

Bradley E. Grose, Mayor  
Matthew S. Hare, Vice Mayor  
I. Douglas Adams, Jr., Council Member  
Sabrina McCarty, Council Member  
Janet Scheid, 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, January 5, 2016**

**AGENDA**

Consideration of:

- A. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
  - B. MOMENT OF SILENCE**
  - C. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
  - D. UPCOMING COMMUNITY EVENTS/ANNOUNCEMENTS**
  - E. CONSENT AGENDA**
    - 1. Consider approval of the minutes for the regular meeting of December 1, 2015
    - 2. Consider approval of the minutes for the regular meeting of December 15, 2015.
  - F. AWARDS, RECOGNITIONS, PRESENTATIONS**
    - 1. Introduction of Marrion Burden, Firefighter
    - 2. Introduction of Jeremy Shrewsbury, Police Officer
  - G. CITIZENS' COMMENTS AND PETITIONS** - This section is reserved for comments and questions for issues not listed on the agenda.
  - H. TOWN ATTORNEY**
  - I. TOWN MANAGER**
- ITEMS REQUIRING ACTION**
- 1. Consider adoption of a Resolution awarding a bid and authorizing the Interim Town Manager to execute a contract with Virginia Infrastructure, Inc. in the amount of \$78,501.00 for the Walnut Avenue Sidewalk Improvements Project.

## **BRIEFINGS**

1. Briefing on a proposed lease agreement with Southern States Cooperative, Inc. for the use of eight vacant lots that are adjacent to the mill for the purpose of temporary parking for trailers and an employee parking area.
2. Briefing on the potential future re-development of the Town of Vinton's Gateway along Gus Nicks Boulevard.

## **J. MAYOR**

## **K. COUNCIL**

1. Appointments to Western Virginia Regional Industrial Facility Authority and administering oaths of office
2. Comments from Council Members

## **L. ADJOURNMENT**

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

## **NEXT TOWN COUNCIL MEETINGS/COMMITTEES:**

**January 11, 2016** – 3:00 p.m. – Finance Committee Meeting – Finance Conference Room

**January 19, 2016** - 6:00 p.m. – Work Session following by Regular Council Meeting at 7:00 p.m.  
– Council Chambers



## **Town Council Agenda Summary**

### **Meeting Date**

January 5, 2016

### **Department**

Town Clerk

### **Issue**

1. Consider approval of the minutes for the regular meeting of December 1, 2015
2. Consider approval of the minutes for the regular meeting of December 15, 2015.

### **Summary**

None

### **Attachments**

December 1, 2015 minutes  
December 15, 2015 minutes

### **Recommendations**

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, DECEMBER 1, 2015, 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.  
Sabrina McCarty  
Janet Scheid

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Executive Assistant/Town Clerk  
Theresa Fontana, Town Attorney  
Anita McMillan, Planning & Zoning Director  
Donna Collins, Human Resources Director  
Barry Thompson, Finance Director/Treasurer  
Gary Woodson, Public Works Director  
Joey Hiner, Assistant Public Works Director  
Chris Linkous, Fire/EMS Captain  
Jeff Dudley, Interim Police Chief

**The Mayor called the work session to order at 6:00 p.m.** for continuation of the briefing on the Virginia Pollutant Discharge Elimination Systems (VPDES) Permit Program. Anita McMillan began by commenting that requirements for the MS4 report are to enhance employee training, to have standard operating procedures and to identify all of the high-priority Town facilities that have the potential of having illicit discharge going to the storm drains.

When the high-priority Town facilities were identified, a map also had to be prepared which was submitted with the report that was due on October 1<sup>st</sup>. The Town has 39 true outfalls that were identified. If a locality has more than 50, they are required to inspect 20 each year, but since we have less than 50, we have to do all of them each year. Roanoke County is assisting us with our inspections. Council Member Scheid asked if we have a deadline to do these inspections and Ms. McMillan responded no.

Council Member Scheid next asked if the priorities on the list of the Town facilities would be Item Nos. 2 and 3 and would they need to be completed in seven months. Ms. McMillan referred to the chart and commented that Item No. 1 has been completed, but Roanoke County commented on the vehicle bay wash area because it is open. The State requires it to be covered and the County indicated it would cost them approximately \$200,000 to have a covered building to do their vehicle washing.

Vice Mayor Hare asked how we are planning to meet the July 1<sup>st</sup> target for Item No. 2 relating to the outdoor storage of construction materials. The Town Manager commented that we will have a plan by the target date and possibly we need to inquire as to what the problems are for the specific items. Council Member Scheid asked if the July 1, 2016 deadline is to address the violation or to have a plan in place. Ms. McMillan responded it is to have a plan. Gary Woodson, Public Works Director, commented from the audience that he would like to know more about what the concern is and then address that concern. If the DEQ requires the relocation of the entire yard, the secondary site would be the old landfill on 3<sup>rd</sup> Street. One preventive measure could be to put a berm on the outside to act as a bowl during a storm event and it would have to be engineered. Ms. McMillan commented that would be a way to address the issue, but there will be an expense.

Council Member Scheid asked how we get from point A to point B. The Town Manager responded that we need to sit down with DEQ and get an understanding of what the expectations are and then begin to address them. Ms. Scheid asked who would be responsible for setting up those meetings, looking at the options and putting together a plan. The Town Manager responded that it would fall on the Manager's Office along with the Planning & Zoning and Public Works Departments, all at the same table with DEQ.

Council Member Scheid asked what are the penalties for not meeting these deadlines. Ms. McMillan responded that to date they have basically inquired as to how we are going to address the issues. For example, we were not able to meet the training requirement and they did not indicate we were in violation. Some localities have been inspected and presented with a timeline to meet the requirements before any fine is imposed. Council Member Scheid next commented that we have recognized our problem areas. She feels that it is not a good plan to count on the fact that the State is going to come in and do an inspection and give us another six months or eighteen months before imposing a fine when we have by our own admission recognized that there are problem areas that need to be addressed.

Council Member McCarty asked how soon a meeting could be scheduled with DEQ and then how long would it take to address the issues based on what our options are. Mr. Woodson commented that his past

experience on working with DEQ when he was in Suffolk was if you come to the table and are trying to solve issues or concerns with a dialogue, he found them to be accommodating and helpful in trying to reach a common goal. He felt like they understand the challenges faced by smaller communities with limited resources.

Ms. McMillan next commented on the amount of time she has had to put into the stormwater program in order to know all the aspects and requirements just to do the reporting and to address the constant changes. The process is still ongoing with Roanoke County for them to be our VSMP Program administrator.

With regard to the four detention ponds owned by the Town--two on Hardy Road, one at Glade Town and one at the War Memorial, Mr. Woodson commented that the two on Hardy Road and the one at Glade Town are in good shape. The contractor that handles the grounds at the War Memorial has been made aware of what needs to be done there. For the future, there will be a schedule of when those will need to be inspected.

In closing, Ms. McMillan referred to the two pages she provided listing a summary of potential BMPs to address e-coli and sediment TMDLs. These are for review and she asked that Council refer any questions they may have back to her.

**The Mayor called the regular meeting to order at 7:10 p.m.** The Town Clerk called the roll with Council Member Adams, Council Member McCarty, Council Member Scheid, Vice Mayor Hare and Mayor Grose present. After a Moment of Silence, Council Member Scheid led the Pledge of Allegiance to the U.S. Flag.

Roll call

**Under upcoming community events, Council Member McCarty announced the Christmas Parade this Thursday and the Breakfast Lions Club spaghetti dinner at the VFW building.** The tree lighting will be at 6:00 p.m. in front of the Municipal Building with the parade starting at 7:00 p.m. with a gathering at the War Memorial after the parade.

The Mayor announced an open house at the History Museum this Saturday from 10:00 a.m. to 2:00 p.m. Council Member Adams mentioned the retirement reception for John Hobbs on Thursday, December 17<sup>th</sup> at the Fire/EMS building from 2:00 p.m. to 4:00 p.m. The Town Clerk announced the employee

holiday luncheon on Tuesday, December 15<sup>th</sup>, and a Relay for Life fundraiser barbeque lunch on Monday, December 7<sup>th</sup>, from 11:30 a.m. to 1:00 p.m. at the War Memorial.

**With regard to the Consent Agenda, the Town Clerk** noted for the record that a correction needed to be made on Page 3 of the November 17<sup>th</sup> minutes to change the date of October 8<sup>th</sup> to December 8<sup>th</sup>. Council Member Adams made a motion to approve the Consent Agenda as corrected; the motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None.

**The next item on the agenda was to consider** adoption of a Resolution approving the financing of a new 2016 Freightliner M2/Ampliroll AL100S Hooklift Truck with Dump Body through VML/VACo Finance. Barry Thompson, Finance Director/Treasurer commented that on May 5, 2015, a Resolution was adopted approving a contract with Mid-Atlantic Waste Systems in the amount of \$139,099.00 for a 2016 Freightliner Hooklift Truck with a Dump Body. The Resolution also authorized the application for the lease financing through VML/VACo Finance for the purchase. A Purchase Order was issued on May 14, 2015 for that amount to build the vehicle.

We were notified that the vehicle would be delivered in mid-December, so we made application for the financing. On November 24<sup>th</sup>, the bids were opened and the bid rate was 1.55% and there is a new Resolution before Council to accept the financing for a five-year term.

Mr. Thompson commented that we budgeted \$25,000 in this year's budget for a full-year lease, but we will only experience about six months for this budget year. We will pick up the remaining terms of the five-year lease in the subsequent budgets. After further discussion, Vice Mayor Hare made a motion to adopt the Resolution as presented; the motion was seconded by Council Member Scheid and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) - None.

**The next item on the agenda was a review of the** Financial Report for September 2015. Vice Mayor Hare began by commenting that the Finance

Approved minutes for the regular meeting of November 3, 2015, corrected minutes for the regular meeting of November 17, 2015 and special called meeting of November 23, 2015

Adopted Resolution No. 2122 approving the financing of a new 2016 Freightliner M2/Ampliroll AL100S Hooklift Truck with Dump Body through VML/VACo Finance

Committee met and one of the items they reviewed was a change in the time-keeping policy for the Police Department that was prepared by Chief Dudley and his team.

With regard to the financial report for September, overall items in the General Fund continue to do well with sales and meals taxes being slightly above their projection. Cigarette taxes are still behind approximately \$28,000 year-to-date. The Utility Fund is above its revenue projections at this point. Also, month-over-month cash is up by approximately \$500,000.00.

Vice Mayor Hare next commented that as of three months the War Memorial subsidy is just under \$5,000.00. This time last year the subsidy was \$37,000.00, which is a significant improvement year-over-year. This time last year we were at \$34,000.00 in revenue and year-to-date we are at \$59,000.00. The Committee is interested in seeing where the figures are after six months into the budget and they will continue to evaluate it.

At the next Finance Committee, they will review the budget process and try to find ways to streamline it for the next fiscal year. He requested Council to send any suggestions to members of the Committee for consideration at their December 14<sup>th</sup> meeting.

Vice Mayor Hare made a motion to approve the Financial Report for September 2015; the motion was seconded by Council Member Adams and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) - None.

Approved Financial Report for  
September 2015

**The Mayor commented on the success of the State of the Town and reminded everyone to visit the new library.**

**Comments from Council Members:** Vice Mayor Hare commented on the improvements downtown that have added to the Christmas season. Council Member Scheid complimented Captain Linkous on his quick response to a situation in her neighborhood. Council Member McCarty announced that the Chamber Office has their angel tree again this year. Council Member Adams announced that the Vinton Moose Lodge has made a donation to the Vinton Needy Family Fund.

**Council Member Scheid made a motion that** Council go into a Closed Meeting pursuant to § 2.2-3711 (A) of the 1950 Code of Virginia, as amended, for discussion regarding appointments to boards and commissions and for discussion regarding prospective candidates for appointment as Interim Town Manager as authorized by subsection 1.

The motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None. Council went into Closed Meeting at 7:50 p.m.

At 10:30 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Vice Mayor Hare; seconded by Council Member McCarty and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None.

**Vice Mayor Hare made a motion to appoint Barry W. Thompson, Finance Director/Treasurer as Interim Town Manager;** the motion was seconded by Council Member Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None.

**Vice Mayor Hare made a motion to adjourn the meeting;** the motion was seconded by Council Member Scheid and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None. The meeting was adjourned at 10:35 p.m.

Certification of Closed Meeting

Appointed Barry W. Thompson, Finance Director/Treasurer as the Interim Town Manager

Meeting adjourned

APPROVED:

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Bradley E. Grose, Mayor

ATTEST:

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Susan N. Johnson, Town Clerk

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, DECEMBER 15, 2015, 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.  
Sabrina McCarty  
Janet Scheid

STAFF PRESENT: Christopher S. Lawrence, Town Manager  
Susan N. Johnson, Executive Assistant/Town Clerk  
Theresa Fontana, Town Attorney  
Anita McMillan, Planning & Zoning Director  
Donna Collins, Human Resources Director  
Barry Thompson, Finance Director/Treasurer  
Jeff Dudley, Interim Police Chief  
Gary Woodson, Public Works Director  
Joey Hiner, Assistant Public Works Director  
Chris Linkous, Fire/EMS Captain  
John Hobbs, Lieutenant-EMS  
Mary Beth Layman, Special Programs Director

**The Mayor called the regular meeting to order at 7:10 p.m.** The Town Clerk called the roll with Council Member Adams, Council Member McCarty, Council Member Scheid, Vice Mayor Hare and Mayor Grose present. After a Moment of Silence, Council Member McCarty led the Pledge of Allegiance to the U.S. Flag.

Roll call

**Under upcoming community events, Council Member McCarty** announced the New Year's Eve Gala sponsored by the Vinton Chamber at the War Memorial from 8:00 p.m. to 1:00 a.m. and reminded everyone to be aware of the change in the refuse collection during the holidays.

**Council Member Adams made a motion to** approve the Consent Agenda as presented; the motion was seconded by Vice Mayor Hare and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None.

Approved minutes for the Special Called meeting of November 30, 2015

**The next item on the agenda was the recognition** of Christopher S. Lawrence, Town Manager. Barry Thompson made comments and presented Mr. Lawrence with a Certificate of Appreciation. Chief Dudley also made comments and presented him a plaque on behalf of the Police Department.

The Mayor next read a Proclamation and presented the same to Mr. Lawrence along with an engraved clock from Council. The Town Clerk also presented him with a framed Lisa Floyd print on behalf of Town employees. After comments by members of Council, Mr. Lawrence expressed appreciation for all of the recognition and made closing comments.

**The next item was recognition of Grayson Thomas Gatti** with Boy Scout Troop No. 540 for his Eagle Scout Project at Vinton's Wolf Creek Greenway. Anita McMillan commented that Mr. Gatti installed two identification signs at each of the main entrances to the Greenway and replaced the existing kiosks. Mr. Gatti also made comments and the Mayor expressed appreciation on behalf of Council.

**Interim Chief Dudley introduced Dustin Bray, a new Police Officer** in his department.

**The next item, not on the agenda, was recognition of John Hobbs, Lieutenant** at the Fire/EMS Department, upon his retirement. Council Member Adams read a Proclamation and presented it to Lieutenant Hobbs.

**The next item on the agenda was a briefing on the Roanoke County Tax Assessment Notices.** Billy Driver, Roanoke County's Director of Real Estate Valuation began by commenting that he wants to speak about the general re-assessment and some things that the Town citizens will see on their notices.

He next began his PowerPoint presentation with the first slide showing the 2016 real estate assessment for the Town. The change from 2015 to 2016 is about .62%, a little over \$2.8 million which is approximately \$2,000 in new revenue. Out of the .62% increase, .26% was new construction and the rest was in the market value of .36%. The Virginia Department of Taxation has six different classifications, five in residential and one in commercial. The multi-family and commercial classifications have been the backbone for the Town in this general assessment.

The next slide showed new construction history from 2011 to 2015 divided by commercial and residential, which takes in single and multi-family homes. The commercial is still out distancing the single family which is healthy sign for the Town's tax base. The next slide showed a median sales price

history of single family home sales throughout Roanoke County and the Town from 2006 to 2015. The median price for 2015 was \$203,000.00 which is an indicator that the neighborhoods are healthy and still growing which is a positive sign.

Mr. Driver commented on the next slide showing overall history of sales and foreclosures. From 2006 to 2008, real estate was booming and then in 2008, there was the decline during the recession. This had a direct impact on the number of foreclosures from 2008 to 2013. With 2014 and 2015, the number of foreclosures has started to decrease which is another good sign. Vice Mayor Hare asked if he had the specifics with regard to the Town. Mr. Driver responded that there were 67 sales in the Town in 2015 and 11 foreclosures.

The Reassessment notices will be mailed on December 31<sup>st</sup>. Informal appeals will be handled from January 19<sup>th</sup> through January 27<sup>th</sup> and anyone can call the Real Estate Valuation Office to set up an appointment to talk with the appraiser who handled their property. The Formal Appeals before the Board of Equalization will be held on April 28<sup>th</sup>, July 28<sup>th</sup> and November 3<sup>rd</sup>.

The next slides showed the Disabled Veterans Property Tax Exemption and the Tax Relief for the Elderly program. Mr. Driver commented on the criteria for both and indicated that additional information is available on the County website or by calling the Commissioner of Revenue's office. These programs are available to Roanoke County and Town of Vinton residents.

Vice Mayor Hare asked Mr. Driver's opinion on what should be the Town's focus to try to get the median income of the properties up or just the overall value. Mr. Driver responded that a problem in the entire Roanoke Valley area is the population growth. There has not been a big increase in the past several years and he felt like we need to attract the younger people to move or stay here. This goes back to economic development. We have the services in place, but we need to attract more people to our community.

Mr. Driver next reviewed the reassessment notice. In 2014, the General Assembly adopted HB525 which amended Section 58.1-3330, Code of Virginia, which stated what information must be on a reassessment notice. That information includes the prior two years of assessments, the tax rate, the

tax levy and the percentage of change. The assessment will include a tax rate even though the governing bodies have not yet adopted the rate.

Last year when the notices went out, the Town had not yet adopted its tax rate. This year the notice will show the increase from \$.03 to \$.07, which is a 126.69% and this could vary depending on if the assessment went down or up. The notice will also include information as to where the advertisement of any tax rate change will be published.

Mr. Driver showed a sample of a separate letter that will go out with all the reassessment notices to all the Town residents with more of an explanation on the tax rate. There will also be additional information posted on the Town's website.

Council Member Adams asked if the total amount realized from the tax increase should be included in the letter. Mr. Thompson responded that the letter had already been printed, but that information can be put on the website.

**The next item on the agenda was a presentation** of the June 30, 2015 Comprehensive Annual Financial Report by Brown Edwards & Company, LLP and consider adoption of a Resolution approving and accepting said Report. After brief comments from Barry Thompson he introduced Travis Gilmer with Brown Edwards.

Mr. Gilmer first commented that the CAFR was discussed in great deal with the Finance Committee. One challenge this year was the governmental standard that essentially required the pension to be put on the books and they did not receive guidance from the State until the middle of October. The CAFR was due a month and a half later and he expressed appreciation to Mr. Thompson and his staff for helping them through this process.

Mr. Gilmer next pointed out several sections of the CAFR and then referred to Page 14, the Balance Sheet. He commented that the unassigned fund balance in the General Funds measures the general health of the Town. The amount is near \$2.4 million, which is a slight decrease from last year due to significant capital projects that were incurred during the year, but is still a very healthy balance.

The next pages, 20 and 21, dealt with the Water and Sewer Fund showing the change in net position

of \$453,280, which is a great increase to continue to support services and construction, compared to last year of \$88,517. Page 21 showed net cash provided by operating activities at nearly \$1.2 million compared to last year of \$863,588. On Page 37 continuing for 23 pages is the defined benefit pension plan. This takes the liability that the Town has always had and puts it on the balance sheet.

Mr. Gilmer next referred to Page 76 in the Statistical Section which showed the fund balance and how it has changed over the last decade. He also commented on Page 86 showing the diversity of the principal employers in the Town. Two other documents they prepared were the Audit Committee letter and a Management Letter, which showed that other than the segregation of duties, all of the comments in the prior CAFRs have been cleared.

Vice Mayor Hare made a motion to adopt the Resolution as presented; the motion was seconded by Council Member Scheid and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) - None.

**The next item on the agenda was to consider** adoption of a Resolution appropriating funds in the amount of \$500.00 received from The Allstate Foundation as a donation to the Vinton Area Chamber of Commerce. Barry Thompson commented that this donation was for volunteer work that Keith Liles did with the Vinton Chamber of Commerce. Due to Allstate's requirements, the funds could not be paid directly to the Chamber, but had to be passed through a government agency. We have received the donation and we will write a check back to the Chamber. Vice Mayor Hare asked if Allstate was aware of this transaction and Mr. Thompson responded yes.

Vice Mayor Hare made a motion to adopt the Resolution as presented; the motion was seconded by Council Member McCarty and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) - None.

**The next item on the agenda was to consider** adoption of a Resolution authorizing Richard W. Peters, Jr., Assistant Town Manager/Director of Economic Development to sign checks as provided by Section 2-93 of the Town Code. Barry Thompson commented that our Town Code

Adopted Resolution No. 2123 approving the June 30, 2015 Comprehensive Annual Financial Report

Adopted Resolution No. 2124 appropriating funds in the amount of \$500.00 received from The Allstate Foundation as a donation to the Vinton Area Chamber of Commerce

provides for four individuals to sign checks. Those individuals are the Town Manager, the Treasurer, the Assistant Town Manager and the Town Clerk. This Resolution is to authorize Mr. Peters to sign checks. Since our checks are signed electronically, Mr. Thompson commented that he and Mr. Peters will be the two electronic signers.

Vice Mayor Hare made a motion to adopt the Resolution as presented; the motion was seconded by Council Member Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) - None.

**The Town Manager made brief comments and again welcomed Mr. Peters to the Town as the Assistant Town Manager/Director of Economic Development.**

**Vice Mayor Hare** made a motion to table the Financial Report for October 2015 to the next meeting; the motion was seconded by Council Member Scheid and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) - None.

Vice Mayor then commented that the Finance Committee did review the audit report at their meeting as well as the check signing process that was just discussed. They also looked at the budget process to see how it might be streamlined and have put together a tentative plan to cut out approximately two months. The goal is to run as much of the process through the Finance Committee working with the Staff Budget Committee and then bring it to Council. At this point, the goal is to have it completed by the end of April.

**The Mayor commented on the success of the Christmas Parade and the Relay for Life BBQ lunch fundraiser as well as the employee holiday lunch.**

**Comments from Council Members:** Council Member Adams commented on the employee events and the Chamber Open House. Council Member McCarty reminded everyone of the Gala on New Year's Eve. Council Member Scheid commented on the employee holiday lunch. Vice Mayor Hare commented on the future of the Town and those who have helped to make it successful. Council also wished everyone a Merry Christmas.

Adopted Resolution No. 2125 authorizing Richard W. Peters, Jr., Assistant Town Manager/Director of Economic Development to sign checks as provided by Section 2-93 of the Town Code

Tabled the Financial Report for October 2015 to the next meeting

**The next item on the agenda was appointments**

to Boards/Commissions/Committees. Council Member Scheid made the following nominations: Allen Kasey to the Board of Zoning Appeals for a new five-year term to expire January 16, 2021; Robert Patterson to the Planning Commission for a new four-year term to expire December 31, 2019; Richard Peters to the CEDS Committee as a technical advisor to replace Christopher S. Lawrence; Richard Peters to the Greater Roanoke Transit Company Board to complete the unexpired term of Christopher S. Lawrence ending June 30, 2016; Barry Thompson to the Roanoke Regional Partnership to replace Christopher S. Lawrence; Barry Thompson to the Roanoke Valley-Alleghany Regional Commission Executive Committee to complete the unexpired term of Christopher S. Lawrence ending June 30, 2016; Richard Peters to the Roanoke Valley Regional Cable TV Committee as an executive member to replace Christopher S. Lawrence and Gary Woodson to the Roanoke Valley Resource Authority for a new four-year term ending December 31, 2019 to replace Christopher S. Lawrence.

The motion was seconded by Council Member McCarty and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) - None.

**Council Member Scheid made a motion that Council go into a Closed Meeting pursuant to § 2.2-3711 (A) (1) of the 1950 Code of Virginia, as amended, for discussion regarding a prospective candidate for Chief of Police. The motion was seconded by Council Member Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None. Council went into Closed Meeting at 8:50 p.m.**

At 9:10 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Vice Mayor Hare; seconded by Council Member Adams and carried by the following roll call vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None.

Appointed Allen Kasey to the Board of Zoning Appeals for a new five-year term to expire January 16, 2021; Robert Patterson to the Planning Commission for a new four-year term to expire December 31, 2019; Richard Peters to the CEDS Committee as a technical advisor to replace Christopher S. Lawrence; Richard Peters to the Greater Roanoke Transit Company Board to complete the unexpired term of Christopher S. Lawrence ending June 30, 2016; Barry Thompson to the Roanoke Regional Partnership to replace Christopher S. Lawrence; Barry Thompson to the Roanoke Valley-Alleghany Regional Commission Executive Committee to complete the unexpired term of Christopher S. Lawrence ending June 30, 2016; Richard Peters to the Roanoke Valley Regional Cable TV Committee as an executive member to replace Christopher S. Lawrence and Gary Woodson to the Roanoke Valley Resource Authority for a new four-year term ending December 31, 2019 to replace Christopher S. Lawrence

Certification of Closed Meeting

**Following the closed session, Council had public** discussion regarding the residency requirements of the Chief of Police. After further comments and questions from Council, Vice Mayor Hare made a motion to change the residency requirements for the Chief of Police to live either in the corporate boundary or the service area of the Town; the motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None.

Approved change of the residency requirements for the Chief of Police to live either in the corporate boundary or the service area of the Town

Council also brought up the current residency requirements of the Public Works Director to live in the corporate boundary of the Town. It was the consensus of Council to put this matter on a future agenda for further discussion and consideration.

**Vice Mayor Hare made a motion to adjourn the** meeting; the motion was seconded by Council Member Adams and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, McCarty, Scheid, Hare, Grose; Nays (0) – None. The meeting was adjourned at 10:08 p.m.

Meeting adjourned

APPROVED:

---

Bradley E. Grose, Mayor

ATTEST:

---

Susan N. Johnson, Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

January 5, 2016

### **Departments**

Fire/EMS, Police

### **Issue**

1. Introduction of Marrion Burden, Firefighter
2. Introduction of Jeremy Shrewsbury, Police Officer

### **Summary**

Captain Linkous will introduce Firefighter Burden and Chief Dudley will introduce Officer Shrewsbury.

### **Attachments**

None

### **Recommendations**

None



## **Town Council Agenda Summary**

### **Meeting Date**

January 5, 2016

### **Department**

Public Works

### **Issue**

Consider adoption of a Resolution awarding a bid and authorizing the Interim Town Manager to execute a contract with Virginia Infrastructure, Inc., in the amount of \$78,501.00 for the Walnut Avenue Sidewalk Improvements Project.

### **Summary**

The Town contracted with Gay and Neel, Inc., to design the Walnut Avenue Sidewalk Improvement Project which consists of the demolition of existing concrete sidewalks along Walnut Avenue from 215 Walnut Avenue, Sun Solutions, to 20 feet North of the Alley adjacent to the Vinton Firehouse. The project scope will include the construction of approximately 2765 square feet of concrete sidewalks, 125 linear feet of curb and gutter, accessible ramps, an entrance improvement and pavement marking for three crosswalks. The bids were opened on December 15, 2015 and the low bidder was Virginia Infrastructure, Inc., in the amount of \$78,501.00.

### **Attachments**

Bid Form  
VDOT Notice of Authorization to Award  
Agreement  
Resolution

### **Recommendations**

Motion to adopt Resolution

**BID FORM -- UPC 105213-WALNUT AVENUE SIDEWALKS**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Town of Vinton, Attn, Chris Lawrence

311 South Pollard Street, Vinton, VA 24179

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated for the prices indicated in this.

**ARTICLE 2 – BIDDER’S REPRESENTATIONS**

2.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>12-03-15</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 2.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

### **ARTICLE 3 – BIDDER'S CERTIFICATION**

#### **3.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 3.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 4 – BASIS OF BID**

**PART A-1 Walnut Avenue Sidewalk Improvements**

In compliance with your Advertisement for Bids, the undersigned proposes to furnish all labor and materials and perform all work necessary for construction of the referenced project, in strict accordance with all the contract documents including any addenda noted below, as prepared by the Town of Vinton and Gay and Neel, Inc., for the consideration of the following amounts. If increases or decreases in quantities are authorized by the Owner, the Contract Price shall be adjusted by Change Order on the basis of the following where applicable:

Description	Unit	Quantity	Unit Cost	Amount
Demolition	LS	1	30,625	30,625
Construction Survey	LS	1	1,000	1,000
Pavement Section	SF	380	15.00	5,700
Concrete Pavement	SF	500	12.80	6,400
Curb and Gutter	LF	125	30.00	3,750
Concrete Sidewalk	SF	2765	8.40	23,226
Pavement Marking	LS	1	1,000	1,000
CG-12	EA	9	200	1,800
Mobilization	EA	1	5,000	5,000

Total Cost of A-1

\$ 78,501

**ARTICLE 5 – TIME OF COMPLETION**

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in ~~30~~ days. *120 days per. IV.F of project documents*

**ARTICLE 6 – ATTACHMENTS TO THIS BID** *ADB*

- 6.01 The following documents are submitted with and made a condition of this Bid:
  - A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - B. Contractor’s License No.: 2705057826A
  - C. Contractor’s Policy of Non-Discrimination
  - D. Drug Free Workplace Maintenance By Contractor
  - E. Certification of Bidder Regarding Debarment By Agency of the Commonwealth of Virginia
  - F. Commonwealth of Virginia Workers’ Compensation Certificate of Coverage

**ARTICLE 7 – BID SUBMITTAL**

7.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual’s signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: VIRGINIA INFRASTRUCTURE (SEAL)

State of Incorporation: VIRGINIA

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: Aaron D. Bivce  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): AARON D. BIVCE

Title: VICE PRESIDENT  
(CORPORATE SEAL)

Attest Quinton Knott

Date of Qualification to do business in Virginia is 1/1/11.

CURRENT

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 60 CLOVERLEAF LN  
LEXINGTON, VA 24450

Phone No. 540-460-4491 Fax No. \_\_\_\_\_

E-mail aaron.infrastructure@yahoo.com

SUBMITTED on 12-15, 2015.

State Contractor License No. 2705057826A

SCC # 05428529

**III. CERTIFICATION REGARDING DEBARMENT**

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

*Adam D. Bence*

\_\_\_\_\_  
Name of Official

*VICE PRESIDENT*

\_\_\_\_\_  
Title

*VIRGINIA INFRASTRUCTURE*

\_\_\_\_\_  
Firm or Corporation

*12-15-15*

\_\_\_\_\_  
Date



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

731 Harrison Ave.  
Salem, VA 24153-0560

CHARLES A. KILPATRICK, P.E.  
COMMISSIONER

December 22, 2015

Mr. Gary Woodson  
Director of Public Works  
Town of Vinton  
804 Third Street  
Vinton, VA 24179

**SUBJECT: U000-149-246, N501 (UPC 105213)  
Federal #STP-5128(342)  
Town of Vinton, Walnut Ave Sidewalks – Phase 1  
Notice of Authorization to Award**

Dear Gary,

The Virginia Department of Transportation (VDOT) has approved the award of the subject federally funded project to Virginia Infrastructure, Inc. for the construction of the proposed project. Please understand that construction monitoring and oversight must be performed in accordance with Chapter 13 of the Locally Administered Projects Manual.

It is recommended that you invite representatives from VDOT to attend your preconstruction conference. You may coordinate this through me. Please note that any contract change orders that affect contract time or cost must be approved by VDOT prior to execution.

Please contact me at 540-387-5399 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Cheryl Becker'.

Cheryl Becker  
Salem Project Coordinator for Locally Administered Projects

cc: Ms. Chris Crain, VDOT Salem District Civil Rights Division  
Mr. Jay Guy, VDOT Salem District Program Manager  
Mr. Anthony Ford, VDOT Salem PIM  
Mr. Dan Collins, VDOT Salem Residency Administrator

#### IV. AGREEMENT

This AGREEMENT, dated this \_\_\_\_th day of \_\_\_\_\_ 201( ), by and between Town of Vinton hereinafter called the Owner; and \_\_\_\_\_ (a corporation, or an unincorporated organization organized and existing under the laws of the State/Commonwealth of Virginia or, an individual trading under the above name) hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

##### A. Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the construction of the Walnut Avenue Sidewalk Improvements U000-149-246, N501 – UPC 105213 Federal Project STP-5128 (323) project all in strict accordance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

##### B. Engineer

The power, duties, and responsibilities conferred hereto to the Engineer shall be construed to be those of the Owner "Municipality" Town of Vinton or the Municipality's authorized representative. Where the terms "Engineer" and "Contract Engineer" appear in this contract, the authority identified shall be construed to be those of the Owner or its authorized representative. For this project, the Engineer is Gay and Neel, Inc.; 1260 Radford St. Vinton, VA 24073.

##### C. Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of Completion of the work. All work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

##### D. Contract Price

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Bid Schedule attached hereto.

The Contract Price is \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) based unit prices extended as herein contained.

##### E. Payments

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by ENGINEER.

*Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on September 30<sup>th</sup> and October 31<sup>st</sup> and should expect payment on the 10<sup>th</sup> of the following month.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold:
    - a. 95% of Work completed (with the balance being retainage).
    - b. 95% of cost of materials not incorporated in the Work but available on-site or at an approved storage site (with the balance being retainage).
- B. Normal payments will be on or about the 10<sup>th</sup> of the month following the payment request.
  - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed.

*Final Payment*

- A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price.

**CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to the general, local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to

the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by the OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **F. Time**

The undersigned Contractor agrees to complete all work under this Agreement within 120 Days from the date of the Notice to Proceed. Contract completion shall be as described by Section 108.10 of the *Virginia Department of Transportation Road and Bridge Specifications*, as referenced in Section I below.

#### **G. Applicable Law/Compliance**

##### **(1) Applicable Law**

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

##### **(2) Compliance with all Laws**

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations,

now in effect or hereafter adopted, in the performance of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this Agreement prior to the initiation of work. [If the Contractor is a corporation] Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

### (3) Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in the Town of Vinton, Virginia.

### (4) Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this Agreement or related activities, shall be paid by the Contractor.

### (5) Non-Discrimination/Drug-Free Workplace Provisions

a. Employment discrimination by Contractor shall be prohibited. Contractor agrees to comply with Special Provision SF010CF-0309; "FHWA 1273, MEMORANDUM AND CFR CHANGE" dated January 19, 2009 included in the Contract Documents. Furthermore, during the performance of this Agreement, Contractor agrees as follows:

i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor.

Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia § 2.2-4311.

If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made

pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

iv. Contractor will include the provisions of the foregoing subsections (i) and (ii), and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

b. During the performance of this Agreement, Contractor agrees as follows:

i. Contractor will provide a drug-free workplace for Contractor's employees.

ii. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

iii. Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

iv. Contractor will include the provisions of the foregoing subsections (i), (ii) and (iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

v. For the purposes of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract."



**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Walnut Avenue Sidewalk Improvements, UPC 105213

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated \_\_\_\_\_, and information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ .

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this    day of \_\_\_\_\_.

\_\_\_\_\_

OWNER

By: \_\_\_\_\_ Chris Lawrence \_\_\_\_\_

Title: \_\_\_\_\_ Town Manager \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged.

By \_\_\_\_\_, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

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

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

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

\_\_\_\_\_

Project: Walnut Avenue Sidewalk Improvements, UPC 105213

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the Work within 120 consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_. A copy of the insurance and agreement, duly executed must be returned with this notice to proceed.

\_\_\_\_\_

OWNER

By: Chris Lawrence

Title: Town Manager

**ACCEPTANCE OF NOTICE**

RECEIPT of the above NOTICE TO PROCEED

Is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_, this the

\_\_\_\_\_, 20 \_\_\_\_\_,

\_\_\_\_\_

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

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

**RESOLUTION NO.**

**AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, January 5, 2016 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA 24179.**

**WHEREAS,** the Town contracted Gay and Neel, Inc., to develop the design for the Walnut Avenue Sidewalk Improvement Project and the bids were opened on December 15, 2015; and

**WHEREAS,** the Project which consist of the demolition of existing concrete sidewalks along Walnut Avenue from 215 Walnut Avenue, Sun Solutions, to 20 feet North of the Alley adjacent to the Vinton Firehouse. The project scope will include the construction of approximately 2765 square feet of concrete sidewalks, 125 linear feet of curb and gutter, accessible ramps, an entrance improvement and pavement markings for three crosswalks; and

**WHEREAS,** the low bid came from Virginia Infrastructure, Inc., in the amount of \$78,501.00; and

**WHEREAS,** Council needs to award the bid and authorize the Interim Town Manger to execute the contract for the work.

**NOW, THEREFORE, BE IT RESOLVED** that the Vinton Town Council does hereby grant a contract to Virginia Infrastructure, Inc., in the amount of \$78,501.00 and hereby authorizes the Interim Town Manager to execute the contract and any other necessary documents, approved as to form by the Town Attorney.

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

AYES:

NAYS:

APPROVED:

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

ATTEST:

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



## **Town Council Agenda Summary**

### **Meeting Date**

January 5, 2016

### **Department**

Administration

### **Issue**

Briefing on a proposed lease agreement with Southern States Cooperative, Inc. for the use of eight vacant lots that are adjacent to the mill for the purpose of temporary parking for trailers and an employee parking area

### **Summary**

Southern States Cooperative Inc. currently leases five (5) lots from the town on Railroad Avenue for short term parking of trailers. The Plant Manager recently approached staff to add three (3) additional lots located on 11<sup>th</sup> Street to construct an 80' x 90' gravel lot to help improve an overcrowded employee parking area and ease congestion of truck traffic within the plant grounds.

The three newly requested lots on 11<sup>th</sup> Street are identified as 60.14-2-24, 60.14-2-25 and 60.14-2-26, and the five original lots on Railroad Avenue are identified as lots 60.14-2-1, 60.14-2-2, 60.14-2-3, 60.14-2-4 and 60.14-2-5.

Staff recommends that the eight total lots be combined into one lease agreement for ease of management by both parties. The term of the lease will be for one year with four additional one-year renewals at a cost of \$800 per year. Due to the property being originally acquired by the town through a FEMA flood mitigation project, the entire annual lease revenue will be donated to the Vinton Needy Family Program, Inc.

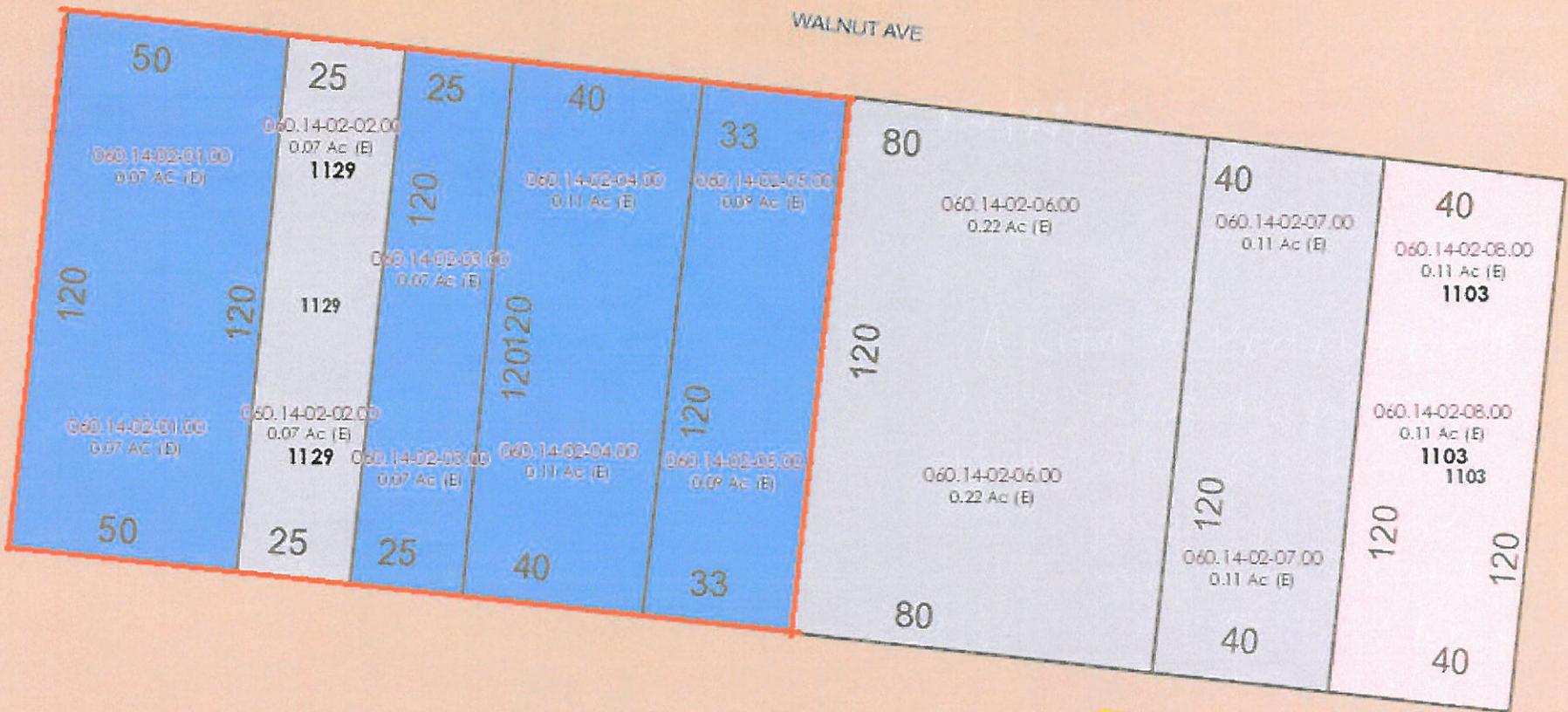
### **Attachments**

Map of property  
Draft Lease Agreement

### **Recommendations**

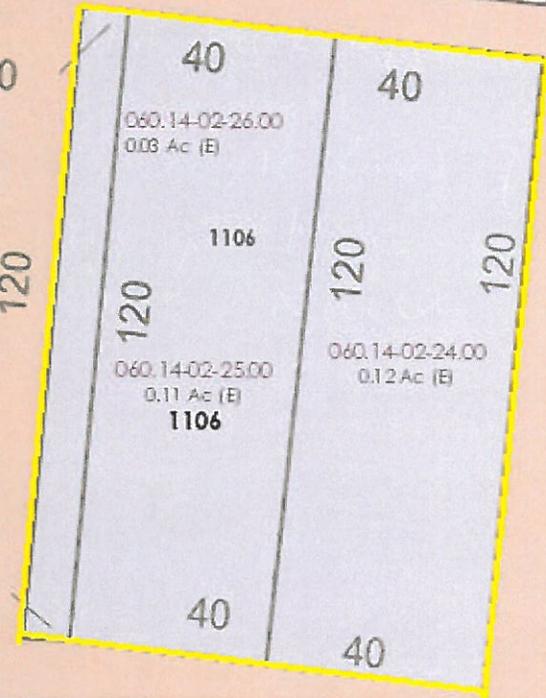
No action required

WALNUT AVE



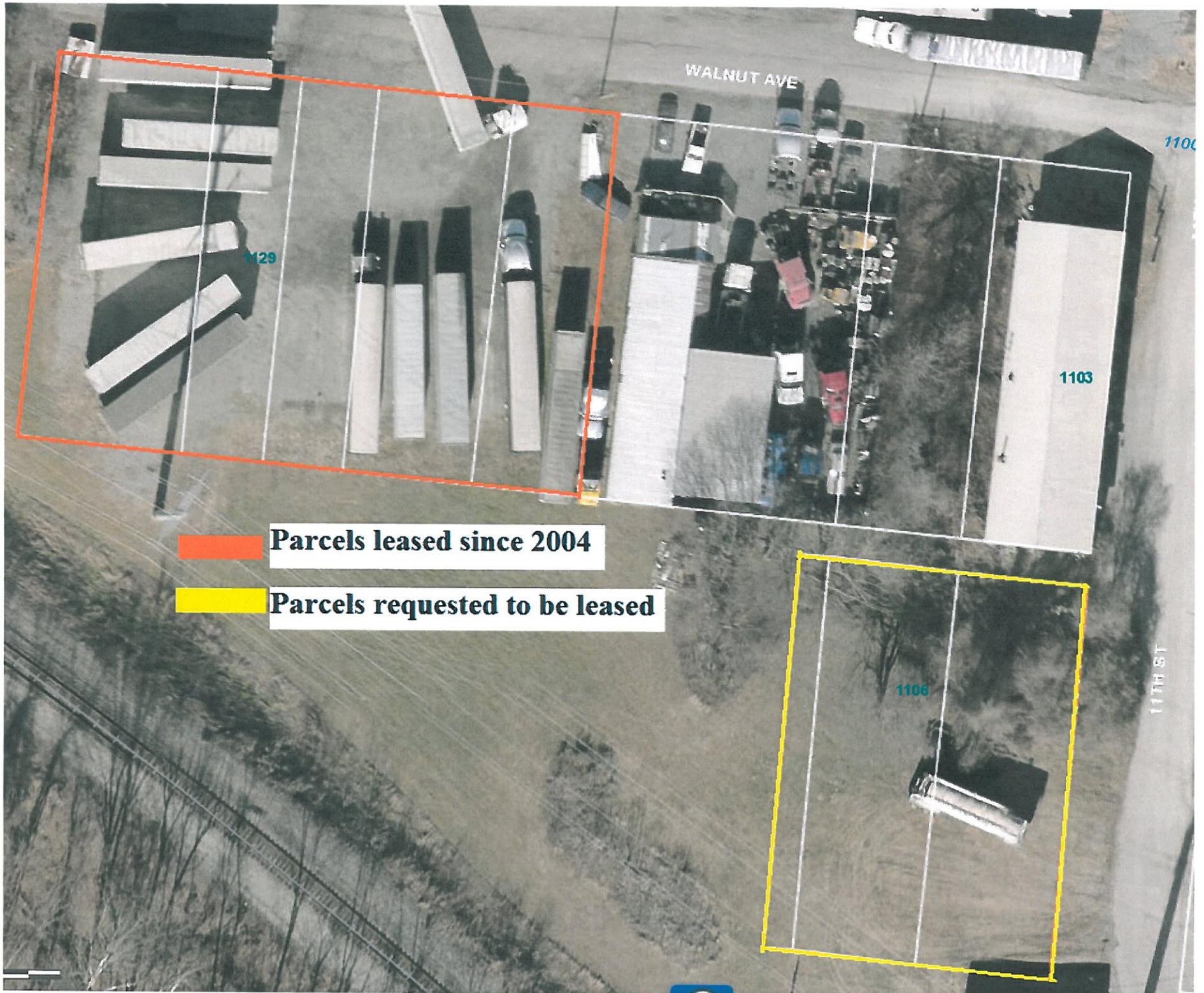
**Parcels leased since 2004**

**Parcels requesting to be leased**



11TH ST

40ft



WALNUT AVE

1100

1129

1103

**Parcels leased since 2004**

**Parcels requested to be leased**

1106

11TH ST

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_ day of January, 2016 by and between the **TOWN OF VINTON, VIRGINIA**, a Virginia municipal corporation, herein “The Town”, and **SOUTHERN STATES COOPERATIVE, INC.**, a Virginia corporation, herein “Tenant”, whose address is: Post Office Box 509, Vinton, Virginia 24179.

**WITNESSETH:**

**WHEREAS**, Tenant operates an animal feed manufacturing, storage, and shipping facility on Railroad Avenue in the Town of Vinton, Virginia, and

**WHEREAS**, Tenant is in need of parking spaces for employees and also for trailers which are used to ship Tenant’s products, and

**WHEREAS** the Town owns eight small lots (described below) on 11<sup>th</sup> Street and Railroad Avenue and near Tenant’s facility which it has agreed to lease to Tenant for this purpose,

**NOW THEREFORE**, in consideration of the premises and the mutual covenants exchanged hereby, the parties agree that:

1. The Town hereby agrees to lease to Tenant and Tenant hereby agrees to rent from Town those certain three (3) lots lying on the south side of 11<sup>th</sup> Street identified as 60.14-2-24, 60.14-2-25 and 60.14-2-26 and those five (5) lots lying on Railroad Avenue identified as 60.14-2-1, 60.14-2-2, 60.14-2-3, 60.14-2-4 and 60.14-2-5, all of which are located in the Town of Vinton, Virginia, referred to collective herein as “The Property”.

2. Tenant shall pay to the Town in advance, the sum of Eight Hundred and no/100 Dollars (\$800.00) each year as rental, which shall be due each year on the anniversary of the date of this lease agreement. The first year’s rental shall be paid to the Town upon the execution of this lease. Payment shall be made at 311 South Pollard Street, Vinton, Virginia 24179.

3. Tenant’s exclusive use of the property shall be for the temporary parking of employee vehicles and truck-trailers used for shipping.

4. Tenant acknowledges that The Property is an area designated by the Director of the Federal Emergency Management Agency (FEMA) as a Special Flood Hazard Area, and that Tenant is not permitted to construct any permanent improvements on The Property. Minimal leveling of the lot and use of gravel for stabilizing the lot surface will be permitted.

5. Tenant acknowledges that The Property was purchased by the Town with proceeds from a federal flood mitigation grant and that The Property remains subject to certain conditions and restrictions, including without limitation:

a) The Property shall be used only for purposes compatible with open space, recreational, or wetland management practices, and other uses enumerated in 44 CFR § 206.434.

b) The Property is subject to inspection by FEMA, its representatives and assigns, including the Commonwealth of Virginia.

c) The Property is subject to inspection by the Town to the extent necessary for the Town to meet its reporting obligations established by the grant conditions.

Tenant covenants that it will cooperate fully with the Town, FEMA, and any authorized government agency to ensure that no laws, statutes, ordinances or grant conditions are violated.

6. Tenant hereby agrees to indemnify, defend and save harmless the Town from and against all liabilities, claims, expenses, costs, losses and damages, including, but not limited to reasonable attorney's fees arising from or in connection with this lease and Tenant's use of The Property.

7. The term of this lease shall be for a period of one year. The lease shall renew itself automatically on the same terms for no more than four additional one-year renewal terms, unless either party shall give notice of intention not to renew within thirty days of the expiration of the initial one-year term, or within thirty days of the expiration of any subsequent one-year renewal term.

8. The Tenant agrees that if he fails to observe or perform any of the conditions or covenants on his part to be observed or performed, and such default continues for thirty (30) days after the receipt of a written notice from the Town, such written notice to be mailed by registered mail to Tenant at Post Office Box 509, Vinton, Virginia 24179, the Town shall have the right to declare this lease terminated, and upon so declaring the Town shall have the right to immediately enter and possess the premises.

9. This lease contains the entire agreement between the parties and may be changed only by a written amendment, signed by both parties. This lease shall be governed by the law of the Commonwealth of Virginia. It shall not be assigned by Tenant without the prior written approval of the Town.

**WITNESS** the following signatures and seals:

**TOWN OF VINTON, VIRGINIA**

By: \_\_\_\_\_  
Town Manager

**ATTEST:**

\_\_\_\_\_  
Town Clerk



## **Town Council Agenda Summary**

### **Meeting Date**

January 5, 2016

### **Department**

Administration

### **Issue**

Briefing on the potential future re-development of the Town of Vinton's Gateway along Gus Nicks Boulevard

### **Summary**

Town of Vinton Administrative Staff continues to work with Roanoke County Economic Development Staff to consider potential redevelopment projects for the Gish Mill and the old William Byrd School property.

In order to be able to effectively discuss the re-development potential for the sites, TOV Staff would like to discuss the general esthetic and appropriate design aspects compatible with Council's vision for the gateway.

### **Attachments**

Map of area

### **Recommendations**

No action required





## **Town Council Agenda Summary**

### **Meeting Date**

January 5, 2016

### **Department**

Council

### **Issue**

Appointments to Western Virginia Regional Industrial Facility Authority and administering oaths of office

### **Summary**

Council needs to nominate the following individuals to the Western Virginia Regional Industrial Facility Authority:

- Barry W. Thompson to the unexpired term ending February 3, 2018 to replace Christopher S. Lawrence.
- Gary W. Woodson to a new four year term beginning February 4, 2016 and ending February 3, 2020.
- Sabrina McCarty to a new four year term as an alternate beginning February 4, 2016 and ending February 3, 2020.

After approval of nominations, the Town Clerk needs to administer the oaths of office

### **Attachments**

None

### **Recommendations**

Nominate individuals and motion to approve  
Town Clerk to administer oaths of office