

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, December 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/ANNOUNCEMENTS**

**E. CONSENT AGENDA**

1. Consider approval of minutes for the regular Council meeting of November 19, 2013.

**F. AWARDS, RECOGNITIONS, PRESENTATIONS**

1. Officer of the Month for November 2013 - Officer Gregory Quesinberry

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

**H. PUBLIC HEARING**

1. Consideration of public comments on a request by Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on January 5, 1965, to abandon, vacate and deed a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, to the adjoining property owners.
  - a. Report from Staff
  - b. Open Public Hearing
    - Receive public comments
    - Close Public Hearing
  - c. Council discussion and questions
  - d. Consider adoption of Ordinance

**I. TOWN ATTORNEY**

**J. TOWN MANAGER**

**ITEMS REQUIRING ACTION**

1. Consider adoption of an Ordinance authorizing the Town Manager to execute a Joint Powers Agreement with VML Insurance Programs and an Advice to Pay Agreement with Lincoln Financial Group pertaining to the VMLIP Paid Leave Solution Program.
2. Consider adoption of a Resolution appropriating funds in the amount of \$648.12 received through the VML Insurance Programs Risk Management Safety Grant Program to the Police Department budget.
3. Consider adoption of a Resolution authorizing the transferring of funds in the amount of \$6,500.00 to pay the Berkley Group for the development of a park master plan.

**UPDATE ON OLD BUSINESS**

**K. MAYOR**

**L. COUNCIL**

**M. CLOSED MEETING**

1. Request to Convene in Closed Meeting, Pursuant to § 2.2-3711 (A) (1) of the 1950 Code of Virginia, as amended, for discussion regarding appointments to boards and commissions.

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

**O. APPOINTMENTS TO BOARDS/COMMISSIONS**

**P. 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/EVENTS:**

**January 6, 2014** - 5:30 p.m., Finance Committee Meeting – Finance Conference Room

**January 7, 2014** – 7:00 p.m. - Regular Council meeting at 7:00 p.m. – Council Chambers



## **Town Council Agenda Summary**

### **Meeting Date**

December 17, 2013

### **Department**

Town Clerk

### **Issues**

Consider approval of minutes for the regular Council meeting on November 19, 2013.

### **Summary**

None

### **Attachments**

November 19, 2013 minutes

### **Recommendations**

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, NOVEMBER 19, 2013, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

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

MEMBER ABSENT: William W. Nance, Vice Mayor

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Town Clerk  
Elizabeth Dillon, Town Attorney  
Stephanie Dearing, Human Resources Director  
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

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

The first item related to a briefing on the Wolf Creek Greenway on-going maintenance issues. The Town Manager began by stating that Liz Belcher, Janet Scheid and Lynn Bryant were present and then turned the briefing over to Anita McMillan. Ms. McMillan began by reviewing her staff report. One of the connections of the Wolf Creek Greenway to the Roanoke County side is under Washington Avenue. Every time we have a heavy rain the culvert becomes obstructed with silt and Roanoke County, Vinton staff and volunteers are called to assist with the clean-up. The most recent issue was from the heavy rain this summer along with sections of the walking surface being washed away.

Janet Scheid had brought the matter up at a Greenway Commission meeting and also staff had discussed having to do something because this is the most heavily used Greenway in the town. After further discussion, in October our Public Works Department completed major maintenance and repair work using 145.5 man hours and 119 equipment hours plus \$3,208 in materials to replace the surface that had washed away. Also, Sarah Brabham and her crew came and removed most of the silt under the culvert. She has indicated they would be willing to continue helping in the future, but they cannot remove it from the site. Ms. McMillan further commented that there is a need for stable and sufficient funding in the budget to continue to maintain the Greenway. We had \$3,500 in the Planning budget for Public Works to work with.

The Mayor expressed his thanks to the volunteers and Public Works employees for their work on the Greenway. Mr. Hare, who is on the Greenway Commission, commented that he had asked for this item to be brought before Council. This is a very precious resource that we have probably taken for granted and we need to do a better job. As we look towards expanding the Greenway system in the town, we have to be careful not to just build it and not take care of it.

Mr. Adams said thanks to the volunteers and Public Works for their completion of the maintenance and repair work. The Town Manager commented that in the past we have not made the maintenance a priority and it has been more of a response to complaints. With regard to the build-up of silt, it is all erosion from the creek bank. In the long term from an environmental standpoint, maybe there will be some opportunities to restore the creek banks to help prevent this erosion.

Mr. Hare then asked Liz Belcher to give a brief update on the Bridge the Gap campaign. Ms. Belcher commented that the idea three years ago was to connect the Greenway in Salem to the one in Roanoke and the campaign was started to raise the \$7 million that was needed to finish the four-mile piece from Rotary Park to Bridge Street. In the three years a little over \$1 million has been raised in private funds and some through enhancement grants and then we heard about RSTP money coming through the MPO. When the final funding figures were given, it became \$4 million per year for six years plus last year's funding, which meant seven years' worth. An application was prepared with input from Salem, Roanoke City and County and the Town and it was phased based on how we could get the work done. From the time you get the funds, you only have four years to spend it. Over the next four years we will receive \$12.775 million for the Roanoke River Greenway to get it built from Greenhill Park to the Blue Ridge Parkway.

Salem and the County had a meeting today regarding the engineer they are hiring to do the piece from Greenhill to Mill Lane. There is one part of that section that is geologically not stable, so they are doing some more work to determine the best course of action and finish the design within the next year and start construction. Salem already has the design underway for the two bridges and should start construction next summer and Roanoke City has a contract to get their piece designed.

On the end from the sewage plant to the Parkway, the County has met with all the landowners and they are prepared to buy the right-of-way. An independent appraisal has been done of the properties and they will be going back to meet with this landowners and offer them cash for the easements through their properties. With regard to the

Parkway, under the old Superintendent, they did not want to give an at-grade crossing and said would be better to go down Highland Road and go under the Parkway. VDOT has agreed to let the County move to a public meeting about making that underpass one way so that half can be used for the Greenway and half for the traffic. In summary the biggest achievement for 2013 is getting the \$12.775 million which has no match.

With regard to the maintenance issues, in 1997 we made up charts of what it would cost for maintenance and the biggest expense is from storm damage and 2013 was a year of storms. The town's purchase of a roller is important because rolling a cinder surface trail will make it hold up. If this is done once or twice a year, it will make a difference.

The Town Manager then commented on a new idea of blue ways, which are made up of the rivers and creeks and part of this concept are canoe launch sites. There are about 15 launch sites from Salem to the Niagara dam. The town has one, but it is referred to as a boat ramp for emergency vehicles. Staff has discussed the ramp and would like to bring back a proposal because the Regional Commission is working to publish a new kayak marketing map of the Valley and we need to get on the map.

Ms. Belcher commented that what is really important about Vinton's ramp is the Niagara Dam. You cannot get to Niagara Dam, but that is the place to put in to go from Vinton to Back Creek and the end of Explore Park. This is also the best water, the only white water that we have and real paddlers want to do this part. I have been told there used to be paddle boats from Vinton down to Niagara Dam. This ramp in Vinton is critically located.

**The next item was an update on the selection of an Insurance Company to provide the legislated short-term and long-term disability coverage relative to the January 1, 2014 introduction of hybrid plan covered employees.**

Stephanie Dearing began by recapping that the General Assembly has mandated that we must provide this coverage. There was an original plan offered through the VRS with UNUM and then several other providers came forth and brought out identical plans. The legislation states that if we do not use UNUM, then the plan we offer must be at least equal to or better than what they are offering.

We had an opportunity to review three other plans. After much consideration and analysis of all the plans, all of which have some differences, none would prevent us from offering any of the four. However, we are concerned about and are very interested in the long-term relationship we have with VML Insurance. It is a very positive interaction and they have

a very positive offering. Ms. Dearing reminded Council that they chose to go with VML two years ago when the General Assembly decided they were no longer going to fund the LODA insurance.

Ms. Dearing further commented that initially UNUM stated that their insurance would cost \$0.91 per \$100. At first we thought everyone was going with UNUM because they had waited so late. It was pressured decision when you consider it is irrevocable and had to be put it into place by January 1<sup>st</sup>, but no one really started talking about it until August. The pricing needs to be a consideration, but not the only consideration. However, about four weeks ago UNUM sent out a package of information to the localities and said they had recalculated and we were wrong, the cost will be less than we had stated. This was disappointing in that we had already passed the first deadline they had established for opting out of the program and we had already sent in our request for an extension. Based on our recommendation and Council's approval, we have put on record with UNUM that we have opted out of their program.

The VMLIP program, which information has been provided, is our recommendation based on our long-term experience with VML and the fact there will need to be a coordination of benefits when there is a workers' compensation issue. This coordination is going to be important to our employees as opposed to having two different insurance providers trying to decide who is responsible for certain issues. Their cost is very competitive and still less than the new figures provided by UNUM.

One advantage of the VMLIP plan is that it goes into effect at the time of hire. Some of the other plans coverage does not start for 12 months even though you start paying the premium at the time of hire. There are two options with VMLIP, one, which we are currently recommending, is to offer only to the hybrid plan covered employees starting January 1, 2014. They are also very willing to provide a second option of covering all our employees effective July 1<sup>st</sup> if we elected to make that another benefit to all 52 of our eligible employees. Remember all hazardous duty employees are excluded from this coverage.

The Town Manager reiterated that at this point we are recommending this coverage to only those hybrid plan covered employees beginning January 1, 2014. However, we are in the process of updating our Employee Handbook and are reviewing options for other types of leave that may or may not be complemented by offering a short-term/long-term disability with a paid time off system. Ms. Dearing made additional comments and the Town Manager indicated that this issue would be discussed in more detail at a later time.

Mr. Hare commented that since the insurance provider is Lincoln offered through VML, will VML is our arbiter on our behalf between the two and the response was that we have the opportunity to deal directly with Lincoln if we choose to. However, we will still have insurance reps within VML that we can always go through.

Ms. Dearing further commented about the town's working relationship with VML and the other benefits that we have through VML in supplemental materials offered on their website, experts in-house who give us recommendations and guidance on many different issues and the \$4,000 in grant money we are awarded each year that several departments have benefited from.

In summary, Ms. Dearing commented that initially she thought she would be supporting another offering because they seemed to be ready for this quicker than VML. But once VML had a chance to work with Lincoln in creating their product and we had a meeting with them face-to-face, she felt better about going with the VLMIP program.

**The Work Session ended at 6:55 p.m. Council recessed until 7:00 p.m. Mr. Altice arrived at 7:00 p.m.**

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

Roll Call

**Under upcoming community events/announcements, Liz Lively,** the Vinton Chamber President, announced that December 5<sup>th</sup> is the annual Christmas Parade and December 10<sup>th</sup> is the joint meeting with the Chamber when the State of the Town will be presented and the new Chamber officers for 2014 will be inducted. On December 19<sup>th</sup> is the Chamber's Holiday Party at the Chamber Office from 4 p.m. to 7 p.m. There will be refreshments and an opportunity to participate in the angel tree again this year. The New Year's Eve Gala will again be at the War Memorial. The Mayor asked about the TRUSOL event and Ms. Lively responded it will be on February 8<sup>th</sup> at The Woodland Place. The Senior Expo will be on March 25<sup>th</sup> with Vistar Eye Center being a key sponsor this year.

The Mayor reminded everyone of the public meeting in Council Chambers tomorrow night at 7 p.m. regarding the future of the Roland E. Cook Elementary School. On December 5<sup>th</sup> will be a ceremony making the demolition of the Dunman Building across the street, the site of the new library.

The Town Manager announced the Craig Center Open House Christmas Party on December 17<sup>th</sup> at 6 p.m. Mr. Adams reminded everyone of the spaghetti dinner on the night of the Christmas Parade sponsored by the Breakfast Lions Club.

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

**Mr. Hare read a letter from Chief Cook naming Sergeant Valerie Cummings** as Officer for the month of September 2013. Mr. Adams read a letter from Chief Cook naming Sergeant Paul Matt Harris as Officer for the month of October 2013.

**The next item was recognition of our Public Works Staff** and the Town's Curbside Recycling Program. Gary Woodson, Public Works Director, commented that this year the Town was awarded a rating of 62.4% for its recycling rate which is second within the State. The State rate for 2012 was 41.5% and the Roanoke area was 37.6%. We could not have done this without the cooperation of the citizens, the business owners and Town staff. This is the third time in the past four years that we have placed in the top ten statewide.

**Under citizens' comments and petitions, Emanuel Miller** of 230 Craig Avenue, made comments regarding the buzzard situation in the Gladetown area. He appreciates what the town has been doing, but there is still a concern about them. Right now they are between Craig Avenue and Raleigh Avenue. Mr. Miller showed pictures of the buzzards to Council taken on different days. After further comments from Mr. Miller, the Town Manager asked Chief Ben Cook to give an update on what the Police Department is doing with the situation.

Mr. Cook commented that since the buzzards are a federally protected bird, we cannot shoot them but have to try to move them. We have been using an air-powered gun and another small gun that shoots a projectile, both of which make a loud noise, to try to scare them away. We have also been in contact with Roanoke County and the Department of Agriculture to see what options are available to us. One option that will work temporarily is to hang a dead buzzard in the area to run them off which requires a permit. Chief Cook said he sympathizes with Mr. Miller and the other neighbors. The Town Manager commented

Approved Anthony Conner as the Local Business Owner outside of the Grant Area member of the Loan Review Committee created to administer the Revolving Loan Program Plan for the \$700,000 CDBG Downtown and Economic Revitalization Grant

that the permit from the Department of Agriculture takes about two months and it will be for only one bird.

**The next item on the agenda was to consider adoption** of an Ordinance authorizing the Mayor or the Town Manager to execute a revised 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.

The Town Manager commented that Council authorized the execution of the Agreement back in September, but it has not been signed to date. After several localities had approved it, the attorneys identified an issue in the Agreement relating to the Article XI, Dissolution of the Authority. The Town Attorney commented that under the original Agreement we were missing part of the language in Article XI and it has been revised to conform to the state code. This is the only substantive change. All the other member localities that had approved the original agreement are also adopting a new ordinance with this amended agreement.

The Town Manager commented that a ceremonious signing of the Agreement will be held in early December.

The Mayor commented that he appreciates staff being so thorough with reviewing this agreement.

Mr. Altice made a motion that the Ordinance be adopted as presented. Mr. Hare asked about this Ordinance superseding the prior one and the Town Attorney responded that because we did not sign the prior agreement this Ordinance is to approve the amended agreement. The first Ordinance never went into effect. Mr. Hare further commented that he is concerned that the more of these authorities we create across the Valley although there is some value with pooling our resources, there is a danger in growing some of these authorities beyond what we may have originally intended. He supports it but cautions Council into jumping too much into creating all these authorities who have the ability to indirectly tax citizens by creating budgets that the localities then have come under. Mr. Adams commented that the agreement says by unanimous vote and Mr. Hare responded that the members of the Board are not Council.

Mr. Hare then commented that he had been reminded of the partnership with Roanoke County in the Vinton Business Center. That partnership partly achieved its goal, but it has also incurred more expenses for the town. The Mayor commented that partnerships like this are good and necessary, but by the same token anytime you create an authority that has a certain amount of power there is some caution that should be exercised.

After further comments, the motion was then seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance.

The Town Manager then stated that on December 11<sup>th</sup> at 5:30 p.m. at the Roanoke City Market Building, Charter Hall, will be a ceremonious signing with all six member jurisdictions in attendance.

**The next item on the agenda was to consider adoption** of a Resolution authorizing the appropriation of funds from the General Revenue Fund to the General Expense Fund for the expenditures related to the construction of the Glad Creek Greenway.

Ms. McMillan commented that on November 6<sup>th</sup> Council authorized the Town Manager to submit an application for VDOT Revenue Sharing funds for the Glade Creek Greenway and those funds in the amount of \$81,000 were approved in June. The required 50% match will come from the \$50,000 donation from Novozymes and \$31,000 from town funds for a total project cost of \$162,000. We are requesting the Novozymes' donation and the grant funds to be transferred to the Capital Outlay expense fund. We already have \$35,000 in this account.

Ms. McMillan further commented that this grant is on a reimbursement basis and since it was approved on June 19<sup>th</sup>, by June of next year we have to request a reimbursement. We hired one of the engineering firms in October that has been retained by the town and we had a scoping meeting with VDOT on November 14<sup>th</sup>. Based on that meeting, we should have at least 50% of the engineering drawing completed by December.

There are about seven properties that will be in the neighborhood of this greenway and we have sent letters to the property owners. To date we have not been contacted by any of them which is a good sign. As Liz Belcher mentioned in the work session, this greenway is the needed connection to the Roanoke River Greenway via Tinker Creek. We also submitted RSTP money for a pedestrian bridge over Tinker Creek and we hope we will start with that project within two years at a cost of \$1.8 million with no match required.

The Town Manager commented that once 50% of the design is completed, we will host a meeting sometime in January to focus on the greenway trail and give some updates on the bridge and the sidewalks along Walnut. Ms. McMillan commented that we want the greenway to be aligned with the bridge project, which completion has been delayed to December 2014. We are going to bid it out, but

Adopted Ordinance No. 943 authorizing the Mayor or the Town Manager to execute a revised 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

we are hoping that the contractor doing the bridge project would submit a bid and will be able to do the project. We are looking at Spring of 2015 and it should only take about three months once we bid it out.

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

**The next item on the agenda was to consider adoption** of a Resolution authorizing funds to be allocated for the installation of three (3) of the Department's top prioritized water wells for electrical service connections. Mr. Woodson began by commenting this relates to the electrical connections for the approved emergency mobile generator along with the permanent generator for 3<sup>rd</sup> Street. At that time we asked for additional funds in the amount of \$78,000 to be able to make those purchases and we had some projected costs to do those connections for six essential well houses. This would allow these well houses to support emergency water supply at a reduced capacity for quality and quantity. We have 11 wells within the town and the thought was to first outfit the essential well systems. Both of the generators are due to be delivered in December.

Mr. Woodson then reviewed his Power Point presentation. Slide one listed the six essential wells with the addition of the one at Stonebridge. After a further review, we felt that the Toddsbury Booster could be outfitted with a generator that we currently have and we would be better served to add Stonebridge. The original costs estimate was \$38,041.00 and these projections were derived from a local electrician who came in right after the storm in 2012. He indicated that the only thing that might change the prices would be the price of copper. However, when we went out to bid, we had three bidders and the low bidder was Varney and his numbers added up to \$65,143.00 for an increase of 58.4%.

Mr. Woodson then stated they asked Varney why the costs jumped up so significantly and the response was that when he originally priced it, he priced it with a general duty manual transfer switch. This is a switch system that would require us to run our cables in and wire the connections into the box itself. We told him that we had asked for a plug and play switch. The general duty switches are a little cheaper because they have a range of amps they will cover. These types of switches are not recognized by the power company because the concern is not having enough amperage or too much amperage can have adverse effects either way not to mention the safety concerns.

Adopted Resolution No. 2043 authorizing the appropriation of funds from the General Revenue Fund to the General Expense Fund for the expenditures related to the construction of the Glad Creek Greenway

The switch we want is a storm transfer switch which is a plug and play. Each well will have the exact amp in the switch box with a cam lock color coded. You have a cord that connects into it and it locks and no one can access it. When it is disconnected, the power comes back on and you manually throw a switch. If there were two or three wells down, we would pump one of our tanks up and then move the mobile generator to another facility and activate that one.

Mr. Woodson continued with his presentation showing that for \$38,041.00 we can do Mansard Square, Bush #2 and Bush #1 well houses which would cover 75% of the community. These are our highest priority. To get to the next prioritized well house, the Craig Well House for the 3<sup>rd</sup> Street tank, it would cost an additional \$8,531.00 and would cover an additional 10% of the community. This would bring the total to \$45,044.00. This would leave 15% of the essential wells not having connection within the town which are the Chestnut Mountain and the Toddsbury booster pumps. As stated before, we could power the Toddsbury with a generator that we already have. The booster pumps are used to move water over into the tank itself. Mr. Woodson next slide showed a map of the locations of the well houses, tanks and booster pumps.

In response to a question from Mr. Adams asking if we are sure we have the right quotes this time, Mr. Woodson responded that it was not that staff did not accurately correspond or communicate that we wanted plug and play switches. It could have possibly been to hold their costs down for the low bid, but then we questioned them. The initial estimates were only a quote and then we sent it out to bid.

The Town Manager commented that he asked Mr. Woodson to hold true to the budget number that we presented before and then show that for \$7,003.00 more we can get to the fourth priority which will get the third water tank and in all cover 85% of our residential customers. My recommendation is that priorities 5, 6, and 7 to be implemented into our CIP process for future budget years. If Council wants to add the fourth location and approve the \$45,044.00, we have a substitute Resolution prepared that can be adopted tonight.

Mr. Hare asked Barry Thompson how much was in the Reserve for Contingencies account and the response was if Council approved the \$45,044.00 that would leave a balance of \$36,216.00.

After further comments from Council, Mr. Woodson stated that the 3<sup>rd</sup> Street tank is an ideal place if we should have a significant event (not flooding) and need to supply water. It

is a large tank and a good location to circulate people in and out to fill water.

Mr. Hare commented that he feels we are in a position to cover the higher amount at this time. As the Town Manager stated, this is an insurance policy and is probably better than many people have personally. Mr. Hare then made a motion that the substitute Resolution be approved as presented; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance.

Adopted Resolution No. 2044 authorizing funds to be allocated for the installation of three (3) of the Department's top prioritized water wells for electrical service connections

**The Mayor thanked those involved with the Veterans' Day** Celebration at the War Memorial on November 10<sup>th</sup>. He also expressed thanks to Herman L. Horn and Cub Scout Den 6 for being invited to their Veterans' Day presentations. He congratulated the Police Department for their successful Citizens' Academy and thanked Town Council and Staff for their attendance at the Roanoke State of the County address recently.

**Comments from Council: Mr. Adams mentioned that the** benefit for Dedrick Rose at the Woodland Place on November 9<sup>th</sup> was well attended and a lot of money was raised for his benefit. Mr. Hare expressed thanks to all of town staff for their hard work and dedication that makes it easier for Council to do their job.

The Town Manager commented that we will be pulling the paving job for the fall for two reasons, the contractor's schedule and the fact that the temperature has changed. The contract has been signed and the contractor indicated he would honor the same price for paving in the Spring.

Mr. Hare made a motion to adjourn the meeting; the motion was seconded by Mr. Adams and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Hare, Grose; Nays (0) – None; Absent (1) - Nance. The meeting was adjourned at 8:25 p.m.

APPROVED:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

December 17, 2013

### **Department**

Police

### **Issue**

Officer of the Month for November 2013 – Officer Gregory Quesinberry

### **Summary**

Officer Gregory Quesinberry was selected as Officer of the month for November and will be recognized at the meeting

### **Attachments**

Memo from Chief Cook

### **Recommendations**

Read Memo



## Vinton Police Department

311 SOUTH POLLARD STREET  
VINTON, VIRGINIA 24179

PHONE (540) 983-0617

FAX (540) 983-0624

**BENJAMIN L. COOK**  
CHIEF OF POLICE

**A State Accredited Agency**

To: Greg Quesinberry, Police Officer

From: Benjamin L. Cook, Chief of Police BLC

Date: December 10, 2013

Subject: Officer of the Month – November 2013

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

On November 14, 2013, you conducted a vehicle stop for a traffic violation. After making contact with the driver, you smelled the odor of alcoholic beverage and began a DUI investigation. During the encounter, a narcotics K9 arrived and alerted on the suspect's car. A subsequent search located marijuana and numerous prescription medications placed inside of unmarked containers in the vehicle.

On November 22, 2013, you observed a suspicious vehicle parked in the parking lot of an apartment complex which was occupied by three individuals. After making contact with the people in the vehicle and checking their identification, you determined that two of the three of them were wanted on outstanding warrants, one of which was charged with robbery. During this encounter, you were able to locate marijuana and narcotic drugs after a K9 alert on the suspect's vehicle. Custody of the two wanted individuals was transferred over to Roanoke Police Department and the other occupant was charged with possession of drugs.

Your vigilance and thorough investigations have frequently led to the detection, seizure, and prosecution of dangerous narcotics and other drugs. You are helping to reduce the ever increasing problem of drugs in our community and your efforts are praiseworthy. Keep up the good work!



## **Town Council Agenda Summary**

### **Meeting Date**

December 17, 2013

### **Department**

Planning and Zoning

### **Issue**

Conduct a public hearing to consider a request by Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on January 5, 1965, to abandon, vacate and deed a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, to the adjoining property owners.

### **Summary**

Town Council was briefed by Staff on the request at the Town Council meeting held on December 3, 2013. On December 10, 2013, Mr. Robert Quam and Mr. Sherman Sligh, submitted to the Planning Office a petition signed by twenty four property owners indicating that they are in agreement with the request of the Quams and the Slighs to abandon and vacate the said undeveloped right-of-way. The Planning Commission held its public hearing for the request on December 10, 2013. The Planning Commission voted unanimously to recommend that the street vacation request to be tabled for sixty days to allow time for the three affected adjoining property owners to attempt to come to an acceptable agreement regarding the use of the undeveloped public right-of-way, Daleview Drive.

### **Attachments**

Staff memo  
Revised Plat dated 12/12/13  
Ordinance

### **Recommendations**

Conduct Public Hearing  
Motion to adopt Ordinance

**TO:** Vinton Town Council  
**FROM:** Anita J. McMillan, Planning and Zoning Director  
**DATE:** December 11, 2013  
**SUBJECT:** Proposed Closing of an Undeveloped Right-of-Way Known as Daleview Drive

**ISSUE/PURPOSE**

A public hearing to consider public comments concerning a request that a fifty (50) foot wide by approximately one hundred and fifty (150) foot long of an undeveloped right-of-way, known as Daleview Drive, Map of Section No. 4, Bali Hai, Plat Book 6, Page 30, be abandoned, vacated, and deeded to the adjoining property owners.

**BACKGROUND/SUMMARY**

The undeveloped right-of-way, known as Daleview Drive, is located between 647 and 701 Olney Road. Currently, there are two driveways located on this undeveloped right-of-way, each serving 647 and 701 Olney Road, respectively. Please see attached aerial map showing the two existing driveways located in the undeveloped right-of-way, Daleview Drive.

Staff was contacted by Mrs. Anne Huffman Overbay in September 2012, requesting a meeting with Town personnel. On October 2, 2012, a meeting was held between Mr. Ardith and Mrs. Anne Overbay, and Town staff including the Town Manager, Town Attorney, Planning and Zoning Director, Public Works Director and Assistant Director. The meeting was held to discuss the Overbays' intention to subdivide their vacant parcel that is located in the City of Roanoke. The parcel is currently without any street access from the City of Roanoke, but could be accessed from the Town of Vinton, either from the undeveloped right-of-way of Daleview Drive between 647 and 701 Olney Road, and/or from Olney Road, in the area located to the north of 615 Olney Road, and to the south of 609 and 613 Olney Road. Additionally, the Overbays also requested that the two lots be serviced by Vinton's water service.

On January 11, 2013, a preliminary subdivision plat was submitted with a revised plat being submitted on February 27, 2013, showing that two lots will be accessed from the undeveloped right-of-way known as Daleview Drive. On March 27, 2013, a meeting was held between Mr. Ardith Overbay and his surveyor, Mr. Chris McMurry, and Town personnel to discuss concerns listed in Town's correspondence dated March 19, 2013. According to Mr. Overbay, he had been in contact with the property owners of 647 and 701 Olney Road regarding his proposed use of the undeveloped right-of-way for access of his two lots. At the conclusion of the meeting, Mr. Overbay agreed to discuss with both property owners that they request that the Town close, vacate, and deed the undeveloped right-of-way to them. Additionally, if the closing and vacation request of the right-of-way was approved, a 20' by 150' strip contained within the vacated right-of-way will be conveyed to the Overbays by the two property owners, to serve as an access point for the two lots.

On March 29, 2013, preliminary drawings were submitted showing the proposed vacation of the right-of-way and the strip to be deeded to the Overbay to be located within this vacated right-of-way. On April 10, 2013, Mr. McMurry submitted to Staff, signed statements from the Slighs and the Quams, stating that they agreed to the undeveloped right-of-way being vacated and would convey the said strip to the Overbays. The signed statements were not notarized, and there were some mistakes in the statements that needed to be corrected.

On April 29, 2013, a plat of the right-of-way vacation, a concept plat showing the deed portion to be conveyed, and an unsigned 647 and 701 Olney Road property owners' (Quams and Slighs) statement for the property owners, stating that they agree for the undeveloped right-of-way to be vacated and to convey a strip contained within the right-of-way to the Overbays, were faxed to Staff. According to Mr. McMurry, the Quams and Slighs would be present at the Planning Commission meeting and to sign the paperwork on May 2, 2013.

On April 15, 2013, Staff sent correspondence to utility companies including Vinton Public Works Department, Roanoke Gas, American Electric Power (AEP), Verizon, and Cox Communications regarding the vacation request of the said undeveloped right-of-way. All the utility companies have responded and do not have any objection to the vacation request.

Twelve (12) adjoining property owners, including the owners of 647 and 701 Olney Road, Mr. and Mrs. A.R. Overbay, and Mr. Chris McMurry, were also notified of the vacation request through correspondence dated April 15, 2013.

As required by State Code Sections 15.2-2204 and 15.2-2272, the legal notice of the public hearing on the right-of-way vacation request was advertised in *The Vinton Messenger* on April 18, and April 25, 2013, for Planning Commission public hearing that was held on Thursday, May 2, 2013; and on May 2, and May 9, 2013, for Town Council public hearing that was held on Tuesday, May 21, 2013.

At the May 2, 2013, Planning Commission public hearing, Mr. McMurry, the Overbays' representative asked for the vacation request to be tabled due to some concerns being raised by Mr. Sherman Sligh. On May 8, 2013, Staff received a telephone call from the Overbays' attorney, Mr. John Patterson, informing Staff that the Overbays wish to withdraw their request for the undeveloped right-of-way to be vacated. On May 10, 2013, the letter to withdraw the request was received from Mr. Patterson.

Since July 2013, the Town Attorney and the Overbays' attorney have been in conversation regarding a possibility of having a license agreement between the Town and the Overbays for the use of Daleview Drive. The license agreement is necessary because the Town has not planned nor does it wish to make improvements to the right-of-way at this time. In addition, the Town wants to limit any potential liability it may have concerning the use of this right-of-way since it is obviously not developed as a road. The Town is also concerned about the impact to its citizens concerning the use of the undeveloped right-of-way. The proposed Overbays' subdivision has raised unique issues concerning services etc., because the property is actually located outside of the Town limits.

On August 19, 2013, the Town received a letter from the Quams and the Slighs requesting that the Town consider vacating the right-of-way. On August 20, 2013, Vinton Town Council was to approve a license agreement between the Town and the Overbays, which was drafted by the Town Attorney. Town Council was informed by the Town Attorney that the agreement as prepared was not desired by the Overbays. During the meeting, it was indicated that the any action of the license agreement is to be delayed until a motion can be heard on whether or not to vacate the undeveloped right-of-way.

On September 11, 2013, Staff received another letter from the Quams and Slighs requesting that the undeveloped Daleview Drive right-of-way be vacated and deeded to them. On October 10, 2013, Staff received a copy of the survey plat and legal description of the undeveloped right-of-way to be vacated from LMW P.C., the surveying firm retained by the Quams and Slighs.

Twelve (12) adjoining property owners, including Mr. and Mrs. A.R. Overbay, and the Overbays' attorney, Mr. John Patterson, were notified of the vacation request through correspondence dated November 18, 2013. Please see attached a copy of the letter and the listing of property owners notified.

As required by State Code Sections 15.2-2204 and 15.2-2272, the legal notice of the public hearing on the right-of-way vacation request was advertised in *The Vinton Messenger* on November 21, and November 28, 2013, for Planning Commission public hearing to be held on Tuesday, December 10, 2013; and the Town Council public hearing to be held on Tuesday, December 17, 2013.

### **ATTACHMENTS**

1. An aerial map showing 647 and 701 Olney Road driveways located within the undeveloped right-of-way of Daleview Drive – 1 Page.
2. A copy of the survey plat showing the Quams' and Slighs' property and the legal description of the undeveloped ROW Daleview Drive – 2 Pages.

### **PAST ACTIONS AND REQUESTED ACTION**

1. May 2, 2013, Planning Commission Public Hearing – The Overbays' request was tabled at the request of their representative, Mr. Chris McMurry.
2. May 21, 2013, Town Council Public Hearing – The Overbays' request was withdrawn by the Overbays' attorney, Mr. John Patterson.
3. December 10, 2013, Planning Commission Public hearing: Public comments were received and the Planning Commission voted unanimously to recommend that the street vacation request to be tabled for sixty days to allow time for the three affected adjoining property owners to attempt to come to an acceptable agreement regarding the use of the undeveloped public right-of-way, Daleview Drive.
4. December 17, 2013, Town Council Public Hearing: Receive public comments on the request of the Quams and Slighs and decide whether or not to adopt an ordinance to vacate, close, and deed the right-of-way to the property owners of 647 and 701 Olney Road.

An aerial photograph showing residential properties and a road. The image is overlaid with white lines representing property boundaries. A road, Daleview Drive, runs vertically on the right side. A driveway leads from the road to a property at 647 Olney Road. Another property at 701 Olney Road is shown below it. A large undeveloped area is labeled as Daleview Drive ROW. A parcel ID is visible near the 701 Olney Road property.

647 Olney Road

Undeveloped Daleview Drive ROW

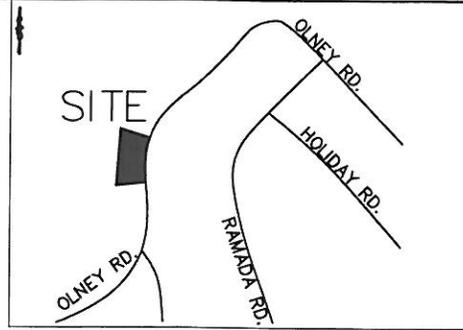
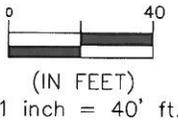
061 05-01-02 30-0006

701 Olney Road

NOTES:

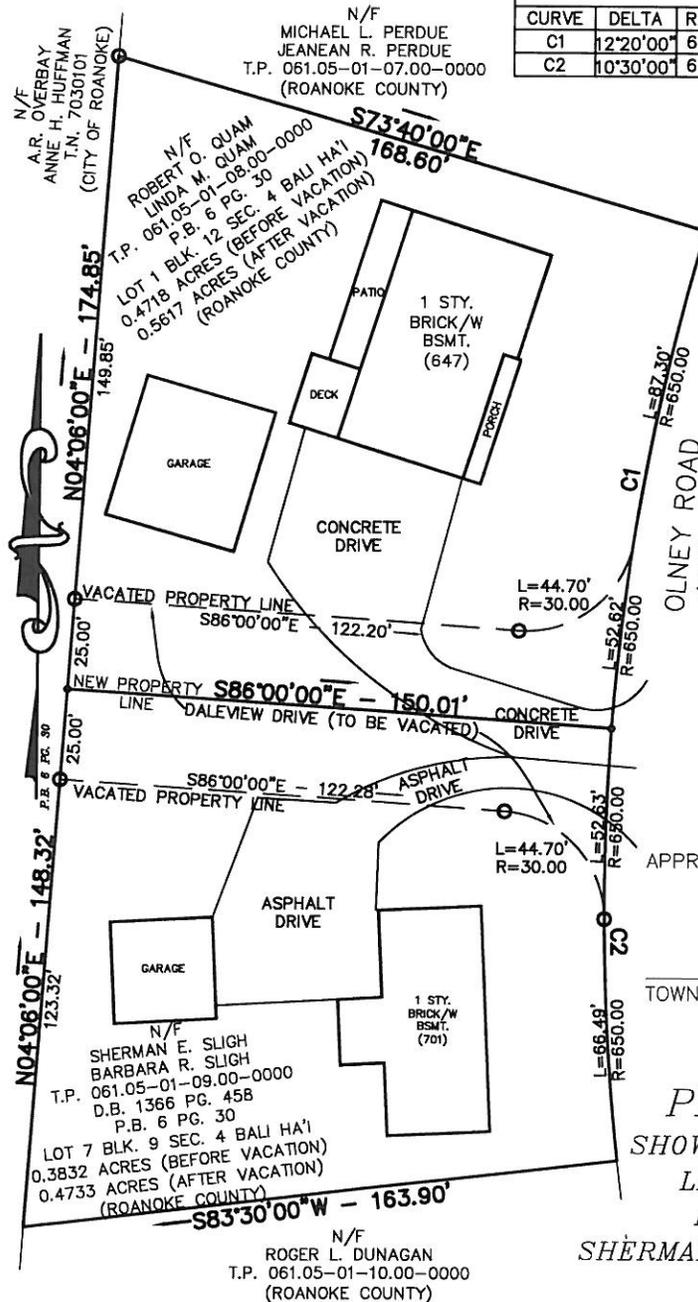
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES.
2. THIS PROPERTY AS PLATTED DOES NOT FALL WITHIN THE 100 YEAR FLOOD ZONE. ZONE "X", MAP NUMBER 51161C0167G, DATED SEPTEMBER 28, 2007.
3. THIS PLAT WAS PREPARED FROM AN ACTUAL AND CURRENT FIELD SURVEY. ANY PHYSICAL IMPROVEMENTS NOT DIMENSIONED, SHALL NOT BE SCALED.
4. THIS PLAT MAY OR MAY NOT CONFORM TO PREVIOUS DEEDS AND OR PLATS OF RECORD.
5. LEGAL REFERENCE: P.B. 6 PG. 30, LOT 1 BLK. 12 SEC. 4 BALI HA'1, LOT 7 BLK. 9 SEC. 4 BALI HA'1.

GRAPHIC SCALE



VICINITY MAP  
NO SCALE

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	12°20'00"	650.00	139.92	70.23	S10°10'01"W	139.65
C2	10°30'00"	650.00	119.12	59.73	S01°14'59"E	118.95



- LEGEND
- SURVEYED PROPERTY LINE
  - - - ADJOINER PROPERTY LINE
  - - - - - VACATED LINE
  - SET REBAR
  - EXISTING IRON FOUND
  - END OF LINE/CURVE
  - NOTHING FOUND, NOTHING SET



APPROVED: \_\_\_\_\_  
TOWN MANAGER TOWN OF VINTON DATE

**PLAT OF SURVEY**  
SHOWING THE NEW PROPERTY  
LINE AND THE VACATED  
PROPERTY LINES FOR  
**SHERMAN E. AND BARBARA R. SLIGH**  
AND  
**ROBERT O. AND LINDA M. QUAM**  
LOCATED AT 647 AND 701  
ONLY ROAD SITUATED IN THE  
VINTON MAGISTERIAL DISTRICT  
ROANOKE COUNTY, VIRGINIA  
COMM. 4116 SURVEYED: 10/04/13



Engineering  
Architecture  
Surveying  
Landscape Design

102 Albemarle Ave.  
Roanoke, Virginia  
24013

www.lmwpc.net  
ph: 540.345.0675  
fax: 540.342.4456  
lmweng@lmwpc.net

## LEGAL DISCRIPTION

That certain 50 feet wide by 150.01 long portion of street known as Daleview Drive, lying north of Lot 7 in Block 9 Section 4 of the BALI HA'I Subdivision Map and south of Lot 1 Block 12 Section 4 of the BALI HA'I Subdivision Map, of record in the Clerk's office of the Circuit Court of Roanoke County, Virginia, in Plat Book 6, Page 30

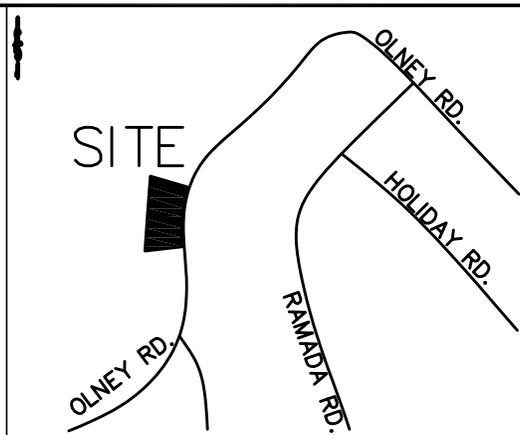
NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES.
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5. LEGAL REFERENCE: P.B. 6 PG. 30, LOT 1 BLK. 12 SEC. 4 BALI HA'I, LOT 7 BLK. 9 SEC. 4 BALI HA'I.

GRAPHIC SCALE

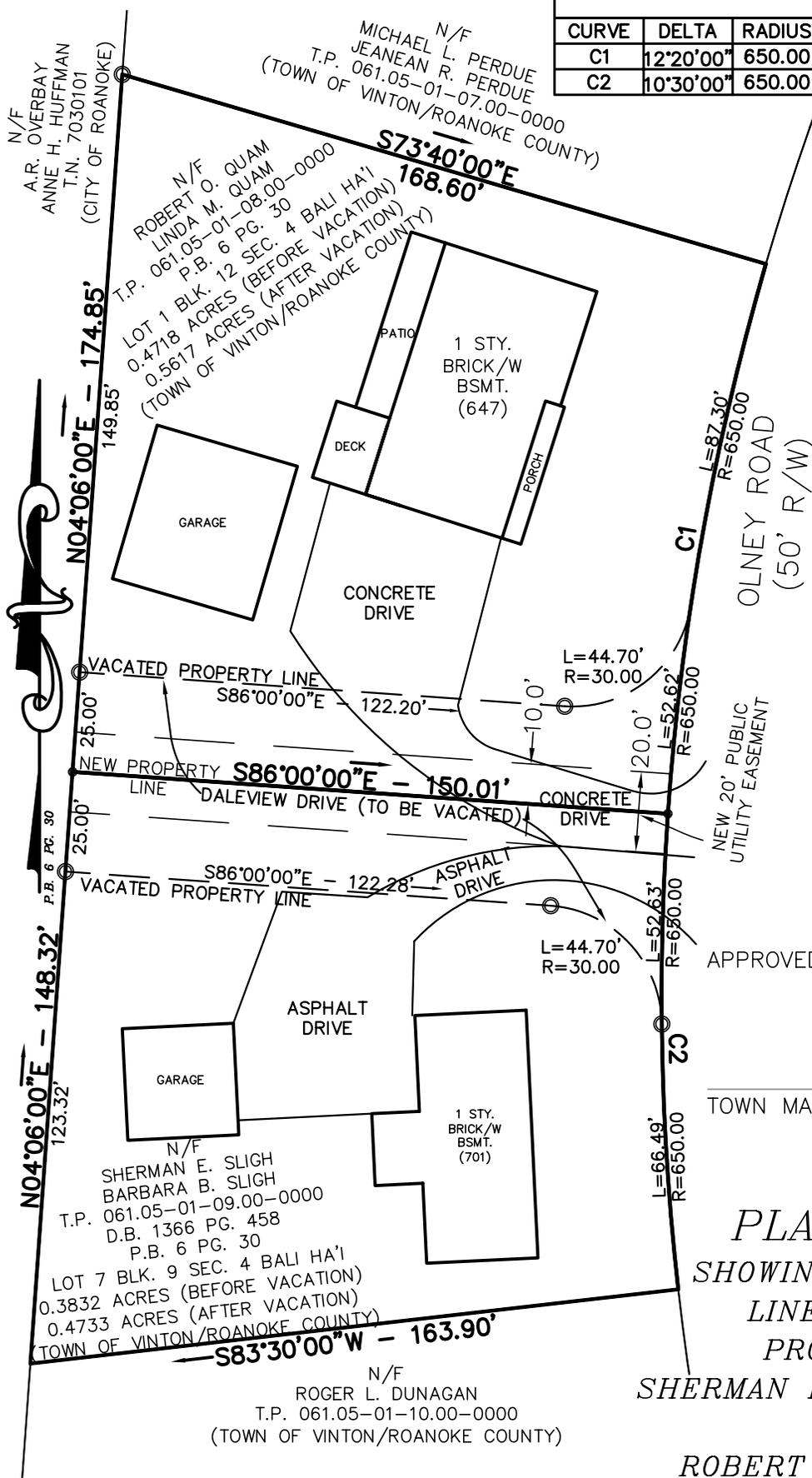


(IN FEET)  
1 inch = 40' ft.



VICINITY MAP  
NO SCALE

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	12°20'00"	650.00	139.92	70.23	S10°10'01"W	139.65
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- LEGEND
- SURVEYED PROPERTY LINE
  - ADJOINER PROPERTY LINE
  - - - - - VACATED LINE
  - SET REBAR
  - EXISTING IRON FOUND
  - END OF LINE/CURVE
  - NOTHING FOUND, NOTHING SET



APPROVED:

TOWN MANAGER TOWN OF VINTON DATE

PLAT OF SURVEY  
SHOWING THE NEW PROPERTY  
LINE AND THE VACATED  
PROPERTY LINES FOR  
SHERMAN E. AND BARBARA B. SLIGH  
AND

ROBERT O. AND LINDA M. QUAM  
LOCATED AT 647 AND 701  
OLNEY ROAD SITUATED IN THE  
VINTON MAGISTERIAL DISTRICT  
ROANOKE COUNTY, VIRGINIA



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24013

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**ORDINANCE NO.**

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

**AN ORDINANCE** permanently abandoning, vacating, and deeding a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped public right-of-way, known as Daleview Drive, to the adjoining property owners.

**WHEREAS**, Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on January 5, 1965, filed an application to the Council of the Town of Vinton, Virginia, in accordance with the law, request that the Council permanently abandon, vacate, discontinue and deed the undeveloped public right-of-way described hereinafter; and

**WHEREAS**, on April 15, 2013, a notification letter was mailed by the Town Planning and Zoning Department to American Electric Power (AEP), Cox Communications, Roanoke Gas Company, Verizon, and Vinton Public Works Department inquiring if said companies have utilities in the said undeveloped public right-of-way; and

**WHEREAS**, on November 18, 2013, a notification letter was mailed by the Town of Vinton to the adjoining property owners of said public right-of-way; and

**WHEREAS**, a public hearing was held on such application by the Planning Commission on December 10, 2013 and Town Council on December 17, 2013, respectively, after due and timely notice pursuant to the provisions of Sections 15.2-2272 and 15.2-2204 of the 1950 Code of Virginia, as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on such application; and

**WHEREAS**, it appears from the foregoing that the land proprietors affected by the requested closing of the subject public right-of-way have been properly notified; and

**WHEREAS**, from all of the foregoing, the Council considers that no irreparable harm will result to any individual or to the public from permanently abandoning, vacating, and deeding such undeveloped public right-of-way.

**THEREFORE, BE IT ORDAINED** by the Council of the Town of Vinton, Virginia, that the undeveloped public right-of-way situated in the Town of Vinton, Virginia; and more particularly described as follows:

That certain 50 feet wide by 150.01 feet long portion street known as Daleview Drive, lying north of Lot 7 in Block 9 Section 4 of the Bali Ha'i Subdivision Map, of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 6, Page 30;

be, and is hereby permanently abandoned, vacated, and deeded, and that all rights and interests of the public in and to the same be, and hereby are released insofar as the Council of the Town of Vinton is empowered so to do with respect to the undeveloped right-of-way, and reserving in the middle of the said

undeveloped right-of-way, a 20 feet wide by 150.01 feet long public utility easement (PUE) the centerline of which shall be the new property line created as shown on the "Plat of Survey Showing the New Property Line and Vacated Property Lines" dated October 4, 2013 and prepared by LMW, P.C., recorded herewith, to the Town of Vinton and any utility company or public authority, including, specifically, without limitation, providers to or for the public of cable television, electricity, natural gas or telephone service, sanitary sewer and water, and for the related facilities, together with the right of ingress and egress for the construction or maintenance of such utility facilities, such right to include the right to remove, without the payment of compensation or damages of any kind to the owner, any landscaping, fences, shrubbery, driveways, structures or any other encroachments on or over the easement which impede access for construction or maintenance purposes at the time such work is undertaken.

**BE IT FURTHER ORDAINED** that the applicants shall, upon meeting all other conditions of the granting of the application, deliver to the Clerk of the Circuit Court of the County of Roanoke, Virginia, a certified copy of this ordinance for recordation where deeds are recorded in such Clerk's Office, indexing the same in the name of the Town of Vinton, Virginia, as Grantor, and in the name of the Petitioners, and the names of any other parties in interest who may so request, as Grantees, and pay such fees and charges as are required by the Clerk to effect such recordation.

**BE IT FURTHER ORDAINED** that the applicant shall, upon a certified copy of this ordinance being recorded by the Clerk of the Circuit Court of the County of Roanoke, Virginia, where deeds are recorded in such Clerk's Office, file with the Town Manager of the Town of Vinton, Virginia, the Clerk's receipt, demonstrating that such recordation has occurred.

This ordinance shall be in full force and 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, Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

December 17, 2013

### **Department**

Human Resources

### **Issue**

Consider adoption of an Ordinance authorizing the Town Manager to execute a Joint Powers Agreement with VML Insurance Programs and an Advice to Pay Agreement with Lincoln Financial Group pertaining to the VMLIP Paid Leave Solution Program.

### **Summary**

The General Assembly enacted legislation requiring the provision of both short and long term disability benefits for the members of the hybrid plan – this will be all employees hired into VRS covered positions effective January 1, 2014 and beyond.

The Town must determine the source of a comparable product on the open market that could be re-bid on an established basis. (The Town Opted out of the irrevocable offering of Unum – which is the plan supported by VRS.) Including Unum, we reviewed four offerings over the past 6 months or so. This included attending information sessions, webinars, individual meetings with representatives and product review through documents and flyers.

We recommend that the plan supported by VMLINS, Lincoln Financial Group, be selected to provide the required coverage to the hybrid plan employees effective January 1, 2014 (non-applicable to police, fire/EMS employees). In addition to its pricing plan, (less than Unum's), the Town has a long standing relationship with VMLINS, which currently provides the Town's liability, workers' comp and LODA insurances. Inasmuch, the coordination of offerings will be easily handled. Additionally, the Town has enjoyed outstanding services through VMLINS and anticipates the continued level of service to remain exemplary.

Also, the decision must be made as to if we wish to provide \*\*all employees these benefits – or only the hybrid employees. How many different benefit plans do we wish to manage for approximately \*\*52 employees? We are recommending that this issue be further studied with the inclination being to provide the same coverage to Plan I and Plan II employees July 1, 2014 – allowing the opportunity to budget this item for the 2014-15 fiscal year and providing seamless, equitable coverage for all Town employees.

\*\*All hazardous duty employees are currently excluded from this legislative action.

**Attachments**

Virginia Local Government Insurance Association Joint Powers Agreement  
Lincoln Financial Group Advice to Pay Agreement  
Ordinance

**Recommendation**

Motion to adopt Ordinance

**VIRGINIA LOCAL GOVERNMENT INSURANCE ASSOCIATION**  
**JOINT POWERS AGREEMENT**

**THIS AGREEMENT**, made and entered into as of the 1st day of August, 2013, by and between local governments and other political subdivisions of the Commonwealth of Virginia which are signatories hereto, hereinafter collectively referred to as “the Political Subdivisions” or “Members”, and VML Insurance Programs, hereinafter referred to as “the Administrator”; and

**WHEREAS**, the Political Subdivisions are each authorized by law to provide group life insurance, accident and health insurance and other employee benefits programs for their officers and employees; and

**WHEREAS**, Virginia Code §15.2-1300 provides that any power, privilege or authority exercised, or capable of being exercised by a political subdivision in the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, except where express statutory procedure is otherwise provided for the joint enterprise; and

**WHEREAS**, said Code section authorizes two or more political subdivisions to enter into agreements with one another for such joint action and to appropriate funds and sell, lease, give or otherwise supply such property, personnel or services therefore as legally empowered to furnish; and

**WHEREAS**, the Political Subdivisions, pursuant to the authority granted in Code sections 15.2-1300, *et seq.* or such similar authority as may from time to time be authorized under the Code, desire to enter into a joint powers agreement and associate as members hereunder for the purposes, among other things, of promoting the interest and welfare of the members and developing a closer relation among them; and

**WHEREAS**, the Virginia Public Procurement Act (the “Procurement Act”) exempts from its competitive sealed bidding and competitive negotiation requirements (the “Requirements”) the procurement by public bodies, utilizing competitive principles, of insurance purchased through member associations under the conditions set forth in the Procurement Act;

**WHEREAS**, the Political Subdivisions now seek to exercise jointly, and continue to exercise jointly, their respective powers and authority to procure employee benefit programs by use of competitive principles, including, without limitation, accident and health, medical, dental

and vision care, either by insurance or by service providers, and in pursuance thereof to enter into the purpose set forth.

**NOW, THEREFORE,** in consideration of the premises and the undertakings hereinafter stated, each of the Political Subdivisions agrees one with the others as follows:

1. **Name.** The undertakings of the Political Subdivisions hereunder shall be named and designated as the Virginia Local Government Insurance Association (hereinafter “the Association”).

2. **Term of the Agreement.** This Agreement shall be effective for the period commencing on the date set forth above (with each Member to adopt the Agreement on or after such commencement date) and shall terminate upon the earlier of (a) a unanimous vote of all the remaining Members providing for such termination or (b) when the membership has decreased to one Member. Upon such termination, any property owned by the Association (or the proceeds from the sale of such property) shall be distributed to each remaining Member in accordance with the Association’s bylaws, as such bylaws may be amended from time to time by the Board governing the Association (the “Bylaws”).

3. **Purpose of the Agreement.** The Members enter into this Agreement for the purpose of acting jointly to promote the interest and welfare of, and develop close relationships with, similar public bodies, and from time to time, to procure from qualified insurers and other providers by use of competitive principles, such employee benefits as designated by Members for its or their officials and employees, active or retired, including, without limitation, group life insurance, health and accident insurance, hospitalization, medical, dental and vision care insurance and other professional services, collectively “the Employee Benefits”. The Political Subdivisions acknowledge that certain benefits may be derived from their purchase through the Association. Each Member agrees, subject, however, to annual appropriation to pay its per capita share of the budget or the membership fees as hereinafter set forth.

4. **Governance.**

(a) **The Board.** The Association shall be governed by a Board (the “Board”) which shall have power to decide all matters relating to the Association’s activities and operations. The Board shall consist of all members of the Members’ Supervisory Board of VML Insurance Programs. Any changes in the

membership of such Members' Supervisory Board shall be automatically reflected in the membership of the Association Board.

(b) Meetings of the Board. The Board shall meet at such times and places as shall be designated in the Bylaws.

(c) Officers of the Board; Powers and Duties of Officers. The Board shall have such officers as provided in the Bylaws and with such powers as prescribed therein.

(d) Quorum for the Board. A majority of board members shall constitute a quorum for any Board meeting.

(e) Actions by the Board. All matters for action by the Board may be adopted upon the affirmative vote of Board members voting at a meeting where a quorum is present, or otherwise as may be specified in this Agreement or in the Bylaws.

(f) Bylaws. The initial Bylaws are set forth in Schedule A to this Agreement. The Bylaws may be amended upon the affirmative vote of two-thirds of all the Board members or upon the affirmative vote of two-thirds of all the Members. In the event that the Bylaws contradict any provision of this Agreement, this Agreement shall control.

5. **Purchase of Insurance Products.** The purchase of at least one insurance product through the Association is a requirement for Association membership. Individual Political Subdivisions are responsible for payment of their share of all premiums directly to insurers, reinsurers, third party administrators and other providers of service for insurance coverage. Political Subdivisions agree to pay premiums to the carrier in a timely manner. Members agree that the Board may authorize VML Insurance Programs or its designee to perform billing and other administrative functions for insurance products purchased through the Association.

6. **Other Benefit Programs and/or Services.** The Board may vote to explore additional purchasing opportunities for new benefit programs and/or services at any time.

7. **Budget of the Association.** The Board shall establish a budget for the Association with funding by the Members based upon a per capita share of the budget or, if applicable and approved by the Board, a minimum membership fee. Such per capita shares and minimum fees shall be assessed, if at all, on an annual basis.

8. **New Members.** In addition to the initial Political Subdivisions, other political subdivisions may apply to join the Association and membership shall be subject to the approval of the Board. Acceptance of such conditions and adoption of this Agreement is dependent upon the appropriate action of such applicant's governing body by resolution or ordinance. Notwithstanding the foregoing, the Board empowers the Administrator to accept new members to the Association based on any additional criteria, if any, it may prescribe.

9. **Termination or Withdrawal From Membership.** A Political Subdivision may terminate participation in any employee benefit program or other product of the Association in which the Political Subdivision is a participant upon notice delivered to the Board. After 30 days' written notice to the Member, the Board may terminate the membership of any Member who fails to pay its membership fees, comply with the Bylaws, this Agreement, or other rules and regulations for Members, as established from time to time by the Board. Should any member fail to pay premiums owed to any insurer, reinsurer, third party administrator or other provider of service, membership may be terminated without notice.

10. **Administrator.**

- (a) The Board may, in its discretion, engage and appoint an Administrator for the Association. Except as may be limited in this Agreement or by the Board, the Administrator shall have full authority to act on behalf of the Members in connection with the undertakings specified herein, and to issue requests for proposals and receive such proposals as authorized by the Board and to take such other actions as may be deemed necessary or convenient in connection therewith.
- (b) The Administrator is authorized and empowered on behalf of the Members to comply with the applicable provisions of the Virginia Procurement Act for and on behalf of the Members to the extent such joint action is not inconsistent with Virginia law.

- (c) The Administrator shall be entitled to receive for its services hereunder such compensation as shall be mutually agreed by the Board and the Administrator. The Administrator's reasonable expenses incurred in connection with its services hereunder shall also be reimbursed by the Association.
- (d) The Administrator shall obtain and maintain insurance against dishonest or infidelity of any officers, employees or agents of the Administrator acting within the scope of its or their authority in such amount as shall be reasonably required by the Board in relation to the monies which are in its custody.
- (e) The Members agree that VML Insurance Programs, or its successor in interest, shall serve as the Administrator of the Association. The Board may, in its discretion, remove VML Insurance Programs, or its successor in interest as the Administrator, and appoint and engage an alternative Administrator for the Association.

11. **Exculpatory Provisions.** The Administrator shall not be liable to the Political Subdivisions except for acts or omissions constituting gross negligence and willful misconduct.

12. **Indemnification.** None of the parties hereto shall be liable for any separate independent duty or obligation of any other Political Subdivisions hereunder and each agrees to indemnify the others for any claim, loss or damage and expense therefore as shall be sustained by such others, including reasonable attorney's fees, arising out of or the result of such separate independent duty or obligation of the indemnifying Political Subdivision.

13. **Execution of Multiple Originals.** This Agreement may be executed by the Administrator and by one or more of the Political Subdivisions in the multiple original copies and, when so executed, deemed to be the agreement of, and shall be binding on, all such signatories.

In Witness Whereof, the Administrator and the Political Subdivisions have each caused this Agreement to be executed for and on its behalf, by its duly authorized officer pursuant to ordinance if a member county, city or town, or resolution if another political subdivision, effective as of the date first above written.

VML INSURANCE PROGRAMS

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

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

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

MEMBER

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

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

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



## ADVICE TO PAY AGREEMENT

THIS AGREEMENT is entered into effective **Wednesday, January 01, 2014** by and between \_\_\_\_\_ (**please enter entity name**), hereinafter referred to as "Plan Sponsor," and **The Lincoln National Life Insurance Company**, hereinafter referred to as "Consultant."

Plan Sponsor has adopted a Short-term Disability income plan agreement, hereinafter referred to as the "Plan", to provide benefits for certain of its employees. A copy of the Plan is attached to and forms a part of this Agreement.

Plan Sponsor has requested that Consultant furnish claim review services for the Plan in accordance with the terms and conditions set forth in this Agreement.

In consideration of the foregoing and the mutual promises and covenants contained in this Agreement, Plan Sponsor and Consultant agree as follows:

### PART I - CLAIM REVIEW SERVICES

Consultant shall provide the following Claim Review Services for claims incurred on or after the effective date of this Agreement:

1. Review and investigate all claims and provide advice to Plan Sponsor as to whether a claimant is eligible for disability benefits based on the nature of the disability and the terms of the Plan. Consultant will apply customary definitions of terms, such as "total disability", "recurrent disability", etc., unless otherwise defined in the Plan or directed by Plan Sponsor.
2. Communicate the incurred date of the disability and the date through which Consultant has validated the disability.
3. Process claims in accordance with any applicable state or federal guidelines.
4. Provide claim management services including risk management, vocational counseling, verification of applications for (or receipt of) income from other sources, and monitoring of rehabilitation programs.
5. Review and provide final advice on one appeal of each claim that has been denied.
6. Provide the gross pay amount, any applicable reductions and/or deductions, and the net pay amount for each claimant for each validated period of disability.
7. In the event that the Plan Sponsor authorizes denial of a claim or an appeal in whole or in part, Consultant shall notify the Claimant in writing of such denial. Consultant's letter to the Claimant shall clearly state:
  - a) the specific reason for the denial;
  - b) the Plan provision(s) on which the denial is based;
  - c) an explanation of the Claimant's right to appeal, and the claim review procedure, if applicable; and
  - d) that the decision was made by Plan Sponsor, and Consultant is only providing consulting services.
8. Provide a regularly scheduled report listing:
  - a) all claims received since the last reporting period
  - b) all claims receiving ongoing review, with a notation of advice to pay approvals when given
  - c) all claims that have been closed since the last reporting period
  - d) any recommended claim pay out amounts
  - e) detailed status information on all continuing claims
  - f) recommended final payment.

## PART II - OBLIGATIONS OF THE PLAN SPONSOR

### A. Plan Sponsor shall:

1. Submit claims for benefits under the Plan to Consultant for review.
2. Collect and furnish all information reasonably required by Consultant to carry out its duties under this Agreement.
3. Provide eligibility information for each claimant at the time the claim is submitted, as well as any other information concerning the plan benefits and eligibility as may be reasonably required for the proper administration of the plan.
4. Approve or deny claims and appeals.
5. Make no use of Consultant's name in connection with the plan which is not approved in writing by Consultant.
6. Make benefit payments and disseminate tax reporting and withholding information for benefits paid by Plan Sponsor to comply with federal, state, and local requirements.
7. Notify Consultant if Plan Sponsor determines that Consultant is not interpreting terms of the Plan as Plan Sponsor desires them to be interpreted, after receipt of which notice Consultant will adhere to Plan Sponsor's directions.

B. Consultant shall not be considered to have failed to perform its obligations under this Agreement if any delay or nonperformance on its part is due, in whole or in part, to the Plan Sponsor's failure to discharge its own obligations promptly.

C. Plan Sponsor shall provide Consultant in writing the names of individuals authorized to act for the Plan Sponsor in connection with this Agreement, together with a statement as to the extent of their authority. Consultant may rely upon such authorizations until receipt of written instructions changing such authorization.

D. Plan Sponsor shall not make any substantive change in the Plan without giving written notice and a copy of the modification to Consultant 30 days prior to the effective date of the change.

## PART III - FINAL AUTHORITY; RELATIONSHIP OF THE PARTIES

Final authority and financial responsibility for the Plan and its administration and operations are vested solely in the Plan Sponsor. Consultant is empowered to act on behalf of Plan Sponsor in connection with the Plan only as expressly stated in this Agreement. In performing its obligations under this Agreement, Consultant is acting solely as a consultant and contractor of Plan Sponsor, not as an insurer or underwriter of the Plan. Consultant shall have no power or authority on behalf of Plan Sponsor to alter, modify or waive any terms or conditions of the Plan or to waive any breach of any such terms or conditions, or to bind Plan Sponsor. If the Employee Retirement Income Security Act of 1974 (ERISA) applies to the Plan, Plan sponsor shall serve as the Plan Administrator of the Plan and Consultant shall not be considered a fiduciary with respect to the Plan.

## PART IV – HOLD HARMLESS; LEGAL PROCEEDINGS; STANDARD OF CARE

### A. Hold Harmless.

Plan Sponsor agrees to indemnify and hold harmless Consultant and its officers, directors, employees, and any other persons retained by Consultant to discharge its duties under this Agreement, from any and all claims, demands or lawsuits brought against Consultant in relation to its provision of services with respect to the Plan.

### B. Legal Proceedings.

Each party shall promptly notify the other in the event they become aware of any demand, threat, legal action or administrative proceeding involving the Plan or any activities related to this Agreement. Plan Sponsor shall settle or otherwise resolve any such demand, threat, legal action or administrative proceeding, or participate in the defense thereof. Consultant shall furnish Plan Sponsor any documentation it has which relates to the dispute, and will otherwise cooperate with Plan Sponsor in achieving a prompt resolution.

### C. Standard of Care.

Consultant shall use ordinary care and reasonable diligence in the exercise of its powers and the performance of its duties hereunder. If any payment is made by Plan Sponsor to an ineligible person or in an incorrect amount, Consultant will so notify Plan Sponsor in order that Plan Sponsor may take such action as may be available to it.

## PART V - CLAIM RECORDS

A. All records, reports, and other information maintained by Consultant pursuant to this Agreement shall be the sole property of Plan Sponsor and shall be made available to Plan Sponsor upon termination of this Agreement.

B. Plan Sponsor shall have the right to inspect any records, reports, and other information prepared and maintained by Consultant pursuant to this Agreement upon reasonable notice from Plan Sponsor. Consultant shall have the right to inspect any claim file and any other record or report which is prepared and maintained by Plan Sponsor pursuant to this Agreement upon reasonable notice to Plan Sponsor.

C. Consultant shall take reasonable steps to preserve the confidentiality of all records, reports and other information it maintains in connection with this Agreement, and will use such information only as provided in this Agreement. No individually identifiable information will be released except as permitted by this Agreement, as authorized in writing by the claimant to whom the information relates, or as compelled by law. Pursuant to Part II, Section C of this Agreement, Plan Sponsor shall designate employees or agents who are authorized to receive individually identifiable claim information on behalf of the Plan Sponsor.

## PART VI - FEES AND EXPENSES

A. Administration Fee. Plan Sponsor agrees to pay **\$2.49** per covered employee per month.

B. Expenses. The Administration Fee includes expenses incurred by Consultant associated with all normal short-term disability claim validation and claim management processes typical in the industry. These expenses include those associated with obtaining medical records, independent medical exams, Home Office overhead expenses, etc., and adjudication of up to one appeal of each denial claim. Plan Sponsor may request additional claim management services and agrees to reimburse Consultant for expenses incurred by Consultant. Any expense anticipated to exceed \$500 will require consent from the Plan Sponsor prior to the activity being initiated. Expenses subject to reimbursement may include costs of surveillance, on-site vocational rehabilitation and/or case management, legal fees, approved travel expenses, other expert fees, etc.

C. Consultant shall submit to Plan Sponsor within twenty (20) days after each calendar month that this Agreement is in effect an itemized statement showing the Administrative Fees and Expenses incurred for such month. Plan Sponsor shall pay Consultant such amounts within thirty (30) days of the invoice date.

D. Subject to any applicable rate guarantees specified by Consultant in writing, Consultant may change the Administrative Fee from time to time, upon giving at least thirty (30) days prior notice to Plan Sponsor.

## PART VII - SUBCONTRACTING

Consultant may arrange for service bureaus, agencies, or other subcontractors to perform any portion of the services that Consultant has agreed to provide under this Agreement. Consultant shall remain liable to Plan Sponsor in accordance with terms of this Agreement for any such work performed by a subcontractor.

## PART VIII - AMENDMENT

No modification or amendment to this Agreement shall be valid unless made in writing and signed by each party.

## PART IX - MISCELLANEOUS PROVISIONS

A. Neither party may assign its rights under this Agreement without first obtaining the written consent of the other party. This Agreement shall be binding on any such successors or assigns.

B. Neither Consultant nor Plan Sponsor shall have any power or authority to act for or on behalf of the other except as herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.

C. Any notices required or provided for under this Agreement shall be in writing and sent by regular U.S. mail or air express to the addresses below:

The Lincoln National Life Insurance Company  
Attn: Vice President of Claims  
8801 Indian Hills Dr.  
Omaha, NE 68114

D. Captions of the Parts, Sections, and Paragraphs of this Agreement are for convenience and reference only, and the words contained in such captions shall in no way be employed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

E. This Agreement is governed by and shall be construed in accordance with the laws of the State of Indiana, without regard to conflict of laws principles.

F. If any provision of this Agreement is determined to be invalid in any respect, such determination shall not nullify any of the other terms of this Agreement.

#### PART X - TERM AND TERMINATION

A. This Agreement shall become effective as of the date first written above, and shall continue until terminated as permitted below.

B. Either party may terminate this Agreement as of its anniversary date by giving at least thirty (30) days prior notice to the other party.

C. Plan Sponsor may terminate this Agreement effective immediately if it determines that Consultant has failed to perform the required services in a satisfactory manner, and Consultant fails to cure such failure within thirty (30) days after receiving a detailed notice from Plan Sponsor identifying the nature of its dissatisfaction.

D. Plan Sponsor may also terminate this Agreement if it does not agree with any proposed adjustment in the Administrative Fee under Part VI, D, by delivering written notice to Consultant within thirty (30) days of receipt of notice of the proposed increase. Such termination shall be effective thirty (30) days following delivery of the notice of termination to Consultant.

E. Consultant may terminate this Agreement effective immediately upon delivery of notice of termination to Plan Sponsor if Plan Sponsor fails to pay Consultant any billed Administrative Fees or Expense reimbursements when due. Consultant may also terminate this Agreement effective immediately if Plan Sponsor breaches any other provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of a detailed notice from Consultant.

F. If the in force Long Term Disability Policy issued by Consultant terminates, this Agreement will automatically terminate as of the same date.

G. Upon termination of this Agreement, Consultant shall cease to perform any and all activities and functions that are required of Consultant by this Agreement. As soon as practical after the termination date, Consultant shall transfer all ongoing and pending claims to the Plan Sponsor for further administration.

H. After the termination of this Agreement, Consultant shall have no further obligation of any nature or kind on any pending or ongoing claims which were received by Consultant prior to the termination date of this Agreement.

I. Notwithstanding any other provision of this Agreement to the contrary, the termination of this Agreement will not affect the responsibilities of either party under Part IV (Indemnification, etc.) or Part V (Claim Records), nor shall it discharge Plan Sponsor's obligation to pay Consultant any amounts due.

IN WITNESS OF THE ABOVE, the parties hereto have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so.

**The Lincoln National Life Insurance Company**

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

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

Title: \_\_\_\_\_

**Entity Name:** \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**ORDINANCE NO.**

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

**WHEREAS**, Virginia political subdivisions are authorized by law to provide group life insurance, accident and health insurance and other employee benefits programs for their officers and employees; and

**WHEREAS**, Virginia Code §15.2-1300 provides that any power, privilege or authority exercised, or capable of being exercised by a political subdivision in the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, except where express statutory procedure is otherwise provided for the joint enterprise; and

**WHEREAS**, said Code section authorizes two or more political subdivisions to enter into agreements with one another for such joint action and to appropriate funds and sell, lease, give or otherwise supply such property, personnel or services therefore as legally empowered to furnish; and

**WHEREAS**, the Virginia Public Procurement Act (the "Procurement Act") exempts from its competitive sealed bidding and competitive negotiation requirements (the "Requirements") the joint procurement by public bodies, utilizing competitive principles, of insurance purchased through member associations under the conditions set forth in the Procurement Act; and

**WHEREAS**, members of Virginia Local Government Insurance Association (the "Association") are Virginia political subdivisions who have executed the Joint Powers Association Agreement, a copy of which is attached to and made part of this Ordinance (the "Joint Powers Agreement"); and

**WHEREAS**, members of the Association may procure insurance through the Association; and

**WHEREAS**, insurance products purchased through the Association are more cost effective than those purchased through alternative means; and

**WHEREAS**, the procurement of insurance should be effectuated as provided in the Joint Powers Association Agreement, in accordance with applicable provisions of the Procurement Act, such as the utilization of competitive principles pursuant to an exemption from the Requirements; and

**WHEREAS**, it appearing to the Town Council of the Town of Vinton that the procurement of insurance pursuant to the Joint Powers Agreement is otherwise in the best interests of the Town of Vinton.

**NOW, THEREFORE, BE IT HEREBY ORDAINED** that:

- (1) Competitive sealed bidding and competitive negotiation for the procurement of insurance are not fiscally advantageous to the public because of the administrative and economic advantages of procuring such insurance through the Association.
- (2) The procurement of insurance pursuant to the Joint Powers Agreement is hereby approved.
- (3) The Joint Powers Agreement and the performance of the terms and conditions thereof on behalf of the Town of Vinton are hereby authorized and approved.
- (4) The Town Manager is hereby authorized and directed to execute and deliver the Joint Powers Agreement on behalf of the Town of Vinton in substantially the form presented at this meeting.
- (5) The payment obligations of the Town of Vinton pursuant to the provisions hereof and the Joint Powers Agreement shall be subject to annual appropriation of requisite funds therefor by the Town of Vinton.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Town Council of the Town of Vinton that the Town Manager is also authorized to execute the Advice to Pay Agreement with Lincoln Financial Group in substantially the form presented at this meeting and any and all requisite documents pertaining to the VMLIP Paid Leave Solution Program.

This Ordinance shall take effect immediately upon its adoption or passage.

This Ordinance 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**

December 17, 2013

### **Department**

Police

### **Issue**

Consider adoption of a Resolution appropriating funds in the amount of \$648.12 received through the VML Insurance Programs Risk Management Safety Grant Program to the Police Department budget.

### **Summary**

The Department is requesting that Council adopt the Resolution that appropriates funding received from VML Insurance Programs Risk Management Safety Grant Program in the amount of \$648.12.

The grant was approved for the department's purchase of Traffic Cones and Traffic Control Batons. VML Insurance Programs (VMLIP) has offered the Risk Management Safety Grant program since 2000 to assist and encourage safety efforts for localities. The Traffic Control Batons and Cones were needed to replace old and outdated equipment into our inventory.

### **Attachments**

VML Grant Approval letter  
Law Enforcement Supply Invoice  
Resolution

### **Recommendations**

Motion to adopt Resolution





Remit To:  
P.O. Box 602763  
Charlotte, NC 28260-2763

Correspondence:  
8604 Cliff Cameron Dr Ste105  
Charlotte, NC 28269-8505

P 800.733.9281  
F 704.548.0399

[1106]

INVOICE NUMBER 281482 INVOICE DATE 07/25/13 CHIEFsupply.com

SOLD TO: 570719  
VINTON POLICE DEPT  
ACCOUNTS PAYABLE  
311 S POLLARD ST  
VINTON, VA 24179-2531

SHIP TO: 0  
VINTON POLICE DEPT  
APRIL ALTERIO  
311 S POLLARD ST  
VINTON, VA 241792531

CUSTOMER ACCOUNT	OUR ORDER	ORDER DATE	P.O. NUMBER	TERMS	SHIP VIA	WHSE
570719	709408	07/25/13	AA	NET 30 DAYS		50

SPECIAL INSTRUCTIONS: ORDER PLACED BY: AA SALES: C8895  
3022779 \*(5/PK) CONE COLLAPSIBLE W/LIGHT 28 // // // //  
EMI3020 FLASHBACK THREE LIGHT BATON, AMBER

INVOICE IS DUE 30 DAYS FROM INVOICE DATE. NO SHIPMENTS WILL BE MADE TO ACCOUNTS WITH PAST DUE BALANCES.

ITEM NUMBER	DESCRIPTION	UNIT	ORDER	SHIP	B/O	PRICE	EXTENSION
EMI3020	FLASHBACK THREE LIG EA		24	4	20	23.290	93.16
3022779	*(5/PK) CONE COLLAP EA		3	3		164.990	494.97

\*\*\*\*\*  
\* NEW REMITTANCE ADDRESS: CHIEF SUPPLY \*  
\* CORPORATION P O BOX 602763 CHARLOTTE NC \*  
\* 28260-2763 \*  
\*\*\*\*\*

\*\* These commodities, technologies, or software were (will be) exported from the U.S. in accordance with export administration regulations. Diversions contrary to U.S. law prohibited.

=====PAY THIS AMOUNT			
SUBTOTAL	SALES TAX	SHIPPING & HANDLING	TOTAL
588.13	0.00	59.99	648.12

\*\*\*\*\*DETACH THIS PORTION AND RETURN WITH REMITTANCE\*\*\*\*\*

ACCOUNT NUMBER: 570719 INVOICE #: 281482

CUSTOMER NAME: VINTON POLICE AMOUNT DUE: 648.12 [&]

**RESOLUTION NO.**

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

**WHEREAS,** the Town participated in a Risk Management Safety Grant Program through the VML Insurance Programs and received a check for \$648.12; and

**WHEREAS,** the funds were not recorded as additional revenues available to spend by the Police Department; and

**WHEREAS,** funds need to be appropriated to the Police Department Materials & Supplies account and the appropriate revenue account for the June 30, 2014 Budget.

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

<b>FROM:</b>	<b>200.2404.011</b>	<b>Other Police Grants</b>	<b>\$648.12</b>
<b>TO:</b>	<b>200.3101.553</b>	<b>Materials &amp; Supplies</b>	<b>\$648.12</b>

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**

December 17, 2013

### **Department**

Administration

### **Issues**

Consider adoption of a Resolution authorizing the transfer of funds in the amount of \$6,500.00 to pay the Berkley Group for the development of a park master plan.

### **Summary**

Over the past year, there has been a great deal of discussion in the community as well as within the Town organization regarding recreational opportunities in downtown. The revitalization efforts and development of the new Vinton Library have generated discussion of two types of recreational amenities: (1) children's pocket park, and (2) skate/bicycle park.

Each park represents different clientele and can be worked on independently. Following Town Council meeting on December 3<sup>rd</sup>, it was requested that staff rescope the project to allow each to proceed independently. In this manner, the pocket park could proceed and the skate park concept could be vetted more to see what community interest there is to proceed. As proposed the Berkley Group would begin work on just the pocket park with public input meetings and coordination with the champion of the project, the Vinton Lion's Club. The total cost of the master plan work is \$6,500. The proposal also includes the cost of the skate park which could be discussed and acted on at a later date.

These key tasks and deliverables are needed to produce a positive project package to submit as part of any applications this spring to civic organizations, state recreational agency grants, and other private funding.

### **Attachments**

Proposal for Park Master Planning Services by Berkley Group, dated December 7, 2013.  
Resolution

### **Recommendations**

Motion to adopt Resolution



December 7, 2013

Mr. Chris Lawrence, AICP  
Vinton Town Manager  
311 South Pollard Street  
Vinton, Virginia 24179

RE: *Revised* Proposal for Park Master Planning Services/Task Order 1

Dear Mr. Lawrence:

The Berkley Group has been requested to assist with park planning services for the future development of two recreational facilities – a pocket park and a skateboard park. In order to maximize the positive impact to the community for both of these public recreational amenities the following two processes are recommended:

### **Community Pocket Park**

1. **Public workshop to discuss the proposed pocket park** (*evening meeting*)
  - Group exercises will work through programmatic issues and amenity desires
  - Small groups (e.g., 4-6 persons) will perform the exercises

***Deliverable:*** *Summary of key meeting input, potential program ideas and findings.*

2. **Park master plan development**

- Two pocket park alternative sketch plans (derived from public input)
  - Prepare a master-plan level study base map using site mapping information provided by Town; an appropriate map scale will be used for this base. The site area will include the parcel(s) or area as delineated by the Client.

***Deliverable:*** *Two alternative diagrammatic sketch plans, each with a distinct arrangement of key program elements as defined from public comment in the preceding workshop, and as approved by the Client. Although the program elements may vary somewhat between alternatives, it is anticipated that certain program elements will be common to both; design or program themes may also vary between alternatives. Each alternative will be a single-line, free-hand graphic drawn over the study base map with appropriate explanatory labels and notations. Key plan elements to be shown generally include: pedestrian walks and activity areas; active and/or passive use areas such as a playground, performance or seating areas; landscape features such as lawns, shaded areas, garden areas and buffers, as appropriate. These alternative sketch plans will be rendered in color and provided to the Client at full-size presentation scale and in digital format.*

3. **Community Workshop** (*evening meeting*)

- Review proposed park master plan sketches
- Identify potential funding sources
- Receive additional comments

***Deliverable:*** *Summary of key meeting input, preferred park program elements and findings. Identification of potential funding sources based on park programmatic or facility elements.*

**4. Prepare Draft Park Master Plans**

- Based upon direction from the Client and community workshop input, we will prepare a preferred park master plan and program for the pocket park. Key plan elements to be shown include those identified in the preliminary sketch plans in a more refined graphic presentation. This preferred master plan will likely represent a hybrid of program elements from both alternative sketch plans. The plan will be accompanied by a concept-level facility program for use in developing a project budget estimate. The plan will be rendered in color and provided to the Client at full-size presentation scale and in digital format. This plan will be an excellent tool for use in public information, promotion and fund-raising purposes. Please note that it is not an engineering plan and it is not intended for construction purposes.
- The Berkley Group will coordinate with a play equipment vendor (as approved by the Town) to design appropriate play units as may be identified during the public input process.

***Deliverable:*** Above described master plans and design elements along with park facility estimated budgets. The Berkley Group, in coordination with Sympoetica, will develop the Pocket Park Draft Master Plan. The Berkley Group, with assistance from the Town, will coordinate with play equipment professionals for any desired play equipment design elements.

**5. Present Draft Park Master Plan to Town Council**

- Receive Council input
- Define implementation steps

***Deliverable:*** Based upon Town Council input, we will make minor revisions to the Draft Master Plan for the preparation of the Final Master Plan, which will be rendered in color. This plan will be transmitted to the Client at presentation size and in digital format.

This process will result in a comprehensive and inclusive park master plan. The Pocket Park Master Plan will be conducted in coordination with Sympoetica and a playground designer (if desired) as approved by Town staff.

The cost of services by category is presented below.

**Park Master Planning Services**

TASK	COST
Project Coordination/Administration	\$1500
Community Workshop 1	\$750
Park Master Plans (Two Alternative Sketch Plans, Illustrative Master Plan)	\$2500
Playground Design (if desired)	Provided by Others
Community Workshop 2	\$750
Estimated Budget	\$500
Presentation to Town Council	\$500
<b>Total</b>	<b>\$6,500</b>

**Notes:** Additional work, if desired is rated as follows:  
 Public presentations are \$500/meeting.  
 Community workshops are \$1500/meeting.  
 Master plan sketches are \$500/sketch.  
 Illustrative master plans are \$1500/plan.  
 Master plan edits are contingent on scope of edits.  
 Additional hourly services are \$150/hour.

## Assumptions

1. No original site base mapping services or surveys are included in this contract, but it is assumed that existing mapping (e.g., plats, planimetric map, topographic maps, aerial photos and other engineering plans) provided by the Client will be usable for planning purposes. The concept master plan will be prepared at an appropriate master plan-level scale.
2. The site for this project has been defined by the Client and, for purposes of this Task Order, it is assumed that the site is free of any existing development constraints for the programmed uses, including existing utilities, geotechnical or environmental issues.
3. The Berkley Group shall provide the Town with one hard copy and a digital copy of final graphic products of this study.
4. The Berkley Group will work with additional third parties as indicated in this agreement and as approved by the Town. It is assumed that those parties will cooperate fully with the efforts described herein.
5. Potential funding sources can best be determined once a facility program is identified. The potential public funding sources for these facilities may be limited and may have significant timing or use constraints. Private funding sources merit strong consideration.
6. Project invoicing will be monthly proportional to completed work and consistent with the On-call Consulting Services Master Agreement.

\*\*\*\*\*

## Skateboard Park

1. **Youth skate park meeting** (*after school, day meeting open to all interested youth*)
  - Discuss ideas and gather specific information on desired park elements (i.e., ramps, rails, pipes, materials, etc.)
  - Discuss operational parameters
  - Train volunteers to help facilitate evening workshop

**Deliverable:** *Summary of key meeting input, potential program ideas and findings.*
2. **Public workshop to discuss the proposed skateboard park** (*evening meeting*)
  - Group exercises will work through programmatic issues and amenity desires
  - Small groups (e.g., 4-6 persons) will perform the exercises (co-facilitated by student volunteers)

**Deliverable:** *Summary of key meeting input, potential program ideas and findings.*
3. **Facility concept development**
  - Skate Park program identified
  - Funding sources for design/construction identified

**Deliverable:** *Public input on a skateboard park concept received with a potential program identified. If sufficient public support exists, funding sources will be targeted for facility design and construction. Skate Park Master Plan to be provided by others as identified by the Town.*
4. **Community Workshop** (*evening meeting*)
  - Review proposed facility program and timeline
  - Identify potential funding sources
  - Receive additional comments

***Deliverable:*** Summary of key meeting input, preferred facility program elements and findings. Identification of potential funding sources based on park programmatic or facility elements.

This process will result in an assessment of public support for a skateboard park facility with an identified design program (if support is sufficient to proceed). Potential funding sources will be identified to fit the intended facility and program.

The cost of services by category is presented below.

### Skate Park Planning Services

TASK	COST
Project Coordination/Administration	\$1000
Youth Skate Park Meeting (day meeting)	\$750
Community Workshop 1 (evening meeting)	\$750
Identification of Program and Potential Funding Sources	\$500
Community Workshop 2	\$750
Facility Estimated Budget	\$500
<b>Total</b>	<b>\$4,250</b>

**Notes:** Additional work, if desired is rated as follows:  
 Public presentations are \$500/meeting.  
 Community workshops are \$1500/meeting.  
 Additional hourly services are \$150/hour.

### Assumptions

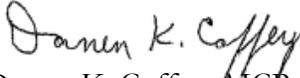
1. No original site base mapping services or surveys are included in this contract, but it is assumed that existing mapping (e.g., plats, planimetric map, topographic maps, aerial photos and other engineering plans) provided by the Client will be usable for planning purposes.
2. The site for this project has been defined by the Client and, for purposes of this Task Order, it is assumed that the site is free of any existing development constraints for the programmed uses, including existing utilities, geotechnical or environmental issues.
3. The Berkley Group shall provide the Town with one hard copy and a digital copy of final products of this study.
4. The Berkley Group will work with additional third parties as indicated in this agreement and as approved by the Town. It is assumed that those parties will cooperate fully with the efforts described herein.
5. Potential funding sources can best be determined once a facility program is identified. The potential public funding sources for these facilities may be limited and may have significant timing or use constraints. Private funding sources merit strong consideration.
6. Project invoicing will be monthly proportional to completed work and consistent with the On-call Consulting Services Master Agreement.

### Schedule

Both projects can be performed within 60-90 days and can begin with the Town's execution of this Task Order and Notice to Proceed (NTP).

Our study team has significant experience with projects of this nature. We are prepared to work with you, your staff, and other consultants and vendors as appropriate to help the Town create a successful project. We appreciate the opportunity to provide this proposal. If you have any questions about the proposed scope or fee, please contact me at your convenience to discuss further.

Sincerely,



Darren K. Coffey, AICP  
Principal

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Town Notice to Proceed (NTP) for this Proposal (Task Order 1):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**RESOLUTION NO**

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

**WHEREAS,** the Town of Vinton recognizes the need and value that recreational amenities bring to the quality of life of the community; and

**WHEREAS,** the community and civic organizations have expressed interest in studying the feasibility of developing a pocket park serving children and families; and

**WHEREAS,** the Berkley Group has submitted a proposal for the development of a master plan through a public engagement process at a cost of \$6,500.00; and

**WHEREAS,** funds in the amount of \$6,500.00 will come from the existing budget in 200.8900.407 Reserve for Contingency.

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

<b>FROM:</b>	<b>200.8900.407 General-Reserve for Contingencies</b>	<b>\$6,500.00</b>
<b>TO:</b>	<b>200.8150.722 Economic Development–Special Projects</b>	<b>\$6,500.00</b>

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**

December 17, 2013

### **Department**

Council

### **Issue**

Request to Convene in Closed Meeting, Pursuant to § 2.2-3711 (A) (1) of the 1950 Code of Virginia, as amended, for discussion regarding appointments to boards and commissions.

### **Summary**

Council will discuss the following:

#### **Board of Zoning Appeals**

Debra P. Hagans – five year term which expires on January 16, 2014

#### **Highway Safety Commission**

Robert A. Patterson – three year term which expires on December 31, 2013

#### **Comprehensive Economic Development Strategy (CEDS)**

Carolyn D. Fidler – three year term which expired on June 30, 2011

Hal Mabe – three year term which expired on June 30, 2011

Stephanie Brown – three year term which expired on June 30, 2011

#### **Greater Roanoke Transit Company**

Two year term which expires on December 31, 2015

#### **Roanoke Valley Metropolitan Planning Organization (MPO)**

Carolyn D. Fidler – three year term which expires on June 30, 2014

#### **Western Virginia Regional Industrial Facility Authority**

- One two year term to expire (date to be determined)
- One four year term to expire (date to be determined)
- One two year term (alternate) to expire (date to be determined)
- One four year term (alternate) to expire (date to be determined)

**Attachments**

- Board and Commissions Booklet Summary
- Certification of Closed Meeting

**Recommendations**

- Reconvene and adopt Certification of Closed Meeting
- Make appointments to boards/commissions

**BOARD OF ZONING APPEALS**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Debra P. Hagins	505 Jefferson Avenue	01/17/09	01/16/14	1808
Frederick J. "Mick" Michelsen	225 North Maple Street	01/17/10	01/16/15	1848
Allen S. Kasey	105 Giles Avenue	01/17/06	01/16/16	1895
Sabrina Weeks (Alternate)	1012 Blakemore Circle	10/02/12	02/20/16	CM-10/02/12
VACANT (Alternate)			02/20/16	
Robert W. Benninger	1206 Jeanette Avenue	01/17/07	01/16/17	1947
Donald R. Altice	627 South Maple Street	09/07/10	01/16/18	CM-12/18/12

**FAIR HOUSING BOARD (DISSOLVED BY ORDINANCE NO. 928 ON 11/6/12)****HIGHWAY SAFETY COMMISSION**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Robert A. Patterson	1056 Blandford Avenue	11/01/07	12/31/13	1937
Doug Adams	1632 Meadows Road	09/15/09	02/04/14	1938
Carolyn Fidler	428 Cedar Avenue	03/04/08	02/04/14	1904
Roy G. McCarty, Jr.	450 Jackson Avenue	02/05/08	02/04/14	1905
Robert R. Altice	616 Maple Street	07/01/10	06/30/14	1883
James Warren Childress, II	223 Craig Avenue	02/05/09	02/04/15	1949
Fred L. Swisher	422 Chestnut Mtn. Drive	02/05/09	02/04/15	1950
VACANT			02/04/15	
Benjamin Cook (ex-officio member)	311 South Pollard Street	n/a	n/a	n/a
(ex-officio member)	311 South Pollard Street	n/a	n/a	n/a

**PLANNING COMMISSION**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
David R. Jones	806 Olney Road	03/01/07	02/28/15	1897
Robert A. Patterson	1056 Blandford Avenue	01/01/07	12/31/15	1894
Paul R. Mason	731 Ramada Road	09/07/10	06/06/16	1963
William E. Booth	1007 Blandford Avenue	07/20/10	10/31/16	CM-10/16/12
Dawn M. Michelson	225 North Maple Street	11/06/07	12/31/16	CM-12/18/12

**FINANCE COMMITTEE**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Matthew S. Hare	621 Aragona Drive	07/06/10	06/30/14	n/a
William W. Nance	1514 Bush Farm Drive	07/06/10	06/30/14	n/a
Barry Thompson	311 South Pollard Street	n/a	n/a	n/a
Christopher S. Lawrence	311 South Pollard Street	n/a	n/a	n/a

**PUBLIC SAFETY COMMITTEE**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Irvin Douglas Adams, Jr.	1632 Meadows Road	07/03/12	06/30/14	n/a
Matthew S. Hare	621 Aragona Drive	07/06/10	06/30/14	n/a
Ben Cook	311 South Pollard Street	n/a	n/a	n/a
Christopher S. Lawrence	311 South Pollard Street	n/a	n/a	n/a

**PUBLIC WORKS COMMITTEE**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Robert R. Altice	616 Maple Street	07/06/10	06/30/14	n/a
Bradley E. Grose	404 Cedar Avenue	07/03/12	06/30/14	n/a
Gary W. Woodson	311 South Pollard Street	n/a	n/a	n/a

**STORMWATER CITIZENS ADVISORY COMMITTEE**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
W. Ray Sandifer	912 Colbourne Avenue	09/04	n/a	n/a
David R. Jones	806 Olney Road	11/03	n/a	n/a
VACANT			n/a	

**CLEAN VALLEY COUNCIL**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Anita McMillan	311 South Pollard Street	02/28/95	n/a	n/a

**COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Carolyn D. Fidler	428 Cedar Avenue	06/08	06/30/11	
Hal Mabe	6010 Windcrest Lane, Roanoke, VA 24012	06/08	06/30/11	
Stephanie Brown	632 Woods Ave., SW, Roanoke, VA 24016	06/08	06/30/11	
Christopher S. Lawrence	311 South Pollard Street	n/a	n/a	

**GREATER ROANOKE TRANSIT COMPANY**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
City of Salem Representative			12/13/13	

**ROANOKE REGIONAL PARTNERSHIP**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Bradley E. Grose	311 South Pollard Street	07/06/04	n/a	n/a
Christopher S. Lawrence	311 South Pollard Street	10/07/08	n/a	1793

**ROANOKE VALLEY – ALLEGHANY REGIONAL COMMISSION EXECUTIVE COMMITTEE**

NAME	ADDRESS	INITIAL APPOINTMENT	TERM EXPIRES	RESOLUTION NO.
Bradley E. Grose (Council member)	311 South Pollard Street	07/01/09	06/30/15	1972
Christopher S. Lawrence (Non-elected member)	311 South Pollard Street	07/01/10	06/30/16	CM-6/4/13



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

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

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

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

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

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

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

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