

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 16, 2013**

## **AGENDA**

Consideration of:

**A. 6:00 p.m. - WORK SESSION**

1. Briefing on Western Virginia Regional Industrial Facility Authority.
2. Briefing on regional broadband initiative.

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

**C. MOMENT OF SILENCE**

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

**E. CONSENT AGENDA**

1. Consider approval of minutes for the regular Council meeting of July 2, 2013.
2. Consider approval of a cost of living increase for the Town Manager in the amount of 1.5%.

**F. AWARDS, RECOGNITIONS, PRESENTATIONS**

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

**H. TOWN ATTORNEY**

**I. TOWN MANAGER**

**ITEMS REQUIRING ACTION**

1. Consider adoption of a Resolution authorizing the Town Manager to execute two Memorandums of Understanding (MOUs) between Roanoke County Board of Supervisors and the Vinton Town Council for providing Stormwater Management Plan Review Services and Stormwater Management Facilities Post-construction Inspection Services to the Town.
2. Consider adoption of a Resolution authorizing the Town Manager to execute a Programmatic Project Administration Agreement with the Virginia Department of Transportation (VDOT) and other applicable documents necessary for Glade Creek Greenway Project.
3. Consider adoption of a Resolution re-appropriating \$3,000.00 received from the Foundation for Roanoke Valley and \$500.00 received from Member One to utilize for implementation of a SNAP/EBT program at the Vinton Farmers' Market.
4. Consider adoption of a Resolution appropriating \$1,500.00 to the Special Programs expenditure account for reimbursement of Vinton Farmers' Market vendors for SNAP and debit token purchases as detailed in the current budget to properly reflect the source of funds for this expense.
5. Consider adoption of a Resolution authorizing the payment of \$20,000 as the Town's portion of the \$60,000.00 payment required for the early termination of the lease between the County of Roanoke and B. Wayne Dunman and Rebecca J. Dunman for property located at 304 Pollard Street, the site of the new Vinton Library branch.
6. Consider approval of the renewal of the Memorandum of Understanding dated June 6, 2010 between the Town and Roanoke County for Emergency 911 services.

**UPDATE ON OLD BUSINESS**

**J. MAYOR**

**K. COUNCIL**

**L. ADJOURNMENT**

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

**NEXT TOWN COUNCIL MEETING:**

- August 6, 2013 – **No regular meeting** – Council will participate in National Night Out at the Vinton Farmer’s Market.

**UPCOMING COMMUNITY MEETINGS:**

- August 6, 2013 - 6:00 p.m. – **National Night Out** – Vinton Farmer’s Market, 204 West Lee Avenue (no regular Council Meeting)
- August 15, 2013 – 7:00 p.m. – **Roanoke County Library Design Third Public Meeting** – Vinton War Memorial



## **Town Council Agenda Summary**

### **Meeting Date**

July 16, 2013

### **Department**

Administration

### **Issue**

Briefing on Western Virginia Regional Industrial Facility Authority.

### **Summary**

On February 28, 2013, Roanoke County hosted along with seven localities a community presentation on an assessment of the region's industrial assets to meet tomorrow's economic demands. The key conclusion was our region has no large industrial product to market. This would be defined as 100-acres or great lots for development. A recommendation was made to create a regional task force to evaluate and propose a way to move forward to meet this void.

At the subsequent Town Council meeting held on March 5, 2013, Town Council directed the Town Manager to participate in a task force to develop a framework for how to proceed. To this end, the area managers and administrators along with staff from the Roanoke Regional Partnership (RRP) have met monthly. Our recommendation is to create an authority including the member jurisdictions who wish to participate. Once created, the authority would contract with the RRP met to serve as staff and begin a formal study to identify sites that would meet the demand for 100-acre+ sites to develop.

An important aspect of this authority is the creation of participation committees. These committees would include participants that wish to proceed with the development of a site. Not all members are required to participate nor share in the costs and revenues of a specific project. The advantage to this is that if a project is determined not to be advantageous for a participant to invest in, they do not. Therefore, if Vinton choose not to participate in a project we would not bear the cost of said development.

As proposed to date, the following localities are considering membership to the authority: The Counties of Roanoke, Botetourt, Franklin, and Montgomery, the Cities of Salem and Roanoke, and the Town of Vinton.

Each locality will be presenting the proposal to their respective elected bodies over the next month with a goal of approval by the end of August 2013.

**Attachments**

Draft of By-laws of the Western Virginia Regional Industrial Facility Authority

**Alternatives:**

Participate in Authority

Do not participate in Authority

**Recommendation**

Schedule action for August 20, 2013 Council meeting

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**By-laws of the  
Western Virginia Regional Industrial Facility Authority  
Adopted: Month, Day, 2013**

## **Article I. Purpose**

The Western Virginia Industrial Facility Authority (the "Authority") has been created by the member partners pursuant and shall be organized and operated in accordance with Title 15.2, Chapter 64 of the Code of Virginia, 1950, as amended, also known as the Virginia Regional Industrial Facilities Act (the "Act") as the same may be amended from time to time.

The Partner Localities agree that this Authority has been established for the following purpose and function:

1. The Partner localities agree that the economy of the Western Virginia Industrial Facility Authority area has not kept pace with those of the rest of the Commonwealth. The respective individual Partner localities may lack the financial resources to assist in the development of economic development projects and the creation of the Authority provides a mechanism for the Partners to cooperate in the development of facilities which will assist the region in overcoming this barrier to economic growth.
2. The exercise of the power granted by the Act shall be in all aspects for the benefit of the inhabitants of the region for their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity.
3. The Act provides the seven Partners with many powers by which the Partners may interact as one body or as individual participating groups consisting of one or more Partners of the Authority which the members believe will give each local government an opportunity to establish successful partnerships for the development of economic projects which will serve the region.

## **Article II. Membership**

The Partners participating in this Authority are:

Botetourt County, Virginia  
Montgomery County, Virginia  
Roanoke City, Virginia  
Town of Vinton, Virginia

Franklin County, Virginia  
Roanoke County, Virginia  
Salem City, Virginia

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## Article III. Authority Board

All powers, right and duties conferred by the Act, or other provisions of law, upon the Authority shall be exercise by a Board of Directors. The Board of Directors shall consist of two members from each partner locality. The governing body of each partner locality shall appoint two members to the Board of Directors. Any person who is a resident of the appointing partner locality may be appointed to the Board of Directors. Each member of the Board of Directors shall serve for a term of four years and may be reappointed for as many terms as the governing body desires. During the establishment of the Authority, the Partner localities agree to stager terms. Each governing body shall appoint their initial members for two and four year terms. After the initial appointment of the members, each member shall serve four year terms. If a vacancy occurs by reason of death, disqualification or resignation, the governing body of the partner locality that appointed the Authority board member shall appoint a successor to fill the unexpired term.

The governing body may appoint up to two alternate board members. Alternates shall be selected in the same manner as board members, and may serve as an alternate for either board member from the member locality that appoints the alternate. Alternates shall be appointed for terms that coincide with one or more of the Board members from the Partner locality that appoints the alternate. If a board member is not present at a meeting of the Authority, the alternate shall have all the voting and other rights of the board member not present and shall be counted for purpose of determining a quorum.

Each member of the Authority before entering upon the discharge of the duties of his office shall take and subscribe to the oath prescribed in Section 49-1, Code of Virginia, 1950, as amended.

A quorum shall exist when a majority of the member localities are represented by at least one member of the board. The affirmative vote of a quorum of the board shall be necessary for any action taken by the board. No vacancy in the membership of the board shall impair the right of a quorum to exercise all rights and perform all duties of the board. The board shall determine the times and places of its regular meetings, which may be adjourned or continued without further public notices, from day to day or from time to time or from place to place, but not beyond the time fixed for the next regular meeting, until the business before the board is completed.

Board special meetings shall be held when requested by members of the board representing two or more partner localities. A request for a special meeting shall be in writing, and the request shall specify the time and place of the meeting and the matters to be considered at the meeting. A reasonable effort shall be made to provide each member with notice of any special meeting. No matter not specified in the notice shall be considered at such special meeting, unless all the members of the board are present. Special meetings may be adjourned or continued, without further public notice,

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from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the board is completed.

The Board shall elect from its membership a chairman, vice chairman and treasurer for each calendar year. The Board may also appoint an executive director and staff who shall discharge such functions as may be directed by the Board. The executive director and staff may be paid from funds received by the Authority.

No member of the Board shall receive compensation. All members of the Board may be reimbursed for their actual approved expenses incurred in the performance of their duties in the work of the Authority. Before any member shall receive reimbursement for any expenses, the Chairman, or Vice Chairman and/or the Treasurer shall pre approve such expenses.

The Board promptly following the close of the fiscal year (July 1 thru June 30), shall submit an annual report of the Authority's activities of the preceding year to the Partner localities governing body. The Annual Report shall set forth a complete operating and financial statement covering the operation of the Authority during such reporting year.

The Board may establish dues or other annual financial fees as may be approved by all Partner localities.

## **Article IV. Office of the Authority**

The Act requires the Authority to maintain a principle office within a member locality. The Western Virginia Regional Industrial Facility Authority offices during establishment of this Authority and until otherwise amended by the membership of the Authority shall be located within the offices of the Roanoke Regional Partnership, 111 Franklin Road, SE, Roanoke, VA 24011, or any other offices as may be established to serve the Roanoke Regional Partnership and is located within one of the Partner localities. The Act requires that all records shall be kept at the designated office. The financial and operating records, including the Authority's minutes, shall be open and available for inspection as required by the Virginia Freedom of Information Act, Section 2.2-3700, Code of Virginia, as amended.

## **Article V. Powers of the Authority**

The Authority is vested with the powers of a body corporate, including the powers to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient.

The Authority shall be vested with all powers and duties enumerated in Section 15.2-6405. Powers of the Authority:

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1. Adopt bylaws, rules and regulations to carry out the provisions of this chapter.
2. Employ, either as regular employees or as independent contractors, consultants, engineers, architects, accountants, attorneys, financial experts, construction experts and personnel, superintendents, managers and other professional personnel, personnel, and agents as may be necessary in the judgment of the authority, and fix their compensation.
3. Determine the location of, develop, establish, construct, erect, repair, remodel, add to, extend, improve, equip, operate, regulate, and maintain facilities to the extent necessary or convenient to accomplish the purposes of the Authority.
4. Acquire, own, hold, lease, use, sell, encumber, transfer, or dispose of, in its own name, any real or personal property or interest therein.
5. Invest and reinvest funds of the authority.
6. Enter into contracts of any kind, and execute all instruments necessary or convenient with respect to its carrying out the powers of the Act to accomplish the purpose of the Authority.
7. Expend such funds as may be available to the Authority for the purpose of developing facilities, including but not limited to (i) purchasing real estate; (ii) grading sites; (iii) improving, replacing and extending water, sewer, natural gas, electrical and other utility lines; (iv) constructing, rehabilitating, and expanding buildings; (v) constructing parking facilities; (vi) constructing access roads, streets, and rail lines; (vii) purchasing or leasing machinery and tools; and (viii) making any other improvements deemed necessary by the Authority to meet its objectives.
8. Fix and revise from time to time and charge and collect rates, rents, fees, or other charges for the use of the facilities or for services rendered on connection with the facilities.
9. Borrow money from any source for any valid purpose, including working capital for its operations, reserve funds, or interest, mortgage, pledge, or otherwise encumber the property or funds of the Authority, and contract with or engage the services of any person in connection with any financing, including financial institutions, issuers of letter of credit, or insurers.
10. Issue bonds under this chapter.
11. Accept funds and property from the Commonwealth, person, counties, cities, and towns and use the same for any of the purposes for which the authority is created.

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12 Apply for and accept grants or loans of money or other property from any federal agency for any of the purposes authorized in this chapter and expend or use the same in accordance with the directions and requirements attached thereto or imposed thereon by any such federal agency.

13. Make loans or grants to, and enter into cooperative arrangements with, any person, partnership, association, corporation, business or governmental entity in furtherance of the purpose of this chapter, for the purposes of promoting economic and workforce development, provided that such loans or grants shall be made only from revenues of the authority that have not been pledged or assigned for the payment of any of the authority's bonds, and to enter into such contracts, instruments and agreements as may be expedient to provide for such loans, and any security therefor. The work "revenues" as used includes grants, loans, funds and property, as enumerated herein.

14. Enter into agreements with any other political subdivision of the Commonwealth for joint or cooperative actions in accordance with Section 15.2-1300, Code of Virginia, 1950 as amended.

15. Do all things necessary or convenient to carry out the purposes of this chapter.

## **Article VI. Donations to authority; remittance of tax revenue.**

A. Partner localities are hereby authorized to lend, or donate money or other property to an authority for any of its purposes. The partner locality making the grant or loan may restrict the use of such grants or loans to a specific facility owned by the authority, within or without that partner locality.

B. The governing body of the partner locality in which a facility owned by an authority is located may direct, by resolution or ordinance that all tax revenues collected with respect to the facility shall be remitted to the authority. Such revenues may be used for the payment of debt service on bonds of the authority and other obligations of the authority incurred with respect to such facility. The action of such governing body shall not constitute a pledge of the credit or taxing power of such locality.

## **Article VII. Revenue Sharing Agreements**

Notwithstanding the requirements of Chapter 34 (Section 15.2-3400 et seq.) the partner localities may agree to a revenue and economic growth sharing arrangement with respect to tax revenues and other income and revenues generated by any facility owned by this authority. The obligations of the parties to any such agreement shall not be construed to be debt within the meaning of Articles VII, Section 10 of the Constitution of Virginia. Any such agreement shall be approved by a majority (unanimous) vote of the governing bodies of the partner localities reaching such an agreement, but shall not require any other approval.

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## **Article VIII. Bond Issues**

The authority may at any time and from time issue bonds for any valid purpose, including the establishment of reserves and the payment of interest. According to the Act, “bonds” includes notes of any kind, interim certificates, refunding bonds or any other evidence of obligation. Any such bonds issues pursuant to the Act shall comply with all terms and conditions identified in Section 15.2-6409, 15.2-6410, 15.2-6411 and 15.2-6412.

## **Article IX. Dissolution of authority**

Any partner locality of the authority may withdraw from the authority (i) upon dissolution of the authority as set forth herein, or (ii) with the majority approval of all other members of such authority, upon a resolution adopted by the governing body of a partner locality and after satisfaction of such partner locality’s legal obligations, including repayment of its portion of any debt incurred, with regard to the authority, or after making contractual provisions for the repayment of its portion of any debt incurred, with regards to the authority, as well as pledging to pay general dues for operation of the authority for the current and succeeding fiscal year following the effective date of withdrawal.

No partner seeking withdrawal shall retain, without the consent of a majority of the remaining members, any rights to contributions made by such partner, to any property held by such authority or to any revenue sharing as allowed by the Act.

Upon withdrawal, the withdrawing partner shall also return to the authority any dues or other contributions refunded to such member during its membership in the authority. Whenever the Board determines that the purpose for which the authority was created has been substantially fulfilled or is impractical or impossible to accomplish and that all obligations incurred by the authority have been paid or that cash or sufficient amount of approved securities has been deposited for their repayment, or provisions satisfactory for the timely payment of all its outstanding obligations have been arranged, the board may adopt resolutions declaring and finding that the authority shall be dissolved.

Appropriate attested copies of such resolutions shall be delivered to the Governor so that legislation dissolving such authority may be introduced in the General Assembly. The dissolution of an authority shall become effective according to the terms of such legislation. The title to all funds and other property owned by the authority at the time of such dissolution shall vest in the member localities which have contributed to the authority in proportion to their respective contributions.

## **Article X. Amendment of the By-Laws**

These By-Laws may be amended or repealed and new By-Laws adopted at any meeting of the Board by a super majority vote of the Board so long as notice of this proposed amendment or repeal is contained in the notice of the meeting.



## **Town Council Agenda Summary**

### **Meeting Date**

July 16, 2013

### **Department**

Administration

### **Issue**

Briefing on regional broadband initiative.

### **Summary**

Victor Iannello, Sam English, and William Fralin have provided leadership through the private sector to highlight the importance of pursuing the enhancement of broadband services and access to the internet for the Roanoke Valley. A study was completed in partnership with private sector companies, regional governments, and the Roanoke Valley Alleghany Regional Commission. The study, completed by Andrew Cohill, President of Design Nine, is available online through the Commission. The summary recommendations of the report are attached to this staff report.

The report found: "The Roanoke Region is lagging behind other communities when it comes to its fiber optic network, and it needs to take action."

The main challenges identified by the Design Nine study were:

1. **Accessibility:** There are many areas of the region which have limited or no access to broadband service
2. **Affordability:** There is virtually no competition among providers which drives up the cost.
3. **Reliability:** There is no fully redundant fiber ring in the region, meaning that if a fiber line gets cut there is no way to re-route service and keep customers working. For businesses this is critical.
4. **Speed:** Businesses need faster access speeds that will allow them to work from there offices in the valley with companies and customers anywhere in the world.

"These challenges may seem technical said Andrew Cohill, President of Design Nine, authors of the study, but the bottom line is that the Roanoke region lacks a robust fiber backbone to carry it into the 21st century. If we don't move now, we will be left on the side of the information super highway."

Using the study, the task force has identified three primary areas that need to be addressed:

1. Develop local government policies and cooperative agreements that expand the infrastructure of broadband throughout the region.
2. Improve the availability of low-cost broadband for residents and business throughout the region.
3. Explore the need and economic feasibility of one or more data centers in the region.

The Task Force's representatives recommended the creation of a Wireless Authority to assist in implementing the recommendations and to move the Valley forward. The Wireless Authorities Act was established to help promote better public/private cooperation and planning in development of fiber.

### **Fiscal Impact**

At this time, a cost estimate for participation in these discussions is unknown. Staff anticipates that during the ongoing discussions, it may be necessary for the participating parties to share in the cost for staff/consultants which may be necessary to assist in moving forward the draft recommendations. The cost should be less than \$10,000/year, if the number of participating local governments includes or exceeds three or more.

The other fiscal impact is tied to who shares in the expenses of any capital investment for broadband. As proposed, all participants would be responsible for a proportional share of the capital investment. Regardless of where the broadband is installed and its respective service area, the town would pay a portion. This is completely unknown at this point. It is important to note that if a project is identified in east Roanoke County or within the Town of Vinton, we still have the ability to partner with the Authority to fund and carry out the project. This would be through a separate agreement with Roanoke County as a member of the authority. However, in this case, we would only fund a project within our immediate service area or one that benefits the Town.

Based on the most recent information, the following governments plan to proceed with creating the broadband authority: Roanoke County, Roanoke City, Salem City, and Botetourt County.

### **Attachments**

Roanoke Valley Broadband /Fiber Taskforce Recommendations

### **Staff Recommendation**

It is my recommendation that the Town of Vinton not participate in the process of creating and being a member of a Wireless Authority. We are still able to participate in efforts through Roanoke County however; we would not be responsible for expenses not directly related to a project in our area. Although the town is a strong advocate and supporter of regional cooperation, specifically for the efforts of extending broadband, as a member we will be obligated and our tax payers to unknown projects and expenses. Our budget is strong and based on conservative forecasting, however, I believe the overall needs of our community will require the majority of any new funding.

Recommendations  
Roanoke Valley Broadband/Fiber Taskforce

Whereas we believe that the use and importance of the internet will grow, and the Roanoke Valley and the New River Valley region need to develop a plan that addresses our current and future needs in order to accelerate the growth of our regional economy and attract new residents. To this end, we recognize that access to high speed, reasonably-priced internet services will enable:

- Business communities to be better positioned to incubate, attract, retain, and grow companies
- Educational institutions to be better equipped to prepare our students to enter the workforce
- Residential communities to improve the quality and variety of In-home entertainment options and to improve the economic viability of home-based businesses

In order to meet these objectives, we identify the following needs and associated action items:

Need: Develop local government policies and cooperative agreements that expand the infrastructure of broadband throughout the region.

Actions:

- Identify and reach out to large companies, institutions and broadband users to broaden stakeholder support.
- Develop a master plan for construction and operation of a high speed, redundant, Regional Network Ring with connection to the Mid Atlantic Broadband Communities Corporation (MBC) and/or Citizens Telephone Cooperative. The network should reach schools, industrial parks, large employers, and other economic centers.
- Develop cooperative agreements for localities with technical specifications and commercial terms for operating the network and for exchanging data across jurisdictional boundaries.
- Develop and Implement "dig-once" requirements for construction projects, including the placement of open-access conduit for optical fiber cable.
- Explore the creation of policies and/or agreements with Carilion Clinic and Virginia Tech for open-access to high speed Internet in their adjacent communities.
- Work with the New River Valley and other adjacent communities that are supporting existing broadband/fiber deployments.
- Identify the benefits and process of creating a more formal broadband committee structure or broadband authority to create assist with policy development, infrastructure development, partnership agreements, and asset ownership.
- Provide support to the City of Salem in any efforts to expand their fiber network through the Salem Electric Department.
- Communicate broadband related activities and technology to the public in a clear and efficient manner.

Need: Improve the availability of low-cost broadband for residents and business throughout the region.

Actions:

- Encourage the rapid deployment of DOCSIS 3.0 by cable operators in the region to increase the bandwidth at an affordable cost to cable subscribers.
- Streamline permitting of towers for Long Term Evolution (LTE), marketed as 4G LTE, to increase the availability of wire-less broadband, with emphasis on rural parts of the region.
- Promote open-access to the Regional Network Ring to other broadband providers to encourage competitive and diverse offerings of internet services in the region.
- Work with Virginia Tech, CIT, the Western Virginia Water Authority and other entities to conduct a vertical asset inventory relating to wireless technology deployment.
- Identify wireless opportunities and partnerships to provide broadband opportunities to underserved areas.
- Work with existing providers to streamline regulations/permitting and encourage affordable service options.
- As the broadband market changes and bandwidth demand increases, consider development of an RFI, with assistance from Virginia CIT, for an open access fiber-to-the-home (FTTH) network. Advertise the RFI nationally and carefully examine the viability of such a network in the Roanoke Valley.

Need: Explore the need and economic feasibility of one or more data centers in the region

- Research the development and operation requirements of a data center, to establish the benefits for the Roanoke Valley. Assess the value of a data center for recruiting new businesses to the region and for incubating new businesses, as well as support for existing businesses and institutions.
- Survey potential users of data centers, including local governments, state agencies, educational institutions, and existing businesses, and assess their collective needs and potential partnerships.
- Develop a preliminary business plan for the data center to assess its economic feasibility.
- Concurrently identify site requirements and/or potential sites for a data center.



## **Town Council Agenda Summary**

### **Meeting Date**

July 16, 2013

### **Department**

Town Clerk/Council

### **Issue**

1. Consider approval of minutes for the regular Council meeting of July 2, 2013.
2. Consider approval of a cost of living increase for the Town Manager in the amount of 1.5%.

### **Summary**

None

### **Attachments**

July 2, 2013 minutes

### **Recommendations**

Motion to approve consent agenda

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, JULY 2, 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  
Joey Hiner, Assistant Public Works Director  
Brandon Gann, Summer Intern

**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, Vice Mayor Nance, and Mayor Grose present. Council Member Hare was not present for the roll call. After a Moment of Silence, Mr. Adams 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 Vice Mayor Nance and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Nance, Grose; Nays (0) – None; Absent (1) - Hare.

Approved minutes of the June 18, 2013 Council in the Neighborhood meeting

**Mr. Hare arrived at the meeting at 7:05 p.m.**

**Under citizen's comments and petitions, Roger Overstreet** of 725 South Pollard Street commented that he had received a letter from Karla Turman on June 21<sup>st</sup> regarding tires and untagged cars that he uses for parts that are in the back of his business. The letter indicated that he needed to move those items or screen in the property. An earlier letter that he received from Ms. Turman stated that his business is grandfathered to the pre-1995 Code and he understood that meant he did not need to screen his property. He has been doing the same business on that property for six years.

Mr. Overstreet further commented that he feels like the reason this letter was sent was because he recently complained about a sign belonging to Mr. Gross who operates the business behind his. His complaint was that the sign blocks the view when you come through the alley and are trying to make a right turn. The Planning

Department issued a permit for Mr. Gross to place his sign there. Mr. Altice asked if the sign is on the Town's, Mr. Overstreet's or Mr. Gross' property and Mr. Overstreet responded it is on the Town's right-of-way. He was told that it is grandfathered because it has been there for many years. Comments were made that if it is creating a hazard, something needs to be done about it.

Mr. Overstreet indicated that he had asked Ms. Turman for a list of everybody who has ever had a complaint about him and the only complaints are from Mr. Gross about his cars and one from a Mr. Rogers who said he was dumping gas and oil on the road, which DEQ investigated and said, was not true. He just wants to be able to operate his business without being harassed.

After additional comments from Council, the Town Manager stated that he had met with Mr. Overstreet earlier in the day and told him that he would meet with Anita McMillan and review the 1995 Code and the current Code to see exactly what was grandfathered. He also commented that they would also review and address the issue of the sign.

The Mayor commented that Council needs more information and he is confident that the Town Manager and the Planning Department will review the issues and recommend a reasonable solution. Vice Mayor Nance commented that Ms. Turman is not instigating any of the investigations, but they are based on complaints she is receiving. We want to enforce our Code, but we also want to be good to our neighbors and our businesses. We need our businesses to be good to each other as well. Mr. Hare asked if after a review of these issues, if there is a need for changes like a Special Use Permit, will staff make those recommendations and the Town Manager responded yes.

**The next item on the agenda was to 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. Mr. Spitzer commented that he has reviewed the Agreement and it includes the eight requirements that we have agreed to along with a breakdown of the Town's share for each category. The Town Manager commented that once the Agreement has been approved and signed, we are obligated to fulfill the obligations of the Agreement within 24 months. We are on track at this point. We also plan to communicate very clearly with the

businesses that will be impacted by the construction and different aspects of the project to make sure they are aware of what is going on and who to contact if there are issues. The Mayor asked when we might go out to bid regarding the lighting. Mr. Spitzer commented that he will be meeting with AEP again next week to go over more specifics regarding what lighting they can provide and the difference in cost between the Town owning the lights or leasing them from AEP. A small committee has also been created to select some lighting choices. Also, we are working with Hill Studio to get the bid documents ready to hopefully go out this month to solicit for contractors for the facades. Vice Mayor Nance made a motion to adopt the Resolution 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.

Adopted Resolution No. 2025 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.

**The next item on the agenda was an update from Brandon Gann, Intern in the Town Manager’s Office, on the progress of the Accounting Manual and Town Procurement Policy.** Mr. Gann began with comments regarding the Accounting Manual. The auditors have expressed concern over the past few years that we should have an Accounting Procedures Manual. With the assistance of the Finance staff, he has completed a first draft of the manual which is currently being reviewed.

Regarding the procurement policy, the Town’s current policy was adopted in 1997 with no material changes having occurred since then. Mr. Gann then explained that while a locality can be more restrictive in its financial standards in a procurement policy, his research has found that many localities have adopted the State Code as their Code and that is his recommendation.

Mr. Gann further commented that he has completed a skate park survey of surrounding localities which included capital infrastructure, risk management, budgets, operations and management policies, and assessing the impacts this type of public recreation facility can have on a community. He has also researched attendance policies for committees and how they can affect efficiency and effectiveness.

Mr. Gann indicated that he has had the opportunity to be introduced to the RFP process by participating in the interview process. He has spent some time in the Planning Department, Police Department and hopes to be able to shadow more in the Planning Department,

Fire & EMS and in the Public Works Department. He expressed his appreciation for being able to do this Internship with the Town and to learn aspects of local government that you cannot get from just classroom experience.

Mr. Hare asked if he felt that the work done so far on the Accounting Manual is within the sphere of the expectations of the auditors. Mr. Gann responded that the manual will allow any new employees as well as current employees in the absence of another employee to be able to handle any function of the department. There is an appendix section that gives step by step directives and the main part of the manual has general procedure and policy information. The manual will be in a three-ring binder with different sections so updates can be made without having to reprint the entire manual.

Mr. Hare asked if our current procurement policy was more restrictive than the State Code and the response was yes. The Town Manager commented that our current policy provides that any procurement over \$20,000 has to come to Council for approval. According to the State Code maximum amount of \$100,000, if Council has already approved the funds in the budget for items under \$100,000, it does not require additional Council action. The decision to be made is whether we fully adopt the State Code or do we want to be more restrictive. A formal detailed recommendation will be brought back to Council for consideration in August.

The Mayor commented that he has heard great comments from staff regarding Mr. Gann and it has been a pleasure to work with him.

**The Town Manager reminded everyone of the July 4<sup>th</sup> event at the War Memorial.**

**The Mayor also commented on the July 4<sup>th</sup> event.** He also commented that on June 25<sup>th</sup> the Roanoke County Board of Supervisors did approve the financing for the Vinton Branch Library and wants to express his thanks and offer the support of the Town on this project. There will be one more public meeting regarding the library design. The Town Manager commented that they are looking at two dates in August.

**Comments from Council Members: Mr. Hare, Vice Mayor Nance and Mr. Adams commented on the opening of the Glenvar Library branch on July 1<sup>st</sup> and**

the progress being made towards the future Vinton branch. Mr. Hare is glad to see Roanoke City moving forward with their stormwater management program which should help the process for the other localities. Vice Mayor Nance commented on Dan Vance, a long-time resident of the Town, who was active in local sports, is moving to Indiana and he will be truly missed.

**Vice Mayor Nance made a motion that Council go** into a Closed Meeting pursuant to § 2.2-3711 A (1) of the 1950 Code of Virginia, as amended, for discussion or consideration of personnel matters relating to the annual evaluation of the Town Manager and discussion regarding appointments to boards and commissions. The motion was seconded by Mr. Hare 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. Council went into Closed Meeting at 7:49 p.m.

At 10:48 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Mr. Hare, 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.

Certification of Closed Meeting

Mr. Hare made a motion that the meeting be adjourned, 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. The meeting was adjourned at 10:50 p.m.

APPROVED:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

July 16, 2013

### **Department**

Planning and Zoning

### **Issue**

Consider adoption of a Resolution authorizing the Town Manager to execute two Memorandums of Understanding (MOUs) between Roanoke County Board of Supervisors and the Vinton Town Council for providing Stormwater Management Plan Review Services and Stormwater Management Facilities Post-construction Inspection Services to the Town.

### **Summary**

Beginning in March 2003, the Town began having to use private engineering firms to review development plans for stormwater management regulations for quantity and quality compliance. This has been a concern of business owners in the development community due to having private competing engineering firms review and inspect another private engineer's work.

On May 7, 2013, the Town Council held a work session to discuss the draft MOUs that Town Staff has been working on with County Staff since August 2011. This work session followed a formal written request for these services sent to the County Administrator on February 20, 2013, and a meeting held on March 21, 2013, to discuss the fees associated with the requested services.

On June 17, 2013, a meeting was held between Town Manager, Planning and Zoning Director, and the County Deputy Director of Development Services to finalize the fees for the requested services and the term of the agreements. It is agreed that the initial agreement for each of the MOUs will be a year. The MOUs may be modified, extended, or terminated at any time by mutual consent of the Town and the County. Additionally, all obligations of the Town under these MOUs that require expenditure or payment of funds by the Town are subject to annual appropriations by the Vinton Town Council.

The fees as agreed are as follow:

1. Stormwater Management Plan Review Services:
  - a. Projects not requiring a Virginia Stormwater Management Program (VSMP) Permit: Fee to be based on the County's current site plan review fee - \$685.00 + \$40.00/acre or portion thereof; or
  - b. Projects requiring a VSMP Permit: \$685 + \$40.00/acre or portion thereof, plus 50% of the local portion of the VSMP permit fee payment as specified by the fees schedule.\*
2. Stormwater Management Facilities Post-Construction Inspection Services: \$75.00 per hour with the total per inspection being no less than \$150.00 (minimum two hours charge).

\* By July 1, 2014, localities will be responsible for accepting the VSMP permit applications for the state; therefore, with the administration of the VSMP permit being transferred to the locality, 28% of the VSMP permit fee will go the state and 72% of the fee will be retained by the locality.

Beginning in August 2012, a regional subcommittee with representatives from the County of Roanoke, Cities of Roanoke and Salem, and Town of Vinton, was established to review the current fee schedules of each corresponding jurisdiction. Based on the Committee's research, review, and analysis of the current fee schedules, the percent of recovery varies from an average of 4 percent for City of Salem, 13 percent for the County of Roanoke including Town of Vinton, and 20 percent for the City of Roanoke. Please see attached table of the fee analysis of the current fees schedule. It is anticipated that an increase in the fees for stormwater management program review and permitting will be forwarded, in a very near future, to each respective governing body for their review and consideration.

### **Attachments**

MOU for Stormwater Management Plan Review Services Memorandum of Understanding  
MOU for Stormwater Management Facilities Post-Construction Inspection Services  
Fee Schedule  
Resolution

### **Recommendations**

Motion to adopt Resolution

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ROANOKE COUNTY AND THE TOWN OF VINTON  
FOR PROVIDING STORMWATER MANAGEMENT PLAN REVIEW  
SERVICES TO THE TOWN OF VINTON**

**I. PARTIES AND PURPOSE**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Roanoke, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County”, and the Town of Vinton, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “Town” for the purpose of providing stormwater management plan review services to the Town of Vinton.

The Vinton Town Council recognizes that in order to maintain a high quality level of customer service to its development/construction community and comply with federal, state, and local requirements of the stormwater management regulations, a close working relationship with the County is desirable and will be made possible through this MOU.

**II. SCOPE OF WORK**

The County and the Town desire to cooperatively work together to continue to provide an optimum level of customer service to the development/construction community. Therefore, the Town is entering into this MOU to contract with the County Department of Community Development to obtain stormwater management plan review services on an as-needed basis for the review of construction plans, concept stormwater management plans, site stormwater management plans and all or any documents including associated stormwater management reports related to the issuance of a development services permit.

For the period hereinafter set forth, the County and Town will provide the necessary personnel, materials, services, facilities, funds, and otherwise perform all things necessary for or incidental to this MOU.

**A. Responsibilities of the Town Planning and Zoning Department:**

1. Accept site and subdivision development plans for projects located in the Town and distribute for review and approval to the appropriate Town and County departments;
2. Collect all fees associated with the project;
3. Submit payment to the County for the stormwater management plan review services as specified hereinafter;
4. Coordinate and attend pre-review, pre-construction and/or any needed meetings with all parties involved in the review and approval of the Plans;
5. Act as Plan Approval Authority and facilitate all appropriate and/or needed meetings;
6. Monitor the progress of the project in the field through County Inspection;
7. Collect, administer, maintain, reduce, and release site development surety necessary for all construction projects; and,
8. Maintain all records (record keeping) for all projects.

B. Responsibilities of the County Engineering Services Division:

1. Review concept and site stormwater management plans at the discretion of the Town and provide recommendations on whether a project proposal meets environmental site design to the maximum extent practicable;
2. Review construction plans as they pertain to stormwater;
3. Review stormwater management plan design revisions;
4. Review construction revisions to “issued permits”;
5. Provide conformity review for unissued projects due to ordinance, code or policy changes;
6. Review stormwater management plan and calculations;
7. Review all design calculations including stormwater management, hydraulic, hydrology, structural, mechanical (drain valves), etc.;
8. Review stormwater management plan studies;
9. Attend pre-review, pre-construction and/or any needed meetings with all parties involved in the review and approval of the site plans. When needed, a pre-construction meeting will be held on Thursdays; and,
10. Plan reviewers shall be accessible during normal business hours to attend meetings and/or answer questions concerning comments generated as part of the review of plans, and any other documents submitted as part of the permit process.

III. FEE AND PAYMENT

For furnishing of services as specified herein, the Town shall pay the County a one-time fee per project as follow:

- a) Any project review of less than one acre (no Virginia Stormwater Management Program (VSMP) permit is required) requiring Stormwater review, the Town will pay the County’s current plan review fees.
- b) Any project review of more than one acre (VSMP is required) requiring Stormwater review, the Town will pay the County’s current plan review fees plus 50% of the local portion of the VSMP permit fee payment as specified by the fees schedule.

IV. PERIOD OF AGREEMENT AND MODIFICATIONS

This MOU will be effective for ONE year, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 and terminating on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The MOU may be modified, extended, or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving 90 days written notice to the other party.

V. APPROPRIATION

All obligations of the Town of Vinton under this MOU that require the expenditure or payment of funds by the Town are subject to annual appropriations by the Vinton Town Council.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day, month, and year indicated:

**FOR ROANOKE COUNTY:**

Approved as to Form:

COUNTY OF ROANOKE, VIRGINIA

\_\_\_\_\_  
Paul Mahoney  
County Attorney

By \_\_\_\_\_ (SEAL)  
B. Clayton Goodman, III  
County Administrator

STATE OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by B. Clayton Goodman, III, County Administrator on behalf of the County of Roanoke, Virginia.

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

Registration Number: \_\_\_\_\_ (SEAL)  
My commission expires: \_\_\_\_\_

**FOR TOWN OF VINTON:**

Approved as to Form:

TOWN OF VINTON, VIRGINIA

\_\_\_\_\_  
Elizabeth Dillon  
Town Attorney

By \_\_\_\_\_ (SEAL)  
Christopher S. Lawrence  
Town Manager

STATE OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

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

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

Registration Number: \_\_\_\_\_ (SEAL)  
My commission expires: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ROANOKE COUNTY AND THE TOWN OF VINTON  
FOR PROVIDING STORMWATER MANAGEMENT FACILITIES  
POST-CONSTRUCTION INSPECTION SERVICES TO THE TOWN OF VINTON**

**I. PARTIES AND PURPOSE**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Roanoke, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County”, and the Town of Vinton, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “Town” for the purpose of providing stormwater management facilities inspection services to the Town of Vinton.

**II. SCOPE OF WORK**

The Town is entering into this MOU to contract with the County, for the County Department of Community Development, to provide post-construction stormwater management facilities inspection and review services as needed, including the preparation of documents, such as, associated stormwater management reports related to the maintenance of the stormwater facilities including ponds, Best Management Practices (BMPs), etc.

For the period hereinafter set forth, the County and Town will provide the necessary personnel, materials, services, facilities, funds, and otherwise perform all things necessary for or incidental to this MOU.

**A. Responsibilities of the Town Planning and Zoning Department:**

1. Provide and update, as needed, a list of the stormwater facilities including ponds, BMPs, etc. that need to be inspected. Inspection schedule will be reviewed and approved by the Town and County personnel.
2. Assume all the communication and enforcement of regulations with the owner/developer of the stormwater facilities including ponds, BMPs, etc.
3. Coordinate and attend any required and/or needed meeting(s) with owners and/or maintenance personnel of the stormwater facilities, BMPs, etc.

**B. Responsibilities of the County Engineering Services Division:**

1. Perform necessary inspections of the stormwater facilities including ponds, BMPs, etc. once notification is received from the Vinton Planning and Zoning Department.
2. Complete and provide a copy of the inspection report of the stormwater facilities to the Vinton Planning and Zoning Department.
3. Attend meetings with owner/developer and Vinton Planning and Zoning staff, when requested and/or needed.

III. FEE AND PAYMENT

For furnishing all services as specified herein, the Town shall pay the County a minimum fee of \$75.00 per hour per staff member and no less than \$150.00 per inspection (minimum two hours charge). Charges shall also apply to meetings, presentations, etc. as agreed and approved by both parties.

IV. PERIOD OF AGREEMENT AND MODIFICATIONS

This MOU will be effective for ONE year, commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 2013, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The MOU may be modified, extended, or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party by giving 90 days written notice to the other party.

V. APPROPRIATION

All obligations of the Town of Vinton under this MOU that require the expenditure or payment of funds by the Town are subject to annual appropriations by the Vinton Town Council.

IN WITNESS WHEREOF, the parties have executed this MOU on the day, month, and year indicated:

**FOR ROANOKE COUNTY:**

Approved as to Form:

COUNTY OF ROANOKE, VIRGINIA

\_\_\_\_\_  
Paul Mahoney  
County Attorney

By \_\_\_\_\_ (SEAL)  
B. Clayton Goodman, III  
County Administrator

STATE OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by B. Clayton Goodman, III, County Administrator on behalf of the County of Roanoke, Virginia.

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

Registration Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL)

**FOR TOWN OF VINTON:**

Approved as to Form:

TOWN OF VINTON, VIRGINIA

\_\_\_\_\_  
Elizabeth Dillon  
Town Attorney

By \_\_\_\_\_ (SEAL)  
Christopher S. Lawrence  
Town Manager

STATE OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

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

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

Registration Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL)

**Fee Analysis for County of Roanoke, City of Roanoke And City of Salem  
Working Document Only**

Fiscal Year	Total Projects	Total Fees Collected	Total Cost to Run the program	Percent Recovery	Number of Permits Obtained	VSMP Fees Collected by the State	Potential collection by the Localities (72% of the fee)
<b>County Of Roanoke Program</b>							
<b>State Program</b>							
<b>County</b>							
08' - 09'	60	\$ 30,765.00	\$ 239,546.45	12.84%	15	\$ 5,300.00	\$ 3,816.00
09' - 10'	88	\$ 43,980.00	\$ 239,506.45	18.36%	22	\$ 8,400.00	\$ 6,048.00
10' - 11'	58	\$ 30,860.00	\$ 239,484.45	12.89%	14	\$ 5,300.00	\$ 3,816.00
11' - 12'	37	\$ 20,380.00	\$ 259,836.35	7.84%	12	\$ 3,800.00	\$ 2,736.00
<b>City of Roanoke Program</b>							
<b>State Program</b>							
<b>City</b>							
08' - 09'	66	\$ 57,475.00	\$ 290,002.74	20%	22	\$ 7,800.00	\$ 5,616.00
09' - 10'	59	\$ 64,906.55	\$ 294,417.28	22%	25	\$ 8,300.00	\$ 5,976.00
10' - 11'	42	\$ 64,051.58	\$ 297,350.11	22%	17	\$ 5,700.00	\$ 4,104.00
11' - 12'	56	\$ 62,018.93	\$ 309,048.81	20%	14	\$ 4,200.00	\$ 3,024.00
<b>City of Salem Program</b>							
<b>State Program</b>							
<b>Salem</b>							
08' - 09'	25	\$ 4,475.00	\$ 120,000.00	4%	6	\$ 2,200.00	\$ 1,584.00
09' - 10'	35	\$ 5,925.00	\$ 120,000.00	5%	2	\$ 600.00	\$ 432.00
10' - 11'	33	\$ 4,600.00	\$ 120,000.00	4%	4	\$ 1,400.00	\$ 1,008.00
11' - 12'	27	\$ 3,300.00	\$ 120,000.00	3%	1	\$ 500.00	\$ 360.00

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The fees associated with individual permits or coverage under the General Permit for Discharges of SW from construction activities issued by qualifying local program include

- Costs associated with:
1. Plan review
  2. Permit review and issuance
  3. Inspections
  4. Enforcement
  5. Program administration and oversight
  6. Database management

A qualifying local program may establish greater fees than those base fees specified by DCR  
The greater fees beyond those base qualifying fees are not subject to the fee distribution formula set by DCR

2478

**Fees schedules for VSMP new permit issuance**

VSMP General Stormwater Management - Small Construction Activity/Land Clearing (Sites within designated areas of Chesapeake Bay Act localities with land-disturbance acreage equal to or greater than 2,500 square feet and less than 0.5 acre)	\$	290.00	VSMP General Stormwater Management - Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land-disturbance acreage less than one acre)	\$	290.00
VSMP General Stormwater Management - Small Construction Activity/Land Clearing (Sites within designated areas of Chesapeake Bay Act localities with land-disturbance acreage equal to or greater than 0.5 acre and less than one acre)	\$	1,500.00	VSMP General Stormwater Management - Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than one acre and less than five acres)	\$	2,700.00
VSMP General Stormwater Management - Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than five acres and less than 1.0 acres)	\$	3,400.00	VSMP General Stormwater Management - Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land-disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$	4,500.00

Fiscal Year	Total Projects	Total Fees Collected	Total Cost to Run the program	Percent Recovery	Number of Permits Obtained	VSMP Fees Collected by the State	Potential collection by the Localities (72% of the fee)
<b>County Of Roanoke Program</b>							
<b>State Program</b>							
<b>County</b>							
08' - 09'	60	30765	239546.4506	13%	15	\$ 37,170.00	\$ 26,762.40
09' - 10'	88	43980	239506.4506	18%	22	\$ 54,516.00	\$ 39,251.52
10' - 11'	58	30860	239484.4506	13%	14	\$ 34,692.00	\$ 24,978.24
11' - 12'	37	20380	259836.35	8%	12	\$ 29,736.00	\$ 21,409.92
<b>City of Roanoke Program</b>							
<b>State Program</b>							
<b>City</b>							
08' - 09'	66	57475	290002.74	20%	22	\$ 54,516.00	\$ 39,251.52
09' - 10'	59	64906.55	294417.28	22%	25	\$ 61,950.00	\$ 44,604.00
10' - 11'	42	64051.58	297350.11	22%	17	\$ 42,126.00	\$ 30,330.72
11' - 12'	56	62018.93	309048.81	20%	14	\$ 34,692.00	\$ 24,978.24
<b>City of Salem Program</b>							
<b>State Program</b>							
<b>Salem</b>							
08' - 09'	25	4475	120000	4%	6	\$ 14,868.00	\$ 10,704.96
09' - 10'	35	5925	120000	5%	2	\$ 4,956.00	\$ 3,568.32
10' - 11'	33	4600	120000	4%	4	\$ 9,912.00	\$ 7,136.64
11' - 12'	27	3300	120000	3%	1	\$ 2,478.00	\$ 1,784.16

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**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JULY 16, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**STORMWATER MANAGEMENT SERVICES**

A **RESOLUTION** authorizing the Town Manager for and on behalf of the Town of Vinton, to enter and execute two Memorandums of Understanding (MOUs) between Roanoke County Board of Supervisors and the Vinton Town Council.

**WHEREAS**, Roanoke County and the Town of Vinton have continued to cooperatively work together to provide an optimum level of customer service to the development/construction community; and

**WHEREAS**, Vinton Town Council recognizes that, in order to maintain a high quality level of customer service to its development/construction community and to comply with federal, state, and local requirements of the stormwater management regulations, a close working relationship with the County of Roanoke is desirable and will be made possible through said MOUs.

**NOW, THEREFORE, BE IT RESOLVED**, that Vinton Town Council does hereby authorize the Town Manager to enter and execute the following MOUs:

1. Memorandum of Understanding for providing stormwater management plan review services to the Town of Vinton; and
2. Memorandum of Understanding for providing stormwater management facilities post-construction inspection services to the Town of Vinton

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 16, 2013

### Department

Planning and Zoning

### Issue

Consider adoption of a Resolution authorizing the Town Manager to execute a Programmatic Project Administration Agreement with the Virginia Department of Transportation (VDOT) and other applicable documents necessary for the Glade Creek Greenway Project.

### Summary

On November 6, 2012, Vinton Town Council adopted a resolution, authorizing the Town Manager to submit an application for VDOT Revenue Sharing Program funds for the construction of Glade Creek Greenway from Walnut Avenue to Virginia Avenue.

We were notified on June 27, 2013 that the Commonwealth Transportation Board at their June 19, 2013 meeting allocated FY2014 Revenue Sharing Funds for this Project. The grant requires a fifty percent (50%) match from the Town in the amount of \$81,000.00; the match is to be funded by a \$50,000.00 donation from Novozymes Biologicals, Inc. under its Citizymes Greenways Program Support and \$31,000.00 in Town funds; for a total project cost of \$162,000.00.

The greenway will be a multi-use 10 feet wide paved surface trail of approximately 1,600 linear feet, which will connect to the existing paved Tinker Creek Greenway located in the City of Roanoke. A connection from Vinton to the Tinker Creek Greenway is crucial and will enable Town residents to access the Roanoke River Greenway, which has always been considered the backbone of the regional greenway and trail network.

Staff recommends that Council approve receipt of the grant funds and authorize the Town Manager to execute the Programmatic Project Administration Agreement. After the Project design has been completed, we will bring this matter back to Council for their approval of the design and the appropriation of the funds.

### Attachments

Programmatic Project Administration Agreement  
Appendix A  
Appendix B  
The anticipated Project's Milestones  
Resolution

### Recommendations

Motion to adopt Resolution

**PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT**  
**Revenue Sharing Projects**

THIS AGREEMENT, made and executed in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Vinton, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY may, in accordance with §33.1-23.05 of the *Code of Virginia* (1950), as amended (the *Code*), and Commonwealth Transportation Board (CTB) policy, submit application(s) for Revenue Sharing funding and may also administer projects approved for Revenue Sharing funding by the CTB; and

WHEREAS, Appendix A documents the funding allocated to each Project and shall be developed and included as an attachment to this agreement. Such attachment may be amended, revised or removed or an additional Appendix A may be added as additional projects or funding is approved by the CTB and allocated to the LOCALITY to finance the Project(s) within the term of this Agreement without the need to execute an additional project administration agreement; and

WHEREAS, current and future projects approved for Revenue Sharing funding by the CTB within the term of this agreement and subject to the terms and conditions specified herein shall be identified on a list which will be included as an attachment to this Agreement as Appendix B. Such attachment may be amended as additional projects are approved by the CTB and shall be signed by an authorized LOCALITY and VDOT official, without the need to execute an additional project administration agreement. If any active project with an existing agreement is incorporated herein, the original project agreement shall automatically terminate upon inclusion in this programmatic agreement of an updated Appendix A and an amended Appendix B to reflect that project; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in the attachments in accordance with applicable federal, state and local laws and regulations and that the locality will certify compliance with those laws and regulations as prescribed by the Department.

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

1. This agreement shall be effective for an initial period of THREE fiscal years and may be extended by an addendum signed by each party for one additional term of THREE fiscal years unless a change in policy or the *Code* necessitates a change in terms and conditions before the term of this agreement shall have passed. This Agreement shall NOT extend beyond SIX fiscal years. In the event that a new agreement becomes necessary during the life of this Agreement, Appendix A and Appendix B may be incorporated within the new approved agreement upon mutual agreement by both parties.

2. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown on the Appendix B and on the respective Project's Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
  - b. Receive individual prior written authorization from the DEPARTMENT to proceed with each project.
  - c. Administer the Project(s) in accordance with guidelines applicable to state funded Locally Administered Projects as published by the DEPARTMENT.
  - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State aid projects or in another manner as prescribed by the DEPARTMENT for each project included in Appendix B.
  - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.
  - f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date Project summary and schedule tracking payment requests and adjustments.
  - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the *Code*, or other applicable provisions of state law or regulations require such reimbursement.
  - h. Pay the DEPARTMENT the LOCALITY's matching funds for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 3.a.
  - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill these obligations may result in the forfeiture of state-aid reimbursements. DEPARTMENT and LOCALITY staffs will work together to cooperatively resolve any issues that are identified so as to avoid any forfeiture of state-aid funds.

- j. If legal services other than those provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - k. For projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
4. Appendix A identifies the specific funding sources for each Project under this Agreement, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
5. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the *Code*.
6. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project under this agreement is anticipated to exceed the allocation shown for such Project on the respective Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however

the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

7. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
8. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
9. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
10. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.g, and 3.b, subject to the limitations established in this Agreement and Appendix A. Should the LOCALITY unilaterally cancel a project agreement, the LOCALITY shall reimburse the DEPARTMENT all state funds reimbursed and expended in support of the project, unless otherwise mutually agreed-upon prior to termination.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to any project, this agreement is no longer applicable to that project and the applicable Appendix A shall be removed from this agreement and the Standard Project Administration Agreement for Federal-aid Projects executed for that project.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**TOWN OF VINTON, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Commissioner of Highways  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

- Appendix A (for each project covered under this Agreement)
- Appendix B (listing Project(s) covered under this Agreement)

Project Number: **U000-149-R43** UPC: **104253** Locality: **Town of Vinton**

Project Location ZIP+4:	Locality DUNS#	Locality Address (incl ZIP+4): 311 S. Pollard Street, Vinton, VA 24179
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**Project Narrative**

Scope:	Glade Creek Greenway	
From:	Walnut Avenue	
To:	Virginia Avenue	
Locality Project Manager Contact info:	Anita McMillan	(540) 983-0601
Department Project Coordinator Contact Info:	Michelle Caruthers, PE	540-387-5408

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$30,000	\$0	\$127,500	\$157,500
Estimated VDOT Project Expenses	\$2,500		\$2,000	\$4,500
Estimated Total Project Costs	\$32,500		\$129,500	\$162,000

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$32,500	Revenue Sharing	50%	\$16,250	\$16,250	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total PE</b>	\$32,500			\$16,250	\$16,250	
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
<b>Total RW</b>	\$0			\$0	\$0	
Construction	\$129,500	Revenue Sharing	50%	\$64,750	\$64,750	
				\$0	\$0	
<b>Total CN</b>	\$129,500			\$64,750	\$64,750	
<b>Total Estimated Cost</b>	\$162,000			\$81,000	\$81,000	\$76,500

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$81,000
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$76,500

**Project Financing**

Revenue Sharing State Match	Revenue Sharing Local Match				Aggregate Allocations (A+B+C+D+E+F)
\$81,000	\$81,000				\$162,000

**Program and project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's: Urban Manual
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$81,000
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- **In accordance with §33.1-23.05 of the Code of Virginia, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by 06/19/2014 the project may be subject to deallocation.**
- Revenue Sharing Funds above consist of the following Fiscal Years:
  - FY 14 - \$162,000 (\$81,000 locality and \$81,000 VDOT)
- Funds are not available until July 1 of the fiscal year in which they are allocated.
- **Total project allocations: \$162,000**

\_\_\_\_\_  
Authorized Locality Official and date

\_\_\_\_\_  
Authorized VDOT Official  
Recommendation and Date

\_\_\_\_\_  
Typed or printed name of person signing

\_\_\_\_\_  
Typed or printed name of person signing  
Version 8/19/11



**POTENTIAL SCHEDULE FOR  
LOCALLY-ADMINISTERED PROJECT**

UPC \_\_\_\_\_

Anticipated Activity Completion Date	Project Development Activity <i>(w/ potential timeframes)</i>
/ /	Hold kick-off meeting with VDOT
/ /	Procure consultant <i>(0-4 months)</i>
/ /	Hold scoping meeting
/ /	Submit 50% plans to VDOT for review & comment <i>(0-6 months; 2 weeks for VDOT review)</i>
/ /	Complete environmental document <i>(0-9 months)</i>
/ /	Submit 90% plans & bid document/technical specs to VDOT for review <i>(0-3 months; 4 weeks for VDOT review)</i>
/ /	Obtain R-O-W Certification <i>(include 2 weeks for VDOT review and issuance)</i>
/ /	Submit final plans & bid document/technical specs to VDOT <i>(0-4 months; 2-4 weeks for VDOT review)</i>
/ /	Request & obtain Advertisement Authorization (n/a to State-funded Revenue Sharing projects) <i>(0-2 months)</i>
/ /	Advertise for bids
/ /	Award contract/begin construction <i>(0-3 months; VDOT must approve contract award before NTP)</i>
/ /	Construction complete
/ /	Final reimbursement request (ensure funds expended by deadline on Proj. Admin. Agreement)

*Note that this schedule must be received by District staff before Project Administration Agreement & Appendix A will be forwarded to Central Office for execution and processing.*

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JULY 16, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**GLADE CREEK GREENWAY**

A **RESOLUTION** authorizing the Town Manager for and on behalf of the Town of Vinton, to execute a Programmatic Project Administration Agreement with the Virginia Department of Transportation (VDOT), as well as other necessary documents for Glade Creek Greenway Project.

**WHEREAS**, on November 6, 2012, Resolution No. 1992 was adopted by Vinton Town Council authorizing the Town Manager to file an application for VDOT Fiscal Year 2013-2014 Revenue Sharing Program funds; establishing the Project title; setting the amount of funds requested and setting forth the amount of in-kind matching costs that are part of the total Project cost; and

**WHEREAS**, the Commonwealth Transportation Board, at their June 19, 2013, meeting approved and obligated the grant funds requested in the amount of \$81,000.00 for the aforementioned Project; and

**WHEREAS**, the said grant requires a fifty percent (50%) match from the Town in the amount of \$81,000.00; said match is to be funded by a \$50,000.00 donation from Novozymes Biologicals, Inc. under its Citizymes Greenways Program Support and \$31,000.00 Town funds; for a total project cost of \$162,000.00 and

**WHEREAS**, the Town agrees to provide the administrative services to manage the grant for the completion of the Project; and

**WHEREAS**, the Vinton Town Council needs to authorize the Town Manager to execute the Agreement for the Project and other necessary documents.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby authorize the Town Manager to execute said Programmatic Project Administration Agreement and other necessary documents, approved as to form 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:

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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 16, 2013

### **Department**

Special Programs

### **Issue**

Consider adoption of a Resolution re-appropriating \$3,000.00 received from the Foundation for Roanoke Valley and \$500.00 received from Member One to utilize for implementation of a SNAP/EBT program at the Vinton Farmers' Market.

### **Summary**

During the spring and summer of 2012 an anonymous donation of \$3,000.00 was made through the Foundation for Roanoke Valley for the purpose of facilitating a SNAP/EBT program. A \$500.00 donation was also received from Member One for SNAP and benefitting children's programs at the Vinton Farmers' Market. The TOV implementation had to be postponed until the 2013 season due to the free EBT machine not being received from the state until mid- October 2012. We had further delays due to a volunteer staffing situation that did not materialize and the coolness and volume of rain affecting a later growing season. We are ready to implement the program July 20, 2013 by employing a temporary seasonal market assistant. Approximately \$1800.00 will be used for staffing and \$1700.00 will be used for matching funds for the SNAP/EBT purchases and some incidental operational cost. SNAP customers will receive a dollar for dollar match increasing their buying power which also benefits the volume of sales for the market vendor.

### **Attachments**

Resolution

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JULY 16, 2013 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.**

**WHEREAS**, the Town of Vinton received revenue in the amount below and it was posted in the Miscellaneous Revenue Account before the close of June 30, 2012; and

**WHEREAS**, the revenue was received from the Foundation for Roanoke Valley in the amount of \$3,000.00 and Member One in the amount of \$500.00, to utilize for implementation of a SNAP/EBT program at the Vinton Farmers' Market; and

**WHEREAS**, the funds need to be re-appropriated to the Special Programs expenditure accounts as detailed in the current budget to properly reflect the source of funds for this expense.

**NOW THEREFORE, BE IT RESOLVED**, that the Vinton Town Council does hereby make an additional appropriation in addition to the annual budgetary appropriation for the fiscal year ending June 30, 2014, as follows:

<b>From:</b>	<b>200.29900</b>	<b>Appropriated Fund Balance</b>	<b>\$3,500.00</b>
<b>To:</b>	<b>200.7101.103</b>	<b>Salaries and Wages, Part-Time</b>	<b>\$1,800.00</b>
	<b>200.7101.722</b>	<b>Special Projects</b>	<b>\$1,700.00</b>

This Resolution 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**

July 16, 2013

### **Department**

Special Programs

### **Issue**

Consider adoption of a Resolution appropriating \$1,500.00 to the Special Programs expenditure account for reimbursement of Vinton Farmers' Market vendors for SNAP and debit token purchases as detailed in the current budget to properly reflect the source of funds for this expense.

### **Summary**

The SNAP/EBT program and debit purchases will be operated by a token system. The customers will purchase tokens at a designated market table. SNAP (Supplemental Nutritional Assistance Program) customers will provide a SNAP card that will be swiped. They will purchase color coded tokens and will also be provided a matching funds token. Customers wishing to make regular debit purchases may also have their debit cards swiped to purchase tokens. The customer will spend the tokens with the vendors of their choosing. The vendors will turn in the tokens to the Market Assistant at the end of the day. The assistant or Special Programs Director will record the number of SNAP tokens, matching tokens, and debit tokens purchased with each vendor. The information will be submitted to the Town of Vinton Finance Department on Mondays or Tuesdays for preparation of a check reimbursement to the vendors on Friday or Saturday. This is a common system to use at a farmers' market. Funding will be provided by revenue. The funding would be for a pass-through account. Currently, Salem Farmers' Market, Grandin Road Market and the Roanoke City Market are using the same type of system.

### **Attachments**

Resolution

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JULY 16, 2013 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.**

**WHEREAS**, funds need to be appropriated to the Special Programs expenditure account for reimbursement of Vinton Farmers' Market vendors for SNAP and debit token purchases as detailed in the current budget to properly reflect the source of funds for this expense; and

**WHEREAS**, revenue account 200.1613.001 will be used for receiving revenue and expense account 200.7101.735 will be utilized for vendor reimbursement.

**NOW THEREFORE, BE IT RESOLVED**, that the Vinton Town Council does hereby make an additional appropriation in addition to the annual budgetary appropriation for the fiscal year ending June 30, 2014, as follows:

<b>From:</b>	<b>200.29901</b>	<b>Un-Appropriated Surplus</b>	<b>\$1,500.00</b>
<b>To:</b>	<b>200.7101.735</b>	<b>Special Programs</b>	<b>\$1,500.00</b>

This Resolution 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**

July 16, 2013

### **Department**

Administration

### **Issue**

Consider adoption of a Resolution authorizing the payment of \$20,000 as the Town's portion of the \$60,000.00 payment required for the early termination of the lease between the County of Roanoke and B. Wayne Dunman and Rebecca J. Dunman for property located at 304 Pollard Street, the site of the new Vinton Library branch.

### **Summary**

This is a request to approve payment to Roanoke County as part of their proposal to authorize the early termination of a lease between the Board of Supervisors of Roanoke County and B. Wayne Dunman and Rebecca J. Dunman t/a Dunman Floral Supply, Inc. (Tenant). To accomplish this early termination it is necessary to compensate the Tenant.

On June 28, 2011, Roanoke County's Board of Supervisors Ordinance#062811-14, which authorized the lease of 0.761 acre and 1.24 acres located 304 Pollard Street, Vinton, Virginia to the Tenant for one (1) year beginning August 1, 2011, with automatic renewals for two (2) additional one (1) year terms, unless the Tenant notified the County of its intention not to renew. After the third (3rd) annual lease term the County could notify the Tenant of its intention not to renew the lease. The Tenant pays the County \$45,000 per year as rent.

The County and the Town of Vinton desire to accelerate the construction of the proposed new library. The County Administrator has negotiated an early termination of this lease with the Tenant. The Tenant is requiring the payment of \$60,000 to terminate this lease. Staff believes it is beneficial to have the tenant relocated by August 31, 2013, in order that the Vinton Library Project can proceed with an aggressive schedule.

Like the Glenvar Library Project, County staff is recommending that the building and site demolition be scheduled separately from building construction. It would be scheduled for late fall, 2013. This will allow the project to move forward to the construction phase by February, 2014. The current schedule indicates bidding on January 1, of 2014 and construction beginning

in mid-February of 2014. This same schedule indicates a final construction inspection (project completion) of June 15, 2015. This is the current project schedule and is subject to change due to ongoing design and other work on the project.

The Tenant is requiring the payment of \$60,000 to terminate this lease. Roanoke County has agreed to pay \$40,000 and has asked the Town of Vinton to pay the remaining \$20,000.

The County projects that it will have \$40,000 available in the Vinton Library Project to cover this cost. It is anticipated that the County will receive the \$20,000 from the Town of Vinton, so that we can provide one check to Mr. Dunman for the termination of this lease. Once the funds are received from the Town of Vinton, a Board report will be completed to appropriate the funds.

County staff has reviewed the construction cost index to determine the present value of accelerating the construction of this library. The current annual index is +2.3%. The County's anticipated construction cost for Vinton Library is \$5.6 million for the building only, so an eighteen (18) month delay at +2.3% would yield a conservative estimate of a cost increase of \$193,200. If the +2.3% increase is applied to the entire project (such as furnishings, demolition, etc.) then a total project increase of \$309,545 is estimated.

Borrowing costs due to possible increases in interest rates could also increase total project costs. An expenditure of \$60,000 that allows work to start eighteen (18) months earlier than would otherwise be the case is clearly justifiable from a cost perspective.

Staff recommends that the Council consider the County's request to fund up to \$20,000 of the lease buyout agreement to allow early termination of the lease with B. Wayne Dunman and Rebecca J. Dunman and providing a payment of \$20,000 from the FY2014 contingency fund.

### **Attachments**

Resolution

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, JULY 16, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.**

**WHEREAS,** in 2011 the County of Roanoke acquired real estate at 304 Pollard Street, Vinton, Virginia, for the construction of a possible site of a future Roanoke County library at which time the County and the Town of Vinton entered into an agreement for each locality to pay one-half of the purchase price of said real estate; and

**WHEREAS,** the County of Roanoke has leased said real estate to the tenant since August 1, 2011 and said lease agreement provided that after the third (3rd) annual lease term the County could notify the Tenant of its intention not to renew the lease; and

**WHEREAS,** the County and the Town desire to accelerate the construction of the proposed new library and the County Administrator has negotiated an early termination of this lease with the Tenant effective August 31, 2013; and

**WHEREAS,** the Tenant is requiring the payment of \$60,000 to terminate this lease and the County has requested that the Town pay \$20,000 of said amount as the Town's portion.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby approve the following transfer:

<b>FROM:</b>	<b>200.8900.407</b>	<b>Contingency Reserve</b>	<b>\$20,000.00</b>
<b>TO:</b>	<b>200.8150.567</b>	<b>Contrib/trans to other Gov</b>	<b>\$20,000.00</b>

This Resolution 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**

July 16, 2013

### **Department**

Administration

### **Issue**

Consider approval of the renewal of the Memorandum of Understanding dated June 6, 2010 between the Town and Roanoke County for Emergency 911 services.

### **Summary**

In 2010, Roanoke County began providing Emergency 911 Services to the Town of Vinton for Police, Fire, and Rescue. The Memorandum of Understanding between the parties provides that the cost formula be reviewed every three (3) years. Roanoke County and the Town have reviewed the formula, and no changes are needed at this time.

### **Attachments**

Exhibit C from MOU-Cost Allocation Formula  
911 Call Log

### **Recommendations**

Motion to approve renewal of MOU

Exhibit C

Cost Allocation Formula  
Fiscal Year 2010

Measure #1 Calls for Service		Area Total	Factor #1 Relative CFS	
RoCo	TOV		RoCo	TOV
302,707	34,319	337,026	89.82%	10.18%

Measure #2 Number of Incidents		Area Total	Factor #2 Relative # of Incidents	
RoCo	TOV		RoCo	TOV
90,275	19,428	109,703	82.29%	17.71%

FY 09-10 Budget Shares	
RoCo	TOV
86.05%	13.95%

2011	911 Calls	Percentage
TOV Wireless 911 Calls	5,715	
TOV Wireline 911 Calls	1,878	
TOV Total 911 Calls	7,593	13.45%
County Wireless 911 Calls	31,095	
County Wireline 911 Calls	17,763	
County Total 911 Calls	48,858	86.55%
Grand Total 911 Calls	56,451	100.00%
2011	Dispatched Calls	Percentage
TOV Dispatched Calls	7,517	17.58%
County Dispatched Calls	35,236	82.42%
Total	42,753	100.00%

2012	911 Calls	Percentage
TOV Wireless 911 Calls	5,554	
TOV Wireline 911 Calls	1,630	
TOV Total 911 Calls	7,184	12.69%
County Wireless 911 Calls	32,779	
County Wireline 911 Calls	16,628	
County Total 911 Calls	49,407	87.31%
Grand Total 911 Calls	56,591	100.00%
2011	Dispatched Calls	Percentage
TOV Dispatched Calls	6,057	18.44%
County Dispatched Calls	26,782	81.56%
Total	32,839	100.00%

2013	911 Calls	Percentage
TOV Wireless 911 Calls	5,123	
TOV Wireline 911 Calls	1,684	
TOV Total 911 Calls	6,807	12.96%
County Wireless 911 Calls	31,652	
County Wireline 911 Calls	14,048	
County Total 911 Calls	45,700	87.04%
Grand Total 911 Calls	52,507	100.00%
2011	Dispatched Calls	Percentage
TOV Dispatched Calls	6,744	19.55%
County Dispatched Calls	27,745	80.45%
Total	34,489	100.00%