

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 Council Meeting
Council Chambers
311 South Pollard Street
Tuesday, April 7, 2015**

AGENDA

Consideration of:

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

1. Annual update by Beth Doughty, Executive Director for the Roanoke Regional Partnership
2. Annual update by Liz Belcher, Greenway Coordinator for the Roanoke Valley Greenway Commission
3. Update by Carl Palmer, General Manager for the Greater Roanoke Transit Company d/b/a Valley Metro

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

G. AWARDS, RECOGNITIONS, PRESENTATIONS

1. Proclamation – Child Abuse Prevention Month
2. Proclamation – National Public Safety Telecommunicators Week
3. Proclamation – Mayor’s Day of Recognition for National Service

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 The Advancement Foundation for the upper level of the Health Department Building located at 227 South Pollard Street, Vinton, Virginia, for a business incubator.
2. Consider adoption of a Resolution authorizing the renewal of the Town of Vinton Employees' group health insurance coverage with The Local Choice Program for the contract year July 1, 2015 through June 30, 2016.

BRIEFING

1. Overview of Town Manager's Recommended Budget

K. MAYOR

1. Consider nominations for the 2015 VML Policy Committees

L. COUNCIL

M. 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:

April 13, 2015 – 5:30 p.m. – Finance Committee Meeting – Finance Conference Room

April 16, 2015 – 8:00 a.m. to 5:00 p.m. – Budget Work Session – Vinton War Memorial

April 21, 2015 – 6:00 p.m. Work Session followed by regular Council meeting at 7:00 p.m. – Council Chambers



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Administration

Issue

Annual update by Beth Doughty, Executive Director for the Roanoke Regional Partnership

Summary

Beth Doughty, Executive Director, will be at the meeting to give the annual update on behalf of the Roanoke Regional Partnership.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Administration

Issue

Annual update by Liz Belcher, Greenway Coordinator for the Roanoke Valley Greenway Commission

Summary

Liz Belcher, Greenway Coordinator, will be at the meeting to give the annual update on behalf of the Roanoke Valley Greenway Commission.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Administration

Issue

Update by Carl Palmer, General Manager for the Greater Roanoke Transit Company d/b/a Valley Metro

Summary

Carl Palmer, General Manager, will be at the meeting to give an update on behalf of the Greater Roanoke Transit Company d/b/a Valley Metro.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Administration

Issue

Proclamation - Child Abuse Prevention Month

Summary

The GFWC Woman's Club of Vinton in conjunction with the Police Department will again be planting pinwheels in the flower garden in front of the Municipal Building to promote the month of April as Child Abuse Awareness Prevention Month. This will take place on Tuesday, April 7th, at 5:30 p.m., just prior to the Council Meeting. A member of the Woman's Club will be present at the meeting to make brief comments and receive the Proclamation.

Attachments

Proclamation

Recommendations

Read and present Proclamation



PROCLAMATION

WHEREAS, the health and safety of all citizens is important to the prosperity and well-being of our families and communities; and

WHEREAS, our children are our most valuable resource and will shape the future of the Vinton community; and

WHEREAS, child abuse is considered to be one of our nation's most serious public health problems, and the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and how we can prevent it, because prevention remains the best defense for our children; and

WHEREAS, displaying pinwheels during the month of April will serve as a positive reminder that together we can prevent child abuse and neglect and keep our children safe; and

WHEREAS, the partnership between the General Federation of Women's Clubs – Vinton Women's Club and the Vinton Police Department have worked together to raise awareness and promote the prevention of child abuse in our community.

NOW, THEREFORE, I, Bradley E. Grose, Mayor of the Town of Vinton, and on behalf of Town Council and all our citizens, do hereby recognize the month of April 2015 as "**CHILD ABUSE PREVENTION MONTH**" in the Town of Vinton and call upon all citizens of the Town of Vinton and surrounding areas to work together to prevent child abuse.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 7th day of April, 2015.

Bradley E. Grose, Mayor



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Mayor/Police

Issue

Proclamation for National Public Safety Telecommunicators week

Summary

The week of April 12 through April 18, 2015 has been declared "National Public Safety Telecommunicators Week" by the Senate and House of Representatives of the United States of America. The Town of Vinton would like to recognize the Communications Officers of the Roanoke County Emergency Communications Center, who serve the Town of Vinton and Roanoke County faithfully and professionally with a proclamation for their service.

Attachments

Proclamation

Recommendations

Read and present Proclamation



PROCLAMATION

WHEREAS, the week of April 12 through 18, 2015, has been declared "National Public Safety Telecommunicators Week" by the Senate and House of Representatives of the United States of America; and

WHEREAS, the President of the United States issued a proclamation calling upon the people of the United States to observe that week with appropriate ceremonies and activities; and

WHEREAS, problems of crime, fire and other disasters touch and affect all segments of our society, and if unabated, can undermine and erode both moral and economic strengths of our community; and

WHEREAS, men and women are engaged in the operation of emergency response systems for the Town of Vinton; and

WHEREAS, these professionals are responsible for responding to stressful telephone calls from the general public for police, fire, and emergency medical assistance, and for calmly and professionally dispatching appropriate assistance to help save the lives and property of our citizens; and

WHEREAS, our Communications Officers daily serve the public in countless ways without recognition by the beneficiaries of their services.

NOW, THEREFORE, I, Bradley E. Grose, Mayor of the Town of Vinton, and on behalf of Town Council and all our citizens, do hereby proclaim **April 12-18, 2015** as "**NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**" in the Town of Vinton, and call upon the citizens of the Town of Vinton to observe this week with appropriate ceremonies and activities.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 7th of April, 2015.

Bradley E. Grose, Mayor



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Administration

Issue

Proclamation – Mayor’s Day of Recognition for National Service

Summary

On April 7, 2015, Mayors all over the nation will participate in the second annual Mayors Day of Recognition for National Service. The goals of this day are to highlight the impact of national service and thank individuals serving in AmeriCorps and Senior Corps programs locally and across the country.

In Virginia, approximately 9,300 AmeriCorps and Senior Corps members are in service in their communities. Focusing on education, economic opportunity, disaster readiness, healthy futures, environmental stewardship, and services to vets and military families, these individuals are providing high impact, low cost solutions to compelling community needs.

Samantha Lukasiewicz, AmeriCorps VISTA Leader of our local Advancement Foundation will attend the meeting to accept this Proclamation.

Attachments

Proclamation

Recommendations

Read proclamation and present to representatives at the meeting.



PROCLAMATION

WHEREAS, because service to others is a hallmark of the American character, and central to how we meet our challenges, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet community needs; and

WHEREAS, national service participants address the most pressing challenges facing our communities, from mentoring youth, teaching ESL to immigrant learners, providing financial education to low-income populations, raising funds for economic development projects, and securing volunteers for health and human service nonprofits; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps VISTA and State Members currently serve at 13 nonprofits in the Roanoke Valley that are vital to our economic and social well-being which helps to increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars whose participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 7, 2015.

NOW, THEREFORE, I, Bradley E. Grose, Mayor of the Town of Vinton and on behalf of Town Council and all our citizens do hereby proclaim April 7, 2015, as **NATIONAL SERVICE RECOGNITION DAY**, and encourage residents to recognize the positive impact of national service in our town, to thank those who serve; and to find ways to give back to their communities.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 7th day of April, 2015.

Bradley E. Grose, Mayor



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Administration

Issue

Consider adoption of a Resolution authorizing the Town Manager to execute a Lease Agreement with The Advancement Foundation for the upper level of the Health Department Building located at 227 South Pollard Street, Vinton, Virginia, for a business incubator.

Summary

Annette Patterson gave an update on their proposal to establish a business incubator in the top floor of the Health Department Building located at 227 South Pollard St at the March 3, 2015 Council Meeting. At this meeting she described what her business plan would be for the space, conversations she has had with surrounding property owners about her plan for use of the space, conversations she has had with local and state agencies for support and renovations she wants to do before the business incubator is established.

Town Council had asked for staff to create a Lease for the space between the Town of Vinton and the Advancement Foundation. The proposed Lease mirrors what the Town had with the Advancement Foundation when they were running a training program with ROWE Furniture except for a few modifications:

1. The Advancement Foundation will only be able to use the building for the purposes of running a business incubator.
2. The Town of Vinton will pay for utility, internet and phone costs. The Town is currently working with Roanoke County to see if VoIP can be extended to the building.
3. Section 2, subsection F. states the deliverables the Advancement Foundation has promised from the business incubator.
4. The Town will charge The Advancement Foundation one dollar (\$1) per year for the lease of the space.
5. Users of the Business Incubator will be instructed to use the parking lot located behind the Municipal Building.

The Advancement Foundation is ready to proceed with the business incubator. They have plans, with the help of volunteers, to do some minor repairs and modifications to the top floor to make the space more modern and more conducive to collaboration between various businesses. They also have entrepreneurs interested in the space that have participated in The Gauntlet event as well as ones who The Advancement Foundation has contacted. The Advancement Foundation and the Town are working together to entice entrepreneurs that have an interest in starting a business that was outlined in the service “gap” study for the Town to be a part of the business incubator.

Attachments

Draft Lease Agreement
Resolution

Recommendations

Motion to adopt Resolution

LEASE OF REAL PROPERTY

This Lease of Real Property (“Lease”) is entered into this ____ day of _____, 2015, by and between the Town of Vinton, (“Town”), a political subdivision of the Commonwealth of Virginia, and The Advancement Foundation (“Tenant”), a Virginia non-profit corporation.

1. RECITALS

WHEREAS, the Town and Tenant desire to enter into the Memorandum of Understanding in order to provide business development opportunities in the Town of Vinton; and

WHEREAS, Tenant requests to use Town property located at 227 South Pollard Street, Vinton, VA 24179, in order to provide comprehensive support for entrepreneurs through assistance with business planning, and including but not limited to, budgeting, financial literacy, personal business coaching, marketing strategies, networking, community wide advisers, micro loan funds, affordable space, and leverage of existing community resources.

WHEREAS, the Town finds that this partnership furthers workforce, economic development, and community service goals by facilitating a key element of the Town’s Economic Development Vitality strategy, including, but not limited to, empowering citizens through personal, community, and financial asset development, meeting the needs of local business by increasing downtown visitors, and providing program, events, and services for community organizations and the general public;

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 use for its business incubator. Tenant agrees not to use the Premises for any other purpose other than those uses associated with its business incubator.
- 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 may sublease the Premises to businesses participating in its business incubator program, however, 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 incubator program participants 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.
- F. Tenant's use of the Premises shall be limited to activities related to the Business Enterprise Development Program. Tenant will:
1. Provide five paid positions and recruit a minimum of 30 professional advisers to focus on the development of the Business Development Center.
 2. Expand business program development and management including comprehensive business evaluations, advising and resource identification,
 3. Design an innovative and effective space including development of common areas, computer lab, office furniture, office equipment and supplies.
 4. Support, expand and launch a minimum of 5 new businesses in 2015
 5. Provide personalized training, mentorships and advising that results in a 60% success rate of entrepreneurs in their first year.
 6. Establish a network of community businesses, civic organizations and leaders who are willing to share their knowledge and resources in order to increase skills of aspiring business owners.
 7. Develop a Skills-based Volunteer Bank (SBVB) that maps community volunteers who are willing to provide knowledge and professional skills to involved entrepreneurs.
 8. Market the use of local businesses such as restaurants, shopping, the Vinton Chamber of Commerce, etc. as part of our orientation program.
 9. Actively engage entrepreneurs that provide desired/needed products and services for the Town of Vinton in order to draw customers to our Business Center and that will increase pedestrian traffic.
 10. Host a minimum of 15 training sessions and meetings related to business development.
 11. Tenant will leverage its nonprofit status to expand sponsorships, donations, grants, and volunteers throughout the program development.

3. RENT

Tenant hereby agrees to pay rent annually in the amount of \$1.00 ("Rent"). Said Rent shall be paid upon commencement of the lease term period and annually thereafter on or before the anniversary of the lease term.

4. TAXES AND ASSESSMENTS

Tenant and/or its subtenants shall be liable for, and shall pay before delinquency, any and 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 therefore 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 one (1) year, commencing on the ____ day of _____, 2015 ("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) year 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 ninety (90) 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 utilities associated with Tenant’s use of the Premises including electricity, water, sewer, phone, and internet.

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

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.
- C. Automobile/Motor Vehicle Liability Insurance. Licensee shall maintain Automobile Liability insurance with a limit of not less than \$1,000,000 each accident, \$2,000,000 aggregate. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia. This coverage is required only if the Licensee will be operating motor vehicles as a significant operation within, or directly associated with, Licensee's activities on the Property.
- D. 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

The Advancement Foundation,
a Virginia non-profit corporation

By _____
Christopher S. Lawrence, Town Manager

By _____
Print name _____
Title _____

APPROVED AS TO FORM

By _____
Theresa J. Fontana, Town Attorney

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, APRIL 7, 2015, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, LOCATED AT 311 S. POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, The Advancement Foundation has requested to lease space for a business incubator in the Health Department Building located at 227 South Pollard Street, Vinton, Virginia; and

WHEREAS, during the negotiations and discussions between the Town staff, representatives of The Advancement Foundation, and the Town Attorney, a proposal was negotiated to lease said space 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 The Advancement Foundation 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



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Human Resources

Issue

Consider adoption of a Resolution authorizing the renewal of the Town of Vinton Employees' group health insurance coverage with The Local Choice Program for the contract year July 1, 2015 through June 30, 2016.

Summary

- No premium increase for next year
- Town will still offer same policies: Key Expanded and Key 500 Plans
- Changes within the current policies
 - The Behavioral Analysis annual plan year limit has been removed
 - Dental Benefits: Previously offered comprehensive to everyone
 - Preventative Dental
 - Lower Cost Coverage
 - Routine Oral Exams and cleanings twice a year: x-rays, sealants, fluoride for children
 - No copays
 - Comprehensive Dental
 - Cost Remains the same
 - Includes diagnostic and preventative services, primary dental care, major dental care and orthodontic services
 - Deductibles, copayments, coinsurance apply

Plans with Comprehensive Dental Coverage

(No changes in premiums)

EXPANDED BENEFITS PLAN

	2015-2016 TOTAL	2015-2016 TOWN	2015-2016 EMPLOYEE
E	643	587	56
E+1	1190	895	295
Family	1736	972	764

500 - PLAN

E	550	550	0
E+1	1018	889	129
Family	1485	965	520

Plans with Preventive Dental Coverage

EXPANDED BENEFITS PLAN

	2015-2016 TOTAL	2015-2016 TOWN	2015-2016 EMPLOYEE
E	630	580	50
E+1	1166	883	283
Family	1701	955	746

500 - PLAN

E	537	537	0
E+1	993	877	116
Family	1450	948	502

- Out-of-pocket maximums changed
 - In-network and out-of-network out-of-pocket maximums will increase \$1,000.00 for single coverage and \$2,000.00 for family coverage for all plans.
 - Prescription Drugs and pediatric routine vision will now count towards the out-of-pocket deductible
- Change from a 3 tier to a 4 tier structure for prescription drugs
 - Mail Order - \$20/\$60/\$90/\$110
 - Specialty drugs will now be Tier 4
 - Retail Pharmacy - \$10/\$30/\$45/\$55

Attachments

Resolution

Recommendations

Motion to adopt Resolution

RESOLUTION NO

AT A REGULAR MEETING OF VINTON TOWN COUNCIL HELD ON TUESDAY, APRIL 7, 2015 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 has participated in the State's group health insurance program (The Local Choice Health Benefits Program) since July 1, 1990; and

WHEREAS, each year, participants of the program are required to submit a renewal acceptance to the Virginia Department of Human Resource Management for the new contract year.

NOW, THEREFORE, BE IT RESOLVED, that the Vinton Town Council does hereby authorize renewal of the Town of Vinton Employees' group health insurance coverage with the State of Virginia (The Local Choice Program) for the contract year July 1, 2015 through June 30, 2016.

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

April 7, 2015

Department

Administration

Issue

Overview of Town Manager's Recommended Budget

Summary

The Town Manager will present his overview of the recommended budget that was delivered to Council on Friday, April 3, 2015.

The FY2015-2016 proposed budget will be placed in the Town's Drop Box and on the Town's website on Monday, April 6, 2015.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

April 7, 2015

Department

Town Clerk

Issue

Consider nominations for the 2015 VML Policy Committees

Summary

The Virginia Municipal League is accepting nominations for its 2015 Policy Committees. A description of the Policy Committee process is attached, along with our 2014 list. This information must be submitted to VML no later than Friday, April 17, 2015.

Attachments

2015 VML Policy Committee Information
2014 List

Recommendations

Motion to nominate and approve committee assignments

VML's Legislative and Policy Committee Process

Each year the Virginia Municipal League develops two separate documents -- a legislative program and a compilation of policy statements -- through a process that involves the Legislative Committee and six separate policy committees. The Legislative Committee is responsible for developing the legislative program, but it may also rely on input from the policy committees to do so. The policy committees develop broad policy statements, in addition to submitting specific legislative recommendations for consideration by the Legislative Committee.

Legislative Committee

What is the role of the Legislative Committee?

The Legislative Committee is responsible for considering and developing positions on existing or proposed state and federal legislation or regulations, and urging the enactment or amendment of, or opposition to, such legislation or regulations.

How is the Legislative Committee appointed?

VML's Constitution spells out the composition of the Legislative Committee. The committee consists of 24 individuals holding local elective or appointed positions, all appointed by VML's President. Of the 24 members, 12 must be representatives of cities and urban counties with populations in excess of 35,000, six must be representatives of cities and urban counties with populations of 35,000 or less, and six must represent towns.

What is included in VML's Legislative Program?

The legislative program adopted by the Legislative Committee reflects specific legislative objectives that VML hopes to achieve during the upcoming legislative session. It is subject to the approval of VML's membership at the annual conference.

What is the relationship between the legislative committee and VML's policy committees?

The Legislative Committee meets prior to the policy committees to identify issues that it would like the committees to consider for potential inclusion in the league's legislative program. It meets again after the policy committees have met to consider their recommendations.

Policy Committees

What is the role of the policy committees?

Policy committees receive briefings on select statewide issues, consider possible changes to the policy statement, and develop legislative recommendations for the Legislative Committee to consider.

How are policy committees appointed?

Policy committee membership consists of elected and appointed officials of full-member local governments. Nomination information is sent in the spring to each locality, and each local government determines which of its officials will be nominated for each of the six policy committees. Each local government may nominate up to two people per policy committee, at least one of whom must be an elected official.

What are the benefits of serving on a policy committee?

VML policy committees offer members an opportunity to learn about current and emerging statewide issues that affect local governments, to develop through policy statements the broad philosophical framework that guides the league, and to network with local officials with similar policy interests.

How many policy committees are there?

There are six policy committees: community and economic development, environmental quality, finance, general laws, human development and education, and transportation.

What issues does each policy committee cover?

- **Community & Economic Development:** Authority, administration, and funding of local governments to manage a full range of community and economic development issues, including business development and retention, international competitiveness, infrastructure development and investment, planning, land use and zoning, blight, enterprise zones, housing, workforce development and historic preservation.
- **Environmental Quality:** Natural resources and the authority of local governments to manage the environment, including water resources and quality, solid and hazardous waste management, air quality and the Chesapeake Bay.
- **Finance:** Powers, organization and administration of local government financing, including taxing authority, debt financing, state aid to local governments and federal policies affecting local finance issues.
- **General Laws:** Powers, duties, responsibilities, organization and administration of local governments, including state-local and inter-local relations, conflicts-of-interest, freedom-of-information, information management and personnel, telecommunications, utilities and law enforcement, jails and courts issues.
- **Human Development and Education:** Management and funding of social services, prek-12 education, health, behavioral health, juvenile justice, recreation, rehabilitation and aging.
- **Transportation:** Development, maintenance, and funding of a comprehensive land, sea and air transportation system for the Commonwealth, and federal, state and local roles in the provision and regulation of transportation.

What is a policy statement?

Each policy committee develops a policy statement that covers issues in its respective area. The policy statement expresses the agreement of VML's membership on matters of interest to local governments. The statement generally addresses broad, long-term, philosophical positions. The VML membership approves the policy statements at its annual meeting.

How do policy statements differ from VML's legislative program?

Policy statements are general in nature. They reflect local governments' positions on a range of issues. The Legislative Program is more specific and immediate. It is limited to legislative positions that VML expects to lobby on during the upcoming legislative session.



OFFICERS

PRESIDENT

WILLIAM D. EUILLE
ALEXANDRIA MAYOR

PRESIDENT-ELECT

RON RORDAM
BLACKSBURG MAYOR

VICE PRESIDENT

ROBERT K. COINER
GORDONSVILLE MAYOR

IMMEDIATE PAST PRESIDENT

DAVID P. HELMS
MARION MAYOR

EXECUTIVE DIRECTOR

KIMBERLY A. WINN

MAGAZINE

VIRGINIA TOWN & CITY

March 9, 2015

To: Key Officials of Full Member Local Governments
Council and Board Clerks of Full Member Local Governments

From: Kim Winn, Executive Director

Subject: 2015 VML Policy Committee Nominations

The Virginia Municipal League is now accepting nominations for its 2015 policy committees. Accompanying this document is a description of the policy committee process, along with a nomination form. Please complete the nominations form and return it to VML by April 17. If your community has an election in May, please return this form by the requested date even if you must revise it later.

Please observe the following guidelines when making your policy nominations:

- Only full-member local governments may participate.
- You may nominate two individuals to a committee; if two are nominated, at least one nominee must be a governing body member.
- Only members of a council or board of supervisors and appointed officials (i.e., employees of the local government) are eligible to serve.
- Individuals may serve on only one committee a year.
- The chief administrative officer or mayor/board chairman must sign the nomination form.
- Please return nomination forms by April 17.

We will forward information about policy committee meeting times and location as soon as they are confirmed. Policy committee recommendations that emerge from the July meeting will be forwarded to the Legislative Committee for consideration at its September meeting.

Please call/email Janet Areson (804/523-8522, jareson@vml.org) if you have any questions about the appointment process

P.O. Box 12164
RICHMOND, VIRGINIA 23241

13 EAST FRANKLIN STREET
RICHMOND, VIRGINIA 23219

804/649-8471
FAX 804/343-3758
e-mail@vml.org
www.vml.org

VML 2015 Policy Committee Nominations

Please return this form by **April 17** to Joni Terry at VML, P.O. Box 12164, Richmond, VA 23241; Fax 804/343-3758; email: jterry@vml.org

Community & Economic Development

Name & Title: _____

Name & Title: _____

Environmental Quality

Name & Title: _____

Name & Title: _____

Finance

Name & Title: _____

Name & Title: _____

General Laws

Name & Title: _____

Name & Title: _____

Human Development & Education

Name & Title: _____

Name & Title: _____

Transportation

Name & Title: _____

Name & Title: _____

Signed: _____ **Locality:** _____
(Mayor/Chair, or Manager/Administrator)

VML 2014 Policy Committee Nominations

Please return this form by May 2 to Joni Terry at VML, P.O. Box 12164, Richmond, VA 23241; Fax 804/343-3758; email: jterry@vml.org

Community & Economic Development

Name & Title: I. Douglas Adams, Council Member

Name & Title: Christopher S. Lawrence, Town Manager

Environmental Quality

Name & Title: Bradley E. Grose, Mayor

Name & Title: Anita McMillan, Planning & Zoning Director

Finance

Name & Title: Matthew S. Hare, Council Member

Name & Title: Barry W. Thompson, Finance Director/Treasurer

General Laws

Name & Title: William W. Nance, Vice Mayor

Name & Title:

Human Development & Education

Name & Title:

Name & Title:

Transportation

Name & Title: Sabrina Weeks, Council Member

Name & Title: Gary W. Woodson, Public Works Director

Signed: [Signature] Locality: Town of Vinton
(Mayor/Chair, or Manager/Administrator)