

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, May 3, 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 minutes for the regular meeting of April 5, 2016.
 - F. AWARDS, RECOGNITIONS, PRESENTATIONS**
 - 1. Proclamation – National Police Week
 - 2. Proclamation – Public Works Week
 - 3. Proclamation – National Emergency Medical Services Week
 - G. CITIZENS' COMMENTS AND PETITIONS** - This section is reserved for comments and questions for issues not listed on the agenda.
 - H. TOWN ATTORNEY**
 - I. TOWN MANAGER**
- ITEMS REQUIRING ACTION**
- 1. Consider adoption of an Ordinance amending Section 86-287, Itinerant Vendors Generally; Tax Rate of Article VIII, License, Chapter 86, Taxation of the Vinton Town Code – **Anita McMillan**

BRIEFINGS

1. Briefing on the advance refunding of Series 2006 callable Bonds and advance refunding of Series 2007 Callable Bonds – **Barry Thompson**
2. Briefing on the Virginia Department of Transportation’s (VDOT) Request for the Town of Vinton to Execute the Programmatic Project Administration Agreement (PPAA) Extension Addendum for Glade Creek Greenway Phase 1 Revenue Sharing Project – **Anita McMillan**
3. Briefing on Botetourt County’s request to join the Roanoke Valley Greenway Commission and the Amended and Restated Intergovernmental Agreement establishing the Roanoke Valley Greenway Commission to include Botetourt County – **Anita McMillan**

J. MAYOR

K. COUNCIL

L. ADJOURNMENT

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

NEXT TOWN COMMITTEE/COUNCIL MEETINGS/EVENTS:

May 10, 2016 – 3:00 p.m. – Finance Committee Meeting – Finance Conference Room

May 17, 2016 – 6:00 p.m. - Work Session followed by Regular Council Meeting at 7:00 p.m. – Council Chambers



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Town Clerk

Issue

Consider approval of the minutes for the regular meeting of April 5, 2016

Summary

None

Attachments

April 5, 2016 minutes

Recommendations

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, APRIL 5, 2016, 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: Barry W. Thompson, Interim Town Manager
Susan N. Johnson, Executive Assistant/Town Clerk
Paul Mahoney, Town Attorney
Richard W. Peters, Assistant Town Manager/Director of Economic Development
Anita McMillan, Planning & Zoning Director
Anne Whitehurst, Accounting Manager
Gary Woodson, Public Works Director
Joey Hiner, Assistant Public Works Director
Mary Beth Layman, Special Programs Director
Mark Vaught, Police Lieutenant
Glenn Austin, Police Lieutenant
Valerie Cummings, Police Sergeant

The Mayor called the Work Session to order to hear the annual update from the Roanoke Valley Regional Partnership. Beth Doughty began her Power Point presentation and first commented that they filled 378 information requests last year which was a 15% over the year before and gave some examples. They continue to raise the visibility of the region by using almost totally social media tied into their work plan. The unique website visitors were up 69% last year.

Business attraction/expansion/retention activity is judged by activity files that are opened and 514 files were opened last year which is a 27% increase in activity. The annual economic impact over the past four years amounted to \$2.4 billion in 2015 which is calculated each year and builds on itself. In 2015 about 2,700 net new jobs were created despite some high-profile layoffs. The employment rate was 3.8% and it continues to decline. There are about 11,000 unfilled jobs according to the Virginia Employment Commission in the region.

Ms. Doughty next commented on the Blue Ridge Marathon that continues to grow and has more than half a million in economic impact. The one-day

event brings attention to our area and last year 34 countries and 40 plus states came to run in the Marathon. Another is the Go Outside Festival which is held in the Fall and there was a 25% increase in attendance for this event last year.

Work being done on the Explore Park Master Plan and they have completed a kayak park study with the assistance of a consultant. To create a kayak park, a section of a river is manipulated to increase the water level, enhance the rapids and provide beaches. We looked at four different locations with Explore Park being one that we might be able to turn into this type of park.

Ms. Doughty next commented about the Western Virginia Regional Industrial Facility Authority and that it is working towards acquiring sites that will create a large parcel of land. We do not currently have anything over 50 acres that is ready to go and easily developable.

Council Member Scheid asked if there has ever been an effort to market the Vinton Business Park through the Regional Partnership. Ms. Doughty responded that they do not make the decision on which parcels to show. All requests go to Jill Loope with Roanoke County for her to provide input on what she thinks the best opportunities are and they are presented to the client. Council Member Scheid asked if there is anything that the Town needs to do differently in terms of marketing that property. Ms. Doughty commented that her suggestion would be to look at internal opportunities for the property, businesses within the region. Service providers would be a good market for those sites based on location and their size.

Barry Thompson commented that he had a meeting with Ms. Doughty recently and she offered for her staff to come and look over the Town. They would then meet with our staff to do a visioning process on what our image is, what we would like it to be and to work with our Economic Development Committee. He further commented that this has not been done in the past and indicated he would welcome the opportunity.

Council Member Scheid commented that Council had a presentation at their last meeting on expanding Valley Metro. One of the points that was made to try and justify the expansion was getting

workers out to Botetourt County and she asked Ms. Doughty's opinion. Ms. Doughty responded that she thought it was valid for opportunities for connectedness.

The next item was a briefing on the proposed Roanoke County dedication of eighty (80) foot wide greenway easement to the Town for the purpose of completing the Glade Creek Greenway Phase 2 Project. Anita McMillan first commented that Roanoke County had the first reading on the easement on March 22nd and will have the second reading on April 12th. The design plan of Phase 1 of the Glade Creek Greenway is currently being reviewed and they hope to have go out to bid the end of April and start construction in June. The engineer feels that the construction will take about five to six months.

Last year Council authorized staff to submit a TA grant application for Phase 2 which is from Walnut all the way to Gus Nicks Boulevard. About half of the greenway will be on the Roanoke County-owned former William Byrd High School on the western portion of the property. The easement that we are asking the County to donate to the Town is approximately eighty (80) feet wide and a total of 2.6 acres in area.

The grant application was submitted in October and the estimated total cost of the project is \$526,210 with \$417,710 to be funded by the grant and the remaining of \$108,500 to be funded by administration of the project, drainage improvements and other volunteer organizations. This donation from Roanoke County will also be an in-kind match. Pathfinders will be building the required shelter when you go under the railroad trestle.

The Glade Creek Greenway will be the first paved greenway in the Town and the only connection that the Town residents can have to the Roanoke City Tinker Creek Greenway that will eventually go to the Roanoke River Greenway. We hope to know by November if we are awarded the funding through our grant application.

The Mayor called the regular meeting to order at 7:00 p.m. The Town Clerk called the roll with Council Member Adams, Council Member McCarty, Council Member Scheid, Vice Mayor Hare and Mayor Grose present. After a Moment of Silence,

Roll call

Council Member Scheid led the Pledge of Allegiance to the U.S. Flag.

Under upcoming community events, Council Member McCarty announced the Dogwood Festival that will begin on April 27th and run through May 1st. There is a Meet the Candidates Event at the War Memorial on April 11th from 6:00 p.m. to 7:30 p.m. Breakfast Lions Club is selling tickets for their Draw Down event on April 16th at the Lancer Lot as well as Love tickets with proceeds going to the Lions of Virginia for special projects.

The Town will be celebrating Earth Day and Arbor Day on April 22nd at Herman L. Horn Elementary School at 1:15 p.m.

Council Member Scheid announced that the Town has a team that will participate in Clean Valley Day on April 9th and will meet in the Big Lots Parking Lot at 9:00 a.m. that morning.

Vice Mayor Hare made a motion that the Consent Agenda be approved as presented; 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 minutes of the regular meeting of March 1, 2016

The next item on the agenda was the recognition of Jeff Dudley, Interim Police Chief. The Mayor made brief comments and presented Chief Dudley with a shadow box. Comments were then made by other members of Council as well as Chief Dudley.

The next item on the agenda was a Proclamation for National Child Abuse Prevention Month. Kathryn Sowers made brief comments regarding the pinwheel garden that was planted in front of the Municipal Building prior to the meeting. Council Member Scheid read the Proclamation and presented it to Ms. Sowers.

The next item on the agenda was a Proclamation for National Public Safety Telecommunicators Week. After Council Member Adams read the Proclamation, Bill Hunter, Roanoke County Director of Communications and Information Technology made brief comments and recognized the staff from the Communications Center that were in the audience.

The next item on the agenda was a Proclamation for Mayor's Day of Recognition for National Service, which was read by the Mayor.

The next item on the agenda was the briefing on the proposed redevelopment of the former William Byrd High School property by Waukesaw Development, Inc. Jill Loope, Roanoke County's Director of Economic Development, first commented that she would like to address an earlier question by Council Member Scheid regarding the Vinton Business Center. The County is actively marketing the Vinton Business Center and have been for some time. What is currently available is about an 18-1/2 acre pre-graded pad site which can only accommodate about 150,000 square feet of maximum buildable area, which does limit what businesses we can attract. It was submitted for consideration for the shell building project that was commissioned by the Western Virginia Regional Industrial Facility Authority, but the decision was made for Botetourt County.

Ms. Loope next began by commenting that the William Byrd project has been a long-term investment and effort to market and redevelop the property. She then showed a map and explained some of the complexities associated with the redevelopment of this property. As Council heard earlier, they have recently dedicated the greenway easement along the river to assist with pedestrian access to the property and to the ballfields below.

The total acreage for the site is 17.83 acres. The upper half where the main building is located is 6.49 acres and the lower half is 11.3 acres. They have been in negotiations for some time with different interested parties, but the last was an advertisement for an RFP in May of 2014 for the sale and redevelopment of the property. They did receive a proposal from Waukeshaw Development, Inc. to purchase and redevelop the property for a mixed-use residential development. They are calling it mixed-use because they are not sure what the zoning designation will be or the ultimate components that will be redeveloped in the property.

The project as it is proposed at this time is to establish more than 70 market rate apartments consisting of one and two bedrooms. They believe that this is a consistent and compatible use with the

downtown redevelopment effort and will be going through a rezoning process to make that happen in the near future.

The development of the property is estimated at \$9.2 million and at this time they are transferring one parcel which is the one at the top consisting of the main building and the annex building. According to the developer that appears to be all that is needed at this time to accomplish the goals and objectives. However, once they get into the process, they may have to do some re-subdivision and the potential transfer of the maintenance facility down below. They are also not sure what the Department of Historic Resources may require in the redevelopment of this property.

For a brief history of the building, Ms. Loope commented that it was built in 1930 and used as an educational and vocational training facility from 1930 to 2010. The main building consists of 62,760 square feet with the adjoining annex building having 6,980 square feet. The Board of Supervisors of Roanoke County have been very supportive of this project and they have adopted a Performance Agreement to assist the developer in the redevelopment including some tax revenue considerations of reimbursement of taxes over a ten year period not to exceed \$1 million. There are agreements in place and the Town will be an active participant and they will work together in partnership to make this project happen. She then introduced Dave McCormack with Waukesaw Development.

Mr. McCormack first commented on the tour prior to the Council meeting in Bedford on a project he is doing there. He then showed a Power Point presentation and commented that by 2016 his company will have completed more than \$70 million in historic redevelopment projects in Virginia. He also currently has a project in Wilson, North Carolina. All the projects are done under the guidelines of the Department of Historic Resources National Park Service and he does not do projects that are low income tax credits or Section 8.

The next slide showed a project in downtown Petersburg, the Mayton Transfer Lofts, a \$26 million total investment and they continue to have a 95% occupancy rate. Another example shown was the Southern Express Lofts which is a coffee shop and eight apartments for a \$1 million investment.

Another slide showed the renovation of the Henry Hotel in Martinsville which went operational in October of 2015. There are 24-studio and one-bedroom apartments on the upper floors with four commercial spaces on the ground floor.

The next slide showed an example of a school they have done in Hopewell. It was formerly the James E. Mallonee High School and they made a \$6 million investment in 50 market rate apartments. It is called Hopewell Lofts and was completed in 2010. He next showed a slide of an old ice house in Petersburg which will now house Trapezium Brewing soon. Another slide showed the Hi Dollar Warehouse in Wilson, North Carolina, an \$11.3 million investment in 91 apartments and a Whirligig Park Visitors Center which is the main focus of their tourism.

Mr. McCormack next commented that they plan to do 70 market rate apartments at the old William Byrd school property, but preserve the auditorium as the required public space. The goal is to save all of the historic fabric.

Council Member Scheid commented on the tour in Bedford and the synergy that has gone along with his other projects which would be nice to see in Vinton. Mr. McCormack commented that 13 businesses have been created in the neighborhood surrounding the Mayton Transfer Lofts with the gross income being \$10 million a year and tax revenues.

Council Member Scheid next asked when he would be able to know if this piece of property is big enough. Mr. McCormack responded that from his standpoint, he would prefer that the subdivision stay in place and remain separate from the school. The National Park Service will ultimately dictate some of that. They are going to do some site planning and a parking study and he felt they probably have enough space, but where the subdivision line runs on the land to the back of the building, they may need to do an easement to square it off.

The next item on the agenda was to consider adoption of a Resolution authorizing the Interim Town Manager to a Memorandum of Understanding (MOU) between Roanoke County Board of Supervisors and the Vinton Town Council for administration of the Virginia Erosion and Sediment

Control Program (VESCP) and the Virginia Stormwater Management Program (VSMP). Anita McMillan first made comments regarding the history of the VESCP and VSMP and that in October of 2014, the DEQ changed their requirements to allow Roanoke County to be the Town's administrator of the two programs.

The Roanoke County Board of Supervisors approved the Memorandum of Understanding on February 23, 2016. After it is approved by Council, all of the paperwork has to be submitted to the Virginia State Water Control Board for their approval. Once it is approved, it will remain in effect for Roanoke County to continue to be the Town's Erosion and Sediment Control in addition to the VSMP administrator.

Council was briefed in a work session on March 1st on all of the changes to the stormwater and erosion and sediment ordinances that have been adopted by Roanoke County. The ordinances to amend the Town Code and adopt the Roanoke County's ordinances by reference will be presented to Council at the March 15th meeting for approval.

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

The next item on the agenda was to consider adoption of a Resolution adopting the County of Roanoke Stormwater Management Design Manual dated March 22, 2016. Anita McMillan asked the Town Attorney that since we have not adopted the Roanoke County ordinance, but Roanoke County has adopted it along with Manual, can we go ahead with this Resolution prior to adopting the ordinance. After further discussion the Town Attorney responded that Council could go ahead and adopt the Design Manual by reference.

Ms. McMillan commented that the entire Design Manual is available through a link on the Town and Roanoke County websites. In response to a comment by Vice Mayor Hare, she commented that the majority of the Design Manual is written to follow the State requirements.

Adopted Resolution No. 2135 authorizing the Interim Town Manager to a Memorandum of Understanding (MOU) between Roanoke County Board of Supervisors and the Vinton Town Council for administration of the Virginia Erosion and Sediment Control Program (VESCP) and the Virginia Stormwater Management Program (VSMP)

Council Member Scheid 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 appropriating funds in the amount of \$1,600.00 received from the American Association of Retired Persons (AARP) to utilize for the SNAP/EBT program at the Vinton Farmers' Market. Mary Beth Layman commented that this donation will be used for matching funds for SNAP purchases. Also, in addition to this \$1,600, we are coming under the LEAP organization and will be receiving an additional \$2,500 through a Finney Grant soon. Council Member Adams 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 \$4,000.00 received through the VML Insurance Programs Risk Management Safety Grant Program to the Gish Mill budget line item. Pete Peters commented that staff recently completed a project as the Gish Mill to implement safety and security measures recommended by our VML insurance provider. The total project cost was \$5,575.00. Staff applied for this grant and was awarded the full amount of \$4,000.00. 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 awarding a bid and authorizing the Interim Town Manager to execute a contract with TBS Construction, LLC in the amount of \$142,498 for the Farmer's Market Stage and Roof Expansion Project as part of the Community Development Block Grant. Pete Peters commented that the next phase of the Community Development Block Grant program was to advertise bids for the renovation and expansion of the Vinton Farmers'

Adopted Resolution No. 2136 adopting the County of Roanoke Stormwater Management Design Manual dated March 22, 2016

Adopted Resolution No. 2137 appropriating funds in the amount of \$1,600.00 received from the American Association of Retired Persons (AARP) to utilize for the SNAP/EBT program at the Vinton Farmers' Market.

Adopted Resolution No. 2138 appropriating funds in the amount of \$4,000.00 received through the VML Insurance Programs Risk Management Safety Grant Program to the Gish Mill budget line item

Market Stage. On March 30th, staff received sealed bids from three general contractors with all three meeting the necessary requirements of the bid.

The project included a base component consisting of the main stage, roof expansion and seat wall construction and two alternative bid items to include curb and hardscape redesign and relocation of the Farmers' Market sign. The complete breakdown for the three bids was included in the agenda package as well as a breakdown of the details of the remaining phases of the grant.

There is approximately \$149,000 available and budgeted for the stage renovation, \$74,000 for façade improvements, \$74,000 in the Revolving Loan Program and \$14,571 for grant administration and close out by DHCD. In addition the Town also has \$35,000 budgeted as part of our required match to complete the other items that were scoped outside the available grant funds. Council will be given additional updates and seek approval on some of the various design elements that remain such as the paint schemes, park benches, sign options and other landscaping plans.

Mr. Peters next commented that after consultation with Hill Studio and additional review of the project with staff, it is believed that much of the desired enhancements that were part of the alternative bids can be accomplished in-house with some modifications. Staff is requesting that Council award the base bid of \$142,498 to TBS Construction, LLC that focuses on the stage renovation and to not include the two alternative bid items.

Council Member Scheid commented that she is pleased that staff is trying to be conservative with the funds that remain in the grant while still being able to get the essence of the project done. The Mayor asked if there would be a member of staff to oversee the project. Mr. Peters responded that DHCD requires that he do daily inspections. Barry Thompson also responded that Bo Herndon as our Project Manager from the Public Works Department will also be providing oversight during the project.

Vice Mayor Hare asked when the \$35,000 local match had to be spent. Mr. Peters responded that this amount is currently budgeted in this fiscal year. It was originally allocated for some renovation of the

former Steve's Garage site behind the Municipal Building. However, with several attempts to bid out various phases of the project that used up some of our construction funds, a decision was made to allocate some of those funds for the park benches, the interior signage and other landscaping needs. Those funds will probably be spent in this fiscal year and overlap into the next fiscal year. Barry Thompson indicated that these funds will be earmarked and accounted for as of June 30th. Mr. Peters further commented that the largest part of our local match was the contribution to the purchase of the property for the Vinton Branch of the library.

Council Member Scheid 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 Mayor asked Mr. Peters to update Council on the applications that had been received for the Façade Grant Program. Mr. Peters commented that originally there were 11 properties that were considered in the scope of the CDBG Grant. Through various conversations over the past several months, some of the properties have changed ownership and can no longer proceed with the improvements or are no longer interested. As of today there are seven properties being considered for the program.

With regard to the Revolving Loan Fund, the Application Review Committee met last week and reviewed two new applications—one for the Edward Jones property on Lee Street and the second for property on Pollard between the Martial Arts Studio and the Post Office. That leaves a balance of approximately \$20,000 and two other applicants are interested in that remaining amount.

The Mayor then asked if there was an approximate completion date on some of the façade activity. Mr. Peters responded that it his is goal to have all of the facades and the stage renovations completed by Labor Day. We have committed to the Chamber that our grand re-opening of the stage will take place for the September 17th Mingle at the Market.

Adopted Resolution No. 2139 awarding a bid and authorizing the Interim Town Manager to execute a contract with TBS Construction, LLC in the amount of \$142,498 for the Farmer's Market Stage and Roof Expansion Project as part of the Community Development Block Grant

The next item on the agenda was to consider nominations for the 2016 VML Policy Committees. After discussion, Council Member Adams made a motion to accept the following nominations: I. Douglas Adams, Council Member and Richard W. Peters, Assistant Town Manager/Director of Economic Development to Community & Economic Development; Janet Scheid, Council Member and Anita McMillan, Planning & Zoning Director to Environmental Quality; Matthew S. Hare, Vice Mayor and Barry W. Thompson, Interim Town Manager, Finance Director/Treasurer to Finance; Thomas L. Foster, Police Chief and Barry W. Thompson, Interim Town Manager, Finance Director/Treasurer to General Laws; Bradley E. Grose, Mayor and Donna Collins, Human Resources Director to Human Development & Education and Sabrina McCarty, Council Member and Joey Hiner, Acting Public Works Director to Transportation. 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.

Nominated and approved individuals to the 2016 Policy Committees

The Mayor next expressed appreciation to all of the agencies in the Roanoke Valley that assisted with the volatile situation on Pine Street last week in the Town.

Comments from Council Members: Council Member McCarty challenged Council and staff to volunteer for the first Mingle at the Market on June 11th. She and Council Member Adams also commented on the situation on Pine Street.

Barry Thompson commented he will a judge for the Gauntlet Event at the HIVE next Monday and Tuesday from 8:00 a.m. to 12 Noon and 5:00 p.m. to 9:30 p.m. The awards ceremony will be Saturday, the 23rd.

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 8:40 p.m.

Meeting adjourned

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Police Department

Issue

Proclamation - National Police Week

Summary

In 1962, President John F. Kennedy declared May 15 as Peace Officers Memorial Day, and the week in which it falls as National Police Week. We would like to recognize our law enforcement officers that serve the Town with a proclamation which recognizes National Police Week.

Attachments

Proclamation

Recommendations

Read and present Proclamation



PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Vinton Police Department play an essential role in safeguarding the rights and freedoms of the citizens of the Town of Vinton; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Vinton Police Department has grown to be a modern and scientific law enforcement agency and provides a vital public service.

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 May 15, 2016 to May 21, 2016, as **"NATIONAL POLICE WEEK"** in the Town of Vinton and call upon all citizens of the Town of Vinton and surrounding areas that are served by the Vinton Police Department to observe this week and to join Town Council in recognizing officers for their faithful and loyal devotion to duty and dedicated service to their community.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 3rd day of May, 2016.

Bradley E. Grose, Mayor



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Public Works

Issue

Proclamation - Public Works Week

Summary

The **American Public Works Association** advocates the recognition and celebration of Public Works Week in all cities, counties, and towns across the U.S.

This year marks the fifty-sixth year of celebration. The Week calls attention to the importance of public works in community life. Well maintained infrastructure, streets, stormwater collection, water distribution, wastewater collection, traffic signals & signage; and effective services such as administration, snow removal, refuse collection, recycling, automotive & construction equipment maintenance are all vital to neighborhood quality of life and to the economic well being of the Town.

The Week seeks to enhance the prestige of the often-unsung heroes of our society-the professionals, who serve the public good every day, and often at night and on weekends, under all weather conditions with quiet dedication.

The theme of this year's celebration is, "**Public Works Always There**" This theme speaks to the pervasiveness of public works. Our community, 8,000 in the Town and another 5,000 in the East Roanoke County utility service area depends on the men and women of the public works profession who are always there and always ready to serve and support the quality of everyday life. Traditionally, the week is recognized by proclamations from the U. S. Senate, U.S. House, and Governor of Virginia. This will be the tenth year of celebration in the Town of Vinton.

Attachments

Proclamation

Recommendations

Read and present Proclamation



PROCLAMATION

WHEREAS, Public Works services provided in the Town are an integral part of our citizens, institutions, businesses, and industries everyday lives and well-being; and

WHEREAS, public support of the importance of effective and efficient Public Works services such as street maintenance, sidewalk repair, solid waste collection, recycling, traffic signal & sign maintenance, snow & ice removal, stormwater collection, water production & distribution, and wastewater collection improves morale and performance of Public Works staff; and

WHEREAS, the health, safety, economic growth, and quality of life in our Town greatly depend on these vital Public Works services; and

WHEREAS, Public Works staff also provide critical response capabilities, experience, and support in times of emergency; and

WHEREAS, the efficiency of the qualified and dedicated people who staff Public Works is positively influenced by the citizens' attitude and understanding of the important services the staff provides.

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 May 15, 2016 to May 21, 2016 as **"PUBLIC WORKS WEEK"** in the Town of Vinton.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 3rd day of May, 2016.

Bradley E. Grose, Mayor



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Fire

Issue

Proclamation - National Emergency Medical Services Week

Summary

National Emergency Medical Services Week urges our citizens to recognize the value and accomplishments of all of our Emergency Services personnel and to support the many public safety activities and efforts of the Town's emergency services.

Attachment

Proclamation

Recommendations

Read and present Proclamation



PROCLAMATION

WHEREAS, this is the 42nd anniversary of National Emergency Medical Services Week and this year's theme is "EMS Strong: Called to Care"; and

WHEREAS, 2016 also marks the 50th anniversary of the ground breaking whitepaper, *Accidental Death and Disability: The Neglected Disease of Modern Society* that was released by the National Academy of Sciences in 1966. This document assessed the mortality and injury rate among the population during a time in which the number of citizens kill on the nation's roadways and highways was near epic proportions. This document is credited for the birth of modern EMS; and

WHEREAS, fifty years ago, the medical community recognized the importance and need for a pre-hospital emergency medical system; and

WHEREAS, National EMS Week helps to celebrate 50 years of assisting EMS with "Answering the Call"; and

WHEREAS, EMS is often the first line of defense for medical emergencies with 64% of the time used for serious medical emergencies such as strokes; and

WHEREAS, for the members of the Emergency Medical Services teams, every call brings a new opportunity to make a difference. A chance to put years of training and education into good use. Sometimes, it can mean the difference between life and death or it's as simple as providing comfort to a patient; and

WHEREAS, the Town of Vinton is devoted to ensuring the safety and security of all those citizens living in and visiting our town; and

WHEREAS, the members of Emergency Medical Services teams, whether career or volunteer, partake in thousands of hours of specialized training and continuing education to develop their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of Emergency Medical Service Community by designating National Emergency Medical Services Week.

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 May 15, 2016 to May 21, 2016 as "**NATIONAL EMERGENCY MEDICAL SERVICES WEEK**" in the Town of Vinton and I urge all the people of the Town of Vinton to support the many public safety activities and efforts of the Town's emergency services.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 3rd day of May, 2016.

Bradley E. Grose, Mayor



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Planning and Zoning

Issue

Consider adoption of an Ordinance amending Section 86-287, Itinerant Vendors Generally; Tax Rate of Article VIII, License, Chapter 86, Taxation of the Vinton Town Code.

Summary

Town Staff has received complaints from food truck operators stating that the Town's current flat fee of \$500.00 for itinerant vendors is cost prohibitive, and it is also now considerably higher than most localities. Both the City of Roanoke and County of Roanoke have recently changed their itinerant vendor license tax for mobile food vendors, from \$500.00 to \$75.00 in the City, and from \$500.00 to \$50.00 in the County.

At the direction of Town Council; the Planning Commission was briefed on this proposed amendment by Staff during its work session on February 25, 2016. Additionally, the Planning Commission also held a work session on March 24, 2016, to discuss mobile food vending. At that meeting, the Planning Commission recommended the following solution: Reduce the current itinerant vendor fee for mobile food vendors from \$500.00 to \$50.00. Along with the fee reduction they also recommended that the Town follow the existing policy; which allows mobile food vendors to operate in commercially zoned districts with property owners' permission; during special events in public spaces and within the Town's public right-of-ways; and by non-profit organizations during fund-raising events with property owners' permission.

The usage of public space is governed by a different section of the Town Code. Usage of public spaces, streets and sidewalks is a policy consideration that may warrant future consideration by the Town Council, Planning Commission and Town Administration.

Attachments

1. Mobile Food Unit/Food Truck Policy and License Information
2. Mobile Food Unit/Food Truck Property Use Permission Form
3. Ordinance

Recommendation

Motion to adopt Ordinance



Town of Vinton

311 S. Pollard Street, Vinton, VA 24179

Phone (540) 983-0605

Fax (540) 983-0621

MOBILE FOOD UNIT POLICY AND LICENSE INFORMATION

A Mobile Food Unit is defined as: A readily movable wheeled cart, trailer, or vehicle designed and equipped for the preparing, serving, and/or selling of food and operated at temporary locations. This shall include both food trucks and food carts.

- (1) The Itinerant Vendor License Fee for a Mobile Food Unit shall be set at \$50.00 per calendar year (January through December). In addition to the Itinerant Vendor License Fee, Mobile Food Units are also required to pay Prepared Food and Beverage Tax to the Town of Vinton per the set payment schedule, as well as Sales Tax and litter tax, to the state of Virginia.
- (2) The License Fee for Mobile Food Units who are conducting business solely at a festival, parade or other special event in the town shall pay \$25 per day for each day of the festival, parade or special event. In addition to the License Fee, Mobile Food Units are required to pay Prepared Food and Beverage Tax to the Town of Vinton per the set payment schedule, as well as Sales Tax and litter tax to the state of Virginia.
- (3) Mobile Food Units will be allowed to vend only on commercially zoned properties (GB, CB, MUD, M-1, or M-2). Mobile Food Units will not be allowed to vend on any residentially zoned properties except those owned by the Town of Vinton or other government entities with written permission from the Town Administration. Mobile Food Units must have written permission from entity who owns the property.
- (4) Mobile Food Units will be allowed to vend during special events on Town-owned properties including public Right-of-Ways during festivals, and at non-profit fundraising events in commercially zoned areas. An Itinerant Vendor License Fee must be paid prior to vending at the event. Prepared Food and Beverage Taxes to be paid to the Town of Vinton per the set payment schedule, as well as Sales Tax, litter tax to the state of Virginia, with the exception of those who hold a 501c3 status. Proof of the 501c3 status must be provided to the Town at the time of application for the license.
- (5) Mobile Food Units are required to report the exact dates and locations where they expect to vend within the Town on the Itinerant Vendor License Application so that the Prepared Food and Beverage Tax collection can be tracked by the Treasurer's Office.
- (6) Mobile Food Units will not be required to meet prescribed setbacks for the districts in which they intend to vend; however, they must setup in a manner that avoids any site visibility issues along streets or in parking areas for drivers or pedestrians.

- (7) Mobile Food Units are allowed to vend on public streets or sidewalks so long as the license requirements are met, permission is obtained and so long as the unit is legally parked in an on-street parking space and is not impeding pedestrian or vehicular traffic. At no time shall seating areas for Mobile Food Units be allowed on public streets or sidewalks.
- (8) Mobile Food Units will not be allowed to setup and vend along a public street or right-of-way directly in front of an established, permanent restaurant at any time.
- (9) Written permission must be obtained from the property owner to setup a Mobile Food Unit on a private property. A copy of the permission must be presented with the Itinerant Vendor License Application.
- (10) Mobile Food Units must comply with all Town of Vinton Noise Ordinance regulations as prescribed by the Vinton Town Code. A copy of the Noise Ordinance can be furnished upon request.
- (11) Trash collection and disposal within a 20 foot radius of the Mobile Food Unit is the responsibility of the Mobile Food Unit proprietor. The town will not provide trash removal services to a Mobile Food Unit. If the trash is not properly disposed of, responsibility for cleanup will be relegated to the owner of the property on which the Mobile Food Unit was located.
- (12) Proper wastewater disposal shall be the responsibility of the Mobile Food Unit proprietor. At no time shall wastewater be discharged onto a parking lot, grassy area, or into a storm drain.
- (13) Any violations of the trash and wastewater disposal requirements may result in the revocation of the Itinerant Vendor License by the Town Manager.
- (14) A Mobile Food Unit will be allowed to display an unlimited number of signs permanently attached flat to the sides of the unit.
- (15) At no time shall any electronic signs flash or change messages more frequently than every 5 seconds. Signs must not cause a distraction to operators of vehicles.
- (16) One sandwich board (A-Frame) sign shall be allowed for each Mobile Food Unit. Sandwich board signs shall not be greater than 4 feet in height or 2.5 feet in width. Sandwich board signs must be anchored to the ground immediately adjacent to the unit and must not cause any sight visibility issues for drivers or pedestrians. Sandwich boards signs shall not project over any portion of a street nor shall they obstruct any sidewalk to less than 4 feet in width.
- (17) A valid Virginia Department of Health permit shall be on prominent display at all times during the operation of the Mobile Food Unit. A copy of this permit shall also be provided to the town at the time of application for the Vinton Itinerant Vendor License.
- (18) A valid Town of Vinton Itinerant Vendor License shall be on prominent display at all times during the operation of the Mobile Food Unit.



THE TOWN OF
VINTON
VIRGINIA

TOWN OF VINTON

311 S. POLLARD STREET
VINTON, VIRGINIA 24179

PHONE (540) 983-0608
FAX (540) 985-3105

Barry W. Thompson
Finance Director/Treasurer

Mobile Food Vendor/Food Truck Property Use Permission

Date of Request: _____ Vending Dates: _____ to _____

Vinton Business License Number: _____

Health Department Food Facility Permit: _____ Expires: _____

Property Owner Name: _____

Property Address: _____

Zoning District: _____

Property Owner Mailing Address: _____

Telephone: _____ E-Mail: _____

Grants Permission to:

Applicant Name: _____

Applicant Mailing Address: _____

Telephone: _____ E-Mail: _____

To set up a: Truck Trailer Cart Booth Non Food

For the Purpose of: _____

Property Owner Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

ORDINANCE NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, MAY 3, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

AN ORDINANCE AMENDING SECTION 86-287. ITINERANT VENDORS GENERALLY; TAX RATE OF ARTICLE VIII. LICENSE, CHAPTER 86. TAXATION OF THE TOWN OF VINTON CODE BY REDUCING THE LICENSE TAX FOR THIS CATEGORY OF PERSONS AND BUSINESSES.

WHEREAS, in recent years, the number of mobile food vendors/food trucks has increased significantly nationally, as well as regionally; and

WHEREAS, the Vinton Town Council finds that reducing the business license tax for a growing and new classification of businesses known as mobile food vendors/food trucks, which are currently classified as “itinerant vendors”, would promote economic development in the Town of Vinton; and

WHEREAS, reducing the business license for this classification of businesses would encourage the entrepreneurial development of small businesses in the Town of Vinton; and

WHEREAS, reducing this license tax for mobile food vendors/food trucks from a maximum of \$500.00 in any one (1) year to a maximum of \$50.00 in any one (1) year would be consistent with neighboring jurisdictions; and

WHEREAS, the Planning Commission was briefed by Vinton Planning and Zoning Staff on this proposal at its meeting on February 25, 2016, and

WHEREAS, the Planning Commission held a work session on mobile food vendors/food trucks on March 24, 2016; and

WHEREAS, the Planning Commission recommended that the tax be reduced to \$50.00 for mobile food vendors/food trucks using the Town’s current policy to regulate them; and

WHEREAS, the Vinton Town Council held a work session on mobile food vendors/food trucks on April 19, 2016, about the proposed reduction of the itinerant vendor business license tax for mobile food vendors/food trucks.

NOW, THEREFORE, BE IT ORDAINED that the Vinton Town Council does hereby amend Section 86-287 Itinerant Vendors Generally; tax rate of Article VIII. License, Chapter 86. Taxation of the Vinton Town Code.

* * *

Sec. 86-287. - Itinerant vendors generally; tax rate.

- (a) *Itinerant vendor defined.* An itinerant vendor means any person who engages in, does or transacts any temporary or transient business in the town, and who for the purpose of carrying on such business occupies any location for a period of less than one year.
- (b) *License display.* A license certificate must be prominently displayed by an itinerant vendor.
- (c) *Tax rates enumerated.* License tax rates shall be as follows:
- (1) Itinerant vendors of family supplies of a perishable nature or which are used for heating purposes (meals from food trucks/carts, produce, fruits, meats, seafood, perishable food, ice cream, sandwiches, beverages, vegetables, flowers, plants, ice, wood, coal, etc.): ~~\$250.00 per month or fraction thereof~~ \$50.00 per year.
 - (2) Itinerant vendors of general merchandise (not household supplies of a perishable nature, or supplies used for heating purposes as previously described): \$500.00 per ~~month~~ year or fraction thereof.
 - (3) In no event shall the tax rates specified in subsections (c)(1) and (c)(2) of this section exceed cumulatively \$50.00 or \$500.00 per year, respectively.
 - (4) For purposes of this section, “family supplies of a perishable nature” shall include meals from food truck and carts, produce, fruits, meats, seafood, perishable food, ice cream, sandwiches, beverages, vegetables, flowers, plants, ice, milk, butter, eggs, poultry, game, or other farm products. All other products, except ice, wood, or charcoal shall be considered “general merchandise”. Prior to the issuance of any business license to an itinerant merchant of family supplies of a perishable nature, the applicant shall provide proof of any required permit or license from the Health Department.
- (d) *Exemptions.* Any person licensed to operate in the Vinton Farmer's Market shall be exempt from the provisions of this section; provided, however, that any activities outside the Vinton Farmer's Market within the town shall be subject to licensure under the provisions of this section or other sections of this article.
- (e) *License fee.* An itinerant vendor wishing to conduct business at a festival, parade or other special event in the town shall purchase a license for \$25.00 per day.

(f) *Application of section provisions.* This section shall not apply to any person who holds more than two garage or yard sales within any 12-month period, provided that such sale shall be held upon residential property and shall offer for sale only used household or personal goods owned by the seller or his immediate family.

* * *

BE IT FURTHER ORDAINED, that this Ordinance shall become effective upon its adoption.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Finance

Issue

Briefing on the advance refunding of Series 2006 callable Bonds and advance refunding of Series 2007 Callable Bonds

Summary

The Town has been working with VML/VACO Financing on the issuing of Refunding Bonds Series 2016A and 2016B for the advance refunding of Series 2006 Callable Bonds in the amount of \$655,000 with interest rates of 5.00% to 5.25% and the advance refunding of Series 2007 Callable Bonds in the amount of \$1,595,000 with an interest rate of 5.00%.

The 2006 Callable Bonds, originally were issued to finance the costs of the construction of the Public Safety Building and to expand and renovate the Vinton War Memorial. The security pledge on this issue was a general obligation bond. The total Debt Savings for the Series 2006 Issue is \$94,888 or an average annual debt service savings of \$8,626. This would now be known as the 2016A Bond.

The 2007 Callable Bonds, originally issued to finance the cost of capital improvements to the water and sewer system. The security pledge on this issue were the Water and Sewer Revenues. The total Debt Savings for the Series 2007 is \$172,109 or an average annual debt service savings of \$14,342. This would now be known as the 2016B Bond.

The new bonds of as follows:	2016A	\$ 698,000
	2016B	<u>\$1,791,000</u>
		2,489,000

The Bonds will be Tax-Exempt and Bank Qualified with a rate of 2.05%. Tentative closing will be the end of May 2016.

The interest payments will be semi-annually on February 1 and August 1 each year, commencing August 1, 2016. Principal payments will be due on the 2016A on February 1 each year commencing February 1, 2017 and the 2016B will be annually commencing on August 1, 2016. Final maturity will be February 1, 2027 on the 2016A and August 1, 2027 on the 2016B.

VML/VACo Finance will be available at the May 3, 2016 Council meeting to present the bid analysis and answer any questions.

Attachments

VML/VACo Bid Analysis

Recommendations

No action required



VML/VACo Finance - Fixed Rate Loan Program
Town of Vinton, Virginia
Refunding Bonds, Series 2016A and 2016B

Advance Refunding of Series 2006 Callable Bonds
and
Advance Refunding of Series 2007 Callable Bonds

Bid Analysis

April 14, 2016



VML/VACo Finance - Fixed Rate Loan Program
 Town of Vinton, Virginia
 Refunding Bonds, Series 2016A and 2016B
 Advance Refunding of Series 2006 and Series 2007 Callable Bonds

Summary of Refunded Bonds

	<u>Series 2006</u>	<u>Series 2007</u>
Outstanding Par of Callable Bonds	\$655,000	\$1,595,000
Interest Rates	5.00% to 5.25%	5.00%
Optional Call Date	2/1/2017	8/1/2018
Optional Call Price	100%	100%

Summary of Debt Service Savings

Total Debt Service Savings	\$94,888	\$172,109
Net Present Value Savings	\$83,915	\$150,523
Net PV Savings as % of Refunded Par	12.81%	9.44%
Average Annual Debt Service Savings	\$8,626	\$14,342



VML/VACo Finance - Fixed Rate Loan Program
 Town of Vinton, Virginia
 Refunding Bonds, Series 2016A and 2016B
Advance Refunding of Series 2006 and Series 2007 Callable Bonds

Summary of Preliminary Financing Terms and Assumptions

Program	VML/VACo Fixed Rate Loan Program
Bank (determined through competitive bidding process)	Carter Bank and Trust
Borrower	Town of Vinton, Virginia
Security Pledge	1) General Obligation 2) Water and Sewer Revenue
Purpose	2016A: Advance Refunding of Series 2006 Callable Bonds, originally issued to finance the costs of renovations and construction of an addition to the Public Safety Building, and to expand and renovate the Vinton War Memorial 2016B: Advance Refunding of Series 2007 Callable Bonds, originally issued to finance the cost of capital improvements to the water and sewer system
Par Amount	\$698,000 - 2016A (Refi of Series 2006) <u>\$1,791,000</u> - 2016B (Refi of Series 2007) \$2,489,000
Tax-Exempt/Taxable	Tax-Exempt
Bank Qualified/Non-BQ	Bank Qualified
Interest Rate	2.05%
Tentative Closing Date	May 18, 2016



VML/VACo Finance - Fixed Rate Loan Program

Town of Vinton, Virginia

Refunding Bonds, Series 2016A and 2016B

Advance Refunding of Series 2006 and Series 2007 Callable Bonds

Summary of Preliminary Financing Terms and Assumptions

Interest Payment Due	Semi-annually, in arrears, on February 1 and August 1 each year, commencing August 1, 2016
Principal Payments Due	2016A: Annually, on February 1 each year, commencing February 1, 2017 2016B: Annually, on August 1 each year, commencing August 1, 2016
Amortization	Fully amortizing to achieve level annual debt service savings.
Final Maturity	2016A: February 1, 2027 2016B: August 1, 2027



VML/VACo Finance - Fixed Rate Loan Program
 Town of Vinton, Virginia
 Refunding Bonds, Series 2016A and 2016B
 Advance Refunding of Series 2006 and Series 2007 Callable Bonds

Preliminary

Estimated Sources & Uses of Funds

Sources of Funds:	Series 2016A (Refi of Series 2006)	Series 2016B (Refi of Series 2007)	Total
VML/VACo Fixed Rate Loan, 2016	<u>698,000.00</u>	<u>1,791,000.00</u>	<u>2,489,000.00</u>
Total Sources of Funds	<u><u>698,000.00</u></u>	<u><u>1,791,000.00</u></u>	<u><u>2,489,000.00</u></u>
Uses of Funds:			
Costs of Investment Escrow	686,159.00	1,765,601.00	2,451,760.00
Cash Deposit to Escrow	2.81	1.87	4.68
Estimated Costs of Issuance ¹	13,167.00	28,175.00	41,342.00
Less VLGFC Grant ²	<u>(1,500.00)</u>	<u>(3,500.00)</u>	(5,000.00)
Estimated Costs of Issuance, Net	11,667.00	24,675.00	36,342.00
Contingency	<u>171.19</u>	<u>722.13</u>	<u>893.32</u>
Total Uses of Funds	<u><u>698,000.00</u></u>	<u><u>1,791,000.00</u></u>	<u><u>2,489,000.00</u></u>

¹ Includes Bond Counsel, Verification Agent, Escrow Agent, Program Administration and miscellaneous expenses.

² Virginia Local Government Finance Corporation (VLGFC) has approved a \$5,000 grant for borrowers in the Fixed Rate Loan Program. The grant may be applied toward costs of issuance (as assumed in this analysis) or for any other purpose.

Preliminary

VML/VACo Finance

Town of Vinton, Virginia

General Obligation Refunding Bond, Series 2016A

Advance Refunding of Series 2006 Callable Bonds @ 2.05%

Debt Service Comparison

Part 1 of 2

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings	Fiscal Total
05/18/2016	-	-	-	-	-	-
08/01/2016	2,901.55	1,000.00	3,901.55	17,581.25	13,679.70	-
02/01/2017	22,154.50	51,000.00	73,154.50	67,581.25	(5,573.25)	-
06/30/2017	-	-	-	-	-	8,106.45
08/01/2017	7,000.75	-	7,000.75	16,581.25	9,580.50	-
02/01/2018	68,000.75	-	68,000.75	66,581.25	(1,419.50)	-
06/30/2018	-	-	-	-	-	8,161.00
08/01/2018	6,375.50	-	6,375.50	15,268.75	8,893.25	-
02/01/2019	70,375.50	-	70,375.50	70,268.75	(106.75)	-
06/30/2019	-	-	-	-	-	8,786.50
08/01/2019	5,719.50	-	5,719.50	13,825.00	8,105.50	-
02/01/2020	73,719.50	-	73,719.50	73,825.00	105.50	-
06/30/2020	-	-	-	-	-	8,211.00
08/01/2020	5,022.50	-	5,022.50	12,250.00	7,227.50	-
02/01/2021	71,022.50	-	71,022.50	72,250.00	1,227.50	-
06/30/2021	-	-	-	-	-	8,455.00
08/01/2021	4,346.00	-	4,346.00	10,750.00	6,404.00	-
02/01/2022	73,346.00	-	73,346.00	75,750.00	2,404.00	-
06/30/2022	-	-	-	-	-	8,808.00
08/01/2022	3,638.75	-	3,638.75	9,125.00	5,486.25	-
02/01/2023	70,638.75	-	70,638.75	74,125.00	3,486.25	-
06/30/2023	-	-	-	-	-	8,972.50
08/01/2023	2,952.00	-	2,952.00	7,500.00	4,548.00	-
02/01/2024	72,952.00	-	72,952.00	77,500.00	4,548.00	-
06/30/2024	-	-	-	-	-	9,096.00
08/01/2024	2,234.50	-	2,234.50	5,750.00	3,515.50	-
02/01/2025	75,234.50	-	75,234.50	80,750.00	5,515.50	-
06/30/2025	-	-	-	-	-	9,031.00
08/01/2025	1,486.25	-	1,486.25	3,875.00	2,388.75	-
02/01/2026	72,486.25	-	72,486.25	78,875.00	6,388.75	-
06/30/2026	-	-	-	-	-	8,777.50
08/01/2026	758.50	-	758.50	2,000.00	1,241.50	-
02/01/2027	74,758.50	-	74,758.50	82,000.00	7,241.50	-
06/30/2027	-	-	-	-	-	8,483.00
Total	\$787,124.55	\$52,000.00	\$839,124.55	\$934,012.50	\$94,887.95	-

VML/VACo Finance

Leading Provider of Financial Services to Virginia Local Governments

Preliminary

VML/VACo Finance

Town of Vinton, Virginia

General Obligation Refunding Bond, Series 2016A

Advance Refunding of Series 2006 Callable Bonds @ 2.05%

Debt Service Comparison

Part 2 of 2

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	83,743.78
Net PV Cashflow Savings @ 2.383%(AIC)	83,743.78
Contingency or Rounding Amount	171.19
Net Present Value Benefit	\$83,914.97
Net PV Benefit / \$655,000 Refunded Principal	12.811%
Net PV Benefit / \$698,000 Refunding Principal	12.022%

Refunding Bond Information

Refunding Dated Date	5/18/2016
Refunding Delivery Date	5/18/2016

Preliminary

VML/VACo Finance

Town of Vinton, Virginia

Water & Sewer Revenue Refunding Bond, Series 2016B

Advance Refunding of Series 2007 Callable Bonds @ 2.05%

Debt Service Comparison

Part 1 of 2

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings	Fiscal Total
05/18/2016	-	-	-	-	-	-
08/01/2016	47,445.09	132,800.00	180,245.09	172,675.00	(7,570.09)	-
02/01/2017	17,947.75	5,300.00	23,247.75	45,175.00	21,927.25	-
06/30/2017	-	-	-	-	-	14,357.16
08/01/2017	47,947.75	135,300.00	183,247.75	175,175.00	(8,072.75)	-
02/01/2018	17,640.25	2,700.00	20,340.25	42,575.00	22,234.75	-
06/30/2018	-	-	-	-	-	14,162.00
08/01/2018	47,640.25	137,700.00	185,340.25	177,575.00	(7,765.25)	-
02/01/2019	17,332.75	-	17,332.75	39,875.00	22,542.25	-
06/30/2019	-	-	-	-	-	14,777.00
08/01/2019	191,332.75	-	191,332.75	184,875.00	(6,457.75)	-
02/01/2020	15,549.25	-	15,549.25	36,250.00	20,700.75	-
06/30/2020	-	-	-	-	-	14,243.00
08/01/2020	190,549.25	-	190,549.25	186,250.00	(4,299.25)	-
02/01/2021	13,755.50	-	13,755.50	32,500.00	18,744.50	-
06/30/2021	-	-	-	-	-	14,445.25
08/01/2021	194,755.50	-	194,755.50	192,500.00	(2,255.50)	-
02/01/2022	11,900.25	-	11,900.25	28,500.00	16,599.75	-
06/30/2022	-	-	-	-	-	14,344.25
08/01/2022	193,900.25	-	193,900.25	193,500.00	(400.25)	-
02/01/2023	10,034.75	-	10,034.75	24,375.00	14,340.25	-
06/30/2023	-	-	-	-	-	13,940.00
08/01/2023	197,034.75	-	197,034.75	199,375.00	2,340.25	-
02/01/2024	8,118.00	-	8,118.00	20,000.00	11,882.00	-
06/30/2024	-	-	-	-	-	14,222.25
08/01/2024	200,118.00	-	200,118.00	205,000.00	4,882.00	-
02/01/2025	6,150.00	-	6,150.00	15,375.00	9,225.00	-
06/30/2025	-	-	-	-	-	14,107.00
08/01/2025	202,150.00	-	202,150.00	210,375.00	8,225.00	-
02/01/2026	4,141.00	-	4,141.00	10,500.00	6,359.00	-
06/30/2026	-	-	-	-	-	14,584.00
08/01/2026	204,141.00	-	204,141.00	215,500.00	11,359.00	-
02/01/2027	2,091.00	-	2,091.00	5,375.00	3,284.00	-
06/30/2027	-	-	-	-	-	14,643.00
08/01/2027	206,091.00	-	206,091.00	220,375.00	14,284.00	-
06/30/2028	-	-	-	-	-	14,284.00
Total	\$2,047,766.09	\$413,800.00	\$2,461,566.09	\$2,633,675.00	\$172,108.91	-

VML/VACo Finance

Leading Provider of Financial Services to Virginia Local Governments

Preliminary

VML/VACo Finance

Town of Vinton, Virginia

Water & Sewer Revenue Refunding Bond, Series 2016B

Advance Refunding of Series 2007 Callable Bonds @ 2.05%

Debt Service Comparison

Part 2 of 2

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	149,801.21
Net PV Cashflow Savings @ 2.298%(AIC)	149,801.21
Contingency or Rounding Amount	722.13
Net Present Value Benefit	\$150,523.34
Net PV Benefit / \$1,595,000 Refunded Principal	9.437%
Net PV Benefit / \$1,791,000 Refunding Principal	8.404%

Refunding Bond Information

Refunding Dated Date	5/18/2016
Refunding Delivery Date	5/18/2016



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Planning and Zoning

Issue

Briefing on the Virginia Department of Transportation's (VDOT) request for the Town of Vinton to execute the Programmatic Project Administration Agreement (PPAA) Extension Addendum for Glade Creek Greenway Phase 1 Revenue Sharing Project.

Summary

On April 12, 2016, Staff received an email from Jay Guy, Program Manager with the VDOT Salem District Office informing Staff that the Town of Vinton's Glade Creek Greenway Phase 1 PPAA will be expiring on June 30, 2016. In order to continue with the current agreement for the Project, and to keep all appendices as part of the PPAA, the Town can opt to sign an extension addendum. In doing so, the PPAA will remain in effect until June 30, 2019 (FY 2019). If the Town opts to not sign the PPAA extension addendum, a new agreement with appendices for Glade Creek Greenway Phase 1 Project, which is part of the PPAA, will be required by the end of June 2016.

In opting for the three year extension, the attached PPAA Extension Addendum must be signed by the Town's authorized personnel, and the three original signed PPAA forms must be returned to Mr. Guy by May 20, 2016. This is to ensure that VDOT will have ample time to get everything executed so there is no lapse in the agreement. Additionally, due to a recent VDOT requirement, each locality, by resolution, must provide assurance of its commitment to funding the Project and in meeting its financial obligation under the Program. Also, VDOT is requesting that, in that same resolution, the locality provides its designation of signature authority, so that there is no question regarding commitment of funds and signature authority.

Attachments

Existing Glade Creek Greenway Phase 1 PPAA, Appendices A and A2, Appendices B and B2.

Recommendation

No action required

PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
Revenue Sharing Projects

THIS AGREEMENT, made and executed in triplicate this 30th day of July, 2013, by and between the Town of Vinton, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY may, in accordance with §33.1-23.05 of the *Code of Virginia* (1950), as amended (the *Code*), and Commonwealth Transportation Board (CTB) policy, submit application(s) for Revenue Sharing funding and may also administer projects approved for Revenue Sharing funding by the CTB; and

WHEREAS, Appendix A documents the funding allocated to each Project and shall be developed and included as an attachment to this agreement. Such attachment may be amended, revised or removed or an additional Appendix A may be added as additional projects or funding is approved by the CTB and allocated to the LOCALITY to finance the Project(s) within the term of this Agreement without the need to execute an additional project administration agreement; and

WHEREAS, current and future projects approved for Revenue Sharing funding by the CTB within the term of this agreement and subject to the terms and conditions specified herein shall be identified on a list which will be included as an attachment to this Agreement as Appendix B. Such attachment may be amended as additional projects are approved by the CTB and shall be signed by an authorized LOCALITY and VDOT official, without the need to execute an additional project administration agreement. If any active project with an existing agreement is incorporated herein, the original project agreement shall automatically terminate upon inclusion in this programmatic agreement of an updated Appendix A and an amended Appendix B to reflect that project; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in the attachments in accordance with applicable federal, state and local laws and regulations and that the locality will certify compliance with those laws and regulations as prescribed by the Department.

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

1. This agreement shall be effective for an initial period of THREE fiscal years and may be extended by an addendum signed by each party for one additional term of THREE fiscal years unless a change in policy or the *Code* necessitates a change in terms and conditions before the term of this agreement shall have passed. This Agreement shall NOT extend beyond SIX fiscal years. In the event that a new agreement becomes necessary during the life of this Agreement, Appendix A and Appendix B may be incorporated within the new approved agreement upon mutual agreement by both parties.

2. The LOCALITY shall:
- a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown on the Appendix B and on the respective Project's Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive individual prior written authorization from the DEPARTMENT to proceed with each project.
 - c. Administer the Project(s) in accordance with guidelines applicable to state funded Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the State Certification Form for State aid projects or in another manner as prescribed by the DEPARTMENT for each project included in Appendix B.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.
 - f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date Project summary and schedule tracking payment requests and adjustments.
 - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the *Code*, or other applicable provisions of state law or regulations require such reimbursement.
 - h. Pay the DEPARTMENT the LOCALITY's matching funds for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 3.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill these obligations may result in the forfeiture of state-aid reimbursements. DEPARTMENT and LOCALITY staffs will work together to cooperatively resolve any issues that are identified so as to avoid any forfeiture of state-aid funds.

- j. If legal services other than those provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - k. For projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
3. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
4. Appendix A identifies the specific funding sources for each Project under this Agreement, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
5. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the *Code*.
6. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project under this agreement is anticipated to exceed the allocation shown for such Project on the respective Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however

the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

7. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
8. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
9. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
10. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 2.f, 2.g, and 3.b, subject to the limitations established in this Agreement and Appendix A. Should the LOCALITY unilaterally cancel a project agreement, the LOCALITY shall reimburse the DEPARTMENT all state funds reimbursed and expended in support of the project, unless otherwise mutually agreed-upon prior to termination.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

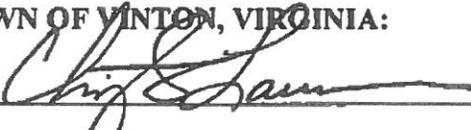
THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to any project, this agreement is no longer applicable to that project and the applicable Appendix A shall be removed from this agreement and the Standard Project Administration Agreement for Federal-aid Projects executed for that project.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

TOWN OF VINTON, VIRGINIA:



CHRISTOPHER S. LAWRENCE
Typed or printed name of signatory

TOWN MANAGER
Title

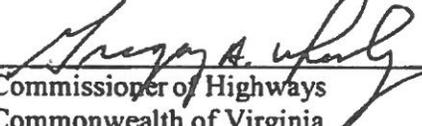
July 17, 2013
Date


Signature of Witness

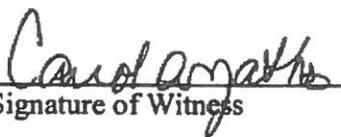
7/17/13
Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:


Commissioner of Highways
Commonwealth of Virginia
Department of Transportation

7/30/13
Date


Signature of Witness

7/30/13
Date

- Attachments**
Appendix A (for each project covered under this Agreement)
Appendix B (listing Project(s) covered under this Agreement)

Appendix A

Project Number: U000-149-R43 UPC: 104253 Locality: Town of Vinton

Project Location ZIP+4:	Locality DUNS#	Locality Address (incl ZIP+4): 311 S. Pollard Street, Vinton, VA 24179
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Project Narrative

Scopes: Glade Creek Greenway
 From: Walnut Avenue
 To: Virginia Avenue

Locality Project Manager Contact Info: Anita McMillan (540) 863-5601
 Department Project Coordinator Contact Info: Michelle Caruthers, PE 540-387-5408

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$30,000	\$0	\$127,500	\$157,500
Estimated VDOT Project Expenses	\$2,500		\$2,000	\$4,500
Estimated Total Project Costs	\$32,500		\$129,500	\$162,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$32,500	Revenue Sharing	50%	\$16,250	\$16,250	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$32,500			\$16,250	\$16,250	
Right of Way & Utilities			0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$129,500	Revenue Sharing	50%	\$64,750	\$64,750	
Total CN	\$129,500			\$64,750	\$64,750	
Total Estimated Cost	\$162,000			\$81,000	\$81,000	\$76,500

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$81,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$76,500

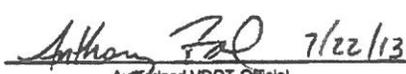
Project Financing					
Revenue Sharing State Match	Revenue Sharing Local Match				Aggregate Allocations (A+B+C+D+E+F)
\$81,000	\$81,000				\$162,000

Program and project specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual
- The project will be constructed and maintained in accordance with VDOT's Urban Manual
- This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.
- The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$81,000
- Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.
- In accordance with §33.1-23.05 of the Code of Virginia, this project must be initiated and at least a portion of the funds expended within one year of allocation. If not initiated by 06/19/2014 the project may be subject to deallocation.
- Revenue Sharing Funds above consist of the following Fiscal Years:
 - FY 14 - \$162,000 (\$81,000 locality and \$81,000 VDOT)
- Funds are not available until July 1 of the fiscal year in which they are allocated
- Total project allocations: \$162,000


 Authorized Locality Official and date

CHRISTOPHER S. LAWRENCE
 Typed or printed name of person signing

 7/22/13
 Authorized VDOT Official
 Recommendation and Date

Anthony Ford
 Typed or printed name of person signing

APPENDIX A2

Project Number: **U000-149-R43** UPC: **104253** Locality: **Town of Vinton**

Project Location ZIP+4: **24179** Locality DUNS#: **001574052** Locality Address (incl ZIP+4): **311 S. Pollard Street Vinton, VA 24179**

Project Narrative

Scope: **Glade Creek Greenway**

From: **Walnut Avenue**

To: **Virginia Avenue**

Locality Project Manager Contact Info: **Anita McMillan; (540) 983-0601 amcmillen@vintonva.gov**

Department Project Coordinator Contact Info: **Cheryl Becker; 540-387-6399 Cheryl.Becker@VDOT.Virginia.gov**

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$30,000	\$0	\$227,500	\$257,500
Estimated VDOT Project Expenses	\$2,500	\$0	\$2,000	\$4,500
Estimated Total Project Costs	\$32,500	\$0	\$229,500	\$262,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$32,500	Revenue Sharing	50%	\$16,250	\$16,250	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$32,500			\$16,250	\$16,250	
Right of Way & Utilities	\$0		0%	\$0	\$0	
				\$0	\$0	
Total RW	\$0			\$0	\$0	
Construction	\$229,500	Revenue Sharing	50%	\$114,750	\$114,750	
			0%	\$0	\$0	
Total CN	\$229,500			\$114,750	\$114,750	
Total Estimated Cost	\$262,000			\$131,000	\$131,000	\$128,500

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$131,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$128,500

Project Financing					
Revenue Sharing State Match	Revenue Sharing Local Match				Aggregate Allocations (A+B+C+D+E+F)
\$131,000	\$131,000				\$262,000

Program and project specific Funding Requirements

• This project shall be administered in accordance with VDOT's Locality Administered Projects Manual

• The project will be constructed and maintained in accordance with VDOT's: Urban Manual (List Appropriate Guide or Manual)

• This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.

• The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department.

• This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$131,000 (if applicable)

• Estimated eligible VDOT expenses are based on VDOT processing SERP (if applicable) and inspection. Any additional assistance may result in additional VDOT charges.

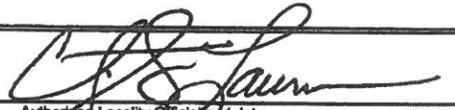
• This project is part of a Programmatic Project Administrative Agreement for Revenue Sharing Projects. Any revision to this Appendix A will also require a revision to the Appendix B that is part of the agreement.

• Revenue Sharing Funds above consist of the following Fiscal Years:

- FY 14 - \$162,000 (\$81,000 locality and \$81,000 VDOT)
- FY 16 - \$100,000 (\$50,000 locality and \$50,000 VDOT)

• Funds are not available until July 1 of the fiscal year in which they are allocated.

• Total project allocations: \$262,000


 Authorized Locality Official and date
CHRISTOPHER S. LAWRENCE
 Typed or printed name of person signing

 12/21/15
 Authorized VDOT Official
 Recommendation and Date
Jay Guy, Program Manager
 Typed or printed name of person signing



Town Council Agenda Summary

Meeting Date

May 3, 2016

Department

Planning and Zoning

Issue

Briefing on Botetourt County's request to join the Roanoke Valley Greenway Commission and the Amended and Restated Intergovernmental Agreement establishing the Roanoke Valley Greenway Commission to include Botetourt County.

Summary

The purpose of the Roanoke Valley Greenway Commission ("Greenway Commission") is to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley. Following completion of the 1995 Roanoke Valley Conceptual Greenway Plan, the Greenway Commission was formed in 1997, when the Cities of Roanoke and Salem, the County of Roanoke, and the Town of Vinton entered into an Intergovernmental Agreement. The Roanoke Valley Conceptual Greenway Plan was updated in 2007, and subsequently, the Intergovernmental Agreement was revised in 2008 and adopted by the Vinton Town Council on December 16, 2008 (Ordinance No. 875).

The Botetourt County Board of Supervisors adopted a resolution on October 27, 2015, requesting consideration of membership in the Greenway Commission, effective July 1, 2016. Connecting trails in Botetourt County to the Roanoke Valley Greenway network will enable citizens in the current member localities to access important outdoor recreational opportunities, such as U.S. Bike Route 76 and the Appalachian Trail, as well as various trails in the George Washington and Jefferson National Forests. Botetourt County has established its own Comprehensive Trail Plan and has been actively developing land and water trails to include the Greenfield Trail System, the Upper James River Water Trail, and the Daleville Greenway. Botetourt County has secured MAP-21/Transportation Alternatives Program funding from the Virginia Department of Transportation (VDOT) for the Daleville Greenway. Botetourt County would like to connect to existing trails at Carvins Cove and proposed trails such as the Tinker Creek Greenway.

The Amended and Restated Intergovernmental Agreement states that, “Additional participating localities may be added as parties to this Agreement upon unanimous approval of an amendment to this Agreement by the existing Participating Localities and upon adoption of an ordinance by the governing body of the locality requesting to be added.” The Greenway Commission passed a resolution on March 23, 2016, to forward Botetourt County’s request to join the Greenway Commission to the Participating Localities with a recommendation of approval.

Vinton’s representatives on the Greenway Commission (Matt Hare, Arthur LaRoche, Anita McMillan, and Janet Scheid) have been very involved in this process. Mr. LaRoche is the Town’s representative on the Executive Committee of the Greenway Commission. The proposed amendments to the Greenway Commission’s Amended and Restated Intergovernmental Agreement have been written in consultation with attorneys, including the Town Attorney, Theresa Fontana, and staff from each jurisdiction. In addition to adding Botetourt County to the document, proposed changes include:

- A Preamble establishing the intent of the Participating Localities;
- Removing the Western Virginia Land Trust specifically as a group to work closely with, and instead including the more general phrase “nonprofit organizations”;
- Updating the name of the Roanoke Valley Transportation Planning Organization;
- Simplifying the non-voting member language; and
- Adding the requirement that the Commission shall adopt an annual budget which reflects current practice.

It is requested and anticipated that each of the current participating localities adopt an ordinance approving Botetourt’s request to join the Roanoke Valley Greenway Commission by the end of the 2015-2016 Fiscal Year, so that the Greenway Commission could start the 2016-2017 Fiscal Year with Botetourt County as a member.

Attachments

1. A letter from the chairman of the Greenway Commission, explaining the request and the recommendation
2. Botetourt's resolution requesting admission
3. The Greenway Commission's resolution recommending approval
4. An amended Intergovernmental Agreement to add Botetourt, a redline version with changes tracked
5. The same amended Intergovernmental Agreement in a clean version, including all the changes

Recommendation

No action required



April 8, 2016

Mr. Barry W. Thompson
Interim Town Manager for Vinton
311 South Pollard St.
Vinton, VA 24179

Re: Request by Botetourt County to join the Greenway Commission

Dear Mr. Thompson:

Botetourt County has requested to join the Roanoke Valley Greenway Commission. This is exciting news and represents an important step in the growth of our greenway network, as well as recognition of the benefits of greenways to all the Valley's citizens. Connecting Botetourt to our greenways will enable citizens in the current member localities to access important recreational opportunities in Botetourt, such as the James River, Appalachian Trail, and various National Forest lands. It will also add to prominence of our greenway system, which is a major driver of economic development, and which has become part of the identity of our region.

The Greenway Commission has explored this proposal with previous and current staff from Botetourt and has discussed it at numerous meetings. Rather than just forwarding Botetourt's resolution to you, we felt that we should explore the ramifications of such an addition. We have done so, and at the March 23 meeting, the Commission unanimously passed a resolution to recommend approval of Botetourt's request.

Our current Intergovernmental Agreement states that, in order to add a new member, each existing member must pass an ordinance. Town Council took action approving that Agreement in 2008 with Ordinance #875. Approval of a new member requires unanimous approval from the existing members.

We have consulted with the attorneys from each jurisdiction and have drafted an updated version of the Intergovernmental Agreement to include Botetourt County. Changes are noted in the redline version, and a clean version is also attached. These changes include updates in names and deletion of the Land Trust as a voting member.

If we can be of further assistance, or can answer any questions, please do not hesitate to contact Liz Belcher, or myself. This is an important moment for greenways in the valley, and we look forward to working with you as we move forward into the future together.

Sincerely,

Benjamin W. Tripp, Chairman
Roanoke Valley Greenway Commission

Attachments:

Botetourt County's Resolution Requesting Membership
Roanoke Valley Greenway Commission Resolution Recommending Approval
Amended Intergovernmental Agreement, Redline Version
Amended Intergovernmental Agreement, Black Version

1206 KESSLER MILL ROAD

SALEM, VA 24153

540-777-6330

540-387-6146 (FAX)

lbelcher@roanokecountyva.gov

www.greenways.org



Botetourt County, Virginia

Board of Supervisors

1 West Main Street, No. 1
Fincastle, Virginia 24090
Phone (540) 473-8223
Fax (540) 473-8225

Board of Supervisors

Donald M. Scothorn
Chairman

L. W. Leffel, Jr.
Vice Chairman

Todd L. Dodson

Billy W. Martin, Sr.

John B. Williamson, III

The regular meeting of the Botetourt County Board of Supervisors was held on Tuesday, October 27, 2015, in Rooms 226-228 of the Greenfield Education and Training Center in Daleville, Virginia, beginning at 2:00 P. M.

PRESENT: Members: Dr. Donald M. Scothorn, Chairman
Mr. L. W. Leffel, Jr., Vice-Chairman
Mr. John B. Williamson, III
Mr. Billy W. Martin, Sr.
Mr. Todd L. Dodson

ABSENT: Members: None

On motion by Mr. Martin, seconded by Mr. Dodson, and carried by the following recorded vote, the Board adopted the following resolution in support for Botetourt County to be considered for membership into the Roanoke Valley Greenway Commission and authorized the Chairman of the Board of Supervisors to execute an Intergovernmental Agreement and any other associated documents, upon review and approval of the County Attorney, should the request to join the Commission be accepted.

AYES: Mr. Williamson, Mr. Dodson, Mr. Martin, Mr. Leffel, Dr. Scothorn

NAYS: None

ABSENT: None

ABSTAINING: None

WHEREAS, in 1997, the City of Roanoke, the City of Salem, the County of Roanoke and the Town of Vinton entered into an Intergovernmental Agreement establishing the Roanoke Valley Greenway Commission; and

WHEREAS, the purpose of the Roanoke Valley Greenway Commission is to promote and facilitate coordinated direction and guidance in the planning, development and maintenance of a system of greenways throughout the Roanoke Valley; and

WHEREAS, Botetourt County has recently established its own Comprehensive Trail Plan and has been actively developing various trails throughout the County to include the Greenfield Trail System, the Upper James River Water Trail, and the Daleville Greenway; and

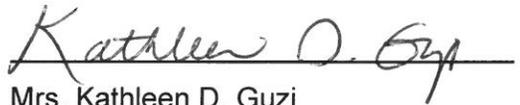
WHEREAS, many existing and nationally recognized trails exist in Botetourt County including Bike Route 76, the Appalachian Trail, and numerous multimodal trails throughout the George Washington and Jefferson National Forest; and

WHEREAS, Botetourt County would like to interconnect with existing trails within Carvin's Cove and existing and planned future greenways within the greater Roanoke Valley; and

NOW, THEREFORE, BE IT RESOLVED THAT, the Botetourt County Board of Supervisors hereby requests consideration for membership into the Roanoke Valley Greenway Commission as of July 1, 2016; and

NOW, THEREFORE LET IT BE FURTHER RESOLVED THAT, upon the existing four members of the Roanoke Valley Greenway Commission authorizing the acceptance of Botetourt County as a member, the Chairman of the Board of Supervisors is authorized to enter into an Intergovernmental Agreement upon such form as approved by the County Attorney.

A Copy TESTE:

A handwritten signature in cursive script, reading "Kathleen D. Guzi", written over a solid horizontal line.

Mrs. Kathleen D. Guzi
Botetourt County Administrator

AT A REGULAR MEETING OF THE ROANOKE VALLEY GREENWAY COMMISSION,

ROANOKE, VIRGINIA, March 23, 2016:

RESOLUTION 2016-03-001

RESOLUTION TO FORWARD BOTETOURT COUNTY'S REQUEST TO JOIN THE ROANOKE VALLEY GREENWAY COMMISSION TO THE MEMBER LOCALITIES, WITH A RECOMMENDATION OF APPROVAL

WHEREAS, the Roanoke Valley Greenway Commission ("Greenway Commission") was formed in 1997 to plan and support a network of greenways and trails throughout the member localities, and;

WHEREAS, since that time, much has been accomplished towards that goal, and greenways have become a defining part of our region's identity, and;

WHEREAS, Botetourt County has requested to join the Greenway Commission through an action of its governing body, and;

WHEREAS, the Intergovernmental Agreement which established the Greenway Commission states that a new member may join if unanimously approved through adoption of an ordinance by each of the current member localities, and;

WHEREAS, the Greenway Commission has thoroughly considered the matter and recommends to the localities that they support Botetourt County's request;

NOW THEREFORE BE IT RESOLVED: The Roanoke Valley Greenway Commission hereby forwards Botetourt County's request to the member localities for consideration and action by July 1, 2016, and

BE IT FURTHER RESOLVED: The Greenway Commission recommends that the member localities approve the request of Botetourt County to join the Greenway Commission.

Upon a call for an aye and a nay vote, the same stood as follows:

Aye 17
Nay 0

ATTEST:



Benjamin W. Tripp
Chairman

AMENDED AND RESTATED

REVISION

~~TO THE~~

INTERGOVERNMENTAL AGREEMENT

ESTABLISHING THE

ROANOKE VALLEY GREENWAY COMMISSION

AMENDED AND RESTATED
REVISION TO THE
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE ROANOKE VALLEY GREENWAY COMMISSION
~~December 2008~~ July 1, 2016

This Amended and Restated Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission is made as of this 1st day of July, 2016, by and among the City of Roanoke, Virginia, the City of Salem, Virginia, the Town of Vinton, Virginia, the County of Roanoke, Virginia, and the County of Botetourt, Virginia.

PREAMBLE

A. The City of Roanoke, the City of Salem, the Town of Vinton, and the County of Roanoke (“Original Participating Localities”) entered into an Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission in 1997 (“Intergovernmental Agreement”) and revised the Intergovernmental Agreement in 2008.

B. The Original Participating Localities desire to amend and restate the revised Intergovernmental Agreement to allow the County of Botetourt to join the Roanoke Valley Greenway Commission as a participating locality.

C. The Original Participating Localities and the County of Botetourt have submitted this Amended and Restated Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission (“Agreement”) to their governing boards for approval, and each locality has approved the Agreement in accordance with Section 15.2-1300, Code of Virginia (1950), as amended.

D. The Original Participating Localities and the County of Botetourt (collectively, the “Participating Localities”) agree that this Agreement shall amend, restate and replace the revised Intergovernmental Agreement.

1. PURPOSE

The purpose of the Roanoke Valley Greenway Commission (“Commission”) is to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley.

2. BENEFITS OF A GREENWAY SYSTEM

This greenway system, in which each greenway is owned and operated by the Participating Locality in which it is located, is intended to enhance the quality of life for Valley citizens and visitors and to:

- (a) Provide safe and efficient alternative transportation linkages among recreational sites, open spaces, residential areas, employment centers, educational and cultural facilities, and other activity centers;
- (b) Encourage citizen wellness and maintain environments which promote opportunities for recreation activities;
- (c) Protect environmental assets and retain beneficial ecological habitats;
- (d) Maintain a contiguous urban forest ecosystem to reduce community wide environmental problems such as excessive storm water runoff, air quality degradation, water pollution, and urban climate change;
- (e) Promote an appreciation for the Valley's natural, historical and cultural resources and its neighborhoods;
- (f) Protect and link significant remnants of the community's undeveloped open spaces, woodlands, and wetlands; and
- (g) Enhance the Valley's appearance to encourage tourism, promote economic development, and improve the living environment for residents.

3. EFFECTIVE DATE, ESTABLISHMENT OF COMMISSION, AND PARTIES TO THE AGREEMENT

This Agreement, and any amendments thereto, shall be effective, and the Commission shall be established, pursuant to §15.2-1300, Code of Virginia (1950), as amended, upon its execution pursuant to the authority of ordinances adopted by the governing bodies of each of the City of Roanoke, the City of Salem, the County of Roanoke, ~~and the Town of Vinton, and the County of Botetourt,~~ each herein being referred to as a "Pparticipating Llocality". Additional participating localities may be added as parties to this Agreement upon unanimous approval of an amendment to this Agreement through adoption of ordinances by the existing Pparticipating Llocalities and upon adoption of an ordinance by the governing body of the locality requesting to be added.

4. RESPONSIBILITIES AND DUTIES

The Commission shall have the following responsibilities and duties:

- (a) To study the needs of the Roanoke Valley and the desires of the Valley residents as expressed in the *Roanoke Valley Conceptual Greenway Plan*, dated December 1995, ~~and the 2007 Update to the Roanoke Valley Conceptual Greenway Plan,~~ and other Roanoke Valley Greenway Plan updates, as amended; to review these plans every five years and revise as necessary; and to encourage inclusion of a coordinated system of greenways into each Pparticipating Llocality's planning efforts;
- (b) To advise and inform the governing bodies and the citizens of the Valley of existing, planned, and potential opportunities for establishing greenways within the Valley;
- (c) To make recommendations to the governing bodies relative to desirable federal, state, and local legislation concerning greenway programs and related activities;
- (d) To investigate, recommend, and help solicit funding, grants, and/or donations of land, property or services from the Commonwealth of Virginia, the United States of America, their agencies, private citizens, corporations, institutions and others to promote, construct or maintain gGreenways within the Roanoke Valley;
- (e) To study and recommend uniform standards for the design and construction of greenways, including sign standards, to be employed Valley-wide;
- (f) To actively pursue and promote public/private partnerships, work closely with ~~the Western Virginia Land Trust and similar~~ nonprofit organizations, and facilitate cooperation among Valley governments in developing, constructing, and maintaining a system of greenways throughout the Valley;
- (g) To coordinate the efforts of the federal, state and local jurisdictions in the Valley to create a Valley-wide system of greenways and trails that satisfy the needs of all the residents of the Valley, including those with special needs;
- (h) To assist the Pparticipating Llocalities with developing project plans and timetables for greenways and with defining roles and responsibilities for each project; and
- (i) To coordinate with Pathfinders for Greenways, Inc. in its use of volunteers to assist Pparticipating Llocalities with

construction and maintenance of greenways and in its solicitation of private sector funding for greenway development.

5. MEMBERSHIP

(a) The Roanoke Valley Greenway Commission shall be composed of members, appointed as follows:

- (1) Up to three (3) members from each of the ~~P~~participating ~~L~~localities to be appointed by the governing bodies, each for a term of three (3) years, with appointments to be staggered. Each member shall be a resident of the locality which he or she represents;
- (2) One (1) member appointed by the Roanoke Valley ~~Area—Metropolitan—~~Transportation Planning Organization for a term of three (3) years;
- (3) Up to two (2) staff members from each of the ~~P~~participating ~~L~~localities, appointed by the chief administrative officer; and
- (4) One member appointed by Pathfinders for Greenways, Inc., the nonprofit group established to support greenways in the Roanoke Valley.

(b) In addition to the above members, one representative from each of the following organizations individuals, or their designated representatives, shall serve as ~~ex-officio, a~~ non-voting members of the Greenway Commission:

- ~~(1) One (1) representative of the Western Virginia Land Trust;~~
- ~~(2) One (1) representative of t~~he Western Virginia Water Authority; and
- ~~(3) One (1) staff member from t~~he Roanoke Valley Alleghany Regional Commission.

~~(34) The Commission may add ex-officio members, as appropriate, from Such interested organizations as the Commission may approve.~~

- (c) A vacancy for the remainder of any term of any member shall be filled by the governing body or person making the original appointment.
- (d) The members of the Commission shall serve without compensation.

6. MEETINGS

- (a) The Commission shall hold regular meetings at least once per quarter each calendar year. All meetings and hearings of the Commission shall be open to the public, except closed meetings may be held pursuant to the provisions of the Virginia Freedom of Information Act. Reasonable notice of the time and place of all regular and special meetings shall be given to the public. Meetings shall be called by the chair or upon request of a majority of the members.
- (b) The Commission shall adopt bylaws necessary to conduct the affairs of the Commission.

7. OPERATING REVENUE

- (a) The Commission shall not operate as a fiscal agent.
- (b) Funding for the Commission shall be administered through an agreed-upon fiscal agent.

(c) The Commission shall adopt an annual budget.

~~(de)~~ Operating revenue for the Commission shall be funded by the Participating Localities on an equal per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.

~~(ed)~~ Annual funding requests from the Commission shall be made by February 1 of each year to the governing bodies of the Participating Localities.

- (fe) The Commission shall be authorized to apply for and receive, through its fiscal agent, grants and donations for use in support of the greenway program.

8. ADMINISTRATION

- (a) An annual report shall be prepared and submitted to the governing body of each Pparticipating Llocality each calendar year.
- (b) The Commission may establish any committees necessary to fulfill the responsibilities and duties of the Commission.

9. DURATION

- (a) This Agreement shall remain in force until terminated or modified by action of the governing bodies of all Pparticipating Llocalities.
- (b) A Pparticipating Llocality may withdraw from this Agreement by adoption of an appropriate ordinance.

10. AMENDMENTS

This Agreement may be amended only by approval by the governing bodies of each Pparticipating Llocality.

11. LIABILITY

To the extent permitted by law, the Pparticipating Llocalities agree to indemnify, keep and hold the members of the Commission and its staff free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of performance of the duties and responsibilities imposed by this Agreement. In the event of any suit or proceeding brought against members of the Commission or its staff, the Pparticipating Llocalities shall pay reasonable costs of defense. Any costs of the Pparticipating Llocalities under this section shall be shared on a per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.

SIGNATURES APPEAR ON FOLLOWING PAGES

WITNESS our hands and seals as of the date set forth at the beginning of this Agreement.

ATTEST: CITY OF ROANOKE

By
City Clerk Christopher P. Morrill, City Manager

Approved as to form: Ordinance No.:

City Attorney

ATTEST: COUNTY OF ROANOKE

By
County Clerk Thomas C. Gates, County Administrator

Approved as to form: Ordinance No.:

County Attorney

ATTEST: CITY OF SALEM

By
City Clerk Kevin S. Boggess, City Manager

Approved as to form: Ordinance No.:

City Attorney

ATTEST _____ TOWN OF VINTON

By _____
Town Clerk Barry W. Thompson, Interim Town Manager

Approved as to form: _____ Ordinance No.: _____

Town Attorney

ATTEST: _____ COUNTY OF BOTETOURT

By _____
County Clerk Gary Larowe, County Administrator

Approved as to form: _____ Ordinance No.: _____

County Attorney

WITNESS our hands and seals this _____ day of _____, 2009.

ATTEST: _____ CITY OF ROANOKE
_____ Ordinance 38311-121508

By _____

By _____

ATTEST _____ COUNTY OF ROANOKE
_____ Ordinance 121608-8

By _____

ATTEST: _____ CITY OF SALEM
_____ Ordinance of January 12, 2009

By _____

ATTEST _____ TOWN OF VINTON
_____ Ordinance 875

By _____

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
ROANOKE VALLEY GREENWAY COMMISSION

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE ROANOKE VALLEY GREENWAY COMMISSION
July 1, 2016

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- (1) The Western Virginia Water Authority;
- (2) The Roanoke Valley Alleghany Regional Commission; and.
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SIGNATURES APPEAR ON FOLLOWING PAGES

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ATTEST:

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City Clerk

By _____
Christopher P. Morrill, City Manager

Approved as to form:

Ordinance No.: _____

City Attorney

ATTEST:

COUNTY OF ROANOKE

County Clerk

By _____
Thomas C. Gates, County Administrator

Approved as to form:

Ordinance No.: _____

County Attorney

ATTEST:

CITY OF SALEM

City Clerk

By _____
Kevin S. Boggess, City Manager

Approved as to form:

Ordinance No.: _____

City Attorney

ATTEST

TOWN OF VINTON

Town Clerk

By _____
Barry W. Thompson, Interim Town Manager

Approved as to form:

Ordinance No.: _____

Town Attorney

ATTEST:

COUNTY OF BOTETOURT

County Clerk

By _____
Gary Larrowe, County Administrator

Approved as to form:

Ordinance No.: _____

County Attorney