

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



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

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

**AGENDA**

Consideration of:

- A. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- B. MOMENT OF SILENCE**
- C. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- D. CONSENT AGENDA**
  - 1. Consider approval of minutes for the Council in the Neighborhood meeting of June 18, 2013.
- E. AWARDS, RECOGNITIONS, PRESENTATIONS**
- F. CITIZENS' COMMENTS AND PETITIONS** - This section is reserved for comments and questions for issues not listed on the agenda.
- G. TOWN ATTORNEY**
- H. TOWN MANAGER**

**ITEMS REQUIRING ACTION**

- 1. Consider adoption of a Resolution authorizing the Town Manager to execute an Agreement between the Virginia Department of Housing and Community Development and the Town (Contract #12-31) relating to the CDBG Downtown Revitalization Project grant in the amount of \$700,000.

**BRIEFINGS**

- 1. Update from Brandon Gann, Intern in the Town Manager's Office, on the progress of the Accounting Manual and Town Procurement Policy.

**I. MAYOR**

**J. COUNCIL**

**K. CLOSED MEETING**

1. Request to Convene in Closed Meeting, Pursuant to § 2.2-3711 (A) (1) of the 1950 Code of Virginia, as amended, for the following:
  - a. Discussion or consideration of personnel matters relating to the annual evaluation of the Town Manager.
  - b. Discussion regarding appointments to boards and commissions.

**L. RECONVENE AND ADOPT CERTIFICATION OF CLOSED MEETING**

**M. ADJOURNMENT**

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

July 16, 2013 – 7:00 p.m. – Regular Council Meeting – Council Chambers



## **Town Council Agenda Summary**

### **Meeting Date**

July 2, 2013

### **Department**

Town Clerk

### **Issue**

Consider approval of minutes for the Council in the Neighborhood meeting of June 18, 2013

### **Summary**

None

### **Attachments**

June 18, 2013 minutes

### **Recommendations**

Motion to approve minutes

MINUTES OF A COUNCIL IN THE NEIGHBORHOOD MEETING OF VINTON TOWN COUNCIL HELD AT 6:30 P.M. ON TUESDAY, JUNE 18, 2013, AT THE VINTON MASONIC LODGE, 1017 WASHINGTON AVENUE, VINTON, VIRGINIA.

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

MEMBER ABSENT: Robert R. Altice

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Executive Assistant/Town Clerk  
Elizabeth Dillon, Town Attorney  
Ben Cook, Police Chief  
Mark Vaught, Police Lieutenant  
Glenn Austin, Police Lieutenant  
Christopher Linkous, Fire/EMS Captain  
Joey Hiner, Assistant Public Works Director  
Anita McMillan, Planning & Zoning Director  
Stephanie Dearing, Human Resources Director  
Kevin Kipp, War Memorial Facility Manager  
Brandon Gann, Summer Intern

**The Mayor opened the meeting at 6:30 p.m. and** welcomed everyone in attendance. There were no citizen comments.

**The Mayor called the regular meeting to order at 6:45 p.m.** The Town Clerk called the roll with Council Member Adams, Council Member Hare, Vice Mayor Nance and Mayor Grose present. Council Member Altice was absent.

Roll call

**The Mayor introduced the Moment of Silence and Mr. Hare** led the Pledge of Allegiance to the U.S. Flag.

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

Approved minutes of regular meeting of June 4, 2013

**Vice Mayor Nance read a letter from Chief Cook naming** Sergeant Todd Bailey as Officer for the month of May 2013.

**The next item on the agenda was a Public Hearing to** receive comments regarding 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. Anita McMillan, Planning & Zoning Director, commented that Council was briefed at their June 4<sup>th</sup> work session. On June 13<sup>th</sup>, the Planning Commission had their Public Hearing and requested that the petitioner

agree to two conditions to the SUP—that there will be no more than one work station in the home and no more than two customers on site at any time. Ms. Sloan provided a written statement indicating she has agreed to these conditions. Ms. Mary Beth Layman, a neighbor of Ms. Sloan, attended the Public Hearing and indicated she does not have any problems with the request. Ms. Sloan was present at the meeting. After the staff report, the Mayor opened the Public Hearing at 7:01 p.m. Hearing no comments, the Public Hearing was closed at 7:02 p.m.

Public Hearing opened and closed – no public comments

Concerning the condition of no more than two customers at a time, Mr. Hare asked if anyone waiting with the customer would also be considered a customer. Ms. McMillan responded only if they were also using the services of Ms. Sloan. After additional comments, Vice Mayor Nance made a motion to adopt the Ordinance with an amendment to include only one condition imposed to be “only one work station allowed”; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Nance, Grose; Nays (0) – None; Absent (1) - Altice.

Adopted Ordinance No. 940 approving 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.

**The Town Attorney reported to Council that the Dismissal Order in the Yakama Nation case was received today.**

**The next item was to 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. The Town Manager began by commenting that the amount has been increased by \$20,000 to \$4,260,000 to be sure that we have enough to cover our closing costs on the refinancing side. The recommendation is to finance the new money in the amount of \$2 million with Capital One and refinancing the 2004 series bonds with Carter Bank. Vice Mayor Nance made a motion to adopt the Resolution as revised; the motion was seconded by Mr. Hare and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice.

Adopted Resolution No. 2021 authorizing the issuance of General Obligation Bonds in an aggregate principal amount not to exceed \$4,260,000, and providing for the form, details and payment of the bonds and the refunding of certain prior bonds and authorizing certain related actions.

**The next item was to consider 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.

The Town Manager commented that in November the announcement was made that in principle it was agreed to separate the SPCA and RCACP (the Pound). The Pound is a partnership between Roanoke County, Roanoke City, Botetourt County and the Town of Vinton. The Town's share is approximately 4% which is based on the number of animals on an annual basis that come from the Town that are either owner relinquished or picked up by one of our Police Officers. The Pound is the public safety animal control side of taking care of the Valley's animals. The SPCA's real mission is adoption, spay and neutering and they are in essence a no-kill organization. The Pound does euthanize animals based on certain criteria such as health, behavior associated with poor health and, unfortunately, space constraints. In the past the concern was that the euthanasia rate was too high.

The managers and attorneys of the four localities along with the SPCA have been working together over the past eight months to create an agreement acceptable to all parties. The Pound is one building that is separated by a structural cause-way between the two. Operationally it has now become much more independent, but we share an Executive Director, a Veterinarian, a Behaviorist and numerous volunteers. When we separate the two entities, the Town's share will double from \$40,000 to \$80,000 to include our share of the debt on the building and the operational costs. However, the Pound will now have its own Executive Director, Veterinarian and Behaviorist.

The proposed agreement includes the purchase and sale of the property which is an expected transfer of ownership. The localities currently pay the SPCA their share of the debt. Once the title to the property is transferred, we will still continue to pay the debt. In order to maximize savings through a refinance, we will close in September. The SPCA has agreed to rent the Pound to the localities for one more quarter.

All attorneys' fees will be paid by each respective party. The Town Attorney commented that an access funds account will be divided 50/50 between the SPCA and the Pound according to the current agreement. The reserve accounts and the revenue accounts which total approximately \$900,000 will be transferred to the localities in their entirety.

Roanoke County will serve as the fiscal agent and all the employees at the Pound have already become Roanoke County employees. The actual separation of infrastructure and other related expenses will be shared between the SPCA (35%) and the four localities (65%) based on the estimated business usage of the facilities and infrastructure

documented by the Roanoke City Municipal Auditor. The agreement will be effective July 1st and Roanoke City has already approved. Roanoke and Botetourt Counties will consider at their meetings on June 25th. The Town Attorney further commented that the localities and the SPCA have a right of first refusal for ten years should either side get an offer for the property.

Mr. Hare commented that even though there is extra cost, this should meet the needs of citizens who have asked for a change and the localities are responding in an appropriate manner. The Mayor expressed thanks to the staff, management and attorneys of the localities who have worked so diligently on this matter. We are moving in the right direction with this agreement. He also commented that an increased emphasis on spay and neutering will be valuable to our community and he looks forward to the new administration working toward that goal. The Town Manager further commented that the live release rate of dogs has gone from under 50% to 90% and that is under the SPCA's leadership. Mr. Adams commented on the increase in advertisement over the past several months.

Mr. Hare made a motion to adopt the Resolution as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice.

**The next item was to 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. The Town Manager reviewed the staff report and commented that the only bid received was from Sawyer Paving. Their bid came in over the budgeted amount by \$13,977.18 and the recommendation is to use funds from the Water and Sewer fund to cover the difference. The streets selected are West Virginia Avenue, eastbound lanes from the west Town boundary (at the Tinker Creek Bridge) through the intersection at Pollard; North Preston Road from Ruddell Road to Washington Avenue; 2<sup>nd</sup> Street from Walnut Avenue to Virginia Avenue and Tinker Avenue from 6<sup>th</sup> Street to the Town boundary. Vice Mayor Nance asked if the decrease in the infiltration account would create a shortfall in that area and the response was no. Vice Mayor Nance made a motion to adopt the Resolution as presented; the motion was seconded by Mr. Hare and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0)- None; Absent (1) - Altice.

Adopted Resolution No. 2022 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.

Adopted Resolution No. 2023 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

**The next item was to 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. The Town Manager made comments that the Board allowed us a six-month reprieve to pay this amount. The Police Department has found funds in this year's budget to make this payment. Mr. Hare made a motion to adopt the Resolution as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice.

Adopted Resolution No. 2024 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.

**The Mayor commented on the Vietnam Veterans** Celebration at the War Memorial and expressed appreciation to all those involved in that event. This event begins a three-year celebration of the 50<sup>th</sup> anniversary of the Vietnam War. Mary Beth Layman commented that Colonel John Miller who recently retired from the Army and has relocated back to this area is spearheading this effort in the area. The Mayor further commented that he would like to recognize our Vietnam Veterans at an upcoming Council meeting. The Mayor reminded everyone of the upcoming July 4<sup>th</sup> celebration at the War Memorial.

**Comments from Council Members: Mr. Adams and** Vice Mayor Nance commented on the recent storm and the quick response of Town staff.

**Vice Mayor Nance moved that the regular meeting be** adjourned, the motion was seconded by Mr. Hare and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice. The regular meeting was adjourned at 7:46 p.m.

Regular meeting adjourned

**The work session began at 8:04 p.m. with a briefing** on new catering policy for the War Memorial. The Town Manager commented that one of the goals from the recent Council Retreat related to the Town's subsidy to the War Memorial. Staff was tasked to find new ways to conduct business and generate revenue to help reduce this subsidy to the greatest extent possible. One of the original suggestions was to bring the catering back in-house; however, it was agreed that option was not feasible at this time. The goal for tonight is to review and discuss a new proposal and receive some direction from Council.

Kevin Kipp, Facility Manager, began by commenting that Council has been furnished a draft of an RFP for catering services. The proposal is to solicit one or more caterers who can offer our clients turn-key packages through a strategic partnership or relationship with the War Memorial. Such turn-key packages would include food and beverage as well as other services such as linens, dishes, décor, floral, rental items, etc. We are proposing to revise our current catering policy to cover these turn-key packages as well as provide our clients with more choices.

We are currently providing some turn-key packages, but revising the policy and doing an RFP will allow us to have more oversight of the process and provides a means to streamline what we are currently doing.

Beyond the turn-key packages, we will have a recommended caterers list instead of our current approved list. The recommended caterers will be based on our relationship and our knowledge of what they do and how it relates to the entire product of the War Memorial. Clients will also be allowed to bring in other caterers not on the list.

Mr. Kipp continued reviewing the proposed policy by commenting that we want to establish some fees to cover the use of the facility by a caterer. The proposal is a minimum of \$50 or up to \$1 per person possibly with a cap. We intend to get feedback from the caterers on what they would consider a reasonable fee to charge. All caterers will be required to provide a copy of their current health department certificate, business license and to add the War Memorial to their insurance policy with no less than \$1 million coverage. Those caterers on our recommended list will be charged a \$50.00 kitchen use fee.

The Mayor asked if someone could bring in their own caterer and the response was yes; however, they will pay a fee for the use of the kitchen. He then asked what was meant by developing a special relationship with certain caterers, would there be special pricing for them. Mr. Kipp responded that as we grow and these relationships become stronger there could be opportunity for the War Memorial to provide caterers incentives to bring groups in.

The Mayor then asked when we talk about packaging, is there going to be some flexibility and the response was yes. War Memorial staff will also serve as a consultant for the client to recommend other options to meet their needs.

Vice Mayor Nance asked if we are leaving a lot of money on the table by not doing the catering in-house. Mr. Kipp responded that there is no money to do it at this time. However, if decide to revise the catering policy as suggested and send out the RFP it will bring us a lot closer to being able to look at that option in the future.

Mr. Hare asked how many caterers are on our current approved list and the response was 11. He then asked if they have all paid a \$500 deposit and would we be refunding that deposit. Mr. Kipp responded that for those we keep on the list, he would recommend we keep the \$500 deposit.

Mr. Hare commented that we will essentially have three tiers of caterers, the ones for the turn-key packages, a recommended list and everyone else. He then commented that the fees need to be consistent with every caterer. After other questions regarding the RFP, Mr. Hare asked if we have tested this with other caterers to get their thoughts. The Town Manager responded that it would be beneficial to test the specs in the RFP with some caterers we already have a relationship with.

The Mayor then commented that the biggest complaint he has heard is that the War Memorial does not want to work with a lot of caterers. If we select only three caterers, then we will hear from other caterers. My complaint before was that we had eight caterers and you had to use one of them to have an event at the War Memorial. There has also been a complaint recently that we are only using Teaberry's. Mr. Kipp responded that Teaberry's is the only one that came to the table and was willing to work with the War Memorial in providing services to the client. Every caterer on our list was offered an opportunity to meet with us to discuss providing proposals.

The Town Manager commented that our message had been in the past that we have an approved caterer's list and if you are not on it, you are not going to work with us. Mr. Kipp responded that since he has been at the War Memorial, he has relaxed the policy allowing clients to bring in caterers of their choice. The Mayor then commented that he feels like the emphasis is going to be on the RFP and if we are going to promote only those caterers, then he does not see where this is any different.

In closing, the Town Manager commented that it appears that Council would like to think about what has been presented and possibly regroup in two weeks. The Mayor then commented that if the majority of Council is ready for this, he will support it.

Mr. Kipp said he is not going to sell something that is not in the vested interest of the town and the War Memorial or would jeopardize his reputation and opportunity for further growth within the town system. He cannot say that this is the golden ticket, but the process is working for us now. In two years we may have to revisit again how we do business at the War Memorial. Mr. Hare said he would like to hear Mr. Altice's opinion on the matter since he was instrumental in creating the old policy.

The Work Session was adjourned at 9:21 p.m.

APPROVED:

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Bradley E. Grose, Mayor

ATTEST:

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Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

July 2, 2013

### **Department**

Administration

### **Issue**

Consider adoption of a Resolution authorizing the Town Manager to execute an Agreement between the Virginia Department of Housing and Community Development and the Town (Contract #12-31) relating to the CDBG Downtown Revitalization Project grant in the amount of \$700,000.

### **Summary**

The Town has finally received final approval from DHCD and can execute the Downtown Vinton Revitalization and Economic Development Project, Grant number 12-31. Page two of the contract has the eight (8) deliverables as set forth in the budget. Page 5 of the packet has the Special Conditions as agreed upon by the Town and DHCD. These conditions include allowing the Town \$3,000 refund for expenses prior to the execution of this contract for legal advertising and the amount of money leveraged by the Town (\$1,437,772) in order to receive the \$700,000 from the CDBG Program through the Community Improvement Program.

The General Conditions section goes over the CDBG program rules and procedures that the Grantee must follow in respect to reimbursements, accounting, contractor payroll, that the Grantee is solely responsible for all work done during the project, etc.

The Assurances/Certifications are federal standards that deal with ethics and responsibility of the project. These state that the Grantee is responsible for all federal standards with NEPA, FLSA, Davis-Bacon etc. It also has the anticorruption standards that no political body or person will benefit from the project either through construction or monetarily.

### **Attachments**

Agreement  
Resolution

### **Recommendations**

Motion to adopt Resolution

**AGREEMENT**

This AGREEMENT, entered into as of this **28th day of May, 2013**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and **the Town of Vinton** hereinafter referred to as "GRANTEE."

**WITNESSETH**

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

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

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

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

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

PROJECT TITLE: **Vinton Downtown Revitalization Project**

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

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

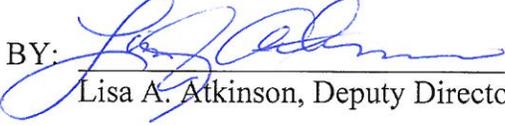
PRODUCT(S):

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

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost under runs or project savings, these costs shall revert to the Department of Housing and Community Development and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT'S ability to be funded initially.
6. The GRANTEE will initiate the PRODUCT(S) required by the CONTRACT DOCUMENTS beginning **May 28, 2013**, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within **24** months of the execution of this AGREEMENT, or more specifically on or before **May 28, 2015**. If the PRODUCTS are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately twenty-one days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.
9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.
  - A. GRANTEE'S CIG Proposal (including revisions);
  - B. AGREEMENT;
  - C. SPECIAL CONDITIONS;
  - D. GENERAL CONDITIONS;
  - E. ASSURANCES;
  - F. AMENDMENTS;
  - G. CIG GRANT MANAGEMENT MANUAL (Those items specified as being required);
  - H. CIG CONTRACT NEGOTIATION RECORD;
  - I. PROJECT MANAGEMENT PLAN;
  - J. PROGRAM INCOME PLAN; and
  - K. ANY PROJECT SPECIFIC PLAN AND/OR PROGRAM DESIGN.

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

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY:  DATE: 6-14-13  
Lisa A. Atkinson, Deputy Director

City of Richmond,  
Commonwealth of Virginia

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

My commission expires: April 30, 2016.

Given under my hand this 14 day of June, 2013.

 7167268  
Notary Public Registration Number



TOWN OF VINTON

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Christopher S. Lawrence, Town Manager

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

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

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

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

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

## SPECIAL CONDITIONS

1. Notwithstanding the effective date of this contract, **March 27, 2013**, eligible administrative expenses not to exceed **\$3,000** incurred prior to this date have been approved for reimbursement. The effective date of this authorization is **December 1, 2012**.
2. A total of \$1,437,772 in leverage funds is committed to this project by the GRANTEE. Sources of funds are as follows:

Town/County (Library Site)	\$1,255,000
Town/County (Façade Improvements)	33,534
Town (Site Rehab)	41,800
Private Match (Facades)	87,838
Local	15,000
Foundation of Roanoke Valley	4,600

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

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

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

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ASSURANCES/CERTIFICATIONS

The GRANTEE hereby assures and certifies that:

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**RESOLUTION NO.**

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

**WHEREAS**, the Town of Vinton is participating in the Department of Housing and Community Development's Community Development Block Grant (CDBG) Program through the Virginia Department of Housing and Community Development for a \$700,000 Downtown Revitalization and Economic Development Project, Grant number 12-31; and

**WHEREAS**, as part of the CDBG Grant Program, the Town is required to execute an Agreement between the Virginia Department of Housing and Community Development and the Town (Contract #12-31); and

**WHEREAS**, the Town of Vinton has met all of the pre-contract requirements of DHCD and HUD for the execution of the Town of Vinton Downtown Revitalization and Economic Development Project, Grant number 12-31; and

**WHEREAS**, the Town of Vinton and DHCD have agreed on all of the contract deliverables, budget, special conditions and general conditions; and

**WHEREAS**, the Town of Vinton Downtown Revitalization and Economic Development Project, Grant number 12-31, will have a duration of 24 months.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby authorize the Town Manager to execute the Agreement and any other necessary documents which shall be in a form approved by the Town Attorney.

This resolution adopted on motion made by Council Member \_\_\_\_\_, 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**

July 2, 2013

### **Department**

Administration

### **Issue**

Update from Brandon Gann, Intern in the Town Manager's Office, on the progress of the Accounting Manual and the Town's Procurement Policy

### **Summary**

This summer has been a tremendous learning experience thus far. For my major projects I have been able to get a significant amount completed up to this point.

#### **Accounting Procedures Manual**

I have been tasked with drafting an "Accounting Procedures Manual" as it has been a concern expressed by auditors in recent years. I have not found any local governments that have successfully created a document quite like this. The process began with gathering a lot of information from within the Finance Department and compiling it into a procedure format.

Having the manual will be important for the department as each employee has different jobs and responsibilities. If one person is out then the entire department is at a disadvantage, but having the procedures written down into a manual that employees can reference will help to relieve some of the stress. The manual will also be incredibly important for new employees as it guides them through the day-to-day processes for the finance department. As it stands right now the manual is roughly 70% complete. Having a bulk of the manual done will allow me to make corrections as I continue to work out my internship hopefully producing a finished draft by the end.

#### **Town's Procurement Policy**

Another project I have been working on is a revision of the Town's procurement policy. My status on this project is close to being completed as I have already found a recommendation for Vinton's policy. As it stands the Procurement Policy for Vinton was adopted in 1997 with very

few changes occurring through the years except for small changes to bring it up to Code. In Virginia, the state has a procurement policy that outlines the procedures localities must follow when making purchases. A locality can be more restrictive than the State's policy but they cannot be less restrictive than the state policy.

In addition to working on these two main projects, I have been able to learn so much more about the life in local government management. I have had the opportunity to attend meetings with Mr. Lawrence, such as the, RVARC meeting, Roanoke Regional Commission, and RVTV to name a few. I have had the opportunity to participate in scoring RFPs for branding and Architecture/Engineering services. Up to this point in my internship I have been able to meet the nexus of theory and practice by being able to use some of the knowledge I have gained in classes through my MPA program and my Local Government Manager Certificate studies.

I have also had the opportunity to shadow in some of the departments. So far, I have been on two ride-alongs with the Police Department. In the weeks ahead, I plan to shadow with the Public Works Department and the Vinton War Memorial. These opportunities have opened my eyes up to the wide range of activities and daily job functions of a local government. Time management, project management, policy review and recommendations, and public speaking skills are just a few of the skills this internship will help me improve on.

This internship has challenged me and had has made me step outside of my comfort zone. Stepping outside of my comfort zone was not easy at first but I realize that outside of it is where my true growth will occur. Having been here for little over a month I have learned so much about the job and much more about the career. I will continue to strive for excellence as I complete my internship and will continue to take advantage of every opportunity afforded to me during this time because I know they will be of great benefit to me in my career plans for the future. I could not have asked for a more perfect opportunity as a student who is passionate about local government.

### **Attachments**

None

### **Recommendations**

No action required



## **Town Council Agenda Summary**

### **Meeting Date**

July 2, 2013

### **Department**

Council

### **Issue**

Request to Convene in Closed Meeting, Pursuant to § 2.2-3711 (A) (1) of the 1950 Code of Virginia, as amended, for the following:

- a. Discussion or consideration of personnel matters relating to the annual evaluation of the Town Manager.
- b. Discussion regarding appointments to boards and commissions.

### **Summary**

None

### **Attachments**

Certification of Closed Meeting

### **Recommendations**

Reconvene and adopt Certification of Closed Meeting

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

**CERTIFICATION THAT A CLOSED MEETING WAS HELD  
IN CONFORMITY WITH THE CODE OF VIRGINIA**

**WHEREAS,** the Town Council of the Town of Vinton, Virginia has convened a closed meeting on this date, pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and,

**WHEREAS,** Section 2.2-3712 of the Code of Virginia requires a certification by the Vinton Town Council that such closed meeting was conducted in conformity with Virginia Law.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council hereby certifies that to the best of each member's knowledge:

1. Only public business matters lawfully exempted from opening meeting requirements by Virginia law were discussed in the closed meeting to which this certification applies; and
2. Only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Town Council.

Motion made by Council Member \_\_\_\_\_, and seconded by Council Member \_\_\_\_\_, with all in favor.

AYES:

NAYS:

\_\_\_\_\_  
Clerk of Council