

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, May 21, 2013**

**AGENDA**

Consideration of:

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

**B. MOMENT OF SILENCE**

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

**D. CONSENT AGENDA**

1. Consider approval of minutes for Special Council meeting of April 30, 2013.

**E. AWARDS, RECOGNITIONS, PRESENTATIONS**

1. Officer of the Month for April 2013 – Officer Christopher Froeschl

2. Proclamations

a. Click It or Ticket

b. National Emergency Services Week

c. Public Works Week

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

**G. PUBLIC HEARINGS**

1. Consideration of public comments on a request for a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, Map of Section No. 4, Bali Hai, Plat Book 6, Page 30, to be closed, vacated, and deeded to the adjoining property owners. **(PUBLIC HEARING CANCELLED-APPLICATION WITHDRAWN BY APPLICANT)**

2. Consideration of public comments on the issuance of general obligation bonds of the Town in the estimated maximum amount of \$2,000,000 (the "Bonds") to finance the costs, in whole or in part, of various capital

improvements, which may include without limitation the Roanoke Regional Wastewater Plant, water line replacement Jefferson/Jackson/Cleveland Ave Phase 1 & 2, Glade-Tinker Creek Wastewater Interceptor Replacement Phase 2, capital equipment purchases and other capital improvements for the Town (collectively, the "Projects"), and to pay the costs of issuance of the Bonds.

- a. Report from Staff
  - b. Open Public Hearing
    - Receive public comments
    - Close Public Hearing
  - c. Council discussion and questions
  - d. Action to be taken on June 4, 2013
3. Consideration of public comments on a request to revise Water and Wastewater Fees and Charges Schedule by an increase of 8.7 percent, pursuant to authority granted by Virginia Code §§ 15.2-2111, 15.2-2119 and 15.2-2122, according to the Vinton Town Code, Chapter 24, Utilities, Section 94-22 Fees and charges for water service and Section 94-74, Fees and charges for wastewater service.
- a. Report from Staff
  - b. Open Public Hearing
    - Receive public comments
    - Close Public Hearing
  - c. Council discussion and questions
  - d. Action to be taken on June 4, 2013
4. Consideration of public comments on a request to increase an excise tax on the sale of cigarettes from \$0.20 to \$0.35 on each package containing 25 or fewer cigarettes.
- a. Report from Staff
  - b. Open Public Hearing
    - Receive public comments
    - Close Public Hearing
  - c. Council discussion and questions
  - d. Action to be taken on June 4, 2013
5. Consideration of public comments regarding the proposed FY2013-2014 Town of Vinton Budget.
- a. Report from Staff
  - b. Open Public Hearing
    - Receive public comments
    - Close Public Hearing
  - c. Council discussion and questions
  - d. Action to be taken on June 4, 2013

## **H. TOWN ATTORNEY**

1. Consider adoption of a Resolution approving a settlement and authorizing the Town Manager to execute an Agreement with the Confederated Tribes

and Bands of the Yakama to resolve a lawsuit pending in federal court in the State of Washington.

**I. TOWN MANAGER**

**ITEMS REQUIRING ACTION**

1. Consider adoption of a Resolution authorizing the Town Manager to execute an agreement between the Town of Vinton and APCO granting and conveying an easement for poles to be relocated in connection with the Walnut Avenue Improvement Project
2. Consider adoption of a Resolution authorizing the Town Manager to execute a Contract with Redlee/SCS, Inc. for janitorial services for the Town's facilities.

**BRIEFING**

1. Briefing on purchase of new brush truck for the Vinton Volunteer Fire Department.

**J. MAYOR**

**K. COUNCIL**

**L. ADJOURNMENT**

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

**NEXT TOWN COMMITTEE/COUNCIL MEETINGS:**

- **June 4, 2013** – 6:00 p.m. – Work Session followed by Regular Council Meeting at 7:00 p.m.



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Town Clerk

### **Issue**

Consider approval of minutes for the Special Council meeting of April 30, 2013.

### **Summary**

None

### **Attachments**

April 30, 2013 minutes

### **Recommendations**

Motion to approve minutes

MINUTES OF A SPECIAL MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, APRIL 30, 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.  
Matthew S. Hare

MEMBER ABSENT: Robert R. Altice

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Town Clerk  
Ryan Spitzer, Assistant to the Town Manager  
Barry Thompson, Finance Director/Treasurer

**The Mayor called the regular meeting to order at 6:00** Roll Call  
p.m. The Town Clerk called the roll with Council Member Adams, Council Member Hare, Vice Mayor Nance, and Mayor Grose present. Mr. Altice was absent. Mr. Hare asked that we remember Mr. Altice during our Moment of Silence. After a Moment of Silence, Mr. Adams led the Pledge of Allegiance to the U.S. Flag.

**The first item on the agenda was further review of the**  
cost of Service Study/Water and Wastewater Rates. The Town Manager commented we need to hear from Council how they want to proceed regarding the water/wastewater rates and the amount of general obligation bond debt.

Concerning the general obligation bond, we know the amount we are obligated to borrow for the Tinker Creek Wastewater Interceptor Project as well as our obligation to the Western Virginia Water Authority Wastewater Plant Project. The proposal in the rate study would be to borrow additional funds for some other capital projects to bring the total debt to \$2 million. The projects were outlined in the prior presentation in April.

The Town Manager summarized the projects to be funded by an additional \$500,000 bond amount. One project is the Jefferson/Cleveland/Jackson waterline project. The cost to do Phases I and II would be approximately \$300,000. Most of the waterlines in that area are two inch in diameter, which is fine for everyday use, but they do not function for institutional uses such as the old Roland E. Cook building and for needed fire suppression. Regarding the Roland E. Cook building, any developer could put a water tank on the property, at their expense, to handle fire protection.

On a side note, the Town Manager commented that the new property owners of the Clearview Manor apartments

have applied for a permit to build a water tank, but they plan to put it inside a building.

There are other waterlines in the Town on the five to ten year plan for replacement, but they are not as old as the Jefferson/Cleveland/Jackson system. Phase III of this project at a cost of \$400,000 is shown in the CIP plan for 2016, which is the next two-year bond cycle.

There is \$85,000 of capital projects in the current budget that we feel we can afford with cash on hand. A backhoe/front end loader and three pickup trucks are on the schedule to be replaced and a five-year lease is proposed to be included in the total bond for these items. The Town Manager commented that we will have enough in this year's utility fund to pay for the mobile generator discussed at the last meeting.

In 2015 there is listed \$550,000 in debt with the WVWA which is kept on their books and the Town's rate will increase at that time to cover that cost.

Vice Mayor Nance commented that the rate study is something we anticipated and it has been put off for several years. That side of the budget has to not only pay for itself year-to-year, but also needs to include funds for investment in infrastructure. He stated that his concern is how it all works into the budget as a whole.

Mr. Hare asked Mr. Thompson about changing the billing cycle from bi-monthly to monthly. Mr. Thompson responded that there will be an increase in cost of postage and the billing process itself. There will also be additional administration cost on the collection side. Now there are 18 days of collection from the time the bill is sent out to the time the bill is due. Also, there is a cut-off cycle of every 45 days which would change to just about every month, but he hoped would decrease with a monthly billing. An average of 600-700 second notices are currently sent out.

Mr. Thompson further commented that he is currently discussing automated readings of meters with two companies. He thinks that needs to be part of the equation if we go to monthly billing. The Western Virginia Water Authority bills monthly, but they estimate every other month and he would not want to follow that process. Automated reading would be more efficient. Also, we are losing revenue with our older meters and if they were replaced, there is a possible gain of 4-5%.

Mr. Hare commented that he thinks monthly billing makes the most sense because you can find any problems

quicker and we now have access to tools that we did not have five years ago. Also, as people sign for electronic payments, that will make the job easier. He further stated that he fully supports the increases because we need to be reinvesting back into the system. Monthly billing will help the citizens by dividing the charges into smaller payments.

Mr. Thompson commented that he could not go to monthly billing effective July 1<sup>st</sup>, but within the year we would want to consider going monthly. It will cost about \$178-185 per meter to change them out if we went automated. There was some discussion about just doing commercial accounts first or certain sections, more concentrated neighborhoods.

Mr. Hare asked what would we get with Phase I and Phase II of the Jefferson/Cleveland/Jackson project and the Town Manager said he is not sure. It will be determined by the engineering and project costs and how much we can do in-house. The more we can do in-house, the more we can stretch the bond dollars significantly.

The Mayor commented that the effect of the increase on our customers' bills is an important consideration. However, he is concerned about waiting any longer. One consideration is the inflation factor and right now there are some very attractive bond rates and there are some projects that we need to start chipping away at.

Mr. Adams commented that we do have a lack of fire protection in this area of Town which is also near the proposed new library site. The problem will not go away nor will it get any cheaper. Mr. Adams also commented that the more we can encourage customers to go to the electronic payments it will help with the added cost of going to a monthly billing system. Mr. Thompson responded that they have had a tremendous response in this area. He is not opposed to going to monthly billing, but we have to realize there will be additional costs involved.

Mr. Hare asked if Mr. Rogers had seen localities that give a discount to customers who switch to electronic billing. Mr. Thompson said we do not charge the convenience fee for payment by credit card, we are absorbing that cost. We do charge a fee for the tax payments which is required by law.

**The next item on the agenda was a briefing on the general obligation bond debt proposal.** Courtney Rogers from Davenport & Company made comments regarding the pros and cons of financing the debt for 30 years. The

Virginia Resource Authority has created a summer pool for funding and the application is due on Friday, May 3<sup>rd</sup>. They will come to market in July and close in August which will fit with our time schedule.

Another option, called dual approach, lets us apply with the VRA, which has no cost, and also send out an RFP to banks to ask them for a 20, 25 and 30 year rate and can also ask VML/VACo. We can then gather all the data and bring back to Council in June with a recommendation of the best funding option. If you choose a bank, they will have locked in their rate and will be expected to close within two weeks of Council's action. It may be that the rates are so good that we would recommend a 20-year loan. Mr. Thompson commented that we have outstanding debts with the VRA and VML/VACo that gives an opportunity to refund with either one.

Mr. Thompson asked if the proposal would be for Revenue bonds or General Obligation (GO) bonds and the response was the strongest credit would be GO bonds. After further comments, Mr. Thompson indicated the Town does have some revenue bonds, but he would prefer GO since we have that capacity. A revenue covenant is much more stringent.

The Town Manager then commented that we need some direction from Council regarding how much to put on the application with the VRA. The Public Hearing on the budget will be on May 21<sup>st</sup> and the budget will be adopted at the June 4<sup>th</sup> meeting. Mr. Rogers then stated that whatever resource is chosen to provide the funding, a Public Hearing will be required. That Public Hearing can also be on May 21<sup>st</sup> to approve the debt for a certain amount and on June 4<sup>th</sup> action can be taken on the details of the lender.

The Town Manager asked again how much Council would want to apply for and if they are in agreement with the Friday application deadline with the VRA. Further comments and discussion was had regarding the five-year lease for the heavy equipment as part of the bond.

Mr. Hare asked if we really did well with the bond rate and were able to do a 20-year instead of a 30-year, would be borrow more while it is cheaper? Mr. Rogers commented that you need to have a project to spend it on and can you spend it in within a three-year period according to IRS requirements. Also, if we decided to borrow more, they would have to go back through the process again.

The Mayor asked if we need a motion or a consensus of Council and all of Council gave their consensus to proceed with the application with VRA for \$2 million. Also, they agreed to allow an RFP to be sent out to solicit other funding sources and to have the Public Hearing on May 21<sup>st</sup> to approve the debt amount.

**The next item was a review of Council's budget.**

The Mayor asked for a reminder of what the Tri-County Lake Administration does and the Town Manager responded that they are in charge of keeping Smith Mountain Lake clean in partnership with AEP. The Town has funded them in the past. We cut them out of the budget in 2009, but it is recommended to fund them \$500 in FY2014. The Town Manager commented that the RVTV amount will be \$15,317 instead of the \$18,190 shown.

Mr. Adams commented and requested an additional \$1,000 for the Needy Family fund which helps the children and families at Clearview Manor at Christmas. The Town Manager stated that the only new community contributions that he included was the Mountain View Human Spay/Neuter and the Tri-County Lake Administration. A question was asked about funding Manna Ministries and the response was that we provide in-kind services through police patrol which they would rather have than a cash contribution. Vice Mayor Nance suggested decreasing the amount to the Tri-County Lake to \$250, give \$250 to the After-Prom Committee for the William Byrd High School and an extra \$500 to the Needy Family Fund.

The Town Manager commented that the joint local governmental services amounts are contractual. The contributions to the Volunteer Fire and EMS departments are level funding for next year. The Council operating budget was next reviewed and discussion was had regarding the upcoming VML Conference to be held in Arlington County.

**The next item was a further review of the CIP. The**

Town Manager clarified that there are two items on the CIP list that must be done this fiscal year—one is Walnut Avenue Corridor Improvement, which is our obligation to VDOT for our part of the new bridge and the second is technology and the replacement of our file server. The pedestrian bridge match is included which is contingent upon receiving the revenue sharing funds from VDOT, which we anticipate will happen.

The Mayor commented that the additional revenue from a cigarette tax increase would fund this CIP along with

Consensus of Council to proceed with application to VRA for \$2 million, to allow an RFP to solicit other funding sources and to have the Public Hearing on May 21<sup>st</sup> to approve the debt amount

some compensation adjustments for the employees. The Town Manager said the budget does not specifically include compensation adjustments, but there is a contingency amount of \$67,000 available without raising any rates. The increase in the cigarette tax if approved would generate around \$160,000 in revenue.

The Town Manager commented that to stay on our schedule we need to advertise the Public Hearings next week for the May 21<sup>st</sup> meeting. The Mayor then asked Council for their comments regarding the advertisement. Mr. Hare indicated he has no problem advertising the way it currently is because it will offer an opportunity for public comments.

Vice Mayor Nance commented on his concerns about the budget as a whole. It seems we are pulling a lot of levers at one time and each of them has an impact at the end of the day on our citizens' wallets. He mentioned the need to fund the CIP before the stormwater projects come up. The Town Manager commented that since the CIP is a five-year planning document, various stormwater projects in key areas of Town were included to provide a basis for what some of those costs will be in the future. Vice Mayor Nance next commented on the contingency fund idea and stated that he would rather have funds earmarked in the budget so that the citizens can see what the funds are being spent on. The contingency fund is almost the same amount that will be raised by the cigarette tax increase. He does not want to support a tax increase that will be for unallocated funds just to have flexibility throughout the year. Mr. Adams commented that this fiscal year we had emergency purchases that were not budgeted items and if we do not have something set aside, where will we get the funds next year?

The Mayor commented that the surplus this year was due to long-term vacancies in the Police Department and because staff has worked hard to maintain and/or trim their budgets. He indicated he appreciated the Vice Mayor's comments because it is incumbent for Council to watch every percent and the citizens deserve and expect that from us.

The Mayor then commented that as a town in Virginia we only have a few resources for revenue, but yet we have this huge responsibility to make sure our quality of life is maintained and that we are prepared for the future. It is incumbent upon us to use those resources.

Regarding the advertisement for the budget, the Town Manager clarified that the advertisement is for the proposed budget that has been presented to Council. Any changes

suggested tonight or after the Public Hearing will be made before the final budget is approved.

Vice Mayor Nance next commented on employee compensation indicating he is not in favor of a combination bonus and raise. He cannot support a bonus if we are attempting to raise revenue to get money for CIP when any leftover surplus can be used for that. He feels like he could support a very small cost of living increase of 1-1/2%.

Mr. Hare next commented that he does not disagree with the Vice Mayor's assessment of the budget. He also struggles with the cigarette tax increase because statistically the people that will be impacted the most are the people that can afford it the least. We are asking those people to fund CIP items for the entire Town. He stated that we have the option of increasing property taxes and then everyone could share the burden for their town. However, because of our budget cycle, it is too late to use that approach.

Mr. Hare further commented that there are items in the CIP that have been pushed off and he does not feel that we will have the surplus in the upcoming budget. He is in favor of doing some to fund the CIP and also recognizes that the employees are a very valuable resource and very expensive to replace. Mr. Adams commented that we have employees we have to look out for and at the same time there are items that we have to do in the CIP. Where does the money come from otherwise? The Mayor also indicated that he supports funding the CIP and doing something for our employees.

The Mayor commented that he does not like the idea of the cigarette tax increase, but considering the few resources we have; it is a way to see that this Town is going to remain a great place to live. The current rate is \$0.20 and the proposal would raise it to \$0.35 which is still about \$0.20 lower than one of our neighboring jurisdictions. He supports the CIP and doing something for our employees. They have stepped up to bat these past few years and he could live with either a raise or a bonus.

Mr. Hare made a motion to advertise the Public Hearing for May 21, 2013 on the proposed budget as presented to Council; the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice.

The Mayor expressed thanks to all the volunteers and staff that helped to make the Dogwood Festival a success. He asked Council about attending one of the Town Section

Approved advertising for a Public Hearing on May 21, 2013 for the proposed budget as presented to Council

meetings and the Town Clerk indicated she would poll Council to see if there is a convenient date for any of them to attend.

After comments by Mr. Adams, the Town Manager gave an update on the transportation projects that the Town submitted to the MPO Committee for consideration. A follow-up meeting of the Technical Committee will be this Friday to further review the projects.

Mr. Hare asked for an update on cleaning up the debris/trash on the hill on Etna Avenue at the entrance to town on Virginia Avenue. The Town Manager responded that staff is working on the issue. Mr. Hare asked about the greenery or landscaping to be placed around the William Byrd School sign and the Town Manager commented that the school has been waiting on Mr. Obenchain. Mr. Obenchain has now decided on a slow-growing juniper bush and he has passed that information along to them. Mr. Hare asked about "No U-Turn" signs at the intersection of Hardy and By-Pass Road. There are poles where apparently there once were signs and the Town Manager said he will check on.

Mr. Adams commented that signs are popping up again on the sides of the road and the Town Manager responded that he will discuss with staff at the next staff meeting.

The Town Manager commented that we are still working on the fireworks issue. The option of using Herman L. Horn as a new location will not work for this year. The two options are bigger shells or another location. It was suggested that possibly signage or roping off the area at the War Memorial would help direct citizens to the areas to sit for the best view.

Mr. Hare moved that the 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, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice. The regular meeting was adjourned at 8:50 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**

May 21, 2013

### **Department**

Police

### **Issue**

Officer of the month for April 2013-Officer Christopher Froeschl

### **Summary**

Officer Froeschl was selected as Officer of the month for April 2013 and will be recognized at the meeting

### **Attachments**

Memo from Chief Cook

### **Recommendations**

Read Memo



## Vinton Police Department

311 SOUTH POLLARD STREET  
VINTON, VIRGINIA 24179

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

**BENJAMIN L. COOK**  
**CHIEF OF POLICE**

**A State Accredited Agency**

To: Christopher Froeschl, Police Officer

From: Benjamin L. Cook, Chief of Police BLC

Date: May 9, 2013

Subject: Officer of the Month – April 2013

Congratulations! You have been nominated and selected as Officer of the Month for April, 2013.

On April 10th you responded to an emergency assist call in reference to a male subject having seizures. After the incident, the victim's mother contacted the police department and complimented you on your quick response, your professionalism, and level of comfort and support that you gave to her and her special needs adult son. This was the second time that you have assisted her in time of need and she is very appreciative of you.

On April 26th, you responded to a call regarding a purse which was found inside a home that didn't belong to the home owner. You were able to determine that the purse was stolen and through information found in the purse, you were able to return it to the owner who found that there was nothing missing. In addition, you identified a suspect and obtained a confession from him, finding that he stole the purse in question from a neighbor's car and had also broken into a nearby residence and stole items from that location as well.

Your hard work, professionalism, and compassion for others is commendable and I want to thank you for continuing to represent the department well. Keep up the good work!



## Town Council Agenda Summary

### Meeting Date

May 21, 2013

### Department

Administration

### Issue

Proclamations

- a. Click It or Ticket
- b. National Emergency Services Week
- c. Public Works Week

### Summary

During this week each year, we observe Click It or Ticket, National Emergency Services Week and Public Works Week. **Click It or Ticket** reminds and urges our citizens to always wear seat belts when driving or riding on our roadways. **National Emergency Services Week** urges our citizens to recognize the value and accomplishments of all of our Emergency Services personnel and to support the many public safety activities and efforts of the Town's emergency services. **Public Works Week** promotes and recognizes the important of our Public Works services for the health, safety, economic growth, and quality of life in our Town.

### Attachments

Proclamations

### Recommendations

Announce each of the three events



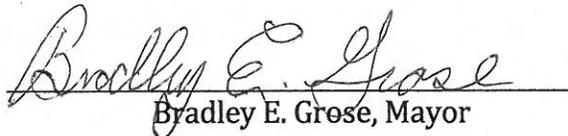
# PROCLAMATION

- WHEREAS,** the safety and security of the citizens of the Town of Vinton and surrounding areas are vitally important; and
- WHEREAS,** a large percentage of our citizens regularly drive or ride in motor vehicles on our roadways; and
- WHEREAS,** the use of seat belts in passenger vehicles saved an estimated 12,546 lives in 2010; and
- WHEREAS,** regular seat belt use is the single most effective way to protect people and to reduce fatalities in motor vehicle crashes; and
- WHEREAS,** the use of seat belts is supported by the laws of the Town of Vinton; and
- WHEREAS,** May 20 through June 2, 2013, has been selected as the national *Click It or Ticket* mobilization enforcement period; and
- WHEREAS,** across the country law enforcement officers will actively be participating in the mobilization to ensure all motor vehicle occupants are buckled up day and night to reduce the risk of injury and death caused in traffic crashes; and
- WHEREAS,** increased enforcement of seat belt laws coupled with publicity has proven to be an effective method to increase seat belt use rates and decrease fatal crashes.

**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 and announce May 20, 2013 to June 2, 2013, as the **Click It or Ticket** Mobilization in the Town of Vinton, and urge all citizens to always wear seat belts when driving or riding on our roadways.

**IN WITNESS WHEREOF,** I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 9th day of May, 2013.



  
Bradley E. Grose, Mayor



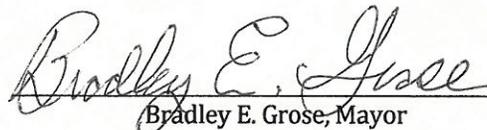
# PROCLAMATION

- WHEREAS,** this year's theme for National Emergency Medical Services Week is "EMS: One Mission. One Team."
- WHEREAS,** National Emergency Medical Services Week brings together the local communities and medical providers to publicize safety & honor those who dedicate their time and provide the day-to-day lifesaving services of medicine's "front line."
- WHEREAS,** the Town of Vinton is committed to ensuring the safety and security of all those living in and visiting our town; and
- WHEREAS,** Emergency Medical Services is a vital public service; and
- WHEREAS,** the members of Emergency Medical Services teams are ready to provide lifesaving care to those in need twenty-four hours a day, seven days a week; and
- WHEREAS,** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS,** the Emergency Medical Services system consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and
- WHEREAS,** the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS,** it is appropriate to recognize the value and the accomplishments of Emergency Medical Service providers by designating National Emergency Medical Services Week.

**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 May 19, 2013 to May 25, 2013 as "**NATIONAL EMERGENCY SERVICES WEEK**" in the Town of Vinton and I urge all the people of the Town of Vinton to support the many public safety activities and efforts of the Town's emergency services.

**IN WITNESS WHEREOF,** I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 9<sup>th</sup> day of May, 2013.



  
Bradley E. Grose, Mayor



# PROCLAMATION

**WHEREAS,** public works services provided in the Town are an integral part of our citizens, institutions, businesses, and industries everyday lives and well-being; and

**WHEREAS,** public support of the importance of effective and efficient public works services such as street maintenance, sidewalk repair, solid waste collection, recycling, traffic signal & sign maintenance, snow & ice removal, stormwater collection, water production & distribution, and wastewater collection improves morale and performance of public works staff; and

**WHEREAS,** the health, safety, economic growth, and quality of life in our Town greatly depend on these vital Public Works services; and

**WHEREAS,** public works staff also provide critical response capabilities, experience, and support in times of emergency; and

**WHEREAS,** the efficiency of the qualified and dedicated people who staff public works is positively influenced by the citizens' attitude and understanding of the important services the staff provides.

**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 May 19, 2013 to May 25, 2013 as "**PUBLIC WORKS WEEK**" in the Town of Vinton.

**IN WITNESS WHEREOF,** I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 9th day of May, 2013.



  
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Bradley E. Grose, Mayor



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Planning and Zoning

### **Issue**

Consideration of public comments on a request for an approximately fifty (50) foot wide by one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, Map of Section No. 4, Bali Hai, Plat Book 6, Page 30, to be closed, vacated, and deeded to the adjoining property owners. (\*PUBLIC HEARING CANCELLED-APPLICATION WITHDRAWN BY APPLICANT)

### **Summary**

At the Planning Commission public hearing held on May 2<sup>nd</sup>, Mr. Chris McMurry representative of Mr. A.R. Overbay, the Petitioner, asked to continue the request to close the undeveloped Daleview Drive right-of-way (ROW). The continuation was requested because the adjoining property owners of the ROW do not agree that the ROW should be vacated and deeded to either them or to Mr. Overbay.

At the Planning Commission's public hearing, Mr. Melvin Bennett, 709 Olney Road, spoke as a resident of Olney Road and also on behalf of Mr. Sligh, an adjoining property owner. Mr. Bennett claimed that the Slighs and Quams were misled into signing the agreements that were dated April 9, 2013, and April 10, 2013. Mr. Bennett also said that Mr. Overbay should be asked to develop the ROW to meet VDOT standards and requirements, including curb and gutter. They are concerned as to what will happen to the Quams' and Slighs' driveways, which are located in the undeveloped ROW, if Mr. Overbay is allowed to use this undeveloped right-of-way.

On May 8, 2013, Staff received a telephone call from Mr. A.R. Overbay's and Mrs. Ann Huffman's attorney, Mr. John Patterson, informing Staff that Mr. Overbay and Mrs. Huffman, as the Petitioners of the request, wish to withdraw their request for the undeveloped ROW to be vacated. On May 10<sup>th</sup>, the letter to withdraw the request was received from Mr. Patterson.

### **Attachment**

Letter from Mr. A.R. Overbay's attorney, John Patterson

### **Recommendations**

No action required

**JOHN R. PATTERSON**

ATTORNEY AT LAW

213 SOUTH JEFFERSON STREET

ROANOKE, VIRGINIA 24011-1787

SUITE 910

AREA CODE 540  
TELEPHONE 342-5157

May 9, 2013

Anita J. McMillan  
**TOWN OF VINTON**  
**PLANNING AND ZONING DIRECTOR**  
311 S. Pollard Street  
Vinton, Virginia 24179

**RE: PROPOSED VACATION OF DALEVIEW DRIVE**

Dear Mrs. McMillan:

I represent Riley Overbay and Anne Huffman who have requested that the above fifty (50) foot wide by one hundred and fifty (150) foot long undeveloped public street, known as Daleview Drive, be closed, vacated and deeded to the adjoining property owners. My clients now wish to withdraw that request and by this letter do hereby withdraw that request.

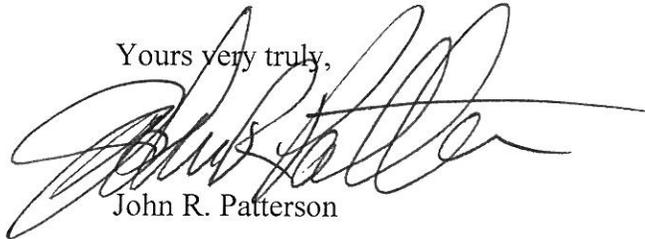
I understand that a public hearing has been advertised for May 21, 2013, and that my clients may be billed for the cost of the advertisements. Those bills can be sent to me.

I will plan to call Theresa Fontana, Esquire, to discuss the matters we discussed by telephone yesterday.

If there is anything further I need to do on behalf of my clients to withdraw the request noted above, please contact me.

Thanking you very much for your attention and cooperation in this matter, I am,

Yours very truly,



John R. Patterson

JRP/mjm

**RECEIVED**

**MAY 10 2013**



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Administration

### **Issue**

Consideration of public comments on the issuance of general obligation bonds of the Town in the estimated maximum amount of \$2,000,000 to finance the costs, in whole or in part, of various capital improvements, which may include without limitation the Roanoke Regional Wastewater Plant, water line replacement Jefferson/Jackson/Cleveland Ave Phase 1 & 2, Glade-Tinker Creek Wastewater Interceptor Replacement Phase 2, capital equipment purchases and other capital improvements for the Town, and to pay the costs of issuance of the Bonds.

### **Summary**

Over the past two years, town staff has completed a study evaluating our water and wastewater system. The study aimed to create a five-year plan for operations and capital investment. The capital investment plan was developed through engineering studies, financial advisors, and staff evaluation of priorities based on age, failure incidents, fire suppression supply, and economic development opportunities. The plan also identifies major system that are identified for replacement or major repair in years 6-10, but does not go into any detail this far out.

The major projects to be funded are as follows:

- 1) Western Virginia Water Authority – Wastewater Treatment Plant improvements related to the disinfection capacity of the plant. The total project is approx. \$17 million. The town's responsible portion is 5.5% based on our usage of capacity, which is \$939,785. The WVWA has already bid and contracted the project to a construction firm. The town would begin paying invoices as submitted throughout the project after closing on the bond.
- 2) Glade/Tinker Wastewater Interceptor Line Improvements – This replaces over 1200-feet of 24-inch wastewater pipe along the creek. The line is undersized and contributed to multiple overflows into Glade Creek, which puts the town at risk for a consent order from DEQ. The project was funded through a previous bond as well as a bridge loan of \$500,000. The proposed long term bond would pay off the bridge loan.
- 3) Design and Replacement of water lines in the Cleveland/Jefferson/Jackson Ave. neighborhood east of downtown – This would replace approx. 4,000 feet of aging water

lines and improves the fire suppression services. Water lines are 80-100 years old and undersized for modern fire suppression needs. The project is anticipated to be three phases, with this bond funding phase 1 and 2. Phase 3 is scheduled for funding in year 2016.

- 4) Equipment Replacement – A 5-year lease proposal is recommended to replace four pick-up truck service vehicles and one backhoe. These vehicles have exceeded their useful life and are an integral part of our team providing daily services for our utility system.

The bond is proposed as a 30-year term for projects 1-3 and a 5-year lease structure for project 4. A request for proposals has been advertised to receive bids from VRA, VML, and commercial banks. Interest rates have been in the low 3% and a final interest rate will be determined upon final recommendation of the winning bid entity.

To fund this bond amount of \$2,000,000, the water and wastewater rates are proposed for an increase of 8.7% to be implemented July 1, 2013.

### **Attachments**

None

### **Recommendations**

Conduct Public Hearing, bid proposals and staff recommendation will be presented on June 4, 2013, and final action to be taken on June 18, 2013



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Administration

### **Issue**

Consideration of public comments on a request to revise Water and Wastewater Fees and Charges Schedule by an increase of 8.7 percent, pursuant to authority granted by Virginia Code §§ 15.2-2111, 15.2-2119 and 15.2-2122, according to the Vinton Town Code, Chapter 24, Utilities, Section 94-22 Fees and charges for water service and Section 94-74, Fees and charges for wastewater service.

### **Summary**

Over the past two years, town staff has completed a study evaluating our water and wastewater system. The study aimed to create a five-year plan for operations and capital investment. The capital investment plan was developed through engineering studies, financial advisors, and staff evaluation of priorities based on age, failure incidents, fire suppression supply, and economic development opportunities. The plan also identifies major system that are identified for replacement or major repair in years 6-10, but does not go into any detail this far out.

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undersized for modern fire suppression needs. The project is anticipated to be three phases, with this bond funding phase 1 and 2. Phase 3 is scheduled for funding in year 2016.

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To fund this bond amount of \$2,000,000, the water and wastewater rates are proposed for an increase of 8.7% to be implemented July 1, 2013.

### **Attachments**

None

### **Recommendations**

Conduct Public Hearing, action to be taken on June 4, 2013



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Administration

### **Issue**

Consideration of public comments on a request to increase an excise tax on the sale of cigarettes from \$0.20 to \$0.35 on each package containing 25 or fewer cigarettes.

### **Summary**

The budget sets forth operating expenditures and capital expenditures. Over the past 5-years, through the economic downturn, our budget has been appropriately reduced without any major impacts to the delivery of service and minimal service elimination. However, one of the major reductions has been to our capital investment funding. This reduction can be accommodated in the short term by delaying purchases and equipment replacement. In the long term, we have a back log and pent up demand for capital investment and replacement of equipment. These needs are outlined in detail in the capital improvement plan within the budget.

To help begin to address these capital needs, the budget includes a 15-cent increase in cigarette tax. This is expected to generate approximately \$159,000 in additional revenue. This new revenue is recommended to fund equipment replacement needs and capital investment in bridges, buildings, technology, equipment, and vehicles.

### **Attachments**

None

### **Recommendations**

Conduct Public Hearing, action to be taken on June 4, 2013



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Administration

### **Issue**

Consideration of public comments regarding the proposed FY2013-2014 Town of Vinton Budget.

### **Summary**

The FY2013-2014 annual budget is the culmination of months' worth of staff work developing and managing our services and revenues to provide the expected and needed services for the community. The budget document is one of the most important policies established by Council to convey to staff and the community priorities, levels of services, and investment in the community.

The budget document includes a great deal of information which is intended to explain what and why of government services provided by the Town of Vinton.

The budget sets forth operating expenditures and capital expenditures. Over the past 5-years, through the economic downturn, our budget has been appropriately reduced without any major impacts to the delivery of service and minimal service elimination. However, one of the major reductions has been to our capital investment funding. This reduction can be accommodated in the short term by delaying purchases and equipment replacement. In the long term, we have a back log and pent up demand for capital investment and replacement of equipment. These needs are outlined in detail in the capital improvement plan within the budget.

To help begin to address these capital needs, the budget includes a 15-cent increase in cigarette tax. This is expected to generate approximately \$159,000 in additional revenue. This new revenue is recommended to fund equipment replacement needs and capital investment in bridges, buildings, technology, equipment, and vehicles.

### **Attachments**

None

### **Recommendations**

Conduct Public Hearing, action to be taken on June 4, 2013



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Town Attorney

### **Issue**

Consider adoption of a Resolution approving a settlement and authorizing the Town Manager to execute an Agreement with the Confederated Tribes and Bands of the Yakama to resolve a lawsuit pending in federal court in the State of Washington regarding the Yakama matter.

### **Summary**

The Town of Vinton Police Department participates in federal task forces to enhance law enforcement. One officer participated in a federal task force that assisted with an ATF investigation. Officers entered upon Yakama Reservation trust lands in the state of Washington as part of this investigation on February 16, 2011. The Confederated Tribes and Bands of the Yakama allege that the entry violated treaties and laws and sued the Town of Vinton and many other parties in federal court in the Eastern District of Washington. The Town's insurer hired counsel to defend the Town in the case. Settlement negotiations have resulted in a proposed Settlement Agreement with no admission of liability or wrongdoing by the Town. The Town would agree not to unlawfully enter upon Yakama Reservation trust lands. Counsel for the Town recommends that the Town enter into the Settlement Agreement and the Town Attorney concurs.

### **Attachments**

Proposed draft Settlement Agreement  
Resolution

### **Recommendation**

Motion to adopt Resolution

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the Confederated Tribes and Bands of the Yakama Nation, a federally-recognized Indian tribal government and as *parens patriae* on behalf of the Enrolled Members of the Confederated Tribes and Bands of the Yakama Nation, ("Yakama Nation"), and the County of Marshall, Mississippi, the City of Tupelo, Mississippi, the County of Roanoke, Virginia, the City of Martinsville, Virginia, the Town of Vinton, Virginia, and the County of Benton, Washington ("Settling Defendants") (singularly "Party"; collectively "the Parties"), relating to matters alleged in *Confederated Tribes and Bands of the Yakama Nation v. Eric Holder, et al.*, a lawsuit pending in U.S. District Court for the Eastern District of Washington under Cause No. CV-11-3028-RMP ("the Lawsuit"). This Agreement shall become effective upon the final signature by the Parties at bottom, the date of that final signature shall be the "Effective Date" of this Agreement.

### RECITALS

In June 2011, the Yakama Nation initiated the Lawsuit against each of the Settling Defendants and various federal law enforcement agencies and employees thereof ("Federal Defendants"), in relation to a federal law enforcement entry upon Yakama Reservation trust lands on February 16, 2011 ("the Entry").

The Parties wish to avoid costly and lengthy litigation and to settle and compromise any and all claims and disputes of any kind or nature whatsoever between the Parties, relating to the Entry.

The Parties enter into this Agreement without admitting any liability. This Agreement shall not be construed as an admission of any wrongdoing, liability, any fact, or evidence of such, or admission of any violation of law by any of the Parties.

By entering into this Agreement, no Party is making any concessions about its rights, powers, authorities, or responsibilities, or otherwise expressing any conclusions about the sovereignty, Treaty-interpretation, constitutional, or other legal issues in the Lawsuit involving the Parties to this Agreement or other individuals and entities.

By virtue of this Agreement, the Yakama Nation does not waive, alter, or otherwise diminish the rights, privileges, remedies, authority, or services guaranteed by the Treaty With The Yakama. 12 Stat. 951 (1859). Nor does the Yakama Nation waive, alter or otherwise diminish its Sovereign Immunity, whether expressed or implied, by virtue of this Agreement or any action that may arise directly or indirectly from the same.

## AGREEMENT

Based upon the foregoing, and in consideration for each and every term of this Agreement, including the above Recitals, the Parties agree as follows:

1. The Parties hereby settle and release all claims against one another. The Parties hereby fully release any and all existing or previously existing claims and disputes of any kind or nature whatsoever, against each other and any Party's present and former officers, employees, agents, and law enforcement officers (whether federally deputized or not), as well as any Party's insurance carrier (collectively "Released Parties") – whether such claims or disputes are known or unknown, asserted or unasserted, and which related to the Entry (the "Released Claims").

2. The Plaintiff, Yakama Nation, agrees that it will not reinitiate any lawsuit, claim or legal action against Released Parties related to the Entry or to any and all allegations and claims set forth in the Complaint and Amended Complaints filed in United States District Court, Eastern District of Washington, Case No. CV-11-3028-RMP. Notwithstanding the foregoing, if any Released Party infringes upon or threatens Yakama territory, jurisdiction, or rights, nothing in this Agreement shall prevent Yakama Nation or any other injured person from bringing any suit, claim or legal action to protect its rights. The Yakama Nation shall dismiss its claims, Complaints and Amended Complaints against the Settling Defendants without prejudice and without costs, attorneys' fees or expenses to any Party, by stipulating to and filing Joint Motion To Dismiss papers within seven (7) business days of the Effective Date. Said Joint Motion and Order shall provide:

Plaintiff and Defendants the County of Marshall, the City of Tupelo, Mississippi, the County of Roanoke, the City of Martinsville, the Town of Vinton, Virginia, and the County of Benton, Washington, jointly move for an order dismissing Plaintiffs' claims against each other, only, without prejudice and without fees or costs to any Party.

The Parties to this joint motion have reached a compromise and wish to dismiss all claims against each other, without prejudice, and without fees or costs to any party.

A proposed Order is filed herewith.

3. The Settling Defendants shall not enter upon Yakama Indian Country (as defined by 18 U.S.C. 1151 and related federal and state law) without compliance with applicable federal, tribal, and state law and applicable treaties. Notwithstanding the foregoing, the Settling Defendants shall make all reasonable efforts to seek and obtain advance permission, if required by applicable federal, tribal and state law and applicable Treaties, should they wish to enter upon Yakama Indian Country.

4. This Agreement shall be binding and inure to the benefit of the Parties and the Parties' respective legal representatives, heirs, successors, assigns, employees, agents, and law enforcement officers (whether federally deputized or not). No other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

5. Neither this Agreement or any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by all of the Parties hereto. This Agreement may be signed in counterparts. For all purposes, a facsimile or email copy of a signature shall be deemed and given the same force and effect as an original manual signature. Each Party shall take any and all reasonable steps and execute, acknowledge and deliver any and all further documents that any other Party may reasonably request to effectuate the intent and purposes of this Agreement.

6. This Agreement contains the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. The above recitals are hereby made a part of this Agreement. This Agreement shall be deemed to have been drafted by all the Parties hereto, since all Parties were assisted by their counsel in reviewing and consenting to this Agreement, and no ambiguity shall be resolved against any party by virtue of its participation in the drafting of this Agreement.

7. Each Party has the full right and actual authority to enter into this Agreement.

Confederated Tribes and Bands  
of the Yakama Nation

County of Marshall, Mississippi

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tupelo, Mississippi

County of Roanoke, Virginia

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Martinsville, Virginia

Town of Vinton, Virginia

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

County of Benton, Washington

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, MAY 21, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS**, the Town of Vinton’s Police Department participates in federal task forces to enhance law enforcement; and

**WHEREAS**, many federal law enforcement officers and task force members, including a Vinton police officer, entered onto Yakama Reservation trust lands on February 16, 2011, as part of an ATF investigation; and

**WHEREAS**, the Confederated Tribes and Bands of the Yakama allege that the entry onto the trust lands violated treaties and federal laws and filed suit against many parties including the Town of Vinton in the United States District Court for the Eastern District of Washington in Cause No. CV-11-3028-RMP in June 2011; and

**WHEREAS**, the parties, through counsel, have reached a proposed settlement agreement wherein the Town of Vinton does not admit wrongdoing or liability and agrees not to enter onto Yakama Reservation trust lands in violation of laws or treaties; and

**WHEREAS**, City Council finds it to be in the best interest of the Town of Vinton to enter into the proposed settlement agreement.

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

1. The Town Manager is hereby authorized, for an on behalf of the Town, to execute the necessary documents to enter into Settlement Agreement, in substantially the same form presented to Council.
2. All documents necessary to accomplish this settlement shall be in form approved by the Town Attorney.

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

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

AYES:

NAYS:

APPROVED:

---

Bradley E. Grose, Mayor

ATTEST:

---

Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

May 21, 2013

### **Department**

Planning and Zoning

### **Issue**

Consider adoption of a Resolution authorizing the Town Manager to execute an agreement between the Town of Vinton and APCO granting and conveying an easement for poles to be relocated in connection with the Walnut Avenue Improvement Project

### **Summary**

On March 18, 2013, Staff was informed by Mr. Robert Wilson, APCO's ROW Coordinator that due to the upcoming Walnut Improvement Project, some of the existing poles located in the Walnut Avenue ROW have to be relocated onto Town-owned properties. Town personnel including Chris Lawrence, Gary Woodson, Joey Hiner, and Anita McMillan met with Mr. Wilson to discuss the relocation sites for the poles. Several discussions between APCO and Town personnel took place between March 28 and April 26, 2013, to ensure that the proposed relocation of the poles will not interfere with Town underground sewer and water facilities and future use of the Town-owned properties. Additionally, a standard APCO easement was received by Staff and forwarded to the Town Attorney's office for review and approval. Staff incorporated the changes as suggested by the Town Attorney, and the final drawing showing the proposed locations for the poles was approved by Vinton Public Works Department on May 6, 2013.

### **Attachments**

APCO and Town of Vinton Deed Conveyance Agreement  
Drawing of the proposed APCO Poles Relocation – VDOT Project U000-149-103, C501  
Resolution

### **Recommendations**

Motion to adopt Resolution

**This conveyance is exempt from the Grantor's tax pursuant to Virginia Code § 58.1 – 811 (c) (4)**

TAX ID or PARCEL NO. 060.15-02-01.00 and 060.15-02-02.00  
GRW 251-OH – VA

\_\_\_\_\_ Eas. No. \_\_\_\_\_ R/W Map No. \_\_\_\_\_  
\_\_\_\_\_ W.O. No. \_\_\_\_\_ Job No. \_\_\_\_\_ Prop. No. \_\_\_\_\_  
\_\_\_\_\_ Line \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
by and between \_\_\_\_\_ Town of Vinton, Virginia, a municipal corporation \_\_\_\_\_,  
herein called "Grantors", whether one or more persons, and APPALACHIAN POWER COMPANY, a Virginia  
corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantors by Appalachian, the receipt whereof is hereby acknowledged, Grantors hereby grant, convey, and warrant to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, and across the following described lands of the Grantors situated in \_\_\_\_\_ Town of Vinton \_\_\_\_\_, County of \_\_\_\_\_ Roanoke \_\_\_\_\_, State of Virginia.

Being a right-of-way and easement on the property of the Grantors identified as Town of Vinton, Roanoke County, Tax ID or Parcel No. 060.15-02-01.00 and 060.15-02-02.00 and as further depicted in Exhibit "A", VDOT Project U000-149-103, C501, March 18, 2013, Revised April 26, 2013, attached hereto.

This easement extends in a \_\_\_\_\_ direction from  
Appalachian's existing \_\_\_\_\_ numbered \_\_\_\_\_ to  
and including new \_\_\_\_\_ numbered \_\_\_\_\_.

Appalachian agrees to indemnify, hold harmless, and defend Grantors from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature, including attorneys' fees, which Grantors may suffer or occur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof arising out of or in any manner connected with the exercise of the rights herein granted, or which Grantors may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligation of this agreement of indemnity, due in whole or in part to any act, omission, or negligence of Appalachian or any of its representatives or employees. In the event the injuries, including death, or damages are due to the sole negligence of Grantors or its representatives or employees, then and only then Appalachian shall not be liable under the provisions of this paragraph.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, across, through, or over the above referred to premises; the right to cut down, trim and/or otherwise control, and at Appalachian's option, remove from said premises, any trees, overhanging branches, or other obstructions which may endanger the safety of, or interfere with the use of, Appalachian's Facilities; and the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantors reserve the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

GRANTORS:  
TOWN OF VINTON, VIRGINIA

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

STATE OF VIRGINIA        )  
  ) To-wit:  
TOWN OF VINTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Christopher S. Lawrence, Town Manager, for the Town of Vinton, Virginia.

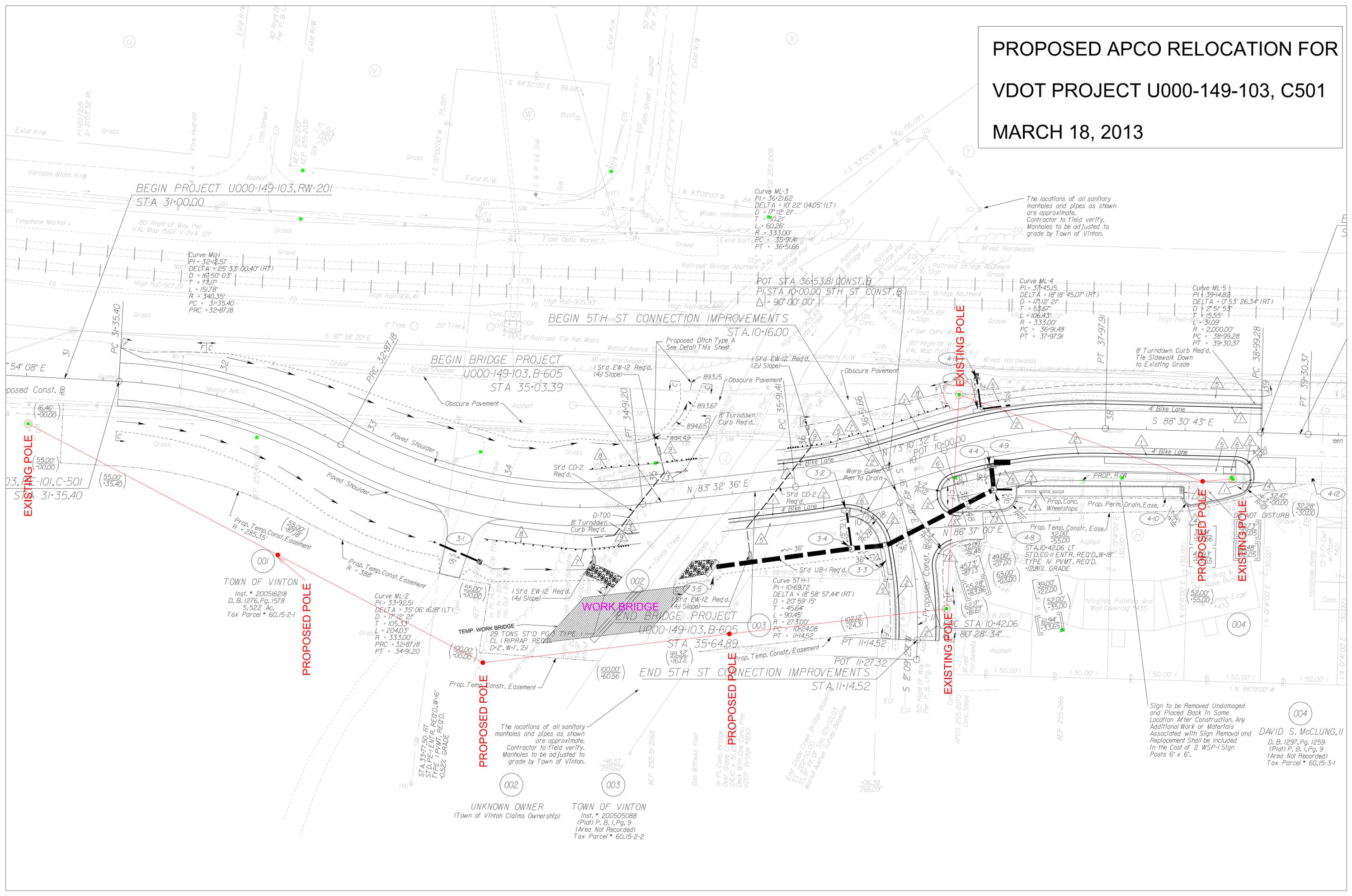
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public (Print/Type Name)

My Commission expires: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
Town Attorney

**PROPOSED APCO RELOCATION FOR  
VDOT PROJECT U000-149-103, C501  
MARCH 18, 2013**



The locations of all sanitary manholes and pipes as shown are approximate. Contractor to field verify. Manholes to be adjusted to grade by Town of Vinton.

The locations of all sanitary manholes and pipes as shown are approximate. Contractor to field verify. Manholes to be adjusted to grade by Town of Vinton.

Sign to be Removed Undamaged and Placed Back in Same Location After Construction. Any Additional Work or Materials Associated with Sign Removal and Replacement Shall be Included in the Cost of 2 WSP-1 Sign Posts 6' x 6'.

**TOWN OF VINTON**  
Inst. # 200516218  
D. B. 1276, Pg. 1578  
5.522 Ac.  
Tax Parcel # 60.15-2-1

**UNKNOWN OWNER**  
(Town of Vinton Claims Ownership)

**TOWN OF VINTON**  
Inst. # 200505088  
(Plat) P. B. I, Pg. 9  
(Area Not Recorded)  
Tax Parcel # 60.15-2-2

**DAVID S. McCLUNG, II**  
D. B. 1297, Pg. 1259  
(Plat) P. B. I, Pg. 9  
(Area Not Recorded)  
Tax Parcel # 60.15-3-1

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, MAY 21, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS**, the Vinton Town Council has authorized and supports the proposed Virginia Department of Transportation (VDOT) Walnut Avenue Improvement Project U000-149, R201, which includes the replacement of the existing low-water bridge; and

**WHEREAS**, the roadway project will commence soon and will require that some existing Appalachian Power Company (APCO) poles be relocated from the existing Walnut Avenue right-of-way to Town of Vinton properties, identified as Tax Map Numbers 060.15-02-01.00 and 060.15-02-02.00; which requires an easement be conveyed to APCO for the poles to be relocated; and

**WHEREAS**, it is possible to establish an agreement by and between the Town of Vinton and APCO that the Town of Vinton grants and conveys an easement to APCO for the poles to be relocated to the above-mentioned properties, as shown in the attached sheet prepared by VDOT, Walnut Avenue Improvement Project U000-149-103, C501, March 18, 2013, revised April 26, 2013, by APCO, and on file in the office of the Department of Transportation, Richmond, Virginia; and

**WHEREAS**, said easement agreement has been prepared by APCO, and reviewed and revised by Vinton's Town Attorney.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby authorize approval of the said easement agreement.

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**

May 21, 2013

### **Department**

Administration

### **Issue**

Consider adoption of a Resolution authorizing the Town Manager to execute a Contract with Redlee/SCS, Inc. for janitorial services for the Town's facilities.

### **Summary**

The Town of Vinton was previously on a Janitorial Contract that was month-to-month. The contract was first signed in 2007 and was supposed to expire and renew in 2010. However, a new IFB (Information For Bid) was never solicited so the contract renewed month-to-month. The current service provider's level of service had deteriorated in the past several months to a year. This caused Town staff to initiate a new IFB process.

The Town received five bids, including the current service provider. Due to the wording of the Town's procurement policy and the wording of the State procurement policy the Town must accept the lowest responsible and responsive bidder. This happened to be Redlee based out of Texas. They have contracts in Virginia and Roanoke with Wells Fargo and other property management firms.

Our current service providers cost on average (across all buildings) \$58,434 per year for just cleaning services. The new bid came in at \$41,628 including cleaning supplies. We anticipate this number to be around \$49,000 after per use cleaning fees for the War Memorial are added in. This is still a significant savings.

Town Council needs to approve the contract for Janitorial Services. The contract will be for a year with the option of the Town to extend for 4 more years without going out for bid again. Terms and conditions are attached.

### **Attachments**

Terms of the Contract  
Contract  
Resolution

### **Recommendations**

Motion to adopt Resolution

**ATTACHMENT F - STANDARD CONTRACT**

**CONTRACT**

This Contract entered into this 1 day of June, 2013, between REDLEE/SCS hereinafter called the "Contractor" and the Town of Vinton, hereinafter called the "Town."

**WITNESSETH** that the Contractor and the Town, in consideration of mutual covenants, promises and agreements herein contained agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide the services to the Town as set forth in the Contract Documents.

**CONTRACT PERIOD:** The initial contract period is June 1, 2013 through May 31, 2014. At the end of the initial contract period, this contract may be renewed on a yearly basis through May 31, 2018.

**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid as described in section 17 of GENERAL TERMS AND CONDITIONS.

**CONTRACT DOCUMENTS:** The contract documents shall consist of this signed Contract, the scope of services, Terms and Conditions, specifications, and other information contained in the document entitled "Invitation for Bid - Janitorial Services" / "Request for Proposal - \_\_\_\_\_", dated March 15, 2013, and the bid/proposal and letter submitted by the Contractor dated March 15, 2013, all of which are attached to and constitute a part of this Contract.

Town and Contractor further agree that in the event of some inconsistency or discrepancy between the Contract and the other Contract Documents, the terms of the Contract shall prevail over contrary terms and conditions contained in the other Contract Documents and the terms and conditions contained in the Town's invitation for bid/request for proposal shall prevail over contrary terms and conditions contained in the Contractor's bid/proposal and letter.

**COUNTERPARTS:** This Contract may be executed in several counterparts. All counterparts collectively constitute one Contract that is binding on all of the parties to this Contract even though each of the signatory parties may have executed separate counterparts.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

By \_\_\_\_\_ (SEAL)  
President/Vice President

ATTEST:

\_\_\_\_\_  
Secretary

TOWN OF VINTON

By \_\_\_\_\_  
Mayor/Town Manager

ATTEST:

By \_\_\_\_\_  
Town Clerk

### BID PRICING SCHEDULE

Site 1: Municipal Building	\$ <u>17,508.00</u> /year
Site 2: Public Works Building	\$ <u>3,948.00</u> /year
Site 3: Vinton War Memorial	\$ <u>8,592.00</u> /year
Site 4: Charles R. Hill Senior Center	\$ <u>3,996.00</u> /year
Site 5: Farmer's Market	\$ <u>3,336.00</u> /year
Site 6: Vinton Fire & EMS Building	\$ <u>4,248.00</u> /year
Additional carpet cleaning	\$ <u>.12</u> /sq. ft.
Additional strip & wax	\$ <u>.20</u> /sq. ft.
Rate for extra services	\$ <u>19.25</u> /hour
Premium percentage rate	See Summary of Charges %

**INDICATE START-UP TIME AFTER NOTIFICATION OF AWARD**

Site 1: Municipal Building	<u>30 days</u>
Site 2: Public Works Building	<u>30 days</u>
Site 3: Vinton War Memorial	<u>30 days</u>
Site 4: Charles R. Hill Senior Center	<u>30 days</u>
Site 5: Farmer's Market	<u>30 days</u>
Site 6: Vinton Fire & EMS Building	<u>30 days</u>

**INDICATE TOTAL NUMBER OF WORKERS AT EACH SITE**

Site 1: Municipal Building	<u>3</u>
Site 2: Public Works Building	<u>2</u>
Site 3: Vinton War Memorial	<u>2</u>
Site 4: Charles R. Hill Senior Center	<u>2</u>
Site 5: Farmer's Market	<u>2</u>
Site 6: Vinton Fire & EMS Building	<u>1</u>

## SUMMARY OF CHARGES

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FOR: TOWN OF VINTON, VIRGINIA  
 Bid Number: TOVTM-13-1- Janitorial Services

DATE: MARCH 15, 2013  
*Revised May 7, 2013*

A. JANITORIAL SERVICE

Calculations are based upon the Contractor providing all labor, supervision, management, equipment, cleaning supplies, and small tools, as well as related taxes and insurance required to perform the services and schedules outlined herein.

Expendable restroom supplies, such as toilet tissue, hand towels, hand soap, and plastic liners for restroom and trash receptacles, will be provided by the Customer or by REDLEE/SCS based upon the selection of the Customer.

Based upon the work schedule, excluding observed holidays, the monthly charges will be as follows:

**Site 1: Municipal Building**

**Janitorial Services, Restroom Supplies and Plastic Liners:**

- Janitorial Service  
 15,941 Sq. Ft. X \$.0797 Per Sq. Ft. = \$1,271.00 Per Month
- Soap and Plastic Liners  
 15,941 Sq. Ft. X \$.0118 Per Sq. Ft. = \$ 188.00 Per Month

**Total**                      \$.0915 Per Sq. Ft.      \$1,459.00 Per Month

**Site 2: Public Works Building**

**Janitorial Services, Restroom Supplies and Plastic Liners:**

- Janitorial Service  
 2,784 Sq. Ft. X \$.1035 Per Sq. Ft. = \$ 288.00 Per Month
- Soap and Plastic Liners  
 2,784 Sq. Ft. X \$.0147 Per Sq. Ft. = \$ 41.00 Per Month

**Total**                      \$.1182 Per Sq. Ft.      \$ 329.00 Per Month

**Site 3: Vinton War Memorial**

**Janitorial Services, Restroom Supplies and Plastic Liners:**

- Janitorial Service  
 9,281 Sq. Ft. X \$.0624 Per Sq. Ft. = \$ 579.00 Per Month
- Soap and Plastic Liners  
 9,281 Sq. Ft. X \$.0147 Per Sq. Ft. = \$ 137.00 Per Month

**Total**                      \$.0771 Per Sq. Ft.      \$ 716.00 Per Month

A. JANITORIAL SERVICE (continued)Site 4: Charles R. Hill Senior Center**Janitorial Services, Restroom Supplies and Plastic Liners:**

• Janitorial Service		
	5,295 Sq. Ft. X \$.0487 Per Sq. Ft. =	\$ 258.00 Per Month
• Soap and Plastic Liners		
	5,295 Sq. Ft. X \$.0141 Per Sq. Ft. =	\$ <u>75.00</u> Per Month
<b>Total</b>	<b>\$.0628 Per Sq. Ft.</b>	<b>\$ 333.00 Per Month</b>

Site 5: Farmer's Market**Janitorial Services only:**

1,312 Sq. Ft. X \$.02118 Per Sq. Ft. = \$ 278.00 Per Month

Site 6: Vinton Fire & EMS Building**Janitorial Services, Restroom Supplies and Plastic Liners:**

• Janitorial Service		
	6,088 Sq. Ft. X \$.0463 Per Sq. Ft. =	\$ 282.00 Per Month
• Soap and Plastic Liners		
	6,088 Sq. Ft. X \$.0118 Per Sq. Ft. =	\$ <u>72.00</u> Per Month
<b>Total</b>	<b>\$.0581 Per Sq. Ft.</b>	<b>\$ 354.00 Per Month</b>

*(Applicable sales tax will be added to all invoices.)*

*All cleaning will be performed with JohnsonDiversey Healthy High Performance Cleaning Procedures and Supplies. Building will be "Green Guard" certified for indoor air quality within thirty (30) days. Our in-house LEED AP will be available to assist with LEED certification.*

B. EMERGENCY LABOR

1. Regular Working Hours	\$19.25 per man hour
2. After Hours, Week-ends and Holidays Cleaning	\$28.90 per man hour
3. Supervisor (Anytime)	\$30.00 per man hour

NOTE: *Minimum charge of 4 hours, per person, per call.*

C. CARPET CLEANING

Carpet cleaning not outlined in the Janitorial Specifications Section of this bid, will be provided as an additional service at the following prices:

1. Extraction Method	\$ .12 Per Sq. Ft.
2. Whittaker Method	\$ .10 Per Sq. Ft.

NOTE: *Minimum charge of \$100.00 per call*

D. SQUARE FOOTAGE ADJUSTMENT RATES

The Contractor's billing is based on the cleanable square footage cleaned each month. "Cleanable square footage" is a combination of "occupied tenant space" and "public areas", including lobbies, hallways, vending areas, restrooms, stairwells/landings, etc.

**The Building Office will be responsible for notifying REDLEE/SCS of any additions/deletions in cleanable square footage as they occur.**

In the event the Building Office/Owner makes an error in calculation of square footage, the Contractor will make corresponding billing adjustments on the next scheduled billing date. However, no billing adjustments will be made for deleted square footage for more than 30 days retroactively from the date of notification.

E. WINDOW/GLASS CLEANING SERVICE

Not included other than as listed in "Janitorial Specifications" section.

F. RESTROOM SUPPLIES AND PLASTIC LINERS

The following applies when these products are provided by the CONTRACTOR and the cost is included in the monthly square footage or flat rate charge.

1. Should the volume and/or cost of these items increase by more than 5% over the established cost, the Customer agrees to permit the Contractor to increase the monthly charge to cover such an increase. A summary analysis will be prepared to track the actual usage and cost. This information will be submitted with any request for an increase.
2. On the final day of service, the Contractor will refill all appropriate dispensers with products. Any and all surplus products on hand belongs to the Contractor and will be removed from the site.

OR

Upon request, the Contractor will provide these items for the Building and rebill them each month. The prices quoted in REDLEE/SCS' current Paper and Plastic List are very competitive. Paper prices are guaranteed by "supplying" paper mills, usually for the calendar year. Plastic Bags and Liners quoted prices are normally good for only 3 to 6 months due to the fluctuation in petroleum prices.

G. MINIMUM WAGE ESCALATION

Prices quoted herein are based on 2009 Federal Minimum Wage rates. As additional wage increases are imposed on the Contractor due to current legislation or additional changes in city, state and/or federal regulations, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs.

H. HOLIDAYS

The Contractor's employees normally observe the following holidays:

New Year's Day	Fourth of July	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

I. HOURS OF SERVICE

Working hours to be determined by the Customer.

J. PRICE DETERMINATION

The price(s) quoted herein are based on "cash, equivalent" payment(s) (cash, check, money order, wire transfer or direct deposit) within in thirty (30) days of invoice date, unless otherwise stipulated in Item A of the Summary of Charges.

K. INVOICING AND PAYMENT

The Contractor makes a sincere effort to maintain a first-rate credit rating with suppliers, banks, employees and customers in order to receive favorable pricing commitments. This enables us to maintain a competitive edge in our pricing to customers.

Monthly "service" invoices are issued by the 5<sup>th</sup> working day for the current month, with payment due by the end of that month. "Service Charges" may be assessed on late payments.

Square footage changes and adjustments occurring after the billing date are "adjusted" on the following month's invoice.

L. AGREEMENT TERM AND TERMINATION

1. It is agreed that this Agreement shall have no term length and may be terminated by either party giving a THIRTY (30) day Written Notice to the other sent "Certified Mail, Return Receipt Requested".
2. The parties to this Agreement understand, acknowledge and agree that REDLEE/SCS is required to incur substantial expenses in staffing, acquiring materials and supplies and securing equipment necessary and specific to the job contemplated herein, and that, if this Agreement is terminated for any reason without the required thirty days written notice, it will be difficult to determine the exact amount of damages sustained by REDLEE/SCS and as a result, agree that, in the event that this Agreement is terminated without thirty days prior written notice, for any reason, the Customer shall pay to REDLEE/SCS an amount equal to the gross

L. AGREEMENT TERM AND TERMINATION (continued)

billing by REDLEE/SCS for services to the Customer under the terms of this Agreement, for the month immediately preceding the date of termination of this Agreement, as Liquidated Damages.

3. This document, entitled "A Janitorial Program", including all attachments thereto, is an integral part of the Agreement and is hereinafter incorporated for all purposes as a part of the Agreement.
4. The Agreement and attachments contains all understandings and confirms all promise and stipulations, and may not be modified or amended in any way unless in writing and signed by the parties hereto or their authorized agents.
5. By signing the Agreement, the Property Manager, acknowledges and represents that he is either the Owner of, or authorized agent for the Owner of, the Subject Property, acting within the scope of his authority in the negotiation and execution of this Agreement.

M. INSURANCE

REDLEE/SCS maintains Commercial General Liability insurance in the general aggregate amount of \$2,000,000 with an excess liability umbrella in the amount of \$1,000,000, and Workers' Compensation and Employers' Liability Insurance with statutory limits of \$500,000/500,000/500,000. Certificates of insurance are provided upon request.

N. REDLEE/SCS EMPLOYEES

Customer and its authorized representatives agrees not to hire, or enter into a janitorial service agreement with any REDLEE/SCS employees, or third parties associated with REDLEE/SCS in the performance of the services covered by this Agreement, for a minimum of ninety (90) days after the employees' or third parties termination from REDLEE/SCS' employment, or for a minimum of ninety (90) days after termination of this Agreement, without the expressed written consent of REDLEE/SCS.

O. POLYGRAPH EXAMINATIONS

REDLEE/SCS may, within existing Federal and State guidelines, cause any or all of its workers working in this facility to submit to a polygraph examination upon written request from the customer. Such polygraph examinations shall be conducted by a qualified polygraph examiner, to be selected by REDLEE/SCS and acceptable to the customer. REDLEE/SCS will arrange for the polygraph examination. A REDLEE/SCS Management Representative will accompany the individuals to be polygraphed to the selected polygraph examiner's office or selected location and will remain there until the examinations are completed. The results of each polygraph, covering the event in question, shall be shared with the customer.

O. POLYGRAPH EXAMINATIONS (continued)

The cost of the polygraph examination shall be administered as follows:

- a. Positive Results (indicates guilt) – The Contractor shall pay all costs, plus make restitution to the Customer or Tenant.
- b. Negative Results (indicates no guilt) – The Customer and/or Tenant shall pay all costs.
- c. Inconclusive Results – The Customer may elect to have additional examinations administered, in which case #1 and #2 above would apply; or, the Customer and the Contractor may negotiate an agreeable settlement or share the cost equally.

P. SLIP AND FALL AND OTHER EMERGENCY INCIDENTS

Customer is requested to provide REDLEE/SCS complete detailed information, including “facility or third party incident reports” within 48 hours of such incidents.

## ATTACHMENT A – BUILDING SITES AND SPECIFICATIONS

### SITE 1:

Municipal Building  
311 South Pollard Street  
Vinton, VA

Total sq. ft. 15,941  
# Restrooms 8

### SITE 5:

Farmer's Market  
209 West Lee Avenue  
Vinton, VA

Total sq. ft.  
# Restrooms 2

### SITE 2:

Public Works Facility  
804 South Third Street  
Vinton, VA

Total sq. ft. 2,784  
# Restrooms 2

### SITE 6:

Vinton Fire & EMS Building  
120 West Jackson Avenue  
Vinton, VA

Total sq. ft. 6,088  
# Restrooms

### SITE 3:

Vinton War Memorial  
814 East Washington Avenue  
Vinton, VA

Total sq. ft. 9,281  
# Restrooms 3

### SITE 4:

Charles R. Hill Senior Center  
820 East Washington Avenue  
Vinton, VA

Total sq. ft. 5,295  
# Restrooms 2

**ATTACHMENT B – TASKS AND FREQUENCIES  
SITE 1: MUNICIPAL BUILDING**

TASKS	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
Waste collection and removal – interior	X					
Empty exterior ashtrays			X			
Clean & sanitize bathrooms/scrub floors/replenish supplies	X					
Clean kitchen area/scrub floors	X					
Vacuum entrance rugs and dust or damp mop corridors	X					
Vacuum corridors and office spaces/spot clean carpet	X					
Stairways/landings swept and damp mopped	X					
Strip and Refinish VCT/tile areas/stairways/landings				X		
Shampoo carpets					X	
Dust blinds, sills, sashes, jambs, etc.		X				
Clean glass doors/mirrors	X					
Clean windows				X		
Clean hardware		X				
Dust furniture/cabinets/woodwork		X				
Vacuum upholstery/cloth furniture				X		
Polish/sanitize metal surfaces – water fountains, switch plates, etc.		X				
Clean entranceways of cobwebs/debris/etc.		X				
Change light bulbs/tubes	AR					
Dust & Clean light fixtures				X		
Clean walls, wood doors & frames			X			
Telephones, video screens		Bi- Weekly				
Damp mop floor protectors in offices		Bi-Weekly				
Vents & lights					X	
Remove graffiti	AR					
Maintain janitorial closet	X					
Mop sweep lobby/planning department floor		X				

\*AR means **As Requested**

## SITE 2: Public Works Facility

TASKS	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
Waste collection and removal – interior	X					
Empty exterior ashtrays			X			
Clean & sanitize bathrooms/scrub floors/replenish supplies	X					
Clean kitchen area/scrub floors	X					
Vacuum entrance rugs and dust or damp mop corridors	X					
Vacuum corridors and office spaces/spot clean carpet	X					
Damp mop Lunch Room floor	X					
Spray buff Lunch Room floor			X			
Strip and refinish VCT/tile areas/stairways/landings					X	
Shampoo carpets						X
Dust blinds, sills, sashes, jambs, etc.		X				
Clean glass doors/mirrors		X				
Clean windows					X	
Clean hardware		X				
Dust furniture/cabinets/woodwork	X					
Vacuum upholstery/cloth furniture		X				
Clean/polish/sanitize metal surfaces – water fountains, switch plates, etc.		X				
Clean entranceways of cobwebs/debris/etc.	X					
Change light bulbs/tubes	AR					
Dust & Clean light fixtures				X		
Clean walls, wood doors & frames		X				
Telephones, video screens		X				
Damp mop floor protectors in offices		X				
Vents & lights				X		
Remove graffiti	AR					
Maintain janitorial closet	X					

\*AR means **As Requested**

### SITE 3: VINTON WAR MEMORIAL

TASKS	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
Waste collection and removal – interior	AR					
Empty exterior ashtrays	AR					
Clean & sanitize bathrooms/scrub floors/replenish supplies	AR					
Clean kitchen area/scrub floors	AR					
Vacuum entrance rugs and dust or damp mop corridors	AR					
Vacuum corridors and office spaces/spot clean carpet	AR					
Stairways/landings swept and damp mopped	AR					
Strip and Refinish VCT/tile areas/stairways/landings				X		
Shampoo carpets						X
Dust blinds, sills, sashes, jambs, etc.	AR					
Clean glass doors/mirrors	AR					
Clean windows	AR					
Clean hardware	AR					
Dust furniture/cabinets/woodwork	AR					
Vacuum upholstery/cloth furniture	AR					
Clean/polish/sanitize metal surfaces – water fountains, switch plates, etc.	AR					
Clean entranceways of cobwebs/debris/etc.	AR					
Change light bulbs/tubes	N/A					
Dust & Clean light fixtures	AR					
Clean walls, wood doors & frames	AR					
Telephones, video screens				X		
Damp mop floor protectors in offices	AR					
Vents & lights	AR					
Remove graffiti	AR					
Maintain janitorial closet		X				
Buff hardwood floors				X		

\*AR means **AS Requested**

\*\*This facility will have multiple events taking place at various times and flexibility is required. Cleaning will be done before specified events. The Vinton War Memorial will work with the Contractor to provide a bi-weekly or monthly schedule of events and cleaning expectations.

**SITE 4: CHARLES R. HILL SENIOR CENTER**

TASKS	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
Waste collection and removal – interior		Semi-weekly				
Empty exterior ashtrays		X				
Clean & sanitize bathrooms/scrub floors/replenish supplies		Semi-weekly				
Clean kitchen area/scrub floors		Semi-weekly				
Vacuum entrance rugs and dust or damp mop corridors		Semi-weekly				
Vacuum corridors and office spaces/spot clean carpet		X				
Stairways/landings swept and damp mopped		Semi-weekly				
Strip and Refinish VCT/tile areas/stairways/landings	AR					
Shampoo carpets						X
Dust blinds, sills, sashes, jambs, etc.		X				
Clean glass doors/mirrors		Semi-weekly				
Clean windows				X		
Clean hardware		X				
Dust furniture/cabinets/woodwork		Semi-weekly				
Vacuum upholstery/cloth furniture			X			
Clean/polish/sanitize metal surfaces – water fountains, switch plates, etc.		X				
Clean entranceways of cobwebs/debris/etc.		X				
Change light bulbs/tubes	AR					
Dust & Clean light fixtures			X			
Clean walls, wood doors & frames			X			
Telephones, video screens	N/A					
Damp mop floor protectors in offices			X			
Vents & lights			X			
Remove graffiti	AR					
Maintain janitorial closet		Semi-weekly				

\*AR means **AS Requested**

\*\*The Contractor will work with the Director of Special Programs to determine a cleaning time and schedule for the Center

**SITE 5: VINTON FARMER'S MARKET**

TASK	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
Waste collection and removal - interior		X				
Empty exterior ashtrays	N/A					
Clean & sanitize bathrooms/scrub floors/replenish supplies		X				
Sweep or blow debris from canopy floor and remove debris		X				
Wash down Canopy floor			X			
Stage area/landings swept			X			
Change light bulbs/tubes	AR					
Remove graffiti	AR					
Maintain janitorial closet		X				

\*AR means **As Requested**

\*\*Services will only be needed for the months of April through October. The Town will maintain the restroom supplies during festivals and special events.

\*\*\*The Contractor will be given a schedule of events for the Farmer's Market

**SITE 6: VINTON FIRE & EMS BUILDING**

TASKS	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
Waste collection and removal –interior	N/A					
Empty exterior ashtrays	N/A					
Clean & sanitize bathrooms/scrub floors/replenish supplies	N/A					
Clean kitchen area/scrub floors	N/A					
Vacuum entrance rugs and dust or damp mop corridors	N/A					
Vacuum corridors and office spaces/spot clean carpet	N/A					
Strip and wax VCT/tile areas/stairways/landings					X	
Buff VCT/tile areas/stairways/landings					X	
Shampoo carpets	N/A					
Dust blinds, sills, sashes, jambs, etc.	N/A					
Clean glass doors/mirrors	N/A					
Clean windows	N/A					
Clean hardware	N/A					
Dust furniture/cabinets/woodwork	N/A					
Vacuum upholstery/cloth furniture	N/A					
Polish/sanitize metal surfaces – water fountains, switch plates, etc.	N/A					
Clean entranceways of cobwebs/debris/etc.	N/A					
Change light bulbs/tubes	N/A					
Dust & Clean light fixtures	N/A					
Walls, wood doors & frames	N/A					
Telephones, video screens	N/A					
Damp mop floor protectors in offices	N/A					
Vents & lights	N/A					
Remove graffiti	N/A					
Maintain janitorial closet	N/A					

\*AR means As Requested

## ATTACHMENT C - GENERAL TERMS AND CONDITIONS

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

In every contract over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this contract, the Contractor agrees as follows:
    - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
    - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
  - B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers the Town of Vinton and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vinton and the Commonwealth of Virginia under said contract.
  3. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
  4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Town of Vinton.
  5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:
    - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
    - B. The Town of Vinton may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such

order and shall give the Town of Vinton a credit for any savings. Said compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Town of Vinton's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- 3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Town of Vinton with all vouchers and records of expenses incurred and savings realized. The Town of Vinton shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Vinton within thirty (30) days from the date of receipt of the written order from the Town of Vinton. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, by arbitration. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Town of Vinton or with the performance of the contract generally.

6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Vinton, 311 South Pollard Street, Vinton, Virginia 24179-2531, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Town Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Town Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
7. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Town.
8. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Vinton, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Town of Vinton may have.
10. **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against

employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **EO/AA STATEMENT:** The Town of Vinton, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.
12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
13. **FACSIMILE PROPOSALS:** Facsimile **unsealed** proposals received in the Town of Vinton prior to the time and date designated for bid submission will be accepted. For **sealed** proposal programs, an Offeror may fax a proposal to a **non-Town of Vinton** third party, who in turn must deliver it to the Town Manager's office in a sealed envelope before the proposal due date and time.
14. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
15. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Town of Vinton and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town of Vinton or failure of the Town of Vinton to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
16. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Town of Vinton Town Manager, 311 South Pollard Street, Vinton, Virginia 24179-2531, by the designated date and hour. Proposals received in the Town of Vinton Town Manager's office after the date and hour designated are automatically disqualified and will not be considered. The Town of Vinton is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its proposal reaches the Town of Vinton Town Manager's Office by the designated date and hour
17. **PAYMENT:**
  - A. **TO PRIME CONTRACTOR:**
    - 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Vinton or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

**B. TO SUBCONTRACTORS:**

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

18. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 12, 14, 17, 18 and 27 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
19. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Information Board located in the lobby of the Town of Vinton Municipal Building, 311 South Pollard Street, Vinton, Virginia. Award information may also be obtained by contacting the Town.
20. **QUALIFICATIONS OF OFFERORS:** The Town of Vinton may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the Town of Vinton all such information and data for this purpose as may be requested. The Town of Vinton reserves the right to inspect Offerors physical facilities prior to award to satisfy questions regarding the Offerors capabilities. The Town of Vinton further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Town of Vinton that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

21. **SUPREMACY CLAUSE:** Notwithstanding any provision in the Offerors response to the contrary, the Offeror agrees that the terms and conditions contained in Town of Vinton 's proposal prevail over contrary terms and conditions contained in the Offerors response.
22. **TAXES:** Sales to the Town of Vinton and the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST -12, will be issued upon request. Deliveries against the contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
23. **TESTING AND INSPECTION:** The Town of Vinton reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
24. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price(s) offered are for FOB Destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
25. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vinton in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable The Town of Vinton to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a sealed proposal only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.
26. **VENDOR'S MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available from the Division of Purchases and Supply in Richmond, VA [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps)
27. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
28. **LEAD:** The contractor is contracted by the Town to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The contractor will be informed by Project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the contractor is assigned. The contractor shall provide all training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The contractor may not perform de-leading or lead abatement unless the contractor holds a valid Virginia Lead

Contractor License and has been specifically retained to perform this work as a part of the contract. Prior to commencement of this work the contractor shall submit to the project coordinator/manager, for review and approval, all his written work practices, precautions, procedures, and engineering controls to be used during work that may disturb any lead-containing materials.

**ATTACHMENT D - SPECIAL TERMS AND CONDITIONS**

- 1. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Town and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall inform all employees that the suspect material is not to be disturbed, and shall vacate and secure the area until identification has been made if suspect debris is present. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed.
- 2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Town of Vinton, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Town of Vinton shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. **CANCELLATION OF CONTRACT:** The Town of Vinton reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by Offeror within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the Offeror is required under Title 54.1, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy five hundred dollars (\$7,500) or more (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) but less than seventy thousand dollars (\$70,000), the Offeror is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Offeror is required to be licensed as a "CLASS C CONTRACTOR". The Offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over their signature whichever of the following notations is appropriate, inserting their contract or license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

Licensed Class C Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

If the Offeror shall fail to provide this information on their proposal or on the envelope containing the proposal and shall fail to promptly provide said Contractor license number to Town of Vinton in writing when requested to do so before or after the opening of proposals, they shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950), as amended, and their proposal will not be considered. If an Offeror shall fail to obtain the required license prior to submission of their proposal, the proposal shall not be considered.

- 6. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representatives that the work is in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

7. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of the Town of Vinton, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments that shall bind the Town, or to otherwise act on behalf of the Town, except as the Town may expressly authorize in writing.

8. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Town of Vinton.

9. **CERTIFICATE OF INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Town of Vinton reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

A. Worker's Compensation - Statutory requirements and benefits.

B. Employers Liability - \$100,000.00

C. General Liability - \$500,000.00 combined single limit.

The Town of Vinton and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless the Town of Vinton, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless the Town of Vinton, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

10. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUB-CONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the State Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Town Manager's office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

11. **SAFETY:** All contractors working in the Town of Vinton must maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. The Virginia Occupational Health Act (VOSHA) provides for safety and health protection for employees on the job. The contractor is required to comply with the VOSHA standards. No work under this contract will be permitted until the Town of Vinton is assured that the contractor has an adequate safety program in effect.

12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Town of Vinton. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Town of Vinton the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

13. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by the Town, the Town Manager will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the Town of Vinton does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the Town of Vinton and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
  
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT E - PROPOSED TOWN FURNISHED SUPPLIES**

TOILET PAPER

TOILET SEAT COVERS

HAND SOAP

PAPER TOWELS

TRASH CAN LINERS – SMALL, LARGE

LIGHT BULBS, FLOURECENT, INCANDESCENT, FLOOD AND SECURITY

DUST MOPS AND HANDLES

WET MOPS AND HANDLES

CHEMICAL FOR CLEANING THE FLOORS AT THE VINTON WAR MEMORIAL

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, MAY 21, 2013, AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS,** the Town Manager's office solicited Information for Bids to qualified vendors to provide janitorial services to the Town facilities consisting of the Municipal Building, Public Works Building, War Memorial, Charles R. Hill Senior Center, Farmer's Market and Fire & EMS Building; and

**WHEREAS,** five bids were received for the services and the lowest bidder was Redlee/SCS, Inc. at a price of \$41,628 including cleaning supplies plus an additional amount for per use cleaning fees for the War Memorial for a total of \$49,000; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby grant a contract to Redlee/SCS, Inc. of Roanoke, Virginia; and

**BE IT FURTHER RESOLVED** that the Vinton Town Council does hereby authorize the Town Manager to execute the contract for the services and any other necessary documents which shall be in a form approved by the Town Attorney.

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**

May 21, 2013

### **Department**

Volunteer Fire Department

### **Issue**

Briefing on purchase of new brush truck for the Vinton Volunteer Fire Department.

### **Summary**

The Vinton Volunteer Fire Department has moved forward with plans to replace the Brush Truck. This apparatus is the pickup truck used for brush and forest fires and is being replaced with a 2013 Chevy 3500 HD. The current truck is a 1986 Chevy and has exceeded its useful life. The Volunteers have purchased the truck with their own funds, at no cost to the Town of Vinton. This is approximately \$30,000. A proposal was brought before the Public Safety Committee on March 29<sup>th</sup>. The committee recommended the Fire Department develop a final proposal for the remaining requirements to have the truck up fitted with the needed equipment and present that to the Town Manager.

The proposal is to complete the truck through work performed by Blue Ridge Rescue Suppliers out of Montvale, VA. The proposal includes all lighting, equipment, etc. needed to make the truck ready for service and perform the task needed far into the future. As proposed, the Fire Department is requesting \$9,837. This money will be funded through the Town's Virginia Department of Fire Programs Grant, in which the town receives approximately \$20,000 per year for equipment replacement and purchasing of new equipment. There is approximately \$15,000 left in the account for the current year. This will leave a fund balance of approximately \$5,100 for FY 2013.

### **Attachments**

Proposal by Blue Ridge Rescue Suppliers

### **Recommendations**

No action needed. Purchasing of equipment and installation handled administratively.



# BLUE RIDGE RESCUE SUPPLIERS



1273 COLONIAL FORT DR.  
MONTVALE, VIRGINIA 24122  
866-411-9745, 540-947-5701, FAX (540) 947-5700

April 26, 2013  
Attn: Craig Sheets  
Vinton F.D.  
[csheets232@gmail.com](mailto:csheets232@gmail.com)  
[vfdred@alo.com](mailto:vfdred@alo.com)

Blue Ridge Rescue Suppliers is pleased to submit a quotation on the items and quantities listed below.  
If you have any questions or require any further information please contact us at the number above.

**Remove Skid unit from current brush truck and install on a 2012 Chevy 3500. Includes all items listed below:**

I13UF8	Interior Windshield bar w/take downs		\$640.00
HHS2200	Hand held siren and controller		\$383.00
VTX609R	Vertex red (head and tail lights)	4 @ \$86.75	\$347.00
RSR03ZCR	TIR3 red (rear cab door windows)	2 @ \$63.25	\$126.50
RBKT1	TIR3 mounting brackets	2 @ \$7.25	\$14.50
IONSMR	Ion red lights (side of grill guard)	2 @ \$115.50	\$231.00
MPPB	Micro Pioneer Swivel (rear cab area)	2 @ \$369.00	\$738.00
MPR15B	Micro Pioneer Recess (rear compartment)	2 @ \$268.00	\$536.00
AY9220-42	Luma Bar (compartments / pump panel)	3 @ \$120.00	\$360.00
P46HHS	Hand Held Spotlight		\$299.75
SA315P	Siren Speaker		\$225.00
SAK24	Siren speaker mounting bracket		\$25.00
40R02ZCR	400 series LED red (cast products mount)	2 @ \$88.00	\$176.00
Tail Gate Chevron Stripping			\$400.00
37606	Warn off road light kit		\$410.00
90340	Warn ZEON 10 portable winch 10,000 lb. steel cable		\$975.00

Remove and install skid unit on new truck		
Fabricate hinged mesh cover over pump area		
Shop Supplies		\$500.00
Labor for all items above	46 hours @ \$75 .00	\$3,450.00
Work to be performed at BRRS Montvale facility		
Total all items above		\$9,836.75

cc: Mike Durham  
Mark Munson

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Thank you for the opportunity