

Bradley E. Grose, Mayor
Matthew S. Hare, Vice Mayor
I. Douglas Adams, Jr., Council Member
William "Wes" Nance, Council Member
Sabrina M. Weeks, Council Member



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

**Vinton Town Council
Regular Meeting
Council Chambers
311 South Pollard Street
Tuesday, September 2, 2014**

AGENDA

Consideration of:

A. 6:30 p.m. - WORK SESSION

1. Briefing on two project efforts, a conceptual Eleven Intersection Traffic Improvements Plan and the existing VDOT Walnut Avenue/8th Street Intersection Improvements. Both projects are being funded primarily through VDOT's Regional Surface Transportation Program (RSTP) grant funding incentives. on RSTP application for traffic signalization study—Walnut Avenue/8th Street phase.

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

C. MOMENT OF SILENCE

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

E. UPCOMING COMMUNITY EVENTS/ANNOUNCEMENTS

F. CONSENT AGENDA

1. Consider approval of minutes for the regular Council meeting of August 19, 2014.

G. AWARDS, RECOGNITIONS, PRESENTATIONS

1. National Preparedness Month Awareness

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

I. TOWN ATTORNEY

J. TOWN MANAGER

ITEMS REQUIRING ACTION

1. Consider adoption of a Resolution authorizing the Town Manager to execute a Lease Agreement with Alexander Films, LLC for space in the Health Department Building located at 227 South Pollard Street, Vinton, Virginia.

UPDATE ON OLD BUSINESS

K. MAYOR

L. COUNCIL

M. ADJOURNMENT

<p>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.</p>

NEXT TOWN COMMITTEE/COUNCIL MEETINGS:

September 8, 2014 – 5:30 p.m. – Finance Committee meeting – Finance Conference Room

September 16, 2014 – 6:00 p.m. – Work Session followed by regular Council meeting – Council Chambers

September 30, 2014 – 8:00 am – Council Strategic Planning Session – Vinton War Memorial



Town Council Agenda Summary

Meeting Date

September 2, 2014

Department

Public Works

Issue

Briefing on two project efforts, a conceptual Eleven Intersection Traffic Improvements Plan and the existing VDOT Walnut Avenue/8th Street Intersection Improvements. Both projects are being funded primarily through VDOT's Regional Surface Transportation Program (RSTP) grant funding incentives.

Summary

Gary Woodson, Public Works Director, will provide an updated briefing on a conceptual intersection project for the Town's major corridors and the second for the existing Walnut Avenue/8th Street for information and seek their consensus and direction toward moving the task forward.

Attachments

None

Recommendations

Consensus of Council to proceed with the projects



Town Council Agenda Summary

Meeting Date

September 2, 2014

Department

Town Clerk

Issue

Consider approval of minutes for the regular Council meeting of August 19, 2014.

Summary

None

Attachments

August 19, 2014

Recommendations

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, AUGUST 19, 2014, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

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

STAFF PRESENT: Christopher S. Lawrence, Town Manager
Elizabeth Dillon, Town Attorney
Susan N. Johnson, Town Clerk
Gary Woodson, Public Works Director
Ben Cook, Police Chief
Anita McMillan, Planning & Zoning Director
Joey Hiner, Public Works Assistant Director
Chris Linkous, Fire/EMS Captain
Chad Helms, Lieutenant-Fire
John Hobbs, Lieutenant-EMS

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

for an update on the Downtown Pocket Park Master Plan. The Town Manager introduced Darren Coffey and Drew Williams with The Berkley Group. Staff has been working with them since late winter on the master plan for the downtown pocket park along with leadership from the local Lions Clubs. The Town Manager over the last month has met with each Club and presented the plan to their membership. Each of the Clubs and those in attendance at the presentations all gave their consensus of support for the project and we all realize that this needs to be a community based funded program.

Darren Coffey began by commenting that this was a collaborative process with excellent participation from the Lions Club, Council, staff, the public and the media. There was a strong desire for the park to be upscale, but not elaborate. It was also apparent that the park needed to be attractive for the space, accessible for seniors, children and individuals with disabilities and that it should be interactive with an orientation toward children and families.

Mr. Coffey then reviewed the elements of the master plan which included a crosswalk from the new library site. He commented that any structure upgrades need to be done to the parcel before proceeding with the park so that the site is only torn up once.

He continued with the element of control of access. The park would be surrounded by a low masonry wall with a two-foot iron fence on top to provide a four-foot fencing that is attractive but also controls access to the site. The entrance would have one gate that would be accessible for

maintenance vehicles plus a main gate. Another feature suggested was a lion statute which a child can interact with and crawl on. The play unit shown is for five to 12 year olds and one that will fit the space. Two optional areas were provided that can be prepared during construction for any future water feature or other play equipment. The surfacing that was priced is the poured in place with a concrete base. Also shown was a lion water fountain which is priced at \$5,000 and continues with the lion theme along with a 12' x 16' picnic shelter, benches and trash receptacles.

Mr. Coffey mentioned the potential to collaborate with the owner of the business next door to put a mural on the wall to add to the park theme. The recommendation for lighting is to continue with the same fixtures that are going to be used with the downtown streetscape. He also showed a slide with examples of different types of play equipment, lighting, water features, shelters, scriptures, paving, murals, pedestrian crossings, signage and ornamental fencing. The plan as presented is conceptual and at the design stage there will be a lot of flexibility and quite a bit of choice.

The estimated project budget was next reviewed showing the park features broken down by unit costs and quantity for a total project cost of approximately \$230,075. The main point of the estimate is to provide a realistic target for fund raising.

The Town Manager asked Mr. Coffey to clarify the reason why the plan does not include a water feature. He commented that a water feature would need a water line with a turn-off valve. Once it is activated and depending on what type of feature, the Town would may or may not have to maintain the water. If the water is shed and drained, there is cost associated, but there would not be as much maintenance. If the water is re-circulated, the operational costs are contained from the usage standpoint, but someone has to be certified in pool maintenance for the Town to maintain that facility. If it is decided to possibly add a water feature at a future date, you can run the water line during pre-site construction and just cap it off.

Mr. Adams asked if we did a water feature would we need a drain. Mr. Coffey responded that a drain would be needed anyway in the poured in place surfacing. One of the design issues is to figure out how the property will slope and where the drains will go underneath so the water can be channeled appropriately and possibly address some of the current issues at the site.

Mr. Adams next commented that one suggestion from his Lions Club was having a street view of the plan for fundraising purposes. Mr. Coffey said they have the capability of producing a street view, but it would need to be

done through a sub-consultant at a cost of \$2,500.

The Mayor commented that some organizations like a model for fund raising. Mr. Coffey said they have not checked into that, but would be willing to if that is something desired by Council. He then asked if the model would be carried around or would it be showcased in the Municipal Building lobby and individuals brought there to view it. The Mayor commented that they had one of the Veterans Monument that was moved around and it was somewhat difficult to move around. Mr. Coffey said if they were given the dimensions, they would check and get a cost estimate for consideration.

The Town Manager commented that in terms of process it would be good to have two members from each of the Lions Clubs and members of Town staff to form a committee to help with the final design, develop a fundraising program and actually assist in soliciting funds. Mr. Adams asked Mr. Coffey about some ideas he had mentioned for grant opportunities during one of the planning meetings. Mr. Coffey responded that he did a lot of research on foundations in the Roanoke area and the Town Manager has all of that research information. He suggested that the model used for the Veterans Monument be used again because it was so successful. Also, the private sector can be a valuable resource for this project as well.

Ms. Weeks commented that this looks like a huge project, but something that would be a big asset to the Town. She remembered from one of the meetings that this could be done in stages. Mr. Coffey commented that was correct. For example, the shelter could be put up first and the playground could be done as the next step. Securing the perimeter is probably one of the first steps to the project, but it can be phased however is the most prudent.

Vice Mayor Hare commented about using Town funds to get the site ready and the fact that this is a gray area for flooding. He then asked if the park will really cost \$230,000 or will it be \$500,000 by the time we do everything that has to be done to the site and putting in the safe crosswalks. The Town Manager responded that the stormwater is an important question. Mr. Hare then commented that we really need to know how much it is going to cost to prep the site before we can begin to consider any fundraising initiatives.

The Town Manager next commented that we have some stormwater studies that were done in the past that can give us some perspective. Anita McMillan indicated that Mattern & Craig did two studies in the early 1990s of the stormwater in the upper end and what serves the downtown area. The cost to fix the whole downtown area ranged from \$600,000 to \$1.2 million. There were additional comments by Gary

Woodson and the Town Manager concerning some improvements that have been made by Public Works in the area. The Town Manager closed by indicating that staff will take a look at the stormwater issue and make a report back to Council.

The next item under the work session was an update on renovations to the Vinton Fire House. The Town Manager began by commenting that staff had advised Council several months ago that the renovations to the Fire House to accommodate the 24-hour fire services with career staff were not going to be completed by August or September. A 24-hour staff is in place at Mount Pleasant to cover the East Roanoke County area to the greatest extent possible during the interim.

The Fire House has been almost untouched in 35 years except for a new roof and a chiller and the concept of the renovations is to take us at least through another decade. The scope of work has been revised several times, but we finally have a consensus for five fundamental areas and then interior painting. The scope includes a second floor bunk room, renovations of second floor toilets and the kitchen and dayroom. The Volunteer apartment space will be renovated along with the first floor locker/toilet/shower room. The HVAC in the bunk room, dayroom, kitchen and the locker room downstairs will be supplemented with units that will provide heat and air conditioning. Also, the interior painting of the Fire House that was delayed due to the renovations will be completed.

The total cost of \$283,060 breaks down into construction costs of \$196,662, soft costs of \$60,666 and a 10% contingency. We have spent around \$15,000 for the architect for our feasibility study and scope work. Roanoke County has agreed to share the cost 50/50, so basically we will get a substantial renovation to the Fire House at a total cost of around \$300,000 with only one-half being paid by the Town. The tentative schedule allowing for the final construction and bid documents, the bidding process and then construction is approximately 31 weeks for an estimated completion of early Spring of 2015.

At this time we need a consensus from Council to proceed with the bid process. We will have to bring a budget amendment back to Council for consideration at a future meeting. After additional comments by Council, Mr. Adams said he would encourage the volunteers to see how they might help with supplies or other elements of the project. Council gave a consensus to proceed.

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 Nance, Council Member Weeks,

Roll call

Vice Mayor Hare and Mayor Grose present. After a Moment of Silence, Mr. Adams led the Pledge of Allegiance to the U.S. Flag.

Under upcoming community events/announcements, Ms. Weeks announced that due to rain on August 9th, the next Mingle at the Market will be on Friday, August 29th, and the last one will be September 13th. The Chamber annual golf tournament is scheduled for September 18th. Also, she commented on the Lions Club Draw Down and also expressed thanks to Debbie Adams for the recent article in The Messenger on Dr. Jessup.

Mr. Nance 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 5-0; Yeas (5) – Adams, Nance, Weeks, Hare, Grose; Nays (0).

The Town Manager introduced Donna Collins our new Human Resources Specialist.

Under citizens' comments and petitions, Mike Stovall, the Vinton District School Board representative, commented that the School Board is beginning the process to hire a new Superintendent. There is a survey on the Roanoke County School website for the public to participate in and provide comments. Mr. Stovall also indicated that anyone can email him personally or participate in several public meetings and they are interested in as much community involvement as possible. The Town Manager commented that we can put the link to the survey on our website

The next item for consideration was a Resolution appropriating funds in the amount of \$47,293.82 from the Police Department ATF Forfeiture Account for the purchase of new in-car recording systems. Chief Cook reviewed the reason for the purchase for Vice Mayor Hare who was not present at the last meeting. Mr. Nance commented that these ATF funds cannot be used for supplementing income, but have to be used for law enforcement equipment. Chief Cook indicated that was correct and further commented that the funds are geared toward serving the law enforcement mission for equipment or training. Mr. Nance then asked who will have access to the server being purchased. Chief Cook responded each officer will have view rights to their particular vehicle and three individuals will have full access to the server and the capability of downloading files to a CD or flash drive to take to Court. Mr. Nance asked if this same vendor sells body cameras and Chief Cook responded yes. The Mayor commented that we are eligible for these ATF funds because we have an officer on the Task Force and Chief Cook responded that is correct. Mr. Adams made a motion to adopt the Resolution as presented; the motion

Approved minutes for the regular Council meetings of July 1, 2014 and July 15, 2014

Adopted Resolution No. 2073 appropriating funds in the amount of \$47,293.82 from the Police Department ATF

was seconded by Mr. Nance and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Nance, Weeks, Hare, Grose; Nays (0).

Forfeiture Account for the purchase of new in-car recording systems

The next item on the agenda was to consider adoption of a Resolution appropriating funds in the amount of \$1,204.20 for the receipt of a check received for scrap metal property. Gary Woodson commented that throughout the year the Public Works Department obtains scrap metal from meters and old pipes and stores it in rollback. Once the rollback is full, D. H. Griffin Wrecking Company hauls the scrap metal, salvages it and reimburses the Town. This is done twice a year and is usually under \$2,000. We ask to have those funds re-appropriated back into our maintenance and repairs building account to make repairs to our facility. Some of the office spaces, container work, windows and refurbishing of the bathrooms have been done with these funds.

Mr. Nance asked about the security of the scrap metal and Mr. Woodson responded they have had no problem and the rollback is on the far side of a gated area. Vice Mayor Hare commented that this is a good use of the funds. Mr. Nance made a motion to adopt the Resolution as presented; the motion was seconded by Vice Mayor Hare and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Nance, Weeks, Hare, Grose; Nays (0).

Adopted Resolution No. 2074 appropriating funds in the amount of \$1,204.20 for the receipt of a check received for scrap metal property

The next item on the agenda was to consider adoption of a Fair Housing Certification Resolution required by the Downtown and Economic Revitalization Grant from the Community Development Block Grant Program. The Town Manager commented that this is a requirement by the Department of Housing and Community Development to continue to get our funding through the CDBG Program. We currently participate in the Roanoke Regional Housing Network which is a part of the Council of Community Services. After discussion, the suggestion was made to add the language “by the town” after the word “selected” in the last sentence of the third paragraph. Vice Mayor Hare made a motion to adopt the Resolution as revised; the motion was seconded by Mr. Nance and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Nance, Weeks, Hare, Grose; Nays (0).

Adopted Resolution No. 2075, Fair Housing Certification required by the Downtown and Economic Revitalization Grant from the Community Development Block Grant Program

The next item was an update on the Tourism and Marketing Services Agreement with the Vinton Area Chamber of Commerce. The Town Manager commented that during the budget process the Chamber requested more funding to help reinforce their marketing efforts to being more businesses and participants to special events and attract new businesses to Town. In the budget, Council approved earmarking \$5,000 for additional funding with the expectation of their being some expectations and some

performance criteria. A draft agreement was provided with the agenda which has been reviewed by the Chamber and our Town Attorney.

This agreement provides a formal contract which gives a stronger legal relationship between the Town and the Chamber. Two primary items targeted in the agreement are marketing of the Town as a good place to live but also a good place to do business. A portion of the funds would be used by the Chamber to enhance and increase their marketing focus on the Town. The second piece would be tangible marketing products such as banners and other items to promote the "In Vinton" brand and third would be administrative expenses for this expanded effort.

Also, in the agreement is the idea of formalizing an Economic Development Committee made up of six members—a Council member, Chamber Board member, Town staff member, Chamber Executive Director, an at-large business representative and the Assistant Town Manager. This Committee's responsibility will be to help guide recruitment and marketing efforts and will be on an annual basis and based on annual funding from Council.

Ms. Lively with the Chamber commented that the Board met last week and are excited about the opportunity to work with a more structured and strategic plan with the Town. This will allow the Chamber to elevate the new "In Vinton" platform 20-30% over the next year and perhaps in the future.

The Town Manager next commented that the Town Attorney has reviewed the agreement and has some suggested changes. Attorney Bruce Mayer has reviewed the agreement from the Chamber's perspective and made a couple of suggestions as well. The Town Attorney will formalize the agreement and we will bring it back at a future Council meeting for formal action.

Ms. Weeks asked if we need to have some language in the Agreement that the Town will have input in regard to any marketing materials before they are finalized. The Town Manager indicated there was not specific language in the draft, but it is understood that even though the Chamber may create the materials, they must properly represent the Town. Perhaps the Economic Development Committee could be tasked with handling the review of these materials.

Mr. Nance commented that the Chamber is the best ambassador for the Town and really an economic development branch. He is supportive of this and any way that the Town and the Chamber can partner even further.

Vice Mayor Hare asked about the 20% for administration and how was it derived. The Town Manager responded that 20% or approximately \$1,000 was figured to cover expenses such as copies and postage. The agreement does not specify that the 20% cannot be used for hourly rates, but we can clarify what is covered in administration. This should be directed toward any new activities and not taken away from the Chamber's current budget. Mr. Hare further commented that perhaps it not be called administration to make it clear. The Town Manager further commented that if the Chamber is already doing a certain marketing campaign, this is not to subsidize that. Any of these funds have to be for new additional advertising efforts.

The Mayor commented that he would like to see some deliverables as a part of this process. We receive a report from the Regional Partnership every year and one of the items most impressive in that report are how many contacts they have made. That is more tangible than just saying we are doing some marketing. He does fully support the agreement, but would feel more comfortable if a report was given at least on a quarterly basis. Mr. Nance commented that since a Council member will be on the Committee, could that member report back to Council monthly similar to the report by the Finance Committee. A semi-annual report could then be given by the Chamber. Ms. Weeks commented that the Chamber needs to be made aware early on that Council would like a detailed report. The Town Manager commented that they can begin with quarterly reports.

Vice Mayor Hare asked if we do not give a 60-day notice, does the agreement expire and the Town Manager responded yes. The idea is to approve the budget and execute a new agreement each year for whatever amount is designated. Mr. Hare next commented that with a June 30th expiration we will have to notify the Chamber before we have finalized the budget. The Town Manager stated that we can adjust the term. He will bring it back to Council for formal action.

The next item was a briefing on Virginia Department of Transportation (VDOT) Revenue Sharing Grant Application for Glade/Tinker Creek Greenway Extension. Anita McMillan began by commenting that in 2012 the Town received a donation from Novozymes in the amount of \$50,000 to be used for Greenway development. Those funds were approved to be used as matching funds to apply for VDOT Revenue Sharing funds for the Glade Creek Greenway. The total project was \$162,000. A community meeting was held on January of this year and a drawing was submitted to VDOT for their review. The first phase of this Greenway is from Walnut to Virginia Avenue. Several citizens at the community meeting said it needed to be extended to go under the Dale Avenue bridge to PFG to

connect to the Tinker Creek Greenway because the north side of the bridge does not have a sidewalk. Instead of using the sidewalk on Virginia Avenue, VDOT would require a crosswalk in the Town which would add to the cost.

The engineer did a revised scope for the project to extend the proposed Greenway to go under the bridge. We met with City of Roanoke staff and they were in agreement. We have also met with Mr. Maust, the PFG Plant Manager regarding our proposal which will need to go on their property and he indicated he will discuss the proposal with the corporate office. The Town Manager commented that PFG is very supportive of the project, but they have questions on how to handle the transaction as far as any transfer of property is concerned.

Ms. McMillan further commented that the additional cost for the extension is \$94,500. Staff has contacted VDOT and they have suggested that we apply for additional revenue sharing funds. However, these funds require 50% matching from the Town. We would like direction from Council as to whether we should complete the original project or apply for the additional funds to extend the Greenway. The Town Manager stated that if we do not do the extension, everyone will have to go all the way to the light at PFG and cross Virginia Avenue to get to the other side. However, we know that most people will not do this and will attempt to cross where it is not safe.

Ms. McMillan indicated that the additional cost is for a retaining wall and additional stormwater improvements to address the runoff from Virginia Avenue. Also, the City recommended a concrete barrier beside the bridge instead of asphalt pavement. If we do apply for the funds, the Town's share would be around \$47,500. Staff can approach the Greenway Commission or Pathfinders to see if they can help with the 50% matching.

Mr. Nance asked if three Council members agree, we are not obligating ourselves to the full cost if the grant does not come through. Ms. McMillan responded that is correct. This is merely approval to apply for the grant and if it is awarded, we are committing ourselves to the 50% match. We have to apply by November 1st, but VDOT would like to know by mid-October if we will be applying or not. Normally we will know by January if we receive the funds and we must start using the funds by July.

Vice Mayor Hare asked if we decide not to do this, does it change the potential for a pedestrian bridge. Ms. McMillan said it would not because the pedestrian bridge is on the Walnut side. This is the connection on the south side on Virginia Avenue. Our engineer did show a potential bridge on the south side of Virginia Avenue, but PFG owns that

property. The reason we have opted to go on the Walnut side is because the Town owns that five-acre vacant parcel and there is no right-of-way acquisition required. When we talked about the pedestrian bridge over Tinker Creek, we thought we should use the property that we already own.

The next item was a briefing on a proposed joint application of the Town of Vinton and City of Roanoke for Regional Surface Transportation Program (RSTP) grant funds for a Tinker Creek Pedestrian Bridge. Anita McMillan commented on the aerial map showing the vacant parcel and the low water bridge on Walnut Avenue. Two years ago we applied for RSTP funds to put the pedestrian bridge at another location, but the engineer said we do not have space to put the landing for the bridge. Since we own this vacant lot, the City of Roanoke has more space to put the bridge here.

When we applied for RSTP funds two years ago for the Tinker Creek Pedestrian Bridge, the cost was \$1.8 million. The funding was approved, but not until FY2016 and we are to apply again. Even though we were approved, it does not mean the money is there. That is why the City of Roanoke approached us to do a joint application. The City did submit for RSTP funds to replace the Dale Avenue bridge to have sidewalks on both sides, but it is way low on the list of approved projects. This pedestrian bridge is a priority for the City to have over Tinker Creek for the connection to the Town and to the Tinker Creek Greenway. The Town Manager said the score is better for multi-jurisdictional, multimodal types of projects and the Vinton section of East Roanoke County is disconnected from miles of the Roanoke Greenway system currently.

Vice Mayor Hare asked about cantilevering on the existing Dale Avenue bridge. The Town Manager stated that staff met with the City and asked and the response was that the bridge is too old and they would not support or recommend cantilevering off the current bridge. Mr. Hare further commented that if this connection is made that the Town can then become a part of the race and bike trail which brings a lot of exposure to Vinton. He suggested that the Greenway Commission be approached to see if they can help with funding.

Ms. McMillan further commented that the City has agreed to provide assistance as far as engineering cost estimates and the administration of the RSTP funds if we do receive that funding. We need to know if Council would like for staff to pursue this joint application with the City of Roanoke. The City will make their presentation to City Council at their second meeting in September and the application is due September 26th.

Vice Mayor Hare asked what we would envision would happen to the parcel that the Town owns if we are successful in getting the funding for the bridge. Ms. McMillan commented that we want to have a Greenway from the low water bridge to the pedestrian bridge and hopefully a loop trail or a trail head which we can apply for DCR funds. We can make improvements each time there is funding available and we are restricted to recreational use because the parcel was purchased with flood mitigation funds. Eventually we could also consider adding a canoe ramp at this location into Tinker Creek.

The next item was a briefing on a proposed grant application for Department of Game & Inland Fisheries (DGIF) Fiscal Year 2015 for 3rd Street Tinker Creek Canoe Public Boating Access Facilities Site Improvement Project. Ms. McMillan commented that although Jack Cranwell is doing to be going the site improvements for his Eagle Scout project, he is hoping we can help with some of the costs as far as the sign materials and other items. If Council so desires, staff would like to submit a grant application to the DGIF. The 25% match requirement can be met by the real estate property value, the administration of the grant and the Eagle Scout improvements. This grant is due October 1st and we hope to have a good estimate of the costs by September to fix the stream bank which is part of the improvements that we would like to do. It will keep eroding if we do not do something on both sides of the existing ramp. We are proposing to apply for approximately \$6,000.

Mr. Nance said that all three of these requests are reasonable and are worthwhile projects and ones that he thinks will raise the entire values of our eco-tourism profile. He would hope that Ms. McMillan would not bring them to Council if they were going to end up being too burdensome for staff. Ms. McMillan stated that she does enjoy doing special projects and she does have a lot of help from Public Works. She feels that these are manageable along with the City assisting with the RSTP joint application. If we are successful with the RSTP funds, construction will not start until FY2016. The existing revenue sharing grant can be delayed due to this proposed extension. We did already request for a reimbursement, so they cannot take that money from us.

The Town Manager commented that from a workload standpoint and regarding conversations about review of our zoning ordinance, the sign ordinance and our comprehensive plan, when we add those projects, there is going to have to be a solid plan for resources. This is something that we need to consider as part of our strategic planning session.

Ms. McMillan further commented that she will know next week what has been approved for Jack Cranwell to do at the site for his Eagle Scout project which will help with the application submittal to DGIF. The Town Manager commented that we have another Eagle Scout who is interested in doing a project in Town if Council has a service project to suggest and he will also check with staff.

Council gave their consent to proceed with all three grant applications as presented by staff.

The Town Manager commented that we will cancel the first regular Council meeting in October so that Council and some members of staff can attend the VML Annual Conference in Roanoke.

Vice Mayor Hare made comments concerning the Financial Report for June. The Finance Committee met yesterday and discussed updating our fund balance policy. We are also working on the idea of setting aside CIP reserves as well as some operating funds for the Finance Director to use when he needs to move funds around to meet obligations. We plan to have a recommendation for Council to review during their strategic planning session.

A revised Financial Report Summary was provided to Council for June 2014. Mr. Hare next commented that the General Fund was underspent by approximately \$350,000 or 89%. The revenues came in approximately 70% lower than the original targets. The cigarette taxes came in almost \$200,000 under budget and the Finance Committee feels that this might be a permanent reduction. Other big items were the CDBG grant funds of \$218,000 that we did not spend. We are also going to re-appropriate about \$100,000 of funding that we did not spend and gain sharing was down. The CIP items were cut back and we did not execute on the Greenway in the amount of \$160,000. Other items were that we did not have to use our contingency reserve of \$33,000 and the timing of milling and paving.

In the Utility Fund we were overspent by \$5,102. The rate increase is as part of this fund now which was to help us build up our reserve funds, but this is the second year that we did not get where we need to be to build up such reserve. The rate increases are already in place for the next two fiscal years, but it will have to be re-evaluated again in the future. Mr. Hare mentioned again about the retroactive price increase from the Western Virginia Water Authority that will be a \$55,000 hit to the FY2015 budget.

Mr. Hare further commented that we have to decide what we want to do with the surplus in the General Fund. Further delay of the CIP projects are not good because the list just keeps growing and becomes more and more expensive. He is optimistic that the policy to be presented during the

strategic planning will give some guidance and some freedom in our spending.

Mr. Nance commented that we know the gain sharing did not hit its target this year based on some expenditures on the Roanoke County side that changed the equation. This should be more of a one-time expense and hopefully it will be back to normal next year.

Vice Mayor Hare, made a motion to adopt the Financial Report for June 2014 as presented; the motion was seconded by Mr. Nance and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Nance, Weeks, Hare, Grose; Nays (0).

Approved the Financial Report for June 2014

The Mayor congratulated and thanked the Police Department for a great National Night Out event. Also, there have been two ribbon cutting events in Town recently, Becky Alterations and Support System Solutions.

Comments from Council: Mr. Nance gave a brief update on the August 7th meeting of the Western Virginia Regional Industrial Facility Authority. The Timmons Group has been selected to begin the site selection process. Basically they are beginning with the first set of filters that will be used to select 100 acre sites for potential development. Once that initial GIS and quick ground survey filter is completed, there will be numerous other items to take into consideration.

Mr. Adams commented that the Farmers' Market was full on Saturday. The vendors were appreciative of the venue and the extended hours at the Market.

The Town Manager announced two new businesses coming to Town. One is D. H. Griffin relocating to 3rd Street in the Parts Unlimited building. They are phasing out the auto parts and he is phasing in the metal/scrap business. Another business, Magnets USA, has the Grumman building on 3rd Street. They employ around 60 people and are looking at a business opening in September.

Mr. Nance, made a motion to adjourn the meeting; the motion was seconded by Vice Mayor Hare and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Nance, Weeks, Hare, Grose; Nays (0) – None. The meeting was adjourned at 9:14 p.m.

Meeting adjourned

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

September 2, 2014

Department

Administration

Issue

National Preparedness Month Awareness

Summary

The month of September each year is set aside as National Preparedness Month. The theme this year is “Be Disaster Aware, Take Action To Prepare”.

Individuals can make a difference in their own community but not everyone has bought into preparedness. Research on personal preparedness indicates that individuals who believe they are prepared for disasters often are not as prepared as they think. In addition, some admit they do not plan to prepare at all.

The challenge: Maximizing awareness and encouraging participation in disaster preparedness activities to affect change at the community level.

Our nation’s emergency managers, firefighters, law enforcement officers, EMT/paramedics, and other emergency responders do an incredible job of keeping us safe, but they cannot do it alone. We must all embrace our personal responsibility to be prepared – in doing so; we contribute to the safety and security of our communities as well.

We will promote this awareness throughout the month on our website as well as through our other forms of social media.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

September 2, 2014

Department

Administration

Issues

Consider adoption of a Resolution authorizing the Town Manager to execute a Lease of Real Property with Alexander Films, LLC for space in the Health Department Building located at 227 South Pollard Street, Vinton, Virginia.

Summary

Alexander Films is planning to do filming in the local area to produce a family focused movie. The company is a local firm based in Botetourt County. They have requested space for their production office. The time frame is approximately 3-months beginning in September 2014 through November. They are requesting to use approximately ½ of the 3,300 sq. ft. space on the first floor of the Health Department Building. The space is currently vacant. The previous tenant was Advancement Foundation which provided work force development skills related to industrial sewing machines.

The lease sets forth the legal protections for the town including insurance, damage, and responsibilities. As proposed, the lease amount would be \$200 per month which is intended to cover all utility expenses. Telecommunication expenses will also be covered by the tenant. Staff is working with Alexander Films to determine how best to get internet service in the building.

Attachments

Draft lease
Resolution

Recommendations

Motion to adopt Resolution

LEASE OF REAL PROPERTY

This Lease of Real Property (“Lease”) is entered into this ____ day of _____, 2014, by and between the Town of Vinton, (“Town”), a political subdivision of the Commonwealth of Virginia, and Alexander Films, LLC (“Tenant”), a Virginia limited liability company.

1. RECITALS

WHEREAS, Tenant desires to lease a portion of Town property for office space located at 227 South Pollard Street, Vinton, VA 24179; and

WHEREAS, the Town and Tenant desire to enter into this Lease for said property on mutually agreeable terms on a short-term basis;

NOW THEREFORE, the Town and Tenant agree to the following:

2. USE OF TOWN PROPERTY

- A. The Town agrees to lease to Tenant a portion of the property located at 227 South Pollard Street, specifically including the entire second floor of the Vinton Health Department Building consisting of approximately 3382 square feet (“Premises”). In addition, Tenant will have access to, and non-exclusive use of, the common areas such as walkways, lunchrooms, and lobby. Town will deliver possession of the Premises to Tenant on the Commencement Date in its current “as is” condition.
- B. Tenant’s use of the Premises shall be limited to office space. Tenant agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises.
- C. Tenant recognizes that the Premises should remain as secure as possible during and after operating hours. Town will issue to Tenant one key necessary to open and close the Premises and the Town retains the right to limit any reproduction of that key and to approve/disapprove of the issuance of keys to individuals.
- D. Tenant acknowledges that its use of the Premises is limited to the use set forth in 2B above. Tenant shall not sublease the Premises and the Premises shall not be used for any purpose not described herein.
- E. Tenant acknowledges that the parking spaces adjacent to the back of the building are reserved for the staff and customers of the Health Department and that it will take steps to ensure that its staff and invitees refrain from using this parking area. Town shall provide parking to Tenant at the Town Hall parking lot located at 311 South Pollard Street, Vinton, VA 24179.

3. RENT

Tenant hereby agrees to pay rent monthly in the amount of \$200.00 (“Rent”). Said Rent shall be paid on or before 1st of the month during the term period and any extension thereof without prior notice or demand therefore, and without any deductions, set offs, or

counterclaims whatsoever, at the place to which notices are to be sent to Town. If payment of Rent or other charges due hereunder is not received by Town in good funds within 5 days of due date, Tenant will pay Town a late charge of five percent (5%) of the amount due.

If Tenant remains in possession of the Premises, or any part thereof, after any termination or expiration of this Lease, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal. In addition, Tenant shall be liable to Town for an amount equal to two times the Rent for each month or portion thereof Tenant remains in possession.

4. TAXES AND ASSESSMENTS

Tenant shall be liable for, and shall pay before delinquency, all taxes and assessments (real and personal) levied against (a) any personal property or trade fixtures placed by Tenant in or about the Premises (including any increased value of the Premises based upon the value of such personal property or trade fixtures), and (b) any Tenant improvements or alteration in the Premises (whether installed and/or paid for by Town or Tenant). If any such taxes and assessments are levied against Town or Town's property for property occupied/used by Tenant, Town may, after written notice to Tenant (and under proper protest if requested by Tenant), pay such taxes and assessments, and Tenant shall reimburse Town therefor within ten (10) days after demand by Town; provided, however, Tenant, at its sole cost and expense shall have the right, to bring suit in any court of competent jurisdiction to recover the amount of such taxes and assessments so paid under protest.

5. TERM

The term of this Lease is for three (3) months, commencing on the 3rd day of September, 2014 ("Commencement Date").

6. OPTION TO EXTEND TERM

Tenant and Town may mutually agree in writing to extend the term of this Lease for additional one (1) month periods, on the same terms and conditions as set forth herein. A request by Tenant to extend the terms of the Lease shall be made in writing and submitted to the Town Manager prior to the Lease termination date.

7. TERMINATION OF LEASE

Tenant and Town shall have the option to terminate this Lease at any time during the Term by giving the other at least fifteen (15) days prior written notice.

Should Town incur additional costs for improvements, upgrades, modifications, and other items as requested or required by Tenant after the initial occupancy, Tenant shall reimburse Town for those costs.

Tenant agrees that at termination of the Lease, Tenant will remove all of Tenant's equipment, furniture, and all other items of personal property and the Premises shall be left in as good condition as when first occupied, reasonable wear and tear excepted.

Notwithstanding the foregoing, should Tenant breach the terms of this Lease, Town shall notify Tenant in writing of the breach and Tenant shall have five (5) business days to cure the breach unless the Town agrees in writing to provide additional time for cure. In the event the breach is not cured within the prescribed time period, Tenant shall immediately remove its equipment, furniture, and other items of personal property and vacate the Premises.

8. UTILITIES

Town acknowledges that it will pay for all costs for power and water associated with Tenant's use of the Premises, such costs being included in the Rent. Cost of telecommunication services shall be the responsibility of the Tenant.

9. NOTICES

All written notices pursuant to this Lease shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile or seventy-two (72) hours after deposit in the United States Mail.

TO: Town

Town Manager
Town of Vinton
311 South Pollard Street
Vinton, VA 24179

TO: Tenant

Marc A. Hutchins
Member/Manager
777 Mountain Pass Road
Blue Ridge, VA 24064

10. MAINTENANCE AND INSPECTION

Town will provide the same level of maintenance for the Premises as it provides for the rest of the building in which the Premises are located. Town reserves the right during the Term and any extension thereof, for itself or its duly authorized agents or representatives, to enter upon the Premises for the purpose of inspecting same or for any purpose whatsoever.

11. DAMAGE TO OR DESTRUCTION TO PROPERTY OR IMPROVEMENTS

In the event of damage to or destruction of Town property or Town installed improvements, equipment, or fixtures located within the Premises or in the event Tenant installed improvements, equipment or fixtures that are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, Tenant shall, within thirty (30) days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements to the same side and floor areas that existed immediately prior to the event causing the damage or destruction as necessary to permit full use and occupancy of the Premises for the purposes required by the Lease. Repair, replacement, or reconstruction of the Premises shall be accomplished

in a manner and according to plans approved by the Town Manager and in accordance with any laws or regulations set forth by the Town or Roanoke County.

12. HAZARDOUS SUBSTANCES

Tenant shall not use or permit the use of the Premises for the generation, storage, treatment, use, transportation, handling, or disposing of any chemical, material, or substance, which is regulated as toxic or hazardous or exposure to which is prohibited, limited, or regulated by any governmental authority, or which, even if not so regulated, may or could pose a hazard to the health or safety of persons on the Premises or other tenants or occupants of the building in which the Premises is located, and no such chemical, material, or substance shall be brought onto the Premises without the Town's express written consent. Tenant agrees that it will at all times observe and abide by all laws and regulations relating to the handling of such materials and will promptly notify town of (a) the receipt of any warning notice, notice of violation, or complaint received from any governmental agency or third party relating to environmental compliance and (b) any release of hazardous materials in or on the Premises and/or building. Tenant shall in accordance with all applicable laws, carry out, at its sole cost and expense, any remediation required as a result of the release of any hazardous substance by Tenant or by Tenant's agents, employees, contractors, or invitees, from the Premises and or building. Notwithstanding the foregoing, Tenant shall have the right to bring on the Premises reasonable amounts of cleaning materials and the like necessary for the operation of Tenant's business, but Tenants liability with respect to such materials shall be as set forth in this Article.

13. TOWN LIABILITY/INDEMNIFICATION

- A. Town shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease and is attributable to Town's gross negligence or willful misconduct. All property, equipment, and materials, etc., belonging to Tenant, its employees, agents, or invitees, or any occupant of the Premises shall be at the risk of Tenant or other person only, and Town shall not be liable for damage thereto or misappropriation thereof.
- B. Tenant agrees to indemnify, hold harmless, and defend Town from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorneys' fees and witness costs, which Town may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with Tenant's exercise of the rights herein granted, or which Town may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, due in whole or in part to any act, omission, or negligence of Tenant or any of its representatives or employees. In the event the injuries, including death, or damages are due to the sole negligence of Town or its representatives or employees, then and only then Tenant shall not be liable under the provisions of this paragraph.

14. INSURANCE

Tenant shall, at all times during the term of this Lease, maintain adequate liability insurance, reserves, and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the above indemnity provisions. At minimum, Tenant will carry at its sole cost and expense the following types of insurance:

- A. Commercial General Liability Insurance. Licensee shall maintain Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident/occurrence, \$2,000,000 annual aggregate. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent users, products-completed operations, explosion/collapse, personal injury and liability assumed under insured contract.
- B. Worker's Compensation Insurance and Employer's Liability Insurance. Licensee shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/injury.

All policies of insurance shall be issued in a form acceptable to Town by insurance companies licensed to conduct business in the Commonwealth of Virginia. Each policy shall be issued in the name of Tenant with Town listed as an additional insured. All policies shall contain a provision that company writing the policy shall give Town at least thirty (30) days' notice in writing in advance of any cancellation, or lapse, or the effective date of any reduction in the amounts of insurance. Failure to comply with this clause shall constitute a material breach of this Lease and result termination of Tenant's right to use the Premises as set forth in section 7 herein.

15. LIENS

Town Property, including, but not limited to, the Premises shall not be subject to liens for work done or materials used on the Premises made at the request of, or on the order of, or to discharge an obligation of, Tenant. This paragraph shall be construed so as to prohibit in accordance with applicable Virginia law, the interest of the Town in the Premises or any part thereof from being subject to any lien for any improvements made by Tenant or any third-party on Tenant's behalf (except Town) to the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of lien by a party engaged by Tenant or Tenant's contractor or material men for work done to the Premises is filed, Tenant shall, within ten (10) days after the notice of filing, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Should Tenant fail to do so, Town may discharge same and any amount paid by town and all costs and expenses, including attorneys' fees and court costs, incurred by Town in connection therewith, including interest at the statutory rate, shall constitute additional Rent and shall be paid by Tenant to Town on demand.

16. ATTORNEYS' FEES AND COSTS

In the event of any action, suit, or other proceeding concerning or arising out of this Lease, the prevailing party shall recover all of its costs and attorneys' fees incurred in enforcing the terms set forth herein.

17. APPLICABLE LAW

The laws of the Commonwealth of Virginia shall govern the interpretation, validity, performance and enforcement of this Lease.

18. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties with respect to the subject matter thereof. No alteration, amendment, change, or addition to this Lease shall be binding upon the Town or Tenant unless reduced in writing, signed, and mutually delivered between them.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first written above.

Town of Vinton, a political subdivision
of the Commonwealth of Virginia

Alexander Films, LLC,
a Virginia limited liability company

By _____
Christopher S. Lawrence, Town Manager

By _____
Marc A. Hutchins, Member/Manager

APPROVED AS TO FORM

By _____
Elizabeth K. Dillon, Town Attorney

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, SEPTEMBER 2, 2014, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, LOCATED AT 311 S. POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, Alexander Films, LLC has requested space for a production office for approximately three months beginning in September, 2014 for the purpose of filming in the local area to produce a family focused movie; and

WHEREAS, during the negotiations and discussions between the Town staff, representatives of Alexander Films, and the Town Attorney, a proposal was negotiated to lease space in the Health Department Building located at 227 South Pollard Street, Vinton, Virginia, for the terms and conditions set forth in a Lease of Real Property; and

WHEREAS, Town staff recommends that said Lease of Real Property between the Town and Alexander Films, LLC be executed to formalize said agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE TOWN OF VINTON, VIRGINIA, as follows:

1. The Lease of Real Property is hereby approved in a form substantially similar to the one presented to Council and approved by the Town Attorney; and
2. The Town Manager is hereby authorized, for and on behalf of the Town, to execute and then to deliver the Lease of Real Property and any other necessary documents in furtherance of the same; and

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