

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

**Council in the Neighborhood Meeting  
Vinton Masonic Lodge  
1017 East Washington Avenue  
Tuesday, June 18, 2013**

### AGENDA

Consideration of:

- A. 6:30 p.m. - CONDUCT NEIGHBORHOOD MEETING**
- B. 7:15 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- C. MOMENT OF SILENCE**
- D. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- E. CONSENT AGENDA**
  - 1. Consider approval of minutes for regular meeting on June 4, 2013.
- F. AWARDS, RECOGNITIONS, PRESENTATIONS**
  - 1. Officer of the Month for May 2013 - Sergeant Todd Bailey
- G. CITIZENS' COMMENTS AND PETITIONS** - This section is reserved for comments and questions for issues not listed on the agenda.
- H. PUBLIC HEARING**
  - 1. Consideration of public comments on petition of Karen Sloan for a Special Use Permit (SUP) to operate a hair salon at 1031 Almond Drive, Tax Map Number 61.17-03-34, zoned R-1 Residential District.
    - a. Report from Staff
    - b. Open Public Hearing
      - Receive public comments
      - Close Public Hearing
    - c. Council discussion and questions
    - d. Adoption of Ordinance

**I. TOWN ATTORNEY**

**J. TOWN MANAGER**

**ITEMS REQUIRING ACTION**

1. Consider adoption of a Resolution authorizing the issuance of General Obligation Bonds in an aggregate principal amount not to exceed \$4,240,000, and providing for the form, details and payment of the bonds and the refunding of certain prior bonds and authorizing certain related actions.
2. Consider adoption of a Resolution authorizing the Mayor and/or the Town Manager to execute a Lease Purchase Agreement, between the Roanoke Valley Society for the Prevention of Cruelty to Animals, Inc., a Virginia corporation, and the City of Roanoke, the Town of Vinton, the County of Roanoke and the County of Botetourt to purchase the current pound property for operation of the pound by the Localities.
3. Consider adoption of a Resolution awarding a bid, authorizing the Town Manager to execute a contract with Sawyer Paving in the amount of \$228,977.18 for street resurfacing and authorizing the transfer of funds.
4. Consider adoption of a Resolution appropriating \$29,527.25 to the Virginia E-911 Services Board for reimbursement for overpayment of wireless board funds to the Vinton 911 Center during fiscal years 2008 and 2009.

**K. MAYOR**

**L. COUNCIL**

**M. ADJOURNMENT**

**N. WORK SESSION**

1. Briefing on new catering policy for the War Memorial

**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.

- July 2, 2013 – 7:00 p.m. – Regular Council meeting – Council Chambers



## **Town Council Agenda Summary**

### **Meeting Date**

June 18, 2013

### **Department**

Town Clerk

### **Issue**

Consider approval of minutes for the regular Council meeting of June 4, 2013.

### **Summary**

None

### **Attachments**

June 4, 2013 minutes

### **Recommendations**

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, JUNE 4, 2013, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

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

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Town Clerk  
Elizabeth Dillon, Town Attorney  
Ryan Spitzer, Assistant to the Town Manager  
Gary Woodson, Public Works Director  
Barry Thompson, Finance Director/Treasurer  
Anita McMillan, Planning & Zoning Director  
Karla Turman, Assoc. Planner/Code Enforcement Ofcr.  
Joey Hiner, Assistant Public Works Director  
Brandon Gann, Summer Intern

**The Mayor called the work session to order at 6:00 p.m.** The first item related to a briefing on a petition of Karen Sloan for a Special Use Permit (SUP) to operate a hair salon at 1031 Almond Drive, Tax Map Number 61.17-03-34, zoned R-1 Residential District.

Karla Turman, Associate Planner/Code Enforcement Officer commented that Ms. Sloan has applied for a Special Use Permit to be allowed to operate a hair salon from her residence. There will be only one salon station and she would have no more than two customers at a time. There is ample parking for the business. She will have to go through the building permit process to install plumbing for the business.

The Planning Commission will have their Public Hearing on June 13<sup>th</sup> and Council will hold their Public Hearing on June 18<sup>th</sup>. In response to a question about notifying the adjacent property owners, Ms. Turman commented that the Planning Department notified those parties last week and has received no comments.

**The next item was a briefing on the General Obligation Bonds financing options.** Courtney Rogers of Davenport & Company commented that an application was submitted to the Virginia Resources Authority (VRA) for 30-year loan. They are in the middle of their credit review process. We also sent RFPs out to other financial institutions as well as to VML/VaCO asking for a 20-year and 30-year rate plus rates to refund the 2004 and 2006 bond issues.

Based on the proposals received, we currently have bank bids that are locked in to June 27<sup>th</sup> or we can take our chances with VRA and go the market with them in late July or early August. We did not get a 30-year rate from a bank, but we did get some attractive 20-year rates.

Mr. Rogers commented that Davenport is not recommending refunding the 2006 bond issues due to the high amount of negative arbitrage compared to the amount of net present value savings. The 2004 bond issues will have some savings.

Capital One Public Funding offered the lowest 20-year rate at 2.85% with the debt service being approximately \$160,000 annually over the first five years. This takes into account the five-year lease and then the amount will drop to \$120,000 annually. In comparison to a 30-year loan, the 20-year loan will cost approximately \$20,000 more a year to pay if off quicker. Vice Mayor Nance asked if the proposed rate increase will cover the additional cost and the response was yes. Mr. Rogers indicated that they are recommending going with Capital One for the new money.

For the refinancing of the Series 2004 bonds, Carter Bank had the best rate of 2.05% with no closing costs. BB&T offered a lower rate but had \$3,500 in closing costs. This will result in 7% savings on the 2004 VML/VaCO Bond and 6% on the 2004 VRA Bond. Bids were also received from SunTrust. Vice Mayor Nance asked about the difference of the 2.85% bid from Capital One and the 2.24% bid from SunTrust. The response was that SunTrust was not willing to lock the rate for the full 20-year term, only for 10 years. After additional comments, Council gave a consensus to proceed with Capital One and Carter Bank for the new money and the refinancing.

Consensus of Council to proceed with Capital One for the General Obligation Bonds and with Carter Bank for the refinancing of the 2004 bond issues

**The next item was a review of final changes to the proposed FY2013-2014 budget.** The Town Manager commented that at the May 21<sup>st</sup> Public Hearing, Vice Mayor Nance and Mr. Hare requested information on how the budget could be balanced without the increase in the cigarette tax.

The Finance Committee met on May 29<sup>th</sup> and reviewed what the potential surplus will be at the end of this fiscal year. The goals that can be accomplished are a cost of living increase of 1.5% for employees, fully funding the 3<sup>rd</sup> Street satellite dumpster location and additional funding for computer replacements of \$10,000. The computer replacements are necessary due to the fact that we have approximately 27 computers that are not upgradeable. All departments have some funding for computer replacements, but we still need funding for 15.

The forecasted amount of the year end surplus is \$125,000 in salaries, \$10,000 in planning, \$5,000 in snow removal overtime and \$5,000 in Fire/EMS overtime. This totals \$145,000. With an adjustment for revenues, we expect the surplus to be approximately \$125,000.

**Mr. Hare arrived at 6:36 p.m.**

The CIP list was reprioritized to eliminate the fire house painting, fire house flooring, the crew hall painting and the purchase of the Cityworks Asset Management software, for a total reduction of \$56,800. With the anticipated year end surplus of \$125,000, we could fund these projects. However, staff recommends that we fund only the core projects and then in the early part of 2014 review the budget and see where we are at that point. The Town Manager then expressed his concern that the CIP is a five-year plan and there are no forecasted revenues to accomplish years two through five without a new revenue source. Whether that is the cigarette tax increase or something else that is more supported in the future or service cuts to free up some additional money to pay for the capital items. Mr. Altice asked what was meant by service cuts and the response was we will have to make some decisions to free up money to invest in capital projects. Mr. Altice commented that we need to keep the services we have.

Vice Mayor Nance commented that the alternative budget is not a recommendation from the Finance Committee, but a budget that the Committee asked staff to come up with.

The Town Manager then commented that the \$35,000 for the Greenway is in the General Fund with a payment from the reserve account of the AEP money. The \$100,000 for the proposed generator is in the Utility Fund as a draw down from fund balance.

Vice Mayor Nance then summarized the new alternative budget. The CIP was approximately \$210,000 when you add in the computer replacements. If we use \$100,000 of savings from this year's surplus, the removal of the contingency fund and making that the 1.5% raise saves approximately \$35,000 and the use of the reserve funds for the Greenway of \$35,000. That totals \$170,000 and looking at the present budget, there would be approximately \$40,000 of the CIP not covered. That is with us hitting our targets but also with 100% employment that entire year. If we have the same flexibility that we had this year, we could take those savings and immediately start to address those other priorities on the CIP. The CIP is much longer and if we increase taxes we may be able to accomplish more on the list, but where we draw the line on

the list is a decision that has to be made.

Mr. Thompson commented that the alternative budget would also include increasing the re-appropriation from the fund balance of \$37,800.

The Mayor commented that his biggest concern about the alternative proposal is that it gets us through FY2014, but the original budget proposal puts us on the right path for several years. He feels that if we do not raise the taxes this year, it may be several years before it is considered again.

Mr. Adams commented that we are going to get by for FY2014, but what are we going to rely on for future years.

Vice Mayor Nance further commented that each year we could justify a tax increase to cover items on our CIP list. The bottom line is are we going to adjust revenues to the size of our government or adjust the size of the government to the revenues. He would prefer the latter. The Mayor commented that he thinks it should be adjusted based on the needs of the community.

**The meeting was recessed for a five-minute break at 6:55 p.m.**

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

Roll Call

**Mr. Adams made a motion that the consent agenda be approved as presented;** the motion was seconded by Mr. Hare and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) - None.

Approved minutes of the May 7, 2013 and May 21, 2013 Council meetings

**The next three items on the agenda were to consider** adoption of three ordinances relating to the FY2014 budget. The Town Manager commented that the operational part of the proposed budget provides quality, well-delivered services to the Town. The struggle of the budget is with the capital side and how do we have the necessary funds to replacement equipment, invest and maintain our buildings and our infrastructure and other projects related to the Greenways and our portion of the Walnut Avenue bridge replacement. We currently have a five-year Capital Improvement Plan that prioritizes projects. The proposed budget includes an 8.7% increase in the water and wastewater rates to pay

for \$2 million of capital projects and a cigarette tax increase of \$0.15 is also proposed. The total budget is \$11,335,247. There is a recommended budget and an alternative budget which was presented during the work session that does not include the cigarette tax increase.

The Town Manager then commented that we had the Public Hearings on the rate and tax increases at our May 21, 2013 meeting and received no public comments. He has spoken with several business owners regarding the cigarette tax increase and indicated to them that they could attend the Council meeting and voice their concerns.

**The Mayor opened the floor for any comments** regarding the water and wastewater rate increases and the cigarette tax increase. The following individuals made comments in opposition to the cigarette tax increase: Susan Hayth, 1816 Clay Street, SE, Roanoke; D. B. Patadia, 2835 Matthew Drive, Vinton; Jay Patel of 216 Minnie Bell Lane, Vinton; Shita Patel, 1325 East Washington Avenue, Vinton; Lisa Chambers, 218 Washington Avenue, Vinton; Teju Patadia, 2835 Matthew Drive, Vinton; and Ken Ingram of 5844 Saddleridge Road, SW, Roanoke. Mr. Patel also provided a 12-page petition signed by patrons indicating they were residents of Vinton and oppose the raising of the cigarette tax.

Mr. Hare commented that as he had stated over the past several months, he is not in favor of raising the cigarette tax. He feels this is a tax that singles out one group of people and he is concerned about what kind of impact it will have on our local economy. An alternative budget has been presented without the cigarette tax increase and he feels this is the better way.

Mr. Hare then gave an analogy comparing his home to the CIP for the town. He has a list of items that need repairing and he has to figure out how to do it with the money he has. When he wants to accomplish something on the list, he saves for it. We have shown in the last two years that we have the ability to realize savings in various areas of the budget and that the budget is just our best estimate of where we think we will be in a year. With the due diligence of our staff who continues to underspend the funds we give them, we have shown time and time again we can work with what we are given.

Vice Mayor Nance commented that he supported the original request for the cigarette tax because there was a very dark budget forecast at that point and it ended up

being a life preserver for the last few years. This year, he does not feel like we need the increase. Mr. Nance again reviewed the proposed alternative budget and commented that it will make the CIP list shorter without having the impact on the businesses and the citizens. He is supporting the water and wastewater rate increase because we have pipes in the ground that are 80 years old.

Mr. Nance commented that there are different approaches. He reiterated that you can fit your revenue to the size of your government or you can fit your government to the size of your revenue. He feels that the government's size should be dictated by how much money we bring in.

Mr. Nance further commented that every member of Council wants what is best for this town. However, if there are members of Council who agree with this tax increase proposal in this budget, they are not being unreasonable. They feel that it is necessary and their priorities are slightly different than mine. He is in agreement with 99.5% of the budget and if it passes as proposed he will support it.

Mr. Altice commented on the savings in salaries and the elimination of part-time help a few years ago. We worked to get the level of services up to a certain standard and he would not want to see us have to cut anything out. The only way he can assure that we do not cut anything is to increase the cigarette tax. That is why he supports it.

Mr. Adams commented that he has listened to both sides. Our staff has cut everything they can, but have been able to balance the budget and keep the level of services we expect. I want to make sure that we have the funds to provide these same services in the future. Like Mr. Altice, he does not want to see anything cut. He has to support the cigarette tax increase to make sure this town has the funds to do what it needs to do.

The Mayor said he supports the original proposal for the budget that does include the 8.7% increase in the water and wastewater fees as well as the cigarette tax. As far as the water and wastewater fees, we have infrastructure in the ground that is old and we have to do something about it.

In Virginia there are only a few sources of revenue that we have to support the entire town and the cigarette tax is one of them. When we look at our budget it is a very reasonable budget. If we do not have the proper

equipment and the revenue to maintain our town it becomes a very unattractive and unsafe place and the citizens are really going to suffer, suffer more than this tax. The cigarette tax puts on the right track for a revenue stream for several years whereas some of the other savings that have been mentioned are very legitimate, but they are more or less a one time savings. He has operated a small business for 37 years and appreciates how hard it is, but he also understands that the revenues have to be there to have our government function as it should.

Vice Mayor Nance commented that the alternative budget being suggested would not mean a cut in services to any individual in this town if we were to forego a tax increase this year.

**The next item on the agenda was to consider adoption** of an Ordinance revising the 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. Mr. Hare made a motion that the Ordinance be adopted as presented; the motion was seconded by Mr. Altice and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) - None.

**The next item on the agenda was to consider adoption** of an Ordinance increasing an excise tax on the sale of cigarettes from \$0.20 to \$0.35 on each package containing 25 or fewer cigarettes. Mr. Altice made a motion that the Ordinance be adopted as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 3-2; Yeas (3) – Adams, Altice, Grose; Nays (2) – Hare, Nance.

**The next item on the agenda was to consider adoption** of an Ordinance approving the Town of Vinton, Virginia budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014. Mr. Altice made a motion that the Ordinance be adopted as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 3-2; Yeas (3) – Adams, Altice, Grose; Nays (2) – Hare, Nance. Vice Mayor Nance commented that his “no” vote was only in respect to the tax increase. He now fully supports the decision made by Council.

Adopted Ordinance No. 937 revising the 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

Adopted Ordinance No. 938 increasing an excise tax on the sale of cigarettes from \$0.20 to \$0.35 on each package containing 25 or fewer cigarettes

Adopted Ordinance No. 939 approving the Town of Vinton, Virginia budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

**The next item on the agenda was to consider adoption** of a Resolution authorizing the Town Manager to execute an extension of services to our existing agreement for Business District Revitalization Planning Project (dated January 15, 2010) with Hill Studio to provide additional services for implementation of the Downtown Physical Improvement Plan through the awarded Community Development Block Grant.

Ryan Spitzer commented that this item is to secure the services of Hill Studio to be the primary architect and planner for the Downtown Grant project. They will contract with Gay & Neel to do the engineering work. The cost for the services of both will still fall within the budget that has been approved for the Grant. Mr. Spitzer further commented that this is an extension of services because the original RFP in 2010 included a provision to contract with Hill Studio to do the primary work on the project instead of having to bid it out again. Mr. Adams made a motion that the Resolution be approved as presented; the motion was seconded by Mr. Altice and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) - None.

**The Mayor commented on the Luau held at the pool** for our Vinton Volunteers and expressed thanks to the staff who was involved. He welcomed Mr. Altice back. The Mayor also reminded everyone of the June 11<sup>th</sup> and 25<sup>th</sup> Roanoke County Board of Supervisors meetings approving the CIP to include the new Vinton branch library.

**Mr. Hare gave a brief overview of the Financial Report** for April 2013. The Finance Committee reviewed the April financials and a preliminary draft of the May report. The information provided during the work session showed an end of year forecast where some savings might be. Vice Mayor Nance commented that the Committee felt very comfortable that the trend that we have seen before will continue and we will have at least \$100,000 in surplus.

Mr. Hare commented that the savings in salaries this fiscal year is not from part-time employees, it is from the Police Department. Mr. Altice indicated he was referring to the part-time employees that have been eliminated in prior budgets.

Mr. Hare then commented that this is the second year in a row that we will be adding back to the General Fund. For the month of April the General Fund revenues are at 106% and expenditures are at 91%. The Utility Fund is at 96%

Adopted Resolution No. 2020 authorizing the Town Manager to execute an extension of services to our existing agreement for Business District Revitalization Planning Project (dated January 15, 2010) with Hill Studio to provide additional services for implementation of the Downtown Physical Improvement Plan through the awarded Community Development Block Grant.

in revenues and expenditures are at 81%.

The Town Manager commented that in the future we will attach the summary sheet of the financial report to the agenda and put the entire financial reports on the website.

Mr. Thompson commented that at the end of May with the collection of taxes he was able to transfer \$700,000 to our money market account. Mr. Hare made a motion to accept the April 2013 financial report as presented; the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) - None.

Accepted the April 2013 financial report

**Comments from Council: Mr. Hare commented about** the professional way that Council handled the entire budget process. Vice Mayor Nance commented that it was good to have Mr. Altice back. Mr. Adams commented on the good job that Public Works is doing maintaining the weeds in the Midway and downtown areas of town. He also asked about the time frame for the new bridge at Walnut Avenue and the response was they should begin the work in late Summer or early Fall. Mr. Adams also commented on the Luau.

**Vice Mayor Nance made a motion that Council go** into a Closed Meeting pursuant to § 2.2-3711 A of the 1950 Code of Virginia, as amended, for discussion regarding appointments to boards and commissions as authorized by subsection 1; the motion was seconded by Mr. Adams and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None. Council went into Closed Meeting at 8:42 p.m.

At 8:58 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Vice Mayor Nance, seconded by Mr. Altice and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

Certification of Closed Meeting

Vice Mayor Nance made the following nominations: Christopher S. Lawrence be re-appointed to the Roanoke Valley-Alleghany Regional Commission Executive Committee for a new three-year term expiring on June 30, 2016; Matthew S. Hare be re-appointed to the Roanoke Valley Greenway Commission for a new three-year term expiring on June 30, 2016; and Arthur La Roche, III be re-appointed to the Roanoke Valley Greenway Commission for a new three-year term

expiring on June 30, 2016. Mr. Hare made a motion to accept the nominations; the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

The meeting was adjourned at 9:02 p.m.

Re-appointment of Christopher S. Lawrence to the Roanoke Valley-Alleghany Regional Commission Executive Committee for a new three-year term expiring on June 30, 2016; Matthew S. Hare to the Roanoke Valley Greenway Commission for a new three-year term expiring on June 30, 2016; and Arthur La Roche, III to the Roanoke Valley Greenway Commission for a new three-year term expiring on June 30, 2016.

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**

June 18, 2013

### **Department**

Police

### **Issue**

Officer of the Month for May 2013 – Sergeant Todd Bailey

### **Summary**

Sergeant Todd Bailey was selected as Officer of the month for May 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: Todd Bailey, Sergeant

From: Benjamin L. Cook, Chief of Police BLC

Date: June 10, 2013

Subject: Officer of the Month – May 2013

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

During this month, you conducted a follow up investigation in regard to a shoplifting call that occurred at a business in the Town of Vinton. Your investigation led you to a residence in Bedford County where you responded to in an attempt to locate and interview the suspect in the shoplifting. Upon arrival, you made contact with a person at the residence who directed you to another area of the home where you located the suspect. As you conducted the follow up, you observed a chemical smell present as well as many clearly visible clues that are consistent with the production of methamphetamine. Based on your training and experience, you determined that you had discovered an active meth lab and immediately ordered the evacuation of the home, which included the suspect, another adult, and a small child.

The Bedford County Sheriff's Office was contacted to respond who ultimately requested assistance from the Virginia State Police with cleanup of the meth lab site. By following through with the shoplifting investigation, a more serious situation was discovered and handled appropriately. The fact that a small child was inside a residence where methamphetamine was being produced further increased the likelihood that serious harm could occur and your quick actions to remove the residents from the dangerous environment prevented further exposure to deadly toxins.

Your actions are commendable and you continue to exhibit strong leadership to the department and provide dedicated and professional law enforcement service to our community and beyond. Keep up the great work!



## **Town Council Agenda Summary**

### **Meeting Date**

June 18, 2013

### **Department**

Planning & Zoning

### **Issue**

Conduct a Public Hearing to receive public comments regarding the petition of Karen Sloan for a Special Use Permit (SUP) to operate a hair salon at 1031 Almond Drive, Tax Map Number 61.17-03-34, zoned R-1 Residential District.

### **Summary**

During the Town Council work session held on June 4, 2013, members were briefed on Ms. Sloan's petition. A hair salon is considered to be a personal service business. Per Article IV, District Regulations, Division 2, R-1 Residential District, in order to operate a personal service business in this district, a SUP would have to be applied for and granted.

On June 13, 2013, the Planning Commission held a public hearing to consider comments regarding the petition. They voted to recommend approval to Town Council, with the following conditions being agreed to by the petitioner:

1. There will be no more than one work station in the home; and
2. There will be no more than two customers on site at any time.

### **Attachments**

Statement by Petitioner  
Ordinance

### **Recommendations**

Conduct Public Hearing  
Motion to adopt Ordinance

**June 14,2013**

**To: Vinton Planning Commission**

**From: Karen L Sloan**

**There will only be one styling station in the Salon at any point in time. Most of the time there will only be one Customer at a time but never more than two.**

**Thank You**

A handwritten signature in black ink that reads "Karen L Sloan". The signature is written in a cursive style with a large, sweeping initial "K".

**ORDINANCE NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 18, 2013 AT 7:15 PM AT THE VINTON MASONIC LODGE, 1017 EAST WASHINGTON AVENUE, VINTON, VIRGINIA**

**AN ORDINANCE** to approve the petition of Karen Sloan for a Special Use Permit (SUP) to operate a hair salon at 1031 Almond Drive, Tax Map Number 61.17-3-34, zoned R-1 Residential District.

**THEREFORE, BE IT ORDAINED** by the Council of the Town of Vinton, Virginia that the petition of Karen Sloan for a Special Use Permit (SUP) to operate a hair salon at 1031 Almond Drive be approved with the following condition imposed:

- 1. Only one work station and no more than two customers at any given time.*

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

AYES

NAYS

APPROVED:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

June 18, 2013

### **Department**

Administration

### **Issue**

Consider adoption of a Resolution authorizing the issuance of General Obligation Bonds in an aggregate principal amount not to exceed \$4,240,000, and providing for the form, details and payment of the bonds and the refunding of certain prior bonds and authorizing certain related actions.

### **Summary**

As presented to Town Council at the public hearing on June 4<sup>th</sup>, Davenport and Co., along with staff is recommending we proceed with closing on a \$2,000,000 bond for new money with Capital One. In addition, we recommend refinancing the 2004 series with Carter Bank.

### **Attachments**

Formal recommendation from Financial Advisors  
Resolution written by Bond Counsel

### **Recommendations**

Motion to adopt Resolution

MEMORANDUM

To: Chris Lawrence, Town Manager  
Barry Thompson, Director of Finance

From: Courtney Rogers, Senior Vice President  
Doug Gebhardt, Analyst  
Davenport & Company LLC

Date: Friday, May 31, 2013

Subject: General Obligation New Money and Refunding Bond, Series 2013  
Town of Vinton, Virginia

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In our capacity as Financial Advisor to the Town of Vinton, Virginia (the “Town”), Davenport & Company LLC (“Davenport”) has performed an analysis on various financing options for the Town’s General Obligation New Money and Refunding Bond, Series 2013. The Town wishes to issue approximately \$2,000,000 of New Money as well as to refinance the Town’s existing VML/VACO Series 2004B and VRA Series 2004B Bonds and potentially its VML/VACO Series 2006C General Obligation Bonds and VRA Series 2006A Revenue Bonds.

On May 3, 2013, Davenport along with Town Staff, submitted an application to the Virginia Resources Authority (“VRA”) for the potential financing mentioned above. The Town, Spilman Thomas and Battle (Bond Counsel), and Davenport held a due diligence conference call with VRA on May 14 as part VRA’s credit review process.

Additionally, on May 7, 2013 Davenport distributed a Request for Proposal for a direct loan to 31 local, regional and national banking institutions as well as to VML/VaCO Finance. The Request for Proposal asked for four separate rate quotes. The first rate requested was a 30 year rate on the new money principal amortization where \$181,000 would be paid over a 5-year period with the balance over 30-years. As mentioned during our presentations to Town Council we were not sure if a rate would be given over this length of time. Consequently, a 20-year rate was requested as well. With the real possibility that the 2006 Bonds might not make financial sense to be refinanced, Davenport also requested proposals on two refunding rates, one for the 2004 Bonds only (12 years to final maturity) and the other for the 2004 & 2006 Bonds combined (14 years to final maturity). On May 21, 2013 Davenport received four proposals in response to the Request for Proposal.

The remainder of this memorandum sets forth the results from the Request for Proposal and Davenport’s recommendation.

### New Money:

Of the four proposals received from the various banking institutions, none were willing to provide the Town with a 30-year rate. However, three provided fixed rates for 20 years. Capital One Public Funding (“Capital One”) offered the lowest 20-year rate at 2.85% fixed over the loan’s life. The Town’s debt service would be approximately \$160,000 annually in the first five Fiscal Years and approximately \$120,000 annually thereafter. When compared to a 30-year VRA loan using market rates as of May 21, 2013, the cash flow impact on the Town of the shorter 20-year bank amortization would be approximately \$20,000 more annually. More simply put, the Town would have \$20,000 of additional debt service in the first 20 years should the Town choose Capital One versus a 30-year amortization. However, since the Virginia Resources Authority’s next pool bond sale is not until August of 2013, the Town becomes susceptible to market volatility. While this could turn positive since receiving the bank bids interest rates have increased roughly 20 basis points or 1/5 of 1%. By accepting the bank bids the Town locks in the interest rates. **Davenport is recommending moving forward with Capital One.** However we need to confirm in writing that they will hold the bid until June 27, 2013, our projected closing date.

### Refinancing:

The first thing Davenport analyzed regarding the refundings was the viability of pursuing the refunding the Series 2006 bonds. At this time, Davenport does not recommend refinancing either of the 2006 issues due to the high amount of negative arbitrage compared to the amount of net present value savings. Therefore, the 2006 bonds have been removed from subsequent analysis.

The refinancing rates from the Request for Proposals were extremely close. BB&T offered the lowest rate of 2.04% but had \$3,500 of closing costs. Therefore Carter Bank’s rate of 2.05% with no bank closing costs provided a lower interest cost. If the refunding was issued through VRA as of May 21, 2013 it would provided a more attractive refunding than through the direct bank loans. However, the market would only have to move away from the Town 8 basis points (0.08%) to result in the same savings as through Carter Bank. As of the date of this memo the municipal market has given up 21 basis points in the 2022 to 2026 range and 16 basis points through the remainder of the curve. After this shift in the public market, the refinancing becomes significantly less attractive, by roughly \$25,000 of net budgetary savings, in comparison to the Direct Bank loan through Carter Bank. Given this recent volatility, **Davenport recommends that the Town take the “bird in the hand” and refinance the Series 2004 bonds with Carter Bank.** This would result in the Town saving approximately \$147,000 in net budgetary dollars and \$138,000 in net present value dollars. Additionally, the Town would have about 7% savings on the 2004 VML/VaCO Bond and 6% on the 2004 VRA Bond, almost double the industry standard of 3% savings.

### Next Steps:

We look forward to discussing this in more detail with the Town on Tuesday, June 4<sup>th</sup> in anticipation of Town Council’s final approval on Tuesday, June 18<sup>th</sup>. We are looking to close the issue on June 27<sup>th</sup>.

***Town of Vinton, Virginia***  
***2013 Tax-Exempt, Bank-Qualified New Money & Refunding Bonds***  
***Summary of Bids Received***

	<u>BB&amp;T</u> Series 2013	<u>Capital One</u> Series 2013	<u>Carter Bank</u> Series 2013	<u>SunTrust</u> Series 2013
<b>FINANCING</b>	Series 2013	Series 2013	Series 2013	Series 2013
<b>AMOUNT</b>	\$2,015,000 - New Money \$2,240,000 - 2004 Only \$3,740,000 - 2004 & 2006	\$6,000,000	\$2,015,000 - New Money \$2,240,000 - 2004 Only \$3,740,000 - 2004 & 2006	\$2,015,000 - New Money \$2,240,000 - 2004 Only \$3,740,000 - 2004 & 2006
<b>TERM (NEW MONEY)</b>	November 1, 2032	November 1, 2032	November 1, 2032	November 1, 2032
<b>TERM (REFUNDING)</b>	November 1, 2024 or 2026	November 1, 2024 or 2026	November 1, 2024 or 2026	November 1, 2024 or 2026
<b>PRINCIPAL PAYMENT</b>	Annual	Annual	Annual	Annual
<b>INTEREST PAYMENT</b>	Semi-Annual	Semi-Annual	Semi-Annual	Semi-Annual
<b>INTEREST RATE (NEW MONEY)</b>	3.38% - 20 Year N/A - 30 Year	2.85% - 20 Year N/A - 30 Year	3.00% - 20 Year N/A - 30 Year	2.24% - 20 Year Amortization* N/A - 30 Year
<b>INTEREST RATE (REFUNDING)</b>	2.04% - 2004 Bonds Only 2.33% - 2004 & 2006 Bonds	2.45% - 2004 Bonds Only 2.45% - 2004 & 2006 Bonds	2.05% - 2004 Bonds Only 2.15% - 2004 & 2006 Bonds	2.09% - 2004 Bonds Only 2.19% - 2004 & 2006 Bonds
<b>INTEREST RATE RESET</b>	None	None	None	*10 Year Put Option
<b>BANK CLOSING COSTS</b>	\$3,500 - New Money \$3,500 - 2004 Only \$3,500 - 2004 & 2006 Only	None	None	\$2,015 - New Money \$2,240 - 2004 Only \$2,240 - 2004 & 2006 Only
<b>ACCEPT BY</b>	N/A	June 7, 2013	N/A	N/A
<b>CALL DATE</b>	15 Days Notice - New Money 15 Days Notice - Refunding	8 Years - New Money 7 Years - Refunding	Anytime - New Money Anytime - Refunding	Anytime - New Money Anytime - Refunding
<b>PREPAYMENT PENALTY</b>	None	None	None	None
<b>NOTES</b>	It shall be the responsibility of the Town to retain and compensate counsel to appropriately structure the general obligation bond in accordance with both Federal and Virginia Commonwealth Statutes. BB&T reserves the right to review the bond, which must be mutually accepted by BB&T and the Town.	Capital One reserves the right to have this transaction rated at Capital One's sole cost at any time during the term of the Bond. The Town agrees to cooperate with COPF and the rating agency in providing any requested financial or non-financial information that may be material to obtaining the rating.	All documentation associated with this loan shall be in a form and content acceptable to the bank. The bank may require documents, instruments, opinions, approvals and assurances customary in this type of financing or as the bank may reasonably request.	The interest rates quoted herein takes into consideration a marginal maximum federal corporate tax rate of 35%. In the event of a decrease in the marginal maximum corporate tax rate, the Lender shall have the right to adjust the interest rate upwards in order to maintain the same after tax yield or the Lender. In no event will the rate exceed 2.46% for Loan A, 2.30% for Loan B, or 2.41% for Loan C.

All proposals are subject to the negotiation of mutually satisfactory documentation and final terms between the Town and the Bank.

**Town of Vinton, Virginia**  
**Capital One**  
**20 Year Loan**  
**New Money Rate of 2.85%**

<u>Year</u>	<u>Principal*</u>	<u>Interest*</u>	<u>Total*</u>
6/30/2014	\$111,264	\$48,617	\$159,881
6/30/2015	106,834	53,048	159,881
6/30/2016	109,923	49,959	159,881
6/30/2017	113,101	46,781	159,881
6/30/2018	116,371	43,511	159,881
6/30/2019	79,588	40,718	120,307
6/30/2020	81,889	38,417	120,307
6/30/2021	84,257	36,050	120,307
6/30/2022	86,693	33,614	120,307
6/30/2023	89,200	31,107	120,307
6/30/2024	91,778	28,528	120,307
6/30/2025	94,432	25,875	120,307
6/30/2026	97,162	23,145	120,307
6/30/2027	99,971	20,335	120,307
6/30/2028	102,862	17,445	120,307
6/30/2029	105,836	14,471	120,307
6/30/2030	108,896	11,411	120,307
6/30/2031	112,044	8,263	120,307
6/30/2032	115,283	5,023	120,307
6/30/2033	118,616	1,690	120,307
<b>Total</b>	<b>\$2,026,000</b>	<b>\$578,008</b>	<b>\$2,604,008</b>

*\*Preliminary, subject to change.  
Costs of Issuance to be confirmed.*

**Town of Vinton, Virginia  
Existing Debt  
2004 VML/VaCO  
& 2004 VRA Bonds**

**Town of Vinton, Virginia  
Carter Bank  
12 Year Loan  
Refunding Rate of 2.05%**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal*</u>	<u>Interest*</u>	<u>Total*</u>	<u>Net Budgetary Savings*</u>
6/30/2014	\$0	\$85,285	\$85,285	\$33,505	\$39,502	\$73,008	\$12,277
6/30/2015	0	85,285	85,285	28,154	44,853	73,008	12,277
6/30/2016	170,000	81,798	251,798	196,974	42,546	239,520	12,277
6/30/2017	175,000	74,810	249,810	199,046	38,487	237,533	12,277
6/30/2018	185,000	67,610	252,610	205,998	34,335	240,333	12,277
6/30/2019	190,000	60,110	250,110	207,738	30,094	237,833	12,277
6/30/2020	205,000	52,210	257,210	219,215	25,718	244,933	12,277
6/30/2021	210,000	43,835	253,835	220,345	21,212	241,558	12,277
6/30/2022	220,000	35,023	255,023	226,109	16,636	242,745	12,277
6/30/2023	225,000	25,744	250,744	226,470	11,997	238,467	12,277
6/30/2024	240,000	15,861	255,861	236,330	7,254	243,584	12,277
6/30/2025	245,000	5,359	250,359	235,666	2,416	238,082	12,277
<b>Total</b>	<b>\$2,065,000</b>	<b>\$632,930</b>	<b>\$2,697,930</b>	<b>\$2,235,551</b>	<b>\$315,050</b>	<b>\$2,550,601</b>	<b>\$147,329</b>

*\*Preliminary, subject to change. Costs of issuance to be confirmed and escrow securities to be bid out.*

Net Present Value Savings of \$138,245.99 or 6.69%.

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 18, 2013 AT 7:15 PM AT THE VINTON MASONIC LODGE, 1017 EAST WASHINGTON AVENUE, VINTON, VIRGINIA**

**RESOLUTION OF THE COUNCIL OF THE TOWN OF VINTON AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,240,000, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT OF THE BONDS AND THE REFUNDING OF CERTAIN PRIOR BONDS AND AUTHORIZING CERTAIN RELATED ACTIONS**

The Town of Vinton, a political subdivision of the Commonwealth of Virginia (the "Town"), has previously issued its \$1,015,000 General Obligation Public Improvement Bond, Series 2004 and \$2,500,000 General Obligation Bond, Series 2004 (the "Prior Bonds"), and the Council of the Town (the "Council") desires to reduce debt service costs to the Town by refunding a portion of the Prior Bonds.

On May 21, 2013, the Council held a public hearing on the proposed issuance by the Town of bonds in an estimated maximum amount of \$2,000,000 to provide funds, together with other available funds, to pay the costs of capital improvements of water and wastewater facilities of or used by the Town (collectively, the "Facilities").

The Council desires to provide for the issuance of its bonds, the proceeds of which will be used to refund a portion of the Prior Bonds and to pay the costs of the capital improvements to the Facilities, and pay the costs of issuing the bonds, to provide for the form, details and payment of the bonds and the refunding of the Prior Bonds and to authorize certain related actions.

**BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF VINTON:**

**ARTICLE I**

**THE BONDS**

Section 1.1. Authorization of Bonds. The Council determines it to be advisable, necessary and expedient for the Town to borrow an amount not to exceed \$4,240,000 in the aggregate, to provide funds, together with other funds that may be available, to refund the Prior Bonds, to pay the costs of capital improvements to the Facilities, and pay the costs of issuing the bonds authorized by this resolution. Pursuant to the Constitution of Virginia and the Public Finance Act of 1991, the Council authorizes to be issued and sold, at one time or from time to time, general obligation bonds of the Town in an aggregate principal amount not to exceed \$4,240,000 (the "Bonds").

The Bonds shall be general obligations of the Town, the principal of, premium, if any, and interest on which are payable from ad valorem taxes to be levied without limitation as to rate or

amount on all property in the Town subject to taxation, to the extent other funds of the Town are not available and appropriated for such purpose, and a pledge of the full faith and credit of the Town.

To the extent permitted by Section 15.2-2601 of the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”), the Council elects to issue the Bonds under the provisions of the Act without regard to the requirements, restrictions or other provisions contained in any charter or local or special act.

Section 1.2. Details of Bonds. The Bonds shall be issued as two fully registered bonds without coupons. The proceeds of one of the Bonds (the “Refunding Bond”) will be used to refund a portion of the Prior Bonds and the proceeds of the other of the Bonds (the “New Money Bond”) will be used to pay costs of capital improvements to the Facilities. Each of the Bonds shall be in the principal amount and shall bear interest at the rate or rates, and the principal of such Bond and interest thereon shall be repayable in the amounts and on the dates, all as established in accordance with Section 1.3 of this resolution.

Section 1.3. Other Details of the Bonds. Each of the Mayor and Vice Mayor of the Town is authorized and directed to determine, before the issuance of each of the Bonds, the principal amount of the Bond, the date of the Bond, the interest rate or rates thereon or the means for determining such rate or rates, and the due dates and amounts of the installments of principal of and interest on the Bond, the provisions, if any, for optional redemption of the Bond, and all other details of the Bond, provided, however that:

- a. the final maturity of each Bond shall not exceed twenty-five (25) years from the date of the Bond;
- b. the aggregate principal amount of all the Bonds shall not exceed \$4,240,000;
- c. the Refunding Bond shall be issued in a principal amount not exceeding that necessary to amortize the principal of and premium, if any, and interest on the portion of the Prior Bonds to be refunded and pay all expenses reasonably incurred in the issuance of the refunding Bond less the amount then in any sinking, escrow and other funds which are available for the payment of the principal, premium, if any, or interest on the portion of the Prior Bonds to be refunded;
- d. the New Money Bond shall be issued in a principal amount not exceeding \$2,000,000; and
- e. the interest on rate on either of the Bonds shall not exceed 2.85% per annum.

The execution of any Bond as described in Section 1.4 of this resolution shall conclusively evidence the details of that Bond as having been so determined as authorized by this resolution.

Section 1.4. Execution of Bonds. The Bonds shall bear the manual or facsimile signatures of the Mayor or Vice Mayor of the Town and shall bear a manually impressed or imprinted facsimile of the seal of the Town, attested by the manual or facsimile signature of the Clerk of the Town. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until such delivery. Any Bond may be signed by such persons as at the actual time of the execution thereof shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

Section 1.5. Form of Bonds. The Bonds shall be in substantially the following form, with such appropriate variations, insertions and omissions as shall be consistent with this resolution:

No. R-1

[\$[amount]

UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA  
TOWN OF VINTON

General Obligation [Refunding] Bond  
Series 2013

Dated Date

[date]

Registered Owner:

The Town of Vinton, a political subdivision of the Commonwealth of Virginia (the "Town"), for value received, acknowledges itself indebted and promises to pay to the registered owner named above or registered assigns, the principal sum of \$[amount] in annual installments in the amounts set forth on Schedule I attached to this Bond, due and payable on November 1, 2013, and annually on November 1 thereafter to and including November 1, [year], together with interest from the date of this Bond on the unpaid installments at the rate of \_\_\_% per annum, payable semi-annually on May 1 and November 1 of each year, commencing on November 1, 2013

Interest on this bond shall be computed based on a 360-day year consisting of twelve 30-day months.

Any payment on this bond shall be applied first to interest accrued to such payment date and then to principal.

Principal, premium, if any, and interest shall be payable in lawful money of the United States of America to the registered owner, at its address as it appears on the registration books kept for that purpose at the principal office of the Treasurer of the Town, who has been appointed Registrar. In

case the date of maturity of the principal of this bond or the date fixed for the redemption of this bond shall be a date on which banking institutions are authorized or obligated by law to close at the place where the principal office of the Registrar is located, then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding date which is not such a date at the place where the principal office of the Registrar is located, and if made on such next succeeding date no additional interest shall accrue for the period after such date of maturity or date fixed for redemption.

This bond has been authorized by a resolution duly adopted by the Council of the Town on June 18, 2013 (the "Resolution"), and is issued pursuant to the Constitution and applicable statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) to provide funds, together with other funds that may be available, to [refund certain bonds of the Town] [to make certain capital improvements to water and wastewater facilities owned or used by the Town] , and to pay the cost of issuing this bond. Copies of the Resolution are on file at the office of the Registrar. Reference is hereby made to the Resolution and any amendments thereto for the provisions, among others, describing the pledge of the full faith and credit of the Town and covenants securing this bond, the nature and extent of the security, the terms and conditions upon which this bond is issued, the rights and obligations of the Town and the rights of the holder of this bond.

This bond and the premium, if any, and interest thereon are payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation to the extent other funds of the Town are not available and appropriated for such purpose, and a pledge of the full faith and credit of the Town. This bond and the premium, if any, and interest hereon shall not be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, except the Town. Neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof, except the Town, is pledged to the payment of the principal of, or premium, if any, and interest on, this bond.

[Until [date], 2021, the principal of this bond is not subject to prepayment or redemption. On and after [date], 2021, the principal of this bond is subject to prepayment in whole or in part at anytime at the option of the Town without penalty or premium.] [The principal of this bond is subject to prepayment in whole or in part at anytime at the option of the Town without penalty or premium.] Prepayments of installments of principal shall not affect the obligation of the Town to pay the remaining installments payable as provided above.

This bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed, and this bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Town has caused this bond to bear the manual or facsimile signature of the Mayor or Vice Mayor of the Council of the Town, its seal to be imprinted or impressed hereon and attested by the manual or facsimile signature of the Clerk of the Council of the Town, and this bond to be dated the dated date shown above.

**SEAL**

Attest:

**[FORM OF BOND-NOT FOR  
SIGNATURE]**

**[FORM OF BOND-NOT FOR  
SIGNATURE]**

\_\_\_\_\_  
Clerk, Town of Vinton

\_\_\_\_\_  
Mayor, Town of Vinton

**END OF BOND FORM**

Section 1.8. Registrar. The Treasurer of the Town is appointed Registrar for the Bonds.

Section 1.9. Registration, Transfer and Exchange. The Town shall cause books for the registration and transfer of the Bonds to be kept at the principal office of the Registrar, and the Town hereby instructs the Registrar to keep such books and to make such registrations and transfers under such reasonable regulations as the Town or the Registrar may prescribe. Transfer of the Bonds may be registered upon books maintained for this purpose at the office of the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner.

Upon surrender for transfer or exchange of any Bond at such office, the Town shall execute and deliver in the name of the transferee or transferee a new Bond for the aggregate principal amount which the registered owner is entitled to receive, subject in each case to such reasonable regulations as the Town or the Registrar may prescribe. Any Bond presented for transfer, exchange, or payment, (if so required by the Town or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to the Town and the Registrar, duly executed by the registered owner or by his duly authorized attorney-in-fact or legal representative. No Bond may be registered to bearer.

The new Bond delivered upon any transfer or exchange shall be a valid obligation of the Town, evidencing the same debt as the Bond surrendered, shall be secured by this Resolution and entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

Section 1.10. Charges for Exchange or Transfer. No service charge shall be made for any exchange or transfer of the Bonds, but the Town may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

## ARTICLE II

### SALE OF BONDS; APPLICATION OF PROCEEDS

Section 2.1. Preparation and Sale of Bonds. The Council hereby determines that it will be in the best interests of the Town and the Commonwealth of Virginia to sell the Refunding Bond to Carter Bank & Trust at a price of par and the New Money Bond to Capital One Public Funding, LLC at a price of par. The Mayor, Vice Mayor and the Clerk of the Town are hereby authorized and directed to take all proper steps to have the Bonds prepared and executed in accordance with their terms.

Section 2.2. Application of Proceeds of Bonds. The proceeds derived from the sale of the Bonds shall be applied as follows:

- (a) a portion of the proceeds of the Refunding Bond shall be paid to the Escrow Agents under the Escrow Agreements described in Section 3.2 of this resolution and as otherwise required under the documents governing the Prior Bonds to defease the portion of the Prior Bonds to be refunded and the balance of such proceeds shall deposited in the Fund described in (b) below and used to pay costs of issuing the Refunding Bond; and
- (b) the proceeds of the New Money Bond shall be paid to, or at the direction of, the Town Manager or the Town Treasurer who shall promptly deposit the funds in a bank or other depository to the credit of the Town. Those proceeds, together with the proceeds deposited therein pursuant to (a) above, shall be accounted for through a fund designated “Town of Vinton Series 2013 Bond Proceeds Fund” (the “Fund”), to be applied to the costs of the capital improvements to the Facilities and the costs of issuance of the New Money Bond and the Refunding Bond.

Each of the Treasurer and the Town Manager of the Town is authorized and directed to receipt for such proceeds and to provide that the proceeds described in subclauses (a) and (b) above are applied as required by this resolution. The Treasurer and the Town Manager of the Town have reviewed the Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) and the Contract Creating the State Non-Arbitrage Program and the SNAP Fund Prospectus (found at <http://www.vasnap.com/documents.htm>), and the Council has determined to authorize the Town Manager or the Treasurer to use SNAP in connection with the investment of the proceeds of the New Money Bond until such proceeds are used for the purposes of the New Money Bond, if either of such officers determines that the use of SNAP is in the best interest of the Town.

### ARTICLE III

#### REFUNDING OF A PORTION OF THE PRIOR BONDS

Section 3.1. Selection of Bonds to be Refunded. The Council authorizes and directs any one of the Mayor, Vice Mayor and Town Manager to determine which principal installments coming due on the Prior Bonds will be refunded by proceeds of the Refunding Bond and to take all actions necessary or desirable to arrange for such refunding in accordance with this resolution.

Section 3.2. Escrow Agreements. The Council approves and authorizes Escrow Agreements between the Town and one or more financial institutions or corporate trustees, as Escrow Agents, in connection with the refunding of the portion of the Prior Bonds to be refunded. The Council directs each Escrow Agent to purchase from the United States Treasury, for the benefit of the Town, the investment securities to be identified in its respective Escrow Agreement, at the prices to be stated therein, for deposit in the Escrow Fund established under its respective Escrow Agreement. Each of

the Mayor, Vice Mayor and Town Manager is authorized to execute and deliver on behalf of the Town the Escrow Agreements in forms approved by any of them to be adequate, whose approval shall be evidenced conclusively by the execution and delivery of the Escrow Agreements.

## ARTICLE IV

### PARTICULAR COVENANTS

Section 4.1. Payment of Bond. The Town shall pay promptly, as provided herein, the principal of, premium, if any, and interest on the Bonds. Nothing in the Bonds or in this Resolution shall be deemed to create or constitute an indebtedness of the Commonwealth of Virginia or any political subdivision thereof other than the Town, or a pledge of the full faith and credit of the Commonwealth of Virginia or of any political subdivision thereof other than the Town.

Section 4.2. Tax Rate Covenant. The Council hereby covenants and agrees that so long as any of any of the Bonds is outstanding, to the extent other funds are not lawfully available and appropriated for timely payment of the Bonds, the Council will levy and collect annually over and above all other taxes authorized or limited by law, an ad valorem tax, without limitation as to rate or amount, on all the taxable property in the Town in an amount sufficient to pay principal of, premium, if any, and interest on the Bonds as the same become due and payable.

## ARTICLE V

### TAX-EXEMPT OBLIGATIONS

Section 5.1. Tax-Exempt Bonds. The interest on the Bonds issued under this resolution is intended to be exempt from Federal income taxation. The covenants and provisions in this Article shall be construed in accordance with that intent.

Section 5.2 Maintenance of Tax-Exempt Status.

(a) No Adverse Action: The Town shall not take any action that would adversely affect the exemption of interest on the Bonds from Federal income taxation. The Town shall, to the extent permitted by Virginia law, take all actions necessary to maintain the tax-exempt status of interest on the Bonds under Federal or Virginia law, including all actions necessary to comply with Section 103 or Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code") or the regulations promulgated by the Treasury Department with respect thereto. Without limiting the generality of the foregoing, the Town shall comply with any provision of law which may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bonds from being includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law.

(b) Arbitrage/Investment: The Town shall not take or approve any action, investment or use of the proceeds of the Bonds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations thereunder. The Town, barring unforeseen circumstances, shall not request or approve the use of the proceeds of the Bonds other than in accordance with the Town’s “non-arbitrage” certificate delivered at the time of the issuance of the Bonds.

(c) Tax Compliance Agreement: Each of the Mayor, Vice Mayor and Town Manager is hereby authorized and directed to execute and deliver a tax compliance agreement regarding any matters described in Section 3.2(a) and (b) and any other matters reasonably required by the initial purchaser of the Bonds, which agreement shall be in such form and content as may be required by bond counsel to the Town.

(d) Non-Arbitrage and Other Certificates: The Mayor, Vice Mayor, Town Manager and such other officers as may be requested are hereby authorized to sign appropriate certificates setting forth, among other things, the expected use and investment of the proceeds of the Bonds in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and regulations issued pursuant thereto, applicable to “arbitrage bonds.” Such certificates may also contain certain elections with regard to Section 148 of the Code and such officers are hereby authorized to make such elections on behalf of the Town and the Council.

Section 5.3 Designation as Qualified Tax-Exempt Obligation. The Bonds are not private activity bonds and are designated by the Council as Qualified Tax-Exempt Obligations, as defined in Section 265(b)(3) of the Code. The Town represents and covenants as follows:

(i) The Council will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in the current calendar year, including the Bonds, for the purpose of Section 265(b)(3) of the Code;

(ii) The Town, all its "subordinate entities," within the meaning of Section 265(b)(3) of the Code, and all entities which issue tax-exempt bonds on behalf of the Town and such subordinate entities have together not authorized to be issued more than \$10,000,000 of tax-exempt obligations in the current calendar year (not including "private activity bonds," as defined in Section 141 of the Code), including the Bonds;

(iii) Barring circumstances unforeseen as of the date of delivery of the Bonds, the Town will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Town and such other entities in the current calendar year, result in the Town and such other entities having issued a total of more than

\$10,000,000 of tax-exempt obligations in such year (not including private activity bonds), including the Bonds; and

(iv) The Council has no reason to believe that the Town and such other entities will issue in the current calendar year tax-exempt obligations in an aggregate amount that will exceed such \$10,000,000 limit;

provided however, that if the Town receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (i) or (iii) above is not required for the Bonds to be a qualified tax-exempt obligation, the Town need not comply with such restriction.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1. Contract with Bondholders. The provisions of this resolution shall constitute a contract between the Town and the holders of the Bonds for so long as the Bonds are outstanding.

Section 6.2. Authority of Officers and Agents. The officers and agents of the Town shall do all acts and things required by them of this resolution and the Bond for the complete and punctual performance of all the terms, covenants and agreements contained therein. The appropriate officers of the Town are further authorized and empowered to take such other action as they may consider necessary or desirable to carry out the intent and purpose of this resolution, and the issuance of the Bonds.

Section 6.3. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee or agent of the Town in his or her individual capacity, and no officer of the Town executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this resolution, provided he or she acts in good faith.

Section 6.4. Conditions Precedent. Upon the issuance of the Bond all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to have happened, exist and to have been performed precedent to or in the issuance of the Bonds shall have happened, exist and have been performed.

Section 6.5. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 6.6. Severability. If any court of competent jurisdiction shall hold any provision of this resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

Section 6.7. Effective Date. This resolution shall take effect immediately. All ordinances, resolutions or parts thereof in conflict herewith are hereby repealed.

Section 6.8. Filing of Resolution. The Clerk of the Council is hereby authorized and directed to see to the immediate filing of a certified copy of this resolution with the Circuit Court of Roanoke County, Virginia, pursuant to Section 15.2-2607 of the Public Finance Act of 1991.

The undersigned Clerk of the Council of the Town of Vinton, Virginia, certifies that the foregoing constitutes a true and correct copy of a resolution adopted at a meeting of the Council of the Town of Vinton, held on June 18, 2013. I hereby further certify that such a meeting was a regular meeting, duly called and held, and that during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect how each member of Council voted with respect to the adoption of the foregoing resolution as follows:

<b>Member</b>	<b>Attendance</b>	<b>Vote</b>
Bradley E. Gross		
Robert R. Altice		
I. Douglas Adams, Jr.		
Matthew S. Hare		
William Nance		

**SEAL**

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



## **Town Council Agenda Summary**

### **Meeting Date**

June 18, 2013

### **Department**

Administration

### **Issue**

Consider adoption of a Resolution authorizing the Mayor and/or the Town Manager to execute a Lease Purchase Agreement, between the Roanoke Valley Society for the Prevention of Cruelty to Animals, Inc., a Virginia corporation, and the City of Roanoke, the Town of Vinton, the County of Roanoke and the County of Botetourt to purchase the current pound property for operation of the pound by the Localities.

### **Summary**

The Town of Vinton, in partnership with Roanoke County, Roanoke City, and Botetourt County, have been working over the past several months with the Roanoke Valley SPCA to improve the services delivered by the Roanoke Center for Animal Control and Protection (Pound). Critical areas of work have included animal care, shelter conditions and adoption of animals.

The Pound is an open intake facility managed by the RVSPCA on behalf of the four member jurisdictions. Animals which have been abandoned, neglected, roam at large or released by owner are received at the Pound.

The members have had a long term contract with the RVSPCA to manage and operate the Pound on behalf of the local governments. At a formal announcement held on November 1, 2012, members advised the public that the four (4) local governments would assume operational responsibility of the Pound as soon as possible. It was noted at the public press conference that the members and the RVSPCA mutually agreed with this change. The members see this as an opportunity to establish a structure which would better merge animal control activities with Pound operations, resulting in improvements in operational efficiency and effectiveness.

Since that time the members' representatives have continued to work collectively to start the transition from RVSPCA management to the members' management.

In December of 2012, Town Council approved an intergovernmental agreement between the four localities. The agreement is the first legal document presented to the four member elected local governments to establish a format by which the transition can proceed. Following this agreement, David Flaggler was offered and accepted the position of Executive Director after a national search was conducted. Mr. Flaggler has been working over the past two months to make the transition between the SPCA and RCACP management.

This “pound” agreement does the following: (1) describes the ownership percentage of each of the localities in the animal shelter located at 1340 Baldwin Ave., Roanoke, VA., (2) establishes a cost sharing formula based upon usage, (3) creates an Executive Committee consisting of the managers and administrators of the localities, (4) provides for the appointment of a shelter director, (5) addresses budget and fiscal agent matters and (6) dispute resolution and termination.

Since December, staff and attorneys for each respective locality have worked with the leadership and attorneys at the SPCA to finalize a formal separation agreement. Following a meeting held on Thursday, June 13, all remaining issues have been finalized and agreed to. The agreement addresses the following items:

- Purchase and sale of the property – expected to transfer in September 2013 to maximize savings through a refinancing and transfer of title between the SPCA and the local governments. The purchase price is the approximately \$2 million outstanding debt on the facility, which the local governments currently are already paying.
- Attorney fees are paid by each respective side, SPCA and local governments
- Reserve accounts will be divided up according to the original agreement 50/50 and the specific amount if based on the audit results of the Roanoke City Municipal Auditor.
- Roanoke County will serve as the fiscal agent for the RCACP.
- All employees of the current RCACP have reapplied and been offered their respective positions under the employment of Roanoke County.
- Outstanding debt will be refinanced and reorganized from the SPCA accounting books to that of the four governments based on each localities respective share of the facility. This equates to approximately 4% for the Town of Vinton, or \$80,000.
- The cost of actual physical separation of infrastructure and other related expenses will be shared between the SPCA (35%) and the four local governments (65%). This is based on the estimated business usage of these facilities and infrastructure documented by the Roanoke City Municipal Auditor.

All parties have agreed to complete the appropriate separation agreements this month for an effective start date of July 1, 2013.

### **Attachments**

None

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 18, 2013 AT 7:15 PM AT THE VINTON MASONIC LODGE, 1017 EAST WASHINGTON AVENUE, VINTON, VIRGINIA**

**WHEREAS**, the Town of Vinton, the Counties of Botetourt and Roanoke, and the City of Roanoke (collectively "Localities") desire to enter into a Lease Purchase Agreement, between the Roanoke Valley Society for the Prevention of Cruelty to Animals, Inc., a Virginia corporation, and the Localities to purchase the current pound property for operation of the pound by the Localities; and

**WHEREAS**, the Localities entered into a Roanoke Valley Regional Pound Agreement dated January 7, 2013, to manage and operate said pound facility; and

**WHEREAS**, Council finds it to be in the best interest of the Town of Vinton to enter into the Lease Purchase Agreement for purchase of the property upon the terms and conditions stated in the Lease Purchase Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Vinton Town Council that:

1. The Mayor and/or Town Manager are authorized to execute the Lease Purchase Agreement, and all documents necessary to accomplish and pertaining to this purchase, between the Roanoke Valley Society for the Prevention of Cruelty to Animals, Inc., a Virginia corporation, and the City of Roanoke, the Town of Vinton, the County of Roanoke and the County of Botetourt and to accept the deed purchasing the property described therein.
2. All such documents shall be approved as to form 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**

June 18, 2013

### **Department**

Public Works

### **Issue**

Consider adoption of a Resolution awarding a bid, authorizing the Town Manager to execute a contract with Sawyer Paving in the amount of \$228,977.18 for street resurfacing and authorizing the transfer of funds.

### **Summary**

The Town has budgeted a total of \$215,000.00 for street resurfacing for FY12/13: \$175,000.00 in 200.4101.717, and \$40,000.00 in 300.9410.717. The only bid received from the advertised project was from Sawyer Paving. Their bid for the annual paving program of streets, selected by the Town, came in at \$228,977.18, which exceeds the budgeted amount by \$13,977.18.

Town streets are selected for resurfacing each year based on condition, historical information, and budget. The streets of greatest need are prioritized, then, using cost estimates, the list is pared in attempt to fit the given budget. This list is presented as a Request for Bids, RFB to paving companies, from which a contractor is determined based on procurement policies.

The selected streets are:

W. Virginia Avenue, eastbound lanes from the west Town boundary (at the Tinker Creek Bridge) through the intersection at Pollard Street;

N. Preston Road from Ruddell Road to Washington Avenue;

2<sup>nd</sup> Street from Walnut Avenue to Virginia Avenue;

Tinker Avenue from 6<sup>th</sup> Street to Town boundary.

All of these streets are to be milled and paved so that the level of the final surface is very close to the original level. The milling procedure removes the top layer, or wearing course, of asphalt. This generally removes the old, worn surface and gives the new layer of asphalt a better contact surface on which to adhere, and reduces the possibility of putting good asphalt on top of bad.

Virginia Avenue, being a main thoroughfare, is subject to a greater traffic load and larger trucks than other streets in Town. Owing to these traffic conditions, the segment of Virginia Avenue to

be resurfaced requires deeper milling and a heavier cross sectional depth which also means increased costs for work and materials than the other streets.

This year, the low bid came from Sawyer Paving, a company that has worked successfully with the Town many times in previous years. Sawyer's bid of \$228,977.18 does exceed the Town's budgeted amount for Milling and Paving by \$13,977.18. Rather than reduce the areas selected for resurfacing, Staff has identified a funding source in another account line within the FY12/13 budget that could be used to supplement the Milling and Paving line to match the bid amount.

### **Attachments**

Resolution

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 18, 2013 AT 7:15 PM AT THE VINTON MASONIC LODGE, 1017 EAST WASHINGTON AVENUE, VINTON, VIRGINIA**

**WHEREAS,** the Town of Vinton advertised for street resurfacing for FY2012-13 and only received one bid in the amount of \$228,977.18; and

**WHEREAS,** the Town of Vinton budgeted \$215,000 with \$175,000 in 200.4101.717 and \$40,000 in 300.9410.717 which leaves a balance of \$13,977.18 from the bid amount; and

**WHEREAS,** the low bid came from Sawyer Paving, a company that has worked successfully with the Town of Vinton in previous years. Rather than reduce the areas selected for resurfacing, staff has identified a funding source in another account line within the FY2012 -13 budget that could be used to supplement the Milling and Paving line to match the bid amount; and

**WHEREAS,** Council needs to award the bid, authorize the Town Manager to execute the contract for the work and approve the appropriation of the funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby grant a contract to Sawyer Paving in the amount of \$228,977.18 and authorize the Town Manager to execute a contract and any other necessary documents, approved as to form by the Town Attorney.

**BE IT FURTHER RESOLVED** that the Vinton Town Council does hereby approve the following transfers:

<b>FROM:</b>	<b>300.9500.723</b>	<b>Infiltration Projects</b>	<b>\$13,977.18</b>
<b>TO:</b>	<b>300.9410.717</b>	<b>Milling and Paving</b>	<b>\$13,977.18</b>

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

AYES:

NAYS:

ABSENT:

APPROVED:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

June 18, 2013

### **Department**

Police Department

### **Issue**

Consider adoption of a Resolution appropriating \$29,527.25 to the Virginia E-911 Services Board for reimbursement for overpayment of wireless board funds to the Vinton 911 Center during fiscal years 2008 and 2009.

### **Summary**

The Wireless 911 Board has found a Grant overpayment, paid to the Town of Vinton, in the amount of \$29,527.25. The Police Department has found \$21,000 in their current operating budget and with the remainder being taken out of Salaries & Wages.

Council was briefed on this issue at their September 18, 2013 meeting.

### **Attachments**

Resolution

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 18, 2013 AT 7:15 PM AT THE VINTON MASONIC LODGE, 1017 EAST WASHINGTON AVENUE, VINTON, VIRGINIA**

**WHEREAS,** during the statewide true-up for the wireless funds distributed for FY 2008 and FY 2009, there were under and over payments identified throughout the Commonwealth of Virginia and the Wireless Board mandated that localities true up their accounts; and

**WHEREAS,** the Town of Vinton was one of those that received over payments during this time period and the Wireless Board has granted an extension to make payment until June 30, 2013; and

**WHEREAS,** the Town Manager would like to utilize funds in the current budget and pay the Wireless Board by June 30, 2013. The Chief of Police has identified the following funds partially through the police department's operating budget and the remaining in salary savings. These funds will need to be transferred to the wireless grant account to be paid out.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby approve the following transfers and authorizes the Town Manager to true-up the wireless funds with the Commonwealth of Virginia:

<b>FROM:</b>	<b>200.3101.305</b>	<b>Maintenance Service Contracts</b>	<b>\$13,000.00</b>
	<b>200.3101.560</b>	<b>Travel and Training</b>	<b>5,000.00</b>
	<b>200.3101.302</b>	<b>Contract Services</b>	<b>3,000.00</b>
	<b>200.3101.101</b>	<b>Salaries and Wages</b>	<b><u>6,527.25</u></b>
			<b><u>\$29,527.25</u></b>
<b>TO:</b>	<b>200.3105.324</b>	<b>Wireless -E911</b>	<b>\$29,527.25</b>

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

AYES:

NAYS:

ABSENT:

APPROVED:

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

ATTEST:

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



## Town Council Agenda Summary

### Meeting Date

June 18, 2013

### Department

War Memorial

### Issue

Briefing on new Catering Policy for the War Memorial

### Summary

The Vinton War Memorial is creating a new Catering Policy for events. The new policy will eliminate the *Preferred Caterer* list and security deposit that has historically been collected by the Vinton War Memorial and adds caterers that work in conjunction with the War Memorial to sell goods and services as a package.

The War Memorial has been selling package deals where catering and linens are inclusive in the price of the room. This has helped to increase sales of rooms for events. While the packages have been sold, it is now time to formalize the relationship between the Vinton War Memorial and affiliated caterers. To do this the Town will issue a RFP to solicit which caterers in the area want to work with the War Memorial to create packages. The Town is looking to have 1-3 qualified caterers for package deals to give the customer a choice. This is outlined in the attached RFP. The RFP process will establish a competitive basis for all area caterers and protect the Town from any liabilities.

Currently the Town has a *Preferred Caterer* list that has all caterers on it the Town has vetted and accepts to do business in the War Memorial. Each cater has to pay a \$500 deposit to be on the list and the Town gives out this list to potential customers when they are booking events. However, with the new package deal the Preferred Caterers list will disappear because the War Memorial will try to actively sell the package to customers. If a customer does not want a package, a list of caterers the Town has worked with in the past will be distributed to the customer. This list will consist of caterers the War Memorial has a good relationship with.

If a customer chooses a caterer that is on the list, that caterer will have to pay a fee to use the facility (there will no longer be a \$500 deposit). There are two pricing recommendations that the War Memorial is considering:

1. A minimum of \$50 or \$1 per person over 50 to use the facility.
2. A flat fee ranging from \$50 to \$150

Staff feels this will create a better atmosphere for selling events as it will create a more streamline process for customers who may not want to deal with all of the logistics of planning. The War Memorial has been beta testing this idea and it has been received well by customers. War Memorial staff is still conducting reviews of the pricing of the “all inclusive” package so fixed and variable cost match cost of the package.

### **Attachments**

RFP – Catering  
Catering Policy

### **Recommendations**

No action required

TOWN OF VINTON, VIRGINIA  
REQUEST FOR PROPOSALS  
RFP # TOVWM 13-1  
CATERING SERVICES FOR THE  
VINTON WAR MEMORIAL

The Town of Vinton is accepting proposals for a catering/food and beverage supplier for the Vinton War Memorial. Proposals must be submitted to: Ryan Spitzer, Assistant to the Town Manager, 311 S. Pollard St., Vinton, VA 24179, no later than 4:00 pm, xxxx, 2013. All proposals must indicate RFP title, number and bid date on the envelope.

Interested parties may download a copy of the RFP from the Town's website at <http://www.vintonva.gov/bids.aspx> or contact Town Hall at (540) 983-0607.

Questions can be directed to Ryan Spitzer, Assistant to the Town Manager, (540) 343-1508 or [rspitzer@vintonva.gov](mailto:rspitzer@vintonva.gov). The Town of Vinton is an Equal Opportunity Employer.

TOWN OF VINTON, VIRGINIA  
REQUEST FOR PROPOSALS  
RFP # TOVWM 13-1  
CATERING SERVICES FOR THE  
VINTON WAR MEMORIAL

I. Purpose

The Town of Vinton is requesting proposals from qualified Catering Companies or food and beverage suppliers to arrive at a contract through competitive negotiations to facilitate the needs of The Vinton War Memorial's clientele. The project will include development of comprehensive catering packages, a la carte menu items and marketing packages that the Vinton War Memorial can use to sell all inclusive events.

II. Background

The Town of Vinton is located in Roanoke County adjacent to the City of Roanoke and along the Blue Ridge Parkway. With a population of just over 8,000, Vinton is a vibrant community that has witnessed significant growth and change over the past several decades.

The War Memorial offers corporate, association, civic, government and social groups a state of the art space to host a wide variety of special events. Situated on a beautiful 11.5 acre common and located in the heart of Virginia's Blue Ridge, the Vinton War Memorial is only an 8-10 minute drive from downtown Roanoke.

Our rolling lawns, colonnade, hardwood floors, custom chandeliers, mahogany accents and grand staircase transports your guests to an atmosphere of timeless beauty and grace while delivering the modern amenities required to produce today's special events, Wedding receptions conferences and meetings.

The elegant surroundings of this historic space, event hosts have access to our state-of-the-art audio system, LCD projectors and screens, wireless Internet, and setup and cleanup of tables and chairs.

Choose from five rooms for a variety of functions, including a grand ballroom with a 240-guest capacity perfect for banquets, and smaller rooms for business seminars and group meetings. The Vinton War Memorial also offers full ADA accessibility and convenient on-site parking for over 200 vehicles.

### III. Scope of Services

The Town of Vinton is requesting proposals from qualified Catering Companies to enter into an agreement with the Vinton War Memorial for the development of all inclusive catering packages for clients of the Vinton War Memorial.

Interested firms should have the ability to:

Concept, create and develop special event menus ranging from snacks to full service gourmet dinners. Provide comprehensive cost analysis for food and labor pricing. Provide necessary equipment and personnel to execute operations. Develop marketing to promote, product and the identity of the War Memorial to potential user groups.

### IV. Submission Requirements

To be considered for selection, contractors must submit a complete response to the RFP for each application. Failure to submit all information requested may result in the rejection of the incomplete proposal.

One (1) original and one (1) hard copy of the proposal shall be submitted in a sealed envelope or package clearly marked "Town of Vinton On-call Consulting Services" by 4:00 pm June 30, 2013. Proposals should be delivered to:

Ryan Spitzer, Asst. to the Town Manager  
Town of Vinton  
311 S. Pollard St.  
Vinton, VA 24179

In addition to the hard copy proposals, one (1) color, digital copy in .pdf format should be submitted by the application deadline to the following email: [rspitzer@vintonva.gov](mailto:rspitzer@vintonva.gov).

To obtain a copy of the RFP, you may contact Town Hall at (540) 983-0607 or download the RFP from <http://www.vintonva.gov/bids.aspx>. Questions regarding the RFP may be directed to Ryan Spitzer at (540) 343-1508. Questions will be answered until June 21, 2013 and all questions will be detailed and shared with all applicants by June 24, 2013.

The following information is required to be submitted for consideration. Any other information the Offeror considers important or essential to their qualifications may also be included in the submission.

Provide an overview of your company or firm including location, number of staff, and describe all services your company provides. Identify what work, if any, and under what circumstances would be done by a separate contractor. Provide information regarding the company's or firm's relevant experience and qualifications related to the services requested and required criteria. List the

names, addresses, and telephone numbers for four recent references that are familiar with the work your company has completed.

#### V. Selection Process

Submissions will be reviewed by a committee consisting of Town of Vinton staff. The committee may, at its discretion invite finalists for a brief presentation prior to making its final decision. The Town reserves the right to modify the selection process.

#### VI. Award

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitted proposals. Price shall be considered, but need not be the sole determining factor. After the selection, interviews shall be conducted with Offerors selected. Negotiations will commence with the Offeror selected as best suited from the presentations as determined by the Town. If an agreement cannot be reached the next Offeror will be contacted. Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Town of Vinton reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities, and to accept a proposal which is deemed to be in its best interest.

#### VII. Evaluation

These criteria will be utilized in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews and or potential negotiations:

- The perceived ability of the Company to best meet the War Memorial's needs based upon the understanding of the project demonstrated in the Company's response.
- Concept, create and develop special event menus ranging from snacks to full service gourmet dinners.
- Provide comprehensive cost analysis for food and labor pricing.
- Provide necessary equipment and personnel to execute operations.
- Develop marketing to promote, product and the identity of the War Memorial to potential user groups.

- The current workload of the Company and the ability to work cooperatively with War memorial staff in product development and the creation of its “food, beverage and service” brand offered to clients.
- Qualifications and experience of the company and of the individuals who will perform the work.
- Creative display in response.

## General Terms and Conditions

1. **ANTI-DISCRIMINATION:** By submitting their proposals, Contractors certify to the Town 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:** Any contract awarded shall comply fully with all local, state and federal laws and regulations. Any litigation arising from

this contract will be conducted in the Circuit Court of Roanoke County, a court within the Commonwealth of Virginia.

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 Contractor has questions about the specifications or other solicitation documents, the prospective Contractor 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, Contractors 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, Contractors 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. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Contractors 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.

14. 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.

15. 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

## 16. 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 Town 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 Town, 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 Town.

17. 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.

18. QUALIFICATIONS OF CONTRACTORS: The Town of Vinton may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work/furnish the item(s) and the Contractor 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 Contractors physical facilities prior to award to satisfy questions regarding the Contractors capabilities. The Town of Vinton further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Town of Vinton that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

19. SUPREMACY CLAUSE: Notwithstanding any provision in the Contractors response to the contrary, the Contractor agrees that the terms and conditions contained in Town of Vinton's proposal prevail over contrary terms and conditions contained in the Contractors response.

20. 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.

Proposed: Revise catering policy for The Vinton War Memorial:

*Purpose:*

To drive clients towards using turn-key services offered by WM as well as to provide clients with a variety of choices outside WM's services. In house turn-key pricing will provide the WM with an opportunity for higher gross income which will ultimately result in more cash flow and greater opportunity for higher net income to the facility. Turn-key packaging and pricing also facilitates streamlined planning, better service and the opportunity for greater oversight on final product(s) deliverable to clients.

*Proposed Policy:*

The Vinton War Memorial offers turn-key catering packages and pricing through its relationship with caterer(s) chosen via submitted proposals and selection process.

Clients/Renters have the option of hiring caterers not on the recommended list. The fee to hire a non-recommended caterer is proposed at an additional expense of a minimum of \$50.00 or \$1.00 per person over (50) people or flat fees ranging from \$50.00 to \$150.00(to be determined). Non-approved caterers must provide the War Memorial Manager a copy of their current health department certificate, business license and must add the Vinton War Memorial to their insurance policy (no less than \$1,000,000 coverage) and provide a copy.

*Also for Consideration:*

The Vinton War Memorial offer its clients a short list of professional, licensed and insured caterers who can provide anything from light refreshments to formal dinners.

The following is a list of the catering companies we recommend. A "Kitchen Use Fee" of \$50.00 will be charged to all clients and or caterers on the recommended list.

All clients should contact caterers directly for more information regarding pricing, availability and menus.

Recommended caterers are independent entities and are not affiliated with the Town of Vinton. The following caterers are recommended based on the quality and professionalism of their work. The Vinton War Memorial keeps all licenses and insurance on file. The Town of Vinton is not responsible for the caterers and all contracts are the responsibility of the renter and caterer.

*Possible Recommended Caterers*

**Blue Ridge Catering**

522 Salem Ave. SW

Roanoke, VA 24016

540-982-7700

[www.blueridgecatering.net](http://www.blueridgecatering.net)

**Center Stage Catering**

315 Franklin Street

Rocky Mount, VA 24151

540-489-7827

[www.centerstagefood.com](http://www.centerstagefood.com)

**Plantation Creations**

7342 Plantation Road

Roanoke, VA 24019

540-561-0700

[www.plantations-creations.com](http://www.plantations-creations.com)

**Kroger Catering - Bonsack**

3970 Valley Gateway Blvd

Roanoke, VA 24012

540-977-6480 -- 540-354-8363