

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, September 17, 2013**

**AGENDA**

Consideration of:

- A. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- B. MOMENT OF SILENCE**
- C. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- D. UPCOMING COMMUNITY EVENTS**
- E. CONSENT AGENDA**
  - 1. Consider approval of minutes for the regular Council meeting of August 20, 2013.
  - 2. Consider approval of minutes for the regular Council meeting of September 3, 2013.
- F. AWARDS, RECOGNITIONS, PRESENTATIONS**
  - 1. Proclamation for Alzheimer's Month
- 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 an Ordinance authorizing the Mayor or the Town Manager to execute an Agreement between the Counties of Botetourt, Franklin and Roanoke, the Cities of Roanoke and Salem, and the Town to create the Western Virginia Regional Industrial Facility Authority.

2. Consider adoption of an Ordinance amending Chapter 2, Administration, Article III, Officers and Employees, Division 2, Town Manager, Section 2-56, To be purchasing agent, of the Vinton Town Code relating to the Town's Purchasing Policy.
3. Consider adoption of a Resolution approving a new Purchasing Policy.
4. Consider adoption of a Resolution approving and adopting the Roanoke Valley-Alleghany Regional Pre-Disaster Mitigation Plan dated June 2013.
5. Consider adoption of a Resolution authorizing the Town Manager to execute a Staging Area License Agreement with Burleigh Construction Co., Inc. for use of town-owned properties located at the intersection of Walnut Avenue and 5th Street related to the VDOT Walnut Avenue Low-Water Bridge Replacement Project.
6. Consider adoption of a Resolution authorizing the Town Manager to enter into a Contractual Agreement with Roanoke County to share the cost of AMEC, consultant for the stormwater program development study.

#### **BRIEFINGS**

1. Update on the request from a citizen to amend the Town Code regarding the minimum lot size requirement of at least an acre to keep chicken hens in the Town limits.

#### **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 COMMITTEE/COUNCIL MEETINGS:**

**October 1, 2013** – 5:00 p.m. – Finance Committee Meeting – Finance Conference Room

**October 1, 2013** – 6:00 p.m. – Work Session followed by Regular Council Meeting at 7:00 p.m. – Council Chambers

**October 11, 2013** – 8:00 a.m. to 2:00 p.m. – Council Retreat – Charles R. Hill Senior Center

**October 15, 2013** – Council Meeting Cancelled – Council and Staff attending Annual VML Conference

**October 29, 2013** – 6:00 p.m. – Dinner followed by Joint Town Council/Planning Commission/Board of Zoning Appeals meeting – Vinton War Memorial



## **Town Council Agenda Summary**

### **Meeting Date**

September 17, 2013

### **Department**

Town Clerk

### **Issue**

1. Consider approval of minutes for the regular Council meeting of August 20, 2013.
2. Consider approval of minutes for the regular Council meeting of September 3, 2013.

### **Summary**

None

### **Attachments**

August 20, 2013 minutes  
September 3, 2013 minutes

### **Recommendations**

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, AUGUST 20, 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  
Stephanie Dearing, Human Resources Director  
Barry Thompson, Finance Director/Treasurer  
Ben Cook, Police Chief  
Gary Woodson, Public Works Director  
Anita McMillan, Planning & Zoning Director  
Joey Hiner, Assistant Public Works Director

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

The first item related to a briefing on pending VRS issues relative to the January 1, 2014 introduction of hybrid plan covered employees and their legislated short-term and long-term disability benefits. Stephanie Dearing commented that on July 1, 2010, a significant change happened with VRS wherein all employees hired after that date became Plan 2 participants. Up to that point, all participants had the same benefits who worked under a VRS covered position.

Beginning January 1, 2014, all employees hired after that date will be members of a hybrid plan. Those employees will have a combination of a defined benefit and a defined contribution program which will allow these employees to participate in the management of their retirement funds in the VRS. Ms. Dearing further commented that the General Assembly has enacted legislation requiring that those employees also be provided short-term and long-term disability benefits. VRS has worked with UNUM, a national insurance company, to develop a plan in compliance with this legislation to provide said coverage to only members of the new hybrid plan. Town staff has attended several informational meetings sponsored by the VRS and UNUM concerning the plan that will be the measurement by which all other plans will be gaged.

Ms. Dearing reminded Council that because no firemen or police officers will ever fall into the hybrid plan because of the plans currently provided for them, there are 50 employees who potentially in the future could be provided these benefits.

At this time, we need to decide if we want to allow UNUM to provide these benefits or do we want to go with a different provider. We have talked with two other providers up to this point who can provide these benefits. Each plan will have to meet the basic requirements of the General Assembly, but can have many different variables to choose from. Currently the rates quoted from the UNUM plan are \$0.91 per \$100 salary. The other two rates that we have been provided are both less than the UNUM rate. UNUM's quotes are only good for six months and will be set bi-annually by the General Assembly.

Ms. Dearing stated that originally we had to make a decision by September 1<sup>st</sup>, but the VRS is allowing localities to ask for an extension to November 1<sup>st</sup>. We are going to request the extension so we will have time to gather more information and make a recommendation to Council by mid-October. The Town Manager commented that VACo and VML are in the process of developing a plan.

**The next item was a briefing on the options of purchasing a 250/300 KW Mobile Diesel Generator.** Gary Woodson reviewed his prior Power Point presentation regarding the need for a mobile generator for the 3<sup>rd</sup> Street Lift Station and for a water emergency back-up power source. Out of the ten wells we have, only the Falling Creek well has the proper electrical connection to hook up an emergency generator. Three critical pump stations are the Chestnut Mountain, Lindenwood and Falling Creek.

Mr. Woodson commented that we solicited bids and only Fidelity Power gave us the cost on a permanent mounted generator as well as a mobile generator and they were the low bidder. A 250 KW mobile generator will cost \$86,348.00 or a 300 KW will cost \$92,348.00. The permanent mounted generator was priced at \$29,896.00. Mr. Adams asked if the low bidder was a local company and the response was yes and that Fidelity Power is actually the vendor who looked at our system and wrote the specifications.

Mr. Woodson then covered the cost for electrical connections at the six essential wells which in an emergency situation could supply water for the Town at reduced pressure and flow. The estimated total would be \$38,041.00.

A question was asked about using a smaller generator for some of the wells and the response was there are smaller generators available to hook into some of the lower electrical demand systems. A larger motor would have to have the larger generator, but a smaller motor can use a multiple listing of different types of generators. The large generator would have a panel to adapt to the size required for each well.

Mr. Woodson continued to comment that the estimated cost for electrical connections for future emergency service to all the wells would run an additional \$40,638.00. If we did all the wells we currently have it would cost approximately \$78,679.00.

Mr. Altice said he felt we need a portable generator and a stationary generator. If 3<sup>rd</sup> Street goes down and you use the mobile one there, you can only operate that one station. We need to look at replacing the one at 3<sup>rd</sup> Street first and we need back up for the wells too.

Mr. Woodson next presented three options as recommendations from staff. Option 1 would to purchase a 100 KW permanent mounted generator for the 3<sup>rd</sup> Street location, a 250 KW mobile generator and do the electrical connections for the essential wells for a total of \$154,285.00. Option 2 would be to purchase the mobile generator and do the electrical connections at \$124,389.00 or Option 3 would be to purchase the two generators and not do the electrical connections at \$116,244.00.

There is currently earmarked \$100,000 from last year's budget for a generator purchase. Mr. Woodson suggested Council consider Option 2 which would provide a mobile generator in case of an emergency and hook-ups for the essential wells. At such time that 3<sup>rd</sup> Street should fail, then the mobile generator could be used and then make a determination at that time to purchase a permanent generator. We could budget for the permanent generator in a future budget. We would also work toward having the electrical connections for all the other wells done, maybe a few each year as the budget allows.

After further questions and comments, the Town Manager commented that the current bid is good for 45 days, so we would have to bring back any item for action at the September 3<sup>rd</sup> meeting. Vice Mayor Nance stated that he agreed with Mr. Altice that we need both, but he would go with Mr. Woodson's recommendation of Option 2, but keep an open mind with Option 1. Mr. Hare preferred Option 1 because it is a priority to him in case of another emergency like we had in 2011. We have savings and we have raised the rates and he thinks we need to make this investment. Mayor Grose states that the agreement appears to be with Option 1 and Mr. Adams agreed along with Mr. Altice.

In summary, Mr. Woodson stated that if we go with Option 1, we would need to consider budgeting for the other electrical connections in the future. The Town Manager commented that the War Memorial has the connection for the mobile generator and it would be able to run the War Memorial in the event it would need to be our emergency location.

**The Town Manager suggested that the Work Session be** extended to cover the last item since there were interested parties present. Council agreed and the next item was a briefing on the Daleview Drive license agreement.

The Town Attorney first commented that as Council may recall Daleview Drive is an undeveloped public right-of-way near Olney Road. The Overbays own some property that is mostly located in the City of Roanoke and they want to subdivide that property into two tracts of property. The Overbays wish to access their property through Daleview Drive and want to put a driveway there.

One possible remedy for this is a license agreement wherein the Town gives its permission for someone to encroach on that right-of-way and pave a driveway. The license agreement also provides for indemnity, hold harmless for the Town and the Virginia Code provides for a locality to authorize encroachments upon a public right-of-way subject to the terms and conditions outlined by the governing body. It also provides that the owners or occupants shall be liable for negligence on account of such an encroachment. So the liability goes with that person who is building the encroachment.

A license agreement has been drafted and it provides that it can be revoked by the Town with 60-days' notice. It is not an easement, but merely permission. The Town Attorney further commented that she could not present to Council that the Overbays will sign the license agreement in the form that has been prepared because it is not the agreement that they desired.

The Town has also received a letter from the adjoining property owners requesting the Town to consider vacating the undeveloped right-of-way pursuant to Virginia Code. If the right-of-way is vacated, then it will be divided between the two adjoining property owners. If the Town is interested in vacating the right-of-way, we would have to give notice and have a public hearing. If it were to be found that the owner of any lot shown on the plat is shown to be irreparably damaged, then the vacation of that right-of-way could be overturned by the Court. The Town Attorney commented that there is other access to the property.

The Town Manager commented that the right-of-way is there because of the original subdivision plat. The right-of-way is intended for a future road to be built and our subdivision code requires that to subdivide property it must be on a publicly owned and maintained street. The requirement is that the Overbays build a public street into their property with a cul-de-sac which is a very expensive project for a small number of lots. That is why they are asking permission to build a

private driveway and not a road. The neighbors who the Town Manager spoke with yesterday would be in agreement with a public road.

This property has two points of access, Daleview Drive and the end of Olney Road. Olney Road needs no approval from the Town because the right-of-way and the property come right up to each other with a public street and they have every right to build a driveway into it. The license agreement is a way to be able to provide an option for Council's consideration in working with all the property owners.

Vice Mayor Nance asked if the Town would have any long-term interest or plan for the right-of-way and the response was no since it goes to City property. Mr. Nance further commented that it appears the Overbays do not want to work with the two citizens that have been there and are trying to use the Town as an agent to get what they want at less than what is normally deemed sufficient for a right-of-way. And the Overbays do not even want the license agreement that we are being asked to consider.

The Town Attorney stated that she would recommend that Council not vote on a license agreement to which the other party has not agreed. Also, since there is also now a request to vacate the right-of-way, it would be better to postpone any consideration until we hear from any parties as to the request to vacate.

Mr. Melvin Bennett of 709 Olney Road commented that Mr. Overbay approached the two property owners, Mr. Sligh and Mr. Quam, and stated that he had acquired the driveway and had it closed. He then stated that he did not need all of it and he was going to give both of them 15 feet each and he was going to take 20 feet. They signed a statement to that fact, but did not get it notarized.

Two days later they all got a letter stating that a request had been made to close the street. At that time he did not know about the visit from Mr. Overbay and thought that the Town was giving them the property, but later found out what Mr. Overbay had done. Mr. Bennett stated the statement they signed was not notarized. At the Planning Commission Public hearing, the Overbays withdrew their request.

Mr. Bennett further commented that now Mr. Overbay has requested that rather than vacate the property, he wants to run a driveway down it. The concern is that if he gets this driveway, it is going to be a shared by at least three people and no one knows what might happen later on in the City of Roanoke. They could rezone the property and all of the traffic would be coming through this driveway. Even though we might not like it, he does have the right to develop it as a

public street and we have no legal cause for objection.

Originally the Town said they would give this to the adjoining owners and we would like for the Town to consider doing that now since the street is of no value to the Town. Mr. Hare asked if it was their intent to get Mr. Overbay to buy the property once the Town vacates it to them and Mr. Bennett said absolutely not.

After further comments the Mayor asked if the Town vacates this right-of-way and in the future these gentlemen or someone else decided to sell the property for an entrance, would it then have to be fully developed as a street. The response was not once it is vacated, it becomes a private driveway. The Mayor expressed his concern also about what the City might allow to develop on the adjoining property in the future.

Vice Mayor Nance indicated that he plans to make a motion to delay any action on the license agreement until the motion to vacate is decided. The Town Manager commented that the vacation request would go back to the Planning Commission and they would follow the normal process to vacate a right-of-way.

The Work Session adjourned at 7:25 p.m. and Council took a five minute recess.

**The Mayor called the regular meeting to order at 7:30** p.m. The Town Clerk called the roll with Council Member Adams, Council Member Altice, Council Member Hare, Vice Mayor Nance, and Mayor Grose present. After a Moment of Silence Mr. Altice led the Pledge of Allegiance to the U.S. Flag.

Roll Call

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

Approved minutes of the July 16, 2013 Council meeting

**Chief Book introduced two new Police Officers, Officer** James Spence and Michael Caldwell and made brief comments. Officer William Welch will be introduced at the next meeting.

**Vice Mayor Nance read a letter from Chief Cook naming** Police Officer Gregory Quesinberry as Officer of the Month for July 2013.

**Under citizens' comments and petitions, Glenn** Marshall of 529 Tinker Avenue, Vinton, commented that he moved to Tinker Avenue about a year and a half ago from

the City of Roanoke. He had chickens in the City and was not aware that you had to have a permit to have chickens in the Town until last week when the Animal Control Officer came to his property and gave him a warning.

Mr. Marshall further commented that he has since found out that the Town Code requires an acre of land to get a permit to have chickens and he only has a little over half an acre. He showed Council pictures of his property and also presented a letter from Ashley Thomasson, his next door neighbor, who supports his having the chickens on his property. John Pritchard, Jr. and Bud Atkinson were also present in support of Mr. Marshall.

Mr. Marshall indicated that he wants to do whatever is necessary to keep his chickens and to pay the fee. Other than meeting the acreage requirements, everything else is in compliance according to the Animal Control Officer. The Town Manager stated that Council would have to amend the Town Code which now states that the minimum requirement is an acre. John Pritchard, Jr. made comments in support of Mr. Marshall having the chickens.

Anita McMillan commented that the code section regarding the chickens is not in the Zoning Ordinance, so a citizen cannot apply for a variance. However, when the requirement of an acre was put into place, there was discussion about reviewing the code after a year to see if Council wanted to reduce the size or not.

The Town Manager suggested that staff review the issue, compile a report and give to Council and Council can decide what direction they want to go. Mr. Marshall's attendance at the meeting will serve as his request for Council to consider amending the current acre requirement in the Code.

Vice Mayor Nance commented that he feels that Council cannot do a special exception because there has to be some objective criteria. Also, he indicated he would not want to immediately go down to one-half an acre because you would go from 20 individual lots to many eligible lots in the Town.

The Mayor thanked Mr. Marshall for his attendance and indicated that they would consider his request. The Town Manager commented that staff will put together a report for Council and Council will make the ultimate decision. Mr. Hare asked if the current request would put a hold on his current violation. The Town Manager responded that as with other complaint-related items that would possibly require a code change, special use permit or a variance, until the formal request is resolved, the Town will stay

enforcement of any violations.

In response to a question regarding the Animal Control Officer monitoring the properties that have chickens, Ms. McMillan stated that currently there are three permit holders. The Officer goes to each property that puts in a request for a permit to be sure they comply with the code or when there are complaints.

**Roger Overstreet of 709 South Pollard Street made a complaint** again about Mr. Gross' sign and the sight distance coming up the alley. He also commented about a letter from Planning regarding his banners. He bought two temporary permits to use them for so many days and then he removed them. He stated he would have to apply for another permit to use them again. Mr. Overstreet then commented that there are other businesses in the Town that have banners and nothing is being done about them. He provided pictures to Council of those banners.

Mr. Adams commented that he did go up the alley where the sign in question is located and he agreed with Mr. Overstreet that there is still a sight distance problem.

The Mayor asked that the issue regarding other banners in the Town be referred to Code Enforcement.

**Barry Overstreet of 809 South Pollard Street made a complaint** that he was told by Code Enforcement that if a customer has a vehicle they want to sell or if they have a personal vehicle they want to sell, they cannot sell them from their lot. However, Mr. Gross has a vehicle for sale on his lot and Code Enforcement has not done anything about it. In response, the Mayor commented that the Town does not single anyone out and if there is an illegal vehicle for sale, this will also be referred to Code Enforcement.

Mr. Hare made comments about Code Enforcement being complaint based and asked what constitutes an official complaint. The Town Manager responded that it can be a verbal complaint, a writing or email which gets recorded and then Code Enforcement goes through the process to see if it is a legitimate complaint and handles any enforcement.

Mr. Overstreet then asked if when Code Enforcement goes out to investigate a complaint, are they supposed to tell the person who made the complaint while they are there and the response from the Town Manager was no. Mr. Overstreet then commented that he has a recorded conversation between Barry Overstreet and Mr. Gross and Mr. Gross stated that Code Enforcement told him who complained against him.

**The next item on the agenda was to consider adoption** of a Resolution authorizing the Town Manager to execute a License Agreement between Ardith R. Overbay and Anne Huffman-Overbay and the Town to allow access over the undeveloped public right-of-way known as Daleview Drive, subject to the covenants and conditions therein.

The Town Attorney recommended that Council move to postpone this issue indefinitely. Vice Mayor Nance made the motion as suggested; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

**The next item on the agenda was to consider adoption** of a Resolution approving Post Issuance Tax Compliance Procedures for Tax-Exempt Bonds.

Barry Thompson commented that the Internal Revenue Services has announced that it intends to give certain issuers of tax-exempt bonds more favorable treatment in resolving compliance problems that arise with their bonds. The preferred issuers are those that adopt these procedures. These procedures have been developed by the Finance Director/Treasurer and the Town's bond counsel, Webster Day and the Finance Committee has reviewed them. Mr. Hare made a motion that the Resolution be adopted as presented; the motion was seconded by Mr. Altice and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

Adopted Resolution No. 2031 approving Post Issuance Tax Compliance Procedures for Tax-Exempt Bonds

**The next item was to consider adoption of a Resolution** authorizing the Town Manager to execute six (6) contracts with Architectural and Engineering firms (A/E) for on-call term contracts for various projects throughout the Town of Vinton.

Ryan Spitzer commented that the initial terms of these contracts will be for two years with the option to renew for an additional three years. This allows the Town to contact any of these firms and get quotes for specific projects or contact them regarding any engineering questions we might have. We will not have to out for bids each time which will make the process more efficient and less expensive. There were 14 firms that responded to the RFP and then a committee went through a competitive scoring process to select the six. Six firms were selected because each offers a different service and we projected out five years the types of services we may need.

Adopted Resolution No. 2032 authorizing the Town Manager to execute six (6) contracts with

After Mr. Spitzer made brief comments on each of the firms selected, Mr. Altice made a motion that the Resolution be

adopted as presented; the motion was seconded by Vice Mayor Nance and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

Architectural and Engineering firms (A/E) for on-call term contracts for various projects throughout the Town of Vinton

**Under update on old business, the Town Manager** commented on the creation of the Western Virginia Industrial Facility Authority. The item will be on an upcoming agenda for formal action and there has been a request for the seven localities to have another joint meeting to officially and ceremoniously approve the Authority.

**The Mayor expressed thanks for the invitation to the** Gladetown Reunion and commented on the success of the National Night Out and expressed his appreciation to those who participate in the Neighborhood Watch Groups. He also commented on the recent public meeting on the new branch of the Vinton Library.

**Mr. Hare made brief comments on the financial reports** for May and June 2013. The Finance Committee met last Monday and reviewed the May and June reports. The June report shows that we came within \$14,000 of the General Fund revenue target. Expenditures were down by \$466,573 with \$293,000 of that being from savings in wages and salaries and all the related benefits, mostly in the Police Department. The total General Fund report was favorable and it is contributed to the great work by staff controlling the costs but continuing to maintain the same level of service that we would expect with less employees. On the Utility Fund side the revenue target was missed by about \$149,277, but expenditures were down.

Mr. Hare moved that Council approve the May and June 2013 financial reports; the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Altice, Adams, Hare, Nance, Grose; Nays (0).

Approved May and June 2013 financial reports

Mr. Hare commented that the Finance Committee also discussed a change to the current procurement policy that will be brought to Council for action at an upcoming meeting. Barry Thompson announced that Lijah Robinson, the Accounting Manager, announced his resignation and will be leaving the Town mid-September and his position has been advertised. The Town Manager commented that Lijah has been a huge asset in helping to bring the Finance Department forward over the past two years.

**Comments from Council: Mr. Hare commented that a** citizen has made several requests on-line regarding the crosswalk from Thrasher to the Library and he wanted staff

to follow up on the request. Vice Mayor Nance commented on the Gladetown Reunion, National Night Out and the continued excitement over the new library. Mr. Altice and Mr. Adams also made additional comments on the Gladetown Reunion, National Night Out and the library.

Mr. Adams asked about the issue of having enough power to the Chestnut Mountain Water Tower where the Rescue Squad has their antenna to keep a heater running all winter long. He would also like to see Council consider a timer to limit the amount of time that we allow speakers to have the floor and asked staff to see what is available.

The Mayor stated that there have been a lot of comments in the Town regarding some type of a downtown park area and Council would like to ask staff to do a study and prepare a report. The Town Manager commented that the leadership team has already met in a smaller subgroup and has put together some very preliminary scope of work options. After further discussion and comments, the Town Manager indicated that staff will bring their report back to Council.

Gary Woodson mentioned that Angelo's is currently closed due to health issues.

Mr. Hare asked what the park study would look like and the Town Manager responded that we would have to hire someone because we do not have the expertise. Staff can bring back some options such as the scope of work and type of features that Council might be looking for. Mr. Adams commented that he understood we were going to contact Roanoke County Parks and Recreation to see what their suggestions might be for the areas we have and the Town Manager said we can definitely do that.

Mr. Hare made a motion to adjourn the meeting; the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None. The meeting was adjourned at 9:10 p.m.

APPROVED:

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Bradley E. Grose, Mayor

ATTEST:

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Susan N. Johnson, Town Clerk

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, SEPTEMBER 3, 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  
Barry Thompson, Finance Director/Treasurer  
Ben Cook, Police Chief  
Gary Woodson, Public Works Director  
Anita McMillan, Planning & Zoning Director  
Joey Hiner, Assistant Public Works Director  
Karla Turman, Associate Planner/Code Enforcement  
Kevin Kipp, War Memorial Facilities Manager  
Lijah Robinson, Accounting Manager

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

The first item related to a briefing on the update to the Roanoke Valley-Alleghany Regional Pre-Disaster Mitigation Plan. Karla Turman commented that in 2006 the original Plan for the Valley was adopted and it has to be updated and approved every five years. Without the Plan, we would not be eligible for FEMA funds. The Roanoke Valley-Alleghany Regional Commission serves as the central point of contact for monitoring implementation of the plan and the required five-year updates. The updated Plan has gone to the Virginia Department of Emergency Management to get pre-approval and now it has to be adopted by all of the jurisdictions and then it goes to FEMA for final approval.

There is one area in the Town's plan that will have to be amended based on a FEMA Community Assistance Visit last month. This relates to a flooding hazard in the Cedar Avenue Mobile Home Park. We will have to amend our plan and add a new mitigation strategy and goal that if any mobile homes in this Park are flooded in the future, that they cannot be replaced because they are in a floodway. According to our current Plan, they can be replaced which is not in compliance with the flood standards. If we do not comply, we will be dropped from the National Flood Insurance Program. There are currently ten trailers in that area that could be affected. The trailers going up the hill would not be affected because they are not in the floodway

and not in a designated mobile home park. Duplexes and such would not be affected because they are permanent buildings, not mobile.

Ms. Turman explained that the flood way would be the land right around the creek and the flood plain would be on the outside of the flood way.

Mr. Hare asked how would the mobile home owners be made aware of this new change and the response was the Town would be responsible for letting them know. The Park is one piece of property and the individuals rent the lots from that owner. Anita McMillan commented that when the Town's floodplain ordinance was amended in 2007, every owner of a floodplain property was notified. The Town will do the same again as well as notifying any occupant of the properties. One of the reasons that FEMA is doing this is to avoid repetitive loss claims. There are at least three properties in the Town that constantly file claims for flood damage, but the owners have done nothing to mitigate the risks.

Ms. Turman briefly commented on other aspects of the Plan and steps that the Town has taken in the past to mitigate losses due to floods. We have our own stormwater ordinance and participate in the National Flood Insurance Program. The National Flood Insurance Program has adjusted their rates and those whose rates were grandfathered will see an increase of 20% per year.

The Town Manager commented that the approval of the Plan will be on the next Council meeting for action.

Mr. Hare asked about Table 84 that has a list of projects with cost estimates and Ms. Turman responded that these projects have been identified in the mitigation goals as strategies. Each locality has to list each project and the Regional Commission comes up with the cost estimate. The Town Manager stated that the list is an assessment of the needs and then they are prioritized as funding is available. Ms. McMillan commented if funding is made available, we will not be eligible if we do not list these projects. Ms. Turman further commented that there are some projects that have probably been taken care of because this update was worked on two years ago and it is just now getting back to the localities for approval.

**The next item was a briefing on the Stormwater Programs** Development Study/Stormwater Utility Feasibility Study. Anita McMillan reviewed her staff report commenting that by July 1, 2014, the Town, like other MS4 localities, will be responsible for enforcing the new Virginia Stormwater Program. Up to this point, the State has

accepted, reviewed and issued the stormwater permits for any development that is an acre or more, but effective July 1, 2014, the localities will have to start doing this. Because of the new requirements, we will not only have to address the construction activities, but will have to start sampling some of the water quality to make sure we meet our allocation as far as the sedimentation and e coli.

Ms. McMillan reminded Council about the recent Memorandums of Understanding that Council approved with Roanoke County to provide two stormwater services to the Town. Roanoke County sent out an RFP to select a consultant to assist them in evaluating their existing stormwater programs and they have selected AMEC. The County applied for and received a grant from the DEQ in the amount of \$49,621 to offset the cost of the study. The total cost of the study is \$119,378 and the County has contacted the Town to see if we want to share in the consultant's costs and include evaluation of the Town's program as well. We feel that the Town's share would be approximately \$10,000.00. We hope to have a formal agreement by the next meeting for Council's review and approval. Ms. McMillan then read the list of the consultant's anticipated tasks included in her staff report.

A Stormwater Advisory Committee Kick-off will be held in each magisterial district. The one for the Vinton Magisterial District is tentatively set for October 3<sup>rd</sup> and we hope to have it at the War Memorial.

In response to a comment by the Mayor regarding our stormwater retention ponds, the Town Manager stated that as part of leading up to all the stormwater work and our partnership with the County regarding inspections, Anita McMillan and the County Inspector visited all of the private and public ponds and inspected them, came up with a task list and communicated with the owners. There are 32 ponds in the Town, four of which are public.

Regarding the consultant cost, Ms. McMillan commented that the Town's share of the consultant's cost was reduced, through several telephone calls, from the original amount of \$25,000.00 to \$10,000.00. The Town Manager further commented that the County has developed a Stormwater Advisory Committee. We have recommended three Town representatives, David Jones, one church representative and one small business owner and we will let Council know who is chosen for the Vinton District. There will be two seats.

Ms. McMillan next commented that by December 15, 2013, the Town has to send to the DEQ a draft ordinance that has been reviewed by Council. It will have to be formally

adopted by March of 2014. The public engagement will be through the Advisory Committee and as that Committee along with the Consultant narrows down what our options are, that information will come back to Council from a draft standpoint to give to DEQ. Once the DEQ reviews the draft and gives us comments back, then it will have to be officially adopted by Council. This will require a public hearing.

Ms. McMillan also commented that if the County and the Town decide the way to fund the program is with a utility fee, then a joint public hearing has been tentatively set for January 23, 2014.

The Work Session ended at 6:55 p.m. and Council recessed for five minutes.

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

Roll Call

**Chief Book introduced Officer William Welch to Council** and made brief comments. He also announced that Officer Zachary Hurt has returned back to the Department from deployment.

**The Mayor presented to Barry Thompson, Finance Director/Treasurer,** the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended June 30, 2012. The Department has received this award for 17 years. Mr. Thompson then recognized Lijah Robinson, Accounting Manager, who will be leaving the Town in mid-September, to move to Knoxville.

**The Mayor next commented on a Proclamation** declaring September as National Preparedness Month in the Town.

**Under citizens' comments and petitions, Glenn Marshall** of 529 Tinker Avenue, Vinton, indicated that he had not heard anything further regarding his request at the last Council meeting to be allowed to keep chickens on his property. The Town Manager commented that staff has met and the goal is to bring the report back at the next meeting to get direction from Council.

Anita McMillan commented that since we have adopted the chicken ordinance in 2011, there have been four permit holders. In 2012 there were three renewals and one new one and this year we have three permits issued.

There are approximately 72 parcels in the Town that will qualify with one acre or more. Mr. Marshall's property is about 12,600 square feet and there are 2,500 to 3,000 parcels that fall into that size category.

**The next item on the agenda was to consider adoption** of a Resolution awarding a bid and authorizing the Town Manager to execute contracts with Fidelity Power Systems in the total amount of \$116,244.00 for a permanent and mobile generator and appropriating funds not already in the FY2013-2014 budget in the amount of \$16,319.00.

Gary Woodson commented that at the last meeting Council decided to proceed with the purchase of a permanent generator for 3<sup>rd</sup> Street, a mobile generator to function as emergency backup support and the electrical connections for six of our essential wells. Fidelity Power Systems was the only vendor who priced both generators and was the low bidder. There is already \$100,000 in this year's budget for this purpose and we have used \$75 to run the newspaper ad. The total cost is \$116,244 and we are requesting that the difference of \$16,319.00 be transferred out of the contingency account.

The estimates that were given for the electrical connections were based on the price of copper at that time. We will need to go out for bid and bring back to Council for approval at a later date.

Mr. Adams commented that a citizen had asked if instead of purchasing the mobile generator, could we have an agreement with a local company that rents the generators rather than buying one and having it sit until we need it. Mr. Woodson replied that the mobile generator we are purchasing will be built to meet our needs. When there is an emergency, it affects everyone around us and any type of equipment or service you would need is going to be in high demand. Mr. Hare asked if the price for the permanent generator included installation costs and the response was yes. It also includes removal and disposal of the old unit.

In response to questions about the time frame of getting the generators, Mr. Woodson commented that we should have the bids back on the electrical connections and have them in place before the mobile generator arrives. Mr. Woodson further commented that we have other smaller generators that could be utilized at the smaller wells.

Mr. Hare commented that the balance of \$16,319 and the cost of doing the electrical connections will all come out

Adopted Resolution No. 2033  
awarding a bid and authorizing the

of fund balance. Barry Thompson commented that the Resolution needs to be corrected to indicate that the funds will be transferred instead of appropriated. Vice Mayor Nance made a motion that the Resolution be adopted as revised; 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.

**The next item on the agenda was to consider adoption** of a Resolution appropriating funds in the amount of \$3,315.00 received through the VML Insurance Programs Risk Management Safety Grant Program to the Public Works budget. Gary Woodson commented that these grant funds were used to purchase six additional hand-held radios for Public Works along with accessory equipment such as rapid chargers, antennas and back-up batteries. Mr. Altice made a motion that the Resolution be adopted as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

**The next item was to consider adoption of a Resolution** authorizing the Town Manager to execute a contract with Elevation Advertising LLC for branding and marketing services.

Ryan Spitzer commented that an RFP was sent out in May and we received 12 responses. These were narrowed down to six and then the final two, Elevation and a local firm. Through a long process of matrixes and criteria that the committee thought would best serve the Town, we selected Elevation from Richmond. The total cost is \$20,000 plus \$1,000 for incidentals. The amount of \$15,000 will come from the CDBG Grant and \$6,000 from the Economic Development advertising line item.

The contract provides for an eight-week time period to do the branding work. The process will begin with a meeting with Council and other stakeholders to get information about what the Town wants from a branding and marketing effort and then they will go back and assemble the information and come back two weeks later and do further interviews with citizens and Town staff. Next will be competitive research of other localities in our area and then a brand will be created that will give us a competitive advantage over our neighbors and the region. Vice Mayor Nance made a motion that the Resolution be adopted as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

Town Manager to execute contracts with Fidelity Power Systems in the total amount of \$116,244.00 for a permanent and mobile generator and transferring funds not already in the FY2013-2014 budget in the amount of \$16,319.00

Adopted Resolution No. 2034 appropriating funds in the amount of \$3,315.00 received through the VML Insurance Programs Risk Management Safety Grant Program to the Public Works budget

Adopted Resolution No. 2035 authorizing the Town Manager to execute a contract with Elevation Advertising LLC for branding and marketing services

**Under update on old business, the Town Manager** commented that staff is working with the two property owners on Daleview Drive to formalize their request to vacate and go through the process with the Planning Commission. Staff will have a report on the chicken ordinance at the next meeting and Vice Mayor Nance stated that they should take into consideration the ability to be able to enforce the ordinance without creating too much additional work.

In regards to Mr. Gross' sign, he did separate his signs as requested, but it still hard to see. It is not in direct violation of any code that we have, but it is in the Town's right-of-way. All the banners that Mr. Overstreet mentioned at the last meeting have been taken care of. A meeting has been scheduled to look at the issue of power to the Chestnut Mountain Water Tank.

The park study request will be brought back to Council in a work session at the first meeting in October. The signage on Preston Road is in place and the bubble cones at the intersection of Glade and Virginia will be put in place after the paving is completed this fall.

In other business, the Town Manager commented that a property owner has approached the Town about purchasing an old well lot in Lindenwood which is behind his property. We will contact the property owner and ask him to make a formal request and we will evaluate and bring to Council for their consideration.

Regarding a timer for the Council meetings, there are several options available. The Mayor said he would like to discuss with Council members individually and let us know.

**The Mayor welcomed Officer Zachary Hurt back from** his deployment and reminded everyone of the last Mingle at the Market on September 14<sup>th</sup>. He also commented that he had discussed with the Town Manager and Town Clerk the idea of adding to our regular agenda a section to announce community events either from the floor or by Council.

**Mr. Hare made brief comments on the financial report for July 2013.** The Finance Committee met before the Council meeting and discussed two items, an update from the War Memorial and the July financial statement. Regarding the War Memorial, for the fiscal year 2013, it felt short of its budgeted revenue target of \$177,500, came in at just under \$124,000. Also on the expenditure side, the budget was overspent a little under \$10,000.00. There were some additional operating costs such as

having to bring in a generator last year during the storm and then having the building wired in the event of a future storm event. Also, a preventative maintenance contract for the HVAC system was also secured with Varney. There was a purchase of re-sale items just under \$15,000, but \$22,000 of revenue has been received from the items. Overall around 286 events happened last year at the War Memorial with the most events being religious in nature. So far for the month of July, there is a \$2,700 profit and bookings are up from last year.

Mr. Hare then commented on the July 2013 report stating that we are above projected total revenues in the General Fund and expenditures are down. On the Utility side in revenues, we are just under \$100,000 which includes the rate increase. In a comparing last year and this year our water consumption is down four million gallons because of the extreme amount of rain we had. Vice Mayor Nance commented that the Finance Committee will have to pay close attention to this fact because the first bond payment is due November 1<sup>st</sup> and we need the revenue to come in to cover this payment. Mr. Thompson commented that our revenue remained about the same even though the consumption was down, the rate increase kept the revenue at about the same. Mr. Hare moved that Council approve the July 2013 financial report; the motion was seconded by Vice Mayor Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Altice, Adams, Hare, Nance, Grose; Nays (0).

Approved July 2013 financial report

**Comments from Council: Mr. Hare asked about the** crosswalk on Washington that he mentioned at the last meeting. Mr. Woodson responded that they are currently getting costs together to do all of Washington up to By-Pass Road. Mr. Hare also commented on the current issue at hand concerning a strike against Syria, that we should be very careful how we use our military and he hoped our elected officials have the right information to make the best choice and for the right reason. Vice Mayor Nance thanked Mr. Booth for attending the meeting. Mr. Adams said thanks for getting the sign for Preston Road.

The Town Manager commented on our United Way campaign that began on August 26<sup>th</sup> and will run through September 6<sup>th</sup>. Our goal is \$4,595 and we are at 70% of our goal. A Celebration Event will be this Friday at the Senior Center and Council members are invited.

Vice Mayor Nance made a motion to adjourn the regular meeting; the motion was seconded by Mr. Hare and carried by the following vote, with all members voting:

Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None. The regular meeting was adjourned at 8:10 p.m.

**The Work Session continued at 8:27 p.m. with a** briefing on outdoor venue space at the War Memorial. Kevin Kipp commented that he would like to install 500 square feet of flagstone on the side entrance of the building. The project would include removing the two crepe myrtles, the junipers and liriopse. He referred Council to the sketch provided with the agenda. The cost will be approximately \$2,000.00.

The project will give additional space for clients to hold outdoor events if they choose and will serve as a gathering place for other outside activities. In booking weddings, a lot of brides are interested in an outdoor space for their ceremony. This will give us an advantage over some other venues because we have climate-controlled indoor backup. There are only a couple of venues that can compete with us in that area. This will give us space for up to 130 people if you include the new area and what is already in existence and there is a demand for this type of space.

The Town Manager commented on the cost and how it will be paid for and the fact that there are already individuals interested in renting the space once it is created. Mr. Kipp stated that the cost can be paid from his current budget. Public Works will be assisting in removing the plants and getting the area ready for the flagstone. After further comments from Council, they all gave their consensus to proceed with the project.

**The next item was a further briefing on a new catering** policy for the War Memorial. Kevin Kipp showed several pictures of food and set-ups he has been doing over the past several months. He commented on the catering policy that has evolved over the years and that he has tried to enhance the choices that the clients have.

As far as food and beverage, the choices are to choose one of our recommended caterers, bring your own food in, bring in an outside caterer, have delivered or can buy in a bundle. We want to formalize the RFQ process with the ultimate goal to get a few more qualified caterers to bundle with for all inclusive service. The Mayor commented that it was his concern before that he does not want us to limit ourselves to one caterer, but now he understands that an individual does not have to go with the bundle, but can use their own caterer.

Vice Mayor Nance said actually it will give more options, bring in your own caterer off the list and pay a fee, pick

from a list of caterers we have pre-selected or choose an all-inclusive package.

Mr. Kipp indicated that the one change would be a kitchen use fee of \$125 if you bring in a caterer not on the recommended list. In response to a question about the fee being flexible depending on the size of the event, the answer was yes. The Town Manager commented that this fee will help to recoup some of our own costs.

Further comments and discussion was had regarding the use of only one caterer and how it is being perceived in the community. Mr. Kipp indicated that he had reached out to other caterers about doing the bundle packages without success. Those caterers are still on the list as a choice for customers who do not want to bundle.

Mr. Hare asked could we speculate why the caterers are not interested in bundling with us and Mr. Kipp responded because it is very subjective. He provided examples of other venues that have exclusive caterers and how a lot of other caterers handle their business.

The Town Manager stated that we need to decide on the catering policy first and then put out the RFQ. Mr. Adams commented that if we put out the RFQ and no one responds, how can someone complain.

Vice Mayor Nance then commented that in principle the plan sounds good, but if at the end of this process we only end up with one caterer, there may not be the endorsement of Council. The Town Manager summarized that when the RFQ goes out, Council wants to have more than one caterer, but if we only get one, then the direction is that we will not offer that service. We have done the pilot test with one caterer and we know it works as a revenue generator, but the issue is that we cannot continue to be an exclusive for one caterer.

The Work Session was adjourned at 9:11 p.m.

APPROVED:

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Bradley E. Grose, Mayor

ATTEST:

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Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

September 17, 2013

### **Department**

Administration

### **Issue**

Proclamation for Alzheimer's Month

### **Summary**

Annette Carter, a member of the local Alzheimer's Walk Committee, will be present to accept the Proclamation. The local Walk is September 28<sup>th</sup> in downtown Roanoke.

### **Attachments**

Proclamation

### **Recommendations**

Read Proclamation and present to Ms. Carter



# PROCLAMATION

- WHEREAS,** the nation and the Town of Vinton observe World Alzheimer's Awareness Month during the month of September; and
- WHEREAS,** Alzheimer's disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments; and
- WHEREAS,** an estimated five million Americans have Alzheimer's disease with as many as 200,000 of those being individuals under the age of 65 who have younger-onset Alzheimer's; and
- WHEREAS,** Alzheimer's disease is the sixth leading cause of death in the United States, more than prostate cancer and breast cancer combined; and
- WHEREAS,** the human cost of Alzheimer's disease is staggering with 15.4 million caregivers in 2012 providing an estimated 17.5 billion hours of unpaid care, a contribution to the nation valued at more than \$216 billion; and
- WHEREAS,** every 68 seconds, someone in America develops Alzheimer's disease and by mid-century someone will develop Alzheimer's every 33 seconds; and
- WHEREAS,** in recognition of the individuals, families, friends and caregivers dealing with Alzheimer's disease and the researchers who are seeking a cause or cure; and
- WHEREAS,** the Town of Vinton recognizes the efforts of the Alzheimer's Association to raise funds to support research and promote awareness of Alzheimer's disease and asks its citizens to find ways to *Do A Little Big Thing* in the fight to end the disease.

**NOW, THEREFORE,** I, Bradley E. Grose, Mayor of the Town of Vinton and on behalf of Town Council and all our citizens do hereby proclaim the month of September 2013 in the Town of Vinton as

**"WORLD ALZHEIMER'S AWARENESS MONTH"**

**IN WITNESS WHEREOF,** I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 17th day of September, 2013.



*Bradley E. Grose*

Bradley E. Grose, Mayor



## **Town Council Agenda Summary**

### **Meeting Date**

September 17, 2013

### **Department**

Administration

### **Issue**

Consider adoption of an Ordinance authorizing the Mayor or the Town Manager to execute an Agreement between the Counties of Botetourt, Franklin and Roanoke, the Cities of Roanoke and Salem, and the Town to create the Western Virginia Regional Industrial Facility Authority.

### **Summary**

Seven local governments participated in the Economic Summit conducted at Green Ridge Recreation Center on February 28, 2013. At the Summit, an economic development specialist discussed trends and needs for future economic development opportunities.

Attending the Summit were representatives from the Counties of Botetourt, Franklin, Montgomery and Roanoke, the Cities of Roanoke and Salem and the Town of Vinton.

After the economic development specialist's presentation, the seven local governments discussed continuing the dialogue of working together to address future economic opportunities. Since that time, staffs from the seven local governments have been working to determine what would be the best strategy to move forward with the theme of establishing regional cooperation and collaboration among the seven local governments.

Staff determined that establishing an Authority would be the best mechanism by which to establish regional cooperation and participation in future economic opportunities.

The basis for establishing such an Authority is to provide the participating local governments the opportunity to work together on developing industrial facilities and other improvements which are allowed by the Act which authorizes local governments to establish such regional authorities.

For example, two or more of the participating local governments could agree to form a participation committee by which one industrial facility could be established. The participating

local governments would contribute funds and other assets to the project and then decide how to share the future tax revenues generated by the regional industrial facility. The key is that a participation group would be established in accordance with the terms and conditions which would be negotiated between all parties. There are no conditions or terms which mandate participation in any project. Participating local governments would decide individually when and where to invest in future projects.

No cost estimate has been developed at this time. Beth Doughty, Executive Director, Roanoke Regional Economic Development Partnership has agreed to serve as the Authority's Administrative Office. With the Partnership's participation in the Authority, the cost to the local governments is expected to be low. The Authority will have the ability to charge dues if the membership unanimously agrees.

### **Attachments**

Draft Agreement Creating the Western Virginia Regional Industrial Facility Authority Ordinance

### **Recommendations**

Motion to adopt Ordinance

**AGREEMENT CREATING THE  
Western Virginia Regional Industrial Facility Authority  
Adopted: \_\_\_\_\_, 2013**

**WHEREAS**, the purpose of the Regional Industrial Facility Authority Act is to enhance the economic base for the member localities by developing, owning, and operating one or more facilities on a cooperative basis involving its Member localities, and

**WHEREAS**, the exercise of the power granted by Chapter 65 of Title 15.2 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; and,

**WHEREAS**, the named governing bodies have further determined that joint action through a regional industrial facility will facilitate the development of the needed industrial facilities.

**THEREFORE IT IS HEREBY RESOLVED THAT**, pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400, *-et seq.*, Code of Virginia, 1950, as amended, (the "Act"), the governing bodies of the County of Botetourt, the County of Franklin, the County of Roanoke, the City of Roanoke, the City of Salem and the Town of Vinton hereby agree to create, by concurrent adoption of ordinances, the Western Virginia Regional Industrial Facility Authority (the "Authority") for the purpose of enhancing the economic base for the Member localities by developing, owning, and operating one or more facilities on a cooperative basis involving its member localities.

**ARTICLE I.**

**NAME AND OFFICE**

The name of the authority shall be the Western Virginia Regional Industrial Facility Authority and the address of its office is C/O Roanoke Regional Partnership, 111 Franklin Road, S.E., Roanoke, VA 24011.

**ARTICLE II.**

**PARTIES TO THE WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY  
AUTHORITY AGREEMENT**

The initial members of the Authority are:

Botetourt County, Virginia  
Roanoke County, Virginia  
Roanoke City, Virginia

Franklin County, Virginia  
Town of Vinton, Virginia  
Salem City, Virginia

and are authorized by the Act to participate in this Authority and shall each be called a "Member locality" and collectively, the "Member localities".

The governing body of each of the Member localities shall appoint members to the Authority pursuant to Section 15.2-6403 (A) of the Act. Each of the Member localities shall appoint two (2) members to the Authority. The members of the Board shall be elected in accordance with Article IV hereof.

Each Member locality may appoint two alternate board members, to be selected in the same manner as board members and shall perform all duties including voting in the member's absence. Each board member, and alternate, of the Authority before accepting their appointment and begin discharge of their office duties, shall take and subscribe to the oath prescribed in Section 49-1 of the Code of Virginia, 1950, as amended.

At any time subsequent to the creation of this Authority, the membership of the Authority may, with the approval of the Authority Board, be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance proposing to join the Authority that conforms, to the requirements consistent with Section 15.2-6402, clauses i, ii, iii and iv of the Code of Virginia.

**ARTICLE III.**

## **FINDING; PURPOSE; AND GOVERNMENTAL FUNCTIONS OF THE AUTHORITY**

The Member localities agree that this Authority has been established for the following purpose and function.

1. The Member localities agree that the economy of the Western Virginia Regional Industrial Facility Authority area has not kept pace with those of the rest of the Commonwealth. The respective individual Member 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 powers granted by the Act shall be in all aspects for the benefit of the inhabitants of the region for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity.
3. The Act provides the six Member localities with many powers by which the Member localities may interact as one body or as individual participating groups consisting of one or more Member localities 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 IV.**

### **BOARD OF THE AUTHORITY**

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"). The Board shall consist of two board members from each Member locality. The governing body of each Member locality shall appoint two board members to the Board. Any person who is a resident of the appointing Member locality may be appointed to the Board. Except for the provision for staggered terms for the initial board members as provided hereinafter, each board member of the Board 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 Member localities agree to stagger terms. Each governing body shall appoint their initial

board members to serve and designate one of its board members to serve for two years and the other board member to serve for four year terms. After the initial appointment of these board members, each succeeding director shall serve four year terms. If a vacancy occurs by reason of death, disqualification or resignation, the governing body of the Member 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 member 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 board 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 board member. 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 board members of the Board representing two or more Member 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 board member with notice of any special meeting. No matter not specified in the notice shall be considered at such special meeting, unless all the board members are present. Special meetings may be adjourned or

continued, without further public notice, 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 chair, vice chair, treasurer, and secretary 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 board member shall receive compensation.

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 member 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 a unanimous vote of Member localities.

## **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, pursuant to the Act as it currently exists or may be amended;  
Powers of the Authority:

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.

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 word "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.**

#### **PARTICIPATION AGREEMENTS FOR INDUSTRIAL FACILITIES**

The Act authorizes different mechanisms which the Authority may select to undertake in meeting the purposes listed above, but the primary purpose of this Authority is to establish Participation Agreements, by which industrial facilities may be constructed and developed in the Authority's membership area. The Authority may enter into Participation Agreements pursuant to Section 15.2-1300, *et. seq.*, of the Code of Virginia. The Agreements shall be negotiated between all parties and be consistent with the powers granted by the Act. Such participation agreements may include participation by public and private entities not Member localities of the Authority.

In no case, shall the full faith and credit of the Authority be pledged without the unanimous consent of the Member localities. Each Member locality may consider its terms in the participation in each proposed project. The cost for such Participation Agreements and any remuneration from the creation of a Participation Agreement shall only be shared by the Member localities that participate in the Participation Agreement in accordance with the participating agreements for that project.

## **ARTICLE VII.**

### **DONATIONS TO AUTHORITY; REMITTANCE OF TAX REVENUE**

A. Member localities are hereby authorized to lend, or donate money or other property to the Authority for any of its purposes. The Member 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 Member locality.

B. The governing body of the Member locality in which a facility owned by the 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 Member locality.

## **ARTICLE VIII.**

### **REVENUE SHARING AGREEMENTS**

Notwithstanding the requirements of Chapter 34 (Section 15.2-3400 *et seq.*), the Member 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 the 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 unanimous vote of the governing bodies of the Member localities reaching such an agreement, but shall not require any other approval.

## **ARTICLE IX.**

### **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 issued pursuant to the Act shall comply with all terms and conditions identified in Sections 15.2-6409, 15.2-6410, 15.2-6411 and 15.2-6412 of the Code of Virginia.

## **ARTICLE X.**

### **ACCOUNTS AND RECORDS**

The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes, provided that such accounts correspond as nearly as possible to the accounts and records for such matters maintained by corporate enterprises. The accounts and records of the Authority shall be subject to audit pursuant to Section 30-140, and the costs of such audit services shall be borne by the authority. The Authority's fiscal year shall be the same as the Commonwealth's.

## **ARTICLE XI.**

### **DISSOLUTION OF AUTHORITY**

Any Member locality of the Authority may withdraw from the Authority (i) upon dissolution of the authority as set forth herein and after satisfaction as such Member locality's legal obligation, including repayment of its portion of any debt increased with refund to the Authority, or after making contractual provisions for the repayment of its portion of any debt incurred with refund to the Authority, as well as pledging to pay any general dues for operation of the Authority for the current and preceding fiscal year following the effective date of withdrawal.

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

Upon withdrawal, the withdrawing Member locality shall also return to the Authority any dues or other contributions refunded to such Member locality 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 the Authority may be introduced in the General Assembly. The dissolution of the 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 XII.**

### **AUTHORITY OPERATIONS**

The Member localities shall establish and approve By-laws by which the Authority shall be operated for the benefit of all participating localities. The Authority may also establish Policies and Procedures and/or a User Agreement in order to manage its daily operations.

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**APPROVED TO FORM:**

\_\_\_\_\_  
Attorney

ATTEST: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

DRAFT 8.27.13

**ORDINANCE NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, SEPTEMBER 17, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.**

**AN ORDINANCE**, authorizing the Town Manager to execute the Agreement Creating the Western Virginia Regional Industrial Facility Authority (“Agreement”), between the Town of Vinton, Botetourt County, Franklin County, Roanoke County, the City of Roanoke, and the City of Salem; authorizing the Town Manager to execute any and all documents necessary to establish the Western Virginia Regional Industrial Facility Authority consistent with the terms and conditions of the Agreement.

**WHEREAS**, pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 15.2 of the 1950 Code of Virginia, as amended (the “Act”), the governing bodies of Botetourt County, Franklin County, Roanoke County, City of Roanoke, City of Salem and the Town of Vinton desire to improve the economies of their localities; and

**WHEREAS**, providing a mechanism for localities in the creation to cooperate in the development of facilities will assist the region in its economic growth; and

**WHEREAS**, the General Assembly of the Commonwealth of Virginia has recognized that regional industrial facility authorities will enhance the economic base for the member localities by developing, owning, and operating one or more facilities on a cooperative basis involving its member localities; and

**WHEREAS**, regional industrial facility authorities and the powers vested in such authorities shall be for the benefit of the inhabitants of the region, and other areas of the Commonwealth, for the increase their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity; and

**WHEREAS**, the Town of Vinton is authorized by the Act to participate in such regional industrial facility authorities and the Town Council of the Town of Vinton, Virginia, in conjunction with other governing bodies hereby proposes to create the Western Virginia Industrial Authority, a public body politic and corporate created pursuant to the Act.

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

1. The economic growth and development of the Town of Vinton, Virginia and the comfort, convenience and welfare of its citizens require the development of facilities; and
2. Joint action through a regional industrial facility authority by Botetourt County, Franklin County, Roanoke County, the City of Roanoke, the City of Salem and the Town of Vinton will facilitate the development of the needed facilities; and

3. The Town Manager is authorized to execute the attached Agreement, substantially in the form attached hereto as Exhibit A, and any and all requisite documents pertaining to the creation of the authority, establishing the respective rights and obligations of the member localities with respect to the authority consistent with the provisions of Section 15.2-6400 *et seq.* of the Code of Virginia.

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

AYES:

NAYS:

APPROVED:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

September 17, 2013

### **Department**

Administration

### **Issue**

Consider adoption of an Ordinance amending Chapter 2, Administration, Article III Officers and Employees, Division 2, Town Manager, Section 2-56, To be purchasing agent, of the Vinton Town Code relating to the Town's Purchasing Policy.

### **Summary**

The Town Code, Section 2-56 states that the threshold for purchases requiring approval by Town Council is \$20,000. This originated as part of the 1997 code amendment and purchasing policy establishment. The state code allows up to \$100,000 for administrative action. Additionally, the state code changes from time to time, thus any state code may make our local town code out of date.

The proposed procurement policy establishes the financial limits for purchasing of goods and services. If the state code were to change, we would simply amend the policy, rather than change the actual Town Code. Town Code changes require a financial expense to change and publish the actual code, both written and on-line version.

To facilitate a change in the purchasing policy and increase the authorized amounts for administrative action, the Town Code needs to be amended to remove the monetary limit. The policy itself, as approved by Town Council, becomes the instrument by which Council establishes policy control of spending public funds.

### **Attachments**

Ordinance

### **Recommendations**

Motion to adopt Ordinance

**ORDINANCE NO.**

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

**AN ORDINANCE** to amend Article III, section 2-56, "To be purchasing agent," of Chapter 2, Administration, of the Vinton Town Code for the purpose of updating the section that designates the town manager as purchasing agent to reference the town's internal purchasing policy and eliminate the monetary limit of \$20,000.00; and providing for an effective date.

**BE IT ORDAINED** by the Town Council of the Town of Vinton that Article III, section 2-56, "To be purchasing agent," of Chapter 2, Administration, of the Vinton Town Code is hereby amended and reenacted as follows:

**ARTICLE III. – OFFICERS AND EMPLOYEES**

**DIVISION 2. – TOWN MANAGER**

**Sec. 2-56. - To be purchasing agent.**

The town manager shall be the purchasing agent of the town. He may delegate this authority only in accordance with written policies which have been expressly approved by the town council. ~~With respect to All purchases of goods or services having a value of \$20,000.00 or more, town policies~~ must conform to the requirements of the town's purchasing policy and the Virginia Public Procurement Act as found in Code of Virginia, § 2.2-4300 et seq.

This ordinance shall take effect upon passage.

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

AYES:

NAYS:

APPROVED:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

September 17, 2013

### **Department**

Administration

### **Issue**

Consider adoption of a Resolution approving a new Purchasing Policy.

### **Summary**

The Town's current purchasing policy was adopted in 1997 and is out of date in regards to the monetary amounts designated for small and large purchases. The current policy requires Town Council approval for any purchases or professional services over \$20,000. The current state code allows administrative decisions to be made up to \$100,000.

The purchasing policy was evaluated and drafted by the town's Management Intern, Brandon Gann, with input and direction from the Town Manager, Finance Director/Treasurer, Accounting Manager, and the Town Attorney.

As proposed, all purchases under \$50,000 or professional services less than \$30,000 will follow the procedures established in the proposed policy. The purpose is to first, maximize the competitive environment by which the town procures goods and services. Second is to allow for efficient and timely decision to be made to ensure the best value for spending public dollars. Our current policy is very restrictive and may add four to eight weeks to the purchase process through the requirement of Council approval.

Although the state allows the purchase of goods up to \$100,000 with the elected body's formal approval, through our evaluation and input from the Finance Committee, staff is recommending that this threshold be set at \$50,000 for goods and \$30,000 for professional services. Items or services greater than this would be reviewed and acted on by Town Council.

**Attachments**

Purchasing Policy  
Resolution

**Recommendations**

Motion to adopt Resolution

TOWN OF VINTON  
Purchasing Policy  
September 12, 2013

A. Small Purchases

1. Purchases of \$1,000 or less. This level of purchase is delegated to the using department head or designee(s) without obtaining quotations or keeping records. Purchases of \$1,000 or less may be accomplished through the use of a local supply order or the Visa/Purchasing Card. Users are encouraged to compare pricing and utilize previous research when purchasing at this level.
2. Purchases between \$1,000.01 and \$10,000. This level of purchase shall be made on the open market on the basis of terms most advantageous to the Town. It shall be accomplished through the use of a least two attempted telephone, written, catalog or electronic quotations. The using department should obtain these quotations and forward to Purchasing for review and purchase order issuance.
3.
  - a. Purchases between \$10,000.01 and \$30,000. This level of purchase shall be made on the open market on the basis of terms most advantageous to the Town. It shall be accomplished through the use of at least three attempted written or electronic quotations. The using department should obtain these quotations and forward them to Purchasing for review and purchase order issuance.
  - b. Professional Services between \$10,000.01 and \$30,000. This level of purchase shall be made on the open market on the basis of terms most advantageous to the Town. It shall be accomplished through the use of at least three attempted written or electronic quotations with emphasis on qualifications, experience, suitability and timeliness. Cost shall not be the sole determining factor. The Finance Department will obtain these quotations.
4. Purchases between \$30,000.01 and \$50,000. This level of purchase shall be made on the open market on the basis of terms most advantageous to the Town. It shall be accomplished through the use of at least four written or electronic quotations. The Purchasing Division shall obtain these quotations.

B. Large Purchases

1. Large purchases are defined as any purchase whereby supplies, goods, construction and services are estimated to cost \$50,000 and above and professional services over \$30,000. This level of purchase requires that a formal Invitation for Bid or Request for Proposal be issued. This shall be accomplished by soliciting interested bidders and those vendors on the Town's bid list. A legal ad shall also be published in the local newspaper and/or posted on a bulletin board assessable to the general public.
2. Notation: The Invitation for Bid and Request for Proposal are two distinctly different methods of procurement. In general an Invitation for Bid is the most common and contains specifications, a public bid opening, posted bid tabulations, and a firm price offer from a vendor which may not be changed (unless the price is over the town's

TOWN OF VINTON  
Purchasing Policy  
September 12, 2013

budgeted amount). The Request for Proposal differs in that it is a negotiated procurement. Offers are opened in private with no information regarding contents and prices being released until after the negotiation process.

Adopted by Vinton Town Council on \_\_\_\_\_, 2013, by Resolution No. \_\_\_\_\_.

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, SEPTEMBER 17, 2013 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS**, the Town's current purchasing policy was adopted in 1997 and needs to be updated to reflect the current Virginia Public Procurement Act (VPPA) as found in Code of Virginia, § 2.2-4300 et seq.; and

**WHEREAS**, the Town's current purchasing policy requires Town Council approval for any purchases or professional services over \$20,000 and the current state code allows administrative decisions to be made up to \$100,000; and

**WHEREAS**, Town staff has revised the current policy with input and direction from the Town Attorney and although the state allows the purchase of goods up to \$100,000 with the elected body's formal approval, through our evaluation and input from the Finance Committee, staff is recommending that this threshold be set at \$50,000 for goods and \$30,000 for professional services with any items or services greater than these amounts to be brought to Town Council for review and approval.

**NOW THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby adopt the Purchasing Policy as presented, which has been 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:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

September 17, 2013

### **Department**

Planning & Zoning

### **Issue**

Consider adoption of a Resolution approving and adopting the Roanoke Valley-Alleghany Regional Pre-Disaster Mitigation Plan dated June 2013.

### **Summary**

During the Town Council work session held on September 2, 2013, members were briefed on the Pre-Disaster Mitigation Plan put together by members of the counties of Alleghany, Botetourt, Craig and Roanoke; the cities of Covington, Roanoke and Salem; and the towns of Buchanan, Clifton Forge, Fincastle, Iron Gate, New Castle, Troutville and Vinton. Local governments are required to develop and adopt natural hazard mitigation plans in order to receive certain federal assistance.

### **Attachments**

Resolution

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, SEPTEMBER 17, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**ROANOKE VALLEY-ALLEGHANY REGIONAL  
REGIONAL PRE-DISASTER MITIGATION PLAN**

**WHEREAS**, the Disaster Mitigation Act of 2000, as amended, requires that local governments develop and adopt natural hazard mitigation plans in order to receive certain federal assistance; and

**WHEREAS**, a Pre-Disaster Mitigation Plan Committee comprised of representatives from the counties of Alleghany, Botetourt, Craig and Roanoke; the cities of Covington, Roanoke and Salem; and the towns of Buchanan, Clifton Forge, Fincastle, Iron Gate, New Castle, Troutville and Vinton was convened in order to study the Roanoke Valley-Alleghany Region's risks from, and vulnerabilities to, natural hazards, and to make recommendations on mitigating the effects of such hazards on the Roanoke Valley-Alleghany Region; and

**WHEREAS**, the efforts of the Pre-Disaster Mitigation Plan Committee members and the Roanoke Valley-Alleghany Regional Commission, in consultation with members of the public, private and non-profit sectors, have resulted in the development of the *Roanoke Valley – Alleghany Regional Pre-Disaster Mitigation Plan* including the Town of Vinton

**NOW, THEREFORE, BE IT RESOLVED**, by the Vinton Town Council, that the Roanoke Valley-Alleghany Regional Pre-Disaster Mitigation Plan dated June 2013 is hereby approved and adopted.

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**

September 17, 2013

### **Department**

Planning and Zoning

### **Issue**

Consider adoption of a Resolution authorizing the Town Manager to execute a Staging Area License Agreement with Burleigh Construction Co., Inc. for use of town-owned properties located at the intersection of Walnut Avenue and 5th Street related to the VDOT Walnut Avenue Low-Water Bridge Replacement Project.

### **Summary**

In early August 2013, Staff was contacted by Burleigh Construction Company, Inc. that they have been hired by Virginia Department of Transportation for the Walnut Avenue Low-Water Bridge Replacement Project. The contractor would like to use town-owned properties located at the intersection of Walnut Avenue and 5<sup>th</sup> Street as the construction staging area, which will provide storage of equipment, materials, and supplies for the construction project.

### **Attachments**

Resolution  
Staging Area License Agreement

### **Recommendations**

Motion to adopt Resolution

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, SEPTEMBER 17, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS**, Burleigh Construction Company, Inc., the contractor hired by the Virginia Department of Transportation for the Walnut Avenue Low-Water Bridge Replacement Project, has contacted the Town requesting to use town-owned properties located at the intersection of Walnut Avenue and 5th Street as the construction staging area, which area will provide storage of equipment, materials, and supplies for the construction project; and

**WHEREAS**, staff has negotiated a Staging Area License Agreement with said contractor granting the use of said town-owned properties.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby authorize the Town Manager to execute said Staging Area License Agreement with Burleigh Construction Co., Inc.

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

## STAGING AREA LICENSE AGREEMENT

THIS STAGING AREA LICENSE AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of September, 2013, by and between the TOWN OF VINTON ("Town"), a municipal corporation of the Commonwealth of Virginia ("Licensor"), and BURLEIGH CONSTRUCTION CO., INC., a Virginia corporation with a mailing address of P.O. Box 289, Concord, VA 24538 ("Licensee").

### WITNESSETH

WHEREAS, Licensor is the owner of vacant property located at or near the intersection of Walnut Avenue and 5<sup>th</sup> Street in the Town of Vinton, Virginia and further identified as Parcel ID Numbers 060.15-02-01.00-0000, 060.15-02-02.00-0000, and 060.15-02-03.00-0000 (the "Property"); and

WHEREAS, Licensee is reconstructing the Walnut Avenue Bridge for the Virginia Department of Transportation, which is located adjacent or near the Property ("Construction Project"); and

WHEREAS, the Licensee requests to use the Property for the purpose of a construction staging area, which will provide a location for the storage of equipment, materials, and supplies for the Construction Project.

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

1. The Licensee is hereby given permission to occupy the Property, except for that area of the Property located within the floodway as set forth on the map attached hereto as Exhibit "A", for the purpose of maintaining and operating a staging area for the storage of equipment, materials, and supplies for the Construction Project (the "Permitted Use") and for no other reason. Licensee acknowledges and agrees that equipment or materials shall NOT be stored in the floodway. Should the Property be used for another purpose, Licensor may revoke and terminate this Agreement immediately, and Licensee shall vacate and surrender the Property to Licensor immediately upon notification. Licensee agrees hereby to comply with all applicable laws, rules, codes and/or other regulation governing its use of the Property; obtain any and all necessary consents or approvals, and to display same as required by any law, rule, code, or regulations of any administrative or regulatory body, city, county, state, or federal agency, or other such body. Any fee, fine, cost, levy, or other such charge resulting from the failure of Licensee to obtain and/or display any such item shall be the sole responsibility of Licensee. Failure to pay any such charge shall be a default under this Agreement. If such charge remains unpaid for a period of ten (10) days then Licensor may terminate this Agreement.
2. The term of this Agreement shall begin on September \_\_\_\_, 2013, or the effective date of the Town authorizing this license, whichever shall last occur, and end 17 months thereafter or upon completion of the Construction Project, whichever occurs first ("Term"), unless otherwise terminated or revoked pursuant to the provisions of this Agreement.

3. Licensee hereby agrees and covenants that the Property will be kept clean at all times, free of any excessive trash or debris, it being understood however that the nature of the Permitted Use is a staging and storage area for the Construction Project. If Licensee shall fail to maintain the Property in such manner, Licensors shall have the right to clean the Property after five (5) days written notice to Licensee. Licensors shall then be permitted to invoice Licensee for all costs incurred and to add a 15% administrative fee to such costs. Licensee shall pay such invoice within ten (10) days of its receipt or this Agreement shall immediately terminate, and Licensee shall vacate and surrender the Property to Licensors.
4. Licensee hereby agrees and covenants that said Permitted Use will not create excessive noise; and in the event that complaints arise due to excessive noise, then Licensee shall eliminate the source thereof. If Licensee fails to cure within twenty-four (24) hours of notification, Licensors can revoke and terminate this Agreement immediately, and Licensee shall vacate and surrender the License Area to Licensors immediately upon notification.
5. Licensee hereby agrees and covenants that all items, including, but not limited to, equipment and materials placed in or on the Property by Licensee, its employees, agents, or invitees of Licensee, or any occupant of the Property, will be removed from the Property as soon as practicable following termination of this Agreement, but in no event later than five (5) days following termination of this Agreement. If Licensee fails to remove the equipment or materials within a five (5) day period, Licensors shall have the right to remove same from the Property. Such equipment and materials shall become the sole and personal property of Licensors and Licensors may dispose of it at its discretion.
6. Notwithstanding anything contained herein to the contrary, if there is an Event of Force Majeure or the threat of an Event of Force Majeure, Licensors may notify Licensee to vacate the Property. Within twenty-four (24) hours of receiving such notification Licensee shall remove all items from the Property. Licensee may resume occupancy of the Property only upon receiving notification from Licensors that it is appropriate to occupy the Property for the Permitted Use. As used in this paragraph, "Event of Force Majeure" shall mean acts beyond either party's reasonable control, including, without limitation, civil disorder, strikes or other organized labor actions, fires, floods, hurricanes, or other acts of God, or acts of war or terrorism. Licensors shall use diligent efforts to ensure the effects of such Force Majeure are minimized.
7. Upon termination of the Agreement, Licensee shall vacate the Property and return it in the same condition as at the commencement of the Term hereof, reasonable wear and tear accepted. Licensee further agrees and covenants that it will remove all equipment and materials and return the Property to its initial condition at Licensee's sole expense.
8. Licensee shall indemnify and hold harmless Licensors from and against any liability for personal injury or property damage resulting from Licensee's use of the Property.
9. Prior to entering the Property and during the Term of this Agreement, Licensee shall maintain insurance of the types and in the amounts described below. All general liability and automobile/vehicle liability policies will be written in an "occurrence" form unless otherwise specifically approved by the Town. Insurance policies shall provide that Licensors will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If Licensee fails to maintain the insurance as set forth in this Agreement and such failure continues for longer than ten (10) days after

written notice from Licensor, the Licensor shall have the right, but not the obligation, to purchase such insurance at Licensee's expense.

10. The Town shall be named on general and automobile liability policies as "Additional Insured."
  - (i) Commercial General Liability Insurance. Licensee shall maintain Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each accident/occurrence, \$5,000,000 annual aggregate. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent users, products-completed operations, explosion/collapse, personal injury and liability assumed under insured contract.
  - (ii) Worker's Compensation Insurance and Employer's Liability Insurance. Licensee shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/injury.
  - (iii) Automobile/Motor Vehicle Liability Insurance. Licensee shall maintain Automobile Liability insurance with a limit of not less than \$2,000,000 each accident, \$3,000,000 aggregate. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia. This coverage is required only if the Licensee will be operating motor vehicles as a significant operation within, or directly associated with, Licensee's activities on the Property.
  - (iv) Licensee shall furnish Licensor with two (2) copies of the policies, or a certificate(s) of insurance evidencing the policies required herein. In the event of cancellation of, or material change in, any of the policies, Licensee shall notify Licensor within at least fourteen (14) days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this Agreement. If coverage on said certificate is shown to expire prior to completion of all terms of this Agreement, Licensee shall furnish a certificate of insurance evidencing renewal of such coverage to Licensor within ten (10) days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this Agreement. Failure of Licensor or Licensor's designated agents for this Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and/or (2) identify a deficiency in the insurance from documents provided by Licensee, shall not be construed as a waiver of Licensee's obligation to maintain such insurance.
  - (v) Licensee shall require each of its sub-contractors operating on the Property to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Licensee for work performed by the sub-contractor. Each sub-contractor shall furnish to Licensee two (2) copies of

the policies, or certificates of insurance, evidencing such insurance. The sub-contractor shall comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. Licensee shall furnish at least one copy the sub-contractor's policies/certificate to Licensor.

11. All property, equipment, and materials, etc., belonging to Licensee, its employees, agents, or invitees, or any occupant of the Property shall be at the risk of Licensee or other person only, and Licensor shall not be liable for damage thereto or theft or misappropriation thereof.
12. Licensor hereby reserves the right during the Term, for itself or its duly authorized agents or representatives, to enter upon the Property for the purpose of inspecting same or for any purpose whatsoever.
13. Notwithstanding anything contained herein to the contrary, Licensee acknowledges that the permission granted herein is expressly subject to the right of revocation by the Vinton Town Council and that in the event of such revocation; Licensee shall immediately vacate and surrender the Property to Licensor pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first herein written.

LICENSOR –  
TOWN OF VINTON

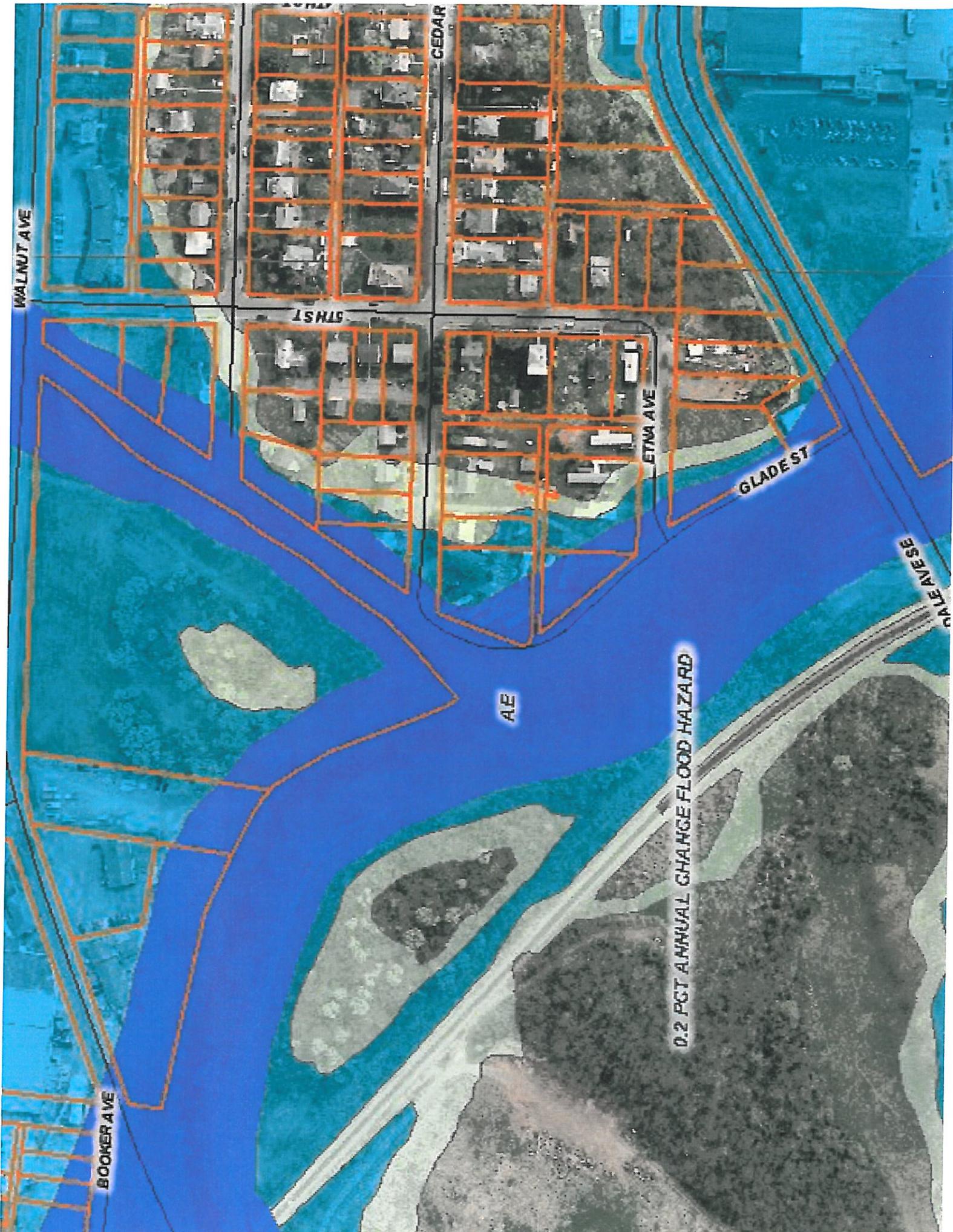
By: \_\_\_\_\_  
Christopher S. Lawrence,  
Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth K. Dillon, Town Attorney

LICENSEE –  
BURLEIGH CONSTRUCTION CO., INC.

By: \_\_\_\_\_  
Phillip Burleigh,  
President and Treasurer



0.2 PCT ANNUAL CHANGE FLOOD HAZARD

AE

WALNUT AVE

CEDAR

5TH ST

ETMA AVE

GLADE ST

GALE AVE

BOOKER AVE



## Town Council Agenda Summary

### Meeting Date

September 17, 2013

### Department

Planning & Zoning

### Issue

Consider adoption of a Resolution authorizing the Town Manager to enter into a Contractual Agreement with Roanoke County to share the cost of AMEC, consultant for the stormwater program development study.

### Summary

On September 3, 2013, Town Council was briefed by staff on the need for professional services to assist the County and the Town in evaluating existing stormwater programs, defining effective stormwater programs that are compliant with regulations, evaluating various scenarios to develop funding recommendations that adequately and consistently fund stormwater programs in a fair and equitable manner. AMEC was the selected to provide these two phases of service:

- Phase 1:
1. Stormwater Advisory Committee Facilitation
  2. Current Town and County Stormwater Program Evaluation
  3. Level of Service (LOS) Scenario Development
  4. Program Funding Scenario Development
  5. Briefings and Education
  6. Administration and Management
- Phase 2:
1. Stormwater Management Ordinance Draft Review
  2. VA Stormwater Management Program (VSMP) Staffing and Funding Plan
  3. Development of Local VSMP Policies and Procedures

The cost for the study is \$168,999, and the Town's share is \$10,000.

### Attachments

AMEC's Contractual Agreement-Scope of Services  
Contractual Agreement between the Town of Vinton and Roanoke County  
Resolution

### Recommendations

Motion to adopt Resolution

**AGREEMENT A TO  
CONTRACTUAL AGREEMENT # 2013-101  
Professional Services Stormwater Program Development Study Agreement**

**SCOPE OF SERVICES**

August 19, 2013

**OVERALL SCOPE OF PROJECT**

AMEC Environment & Infrastructure (AMEC) will assist Roanoke County (County) and the Town of Vinton (Town) in evaluating their existing stormwater programs, developing an effective stormwater program to meet applicable regulations and permit conditions, evaluating various funding scenarios to adequately and consistently fund the stormwater programs in a fair and equitable manner, and providing other related stormwater services for program implementation and training. The County and Town have separate MS4 programs (Phase 2) and they will both be local Virginia Stormwater Management Program (VSMP) authorities after July 1, 2014. As a result, the stormwater program costs and potential revenue sources for the County and the Town will need to be evaluated separately. The County and Town intend to have similar stormwater programs (identical where possible). Due to separate funding sources for this study, effort and cost will be tracked as either MS4 or VSMP related activities. Hereafter, when the term County is used, it means Roanoke County and the Town of Vinton.

The project is organized into three phases. The goal of Phase 1 is to develop a recommended program of services, stormwater utility rate structure, policy considerations (e.g. fee exemptions, credits, bill delivery), and a preliminary utility rate to support the programs needs that can be presented for consideration by the County Board of Supervisors and Town Council. To ensure that the program and funding strategy are understood and supported by the community, a Stormwater Advisory Committee (SWAC) is being established by the County to review and provide feedback on key issues during Phase 1.

Also as part of Phase 1, AMEC will perform an assessment of the County's impervious data layer (which includes the Town of Vinton) and potential billing systems. This assessment will include an evaluation of whether there is sufficient existing data to support an impervious rate methodology (that is, a billing rate based on units of impervious surface cover) and will identify and make recommendations on key data and billing policy issues that will need to be resolved prior to billing.

Phase 2 will be authorized as an amendment to the basic contract. It is anticipated that Phase 2 will be authorized in early October 2013. The goal of Phase 2 is to assist the County and the Town in the final development of their stormwater management ordinances, VSMP staffing and funding plans, and VSMP policies and procedures.

It is expected that Phase 3 will occur after approval of the Phase 1 funding strategy by the County Board of Supervisors and Town Council. Example tasks include, but are not limited to, developing the utility ordinance and resolution, finalizing credit policies, supporting the Master Account File development, assisting with merging the stormwater data with the billing files, and providing customer service support.

Since the scope of services potentially required under Phase 3 is currently undefined, AMEC is only providing a detailed scope and cost estimate for Phases 1 and 2.

## **PHASE 1**

### **Task 1 – Stormwater Advisory Committee Facilitation**

The SWAC is being organized by County staff and is anticipated to be ready for the first of a series of seven (7) monthly meetings beginning in August 2013. The County will form an internal stormwater project team to provide review and feedback on materials prepared by AMEC for review and discussion with the SWAC. AMEC will lead these meetings and provide copies of all discussion materials. The County will provide meeting space and will coordinate communications with the committee members, outside of the meetings. The County's internal team will attend regularly scheduled project meetings to assist AMEC with planning and scheduling critical project reviews and participate in identifying and addressing issues in a timely fashion. The internal team should consist of engineering and maintenance staff along with representatives from Planning and Zoning, Management and Budget, GIS/mapping, the Town of Vinton, and, when possible, from the County Manager or County Attorney office. AMEC proposes that a standing internal meeting be scheduled every two weeks – two weeks prior to each SWAC meeting. These internal meetings will be onsite and will be the forum where the work on all tasks is discussed. This process will provide a forum for review of project information being gathered on such topics as current services and costs, County and Town priorities and challenges, rate structures and data analysis, and preferred approaches to managing stormwater services.

**Task 1.1. Internal Meetings.** AMEC will meet with County staff to develop program issue and policy papers and review data needed to support the SWAC discussions. A total of seven on-site two-hour long meetings will be held with the internal County team to be held approximately two weeks before the SWAC meetings. An additional seven one-hour conference calls are budgeted to discuss issues related to the SWAC meetings and Tasks 2-5.

Deliverables: Participation in seven (7) two-hour on-site meetings (to be held approximately two weeks before the SWAC meetings)

Participation in seven (7) one-hour conference calls

**Task 1.2. SWAC Meeting Management.** AMEC will facilitate seven SWAC meetings. These meetings will be designed to keep the discussions on track, allow for the process to move steadily while taking time for varied opinions to be heard, and work toward consensus on key recommendations. AMEC will prepare draft and final agendas and presentation materials that will be ready for distribution to the SWAC at least one (1) week prior to each of the seven proposed meetings. The proposed schedule and topics for the SWAC meetings are as follows:

- *Meeting #1 (August 2013).* In addition to providing information on stormwater management in general, the first meeting will present information on the County's existing stormwater program, on program drivers and current and anticipated challenges (regulatory and financial), and set expectations for the role of the SWAC in providing feedback to the County on program assessment, service challenges and funding strategies. The goal is to have the group engaged in stormwater issues in the County as soon as possible in the process.
- *Meeting #2 (September 2013).* At the second meeting, details on the costs of current services will be provided. This meeting will also be used as the opportunity for the

SWAC to provide input on the program goals and objectives from the community perspective. A unified vision is important as various program scenarios get introduced and evaluated. Once the objectives are clear and the current services have been identified, AMEC will perform a “gap” analysis that will provide the basis for the level of service analysis.

- *Meeting #3 and #4 (October and November 2013).* The concept of level of service (LOS) and the details of various scenarios in terms of ability to meet objectives, identity costs for value, and integration of maintenance and capital needs are topics that are complicated and typically take more than one meeting to work through to a desired LOS. Two meetings dedicated to the LOS analysis are proposed as this is the foundation of the program evaluation and enhancements for compliance as well as support for funding options analysis.
- *Meeting #5 (December 2013).* Based on the review of available information from the County (as detailed in Task 4.1 below), AMEC will present information on the available data sets and the options for rate setting and potential stormwater fee billing at this meeting. It is important for the SWAC to know the advantages and disadvantages of various rate structures and the potential impact to developed property owners of various options. During this meeting, issues such as distribution of stormwater costs, mix of funding methods, and potential revenue from a stormwater fee will be discussed.
- *Meeting #6 (January 2014).* Comparing the level of service needs with cost implications allows for development of a multi-year plan for addressing stormwater needs. Typical stormwater programs are ramped up over a 5-10 year planning cycle with the idea of reaching the desired LOS over time. At this meeting AMEC will present recommended options for implementing the program over the first five years and present the cost and revenue needs to support each option. This five year program and funding plan will form the basis of the recommendations to be presented to the Board of Supervisors (BOS) and Town Council and at public meetings.
- *Meeting #7 (February 2014).* After the County gathers comments from the public meetings held in each Magisterial District, the SWAC will discuss updates and revisions to recommendations. Based on previous experience, it is anticipated that a credit policy, should a user fee be recommended, will be a topic of discussion at this final Phase 1 SWAC meeting.

AMEC will prepare draft notes from each SWAC meeting and submit them to the County within three days for review and potential revisions prior to distributing to the SWAC members within one (1) week of the meeting. AMEC always has two staff attend SWAC meetings to allow the facilitator to concentrate on the meeting while the second member actively listens and takes the meeting notes.

- Deliverables:
- Seven (7) draft and final SWAC meeting agendas and presentation materials
  - Attend and facilitate seven (7) meetings (two AMEC staff in attendance at each))
  - Draft and final meeting notes for seven (7) SWAC meetings

## **Task 2 – Existing County and Town Stormwater Programs Evaluation**

AMEC will work with County staff to define and detail existing stormwater program activities, levels of service, and costs.

**Task 2.1. Summary of Existing Program Activities and Costs** – The RFP states that information on the existing program will be gathered by the County and provided to the selected consultant. To ensure that the information presented can be easily adaptable and represents a comprehensive accounting of stormwater in the County, AMEC will provide guidance to the County on the data needed for the analysis. This guidance will include a questionnaire to make sure all service areas are addressed and templates that have been used in other Virginia communities to track activities and costs by program element including both direct and indirect expenditures (capital, operations and maintenance, regulatory compliance, plan reviews and inspections, program administration, etc.). An evaluation of whether all parts of the County are currently receiving a similar level of stormwater service is an important issue that needs to be addressed early in the process. If service level varies significantly, then a policy will need to be developed to address the equity of cost allocation and the potential of different user fee rates based on this variability. This can occur in cases where more rural areas in a locality have little or no drainage infrastructure and are not within the MS4 service area. The question becomes what services will these areas be provided in the future and what portion of the costs for public service should be shared by these areas.

Deliverables: Questionnaire on existing stormwater program activities  
Template to track activities and costs

**Task 2.2. Independent Evaluation of Existing Level of Service** - In order to perform an evaluation of existing activities versus additional services to address compliance and infrastructure issues, the program needs have to be clearly identified. AMEC will develop the needs by detailing current and anticipated challenges (i.e. new MS4 permit requirements), establishing goals and objectives for stormwater management services, and identifying the gaps between what is being addressed by current services and what the program aspires to achieve. AMEC will perform this evaluation through discussions with key County staff after having reviewed the information submitted by the County on current services. A memo summarizing the findings will be presented to the County for review. The final information developed under this task supports the discussions with the SWAC proposed for Meetings #1 and #2.

Deliverables: Memo summarizing existing level of service and the gaps analysis for the County and Town.

## **Task 3 – Levels of Service (LOS) Scenarios Development**

To present information on different LOS scenarios, the key program elements need to be defined and quantified in terms of frequency of service delivery, area of service, client/community served and other such parameters that determine both effectiveness and efficiency. The goal is to present information in such a way to allow the relative merits of each scenario to be ranked, enabling County staff and the SWAC the opportunity to identify the scenario that best meets the County's objectives.

**Task 3.1. Define a Level of Service Matrix** – AMEC proposes using a LOS matrix that compares each stormwater program element on its relative ability to meet an objective. AMEC recommends that the County use a LOS approach for each program element that can be

classified as “aggressive”, “moderate”, or “minimal”. The menu of services and the variability in level of service can then be tailored to the needs of the community in a manner that balances investment while addressing the community’s goals most effectively. The recommended level of service can be adjusted over time with an option being to start out with a minimal program and build to a moderate one over several years.

Deliverables: Level of Service matrix template

**Task 3.2. Develop Level of Service Scenarios and Associated Costs** – Using the matrix analysis in Task 3.1, AMEC will complete a Level of Services (LOS) Analysis that will define alternative stormwater management program options for each stormwater management cost center. The LOS analysis will include program activities, frequency of service delivery, and reinvestment strategies for capital investments, among other factors. Cost estimates will be based on available data from comparable stormwater programs and activities in southwest Virginia as well as historical information from the County. Following the LOS Analysis, AMEC will review the stormwater management program options internally with staff to determine a preferred implementation strategy. Identifying the desired LOS is just the first step in developing the plan. The next step involves integrating the new LOS into a five to ten year planning horizon and defining the revenue needs to fund the program annually. From this discussion, AMEC will develop a draft five year stormwater management program consisting of a summary of proposed program elements and a spreadsheet with program elements and planning level costs, for the three chosen scenarios.

Deliverables: Draft five year stormwater management program (summary of elements and a spreadsheet with program elements and costs) for the County and Town

**Task 3.3. In Conjunction with the SWAC Develop Recommended LOS with Costs** - Each of the deliverables from the sub-tasks above will be vetted first with County staff and then discussed with the SWAC (proposed at Meetings 3, 4, and 6). Feedback on priorities, the preferred LOS for each program element, cost data, and program implementation targets and expectations for outcomes will be integrated into a recommended five year LOS plan. (Note: the information from the Funding Options Analysis in Task 4 below related to potential revenue generation will be running in parallel to the LOS plan development and will provide critical information that will be presented to the SWAC at Meeting 5 so they can better evaluate the cost implications of each scenario prior to making recommendations).

Deliverables: Recommended five year level of service plan for the County and Town

#### **Task 4 – Program Funding Scenarios Development**

Creating a rational relationship/rational nexus between the stormwater management services and the manner in which they are funded is foundational to creating a *stable, legally defensible, equitable and adequate funding strategy*. In assessing the potential of a user fee as a primary revenue stream for stormwater services, the evaluation of data and the selection of a preferred rate methodology is a critical step in choosing an equitable way to distribute stormwater fees across a community. AMEC will evaluate available data such as parcel information, tax databases, land use data, utility billing systems, and GIS layers to identify if the data can support a parcel-based impervious area methodology or if another approach may be more appropriate for user fee funding. In addition, AMEC will evaluate the services delivered and

determine the “customer” served to provide guidance on the mix of revenues that support the overall County program.

**Task 4.1. Review and Analyze County Data** - AMEC will review and analyze the details of properties including impervious area by using the available impervious data and parcel data provided by the County, as outlined below:

- a. Total number of single family residences and average impervious area/single family residence (equivalent residential unit, ERU).
- b. Total number of residential units that are townhouses or duplexes; total impervious area; and average impervious area/residence.
- c. Total number of residential units that are condominiums or apartments; total impervious area; and average impervious area/residence. Consider impacts of basing fees on average impervious area/residence (less than 1 ERU/residence) or using 1 ERU per residence.
- d. Total number of non-profit properties (churches, private schools, charities, other non-profits) and total impervious area. Total ERUs.
- e. Total number of government owned properties (federal, state, and local); total impervious area of each. Total ERUs.
- f. Total number of commercial and industrial properties; total impervious area. Total ERUs.

AMEC will define, in concert with County staff, the features that have been considered impervious in Roanoke County (is crushed gravel impervious or not? how are decks treated? etc). AMEC will sample 750 of the identified properties using “targeted” random sampling – this means selecting homes from across the community based on lot size or other differentiator to assure a diverse sample set. Using this same approach AMEC will estimate the billing units from residential property. For the non-residential properties, AMEC will estimate or use actual available impervious areas on each property and then apply the ERU to determine billing units for the various property types of interest (multi-family, non-profits, government, commercial, industrial, etc). This analysis provides an understanding of the distribution of various landuse impacts for implementation of a user fee based on a residential equivalent. The data requested in this task is one approach to establishing the distribution methodology for a user fee. More and more communities are using a fixed billing unit that does not require the calculation of an ERU. AMEC will evaluate, with County staff, options available for other cost distribution methodologies. AMEC will prepare the appropriate analysis of potential billing units based on the method chosen by the County. The information will be provided for Roanoke County only, the Town of Vinton only, and Roanoke County and the Town of Vinton combined.

Deliverables: Summary tables reflecting items a - f above and memo summarizing analysis of potential billing approaches for the County and Town.

**Task 4.2. Obtain Total Property Tax Break-Downs**

AMEC will obtain property tax break-downs for the following land uses:

- a. Single family
- b. Multifamily
- c. Commercial
- d. Industrial
- e. Undeveloped

AMEC will gather this information from County tax records, working with appropriate County staff to build this data set. AMEC will utilize this data in our analysis of the funding matrix requested in Task 4.3 to build pie charts showing sector costs allocations under various revenue scenarios, one of which is to fund stormwater program costs by general funds and permit fees.

Deliverables: Summary table of tax break-downs for items a – e above for the County and Town.

**Task 4.3. Develop Various Funding Strategies to Pay for the Desired LOS –** AMEC assumes that the stormwater program will be funded using a mix of revenues, primarily General Fund, user fees, and permit fees. AMEC will prepare an analysis showing the impact on each land use sector when all costs are (i) paid from the General Fund and permit fees; (ii) paid by user fees and permit fees; (iii) paid by current General Fund contributions, permit fees and new user fees; and (iv) paid by a recommended distribution between General Funds, user fees and permit fees.

In order to assess the funding impacts on various rate payers (sectors) under the funding options as identified in the RFP, a rate per ERU (or other appropriate billing unit) needs to be determined so that the cost allocation impacts can be analyzed. The scope in the RFP has this activity under Task 6 – Implementation Services, but in order to provide information on potential impacts, some of this work will need to be done during Phase 1 to help inform the decision-making process. The preliminary rate will be presented as a potential range, but will be detailed enough to provide integrity to the process. It is assumed that the rate determination will be an estimate and that in Phase 3 the rate will be finalized after being analyzed in more specific detail.

By using the recommended LOS five year plan and the billing unit estimates developed under Task 4.1, an estimated rate will be modeled that can analyze the cash flow needed from a combination of revenue sources to meet the annual needs over the planning period. To develop this model, AMEC will work with the Management and Budget Department to establish rate model assumptions that address such items as bond sales, delinquencies, interest accrual, operating reserves, and cost of living adjustments. It may be appropriate to introduce the idea of a credit program while reviewing these funding scenarios, as the cost of implementing a credit program is typically identified as part of the rate model factors.

Upon completion of a rate model structure, AMEC will have the tools to analyze a combination of funding options that reflect an appropriate level of funding from property taxes, permit fees, and user fees, as detailed in the proposed scope. Funding scenarios will identify the costs borne by various sectors such as business, residential, government, and non-profit. Each scenario will be broken down to indicate conditions in Roanoke County alone, the Town of Vinton alone, and Roanoke County and the Town of Vinton combined. Findings will be presented in tabular form and in pie charts to demonstrate the different distribution of costs among the defined funding strategies and the financial impacts on different land use sectors.

AMEC will prepare a draft five year Level of Service and Funding plan that will incorporate the feedback from the SWAC. The plan will be presented to the SWAC for review and comment and AMEC will prepare the final plan for presentation to the Board of Supervisors.

Deliverables: Summary of rate analysis and funding options presented in tabular form and in pie charts for the County and Town.

Five year LOS and funding plan (developed in conjunction with SWAC) – draft and final for the County and Town

### **Task 5 – Briefings and Education**

It is important to identify the key consistent themes the County desires to convey to both the general public and the elected officials so that briefing materials, brochures, exhibits, and other outreach activities provide a unified and consistent message. AMEC staff will prepare two PowerPoint presentations and two fact sheets as requested by the County for use in public meetings.

AMEC will hold one training meeting (two hours) to train County staff to give briefings and presentations and using the fact sheets and presentations developed above.

Deliverables: Two PowerPoint presentations

Two fact sheets

One training meeting

### **Task 6 - Administration and Management**

AMEC will provide the following services in support of the scope of work:

- A kick-off meeting (two AMEC staff) will be held to discuss priorities for the project and to gather information on the County's program and goals.
- Manage project schedule and finances, including monthly invoicing.
- Coordinate with the County on project meetings, status, reviews, and deliverables.
- Coordinate task execution, budget tracking, and internal peer review for quality of all decisions and products.

Throughout the project, AMEC will conduct progress meetings with the County's Project Manager or Project Team on an as-needed basis.

### **PHASE 2**

Phase 2 is anticipated to be funded by the 2013 Virginia Locality Stormwater Program Development Phase II Grant. Therefore, only activities eligible for grant reimbursement are included in this phase.

### **Task 1 – Stormwater Management Ordinance Consulting**

The County and Town intend to have identical stormwater management ordinances. The County will provide a draft ordinance to AMEC for review and comment. AMEC's review and comment will include any revisions required to conform to the state regulation requirements, recommendations to improve the implementability of the ordinance requirements, and recommendations on how to address issues that are unclear in the state regulations. Examples of these issues include a better definition of "common plan of development," an alternative means of assuring long term maintenance and proper operation of BMPs serving and located on individual single family lots, and enforcement in instances where there is no VSMP permit (lack of post construction maintenance).

Deliverables: One meeting to discuss County's draft stormwater management ordinance and concerns (same meeting as Phase 2, Task 2).

Annotated draft ordinance with a cover memorandum describing comments and recommendations.

## **Task 2 – VSMP Staffing and Funding Plan**

The County and Town will provide a draft VSMP staffing and funding plan. Based on information provided by the County, AMEC will consider the number of existing and anticipated BMPs that will need to be inspected, the anticipated annual number of construction projects that will be subject to the VSMP requirements, and the enforcement effort that will be required during construction and to assure post construction maintenance and provide comments and recommendation on the County's and Town's draft VSMP staffing and funding plan. The comments and recommendations will be based on an estimate of the anticipated effort required to administer the VSMP and experiences of other similar localities in Virginia.

Deliverables: One meeting to discuss County's and Town's draft VSMP Staffing and Funding Plan (same meeting as Phase 2, Task 1).

Annotated draft plan with a cover memorandum describing comments and recommendations.

## **Task 3 – Development of Local VSMP Policies and Procedures**

AMEC will assist the County and Town in developing the following:

- Policies and procedures for receiving, processing, reviewing, and approving stormwater management, stormwater pollution prevention and pollution prevention plans.
- Review checklists.
- Policies and procedures for considering and deciding requests for exceptions.
- Policies and procedures for hearings and appeals.
- Policies and procedures for obtaining and releasing bonds and other sureties.
- Policies and procedures for frequency and performance of construction inspections.
- Construction inspection checklists.
- Procedures and policies for BMP post-construction inspections.
- Post-construction checklists.

The County and Town will provide AMEC with existing policies and procedures and will provide an outline of the County's and Town's proposed approach for each policy and procedure.

AMEC will develop draft policies and procedures. During this process, AMEC and the County will communicate by e-mail as questions arise.

AMEC will deliver draft policies and procedures to the County and Town. The County will provide comments on the draft policies and procedures. After AMEC has considered the County's comments, a meeting will be held to address any outstanding issues. AMEC will then finalize the policies and procedures and deliver them in Microsoft Word format.

Deliverables: Draft and final policies, procedures, and checklists.  
One meeting to discuss draft materials.

### PHASE 3

#### Stormwater Utility Implementation Services

If the County makes the decision to pursue stormwater funding from a user fee, the focus will shift from “building the case for change” to putting in place the operational mechanisms that will implement and manage the stormwater utility. AMEC will provide the County a scope for these services after completion of Phase 1, as requested by the County.

### SCHEDULE

Phases 1 and 2 of the project are proposed to last approximately 11 months. See the attached chart for a more detailed schedule.

### BUDGET

AMEC will provide the Phase 1 scope of work outlined above for the firm-fixed-price of \$145,775.00.

Phase 1		
Task	Description	Proposed Cost
1	Stormwater Advisory Committee Facilitation	\$46,785.00
2	Existing County Stormwater Programs Evaluation	\$21,000.00
3	Levels of Service (LOS) Scenarios Development	\$22,380.00
4	Program Funding Scenarios Development	\$40,920.00
5	Briefings and Education	\$7,009.00
6	Admin and Management	\$7,680.00
	<b>Phase Total</b>	<b>\$145,775.00</b>

AMEC will provide the Phase 2 scope of work outlined above for the firm-fixed price of \$23,224.00.

Phase 2		
Task	Description	Proposed Cost
1	SWM Ordinance Consulting	\$5,511.00
2	VSMP Funding & Staffing Plan	\$5,351.00
3	VSMP Policies and Procedures	\$12,362.00
	<b>Phase Total</b>	<b>\$23,224.00</b>

**CONTRACTUAL AGREEMENT FOR  
PROFESSIONAL SERVICES FOR A STORMWATER  
PROGRAM DEVELOPMENT STUDY**

**By and Between**

**TOWN OF VINTON, VIRGINIA  
and  
ROANOKE COUNTY**

THIS AGREEMENT ENTERED INTO THIS \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **Town of Vinton**, Virginia, a body politic of the Commonwealth of Virginia, hereinafter referred to as the “**Town**” and **County of Roanoke**, a body politic of the Commonwealth of Virginia, hereinafter referred to as the “**County**”.

WITNESSETH THAT:

WHEREAS, by July 1, 2014, the Town and County, like the rest of the MS4s localities, will have to enforce the new SWM regulations and will also become the local VSMP Authority. Becoming the local VSMP Authority will result in the need for a new SWM Ordinance to align with the new SWM regulations; and

WHEREAS, and in April 2013, Staff was contacted by County personnel of their plan to solicit proposals for the County’s stormwater program services since they, as well as the Town, are covered by the General Permit for Discharges of Stormwater from Small Municipal Storm Sewer Systems (MS4) Permit; and

WHEREAS, the intent of the Request For Proposals (RFP) was to select a consultant to assist the County and the Town in evaluating its existing stormwater programs, defining effective stormwater programs that are compliant with regulations, evaluating various funding scenarios to develop a funding recommendation that adequately and consistently funds stormwater programs in a fair and equitable manner, and other related stormwater services for program implementation and training;

WHEREAS, on August 28, 2013, the Town was informed by the County that they had selected AMEC as the consultant for the Stormwater Program Development Study and the cost for the Study is \$168,999.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the attached contractual agreement between the County and AMEC, the Town has agreed to pay the County its share of the study in the amount Ten Thousand dollars (\$10,000) as discussed with and agreed to by the County, with the County being the administrator of the contractual agreement with AMEC.

**IN WITNESSETH WHEREOF**, the parties hereto have made and executed this contract as of the day and year as indicated in the contract.

ROANOKE COUNTY, VIRGINIA

TOWN OF VINTON, VIRGINIA

BY: \_\_\_\_\_  
B. Clayton Goodman, III  
County Administrator

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

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

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

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, SEPTEMBER 17, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA**

**WHEREAS**, by July 1, 2014, the Town and County, like the rest of the MS4s localities, will have to enforce the new SWM regulations and will also become the local VSMP Authority. Becoming the local VSMP Authority will result in the need for a new SWM Ordinance to align with the new SWM regulations; and

**WHEREAS**, Town Staff was contacted by Roanoke County personnel of their plan to solicit proposals for the County's stormwater program services since they, as well as the Town, are covered by the General Permit for Discharges of Stormwater from Small Municipal Storm Sewer Systems (MS4) Permit; and

**WHEREAS**, through the RFP process, the County has selected AMEC as the consultant for the Stormwater Program Development Study and the cost for the Study is \$168,999; and

**WHEREAS**, the Town has agreed to pay the County its share of the study in the amount Ten Thousand dollars (\$10,000) as discussed with and agreed to by the County, with the County being the administrator of the contractual agreement with AMEC.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby authorize the Town Manager to execute a Contractual Agreement with Roanoke County to share the cost of AMEC, consultant for the stormwater program development study.

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**

September 17, 2013

### **Department**

Planning and Zoning

### **Issue**

Update on the request from a citizen to amend the Town Code regarding the minimum lot size requirement of at least an acre to keep chicken hens in the Town limits.

### **Summary**

At the Town Council meetings on August 20, and September 3, 2013, Mr. Glenn Marshall (529 Tinker Avenue), asked if Town Council would consider lowering the minimum lot size requirement of an acre, so he can continue keeping his three (3) chicken hens. Mr. Marshall's property is 0.29 acre or 12,632 square feet. The closest residential structure, to the west, is about 20 feet, and to the east, is 80 feet. To the rear of Mr. Marshall's property is Glade Creek.

A committee consisting of the Planning and Zoning Director, the Public Works Director, and the Animal Control Officer held a meeting recently to discuss the request. Items discussed by the committee include the following:

- Review of the current ordinance that was adopted by Vinton Town Council on April 5, 2011. The current ordinance was adopted after lengthy research by staff, as well as several meetings and work sessions consisting of staff, the Planning Commission, and Town Council starting in June 2010 (after requests were received from two property owners who wanted to keep chickens for eggs).
- There are about 3,736 parcels in the Town. Under the current requirements of at least an acre for lots that are zoned residential (R1, R2, R3 and RB) and are developed with single-family dwellings or vacant, there are potentially 69 properties that could be eligible for a permit. In addition to a minimum lot size requirement and a maximum number of chickens allowed, the ordinance has distance restrictions (25 feet from adjacent property lines and 50 feet from residential structures for permanent chicken coops; and 20 feet from adjacent property lines and 25 feet from residential structures for portable coops), nuisance clauses, etc. The coop is not allowed to be located in the front yard nor in any drainage areas that would allow fecal matter to enter any storm drainage system, ditch, or waterway.

- To date, there are three (3) chicken permit holders. They continue to renew their permit at a cost of \$25.00, on an annual basis.
- If the size requirement is to be reduced from an acre to 12,000 square feet, there are about 1,090 parcels that would potentially be eligible for a chicken permit. This number would be reduced if the distance of the chicken coop from adjacent residential structure is to be increased.

### **Attachments**

Ordinance No. 913

Aerial maps for 529 Tinker Avenue

Aerial map for 415 McDonald Street showing setback distance of 50 feet from adjacent residential structure.

### **Recommendations**

To keep the current ordinance as is. If size of the lot is to be changed, the Town staff committee would like additional time to obtain the following information:

1. Find out exactly how many residential parcels would be eligible if the distance of the permanent chicken coop from residential structure, is to remain as is (50 feet), or be increased to 75 feet.
2. Time and costs for Planning and Zoning Staff and the Animal Control Officer to administer the permit and enforce the ordinance.
3. Potential impact of wild animals due to the increase presence of chicken coops and other potential issues related chicken keeping including possible stormwater/waterway pollution and/or well water contamination by runoff or improper disposal of chicken waste.

**ORDINANCE NO. 913**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, APRIL 5, 2011, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.**

**AN ORDINANCE** to enact and ordain an amendment to the Code of the Town of Vinton, Chapter 10, **ANIMALS**, as follows:

**WHEREAS**, the Town of Vinton received requests from citizens with regard to keeping of chicken hens in the Town's Limits; and

**WHEREAS**, the Vinton Town Council held work sessions on September 21, 2010, and December 21, 2010, to discuss the request and the proposed ordinance on the keeping of chicken hens in the Town's Limits; and

**WHEREAS**, the Vinton Planning Commission held a work session on February 8, 2011, and recommended that the proposed ordinance on the keeping of chicken hens be considered; and

**WHEREAS**, the Vinton Town Council held another work session on the draft ordinance on March 1, 2011, and recommended some changes to the proposed ordinance; and

**WHEREAS**, the Town of Vinton is an urbanized and dense community; therefore the members of the Town Council want to ensure that the proposed standards and procedures of the ordinance on the keeping of chicken hens are adequate to protect the public health, safety, and general welfare of its citizens.

**THEREFORE, BE IT ORDAINED** by the Council of the Town of Vinton, Virginia, that the Code of the Town of Vinton is hereby amended Chapter 10, Article III, by adding Section 10-97. Fowl, chickens and other domestic birds, to read and provide as follows:

**Chapter 10 ANIMALS**

\* \* \* \* \*

**ARTICLE I. IN GENERAL**

\* \* \* \* \*

**ARTICLE II. DOGS AND CATS**

\* \* \* \* \*

### ARTICLE III. ANIMALS OTHER THAN DOGS AND CATS

#### Sec 10-97. Fowl, chickens and other domestic birds.

(a) *Definitions.* *Fowl* is defined as any various domestic birds by way of example but not limited to: Chickens, roosters, ducks, geese, turkeys, guinea fowl, emus, rheas, ostriches and pigeons.

(b) It shall be unlawful for any person to keep, permit or allow any domesticated fowl within the corporate limits of the town, or to allow any domesticated fowl to run at large within the corporate limits of the town, except as specifically permitted below.

(c) It shall only be lawful for a person to keep, permit or allow chickens within the corporate limits of the town on residential property only, under the following terms and conditions:

1. No more than six (6) chicken hens shall be allowed for each single-family dwelling, with roosters prohibited. No chickens shall be allowed on townhouse, duplex, apartment or manufactured housing park properties.
2. Chicken hens allowed under this section shall only be raised for domestic purposes and no commercial use such as selling eggs or selling chickens for meat shall be allowed. There shall be no outside slaughtering of chickens.
3. Each single-family dwelling shall contain at a minimum an acre (43,560 square feet) of land.
4. Chicken hens shall be kept in an enclosed secure movable/portable pen/chicken tractor, stationary pen or a fenced enclosure (henhouse/coop) that contains at a minimum four (4) square feet per bird. The size of the enclosed portable and/or stationary henhouse/coop shall not exceed 64 square feet in area. Birds shall not be allowed to roam free.
5. The materials used in making a henhouse/coop or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Henhouses and chicken tractors shall be well maintained.
6. All enclosed permanent henhouses/coops must be at least 25 feet from the adjoining property lines and no closer than 50 feet from any adjacent residential dwelling or to any other building used for residential purposes, other than that of the owner of the chicken hens. All enclosed permanent henhouses/coops shall not be located in the front yard, required street side yard, required side yard, nor shall be located in any drainage area that would allow fecal matter to enter any storm drainage system or stream.

7. Secure movable/portable henhouses/coops and chicken tractors must be located at least 20 feet from the adjoining property line and no closer than 25 feet from any adjacent residential dwelling or to any other building used for residential purposes, other than that of the owner of the chicken hens.
8. All enclosures for the keeping of chicken hens shall be constructed and maintained as to prevent rodents or other pests from being harbored underneath, inside, or within the walls of the enclosure. The henhouse/coop must be impermeable to rodents, wild birds, and predators, including dogs and cats. All enclosed pens must be kept dry, well-ventilated, and in sanitary condition at all times, and must be cleaned on a regular basis to prevent offensive odors. All manure not used for composting or fertilizing shall be removed promptly. Odors from chickens, chicken manure, or other chicken-related substances shall not be detectable at the property boundaries.
9. No dog or cat that kills a chicken hen will, for that reason alone, be considered a dangerous or aggressive animal.
10. Adequate shelter, care and control of the chicken hens are required. Any person allowed to keep chicken hens under this section shall comply with all of the provisions and definitions of the Code of Ordinances regarding care, shelter, sanitation, health, rodent control, cruelty, neglect, noise, reasonable control and any other requirements pertaining to the adequate care and control of animals in the town.
11. The chicken hen owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chicken hens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an animal control officer.
12. All feed or other material intended for consumption by the chickens shall be kept in containers impenetrable by rats or other rodents, and such container shall be equipped with tightly fitting caps or lids. All feeding shall be conducted in a manner as to prevent unconsumed food from being accessible to other animals or rodents. The presence of rodents in an area used for the keeping of chickens shall be prima facie evidence that such area is maintained in violation of this section.
13. Chicken litter and waste shall not be deposited in any trash container that is collected by any public and shall be disposed of by either composting on site or disposed of at a permitted solid waste facility in accordance with the applicable permit. Also, any dead birds shall not be deposited in any trash container that is collected by any public waste collector but shall be taken to the permitted solid waste disposal facility and properly disposed of in accordance with the receiving facility's applicable permit.
14. Disposal of chicken litter, waste, and dead birds in the public wastewater collection system is strictly prohibited since this may cause backups and/or overflows.
15. Persons wishing to keep chicken hens pursuant to this subsection must file an application with the town's Planning and Zoning Department. The application shall include a sketch showing the area where the chickens will be housed and all types and

size of enclosures in which the chickens will be housed along with a twenty-five dollar (\$25.00) fee. The sketch must show all property dimensions and setbacks. Once the site and enclosures have been inspected and approved by the town's animal control officer, a permit will be issued by the Planning and Zoning Department. The permit shall be valid for one (1) year. Each existing permit must be renewed annually in January by filing an application with the town's Planning and Zoning Department, along with payment of a twenty-five (\$25.00) renewal. The town's animal control officer shall make another inspection of the site, prior to the approval of the renewal application.

- (d) The above subsection (c) shall not apply to indoor birds, such as, but not limited to parrots or parakeets, or to the lawful transportation of fowl through corporate limits of the town.
- (e) Any person found guilty of violating this section shall be guilty of a Class 3 misdemeanor and subsequent violations of this section by the same person shall constitute a Class 2 misdemeanor.

**Secs. 10-98—10-115. Reserved.**

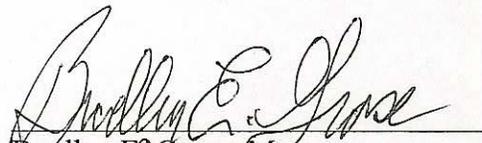
\* \* \* \* \*

Motion to Approve made by Council Member Nance and seconded by Vice Mayor Fidler, with the following votes recorded:

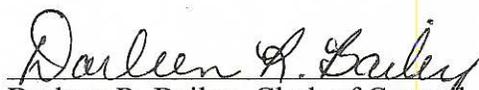
AYES: Fidler, Hare, Nance and Mayor Grose

NAYS: Altice

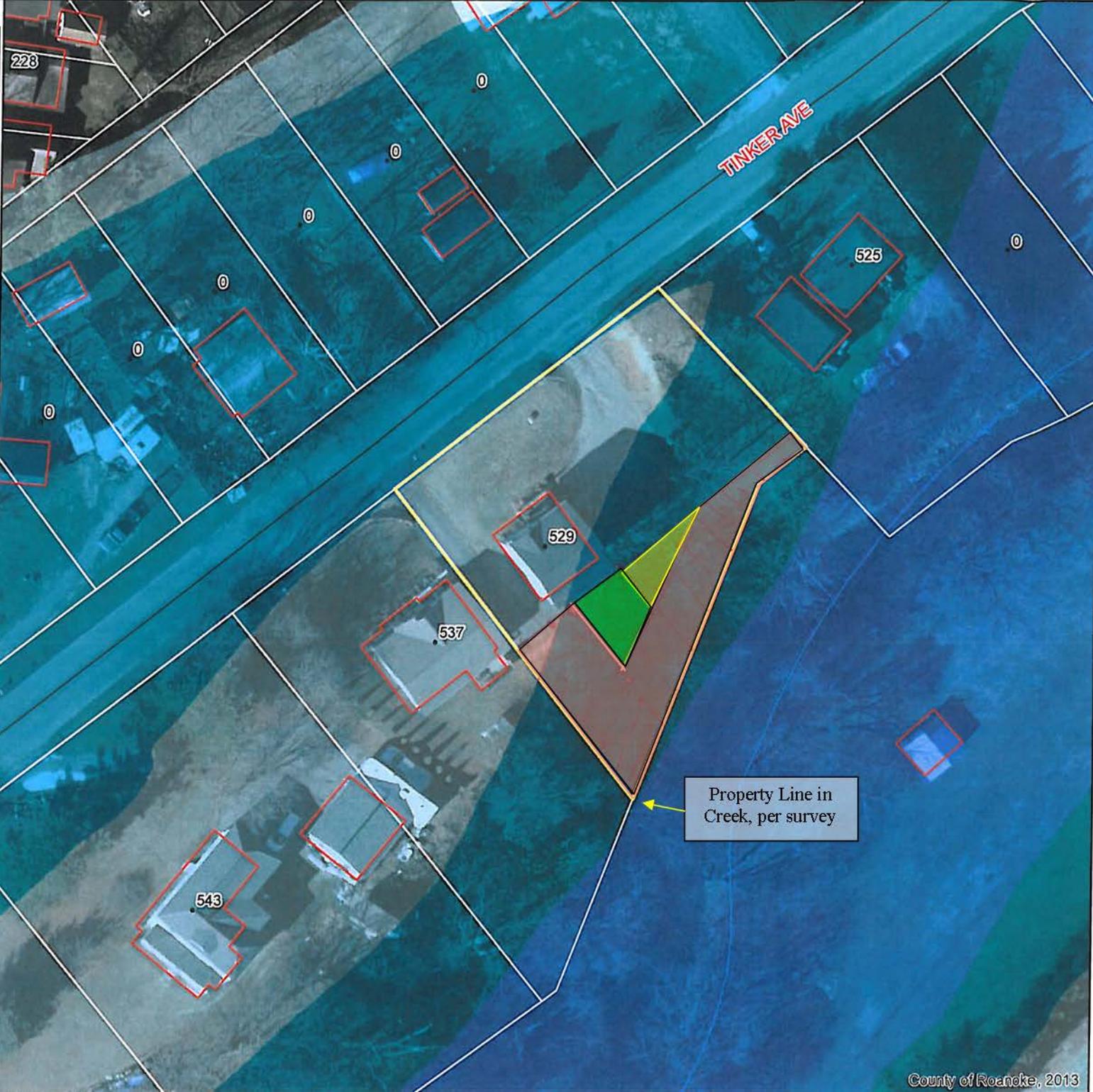
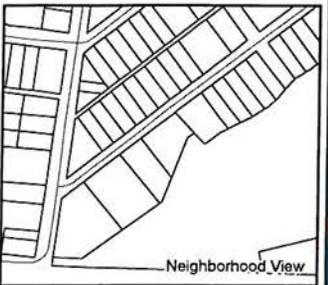
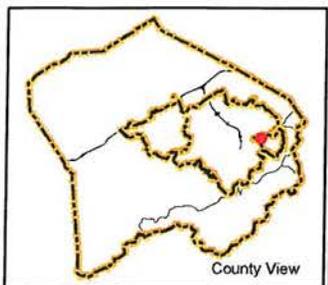
APPROVED:

  
Bradley E. Grose, Mayor

ATTEST:

  
Darleen R. Bailey, Clerk of Council

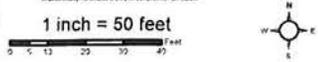
# Flood Plain Map



### Legend

- 500 year Floodplain
- Flood Plain
- Floodway
- Not in Flood Plain
  
- 25' setback from property line—majority of it is in the 100 yr. floodplain
  
- Meets 25' setback from property line but not the 50' setback from the adjoining structure—is in the 100 yr floodplain
  
- This is the only area that "might" meet the 50' setback from the adjoining structure—is in the 100 yr floodplain

The data on which this map is based was collected by the County of Roanoke GIS Department. The data is provided as a service to the public and is not intended to be used for any other purpose. The County of Roanoke is not responsible for any errors or omissions in this map. The County of Roanoke is not responsible for any damages or losses resulting from the use of this map. The County of Roanoke is not responsible for any actions taken based on the information provided in this map. The County of Roanoke is not responsible for any actions taken based on the information provided in this map. The County of Roanoke is not responsible for any actions taken based on the information provided in this map.



**415 McDonald Street**

**Lot size is approximately  
13,600 s.f. (.312 acres)**

**25' setback from property line &  
50' setback from adjoining  
structure**



Area that "might" meet the 50'  
setback from an adjoining  
residential structure.



061.18-01-10.00-0000