwest Virginia**
- ✓ **Served 1,221 unduplicated children meals and snacks 3 times a week during Summer 2012;**
- ✓ **200 children participated in summer learning programs lead by curriculum created by VISTA Members;**
- ✓ **Implemented job training program and partnership with Rowe Furniture**

We hope you will consider joining mayors nationwide in celebrating the Mayors Day of Recognition for National Service. Registration is easy and can be done online by going to the [www.nationalservice.gov/mayorsforservice](http://www.nationalservice.gov/mayorsforservice) link on the press release and clicking on the "Sign Up Today!" button.

Naturally, we are excited about this opportunity to shine a spotlight on the value of national service in Vinton and stand ready to work with you in your efforts to participate in the inaugural Mayors Day of Recognition for National Service.

For more details or to sign on, please contact my office or the Corporation for National and Community Service State Program Director, Patrice Dempsey at 804.771.2197, ext. 23 or at [pdempsey@cns.gov](mailto:pdempsey@cns.gov)

Sincerely,

Judy Wood  
Vice President, The Advancement Foundation  
540-815-6129  
[JudyW.TAF@gmail.com](mailto:JudyW.TAF@gmail.com)



# PROCLAMATION

**WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and

**WHEREAS**, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet needs; and

**WHEREAS**, AmeriCorps and Senior Corps address the most pressing challenges facing our localities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

**WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

**WHEREAS**, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

**WHEREAS**, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

**WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

**WHEREAS**, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

**WHEREAS**, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 9, 2013.

**NOW, THEREFORE**, I, Bradley E. Grose, Mayor of the Town of Vinton and on behalf of Town Council and all our citizens do hereby proclaim April 9, 2013, as **National Service Recognition Day**, and encourage residents to recognize the positive impact of national service in our town, to thank those who serve; and to find ways to give back to their communities.

**IN WITNESS WHEREOF**, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 2nd day of April, 2013.

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Bradley E. Grose, Mayor



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

GFWC Woman's Club of Vinton – Child Abuse Awareness Prevention Month

### **Summary**

The GFWC Woman's Club of Vinton planted pinwheels in the flower garden in front of the Municipal Building to promote the month of April as Child Abuse Awareness Prevention Month. The Police Department partnered with the Woman's Club again this year. Either a member of the Woman's Club or Chief Cook will make brief comments at the meeting.

### **Attachments**

None

### **Recommendations**

No action required



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

Request for funding presentation by the Brain Injury Services of SWVA

### **Summary**

A representative from this Community Agency will be present to give a 10 minute presentation to support their request for funding in the FY2014 budget.

### **Attachments**

FY2014 Request for Funding Application

### **Recommendations**

No action required



## FY 2014 REQUEST FOR FUNDING APPLICATION

### Instructions

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your organization.
3. **Attach organization's most recent audit. May be submitted later if not currently available.**
4. Sign, date and send the completed application to:

Christopher Lawrence, Town Manager  
 311 South Pollard Street  
 Vinton, VA 24179

**Applicant Information**    Non-Profit    Public    Other    Private    Association    (Circle One)

Name of Organization & Tax ID or EIN number    54-2011536    Brain Injury Services of SWVA		
Address    3904 Franklin Rd., Ste. B		
City    Roanoke	State    VA	Zip    24014

### CONTACT PERSON

Name    Mae Johnson	
Title    Dir. of Dev. & Marketing	Phone    540-344-1200

### ORGANIZATION INFORMATION

Describe your organization's mission:    Our mission is to create and sustain an organization that helps brain injury survivors and their families in Southwest Virginia. Our goal is to make a positive, measurable difference in a survivor's abilities to fulfill their service potential and optimize their reintegration into their families and communities.	
How many people are served by your organization?    Approximately 300 families	
How many Vinton Residents are served by your organization?    Three Town of Vinton residents	
Geographic area served by your organization: 11,000 square miles of southwest Virginia	Year the organization was established:    2000

**SERVICES PROVIDED**

Describe the service your organization provided to Town of Vinton citizens: (Detailed Project or Event Description – Tell us about what you want to do and when (include dates, names of co-sponsors, etc))

The requested funds will support comprehensive Case Management services and Community Support services to brain injury survivors in the Town of Vinton. Case Managers identify, coordinate and monitor services and resources needed to meet each client's needs and seek to fulfill their service potential based on the client's life goals.

**FUNDING**

List all funding received and requested from surrounding jurisdictions: (List the Town of Vinton first)

Jurisdiction (i.e. other towns, cities, counties, companies, etc)	Received FY 2013	Requesting FY 2014
<b>TOWN OF VINTON</b>	\$0	\$550
Roanoke City	\$0	\$5,000
Roanoke County	\$2,800	\$3,000
Salem	\$2,000	\$2,000
Botetourt County	\$0	\$5,000
Craig County	\$0	\$250

**Impact Statement:**

By providing comprehensive, individualized service coordination and encouraging development of each client's service potential, fewer individuals with brain injury will "fall through the cracks" of complex rehabilitation and human service systems. In addition, by increasing the client's independence and fulfilling their service potential the overall costs to the community decrease and the contributions to the community increase because these individuals are more productive and less dependent on support.

  
 \_\_\_\_\_  
 Signature

2-1-2013  
 \_\_\_\_\_  
 Date



## **Town Council Agenda Summary**

### **Meeting Date**

March 19, 2013

### **Department**

Administration

### **Issue**

Presentation by the Roanoke Valley-Alleghany Regional Commission

### **Summary**

Wayne Strickland will be present at the meeting to give this annual report on behalf of the Commission.

### **Attachments**

None

### **Recommendations**

No action required



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Planning & Zoning

### **Issue**

Conduct a Public Hearing to receive public comments regarding the petition of Trey Boyd, t/a Scorpion Towing & Recovery, authorized agent, for a Special Use Permit (SUP) operate a storage lot for the storage of vehicles impounded by law enforcement agencies and financial institutions, as well as temporary storage of vehicles purchased by a dealership, at 814 2nd Street, Vinton, Virginia, tax map number 60.19-2-16, zoned M-1 Limited Industrial District.

### **Summary**

During Town Council work session held on March 19<sup>th</sup>, members were briefed on Mr. Boyd's petition for a SUP to operate a storage lot for the storage of vehicles impounded by law enforcement agencies and financial institutions, as well as temporary storage of vehicles purchased by a dealership. Council expressed concern regarding the visibility of the lot from the residential district on W. Augusta Avenue. Mr. Boyd has proffered that, should the petition be approved, he will put solid screening along the north side of the property that faces W. Augusta Avenue.

On March 7<sup>th</sup>, Planning Commission held a public hearing to consider comments regarding the petition and voted unanimously to recommend approval of the petition.

### **Attachments**

Ordinance  
Proffer

### **Recommendations**

Conduct Public Hearing  
Motion to adopt Ordinance

To whom it may concern,

I Trey Boyd owner of Scorpion Towing and Recovery LLC plan to proffer 814 2nd street (impound lot) upon approval of the new special use permit. In doing this the north side (closest to W Augusta Ave) will receive privacy coverage added to the fence.

Trey Boyd



3/27/13

Scorpion Towing and Recovery LLC

P.O Box 676

Vinton VA

24179

**ORDINANCE NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, APRIL 2, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.**

**AN ORDINANCE** to approve the petition of Trey Boyd, t/a Scorpion Towing & Recovery, authorized agent, for a Special Use Permit to operate a storage lot for the storage of vehicles impounded by law enforcement agencies and financial institutions, as well as temporary storage of vehicles purchased by a dealership, at 814 2<sup>nd</sup> Street, Vinton, Virginia, tax map number 60.19-2-16, zoned M-1 Limited Industrial District.

**THEREFORE, BE IT ORDAINED** by the Council of the Town of Vinton, Virginia that the petition of Trey Boyd, t/a Scorpion Towing & Recovery, authorized agent, for a Special Use Permit (SUP) to operate a storage lot for the storage of vehicles impounded by law enforcement agencies and financial institutions, as well as temporary storage of vehicles purchased by a dealership, at 814 2<sup>nd</sup> Street, Vinton, be approved. Vehicles are to be stored no longer than the time period allowed by Section 4-40(b)(3) of Appendix B, Zoning of the Vinton Town Code. The following condition applies, as accepted by the Petitioner:

1. The portion of the lot facing W. Augusta Avenue shall be screened with solid structural screening;
2. The existing chink link fence surrounding the rest of the lot shall be maintained in a good condition, as well as clear and free of overgrowth.

This ordinance is adopted on motion made by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, with the following votes recorded:

AYES:

NAYS:

APPROVED:

\_\_\_\_\_  
Bradley E. Grose, Mayor

ATTEST:

\_\_\_\_\_  
Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Planning & Zoning

### **Issue**

Conduct a Public Hearing to receive public comments regarding the petition of Jason M. Varney, t/a Consolidated Real Estate Enterprises, LLC, authorized agent, for a Special Use Permit (SUP) to convert a single-family dwelling, located at 134 West Augusta Avenue, tax map number 060.15-05-18, zoned RB Residential Business District, into a two-family dwelling.

### **Summary**

During Town Council work session held on March 19<sup>th</sup>, members were briefed on Mr. Varney's petition. A two-family dwelling that does not meet the lot area (12,000 square feet) and lot width (75 feet) requirements will be permitted by a special use permit. The property does not meet those requirements, having only 7,840 square feet in area and only 50 feet in width.

On March 7<sup>th</sup>, Planning Commission held a public hearing to consider comments regarding the petition and voted unanimously to recommend approval of the petition.

### **Attachments**

Ordinance

### **Recommendations**

Conduct Public Hearing  
Motion to adopt Ordinance

**ORDINANCE NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, APRIL 2, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.**

**AN ORDINANCE** to approve the petition of Jason M. Varney, t/a Consolidated Real Estate Enterprises, LLC, authorized agent, for a Special Use Permit (SUP) to convert a single-family dwelling, located at 134 West Augusta Avenue, tax map number 060.15-05-18, zoned RB Residential Business District, into a two-family dwelling.

**THEREFORE, BE IT ORDAINED** by the Council of the Town of Vinton, Virginia that the petition of Jason M. Varney, t/a Consolidated Real Estate Enterprises, LLC, authorized agent, for a Special Use Permit (SUP) to convert a single-family dwelling, located at 134 West Augusta Avenue, into a two-family dwelling be approved.

This ordinance is adopted on motion made by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, with the following votes recorded:

AYES:

NAYS:

APPROVED:

\_\_\_\_\_  
Bradley E. Grose, Mayor

ATTEST:

\_\_\_\_\_  
Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Public Works

### **Issue**

Consider adoption of a Resolution authorizing the Town Manager to execute a contract with Lawrence Equipment of Cloverdale, Virginia, in the amount of \$27,695.00 for a Case Farmall 55A 2013 Grounds Tractor plus additional accessory equipment in the amount of \$12,805.00 for a total of \$40,500.00.

### **Summary**

To purchase a new grounds tractor and landscaping accessories for town wide maintenance with current budget year funding. The low bidder for the tractor contract was Lawrence Equipment.

### **Attachments**

Memo from staff  
TOV Bid Form, Acceptance, and Contract Award  
Resolution

### **Recommendations**

Motion to adopt Resolution



# TOWN OF VINTON

804 THIRD STREET  
VINTON, VIRGINIA 24179  
PHONE (540) 983-0646  
FAX (540) 985-4582

**Gary W. Woodson**  
Public Works Director

**To:** Christopher S. Lawrence

**From:** Gary W. Woodson

**Date:** March 28, 2013

**RE:** 2013 Case Farmall 55A Grounds Tractor and Accessory Equipment

---

Chris,

The Public Works Department is requesting your review and approval for purchasing a new Tractor and Equipment Accessories for its Grounds Division. The funding for the equipment was approved in the FY12/FY13 Town Budget for the amount of \$40,500.00 and carried under Line Number 200.4101.799. The Department solicited closed bids for the tractor and accessories and received two bid packages in from local suppliers. The low bidder for the tractor contract was Lawrence Equipment in Cloverdale, Virginia. Below is an itemized list of their submitted equipment with costs for the items we are seeking approval for purchase.

1) Equipment Make/Model/Year:

▪ 2013 Case Farmall 55A Tractor -

- Brush Cutter
- Finish Mower \$27,695.00

2) Accessory Equipment:

- Scraper Blade (738.00 X 2) \$ 1,476.00
- Box Blade \$ 1,200.00
- Post Hole Digger \$ 1,188.00
- Small Finish Mower \$ 1,925.00
- Front End Loader with Wheel Fluids \$ 6,600.00
- Miscellaneous Supplies: Blades, Fluids,  
and Safety Equipment \$ 416.00

TOTAL \$40,500.00

The Department respectfully requests your review and approval for the purchase of a new Case tractor with accessories for the amount of \$40,500.00 under budget line item 200.4101.799 from Lawrence Equipment the contract low bidder.

Thank you

**BID FORM, ACCEPTANCE, and CONTRACT AWARD**

**Note:** This form must be executed in ink. All bids must be submitted on this form. No other form will be accepted for submission of bids. Submit this form in duplicate.

**Solicitation No:** TOVPW-13E-020799-001, Furnish Utility Tractor with Implements to the Town of Vinton VA

**To:** Town of Vinton  
311 South Pollard Street  
Vinton, VA 24179

**Submitted By:** Lawrence Equipment  
(Name of Individual Bidder, Corporation, Partnership, or Joint Venture)  
357 Simmons Dr  
(Address Line 1)  
  
(Address Line 2)  
Cloverdale Va 24077  
(City/Town, State, Zip Code)  
(540) 537-0798 ext. 966-0151  
(Telephone Number with Area Code)  
(540) 966-6425  
(Facsimile Number with Area Code)

Addendum Number	Date	
_____	_____	Acknowledged
_____	_____	Acknowledged

(If no addenda are issued, write None in the spaces above)

Tractor with Multiple Implements & Training **Price** \$ 21,695.00 w/2 Imp. see sep page for options.

Equipment Make/Model/Year Case Farmall 55A 2013

Delivery Time (stated in calendar days) 45 days

**Attention:** Attach Copy of Manufacturer's Warranty (See Section 00100, paragraph 8)  
**Attention:** If submitting on equipment other than make and model described in Section 00200, paragraph 1, then see Section 00100, paragraph 7 for bid submission requirements. See also, Section 00100, paragraph 9 for Deviations.  
**Attention:** See Section 00200, paragraph 5, if applicable for bid attachment.

Bidder certifies by submission of this bid that they carefully examined all Solicitation documents and will furnish the specified equipment and training for the price stated above.

<b>Town of Vinton:</b>		<b>Contractor:</b>	
Signature	[Hatched Area]	<u>Thomas Canterbury</u>	Signature
Christopher S. Lawrence		<u>Thomas Canterbury</u>	Print Name
Town Manager		<u>Sales</u>	Title
Date		<u>3-18-13</u>	Date

**RESOLUTION NO**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, APRIL 2, 2013, AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS,** the 1986/1987 Ford Tractors that serve the Public Works Department have exceeded their useful life and it has been determined that the best course of action is to replace the equipment with a new Case Farmall 55A 2013 Grounds Tractor; and

**WHEREAS,** the Public Works Department solicited two quotes from competent Tractor Equipment Suppliers specifications; and

**WHEREAS,** the lowest bidder was Lawrence Equipment of Cloverdale, Virginia, with a quote of \$27,695.00 plus allowance to purchase additional Optional Accessories, for a total purchase of \$40,500.00; and

**WHEREAS,** the funds will come from the current FY2013 budget, Tractor-Public Works, line item 200.4101.799; and

**WHEREAS,** Council needs to award the bid and authorize the Town Manager to execute the contract for the equipment.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby grant a contract to Lawrence Equipment of Cloverdale, Virginia, in the amount of \$27,695.00 for a Case Farmall 55A 2013 Grounds Tractor, plus additional accessory equipment in the amount of \$12,805.00 for a total of \$40,500.00 and hereby authorize the Town Manager to execute the contract for the equipment and any other necessary documents.

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

AYES:

NAYS:

APPROVED:

\_\_\_\_\_  
Bradley E. Grose, Mayor

ATTEST:

\_\_\_\_\_  
Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

Consider adoption of a Resolution approving the budget for the CDBG Downtown and Economic Revitalization Grant.

### **Summary**

The project budget must be adopted by Council before the project deadline of April 8, 2013. This is an extension of the project deadline by thirty (30) days. The budget is the last piece that needs to be adopted before pre-contract deadline. The programmatic agreement is between the Town and DHR, not VDHCD.

The project budget serves as the constraints for the project per activity to be completed. While the constraints cannot be changed randomly, they can be altered if the Project Management Team and Council realize that money is not going to be completely appropriated for a certain project activity. The change in appropriations must be agreed to by VDHCD and usually takes place towards the end of the project timeframe. VDHCD wants to see that the money is leveraged to the best of its ability and project outcomes are measureable and consistent with the vision of the project and Council.

### **Attachments**

Downtown Grant Budget  
Resolution

### **Recommendations**

Motion to adopt Resolution

Applicant: Town of Vinton; Project: Downtown Vinton Business District Revitalization Project							
2012 CDBG Competitive Grant Project							
Revised 3/12/2013							
				TOTAL COST	CDBG	Other Funding	Notes
<b>Washington Avenue/Pollard Street Intersection and Gateway Improvements: Install New Crosswalks at the Intersection of Washington Avenue and Pollard Street</b>							
Description of Work	Qty	Unit	Unit Cost		Estimated Cost		
Milling and Paving				\$ 21,684	\$ 21,684	\$ -	
Pavement Imprinting				\$ 23,760	\$ 23,760	\$ -	
Traffic Loop Detectors Replacement				\$ 3,520	\$ 3,520	\$ -	
Pavement Striping & Markings				\$ 500	\$ 500	\$ -	
Handicap Ramps and Sidewalk Improvements				\$ 2,544	\$ 2,544	\$ -	
			Subtotal:	\$ 52,008	\$ 52,008	\$ -	
Architect/Engineering Services (10%)				\$ 5,201	\$ 5,201	\$ -	Negotiated based on DHCD fee schedule
			<b>TOTAL</b>	<b>\$ 57,208</b>	<b>\$ 57,208</b>	<b>\$ -</b>	
<b>Virginia Avenue/Pollard Street Gateway Improvements</b>							
Description of Work	Qty	Unit	Unit Cost		Estimated Cost		
Landscaping: low shrubs	15	ea	\$ 45	\$ 675	\$ 675	\$ -	Potential match: Town/volunteer labor (plantings)
Landscaping: groundcover/grasses	250	sf	\$ 6	\$ 1,500	\$ 1,500		
Landscaping: fine grading/seeding	224	sf	\$ 0.50	\$ 112	\$ 112		
Gateway Signage	1	ls	\$ 5,500	\$ 5,500	\$ 5,500		
Gateway signage lighting	1	allow	\$ 2,640	\$ 2,640	\$ 2,640		
			Subtotal:	\$ 10,427	\$ 10,427		
Design Services (10%)				\$ 1,043	\$ 1,043	\$ -	Negotiated based on DHCD fee schedule
			<b>TOTAL</b>	<b>\$ 11,470</b>	<b>\$ 11,470</b>	<b>\$ -</b>	
<b>Vinton Farmers Market Area</b>							
Description of Work	Qty	Unit	Unit Cost		Estimated Cost		
Farmers market improvements: green pave parking, lighting, landscaping	1	ls	\$ 100,000	\$ 100,000	\$ 100,000		
			Subtotal:	\$ 100,000	\$ 100,000		
Arch/Eng Design Services (14%)				\$ 14,000	\$ 14,000		14% based on DHCD fee schedule
			<b>TOTAL - FARMERS MARKET</b>	<b>\$ 114,000</b>	<b>\$ 114,000</b>		
General Surveyor allowance (additional topo, easement plats, etc)	1	allow	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	up to and as needed
			<b>TOTAL</b>	<b>\$ 116,500</b>	<b>\$ 114,000</b>	<b>\$ 2,500</b>	
<b>Streetscape Improvements- 2 blocks of Pollard and 2 blocks of Lee</b>							
Description of Work	Qty	Unit	Unit Cost		Estimated Cost		
Remove Existing Utility Poles and Cobra Lights	18	pole	\$ 2,500	\$ 45,000	\$ 45,000	\$ -	
Conduit for Lighting	2000	lf	\$ 22	\$ 44,000	\$ 44,000	\$ -	
Streetlights - 2 Blocks of Pollard St, 2 Blocks of Lee Ave, & Farmers Mkt	42	light	\$ 3,000	\$ 126,000	\$ 126,000	\$ -	
Site furnishings (benches, trash receptacles)	1	allow	\$ 6,100	\$ 6,100	\$ 6,100		
Allowance for upgrading posts/frames for existing signage	1	allow	\$ 12,000	\$ 12,000		\$ 12,000	
Directional and Wayfinding Signage	1	l.s.	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	estimate down due to signage being in from washington/pollard currently?
			Subtotal:	\$ 240,100	\$ 228,100	\$ 12,000	
Arch/Eng Design Services (14%)				\$ 33,614	\$ 31,934	\$ 1,680	14% based on DHCD fee schedule
			<b>TOTAL</b>	<b>\$ 273,714</b>	<b>\$ 260,034</b>	<b>\$ 13,680</b>	
<b>Miscellaneous Improvements</b>							
Description of Work	Qty	Unit	Unit Cost		Estimated Cost		
Canopy Trees for Parking Lots	1	allow	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	Town Hall parking lots
Demolition of Town-owned Storage Buildings - Completed October 2011	2	l.s.	\$ 9,000	\$ 18,000	\$ -	\$ 18,000	Town Fund
Rehabilitation of Former Storage Buildings Site				\$ 20,000	\$ -	\$ 20,000	Town Fund
Retaining Wall	1	l.s.	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
Green/Pervious Parking Areas	20	space	\$ 1,500	\$ 30,000	\$ 30,000	\$ -	
			Subtotal:	\$ 78,000	\$ 40,000	\$ 38,000	
Arch/Eng Design Services (10%: canopy trees, retaining wall, green parking)				\$ 4,000	\$ 4,000		
			<b>TOTAL</b>	<b>\$ 82,000</b>	<b>\$ 44,000</b>	<b>\$ 38,000</b>	

<b>Façade Improvements</b>								
Description	Qty	Unit	Unit Cost		Estimated Cost			
107 W. Lee Avenue - Vinton Hair Stylists: Completed in Sept. 2010	1	allow	\$ 7,068	\$ 7,068	\$ -	\$ 7,068		Town/County Fund
105 W. Lee Avenue - IDK Restaurant: Completed in December 2010	1	allow	\$ 15,192	\$ 15,192	\$ -	\$ 15,192		Town/County Fund
212 S. Pollard Street - Neely's Accounting: Completed in Feb 2011	1	allow	\$ 10,873	\$ 10,873	\$ -	\$ 10,873		Town/County Fund
301 South Pollard Street - Charity Cottage	1	allow	\$ 21,776	\$ 21,776	\$ 10,888	\$ 10,888		Town/County/Owner Fund
113 W. Lee Avenue - Christ Fellowship Church	1	allow	\$ 2,500	\$ 2,500	\$ 1,250	\$ 1,250		Town/County/Owner Fund
117 W. Lee Avenue - Charme Beauty Shop	1	allow	\$ 2,900	\$ 2,900	\$ 1,450	\$ 1,450		Town/County/Owner Fund
119 W. Lee Avenue - Allstate Insurance	1	allow	\$ 3,500	\$ 3,500	\$ 1,750	\$ 1,750		Town/County/Owner Fund
123 W. Lee Avenue - Cornerstone Antique	1	allow	\$ 11,500	\$ 11,500	\$ 5,750	\$ 5,750		Town/County/Owner Fund
107 South Pollard Street - (front façade)	1	allow	\$ 14,000	\$ 14,000	\$ 7,000	\$ 7,000		Town/County/Owner Fund - cost to be determined by program
109 South Pollard Street - OMA Training	1	allow	\$ 5,850	\$ 5,850	\$ 2,925	\$ 2,925		Town/County/Owner Fund
111 South Pollard Street - United Pentecostal Church	1	allow	\$ 7,950	\$ 7,950	\$ 3,975	\$ 3,975		Town/County/Owner Fund
119 South Pollard Street - US Post Office	1	allow	\$ 9,600	\$ 9,600	\$ 4,800	\$ 4,800		Town/County/Owner Fund
217 South Pollard Street - Azteca de Oro Tienda y Taqueria	1	allow	\$ 13,000	\$ 13,000	\$ 6,500	\$ 6,500		Town/County/Owner Fund
303 South Pollard Street - Angelo's Restaurant	1	allow	\$ 18,600	\$ 18,600	\$ 9,300	\$ 9,300		Town/County/Owner Fund
Bank of America	1	allow	\$ 25,000	\$ 25,000	\$ 12,500	\$ 12,500		
			<i>Subtotal:</i>	\$ 169,309	\$ 68,088	\$ 101,221		
Design Services	12	façade	\$ 1,850	\$ 22,200	\$ 22,200			
			<b>TOTAL</b>	\$ 191,509	\$ 90,288	\$ 101,221		
<b>Future Roanoke County Vinton Branch Library Development</b>								
Description of Work	Qty	Unit	Unit Cost		Estimated Cost			
Real Estate Acquisitions: Completed June 2011	2			\$ 1,255,000	\$ -	\$ 1,255,000		Town of Vinton: \$627,500/Roanoke County: \$627,500 Fund
			<b>TOTAL</b>	\$ 1,255,000		\$ 1,255,000		
<b>Business Development</b>								
Description of Work	Qty	Unit	Unit Cost		Estimated Cost			
Business Revolving Loan Pool	1	allow	\$ 100,000	\$ 100,000	\$ 100,000			
Branding effort	1	ls	\$ 10,000	\$ 10,000	\$ 5,000	\$ 5,000		Town of Vinton to contract with firm
Downtown Shopping and Dining Guide	1	ls	\$ 10,000	\$ 10,000	\$ -	\$ 10,000		Town of Vinton
Marketing/Promotional Events at the Farmers Market	1	ls	\$ 4,600	\$ 4,600	\$ -	\$ 4,600		Foundation of Roanoke Valley/VA Farm Bureau
			<b>TOTAL</b>	\$ 124,600	\$ 105,000	\$ 19,600		
<b>CDBG Grant Administration</b>								
Grant and Program Administration								Can be 10% of grant amount or up to \$70,000
Execution of DHCD Contract	1		\$ 3,000	\$ 3,000	\$ 3,000	\$ -		15% of Admin total <i>move 3k to other areas</i>
Execution of Project Contract(s)	1		\$ 3,000	\$ 3,000	\$ 3,000	\$ -		15% of Admin total <i>move 3 k to other areas</i>
Contract Monitoring	1		\$ -	\$ -	\$ -	\$ -		20% of Admin total <i>delete unless needed for engineering</i>
Construction Completion	1		\$ -	\$ -	\$ -	\$ -		20% of Admin total <i>delete unless needed for engineering</i>
Achievement of Benefits	1		\$ 10,000	\$ 10,000	\$ 10,000	\$ -		25% of Admin total
Administrative Project Closeout	1		\$ 2,000	\$ 2,000	\$ 2,000	\$ -		5% of Admin total
			<b>TOTAL</b>	\$ 18,000	\$ 18,000	\$ 18,000	\$ -	
			<b>TOTAL COSTS:</b>	\$ 2,130,001	\$ 700,000	\$ 1,430,001		

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, APRIL 2, 2013 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS**, the Town of Vinton has been awarded a \$700,000 Downtown and Economic Revitalization Grant from the 2012 Community Development Block Grant (CDBG) from the Virginia Department of Housing and Community Development (VDHCD); and

**WHEREAS**, one of the requirements of the Grant, number 12-31, is the adoption of the budget; and

**WHEREAS**, the budget serves as the guidelines for the activities and work to be completed during the grant project.

**NOW THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby adopt the budget for the 2012 CDBG Grant.

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



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

Briefing on Programmatic Agreement between the Town of Vinton and The Virginia State Historic Preservation Office regarding the Vinton Downtown Revitalization Project

### **Summary**

DHR determined that the Downtown Project APE (Area of Potential Effect) directly overlaps what they say is an area potentially eligible for designation on the Nation Register of Historic Places based on Criterion A (commerce) for the time of 1884-1963. Through this they identified several structures that are at least fifty (50) years old and have served as an important economic structure. Due to this potential designation, the Town must sign a Programmatic Agreement with DHR for consultation on any work done through the CDBG project. Also, the Town had to identify other potentially affected parties that may have an interest in work done to historic structures in APE. Through consultation with HUD and DHR Federal Recognized Native American tribes, State recognized Native American Tribes and local and regional historical societies were identified. As part of the Agreement the Town had to send each a letter and give them time to respond with either an approval for consultation or denial. The time frame for response is 30 days.

### **Timeline:**

March 15, 2013 – letter received from DHR

March 22, 2013 – Consultation with HUD finalized and letters sent to Native American Tribes with 30 day comment period

April 16, 2013 – Council needs to vote to allow Town Manager to sign Programmatic Agreement as VDHCDC needs the approved contract before FONSI/RROF is released (April 22, 2013)

### **Attachments**

Draft Programmatic Agreement

### **Recommendations**

No action required

**PROGRAMMATIC AGREEMENT  
BETWEEN  
THE TOWN OF VINTON  
AND  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE  
REGARDING  
THE VINTON DOWNTOWN REVITALIZATION PROJECT  
IN ROANOKE COUNTY, VIRGINIA**

**WHEREAS**, the Town of Vinton Virginia (Town) has applied for and shall receive a Community Development Block Grant (CDBG) from the Virginia Department of Housing and Community Development (DHCD), for the purpose of elimination and prevention of slums and blight<sup>[n1]</sup>; and

**WHEREAS**, Congress amended the Housing and Community Development Act of 1974 (HCD Act) in 1981 to give each State the opportunity to administer CDBG funds for non-entitlement areas; and

**WHEREAS**, in the Commonwealth of Virginia the DHCD administers CDBG funds from the U.S. Department of Housing and Urban Development (HUD) under the HCD Act; and

**WHEREAS**, pursuant to 24 CFR Part 58, states administering the CDBG program have the responsibility of ensuring that recipient communities comply with applicable State and Federal laws and requirements, including the National Historic Preservation Act (16 U.S.C. 470f) (NHPA) and, therefore, DHCD has been invited and has participated in consultation towards this Agreement; and

**WHEREAS**, CDBG funds shall be used for the Vinton Downtown Revitalization Project which consists of façade, landscaping, sidewalk, lighting, and wire improvements (Undertaking); and

**WHEREAS**, the Town in consultation with the Virginia Department of Historic Resources (DHR), which serves as the Virginia State Historic Preservation Office (SHPO), have established the Undertaking's Area of Potential Effects (APE), as shown in Appendix 1, which includes the Vinton Downtown Historic District (Historic District, DHR ID # 149-5010), a district that is being treated as eligible for listing in the National Register of Historic Places (NRHP) for the purposes of Section 106 pursuant to 36 CFR 800.13(c); and

**WHEREAS**, the Town has determined in consultation with the SHPO that the Undertaking may affect historic properties within the Historic District, per 36 CFR Part 800.5(a) of the regulations implementing Section 106 of the NHPA; and

**WHEREAS**, the SHPO, Town have agreed, per 36 CFR Part 800.3(g), to compress the steps of the Section 106 process in order to expedite consultation; and

**WHEREAS**, the Town has provided notification to the Advisory Council on Historic Preservation (ACHP) per 36 CFR Part 800.6(a)(1); and the ACHP [accepted/declined [n2]]the invitation to participate; and

**WHEREAS**, pursuant to 36 CFR Part 800.3(f)(2) the Town has invited the Federally-recognized tribes that retain cultural interests in the Town and surrounding area, including the Delaware Tribe, Tuscarora Nation of New York, Cherokee Nation, Shawnee Tribe, Eastern Shawnee Tribe, and the Catawba Indian Nation to participate in consultation and to sign as a consulting party, and they [accepted/declined [n3]]the invitation to participate; and

**WHEREAS**, pursuant to 36 CFR Part 800.3(f), the Town has invited the Vinton Historical Society and Museum to participate in consultation and to sign as a consulting party and they [accepted/declined [n4]]the invitation to participate; and

**WHEREAS**, pursuant to 36 CFR Part 800.3(f), the Town has invited the History Museum and Historical Society of Western Virginia to participate in consultation and to sign as a consulting party and they [accepted/declined [n5]]the invitation to participate; and

**WHEREAS**, pursuant to 36 CFR Part 800.3(f), the Town has invited state-recognized tribes including the Patawomeck Indian Tribe of Virginia, Nottoway Indian Tribe of Virginia, Cheroenhaka Indian Tribe of Southampton County, Monacan Indian Nation, Nansmond Tribe, Upper Mattaponi Tribe, Rappahannock Tribe, Eastern Chickahominy Tribe, Chickahominy Tribe, Pamunkey Tribe, and Mattaponi Tribe to participate in consultation and to sign as a consulting party, and they [accepted/declined [n6]]the invitation to participate; and

**WHEREAS**, the definitions given in Appendix 2 are applicable throughout this Agreement.

**NOW, THEREFORE**, the Town and the SHPO, agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the Undertaking's effects on historic properties.

## **STIPULATIONS**

The Town shall ensure that the following stipulations are met:

### **I. Guiding Principles**

A. The Town shall utilize the existing Vinton [Downtown Business District Management Team [n7]]to review projects covered under this Agreement and shall monitor project work. The Management Team shall be responsible for the identification, evaluation, and

treatment of historic properties involving the expenditure of federal assistance from HUD.

B. In consultation with the SHPO the Town shall attempt to meet, when feasible, the *Secretary of the Interior's Standards for Rehabilitation* (Appendix 3) for all projects related to this Undertaking that affect a contributing property within the Historic District.

C. The Town shall ensure, when feasible, that all CDBG-funded new construction, within the Historic District is compatible with the historic character of the Historic District.

D. The Town and SHPO in order to streamline the Section 106 review process shall emphasize the treatment of exteriors that contribute to the property's potential eligibility for the National Register; may exempt categories of routine activities; and may develop treatment and design protocols for rehabilitation and new construction.

## **II. Coordination of Review**

A. When the Town identifies a property that will be affected by the Undertaking, the Town shall submit via DHR's Electronic Project Information Exchange system (ePIX), which is located on the web at <http://apps.cao.virginia.gov/epix/>, the following documentation to the SHPO for review and comment. If the Town disagrees with the SHPO's comments, consultation shall continue until an agreement is reached. If an agreement cannot be reached, consultation will continue pursuant to Stipulation X. Dispute Resolution.

1. A Project Review Application Form.
2. A copy of the map in Appendix 1 showing the precise location of the property.
3. Photographs of the building(s)'s exterior(s) from the front, back and sides. For new constructions projects, photographs of the site and neighboring streetscape.
4. A determination of whether the property contributes to the Historic District as defined by the boundaries of the map (Appendix 1).

B. If any portion of the Undertaking shall result in a cumulative ground disturbance of one (1) acre or greater, the Town shall consult with the SHPO per Stipulation V.

C. If the Town determines that a property does not contribute to the Historic District, then the Town may proceed with rehabilitation activities on that property but shall continue to consult with the SHPO and other consulting parties, per Stipulation II. (D), on any new construction at that location.

D. If the Town determines that a property contributes to the Historic District, then it must be treated as an historic property for the purposes of Section 106, and the Town shall assess the effects of the Undertaking on that property. The Town shall prepare the following information based on the type of activity anticipated.

1. Rehabilitation

- a. Detailed scope of work.
- b. Plans and drawings, if applicable.
- c. Materials specifications, if applicable.
- d. Description and photos of architectural features to be repaired or replaced.

2. Demolition

- a. An explanation of the reasons for demolition.
- b. Any code enforcements documents that support the necessity of demolition, if applicable.
- c. A structural evaluation and documentation of the buildings that supports the necessity of demolition, if applicable.
- d. Adequate documentation to demonstrate that rehabilitation is not economically or structurally feasible, or that retention of the property would jeopardize the implementation of an affordable housing project.

3. New Construction

- a. Identification of the lot proposed for new construction, including street address and map.
- b. Plans for exterior elevations.
- c. Exterior materials specifications.
- d. Site plan, including the boundaries of the lot and adjacent lots and proposed footprint of new construction.

E. For all rehabilitation and demolition projects on properties considered contributing to the Historic District and all new construction within or directly adjacent to the Historic District carried out under this Agreement, the Town shall submit to the SHPO and other consulting parties for review and comment the following information.

1. All documentation prepared pursuant to Stipulation II (A).
2. All necessary documentation prepared pursuant to Stipulation II (D).
3. A determination of whether the proposed treatment meets the *Standards* or detailed statement as to why the *Standards* cannot be met. A form shall be completed for all new construction and rehabilitation projects (Appendix 4).
4. A Finding of Effect (No Adverse Effect or Adverse Effect) based on an application of the *Standards* and the guidance in 36 CFR Part 800.5.

### **III. Mitigation**

A. If adverse effects are identified during the course of the project, the Town shall consult with the SHPO and other consulting parties, as applicable, to consider possible ways to avoid or minimize the adverse effects. The Town shall provide the opportunity for the interested public to express their views on the proposed mitigation measures pursuant to Stipulation IX (B). If the effects cannot be avoided the Town shall consult with the SHPO and other consulting parties about appropriate mitigation which shall be determined based on the degree of the adverse effect and the level of significance of the resource. The agreed upon mitigation shall be submitted to the SHPO for review and comment before construction or demolition begins.

B. All mitigation documentation prepared pursuant to this Agreement shall be prepared by a professional in the appropriate discipline who meets the *Secretary of the Interior's Professional Qualification Standards* (36 CFR Part 61).

### **IV. Emergency Situations**

Should a building collapse, be largely destroyed by fire, be substantially damaged by a storm and/or be on the verge of collapse, the Town may, per 36 CFR Part 800.12, declare an Emergency Situation and, acting in the interest of public health and safety, propose demolition of a historic property. Upon issuance of the order, the Town shall, to the extent possible, document the building and notify the SHPO as soon as possible.

### **V. Archaeology**

A. The Town may proceed without archaeological consultation with the SHPO for the following ground-disturbing activities:

1. Any individual activity requiring less than one (1) acre of ground disturbance. The area of potential effect for individual activities shall include all land-disturbing actions associated with site preparation, construction, associated access

roads, temporary construction easements, equipment storage areas, below ground utilities, etc.

2. The installation of utilities, such as sewer, storm, electrical, gas, steam, compressed air, leach lines, and septic tanks in road rights-of-way, existing utility corridors, or other areas previously disturbed by these activities.

B. Any projects involving ground-disturbing activities within existing archaeological sites or not otherwise exempted under Stipulation V.(A.), above, shall be submitted to the SHPO, for review and comment through the completion of a Project Review Application via DHR's Electronic Project Information Exchange system, ePIX, which is located on the web at <http://apps.cao.virginia.gov/epix/>.

C. Should the Town determine, in consultation with the SHPO that further archaeological identification is needed, the SHPO shall recommend a program to identify and evaluate archaeological resources.

D. Should the Town, as a result of survey efforts and in consultation with the SHPO determine that an eligible archaeological site will be affected; a plan for its avoidance, protection, or recovery of data will be submitted to the SHPO and other consulting parties for review and comment. The Town shall consider all comments received in preparing the final treatment plan and shall then implement the plan.

E. All archaeological studies, resulting from this Agreement including data recovery plan(s), shall be performed by an archaeologist meeting the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR Part 61) and in accordance with *The Secretary of the Interior's Standards and Guidelines for Archeological Documentation* (48 FR 44734-37), and the SHPO's *Guidelines for Conducting Historic Resources Survey in Virginia* (2011), and shall take into account the ACHP's publication, *Recommended Approach for Consultation on Recovery of Significant Information from Archeological Sites* (1999; updated July 26, 2002), and *Section 106 Archaeology Guidance* (June 2007), or subsequent revisions to these documents.

## **VI. Review of Documentation**

The SHPO and other consulting parties agree to review documentation submitted pursuant to this Agreement within thirty (30) days after confirmed receipt of complete documentation. If no response is received within thirty (30) days, the Town may assume the non-responding party has no comments. The Town shall take into consideration all comments received within the review period and then implement and proceed to the next step in the process.

## **VII. Post Review Discoveries**

The Town shall include the provisions in Stipulation VII.(A.) to (E.) in all construction contracts.

A. If previously unidentified historic properties or unanticipated effects to historic properties are discovered during construction, the construction contractor shall immediately halt all activity within a one hundred (100) foot radius of the discovery, notify the Town of the discovery, and implement interim measures to protect the discovery from looting and vandalism.

B. Immediately upon receipt of the notification required in Stipulation VII.(A.), the Town shall

1. Inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted; and
2. Clearly mark the area of discovery; and
3. Implement additional measures, as appropriate, to protect the discovery from looting and vandalism; and
4. Have a professional archaeologist inspect the construction site to determine the extent of the discovery and provide recommendations regarding its NRHP eligibility and treatment; and
5. Notify the SHPO, and other consulting parties of the discovery describing the measures that have been implemented.

C. Within forty-eight (48) hours of receipt of the notification described in Stipulation VII.(B.) (5), the Town shall provide the SHPO, and other consulting parties with its assessment of the NRHP eligibility of the discovery and the measures it proposes to take to resolve adverse effects. In making its official evaluation, the Town in consultation with the SHPO, may assume the discovery to be NRHP eligible for the purposes of Section 106 pursuant to 36 CFR 800.13(c). The SHPO and other consulting parties shall respond within forty-eight (48) hours of receipt.

D. The Town which shall take into account consulting parties' recommendations on eligibility and treatment of the discovery, shall ensure that it carries out appropriate actions, and provide the SHPO and other consulting parties with a report on these actions when they have been implemented.

E. Construction activities may proceed in the area of the discovery, when the Town has determined that implementation of the actions undertaken to address the discovery pursuant to Stipulation VII. are complete.

## **VIII. Human Remains**

A. The Town shall treat all human remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement in the manner consistent with the ACHP “Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects” (February 23, 2007; <http://www.achp.gov/docs/hrpolicy0207.pdf>). All reasonable efforts will be made to avoid disturbing gravesites, including those containing Native American human remains and associated artifacts. To the extent possible, the Town will ensure that the general public is excluded from viewing any gravesites and associated artifacts. All consulting parties agree to release no photographs of any gravesites and/or funerary objects to the press or to the general public.

B. If the human remains encountered appear to be of Native American origin, whether prehistoric or historic, the Town shall immediately notify the appropriate tribes, which may have cultural interests in ancestral homelands in Virginia.

C. If the Town agrees that avoidance of the human remains is not prudent and feasible, the Town will apply for a permit from DHR for the archaeological removal of human remains in accordance with the provisions of the *Virginia Antiquities Act*, Section 10.1-2305 of the *Code of Virginia*, and with the final regulations adopted by the Virginia Board of Historic Resources and published in the Virginia Register of July 15, 1991.

D. In considering issuance of a permit involving removal of Native American human remains, the DHR will notify and consult with the appropriate tribes as required by the regulations stated above. The treatment of Native American human remains and associated funerary objects will be determined in consultation with the appropriate tribes and any appropriate tribal leaders.

## **IX. Public Participation**

A. The Town shall afford the interested public an opportunity to comment in accordance with the public participation plan approved by DHCD as part of the CDBG grant process.

B. When a finding of adverse effect is made, the Town shall solicit public comment regarding the undertaking’s effects on historic properties and the proposed mitigation measures and shall provide copies of those comments to the SHPO.

## **X. Dispute Resolution**

A. Should any party to this Agreement object in writing to the Town regarding any action carried out or proposed with respect to the Undertaking or implementation of this Agreement, the Town shall consult with the objecting party to resolve the objection. If after initiating such consultation the Town determines that the objection cannot be resolved through consultation, the Town shall forward all documentation relevant to the objection to the ACHP, including the Town’s proposed response to the objection. Within

thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one (1) of the following options.

1. Advise the Town that the ACHP concurs in the Town's proposed response to the objection, whereupon the agency will respond to the objection accordingly;
2. Provide the Town with recommendations, which the Town shall take into account in reaching a final decision regarding its response to the objection; or
3. Notify the Town that the objection will be referred for comment pursuant to 36 CFR Part 800.7(a)(4), and proceed to refer the objection and comment. The Town shall take the resulting comment into account in accordance with 36 CFR Part 800.7(c)(4) and Section 110(l) of NHPA.

B. Should the ACHP not exercise one (1) of the above options within thirty (30) days after receipt of all pertinent documentation, the Town may assume the ACHP's concurrence in its proposed response to the objection.

C. The Town shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the Town's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

D. At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement or the effect of any individual project on historic properties be raised by a member of the public, the Town shall notify the parties to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

## **XI. Amendment and Termination**

A. Any signatory to this Agreement may request that it be amended, whereupon the signatories shall consult in accordance with 36 CFR Part 800.13 to consider such an amendment. All signatories to this Agreement must agree to the proposed amendment in accordance with 36 CFR 800.6(c)(7). The amendment will be effective on the date a copy signed by all the signatories is filed with the ACHP.

B. If the Town determines that it cannot implement the terms of this Agreement, or if the SHPO determines that the Agreement is not being properly implemented the Town or the SHPO may propose to the other parties that it be terminated.

C. Termination shall include the submission of any outstanding documentation on any work done up to and including the date of termination.

D. A party proposing to terminate this Agreement shall so notify all parties to the Agreement, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.

E. Should such consultation fail and the Agreement be terminated, the Town shall comply with 36 CFR Parts 800.3 through 800.6 with regard to the individual projects covered by this Agreement.

**XII. Duration of the Agreement**

This Agreement shall continue in full force and effect until five (5) years after the date of the last signature. At any time in the six (6)-month period prior to such date, the Town may request the SHPO and the ACHP to consider an extension or modification of this Agreement. No extension or modification shall be effective unless the signatories to the Agreement have agreed with it in writing.

Execution of this Programmatic Agreement and implementation of the provisions herein shall be evidence that the Town and the Federal and State agencies have satisfied their Section 106 responsibilities for all individual projects subject to the review of this Agreement.

**SIGNATORIES**

By \_\_\_\_\_ Date \_\_\_\_\_  
: \_\_\_\_\_ : \_\_\_\_\_  
(insert name), (insert title), The Town of Montross, Virginia

By \_\_\_\_\_ Date \_\_\_\_\_  
: \_\_\_\_\_ : \_\_\_\_\_  
Kathleen S. Kilpatrick, Director, Virginia Department of Historic Resources  
and Virginia State Historic Preservation Officer

**CONCURRING PARTIES**<sub>[n8]</sub>

By \_\_\_\_\_ Date \_\_\_\_\_  
: \_\_\_\_\_ : \_\_\_\_\_  
Name, Title, Organization

## **APPENDICES**

**Appendix 1: Area of Potential Effect**

**Appendix 2: Definitions**

**Appendix 3: Secretary of the Interior's Standards for Rehabilitation**

**Appendix 4: Standards Checklist Form**

**APPENDIX 1: AREA OF POTENTIAL EFFECT<sup>[n.1]</sup>**

## APPENDIX 2 - DEFINITIONS

**AREA OF POTENTIAL EFFECTS** – The geographic area or areas within which an undertaking may cause changes in the character or use of historic properties, if any such properties exist there. This always includes the actual site of the undertaking, and may also include other areas where the undertaking will cause changes in land use, traffic patterns, or other aspects that could affect historic properties.

**ACTIVITY** – Work to be performed as an undertaking, specifically defined as one or more of the following:

- ***Acquisition.*** The purchase of a property all or in part with federal funds that will trigger all subsequent activities as undertakings.
- ***Demolition.*** The removal of the majority of an existing building's structure to either the foundation or to property grade.
- ***New Construction.*** The construction of a new building on a vacant lot or site currently occupied by a building. New construction does not attempt to directly replicate buildings that stood on the site and/or incorporate the original building footprint.
- ***Rehabilitation.*** The re-use of an existing historic property that will maintain the majority of the historic features of a building, including such elements: framing, roof structure, doors and door openings, windows and window openings, partitions, trim, chimneys, mantels, and doors in a manner consistent with *The Secretary of the Interior's Standards for Rehabilitation* (1995).
- ***Reconstruction.*** The construction of a new building that replaces a demolished building, follows the majority of the original building footprint, and rebuilds the majority of distinguishing features of the building; or the retention of a minority of an existing buildings' features (such as the façade and foundation) and incorporating these features into a new structure.

**CONCURRENCE** – A response from the SHPO, in which the SHPO agrees with the determination of the responsible entity.

**EFFECT** – A determination by the County and SHPO as to the extent an undertaking will impact a historic property or historic properties. It will include one of the following:

- ***No Effect on Historic Properties.*** There are no historic properties that will be directly or indirectly impacted by the undertaking.
- ***No Adverse Effect on Historic Properties.*** The undertaking impacts a historic property or properties in such a way that the historic character is left intact.
- ***Adverse Effect on Historic Properties.*** The undertaking changes the historic property or properties in such a way that the character of the property is diminished. Demolition of a historic property will constitute an adverse effect. Other activities may or may not constitute an adverse effect depending on their impact on historic properties, a historic property, or historic features.

**FEASIBLE** – The degree to which a historic property or historic property feature can be successfully preserved. Whether or not something is feasible is essential in the consideration of an

adverse effect and application of *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995). One or more of the following elements shall be documented and shall be given reasonable consideration by the County and SHPO in determining whether or not something is feasible:

- The physical condition of a building or building elements;
- The project scope or design constraints; the significance and integrity of the building or building elements;
- The location and setting of the historic property, or economic constraints including rehabilitation costs and market value for resale of a completed project.

**HISTORIC PROPERTY** – Any property that falls in one or more of the following categories:

- It is a contributing property in a *historic area eligible for listing* in the National Register of Historic Places.
- It is a contributing property in a *historic district listed* in the National Register of Historic Places.
- It is *individually eligible* for listing or is *individually listed* in the National Register of Historic Places.

**NON-HISTORIC PROPERTY** – Any property that falls into one or more of the following categories:

- Is a *non-contributing property* located in an historic area that is either eligible for listing in the National Register of Historic Places, or is listed in the National Register of Historic Places.
- Is not located within an historic district either eligible for listing or listed on the National Register of Historic Places and is not *individually listed on or eligible for listing* on the National Register of Historic Places.

**OBJECTION** – A disagreement by the SHPO or a member of the Public with a determination made by the County on its determination of effect, conditions, or mitigation measures.

**MITIGATION** – Action to minimize, ameliorate, or compensate for the degradation and/or loss of those characteristics of a property that make it eligible for the National Register.

**NATIONAL REGISTER** – The National Register of Historic Places maintained by the Secretary of the Interior.

**NATIONAL REGISTER CRITERIA FOR EVALUATION** – The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association. The criteria established by the Secretary of the Interior for use in evaluating the eligibility of properties for the National Register (36CFR Part 60). These criteria are used by the City, SHPO, and Keeper of the National Register to evaluate properties

(other than areas of the National Park System and National Historic Landmarks) for the National Register. These criteria are worded in a manner to provide for a wide diversity of resources. The following are the actual National Register Criteria for Evaluation.

**Criterion A:** Properties that are associated with events that have made a significant contribution to the broad patterns of our history;

**Criterion B:** Properties that are associated with the lives of persons significant in our past;

**Criterion C:** Properties that embody the distinctive characteristics of a type, period, or method of construction, that represent the work of a master, or that possess high artistic value, or that represent a significant and distinguishable entity whose components may lack individual distinction;

**Criterion D:** Properties that have yielded, or may be likely to yield, information important in prehistory or history.

**Criteria consideration:** Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties shall qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- (a) a religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- (b) a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- (c) a birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his productive life; or
- (d) a cemetery that derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- (e) a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- (f) a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or
- (g) a property achieving significance within the past 50 years if it is of exceptional importance.

**SECRETARY** – The Secretary of the Interior.

**STATE HISTORIC PRESERVATION OFFICER** – The official appointed or designated pursuant to Section 101 (b)(1) of the Act to administer the State Historic Preservation program or a

representative designated to act for the State Historic Preservation Officer. For purposes of this Agreement, the State Historic Preservation Officer shall refer to the Director and staff of the Virginia Department of Historic Resources.

**SURVEY** – The process by which historic properties are documented according to the Standards of the SHPO.

**UNDERTAKING** – A project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.

## **APPENDIX 3 - SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION**

**REHABILITATION IS DEFINED AS** *the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.*

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be taken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**REHABILITATION AS A TREATMENT.** When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular period of time is not appropriate, Rehabilitation may be considered as a treatment.

From the National Park Service website, <http://www2.cr.nps.gov/tps/secstan1.htm>.

## APPENDIX 4 - STANDARDS CHECKLIST FORM

### *Work Write-up and Secretary of the Interior's Standards Check List*

#### *for Rehabilitation and New Construction Projects:*

#### *Attachment to the Department of Historic Resources*

#### *Project Review Application*

***Please read the following instructions completely. If incomplete or inaccurate information is provided with your application, delays in review will result.***

This form is to be used to indicate whether work to be carried out as part of a proposed project involving preservation, rehabilitation, restoration, or reconstruction will meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. It is also to be used for projects involving new construction, to indicate whether the new construction will be compatible with historic properties that it might affect. Please fill out the form in its entirety. If you check "Modification" under the Proposed Treatment column, you must provide a complete explanation of what that modification will be and why it is the chosen course of action. If that modification does not meet the Standards, you must provide a complete explanation (and, if appropriate, a financial justification) of the economic or design constraints that *preclude* the project from meeting the Standards. The Advisory Council on Historic Preservation has issued a *Policy Statement on Affordable Housing and Historic Preservation* which allows for some flexibility on a case by case basis in the application of the Standards to affordable housing projects. See the Advisory Council's website ([www.achp.gov](http://www.achp.gov)) for the text of the Policy Statement. Attach additional pages as necessary.

This form *must* be accompanied by a completed Project Review Application form. Incomplete information on the Project Review Application or this form will delay our review process and may result in return of the application. A work write-up or scope of work may be provided as well, but cannot be substituted for the attached form. Architectural drawings, showing exterior elevations for new construction and exterior and interior details for rehabilitation, are also required. Please see the instructions accompanying the Project Review Application for additional information. If you have questions about what to submit, please contact the Office of Review and Compliance at (804) 367-2323.

The Secretary of the Interior's *Standards for Rehabilitation* are summarized on the following page. For more information on the Standards and their application, see the web site at <http://www2.cr.nps.gov/tps/standguide/index.htm>. To meet the Standards, work on historic properties must follow guidance in the series of technical information publications prepared by the National Park Service, known as the Preservation Brief series. The Preservation Briefs, listed on Page 3, can be downloaded from the Internet at <http://www.cr.nps.gov/hps/tps/briefs/presbhom.htm>. If Internet access is not available, copies of Preservation Briefs can be obtained from the Department of Historic Resources, by calling 804-367-2323 (please specify which publication is needed, or what topic is being addressed).

Some communities may, in consultation with DHR, develop alternative rehabilitation and/or new construction guidelines for certain historic districts. If DHR has approved the use of alternate guidelines for your community, please make a note on the form which guidelines are being followed and it will be understood that reference to the Standards on the following form will refer to the approved alternate guidelines in place.

**MAIL THIS FORM WITH THE PROJECT REVIEW APPLICATION TO:**

Virginia Department of Historic Resources

Attention: Project Review

2801 Kensington Avenue, Richmond, VA 23221

## *SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION*

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

## *NATIONAL PARK SERVICE'S PRESERVATION BRIEFS*

The following is a list of the Preservation Briefs. Each Preservation brief can be accessed online at the National Park Service's website: <http://www2.cr.nps.gov/tps/briefs/presbhom.htm>. If Internet access is not available, copies of Preservation Briefs can be obtained from the Department of Historic Resources, and printed versions may be purchased from the United States Government Printing Office.

- 01: The Cleaning and Waterproof Coating of Masonry Buildings
- 02: Repointing Mortar Joints in Historic Masonry Buildings
- 03: Conserving Energy in Historic Buildings
- 04: Roofing for Historic Buildings
- 05: The Preservation of Historic Adobe Buildings
- 06: Dangers of Abrasive Cleaning to Historic Buildings
- 07: The Preservation of Historic Glazed Architectural Terra-Cotta
- 08: Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings
- 09: The Repair of Historic Wooden Windows
- 10: Exterior Paint Problems on Historic Woodwork
- 11: Rehabilitating Historic Storefronts
- 12: The Preservation of Historic Pigmented Structural Glass (Vitrolite and Carrara Glass)
- 13: The Repair and Thermal Upgrading of Historic Steel Windows
- 14: New Exterior Additions to Historic Buildings: Preservation Concerns
- 15: Preservation of Historic Concrete: Problems and General Approaches
- 16: The Use of Substitute Materials on Historic Building Exteriors
- 17: Architectural Character - Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character
- 18: Rehabilitating Interiors in Historic Buildings - Identifying Character-Defining Elements
- 19: The Repair and Replacement of Historic Wooden Shingle Roofs
- 20: The Preservation of Historic Barns
- 21: Repairing Historic Flat Plaster - Walls and Ceilings
- 22: The Preservation and Repair of Historic Stucco
- 23: Preserving Historic Ornamental Plaster
- 24: Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches
- 25: The Preservation of Historic Signs
- 26: The Preservation and Repair of Historic Log Buildings
- 27: The Maintenance and Repair of Architectural Cast Iron
- 28: Painting Historic Interiors
- 29: The Repair, Replacement, and Maintenance of Historic Slate Roofs
- 30: The Preservation and Repair of Historic Clay Tile Roofs
- 31: Mothballing Historic Buildings
- 32: Making Historic Properties Accessible
- 33: The Preservation and Repair of Historic Stained and Leaded Glass
- 34: Applied Decoration for Historic Interiors: Preserving Historic Composition Ornament
- 35: Understanding Old Buildings: The Process of Architectural Investigation
- 36: Protecting Cultural Landscapes: Planning, Treatment, and Management of Historic Landscapes
- 37: Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing
- 38: Removing Graffiti from Historic Masonry
- 39: Holding the Line: Controlling Unwanted Moisture in Historic Buildings
- 40: Preserving Historic Ceramic Tile Floors
- 41: The Seismic Retrofit of Historic Buildings: Keeping Preservation in the Forefront
- 42: The Maintenance, Repair, and Replacement of Historic Cast Stone
- 43: The Preparation and Use of Historic Structure Reports
- 44: The Use of Awnings on Historic Buildings: Repair, Replacement and New Design
- 45: Preserving Historic Wooden Porches
- 46: The Preservation and Reuse of Historic Gas Stations
- 47: Maintaining the Exterior of Small and Medium Size Historic Buildings

**WORK WRITE-UP AND STANDARDS CHECK LIST**

Property Address : \_\_\_\_\_

Lead Agency/Contact Person: \_\_\_\_\_

Program Name: \_\_\_\_\_

**EXTERIOR (FOR BOTH NEW CONSTRUCTION AND REHABILITATION)**

<b><u>Property component</u></b>	<b><u>Proposed treatment</u></b>		<b><u>Does proposed treatment meet the Standards?</u></b>
	<b>Impact</b>	<b>Description of Modification</b>	
<b>Roof</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Exterior cladding</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Windows</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Doors</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Porch roof</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Porch ceiling</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No

<b><u>Property component</u></b>	<b><u>Proposed treatment</u></b>		<b><u>Does proposed treatment meet the Standards?</u></b>
	<b>Impact</b>	<b>Description of Modification</b>	
<b>Porch floor</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Porch posts</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Porch railing</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Porch steps</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Porch other: (describe)</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Chimney</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Cornice</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No

<b><u>Property component</u></b>	<b><u>Proposed treatment</u></b>		<b><u>Does proposed treatment meet the Standards?</u></b>
	<b>Impact</b>	<b>Description of Modification</b>	
<b>Soffit</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Other exterior trim: (describe)</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No

**INTERIOR (FOR REHABILITATION PROJECTS ONLY)**

<b><u>Property component</u></b>	<b><u>Proposed treatment</u></b>		<b><u>Does proposed treatment meet the Standards?</u></b>
	<b>Impact</b>	<b>Description of Modification</b>	
<b>Floorplan</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Walls</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Floors</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Ceilings</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No

<b><u>Property component</u></b>	<b><u>Proposed treatment</u></b>		<b><u>Does proposed treatment meet the Standards?</u></b>
	<b>Impact</b>	<b>Description of Modification</b>	
<b>Stairs</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Door/window trim</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Baseboard trim</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Other trim: (describe)</b> _____	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Mantels</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Paneling</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Other interior architectural detail: (describe)</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No

<b><u>Property component</u></b>	<b><u>Proposed treatment</u></b>		<b><u>Does proposed treatment meet the Standards?</u></b>
	<b>Impact</b>	<b>Description of Modification</b>	
<b>Mechanical systems (HVAC, plumbing, electrical, etc.)</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Other: (describe)</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No

**SITE WORK (FOR BOTH NEW CONSTRUCTION AND REHABILITATION)**

<b><u>Property component</u></b>	<b><u>Proposed treatment</u></b>		<b><u>Does proposed treatment meet the Standards?</u></b>
	<b>Impact</b>	<b>Description of Modification</b>	
<b>Fences/walls</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Paving (sidewalks, parking, etc.)</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Landscaping</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Other: (describe)</b>	<input type="checkbox"/> No impact <input type="checkbox"/> Repair <input type="checkbox"/> Replace in kind <input type="checkbox"/> Modification		<input type="checkbox"/> Yes <input type="checkbox"/> No



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

Briefing on Agreement between the Virginia Department of Housing and Community Development and the Town accepting the \$700,000 Downtown and Economic Revitalization Grant from the 2012 CDBG funds

### **Summary**

The Virginia Department of Housing and Community Development requires the Town of Vinton to sign an Agreement to accept the Community Development Block Grant and to proceed with the Downtown Revitalization Project. Due to the comments from DHR, the timeframe for signing of the Contract will be pushed back to May 8, 2013 (30 day extension). It is important for Council to review the document and be potentially ready to take action at the April 30, 2013 meeting so the agreement can be signed.

#### Timeline:

April 1, 2013 – ERR sent to VDHCD for review

April 2, 2013 – first review of contract

April 8, 2013 – Ok to publish FONSI/RROF from VDHCD based on approved ERR and budget

April 22, 2013 – Programmatic Agreement letters received from Organizations

April 22, 2013 – Last day to publish FONSI/RROF for 15 day comment period

May 8, 2013 – Sign contract

### **Attachments**

Draft Contract Agreement

### **Recommendations**

No action required

**AGREEMENT**

This AGREEMENT, entered into as of this **27th day of March, 2013**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and **the Town of Vinton** hereinafter referred to as "GRANTEE."

**WITNESSETH**

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of COMMUNITY IMPROVEMENT GRANTS (CIG) according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Community Improvement Grant Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for Community Improvement Grant funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE a COMMUNITY IMPROVEMENT GRANT in an amount of the total allowable, eligible costs in carrying out the ACTIVITIES included in Products herein described not to exceed **\$700,000 (Seven hundred thousand dollars)**.
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its COMMUNITY IMPROVEMENT GRANT.
3. The GRANTEE will commence, carry out and complete the following Products (more thoroughly described in the GRANTEE'S CIG Proposal).

PROJECT TITLE: **Vinton Downtown Revitalization Project**

OUTCOMES: **Downtown revitalization through the elimination of physical blight, removal of barriers to economic revitalization, promotion of private economic investment and redefinition of the town's economic base. This project will assist the town to become a stronger regional partner, improve the climate for local businesses and revitalize the area for residents and visitors.**

BENEFITS: **Streetscape and landscape improvements, eleven blighted facades will be improved and four FTE jobs created, three of which will be low- to moderate-income persons, creation of downtown shopping and dining guides including marketing for the Farmers Market, and administer a revolving loan fund for area businesses.**

PRODUCT(S):

- A. Updating and implementation of the Town's economic restructuring plan to ensure the long-term sustainability of the downtown;**
- B. Carry out façade improvements to 11 blighted building facades (CDBG and non-CDBG funds );**
- C. Set up and administer a revolving loan fund (\$100,000) for project area businesses to assist new or existing businesses via loans to eligible entrepreneurs and corresponding creation of at least 4 FTE jobs through those loans, at least 3 of which must be for LMI persons. (CDBG funds);**
- D. Construct landscaping, sidewalk, lighting, parking upgrade improvements to the Vinton Farmers' Market (CDBG funds);**
- E. Construct crosswalk improvements at Washington and Pollard Streets (CDBG funds) ;**
- F. Construct gateway improvements at Virginia Avenue/Pollard Street (CDBG funds);**
- G. Construct/install streetscape and landscape improvements to include lighting, directional and way-finding signage, parking areas, trees, demolition of storage sheds, etc. (CDBG and non-CDBG funds); and,**
- H. Creation of downtown shopping and dining guide; marketing for Farmers Market.**

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost under runs or project savings, these costs shall revert to the Department of Housing and Community Development and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT'S ability to be funded initially.
6. The GRANTEE will initiate the PRODUCT(S) required by the CONTRACT DOCUMENTS beginning **March 27, 2013**, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within **24** months of the execution of this AGREEMENT, or more specifically on or before **March 26, 2015**. If the PRODUCTS are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately twenty-one days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.
9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.
  - A. GRANTEE'S CIG Proposal (including revisions);
  - B. AGREEMENT;
  - C. SPECIAL CONDITIONS;
  - D. GENERAL CONDITIONS;
  - E. ASSURANCES;
  - F. AMENDMENTS;
  - G. CIG GRANT MANAGEMENT MANUAL (Those items specified as being required);
  - H. CIG CONTRACT NEGOTIATION RECORD;
  - I. PROJECT MANAGEMENT PLAN;
  - J. PROGRAM INCOME PLAN; and
  - K. ANY PROJECT SPECIFIC PLAN AND/OR PROGRAM DESIGN.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Lisa A. Atkinson, Deputy Director

City of Richmond,  
Commonwealth of Virginia

I do certify that Lisa A. Atkinson personally appeared before me and made oath that she is Deputy Director of the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: \_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Registration Number

TOWN OF VINTON

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Christopher S. Lawrence, Town Manager

City/County/Town of \_\_\_\_\_,  
Commonwealth of Virginia

I do certify that \_\_\_\_\_ personally appeared before me and made oath that he/she is \_\_\_\_\_ of the \_\_\_\_\_ and that he/she is duly authorized to execute the foregoing document.

My commission expires: \_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Registration Number

## SPECIAL CONDITIONS

1. Notwithstanding the effective date of this contract, **March 27, 2013**, eligible administrative expenses not to exceed **\$3,000** incurred prior to this date have been approved for reimbursement. The effective date of this authorization is **December 1, 2012**.
2. A total of \$1,417,772 in leverage funds is committed to this project by the GRANTEE. Sources of funds are as follows:

Town/County (Library Site)	\$1,255,000
Town/County (Façade Improvements)	33,534
Town (Site Rehab)	41,800
Private Match (Facades)	87,838
Local Foundation	19,600 ??

These funds shall be expended prior to or in proportion to Community Improvement Grant Funds within the budget, per activity.

Documentation on the expenditure of these funds shall be maintained by the GRANTEE and reported to DHCD with each monthly report and at project closeout.

3. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project's progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.
4. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Project Management Plan.
5. Monthly progress reports must be submitted to DHCD. These reports must document funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.
6. DHCD reserves the right to receive additional documentation pertaining to construction, professional service, non-professional service or other contracts obligating CDBG funds prior to approving drawdown requests.

## GENERAL CONDITIONS

1. DEFINITIONS - Whenever used in the CONTRACT DOCUMENTS the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
  - A. AMENDMENT - A formal addition or modification to the CONTRACT DOCUMENTS which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the PROJECT, or which affects the manner in which the PROJECT is to be carried out.
  - B. APPLICANT - The entity which made the proposal for COMMUNITY IMPROVEMENT GRANT funding and accepted responsibility for assuring compliance and performance of all conditions.
  - C. ASSURANCES - The ASSURANCES which are attached to this document.
  - D. COMMUNITY IMPROVEMENT GRANT (CIG) - The funds, the PROJECT and PRODUCTS to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to the GRANTEE from Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development.
  - E. CONTRACT DOCUMENTS - The legal agreement between DHCD and the GRANTEE including the AGREEMENT and all documents referenced in paragraph 9 thereof.
  - F. GRANTEE - The entity which is the recipient of CIG funds and as such must comply with CONTRACT DOCUMENTS.
  - G. MANUAL - The Community Improvement Grant Management Manual, which contains required forms and instructions for the administration of CIG's and provides required and non-required procedures for project management.
  - H. PRODUCT - A PROJECT activity which constitutes a specific portion of the PROJECT, and as such is covered by its own budget.
  - I. PROJECT - The physical activities undertaken to meet the overall stated objective for which CIG funding is utilized.
  - J. PROJECT MANAGEMENT PLAN - A plan prepared by the Grantee, which identifies roles, responsibilities, method of contract administration and oversight, key dates for task implementation and completion, analysis of potential problems and management organization.
  - K. WORK - All labor, equipment and materials necessary to produce the construction of the PROJECT as required by the CONTRACT DOCUMENTS.

- L. **WRITTEN NOTICE** - Any notice from one party to the **AGREEMENT** to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.
2. **ADMINISTRATIVE PROCEDURES** - The **GRANTEE** shall perform all contracted **WORK** and administer all grant funds and activities in conformance with the general terms and special conditions set forth where required in **DHCD's MANUAL**, and any **WRITTEN NOTICES** from **DHCD**.
3. **ACCOUNTING RECORDS** - The **GRANTEE** shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of the Code of Federal Regulations (24 CFR Part 85), the **DHCD MANUAL** requirements and any **WRITTEN NOTICES** from **DHCD**. The **GRANTEE** shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the **GRANTEE** or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the **GRANTEE** locality.

4. **COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION** - No costs incurred prior to the execution of the **AGREEMENT** shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by **DHCD**.
5. **PROGRAM BUDGET** - The **GRANTEE** shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these **CONTRACT DOCUMENTS**. The budget may be revised through Administrative Procedures detailed in the **MANUAL**, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 16 of these General Conditions.
6. **RECORDS** - The **GRANTEE** shall maintain such records in such a manner as prescribed in the **MANUAL**. Records shall be readily accessible to **DHCD**, appropriate State and Federal agencies, and the general public during the course of the project and shall remain intact and accessible for five years from final closeout. Except if any litigation claim or audit is started before the expiration of the five year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a five year period following final disposition.

7. **REPORTS** - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed in the MANUAL and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. **QUALITY CONTROL** - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship, quality and cost effectiveness. To this end the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.

The GRANTEE shall obtain a certification of inspection and final completion signed by the project engineer or by the person responsible for quality control at the completion of each construction ACTIVITY.

9. **COMMUNICATIONS** - WRITTEN NOTICES shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. *Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions.* All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. **ACCESS TO BENEFITS** - No access or connection fees shall be charged to low- and moderate-income persons for access to improvements or benefits provided by grant funds. All low- and moderate-income persons identified in the proposal shall be assured access to and use of grant assisted improvements by regular user charges for the specified service.
11. **BENEFITS** - The PROJECT shall be implemented in such a manner so as to provide benefits to all persons identified in the project proposal. Affirmative steps shall be taken to assure direct benefit to low- and moderate-income persons in the number and extent identified in the proposal.
12. **PROGRAM INCOME** - Any income derived from activities financed with grant funds is program income and shall be utilized in the following manner:

- A. Program income earned during the life of the grant is considered Active Program Income. It must be tracked by contract year. A contract year begins with the effective date of the contract and concludes 364 days later. Grantees shall track all Program Income based on the date that it is earned and report said amounts to DHCD when requested. When Active Program Income exceeds \$25,000 in any given contract year, 100% of that income earned must be spent immediately for eligible project expenses in lieu of drawing down funds. The Grantee may be able to access the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement.

When Active Program Income is less than \$25,000 in a given contract year, it does not have to be expended immediately. It may be held in an interest bearing account. The Active Program Income and interest earned from it must be tracked by the Grantee. All Active Program Income earned in given program years in amounts of under \$25,000 per year can accumulate until the end of the project. The cumulative amount of these funds shall be used on eligible CDBG project activities at the end of the project. In these cases, the Grantee may use the program income in addition to the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement. Funds remaining at Administrative Closeout of the grant must be returned to DHCD.

- B. Income earned after Administrative Closeout is considered Inactive Program Income. Inactive Program Income must be returned to DHCD, unless DHCD has approved a Program Income Plan. Program Income Plans will only be approved when the Plan proposes to continue the same activity in the same location that originally produced the program income. Inactive Program Income may be accumulated indefinitely and for undetermined amounts until such time that the balance has reached a level to undertake CDBG eligible activities designated in the approved Program Income Plan that governs the expenditures of Inactive Program Income. Grantees must report program expenditures and receipts to DHCD for any year where more than \$25,000 is received.

- 13. **CONTRACT SECURITY** - The GRANTEE shall secure all materials and equipment, purchased or paid for with grant funds through insurance coverage of the full value of the same.

All persons contracted, employed or otherwise utilized in the grant and having responsibility for the management, disposition, expenditure or use of Grant funds shall be bonded by a surety registered to do business in the Commonwealth of Virginia in an amount commensurate with their authority and potential liability.

14. **METHOD AND TIMING OF PAYMENT** - The GRANTEE shall utilize Request for Payment procedures as specified in the MANUAL. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested grant funds.
15. **DRAWDOWN AND PAYMENT OF GRANT FUNDS** - Drawdowns and expenditure of CDBG funds must be made subsequent to or in proportion to other funds within the budget per activity, and in accord with an agreed-upon pay-for-performance schedule.
16. **BUDGET REVISIONS/AMENDMENTS** - The GRANTEE shall not obligate, encumber, spend or otherwise utilize CIG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.
17. **CHANGE ORDERS** - DHCD must approve all change orders on construction contracts. Any change order, regardless of cost, which results in a change of project scope, will be a disallowed cost.
18. **TERMINATION, SUSPENSION, CONDITIONS** -
  - A. **FOR CAUSE** - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.
  - B. **FOR CONVENIENCE** - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S CIG Proposal, or will be completed by the GRANTEE through its own or other resources; and
- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CIG recipient.

19. **SUBSEQUENT CONTRACTS** - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the PRODUCTS for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

Grantees shall obtain a financial disclosure report from all contractors, subcontractors, developers, and consultants which certifies the financial interest of all officers, directors, principal stockholders, or other persons who will have a \$50,000 or 10 percent or greater interest in the contract whichever is lower.

20. **POLITICAL ACTIVITY PROHIBITED** - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.
21. **INTEREST OF MEMBER OF AGENCY AND OTHERS** - No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any

personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

22. OFFICIALS NOT TO BENEFIT - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise therefrom.
23. CERTIFICATIONS - The GRANTEE certifies that it will comply with the following:
  - A. Freedom of Information Act;
  - B. Virginia Conflict of Interest Act; and
  - C. Virginia Fair Employment Contracting Act.
24. BENEFICIARIES - There are no third party beneficiaries of this AGREEMENT. The provisions contained in these CONTRACT DOCUMENTS represent the entire AGREEMENT between DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE'S CIG proposal, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE'S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE'S community or elsewhere as a third-party beneficiary of this contract.

## ASSURANCES/CERTIFICATIONS

The GRANTEE hereby assures and certifies that:

1. It possesses legal authority to execute the PROJECT.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the PROJECT proposal including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the GRANTEE to act in connection with the PROJECT proposal and to provide such additional information as may be required.
3. Its chief executive officer or other officer of GRANTEE approved by the Virginia Department of Housing and Community Development:
  - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
  - b. Is authorized and consents on behalf of the GRANTEE and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
4. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations (24 CFR Part 85), OMB Circular A-133 and OMB Circular A-87, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
5. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control and abatement of water pollution.
6. It will require buildings or facilities designed, constructed, or altered with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, or Uniform Federal Accessibility Standards (UFAS) in accordance with the Virginia Uniform Statewide Building Code. The GRANTEE will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
7. It will not recover the capital costs for public improvements financed in whole or in part with CDBG funds through assessments against properties owned and occupied by low- and moderate- income persons nor will fees or assessments be charged to such persons as a condition of obtaining access to the public improvements. (Per section 104(b) (5) of Title I Housing and Community Development Act of 1974, as amended.)

8. In accordance with Section 104(l) of Public Law 93-383 the Housing and Community Development Act, as amended, certifies that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.
9.
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10. It will comply with:
  - a. Title VI of the Civil Rights Act of 1964 (Pub. L 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the grantee receives Federal financial assistance and will immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial

assistance extended to the grantee, this assurance shall obligate the grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

- b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.
  - c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Part 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or part with funds provided under this Grant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to this Grant.
  - d. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - e. Executive Order 11246, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
  - f. Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
11. It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the PROJECT.

12. It will in the acquisition of real property and in the process of relocation:
  - a. Be guided, to the greatest extent practicable under State law, by the land acquisition policies in Sections 301 and 302 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; as amended, and
  - b. Pay or reimburse property owners for necessary expenses as specified in Section 303 and 304 of the Uniform Act; and
  - c. Comply with the applicable Sections (202 through 205) of Title II (relocation assistance) of the Uniform Act in providing relocation payments and relocation assistance; and
  - d. Comply with U.S. Department of Transportation regulations at 49 CFR Part 24 and in implementing the requirements, it will:
    - i. Carry out the policies and procedures of Part 24 in a manner that insures that the acquisition and relocation processes do not result in different or separate treatment to persons on account of race, color, religion, sex, national origin, or source of income; and
    - ii. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of race, color, religion, sex, national origin, or source of income; and
    - iii. Inform affected persons of their rights under the policies and procedures set forth under the regulations in Part 24, including their rights under Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, as amended.
    - iv. Comply with Executive Order 12830, Governmental Actions and Interference with Constitutionally Protected Property Rights, and
  - e. It will implement and follow a "Residential Anti-Displacement and Relocation Assistance Plan," in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and 24 CFR Section 570.496 a(b).
  - f. It will comply with applicable Section 104(d) of the Housing and Community Development Act in providing relocation payments and relocation assistance.
13. PRIVATE GAIN - It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

14. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
15. It will administer and enforce the provisions of the Davis-Bacon Act as amended and the Contract Work Hours and Safety Standards Act as set forth in the manual, *Community Improvement Grant Management Manual*.
16. It will give the Virginia Department of Housing and Community Development and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.
17. It will ensure that facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the PROJECT are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Virginia Department of Housing and Community Development of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating consideration for listing by the EPA.
18. It will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Director of the Federal Emergency Management Agency as an area of having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
19. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et. seq.) by:
  - a. Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed ACTIVITY; and
  - b. Complying with all requirements established by HUD and the Virginia Department of Housing and Community Development to avoid or mitigate adverse effects upon such properties.

20. It will implement all required actions to ensure compliance pursuant to 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities.

\_\_\_\_\_  
Christopher S. Lawrence, Town Manager

\_\_\_\_\_  
Date

DRAFT



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Finance/Treasurer

### **Issue**

Financial Report for February 2013

### **Summary**

The Financial Report for the period ending February 28, 2013 has been placed in the Town's Dropbox.

The Finance Committee will meet on Monday, April 1, 2013 at 5:30 pm to discuss the report and will make a presentation of the report to Council during the Council Comment Section of the Regular Meeting.

### **Attachments**

Report in Financial folder in Dropbox

### **Recommendations**

Motion to approve the Financial Report



## **Town Council Agenda Summary**

### **Meeting Date**

April 2, 2013

### **Department**

Administration

### **Issue**

Briefing on employee benefits and compensation for FY2013-2014 Budget

### **Summary**

The town received its policy premium amount from Local Choice, which includes health, dental, vision, and prescription insurance coverage. The policy amount will increase 9.76%. This is the first significant increase in five years. Past increases have been between 0-2.5%. As proposed, percentage allocation to employee and employer will not change.

In regards to employee compensation, consideration is requested to be given to evaluate the financial ability of the town to provide additional compensation to our employee team. Since 2008, our employees have received one salary increase of 2.25% (plus 5.75% VRS reallocation) in 2012 and a \$500 merit bonus in FY2010. The Town finished last year in a strong fiscal position ending with \$298,409 surplus with regards to revenue over operating expenses. We continue to be on track to finish the current fiscal year with over \$100,000 of savings in salaries alone. This is due to frozen and eliminated positions in 2012 and vacancies and delayed hiring in 2013. These savings reflect savings due to the added responsibilities and restructuring of departments as vacancies and retirements have presented themselves.

Through a detailed review of the proposed budget, \$115,000 has been placed in a contingency account (combined of both General Fund and Utility Fund). While the town has operating and capital needs, our employees represent our most important resource and consideration is requested to recognize them for their dedication and contribution.

### **Attachments**

Insurance premium outline

### **Recommendations**

Consider cost of living adjustment, merit bonus, or combination of both between current FY2013 and proposed FY2014 budgets.

**MONTHLY INSURANCE PREMIUMS FOR 2012-13**

AND PROPOSED 2013-14 RATES

**EXPANDED BENEFITS PLAN**

	Total	2013-2014	Town	PROPOSED	Employee's	PROPOSED
	Premium	TOTAL	Contribution	2013-2014	Cost	2013-2014
				TOWN		EMPLOYEE
E	542	595	494	539	48	56
E+1	1003	1101	746	814	257	287
Family	1463	1607	810	884	653	723

**500 - PLAN**

	Total		Town		Employee's	
	Premium		Contribution		Cost	
E	465	506	465	506	0	0
E+1	860	936	740	808	120	128
Family	1256	1366	803	877	453	489