

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 17, 2016**

AGENDA

Consideration of:

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

1. Briefing on Proposed Amended and Restated Articles of Incorporation Authorizing the Joinder of the City of Salem, Virginia to the Roanoke Valley Resource Authority - **Dan Miles**

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

C. MOMENT OF SILENCE

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

E. UPCOMING COMMUNITY EVENTS/ANNOUNCEMENTS

F. REQUESTS TO POSTPONE, ADD TO OR CHANGE THE ORDER OF AGENDA ITEMS

G. CONSENT AGENDA

1. Consider approval of the minutes
 - a. Regular meeting of April 19, 2016
 - b. Regular meeting of May 3, 2016
2. Consider approval of the renewal of the Lease between the Town and The Advancement Foundation for property located at 227 South Pollard Street (upper level of the Health Department Building) for a one-year term commencing on May 17, 2016.

H. AWARDS, RECOGNITIONS, PRESENTATIONS

1. Officer of the Month for March and April 2016
2. Introduction of new Police Officers

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

J. PUBLIC HEARING

1. Consideration of public comments regarding the proposed FY 2016-2017 Town of Vinton Budget.
 - a. Open Public Hearing
 - Report from Staff
 - Receive public comments
 - Council discussion and questions
 - b. Close Public Hearing
 - c. Action to be taken on June 7, 2016

K. TOWN ATTORNEY

L. TOWN MANAGER

BRIEFING

1. Presentation of the Hotel Feasibility Study (Field Research Overview Report) for the Town of Vinton/East Roanoke County Market Service Area from Hospitality Marketers Inc.– **Pete Peters**

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**
2. Consider adoption of an Ordinance to approve 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**
3. Consider adoption of a Resolution authorizing the Interim Town Manager to execute Programmatic Project Administration Agreement (PPAA) Extension Addendum for Glade Creek Greenway Phase 1 Revenue Sharing Project with the Virginia Department of Transportation (VDOT) – **Anita McMillan**
4. Consider adoption of Resolutions:
 - a. Authorizing the Issuance and Sale of its General Obligation Refunding Bond, Series 2016A in a Maximum Principal Amount Not to Exceed \$702,000, and the execution and delivery of certain documents prepared in connection therewith
 - b. Authorizing the Issuance and Sale of its Water and Sewer Revenue Refunding Bond, Series 2016B in a Maximum Principal Amount Not to Exceed \$1,786,000, and the execution and delivery of certain documents prepared in connection therewith – **Barry Thompson**

M. FINANCIAL REPORT FOR MARCH 2016

N. MAYOR

O. COUNCIL

P. CLOSED SESSION

1. Request to Convene in Closed Meeting, Pursuant to § 2.2-3711 A (1) of the 1950 Code of Virginia, as amended, for discussion regarding the Interim Town Manager.

Q. RECONVENE AND ADOPT CERTIFICATION OF CLOSED MEETING

R. ADJOURNMENT

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

NEXT TOWN COUNCIL MEETINGS/COMMITTEES:

June 7, 2016 – 7:00 p.m. – Council meeting – Council Chambers

June 13, 2016 – 3:00 p.m. – Finance Committee Meeting – Finance Conference Room



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Administration

Issue

Briefing on proposed Amended and Restated Articles of Incorporation Authorizing the Joinder of the City of Salem, Virginia to the Roanoke Valley Resource Authority

Summary

Dan Miles with the Roanoke Valley Resource Authority will be present at the meeting to give this briefing and to answer any questions.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Town Clerk

Issue

1. Consider approval of the minutes:
 - a. Regular Council meeting of April 19, 2016
 - b. Regular Council meeting of May 3, 2016

Summary

None

Attachments

April 19, 2016 minutes

May 3, 2016 minutes

Recommendations

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:30 P.M. ON TUESDAY, APRIL 19, 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
Sabrina McCarty
Janet Scheid

MEMBER ABSENT: I. Douglas Adams, Jr.

STAFF PRESENT: Barry W. Thompson, Interim Town Manager
Donna Collins, Human Resources Director
Theresa Fontana, Town Attorney
Richard W. Peters, Assistant Town Manager/Director of Economic Development
Anita McMillan, Planning & Zoning Director
Joey Hiner, Acting Public Works Director

The Mayor called the Work Session to order to hear the overview of the Interim Town Manager's Recommended Budget. Barry Thompson began with his Power Point presentation and commented on the priorities that were set for the FY 2016-2017 budget. Those were to maintain core services with minimal reductions, develop funding for five-year Capital Improvement Program, maintain focus on economic development and the downtown revitalization initiative and improve employee benefits and competition with the competitive market.

The total proposed budget is \$12,607,693 with \$8,623,750 in the General Fund; \$3,684,151 in the Utility Fund and \$299,792 in a newly created Stormwater Fund.

In the General Fund there is a proposed change in the transient occupancy tax from 2% to 7% which would apply to the total amount of charge for the occupancy of any room or space provided for fewer than 30 consecutive days. This tax has not been changed since 1982. Revenue items in the budget with no change are the real estate, personal property, machinery & tools and cigarette taxes.

The total General Fund revenue has decreased by approximately \$353,568 or 3.94%. This is due to a decrease in the CDBG funding and the RSTP

funding for the Walnut Avenue project. The CDBG funds will be spent and the Walnut Avenue project will be completed by the end of the current fiscal year. We are funding capital items of \$85,000 and the milling and paving is \$289,693 in the General Fund. There is additional milling and paving in the Utility Fund of \$85,291, for a total of \$374,984.

Mr. Thompson next commented that the contribution to joint local government services is \$49,145, which is a slight increase. The increase is due to the addition of the Roanoke River Blueway of \$433 and an increase in the Roanoke Valley-Alleghany Regional Commission and Roanoke Valley CATV. Vice Mayor Hare asked about the contribution for the Blueway and Mr. Thompson responded that the Roanoke Valley-Alleghany Regional Commission has asked for a contribution to begin funding their efforts on the Blueway. Anita McMillan commented that they are seeking matching funds from all of the other localities for them to apply for grant money for their tourism to begin putting up signage. The Town will be getting a sign at the Tinker Creek Greenway. Pete Peters also commented they are looking to establish branding for the Blueway to do some marketing and to establish a separate website.

With regard to community organizations, the total is \$13,150. Since a separate cost center has been established for the Vinton Historical Society-Museum, this amount has been zeroed out. Also, the contribution to the Needy Family Program was increased by the additional \$400 for the lease of the additional property from the Town by Southern States.

Mr. Thompson next commented on the Capital Improvement Fund and the \$55,000 to replace the Medic 23 Ambulance. The \$45,000 in this year's budget will be rolled over. We have applied for a grant and will be going to the grant meeting on Thursday. If we do not receive the grant, we will have the funds to go 50% with Roanoke County on the purchase. If we get the grant, we will only need to have 25% of the funding. Also, funded is maintenance of the Garthright Bridge at \$30,000. The total cost estimate is over \$300,000, but this will get us started by putting the plates back into the expansion joints. Vice Mayor Hare commented that the bridge needs maintenance, but it is not to the point of being unsafe.

Under personnel, we have an increase in health insurance premiums of 8.9%. In FY 2015-2016, there was no increase and in FY 2014-2015 it was 8.7% increase. The VRS contribution rate decreased from 12.70% to 10.74%. There are proposed cost of living increases of 2% and market adjustments based on an in-house compensation study. There is no cost of living increase proposed for members of Council.

Council Member Scheid asked if the compensation study was completed and Mr. Thompson responded yes. She then asked if there would be a time that Council would be able to review it. Mr. Thompson further responded that it was presented to the Finance Committee and Vice Mayor Hare commented that the Finance Committee will get with the other Council members.

Under economic development, the downtown revitalization is expected to be completed by September 30, 2016. A total of \$83,000 has been issued through three Revolving Loans, two of which are on the agenda for approval tonight. Also, \$310,283 of the CDBG funds remain to be spent and they are programmed in the budget.

Debt service in the General Fund is \$475,906 which is made up of long term debt, lease purchases and trustee costs.

Mr. Thompson next commented on the breakdown of the General Fund Revenues total of \$8,623,750 which is a 3.94% decrease from the FY 2015-2016 budget. He stated that Council is usually interested in the amount of revenue in all of the categories that are generated from the business community, which is not a part of the power point presentation. The percentage of the total revenue generated in the General Fund by the business community is about 50.02%.

With regard to expenditures in the General Fund, he commented on the breakdown and pointed out that the decrease in the Public Works and Community Development budgets were due to the transfers to the new Stormwater Fund.

Mr. Thompson next commented that a letter was sent to Valley Metro to advise that their budget has been held at \$100,000 for this fiscal year and asked that they submit a plan for providing service levels

for this amount. At this time, no communication has been received from them, but we expect to receive that and will allow them to make a presentation to Council.

Continuing with the expenditures, Mr. Thompson commented that the transfer shown of \$219,978 is the amount that will be transferred to the Stormwater Fund. The Stormwater Fund currently has no revenue stream.

Mr. Thompson next commented on the Utility Fund with a projected increase in revenue of \$66,001 or 1.82%, which is from the sale of water and wastewater treatment services. There are no increases in rates for FY 2016-2017, but another comprehensive rate structure analysis should be done during the upcoming budget year to assist Council in future rate increase decisions. The water purchased for resale amount of \$125,000 was maintained.

The projected increase in expenditures is the same with several capital improvement projects being funded and a transfer of \$79,813 to the Stormwater Fund.

In lieu of trying to stay on schedule for the regular part of the meeting, the Mayor asked if we should complete the budget overview at the end of the meeting. Mr. Thompson commented that would be fine.

The Mayor called the regular meeting to order at 7:00 p.m. Donna Collins called the roll with Council Member McCarty, Council Member Scheid, Vice Mayor Hare and Mayor Grose present. Council Member Adams was absent. After a Moment of Silence, Vice Mayor Hare led the Pledge of Allegiance to the U.S. Flag.

Roll call

Under upcoming community events, Council Member McCarty announced the Dogwood Festival from April 27th through May 1st. The parade will begin at 2:30 p.m. on April 30th. She expressed thanks to those who participated in the Clean Valley Day. A Vinton Heritage and Story Telling Festival to be held on May 14th from 10:00 a.m. to 5:00 p.m. Council Member Scheid announced that April 23rd is Earth Day and April 27th the Greenway Commission will be meeting at the Vinton Branch of the Library and there will be a tour of the different projects

going on in the Town. Also, Arbor Day is April 22nd at Herman L. Horn Elementary School.

At the Mayor's request, Council Member Scheid reported on the Clean Valley Day Cleanup. We had a team of about 10 people and we postponed our cleanup from the week before because of the weather. The Team worked from about 9:00 a.m. to 3:00 p.m. and collected about 24 of the large orange bags, two wooden pallets, two tires, a 12 foot long pipe and a stereo along with \$2.00. It was a very successful day and she hoped that it could continue as a tradition for Council and staff to have a team. She further commented that there needs to be some follow-up discussion regarding the trash problem in the Town.

The Mayor announced that the Chamber of Commerce is having a Business-After-Hours this Thursday at the Moose Lodge from 5:00 p.m. to 7:00 p.m.

There will be an Open House at the Museum during the Dogwood Festival on Saturday from 10:00 a.m. to 4:00 p.m.

Council Member Scheid made a motion to approve the Consent Agenda as presented; the motion was seconded by the motion was seconded by Vice Mayor Hare and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

Approved minutes of the regular meeting of March 15, 2016

The next item on the agenda was a report on the Vinton Volunteer First Aid Crew for March and the first quarter of 2016. Chief Tom Philpott reviewed the report that was sent out with the agenda package and reported that the Unit was marked up 517 out of 468 hours for 110.5%, which means two trucks were marked up on several occasions. He next commented on the volunteer and career calls and that the volunteers put in 1,553 man hours for March. He also made comments on the 1st Quarter Report.

The First Aid Crew held a training weekend provided by doctors, nurses, specialists and other medical personnel that was open to other EMS agencies in the area. There were over 30 continuing education hours during this training period.

Chief Philpott next commented they had 25 members that qualified this year for the Roanoke County VIP, the Volunteer Incentive Program, which is a \$500.00 pay-out.

The next item on the agenda was a Proclamation for Arbor Day. Anita McMillan commented that the Arbor Day Celebration will be at Herman L. Horn this Friday at 1:15 p.m. in combination with the Earth Day Celebration. The Town has been designated as a Tree City USA for the past 14 years and the Arbor Day Celebration is one of the requirements to retain this designation. Council Member Scheid read the Proclamation and presented it to Ms. McMillan.

The next item on the agenda was a Proclamation for National Drinking Water Week. Council Member McCarty read the Proclamation.

Joey Hiner, Acting Public Works Director, announced that an equipment rodeo was held recently at the Berglund Center made up of approximately ten events with eight localities participating. Four Public Works employees placed in three of the events. In the bucket truck event, Jason Davidson placed second and Billy Robb placed third. In the mini-excavator, Kenny Sledd placed second. In the front-end loader, Corey Kitzmiller placed first. There was also a challenge event with a zero-turn mower and Barry Thompson participated in this event. The event is put on by the Roanoke Regional Public Works Academy.

Donna Collins commented that the Public Works employees will be participating in a regional competition on May 4th at the Berglund Center.

Under citizens' comments and petitions, Bob Steele of 850 Olney Road commented on the Public Works Department and the refuse collection, snow removal and their quick response whenever he has contacted the Department.

The next item on the agenda was the briefing on the purchase of a Leonard Pilot Series 9' x 12' storage building to be placed behind the Vinton Museum at 210 East Jackson Avenue. Barry Thompson commented that Doug Forbes has obtained the necessary permits for the placement of the storage building.

Doug Forbes first commented that the Museum has ten rooms with a little over 3,000 square feet of floor space with over 4,000 items that are on display. A couple years ago they started a building fund to raise \$250,000 to add two rooms to the back of the house, but they have come to the point now that they need to have some additional storage.

They have decided that the best solution for storage at the present time would be a temporary structure to store items that are not on display. It needs to be a dry building, but not climate controlled. The building they are looking at is a 9 foot x 12 foot metal building with a wood frame, which includes the floor and the roof. They plan to put shelves in it for storage. The total cost is approximately \$1,600 and the Historical Society has raised the funds to pay for it, but it will become the property of the Town.

Vice Mayor Hare asked how we would document ownership of the building since it is being placed on Town owned property. Barry Thompson responded that a letter from the Historical Society would be sufficient.

Vice Mayor Hare made a motion to approve the purchase of the storage building to be placed behind the Vinton Museum; the motion was seconded by Council Member Scheid and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

Approved the purchase of a Leonard Pilot Series 9' x 12' storage building to be placed behind the Vinton Museum at 210 East Jackson Avenue

Mr. Forbes also expressed appreciation to the Public Works Department for assisting with the water issue at the Museum.

The next item on the agenda was a briefing on proposed changes to Section 86-287 of the Vinton Town Code to reduce the itinerant vendor business license tax from a maximum of \$500.00 to a maximum of \$50.00 annually. Anita McMillan first commented that food trucks/mobile vendors have become increasingly popular. Under the current Code, we do allow food vendors to operate on private property as long as it is zoned commercial and they have permission from the property owner. Also, food vendors are allowed during special events.

Staff has received complaints about the annual business license fee of \$500 that falls under itinerant

vendor. The City of Roanoke has reduced their vendor fee from \$500.00 to \$75.00 and Roanoke County has reduced their fee from \$500.00 to \$50.00. The City of Salem is working on theirs and the Town of Blacksburg has reduced their fee.

At the direction of Council, the Planning Commission had a brief work session on February 25th. After the work session, staff did a lot of research on the issue and held another work session with the Planning Commission on March 24th. The Memorandum that was presented to the Planning Commission was included with the Council agenda package.

Ms. McMillan next commented that staff recommends that the license tax to be reduced from \$500.00 to \$50.00 and offer it under the current practice that food trucks can operate on private property that is zoned accordingly. For special events and on public property, those permits will be handled administratively to make sure they do meet all the requirements.

Vice Mayor Hare commented that he agreed with the idea of getting in line with the tax charged by the other localities. However, in the Memo, there were a lot of questions to still be answered, so should we be lowering the fee before we are ready. Council Member Scheid referred to the operational standards in the Memo and asked if the other localities have addressed those in their ordinances. Ms. McMillan responded that Roanoke County only changed their fee. As far as the City of Roanoke, they have a separate policy with certain stipulations. With regard to areas near a school, the schools have their own policy and only allow food trucks during special events.

Vice Mayor Hare further commented that right now we do not have a policy. If someone comes and pays for a permit will it be clear to them during the permitting process what they can and cannot do.

Council Member Scheid commented on the existing policy of the Town and stated that she does not think it has been a problem in other localities. Maybe we should reduce the fee and see if it does become a problem. Ms. McMillan commented that it was discussed by the Planning Commission whether to give a six-month trial period and if we start having issues, then we can go back and work on the standardized policy.

Vice Mayor Hare asked how the food vendors report their taxes. Mr. Thompson responded that he has a form that every business that serves meals has to submit. Currently, during special events, the vendors pay directly to the Chamber of Commerce or the Dogwood Festival the fee to be a participant at their events. We have never collected meals tax or anything else from the Town's perspective for them to participate. Mr. Thompson further commented that if he is reading this correctly, when the Chamber has Fall Festival they will have to advise those individuals that they have to submit meals tax after the event based off of their gross sales. Ms. McMillan responded that was correct.

The next item on the agenda was to consider adoption of a Resolution approving the FY 2016-2017 operating budget of the Roanoke Valley Resource Authority. Dan Miles, Chief Executive Officer, first commented that Council was furnished a copy of the budget at their April 5th meeting. The budget is \$8,338,292 which is approximately \$200,000 less than the current fiscal year's budget or about a 2.2% reduction.

In previous years, they had to use the funds from the contingency reserve fund to balance. That amount has typically been in the \$450,000 a year range. This year they have reduced the amount from the contingency reserve fund to \$50,000. This is due to the 2.2% reduction in the operating costs and a proposed \$0.50 per ton increase in the tipping fees. It is important to note that the tonnages from the Municipal members are declining to the point that even with this \$0.50 per ton increase, they are actually projecting less revenue. For the Town, this would be approximately \$5,000 less of an impact on this fiscal year's budget. On the commercial side, they are projecting about another \$200,000 in revenue from the \$0.50 per ton increase. The net result of \$200,000 revenue and \$200,000 less expenses equates to about \$400,000 reduction that they are using from the contingency reserve. They did look at actually zeroing that number out, but the increase would have been a \$0.85 per ton increase instead of \$0.50. They do anticipate that the number will decrease to a zero balance in the next fiscal year.

The Mayor asked what has contributed to the decrease in tonnage. Mr. Miles responded that in the municipal sector, they have seen it for a number of years now. Historically, it has been a recession.

Because we are such a throwaway society, when the recession hit in 2006-2007, we saw people eating out less, being more careful with what they were buying and not throwing as much away. On the commercial end of the equation, we would put that with growth in the economy, which is the good news. Businesses are feeling a little more comfortable and seeing some recovery from the recession. The residents, however, are not quite feeling that comfort level yet. The Mayor commented that he had hoped some of the decrease was due to recycling. Mr. Miles commented that it is a component, but it is not the full story.

Council Member Scheid asked if they were seeing increased revenue from carbon sales. Mr. Miles responded they are seeing sales where they are harvesting the methane gas from the landfill. To date they have received about \$160,000 total in emission credits from destroying the ozone depleting methane gas.

Mr. Miles next commented that the residential service area grand opening would be happening within the two weeks.

Vice Mayor Hare asked Mr. Miles to comment on the incident of the leakage into the creek. Mr. Miles responded they had constructed seven stormwater ponds and had gone through the permitting process. In dealing with DEQ, there are literally four or five different agencies to which you have to submit the permit application individually. They had submitted the application to three of the four divisions and the fourth division was unintentionally omitted. They had been out serviced for five or six years and were not causing a problem, but because the permit had not submitted, they received a penalty.

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 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of a Resolution approving the 2016-2017 operating budget for the Roanoke Valley Regional Cable Television Committee. Elaine Bays-Murphy began by commenting on the videos produced for the Town in 2015 which are shown on Channel 3 and shared on RVTV's and the Town's social media.

Adopted Resolution No. 2140 approving the 2016-2017 operating budget of the Roanoke Valley Resource Authority

They reach approximately 43,708 households through Cox. In the private sector video production would cost approximately \$1,500 per finished minute, which would equate to \$226,500 in production value for videos for the Town.

The budget has been approved by the RVTV Committee. The Town's portion is based on the number of subscribers of 4.22%. The overall budget is \$401,044 and the Town's portion is \$16,924.

Council Member Scheid expressed appreciation for the work that RVTV does and Ms. Bays-Murphy in turn expressed appreciation to Julie Tucei who promptly gets the information out through the Town's social media.

Anita McMillan commented that Ms. Bays-Murphy has been very helpful to the stormwater regional committee by preparing a lot of PSAs on the stormwater that met our minimum control measures 1 and 2. Also, she and Mr. Thompson showed the video on the façade program at the HIVE and it was very well received. Mr. Thompson commented that this video is a great selling point for the Town.

Vice Mayor Hare asked by the line item in the budget of longevity pay. Ms. Bays-Murphy commented that is a benefit through Roanoke County after you have served for 20 years.

The Mayor expressed appreciation on behalf Council Member Adams for RVTV.

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 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of an Ordinance amending Chapter 79 Stormwater Management, of the Vinton Town Code. Mr. Thompson first commented that on April 5, 2016, Council approved the Memorandum of Understanding with Roanoke County and adopted the Stormwater Management Design Manual by reference. Tonight for Council's consideration is the Ordinance amending Chapter 79. Anita McMillan commented that she has been working with the Town Attorney to make sure everything is covered in our Ordinance.

Adoption Resolution 2141 approving the 2016-2017 operating budget for the Roanoke Valley Regional Cable Television Committee

Article III has to remain in the Code because the MS-4 Permit cannot be transferred.

Vice Mayor Hare made a motion to adopt the Ordinance as presented; the motion was seconded by Council Member Scheid and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of a Resolution authorizing the Interim Town Manager to execute the necessary documents, including a deed, for the Roanoke County dedication of an eighty (80) foot wide greenway easement to the Town for the purpose of completing the Glade Creek Greenway Phase 2 Project. Mr. Thompson first commented that on April 5, 2016, Council was briefed on the dedication of the 80 foot wide greenway easement and on April 12th, the Roanoke County Board of Supervisors held a Public Hearing and approved an ordinance authorizing the granting of the easement. 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 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of a Resolution appropriating funds in the amount of \$2,616.64 for the receipt of an insurance claim made on a generator at the Vinton Fire Department. Mr. Thompson commented that we had lightning strike on June 17, 2015 which was reported to VML. The generator was repaired by Carter Machinery Company and the cost was \$5,116.64. The repair was done in August and we have received the insurance settlement. We are asking to replenish the expense account with the insurance proceeds.

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 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of a Resolution appropriating funds in the amount of \$2,959.55 for the receipt of an insurance

Adopted Ordinance No. 970 amending Chapter 79 Stormwater Management, of the Vinton Town Code

Adopted Resolution No. 2142 authorizing the Interim Town Manager to execute the necessary documents, including a deed, for the Roanoke County dedication of an eighty (80) foot wide greenway easement to the Town for the purpose of completing the Glade Creek Greenway Phase 2 Project

Adopted Resolution No. 2143 appropriating funds in the amount of \$2,616.64 for the receipt of an insurance claim made on a generator at the Vinton Fire Department

claim made on a 2009 Dodge Charger (Unit 1137) of the Police Department. Mr. Thompson commented that on February 22, 2016, the vehicle was struck by a deer causing damage. VML, our insurance carrier, has settled the claim in the amount of the repair estimate from Buddy's Auto Body less the \$500.00 deductible.

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 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of a Resolution approving a loan to ANBAJA Enterprises, Inc. in the amount of \$25,000.00 from the CDBG Revolving Loan Fund. Pete Peters commented that as part of the CDBG Grant we established a Revolving Loan Program. This was created to provide \$100,000 in low interest loans for qualified business owners to undertake development or restoration projects to create or retain jobs within the downtown area. To date one loan has been issued for exterior renovations and roof replacement at The Barbeque Grill on Lee Street for approximately \$26,000.

Staff recently received two new applications. One from Twin Creeks Brewing Company or ANBAJA Enterprises, Inc. in the amount of \$25,000 for the purchase of equipment and interior build-out of the tasting room at 111 South Pollard Street. The term of their loan is at prime for 84 months.

The second application is from S.A.S.S. Properties, L.L.C. in the amount of \$29,000 for exterior repairs to 103 Lee Avenue which is the current office of George Lester with Edward Jones. The project includes construction of a new façade and replacement of the existing marquee. The term of this loan is at prime for 84 months.

As required by the Loan Program, staff held a Loan Review Committee meeting on April 30th. After careful review of the applications, both were unanimously approved by the Committee.

Mr. Peters then recognized Andy Bishop with Twin Creeks Brewery and expressed thanks to him for applying and being present at the meeting. Council

Adopted Resolution No. 2144 appropriating funds in the amount of \$2,959.55 for the receipt of an insurance claim made on a 2009 Dodge Charger (Unit 1137) of the Police Department

Member Scheid asked when the Brewery would open. Mr. Bishop responded early fall or late summer.

Mr. Bishop next expressed thanks to the Town for being so generous and accommodating to bringing the Brewery to Vinton. They looked at other locations and it is really the effort that the Town has made to make them feel at home even before they are open for business.

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 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of a Resolution approving a loan to S.A.S.S. Properties, L.L.C. in the amount of \$29,000.00 from the CDBG Revolving Loan Fund. Council Member McCarty 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 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

The next item on the agenda was to consider adoption of a Resolution authorizing the renewal of the Town of Vinton Employees' group health insurance coverage with The Local Choice Program for the contract year July 1, 2016 through June 30, 2017. Donna Collins began by commenting that this year we have an increase of 8.9%. We are able to still offer the same policies which includes the 500 Plan that the Town pays the entire premium for the employee.

We will still have the preventative and the comprehensive dental coverage for employees to choose from. The only change was the Applied Benefit Analysis service extended the coverage years from age eight through age ten due to House Bill 1940. This Bill states that health insurance companies as well as health care plans have to offer coverage to diagnosis of autism spectrum disorders through age ten. We were fortunate that we did not have to select another plan and Local Choice was still able to offer the Key Expanded Plan.

Adopted Resolution No. 2145 approving a loan to ANBAJA Enterprises, Inc. in the amount of \$25,000.00 from the CDBG Revolving Loan Fund

Adopted Resolution No. 2146 approving a loan to S.A.S.S. Properties, L.L.C. in the amount of \$29,000.00 from the CDBG Revolving Loan Fund

Council Member Scheid asked if the cost to employees was going up. Ms. Collins responded that the Key Expanded Plan is going from \$56 a month to \$61 a month for the employee; employee plus one is going from \$290 to \$321 and the family plan will go from \$760 to \$832 for the comprehensive coverage. The increase is less for the preventative dental care coverage, but we have very few employees that choose that option.

Vice Mayor Hare made a motion to adopt the Resolution as presented; the motion was seconded by Council Member Scheid and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

Barry Thompson commented on the paving program for this year. Boxley Incorporated is milling and paving the intersection of Washington Avenue with By-Pass Road and will complete on Tuesday morning. The milling and paving for the downtown area will begin after the Dogwood Festival.

Mr. Thompson also commented that there are two bond issues, the Series 2006 which was public issue for the War Memorial and the Public Safety building and a Series 2007 which was a revenue issue for capital improvements. The interest rates on both of those bonds were in the five percent range. He has talked with VML/VACo Financing about a refunding of these bonds and received back a proposal which is very favorable at a rate of 2.05%.

The savings on the Series 2006 is about \$94,888 over the ten years, which would be approximately \$8,626 per year. This is in the General Fund. The Series 2007, which is in the Utility Fund, would be a savings of \$172,000 which would be approximately \$14,342 per year. The issuance cost is around \$41,000, but he can get a grant for \$5,000 which would reduce it to about \$36,000. He next commented that he would like to request Council's approval to proceed with the refunding of these two issues. He would bring back a full briefing to Council at the May 3rd meeting and then have a Resolution on the May 17th agenda for Council's approval.

Vice Mayor Hare asked if the refunding would extend the terms and Mr. Thompson responded it would not. Both would be paid off within ten years.

Adopted Resolution No. 2147 authorizing the renewal of the Town of Vinton Employees' group health insurance coverage with The Local Choice Program for the contract year July 1, 2016 through June 30, 2017

Council gave their consensus to proceed with the refunding.

The next item on the agenda was the Financial Report for February 2016. Vice Mayor Hare commented that the Finance Committee met last week to review the February financials as well as to finalize the budget that was presented to Council. The Committee spent the majority of the meeting focusing on the budget.

From the beginning of the fiscal year, the cash is up about \$129,000 and month over month it is up \$230,000 over what we had reported in January. Revenues are above the projection and we are seeing strong growth in business licenses. Expenditures in the General Fund are underspent at this point with savings in open positions and salaries being a big part of this as well as timing of some projects.

On the Utility Fund side, revenues are up over the projections and the timing of projects is what is driving the expenditures to be a little less than projected. We are really building up the reserve to be able to deploy that to future projects.

He expressed thanks to the Mayor for being a part of the Finance Committee in the absence of Council Member Adams. The budget that has been proposed was endorsed by the Finance Committee.

Vice Mayor Hare made a motion to approve the February 2016 financial report; the motion was seconded by Mayor Grose and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

Approved Financial Report for February 2016

The next item on the agenda was to consider appointments to Boards/Commissions/Committees. The Mayor announced the nomination of Joey M. Hiner to the Roanoke Valley Resource Authority to fill an unexpired term ending December 31, 2019 to replace Gary W. Woodson and the nomination of Richard W. Peters, Jr. to the Western Virginia Regional Industrial Facility Authority to fill an unexpired term ending February 3, 2020 to replace Gary W. Woodson. Council Member Scheid made a motion to accept the nominations as presented; the motion was seconded by Council Member McCarty and carried by the following roll call vote,

Appointed Joey M. Hiner to the Roanoke Valley Resource Authority to the unexpired term ending

with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

December 31, 2019 and Richard W. Peters, Jr. to the unexpired term ending February 3, 2020

The Mayor commented that he represented the Town at the Junior ROTC Ball which was a great event. He encouraged all of the citizens to vote at the May 3rd election.

Comments from Council Members: Council Member McCarty asked for everyone to remember Council Member Adams. She expressed thanks to Barry Thompson for all of his efforts in getting the Twin Creeks Brewery to locate in Vinton. She asked for an update on the clean-up that has been done by the Lions Club at the cemetery. Mr. Thompson responded that the brush truck will not be able to pick up the brush. However, he spoke with Chief Foster about getting some correctional labor to assist with the clean-up efforts and he indicated that Sheriff Orange does not have any crews available at this time. Mr. Thompson further commented that he spoke with the President of the Lions Club regarding how any future debris cleanup should be handled so the brush truck can pick it up.

Council Member McCarty next commented that the skateboarders are back on the lot behind the Municipal Building and she hoped we were moving forward aggressively with the skateboard park. Barry Thompson commented that Invoke Ministries was a part of the Gauntlet and Mr. Coy has some good ideas. Anita McMillan commented that we had received an email from the State that they are forwarding the request to FEMA and it will take them some time to let us know. Mr. Thompson further commented that Mr. Coy with Invoke Ministries had approached the Church next to the Municipal Building to consider the skateboard park at the back lot again. Council Member Scheid expressed her heartfelt well wishes to Council Member Adams.

Vice Mayor Hare commented that at least three Council members have responded to a request from Mr. Ramsey concerning his residential concerns and the definition of “family” in our Town Code. He asked what the next step would be in the matter. Anita McMillan responded that when we define “family” we try to follow the State Code definition, but staff will be glad to research the matter further. It was stated in the letter that Mr. Ramsey was

given 30 days to appeal staff interpretation of the zoning ordinance and we have not received any correspondence from him. Mr. Thompson commented that the matter should be brought before the Planning Commission and let them make a determination.

After further discussion concerning the Town's Zoning Ordinance, Mr. Thompson commented that there are funds included in the FY 2016-2017 budget to begin the process of reviewing the entire Zoning Ordinance. Ms. McMillan commented that we could get a consultant to initially analyze the existing zoning ordinance, but the whole process would take from 18 to 24 months. We do have to put out an RFP for professional services. The Town Attorney commented that she had done one recently and would provide Ms. McMillan with the sample RFP. Ms. McMillan commented that we do have an existing Mixed-Use zoning district which will help with the UDA designation.

The Mayor requested staff to review the process to see if this is something we should go ahead and get started with even if it is an incremental thing.

Barry Thompson continued with the overview of the recommended budget by commenting the increase in revenue in the Utility Fund was 1.82% based on the sale of water and wastewater services. Projected increase in expenditures included capital improvement projects and the transfer from the Utility Fund to the Stormwater Fund. The capital improvements outlined total \$305,250 for equipment purchases and infrastructure improvements.

Under expenditures, a new customer account cost center has been established. All costs in the Utility Fund that deal with billing and personnel have been put in this cost center to provide a true cost on the billing side for discussion in the future of going to a monthly billing cycle. The transfers, again, are the funds we are moving to the new Stormwater Fund.

With regard to the Stormwater Fund, the Budget Team was asked to create a Fund to track costs of stormwater expenses currently incurred by the General Fund and the Utility Fund. The Finance Department met with staff from Public Works and Planning and Zoning to assist in estimating the current allocations to stormwater expenses. We

have included funds to continue with the engineering study on our cost estimate for the equivalent residential unit (ERU). The transfer to the Stormwater Fund from the General Fund is \$219,978 and from the Utility Fund is \$79,813, for a total transfer of \$299,792. Mr. Thompson then commented on the accounts under the Fund and their cost allocations.

Mr. Thompson next commented on the cash balances as of March 31, 2016. The Checking Account had \$732,330.37; the Money Market had \$1,105,113.08; the Certificate of Deposit, which will mature in June, had \$2,034,537.53 and the LGIP Investment Account had \$102.94. The total of cash and investments was \$3,872,083.92. The remaining balance of the bond proceeds should be spent by June 30th, which goes to the Western Virginia Water Authority for the Wastewater Treatment Plant.

In closing, Mr. Thompson commented that if Council would want to adopt the budget by June 7th, we would need to advertise a Public Hearing for May 17th. This advertisement would need to run twice in the Vinton Messenger on May 5th and May 12th.

We can advertise a budget and can make changes, but it cannot be increased once it is advertised. If Council would like to have additional work sessions, we can schedule those as needed.

Vice Mayor Hare made a motion to authorize the advertisement for the Notice of Public Hearing for the budget as presented; the motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

Approved advertisement of Notice of Public Hearing for the budget

Vice Mayor Hare made a motion to adjourn the meeting; the motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams. The meeting was adjourned at 9:45 p.m.

Meeting adjourned

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, MAY 3, 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
Sabrina McCarty
Janet Scheid

MEMBER ABSENT: I. Douglas Adams, Jr.

STAFF PRESENT: Barry W. Thompson, Interim Town Manager
Susan N. Johnson, Town Clerk
Paul Mahoney, Town Attorney
Richard W. Peters, Assistant Town Manager/Director of Economic Development
Anita McMillan, Planning & Zoning Director
Joey Hiner, Acting Public Works Director
Anne Cantrell, Accounting Manager

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

Roll call

Under upcoming community events, Council Member McCarty announced the Vinton Food and Wine Festival on May 21st at the War Memorial and the first Mingle at the Market is June 11th also at the War Memorial. There is a Vinton Heritage & Storytelling Festival on May 14th from 10 a.m. to 2:00 p.m. at the Museum and the Library on Pollard Street, Gallop for the Greenway is at Rivers Edge Sport Complex on May 14th at 5:00 p.m. and River Fest is June 4th from 11:00 a.m. to 5:00 p.m. at Wasena Park.

Vice Mayor Hare made a motion to approve the Consent Agenda as presented; the motion was seconded by the motion was seconded by Council Member Scheid and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

Approved minutes of the regular meeting of April 5, 2016

The next item on the agenda was a Proclamation for National Police Week. Council Member Scheid read the Proclamation and presented it to the Police Department.

The next item on the agenda was a Proclamation for Public Works Week. Council Member McCarty read the Proclamation.

The next item on the agenda was a Proclamation for National Emergency Medical Services Week. Vice Mayor Hare read the Proclamation and presented it to Lieutenant Rodgers on behalf of the Fire-EMS Department.

Vice Mayor Hare commented on the Proclamations being for the same week in May and the fact that these three groups of employees work so well together for the common good of the citizens.

The next item on the agenda was a report for April from the Vinton Volunteer First Aid Crew. Assistant Chief Wayne Guffey commented that with 468 possible hours the truck was marked up 586 hours or 125%. With the career and volunteer staff together there were 250 calls. Of 134 total volunteer calls, the responded to 100 and handled 93 for 69%. Out of the 41 calls that the career staff handled, 28 were second emergency calls. The Medic Truck was marked up 84% and the BLS Unit was 16%. There were 1,813 man hours for April and the Fractile Response was 9.78. They had 250 man hours for the Dogwood Festival.

The next item on the agenda was to 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. Barry Thompson commented that this item needs to be tabled until the May 17th meeting. The Town Attorney advised late in the afternoon that there are some additional changes that need to be reviewed from the State Code before our Ordinance can be adopted.

Vice Mayor Hare made a motion to table the matter to the May 17th meeting; the motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams.

Tabled the 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 to the May 17th meeting

The next item on the agenda was a briefing on the advance refunding of Series 2006 callable Bonds and advance refunding of Series 2007 Callable Bonds. Mr. Thompson first commented that he had been working with VML/VACo Finance on the refunding bonds. There would be a savings of \$8,626 annually on the 2006 issue and \$14,342 annually on the 2007 issue. He then turned the meeting over to Steve Mulroy with VML/VACo for his presentation.

Mr. Mulroy began his Power Point presentation by first giving a brief history of VML/VACo Finance and commenting that they offer local governments services in three areas--governmental financing, investment management and advisory services. He next commented on their mission and the fact that they have made over \$850 million in loans to Virginia local governments through its lending programs since 2003. They offer fixed rate loans, an equipment leasing program and a commercial paper program.

The fixed rate loan program is the easiest, lowest cost financing source for loans and leases up to \$20-25 million. You can apply and close at any time and know the interest rate up front. The Board for VML/VACo has set aside \$5,000 for each participant in this program to help offset the closing costs or to be used for other purposes.

They issued a Request for Bids to a couple dozen banks which included local banks in the Town as well as regional and national banks. They worked with Mr. Thompson to structure the loan, review the bids that were received and then made a recommendation. Once Council approves the refunding, they will work with the bank that has the winning bid to put the loan documents together and to ensure a smooth closing.

Mr. Mulroy next commented that the 2006 loan was a general obligation bond and the new loan will have that same pledge. The 2007 bond was for water and sewer projects, which had a revenue pledge and the new loan will have the same pledge. The total size of the loan is \$2,488,000 which includes enough to pay off the existing loans, closing costs and accrued interest. Both loans will be tax exempt. Carter Bank and Trust submitted the winning bid with an interest rate of 2.05%. Tentative closing on the new loan is May 25th. The interest and principal payments were set up to match the existing payment schedule of February 1st and August 1st of each year. These

new bonds are callable at any time without any prepayment penalty.

Mr. Mulroy next gave a summary of the current bonds and a summary of the savings. He noted that the industry benchmark threshold on whether to proceed with refunding or not is if the present value savings in debt service as a percent of the bonds being refunded is higher than three percent. The savings here is about 12.2% which is well in excess of that threshold.

Vice Mayor Hare asked if the maturity was the same and Mr. Mulroy responded yes. Vice Mayor Hare next asked if we wanted to keep the interest and principal payment the same. Mr. Thompson responded that he did not know if that was an option or not and Mr. Mulroy commented that they could look into it and report back to the Mr. Thompson what the options are. Vice Mayor Hare also asked if anything would stop us from making the normal payment and applying the savings back to the principal. Mr. Mulroy responded that would be shortening the term, which is also an option.

Vice Mayor Hare next asked about the leasing program and Mr. Mulroy responded that it is a lease-purchase for rolling stock or police vehicles. Mr. Thompson commented that we used this program for the hook truck and he would like to see what this program could do for us the next time we lease police vehicles.

The next item on the agenda was a 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 commented that the first agreement was signed in 2013 and will expire on June 30, 2016. In order to continue with the current agreement for the Project, we need to execute an addendum to extend the agreement until June 30, 2019. A resolution to authorize the Interim Town Manager will be presented at the May 17th meeting for Council's approval.

The next item on the agenda was 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 commented that in 1995 a Greenway Conceptual Plan was completed and in 1997 four localities in the Roanoke Valley—City of Salem, City of Roanoke, Roanoke County and the Town of Vinton entered into an Intergovernmental Agreement. The Conceptual Plan was updated in 2007 and the Intergovernmental Agreement was revised. Since that time, a lot of Greenway trail work has been completed.

When the Greenway Commission received the request from Botetourt County last fall to join, there were several months of consideration by the members of the Greenway Commission Board. The recommended amendments to the Intergovernmental Agreement that has been reviewed by the attorneys for the localities and has been provided with the agenda package. All four localities have to vote unanimously to allow Botetourt to join and the Greenway Commission has asked that all the localities take action before the end of this fiscal year. The City of Salem has already adopted an Ordinance.

Council Member Scheid commented on the benefits of having Botetourt join the Greenway Commission. She also commented that the Towns of Fincastle, Troutville and Buchanan would be a part of Botetourt County and not have separate representation like the Town of Vinton and Roanoke County that are considered separate members. Anita McMillan commented they will pay their membership fee based on the population of the County which includes the town populations. For Roanoke County, they do not include the Town of Vinton population because we are a separate member.

Ms. McMillan also reported that the site plan has been received for the Glade Creek Greenway and has been forwarded to the other three localities to get their comments. The bid has been prepared and will be advertised once the site plan has been approved.

The Mayor commented on the success of the Dogwood Festival, the Arbor Day Event and the Gauntlet Event.

The Mayor next announced the results of the Election—Keith Liles received 298 votes; Janet Scheid received 212 votes and Doug Adams received 182 votes. He was also re-elected to another four-year term.

Comments from Council Members: Vice Mayor
Hare commented on the success of the Dogwood Festival. He also congratulated Council Member Scheid, Keith Liles and the Mayor.

Council Member Scheid also commented on the Dogwood Festival. She expressed thanks to Anita McMillan for arranging the tour of the Town last week as part of the Greenway Commission meeting. She also commented that she felt honored to be elected to Council.

Council Member McCarty congratulated the Mayor and Council Member Scheid and commented that Council Member Adams will be missed. She also commented on the Dogwood Festival.

Council Member Scheid made a motion to adjourn the meeting; the motion was seconded by Vice Mayor Hare and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Hare, Grose; Nays (0) – None; Absent (1) - Adams. The meeting was adjourned at 7:55 p.m.

Meeting adjourned

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Administration

Issue

Consider approval of the renewal of the Lease between the Town and The Advancement Foundation for property located at 227 South Pollard Street (upper level of the Health Department Building) for a one-year term commencing on May 17, 2016.

Summary

The Advancement Foundation has submitted the required written request for a one-year renewal of the Lease with the Town for the upper level of the Health Department Building.

Attachments

Lease Agreement dated April 21, 2016
Letter from The Advancement Foundation

Recommendations

Motion to approve renewal of lease

LEASE OF REAL PROPERTY

This Lease of Real Property (“Lease”) is entered into this 21st day of APRIL, 2015, by and between the Town of Vinton, (“Town”), a political subdivision of the Commonwealth of Virginia, and The Advancement Foundation (“Tenant”), a Virginia non-profit corporation.

1. RECITALS

WHEREAS, Tenant requests to lease a portion of certain Town property located at 227 South Pollard Street, Vinton, VA 24179, for the purpose of providing a location for a business incubator where Tenant will provide comprehensive support for entrepreneurs, such as, assistance with business planning, budgeting, financial literacy, personal business coaching, marketing strategies, networking, access to community wide advisers, micro loan funds, affordable space, and leverage of existing community resources; and

WHEREAS, the Town finds that Tenant’s lease of the property will benefit the workforce, promote economic development, and further community service goals by facilitating a key element of the Town’s Economic Development Vitality strategy; and

WHEREAS, the Town also finds that Tenant’s lease of the property will benefit the Town by empowering citizens through personal, community, and financial asset development, meeting the needs of local business by increasing downtown visitors, and providing program, events, and services for community organizations and the general public; and

NOW THEREFORE, for and in consideration of the mutual benefits and agreements recited herein, the Town and Tenant agree to the following:

2. USE OF TOWN PROPERTY

- A. The Town agrees to lease to Tenant a portion of the property located at 227 South Pollard Street, specifically including the entire second floor of the Vinton Health Department Building consisting of approximately 3382 square feet (“Premises”). In addition, Tenant will have access to, and non-exclusive use of, the common areas such as walkways, lunchrooms, and lobby. Town will deliver possession of the Premises to Tenant on the Commencement Date in its current “as is” condition.
- B. Tenant’s use of the Premises shall be limited to office use for its business incubator. Tenant agrees not to use the Premises for any other purpose other than those uses associated with its business incubator.
- C. Tenant recognizes that the Premises should remain as secure as possible during and after operating hours. Town will issue to Tenant one key necessary to open and close the Premises and the Town retains the right to limit any reproduction of that key and to approve/disapprove of the issuance of keys to individuals.

- D. Tenant acknowledges that its use of the Premises is limited to the use set forth in 2B above. Tenant may sublease the Premises to businesses participating in its business incubator program; however, the Premises shall not be used for any purpose not described herein.
- E. Tenant acknowledges that the parking spaces adjacent to the back of the building are reserved for the staff and customers of the Health Department and that it will take steps to ensure that its staff and incubator program participants refrain from using this parking area. Town shall provide parking to Tenant at the Town Hall parking lot located at 311 South Pollard Street, Vinton, VA 24179.
- F. In exchange for the Town agreeing to Lease the Premises to Tenant as set forth herein, Tenant will:
1. Provide five (5) paid positions and recruit a minimum of 30 professional advisers to focus on the development of the Business Development Center;
 2. Provide business program development and management programs including comprehensive business evaluations, advising, and business resource identification;
 3. Design and implement an innovative and effective space including development of common areas, and provide a computer lab, office furniture, office equipment, and supplies;
 4. Support, expand and launch a minimum of five (5) new businesses in 2015;
 5. Provide entrepreneurs personalized training, mentorships, and advice that results in a 60% business success rate in their first year;
 6. Establish a network of community businesses, civic organizations, and leaders who are willing to share knowledge and resources in order to increase the skills of the aspiring business owners;
 7. Develop a Skills-based Volunteer Bank (SBVB) that maps community volunteers who are willing to provide knowledge and professional skills to involved entrepreneurs;
 8. Promote the use of local businesses as part of Tenant's orientation program;
 9. Actively engage entrepreneurs that provide desired/needed products and services for the Town;

10. Host a minimum of fifteen (15) training sessions and meetings related to business development; and
11. Tenant will leverage its nonprofit status to expand sponsorships, donations, grants, and volunteers throughout the program development.

3. RENT

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

4. TAXES AND ASSESSMENTS

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

5. TERM

The term of this Lease is for one (1) year, commencing on the 21ST day of APRIL, 2015 ("Commencement Date").

6. OPTION TO EXTEND TERM

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

7. TERMINATION OF LEASE

Tenant and Town shall have the option to terminate this Lease at any time during the Term by giving the other at least ninety (90) days prior written notice.

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

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

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

8. UTILITIES

Town acknowledges that it will pay for all utilities associated with Tenant's use of the Premises including electricity, water, sewer, phone, and internet.

9. NOTICES

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

TO: Town

TO: Tenant

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

President
The Advancement Foundation
301 South Pollard Street
Vinton, VA 24179

10. MAINTENANCE AND INSPECTION

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

11. DAMAGE TO OR DESTRUCTION TO PROPERTY OR IMPROVEMENTS

In the event of damage to or destruction of Town property or Town installed improvements, equipment, or fixtures located within the Premises or in the event Tenant

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

12. HAZARDOUS SUBSTANCES

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

13. TOWN LIABILITY/INDEMNIFICATION

- A. Town shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease and is attributable to Town's gross negligence or willful misconduct. All property, equipment, and materials, etc., belonging to Tenant, its employees, agents, or invitees, or any occupant of the Premises shall be at the risk of Tenant or other person only, and Town shall not be liable for damage thereto or misappropriation thereof.
- B. Tenant agrees to indemnify, hold harmless, and defend Town from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorneys' fees and witness

costs, which Town may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with Tenant's exercise of the rights herein granted, or which Town may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, due in whole or in part to any act, omission, or negligence of Tenant or any of its representatives or employees. In the event the injuries, including death, or damages are due to the sole negligence of Town or its representatives or employees, then and only then Tenant shall not be liable under the provisions of this paragraph.

14. INSURANCE

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

- A. Commercial General Liability Insurance. Licensee shall maintain Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident/occurrence, \$2,000,000 annual aggregate. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent users, products-completed operations, explosion/collapse, personal injury and liability assumed under insured contract.
- B. Worker's Compensation Insurance and Employer's Liability Insurance. Licensee shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/injury.
- C. Automobile/Motor Vehicle Liability Insurance. Licensee shall maintain Automobile Liability insurance with a limit of not less than \$1,000,000 each accident, \$2,000,000 aggregate. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia. This coverage is required only if the Licensee will be operating motor vehicles as a significant operation within, or directly associated with, Licensee's activities on the Property.
- D. All policies of insurance shall be issued in a form acceptable to Town by insurance companies licensed to conduct business in the Commonwealth of Virginia. Each policy shall be issued in the name of Tenant with Town listed as an additional insured. All policies shall contain a provision that company writing

the policy shall give Town at least thirty (30) days' notice in writing in advance of any cancellation, or lapse, or the effective date of any reduction in the amounts of insurance. Failure to comply with this clause shall constitute a material breach of this Lease and result termination of Tenant's right to use the Premises as set forth in section 7 herein.

15. **LIENS**

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

16. **ATTORNEYS' FEES AND COSTS**

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

17. **APPLICABLE LAW**

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

18. **ENTIRE AGREEMENT**

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

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

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

By 
Christopher S. Lawrence, Town Manager

The Advancement Foundation,
a Virginia non-profit corporation

By 
Annette Patterson, President

APPROVED AS TO FORM

By 
Theresa J. Fontana, Town Attorney



THE ADVANCEMENT FOUNDATION

Empowering Citizens Through Personal, Community, and Financial Asset Development!

301 S. Pollard Street Vinton, VA 24179 | 540-345-1292 | TheAdvancementFoundation.org

May 5, 2016

Barry Thompson - Interim Town Manager
Pete Peters – Economic Development
Town of Vinton
311 S Pollard Street
Vinton, VA 24179

Dear Barry and Pete,

I would like to thank the Town of Vinton and its leadership for your amazing support for the partnership with The Advancement Foundation. Through this unique partnership we have been able to establish the first Business Incubation Center in Vinton and all of Roanoke County. Together we have been able to focus our limited resources to generate excitement, support and financial commitments for business development in the Town of Vinton. As a nonprofit, the Foundation was able to present this project from a variety of positions which produced extraordinary community support of time, talent and treasure. That's community development at its finest! We could not have accomplished any of this without the Town's support!

I can tell you our entrepreneurs are incredibly impressed with the comprehensive support that the Town of Vinton provides through your offices and the Business Incubation Center. They are absolutely grateful and committed to Vinton at a whole new level!

Over the last year we have celebrated many successes in developing the Business Incubation Center, as well as the program.

Here is a brief summary of our accomplishments:

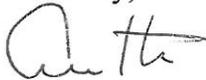
- 3 AmeriCorps members were hired to provide support for the Business Incubation Program.
- Value of \$15,000 was committed to physical improvements in the HIVE. Including removing 2 sections of wall to open the space, new flooring, painting, and professional furnishings.
- Over 100 visitors a week have come through the HIVE since its opening in August.
- Over 100 entrepreneurs have inquired about the HIVE and its services.
- The Advancement Foundation was selected as one of seven communities across the state to receive the Governor's Business Launch Grant.
- 33 entrepreneurs participated in a 12 week business development program and completed a formal business plan.

CONTINUED

- 25 entrepreneurs competed in the GAUNTLET business competition.
- \$106,000 in cash and prize was raised and awarded to businesses that will open in Downtown Vinton.
- Over 130 business leaders across the valley were recruited to volunteer their time and expertise in training our entrepreneurs.
- The HIVE has established and launched a grant training program with 20 participants receiving a certificate of completion.
- The HIVE has established and launched a financial literacy program with 15 participants in the first session and more to come.
- The HIVE has been awarded a financial peace and matching program which allows individuals to receive 1 to 1 matching funds for the purposes of starting a business, buying a home or purchasing a car.
- 3 tenants of the HIVE have grown their business an average of 45% - one has already graduated to a full retail space in downtown.

We respectfully request to continue this effective partnership and to renew our lease agreement of 227 S Pollard property. Please let me know if you have any questions or concerns.

Sincerely,



Annette Patterson,

President of *The Advancement Foundation*



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Police

Issue

Officer of the Month for March and April 2016

Summary

Corporal James Spence was selected as Officer of the month for March and ATF/Detective Craig Frye was selected as Officer of the Month for April. Both will be recognized at the meeting

Attachments

Memo from Chief Foster-March
Memo from Chief Foster-April

Recommendations

Read Memos



VINTON POLICE DEPARTMENT

311 SOUTH POLLARD STREET

VINTON, VIRGINIA 24179

www.vintonpolice.com

Telephone (540) 983-0617~FAX (540) 983-0624

A State Accredited Agency

To: James Spence, Corporal

From: Thomas Foster, Chief of Police 

Date: April 12, 2016

Subject: Officer of the Month-March 2016

Congratulations!! You have been nominated and selected as Officer of the Month for March 2016.

During the month of March, Detective Froeschl issued a look out for a vehicle that belonged to a person of interest in a credit card fraud case as well as several vehicle larcenies.

You spent several days looking for this vehicle, locating it during routine patrol. You and Officer Keith initiated a traffic stop on this vehicle, which resulted in a vehicle chase that ended in front of the apartments on Wyndham Drive, where the driver hit a road sign, exited the vehicle and ran into the woods. A foot chase ensued and the subject was located and detained by a citizen in the wooded area behind the apartments.

The other passenger in the vehicle was the girlfriend of the driver, she told officers where to locate the stolen property. Officer Giles, along with a Detective from Botetourt County Sheriff's office, went to the residence in question, not only was stolen property located, but the search also resulted in the discovery of a Meth Lab.

Through your persistence and diligence in locating this subject, several cases were solved, to include credit card fraud and larcenies from vehicles. You also helped to locate and close down a very dangerous Meth Lab.

Great job! Keep up the good work.



VINTON POLICE DEPARTMENT

311 SOUTH POLLARD STREET

VINTON, VIRGINIA 24179

www.vintonpolice.com

Telephone (540) 983-0617~FAX (540) 983-0624

Thomas L. Foster
Chief of Police

A State Accredited Agency

To: Craig R. Frye, ATF/Detective

From: Thomas Foster, Chief of Police 

Date: May11, 2016

Subject: Officer of the Month-April 2016

Congratulations!! You have been nominated and selected as Officer of the Month for April 2016.

On Saturday, April 27, 2016, Detective Frye was asked to respond to a fire investigation in Luray, VA. A house had burned to the ground and a little girl missing.

Detective Frye, along with fellow co-workers, had the daunting task of sifting through debris, looking for the last victim, a little girl. Detective Frye was on scene for 3 days, and according to Resident Agent in Charge, James Pano's, took ownership of the investigation. ATF Agent Pano's states that "Detective Frye took a vital leadership role in the Command Post, and proved to us that his investigative instincts should always be trusted".

After an exhaustive search, remains were located on Sunday but were thought to be an animal and not human. Upon Detective Frye's insistence that the remains were human in nature, photographs of the remains were sent to the Forensic Anthropologist, who agreed that the remains were indeed human. If it wasn't for Detective Frye's persistence on this subject, the little girl may never have been found.

We understand how emotionally draining these situations can be and thank you for your outstanding detective work and leadership role in this situation.



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Police

Issue

Introduction of new Police Officers

Summary

Chief Foster will introduce new Officers in the Police Department.

Attachments

None

Recommendations

None



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Administration

Issue

Consideration of public comments regarding the proposed FY2016-2017 Town of Vinton Budget

Summary

The FY 2016-2017 annual budget represents the dedication the staff has to delivering excellent services to its citizens and continuing to be fiscally responsible and transparent. The *Proposed Budget* before you supports hundreds of services that are delivered by the four operating departments and four administrative offices. The budget document is one of the most important policies established by Council to convey to staff and the community priorities, levels of services, and investment in the community.

The budget document includes a great deal of information which is intended to explain what and why of government services provided by the Town of Vinton.

Council's commitment to sound fiscal decision-making is again reflected in this budget as in previous years. The citizens of Vinton expect quality services, prompt snow removal, professional law enforcement, professional land use and development guidance, quality community and recreation facilities, clean and well-maintained streets, quality neighborhoods, dependable water and sewer service, responsive solid waste and recycling collection and many other quality municipal services. Our citizens expect that these services be provided with minimal reliance on real estate taxes. Real estate tax revenue only accounts for 3.97% of the Town's total general fund revenues with a tax rate of \$0.07/\$100 of assessment value. The town did see real estate assessments increase by approximately 0.62% with the 2016 reassessment.

The *Proposed FY 2016/2017* budget includes an increase of the transient occupancy tax rate from 2% to 7% of the total amount of charge for the occupancy of any room or space provided for fewer than 30 consecutive days. This recommended increase will be used for visitor attraction and quality of life initiatives. The transient occupancy tax has not been changed since 1982.

Capital Improvement Program:

The CIP is intended to be a five year plan for building, equipment, and major purchases for the town. Approximately \$1,901,879 worth of needs were identified and submitted by departments for the FY 2016/2017 budget year. The proposed budget includes funding of only \$85,000 in the General Fund of these needs and it defers the remaining projects to future years. The following projects are included the budget for funding:

1. Replace Medic 23 Ambulance	\$55,000
2. Bridge Maintenance (Garthright Bridge)	<u>\$30,000</u>
Total General Fund	\$85,000

Capital improvement projects funded in the Utility Fund were in the amount of \$305,250. The projects included:

1. Meter Reading System Upgrade	\$ 25,000
2. Mini-Excavator	\$ 34,000
3. Skid Steer Loader, Tracked	\$ 44,000
4. Devonshire Drive Water Line Replacement	\$ 9,000
5. Peake Street/Pitt Avenue Water Line Replacement	\$ 14,200
6. Aragona Drive Water Line Replacement	\$ 9,540
7. Landfair Water Line Replacement	\$ 8,400
8. Sewer Rodding Machine	\$ 63,000
9. Sewer Line Acoustic Inspection System	\$ 22,000
10. Generator Connection (Stonebridge Well)	\$ 10,500
11. Generator Connection (Spring Grove Well)	\$ 10,500
12. Design and Engineering, 3 rd Street Sewer Lift Station	\$ 10,000
13. Feather Road Sewer Line Replacement	\$ 22,600
14. Gearheart Park Sewer Replacement Phase II	<u>\$ 22,600</u>
Total Utility Fund	\$305,250

Downtown Revitalization (Community Development Block Grant):

The Town received notification of the \$700,000 Block Grant Award in 2012 to assist with revitalization of our downtown. The grant is funded through a Federal Government and administered through the Virginia Department of Housing and Community Development with a September 30th 2016 deadline for completion. The Town utilized its commitment to assist with the purchase of property for the relocation of the Vinton Branch Library to leverage the CDBG funds.

The revitalization efforts focus on four key areas: (1) streetscape improvements, (2) business facade improvements, (3) branding and marketing of the downtown, and (4) a revolving loan fund to support business development. The grant is managed by the Assistant Town Manager, with guidance provided by a Project Management Team comprised of Town Officials and Community Stakeholders.

Multiple aspects of the initial planning and administration phases of the project have been completed to date to include creating the necessary contracts and other guiding documents for the project and conducting the various required environmental and historic reviews. In addition,

\$83,000 has been issued through three revolving loans for building renovations and job creation, the "In-Vinton" brand was developed along with the associated downtown shopping guide, as well as the completion of sidewalk improvements and the replacement of the street lamps on Pollard and Lee Streets.

Several key aspects remain for the revitalization project and are set to be completed by September. The remaining projects include as many as seven business facades to be renovated, downtown park bench and trash receptacle replacements, interior way-finding sign fabrication and installation, and the Farmers Market Stage restoration and expansion.

Economic Development

The Town of Vinton continues to work independently and collectively with other local and regional partners to pursue a variety of economic development activities to expand and diversify the local economy.

Two key areas of focus for the Town in recent years has been to place an emphasis on "In-Fill" and "Up-Fill" development by targeting underutilized properties to market for new business ventures. While this approach primarily addresses the issue of the Town being essentially landlocked and with few large parcels of undeveloped space to actively market, this approach also can prove to be financially beneficial to the prospective developer or business owner looking to expand.

Due to many underutilized properties already having utilities, necessary zoning and existing infrastructure needs, those assets coupled with attractive local and historic tax incentives can often be a more affordable solution and provide a quicker turn around for being open for business as opposed to an entirely new construction.

In partnership with Roanoke County, Vinton has recently began to realize some success in these strategies with the relocation of companies like Magnets USA to a former vacant building, as well as the recent sale of the former Roland E. Cook, former William Byrd High School and the River Park Shopping Center to private real estate developers for new housing and retail opportunities.

In addition, likely development of the old Vinton Branch Library, former Vinton Motors Dealership and interest the Gish Mill Property prove that the Town is primed to continue to take advantage of this approach into the foreseeable future.

Water and Sewer Fund:

The maintenance, operations, and investment in our water and sewer system are a fundamental government service. We have recognized the significant needs in our aging utility system and diligently work to keep it functioning. However, in the upcoming 10-15 years, significant investment will be required to replace water and sewer lines, pump stations, and equipment. The *Proposed FY 2016/2017* budget as presented is balanced. In the FY 2016/2017 budget, there is no proposed rate increase.

A comprehensive rate structure analysis was presented to Council in January 2013. Council adopted as part of the FY 2013/2014 Budget an 8.7% water and sewer rate increase. As part of the Cost of Service Study an 8.9% rate increase in water and sewer rates was approved for both FY 2014/15 and FY 2015/16 which will provide funding for infrastructure needs, capital needs and reserve funds needed in the Utility Fund. To continue to provide funding to maintain our

water and sewer system, it will be necessary to do another comprehensive rate structure analysis during the FY 2016-2017 budget year to assist Council in making a sound decision concerning future rate increases.

Stormwater Fund:

In the FY 2016/2017 budget expenditures were identified in the general fund and utility fund relating to stormwater were transferred to a new fund. This will assist staff and Council in knowing the dollar amounts associated with the costs of stormwater management in order to make a sound decision on a future stormwater utility fee in the Town. Funding is needed to ensure that Town will continue to stay in compliance with the stormwater permits requirements and the additional Total Maximum Daily Loads (TMDL) Action Plans requirements.

CONCLUSION

While this is primarily a maintenance budget, we have been able to maintain our staffing levels and provide for salary increases and market adjustments. The *Proposed FY 2016-2017 budget* also recognizes economic development initiatives throughout the Town which will create synergy and bring continued growth to our Vinton economy. Through this budget, we will continue to make Vinton the “IN” place to live, work and play.

Members of the Town staff are available to assist and support the Town Council during your deliberation on this *Proposed Budget*. We will provide any additional information or data you may need during your review of the objectives and proposals included in this document. Copies of the *FY 2016/2017 Proposed Budget* are available in the Town Manager’s Office, as well as the Treasurer’s Office and on the Town’s web site at www.vintonva.gov. Finally, a document of this size and magnitude is a product of many individuals. Each Town staff member who contributed to the development of this *Proposed Budget* is to be commended. Pete Peters, Assistant Town Manager, Susan Johnson, Executive Assistant/Town Clerk, Anne Whitehurst, Accounting Manager and Donna Collins, Human Resources Director led to the development of this budget. In addition, the department heads spent countless hours on all matters contained in this budget. Without these individuals, this budget would not be possible. Lastly, Town Council has spent a significant investment in their time to provide leadership and guidance so that the values and priorities of the community are maintained to the greatest extent possible within our financial means.

Attachments

None

Recommendations

Conduct Public Hearing, action to be taken on June 7, 2016



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Administration

Issue

Presentation of the Hotel Feasibility Study (Field Research Overview Report) for the Town of Vinton/East Roanoke County Market Service Area from Hospitality Marketers Inc.

Summary

The Town of Vinton and Roanoke County Economic Development agreed in August 2015 to jointly solicit a consultant to conduct a Hotel Feasibility Study for the Town of Vinton and East Roanoke County Market Service Area to determine the potential for the area to support a Hotel Development.

A Request for Proposals (RFP) was issued in September and the Town contracted with Hotel Marketers Inc in December to conduct the study to include an overview of the Roanoke Valley Hotel Market, specific site review within Vinton and Eastern Roanoke County and analysis of the data collected in order to provide recommendations.

A final draft report was presented to TOV and Roanoke County staff in April and highlights of the report have been prepared for Council's review.

Attachments

Hotel Feasibility Study (Field Research Overview Report).

Recommendations

No action required



Hospitality Marketers
International, Inc.

Management

Research

Marketing

Gregory R. Hanis, ISHC
President

ghanis@hospitalitymarketers.com
262-490-5063

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Fort Myers, FL 33913

800-657-0835
Fax: 239-245-8161

hmi@hospitalitymarketers.com
www.hospitalitymarketers.com

Hotel Service Network

FIELD RESEARCH OVERVIEW REPORT

VINTON, VIRGINIA

APRIL, 2016

Prepared Exclusively for:

Town of Vinton, Virginia

Prepared by:

Hospitality Marketers International, Inc.

**Gregory R. Hanis, ISHC
President**

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EXHIBITS
Vinton, Virginia

- Exhibit 1 - Geographic Relationship of the Subject Market to the Mid-Atlantic and East-Central Region of the United States and State of Virginia Including the Primary Regional Market Area Served

- Exhibit 2 - Geographic Relationship of the Subject Market Area to the State of Virginia and City of Roanoke Including the Local Market Area

- Exhibit 3 - Vinton Subject Market Area Along with the Preferred Site Area and Primary Competitive Hotels

- Exhibit 4 - Economic Radii Analyzed in this Report

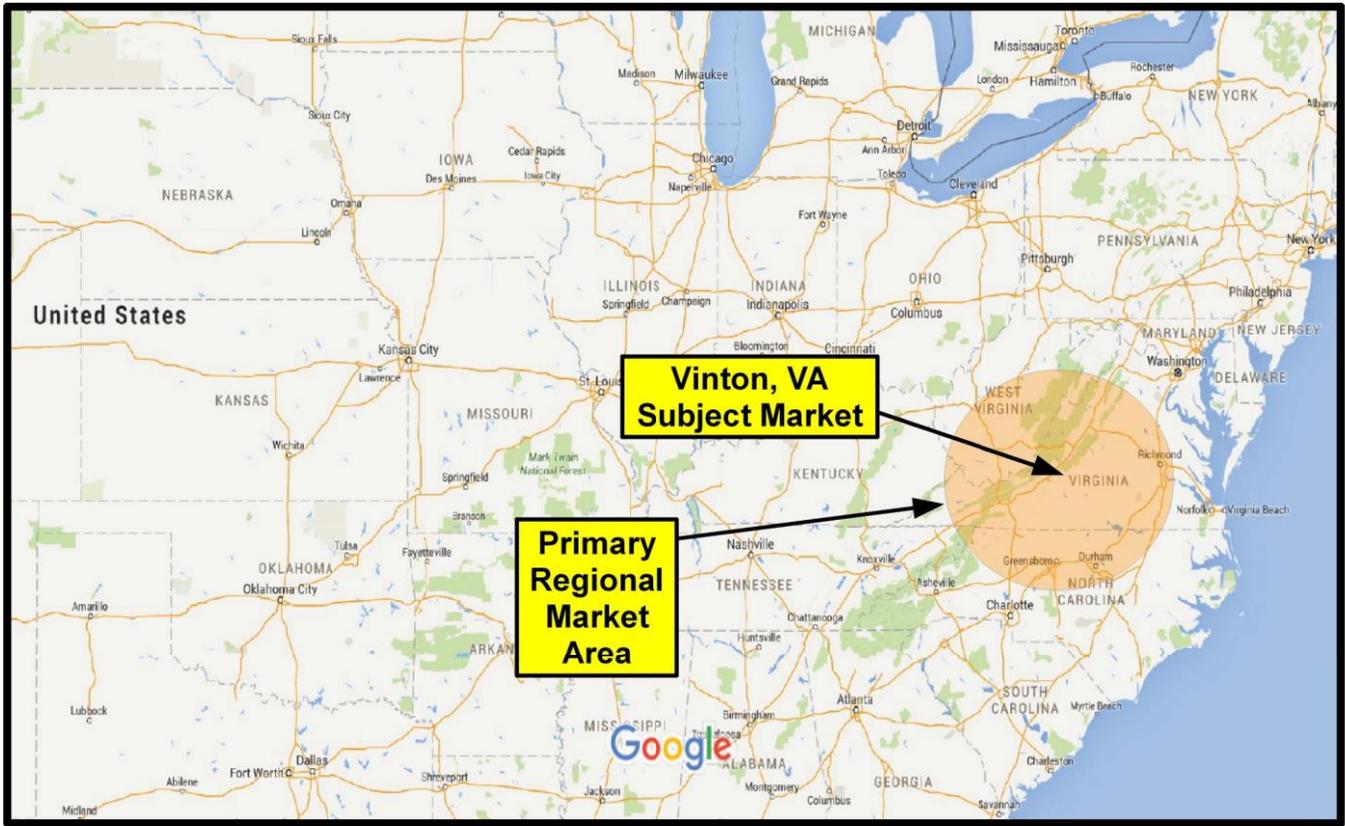


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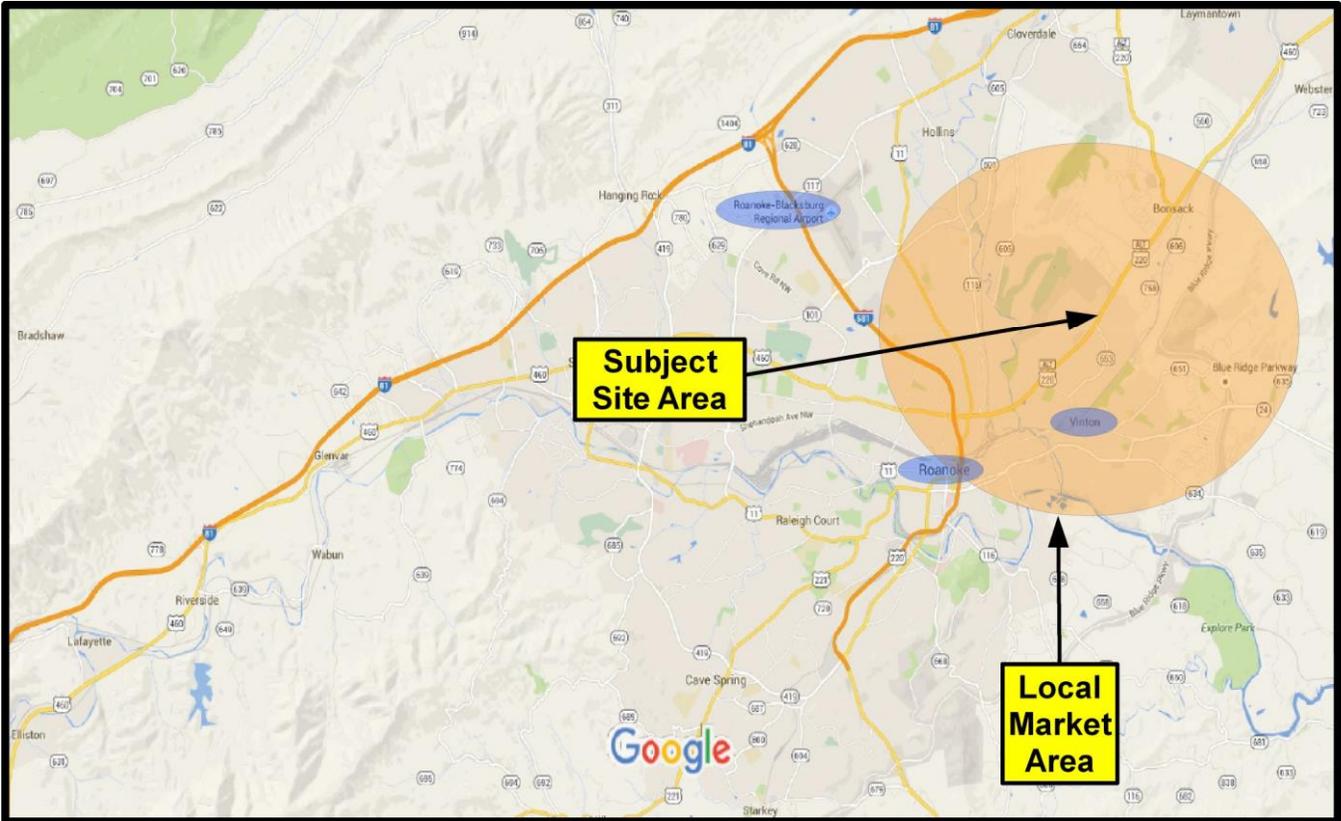


Exhibit 2 - Geographic Relationship of the Subject Market Area to the State of Virginia and City of Roanoke Including the Local Market Area

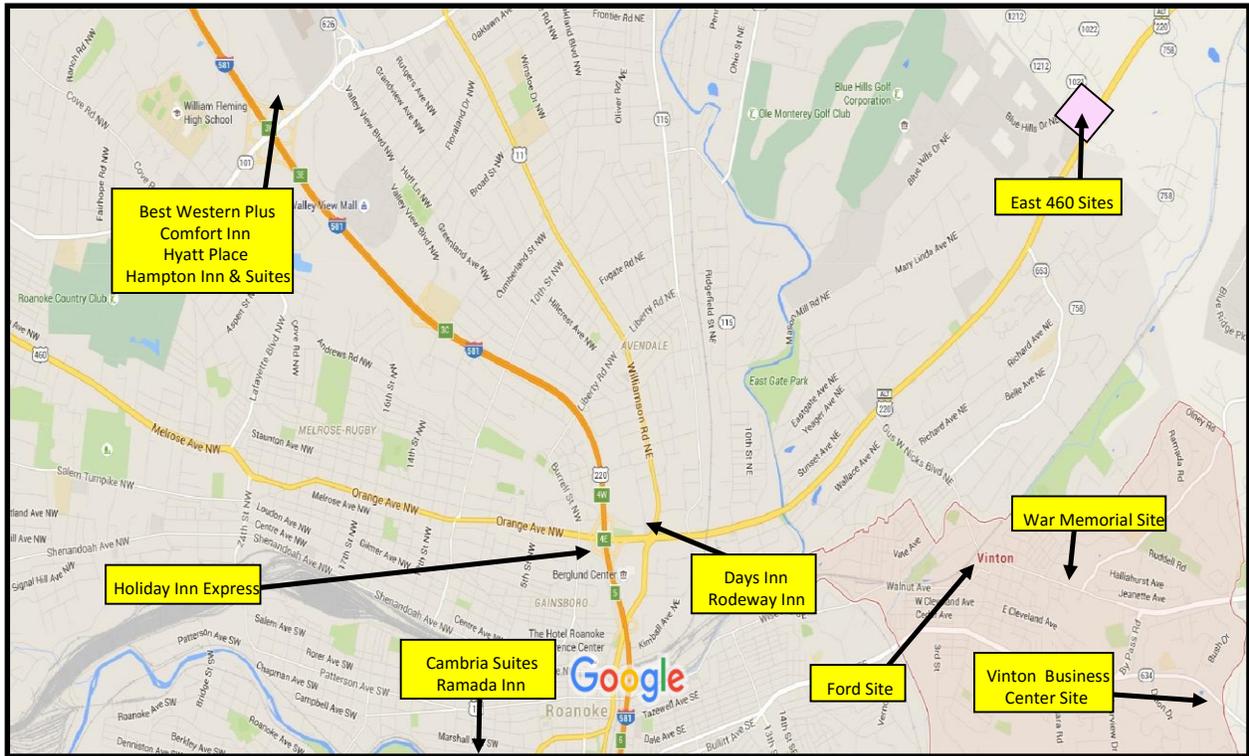


Exhibit 3 - Vinton Subject Market Area Along with the Preferred Site Area and Primary Competitive Hotels

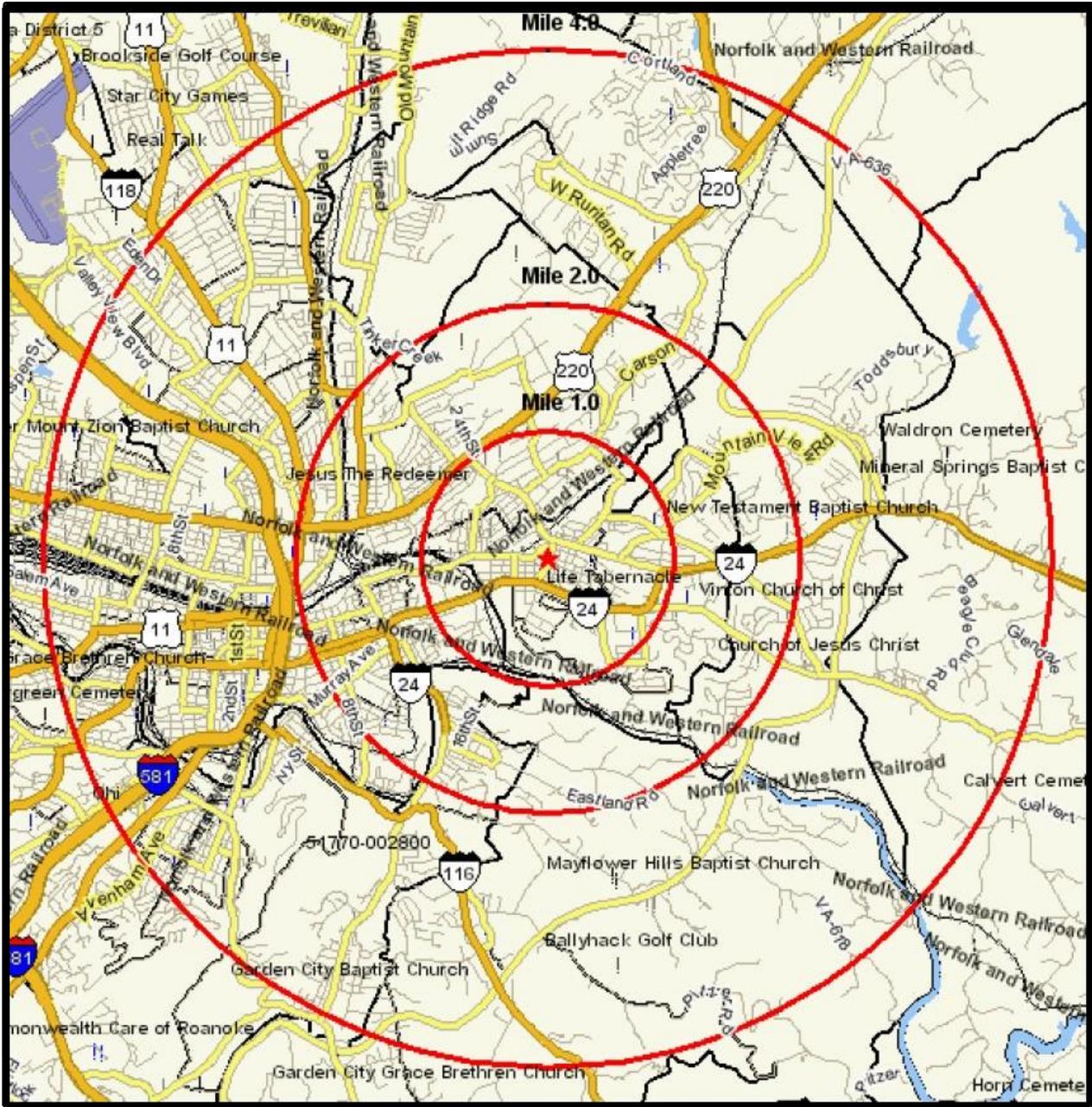


Exhibit 4 - Economic Radii Analyzed in this Report

INTRODUCTION/OBJECTIVE

The following Field Research Overview Report was prepared based upon the field research performed by Hospitality Marketers International, Inc. in December, 2015 and additional research performed in January and February, 2016. This report provides an overview of the highlights observed in Vinton, Virginia and the surrounding Roanoke County market area. It provides preliminary Operational Projections for this market's ability to support a limited service, mid to upper-midscale hotel in this market. The report also includes preliminary projections for this market supporting up to an 60-room hotel.

Recommendations will be provided for continuation of the Hotel Market Study, based upon the research presented in this report, in the form of a complete Comprehensive Hotel Market Study. At that point, the decision to perform additional Hotel Market Research can be made.

As an overview report with preliminary Operational Projections and recommendations, this report is intended to be used as an internal document and not for external purposes, such as investment or lending activity. It is intended to determine if further research of the subject market is necessary and if a more detailed Hotel Market study should be completed. In a full Hotel Market Study, these preliminary report comments would be expanded and presented with more detail.

This report is the sole property of the Town of Vinton, Virginia. This report cannot be used without the expressed written permission of the Town of Vinton or another appropriate representative.

PROPOSED PROPERTY DESCRIPTION

It was requested that this fieldwork research report investigate the potential feasibility of developing a limited service, midscale hotel. Recommendations will be provided regarding the suggested size of the proposed hotel as well as the price category, amenities and brand. Recommendations for these amenities and the potential financial support level will be provided later in this report.

GENERAL MARKET

- The Vinton area is located in the west central section of the State of Virginia.
- Vinton is an eastern suburb of the City of Roanoke and it is located 4 miles west of the center of Roanoke.
 - It is situated 7 miles southeast of the Roanoke-Blacksburg Airport.
 - Vinton is located 3 miles east of the Interstate 581 and Orange Avenue/Highway 220 intersection. This is the main access route to the Vinton area.
- The Town of Vinton is a Roanoke suburb that is heavily residential and commercial in nature. There is corporate, industrial and distribution activity in the surrounding market area. There is also tourism in the region with the Blue Ridge Parkway, a U.S. National Park, running through the south side of Vinton. The large residential base in the area also contributes traditional social/leisure activities including weddings, reunions, funerals, youth/amateur sports, festivals etc.

EXHIBITS

The following exhibits describe the geographic location of the subject market and subject site.

- Exhibit 1 of this report shows the geographic relationship of the subject market to the Mid-Atlantic and East-Central region of the United States and State of Virginia. The regional market served is also shown.
- Exhibit 2 shows the geographic relationship of the subject market area to the State of Virginia and City of Roanoke.
- Exhibit 3 of this report shows the Vinton subject market area along with the preferred subject site.
- Exhibit 4 of this report shows the economic radii analyzed in this report.

SUBJECT SITE

- There were several potential site areas identified and reviewed during the field research stage of this report. These were in the Town of Vinton and were located at:
 - WAR MEMORIAL SITE - East Washington Avenue South and Blue Ridge Lane. This site is owned by the Town of Vinton. The Town is interested in developing this site. This site is along East Washington, a well-traveled street in the Town.
 - VINTON BUSINESS CENTER SITE - Hardy Road just west of the Blue Ridge Parkway. This site is jointly owned and managed by the Town of Vinton and by Roanoke County. Both are interested in seeing this site developed. Currently, there is one company located in the Center, Cardinal Glass. Support Services are not in the immediate site area but are located about a mile away. It also has excellent access to the Blue Ridge Parkway, the developing Explore Park and on the primary travel route to and from Smith Mountain Lake.
 - FORMER FORD MOTOR DEALERSHIP SITE - East Washington Avenue and South Pollard Street in the southeast corner this intersection. This is a privately owned site that is located in the downtown area of the Town. It is the closest site to Highway 460. East Washington Avenue is a well-traveled street in Vinton.
 - EAST 460 SITES - Highway 460. There is a series of privately owned sites located within East Roanoke. These sites are located by the Roanoke Center for Industry and Technology. Four sites are currently available in the immediate area.
- All four of these sites have potential to serve as a site for a hotel.
- The following chart highlights the support level characteristics of this subject site area.

SUBJECT SITE EVALUATION				
SITE LOCATION CATEGORY	VINTON SITES			COUNTY SITE
	War Memorial	Vinton Business Center	Ford Site	East 460 Sites
	RATING	RATING	RATING	RATING
Visibility	Very Good	Good	Very Good	Excellent
Accessibility	Excellent	Excellent	Excellent	Excellent
Land Prep	Good-Investigate	Good-Investigate	Good-Investigate	Good-Investigate
Environmental	Good-Investigate	Good-Investigate	Good-Investigate	Good-Investigate
Major Utilities	Very Good-Investigate	Very Good-Investigate	Very Good-Investigate	Very Good-Investigate
Zoning	Very Good-Investigate	Very Good-Investigate	Very Good-Investigate	Very Good-Investigate
Architectural Controls	Very Good-Investigate	Very Good-Investigate	Very Good-Investigate	Very Good-Investigate
Area Support Services	Very Good	Good	Very Good	Very Good
Competitive Position	Good	Good	Good	Very Good
Ownership	Town	Town/County	Private	Private
Overall	Very Good	Very Good	Very Good	Very Good
<i>Source: HMI</i>				

- Overall, these subject sites appear to all be rated Very Good for hotel development. The highest Overall Rated Site is the East 460 Site area, followed by the War Memorial and former Ford Sites. The lowest Overall Rating is for the Vinton Business Center. However, all of the ratings are in a very narrow range and vary by only .3 points in their Overall Rating.
- Two of the Site Areas, War Memorial and Vinton Business Center, are controlled by the Town and/or the County. The other Site Areas are privately owned.
- A more detailed evaluation/analysis of the proposed site would be provided in a Comprehensive Hotel Market Study. This would include factors such as Land Preparation, Visibility, Accessibility, Environmental, Support Services and Competitive Position.

ECONOMIC OBSERVATIONS

The following section highlights the overall economic characteristics of this market area.

- The Vinton area was defined as a blue collar, middle income residential community. The Population is made up of self-employed service technicians (plumbers, electricians, HVAC, carpenters, etc.). There is a commercial aspect that supports the local residents. Most of the residents commute from Vinton for work.
- The broader market is more diverse and developed. The large Roanoke Center for Industry and Technology is located just east of Vinton off Orange Avenue. Also, west along Orange Ave at I-581, there is additional corporate commercial activity. Lastly, Orange Avenue is a highly developed commercial area with retail, restaurants and service facilities. The broader market also has a large residential base ranging from middle income to upper income areas.

The chart below shows the Population and per capita income in this market area. The one-mile radius provides a focus on the Town of Vinton while the four-mile radius includes the surrounding market area.

GENERAL MARKET DEMOGRAPHICS							
VINTON, VA							
RADIUS: 1 Miles							
	2010 CENSUS	2015 ESTIMATE	PERCENT CHANGE	ANNUAL PERCENT CHANGE	2020 PROJECTION	PERCENT CHANGE	ANNUAL PERCENT CHANGE
POPULATION	7,730	7,744	0.2%	0.0%	7,857	1.5%	0.3%
AVERAGE PER CAPITA INCOME	\$15,000	\$23,227	54.8%	11.0%	\$26,198	12.8%	2.6%
RADIUS: 4 Miles							
POPULATION	76,728	78,652	2.5%	0.5%	81,344	3.4%	0.7%
AVERAGE PER CAPITA INCOME	\$16,814	\$23,105	37.4%	7.5%	\$25,559	10.6%	2.1%
<i>Source: Claritas</i>							

- A review of the previous chart indicates that the immediate Vinton/one mile area has seen little growth in Population. It was reported that Vinton is about 85% built-out with current and future re-development opportunities in the area. A slight growth in Population is estimated in the next few years.
- The primary traffic routes through the Vinton market are Orange Avenue (Highway 220), Gus W. Nicks Boulevard NE, and East Washington Avenue.
- Historical traffic counts on Orange Avenue indicate a range of 32,000 to 40,000 vehicles per day in the area of Gus W. Nicks Boulevard for an average of 36,000 vehicles per day. The average traffic growth rate from 2008 to 2014 was 1.3% per year with a range of 1.1% to 1.4% per year. .
- In 2013, the top three employment industries in the immediate market were Health and Social Services at 11.4%, Manufacturing at 10.2%, and Retail Trade at 9.1%. This indicates that employment in market area is only slightly reliant on these top industries since they generate 30.7% of the overall employment in the town. This is encouraging because typically the top three employment industries should generate less than 50.0% to indicate good diversity of employment. This indicates that this market has good diversity of employment to support a hotel.
 - In 2008, these same three industries generated 40.7% of the employment. This indicated that the market improved in employment diversity.
 - There were 9 industries with increased employment and 12 industries with decreased employment.
 - Overall, employment decreased by (17.6%) from 2008 to 2013.

- Current data through calendar year 2015 indicates that Vinton has a 3.4% unemployment rate. This compares with Roanoke County at 3.4% and the State of Virginia at 4.4%. The historic unemployment rates from 2005 to 2015 are 4.2% in Vinton, 4.4% in Roanoke County, and 5.1% for the state. Overall, the unemployment rate in Vinton is positive when compared to the county and state.
 - Ranging from 4.2% to 4.4%, this is at the low end of what economists consider full employment (4%-5%). As a result, there could be some labor Supply and/or wage pressures within the Service industry.
- The closest commercial airport is the Roanoke-Blacksburg Airport about seven miles from the Vinton. This is a regional airport that offers daily flights to national hub cities.
- A more detailed evaluation/analysis of the macro market economics would be provided in a Comprehensive Hotel Market Study.

LODGING DEMAND

The chart below shows the current distribution of Lodging Demand from the Corporate/Commercial and Social/Leisure market segments as well as the anticipated Lodging Demand for the proposed hotel in Vinton.

MARKET SEGMENTATION					
	SUBJECT MARKET PROBABLE PERCENT OF MARKET	RANGE	PROPOSED PROPERTY PROBABLE MARKET	MARKET PENET.	RANGE
Individual Travel Markets	70.0%	67.5%-72.5%	80.0%	114.3%	77.5%-82.5%
Corporate/ Commercial	35.0%	32.5%-37.5%	30.0%	85.7%	27.5%-32.5%
Social/Leisure	35.0%	32.5%-37.5%	50.0%	142.9%	47.5%-52.5%
Group Markets	30.0%	27.5%-22.5%	20.0%	66.7%	17.5%-22.5%
Business Related	20.0%	17.5%-22.5%	5.0%	25.0%	2.5%-7.5%
Social/Leisure Related	10.0%	7.5%-12.5%	15.0%	150.0%	12.5%-17.5%
TOTAL	100.0%		100.0%		

Source: HMI

- As seen in the above chart, the subject market and the overall market will have different market segmentations. This is because the Vinton market is not as diverse as that of the Competitive Hotel Set market, which is defined for this report and will be defined in the Lodging Supply section. The Competitive Hotel Set market which include an interstate highway location

closer to downtown Roanoke and the airport. The Vinton market segmentation will be more self-contained to Lodging Demand that is in the immediate area. This area includes Orange Avenue and ranges from I-581 to the west to the Roanoke Center for Industry and Technology to the east. This is within the 2-mile radius of this market.

- The subject market will have slightly less Individual and Group Corporate/Commercial Lodging Demand (35%) than in the Competitive Set market (55%). There will be the potential for more Individual and Group Social/Leisure Lodging Demand (65%) than in the overall Competitive Hotel Set market (45%).
- The chart below shows an overview of the Lodging Demand sources in the Vinton market area.

MARKET SEGMENTATION PROFILES		
	Demand Potential	
	Transient = T Extended= E Group= G	Subject Property Potential
Social/Leisure Markets		
Visiting Friends & Relatives	T, E	Very Good
Area Sites & General Tourism		
Blue Ridge Parkway Travelers	T, G	Very Good
Explore Park		
Area Events	T	Very Good
Area Recreation- (Boating, Hiking, Biking, Hunting, Fishing, etc.)	T	Very Good
Weddings	G	Excellent
Reunions	G	Very Good
Funeral	G	Good
Other	G	Good
Motor coach Tours	G	Good
Amateur Youth Sports- Roanoke Area	T, G	Good
	Potential	Very Good
Corporate/Commercial Markets		
Agriculture		NA
Mining, Quarrying & Oil and Gas Exploration		NA
Utilities	T, E, G	Fair
Construction	T, E	Good
Manufacturing	T, E, G	Very Good
Wholesale Trade	T	Good
Retail Trade	T	Good
Transportation and Warehousing	T	Good
Information	T	Good
Finance, Insurance and Real Estate	T	Good
Real Estate, Rental & Leasing	T	Good
Services		
Professional, Scientific & Technical	T, E	Good
Management of Companies and Enterprises	T	Good
Administrative, Support, Waste Management and Remediation	T	Good
Educational	T, E	Good
Health and Social Assistance	T, E	Very Good
Arts, Entertainment & Recreation	G	Good
Accommodation & Food Services	T	Fair
Other	T, E	Fair
Public Administration	T	Fair
Corporate Business Groups	T	Good
Professional Business Associations	T	Fair
	Potential	Good
	Overall Potential	Good

Source: HMI

SOCIAL/LEISURE

- A large portion of this demand segment will likely come from visiting family and friends. This demand was reported to come to the subject market area from regional and national markets for weddings, family reunions, funeral and some local events.
- There are a number of annual events in the area that were reported to draw visitors from the regional and national area. The largest event in the town is the Dogwood Festival held in April. There is also a Wine Festival held in May at the War Memorial. In October there is a Fall Festival.
- The Blue Ridge Parkway is a 469-mile route that connects the Great Smoky Mountains National Park in North Carolina to the Shenandoah National Park in Virginia. It is also a unique national park that runs through the area on the south side of Vinton. Traffic Counts on the parkway were not available for this report.
- Explorer Park is located just south of Vinton. This is a developing 1,000-acre recreational area that will be an attribute to the subject market area. At this time, the Lodging Demand potential is undefined. The Visitors Center reported over 19,000 visitors in 2015 with 38,000 visitors reported for all events at Explorer Park.
- In the Vinton area, there are five wedding venues. All of these are very active and will generate the need for hotel rooms.
- A sports complex in the area hosts youth/amateur baseball and soccer events. Per the Chamber of Commerce, they refer guests to the Cambria Suites in Roanoke as the preferred hotel.
- More detailed analysis of this Social/Leisure market segment would be provided in a full Comprehensive Hotel Market Study.

CORPORATE/COMMERCIAL

- It was reported that Vinton is made up of many self-employed residents in the service areas. This includes painters, carpenters, electricians, plumbers, HVAC service technicians, etc.
- In addition to this, there is a commercial and retail base in this market. This activity is mainly supporting the local residents with little destination retail.
- To further support local residents, there are professional services including accounting, legal, financial, etc.

- There are several larger employers in the market. These firms have varying degrees of Lodging Demand that add diversity to the Corporate/Commercial market segment. These companies include:
 - Cardinal Glass Industries- 240 employees
 - Precision Fabrics Group- 204 employees
 - Berkshire Healthcare- 200 employees
 - Coca Cola Bottling – 175 employees
 - Integrity Windows and Doors- 170 employees
 - Aramark Uniform Services- 100 employees

- East of Vinton in the Roanoke Center for Industry and Technology, there are several other large employers. Again, they create various degrees of Lodging Demand potential and add to the diversity and depth of the subject market. These companies include:
 - Advance Auto Distribution Center
 - Cooper Industries
 - Elizabeth Arden Distribution Center
 - Orvis
 - Semco Duct and Acoustical
 - Wholesome Harvest Bakery

- The diversity of these companies indicate the potential for the following types of Corporate/Commercial Lodging Demand currently coming into the area for overnight stays.
 - Auditors
 - Corporate/home office executives
 - Customers
 - Distribution Activity
 - Equipment service technicians
 - Sales Activity
 - Training sessions
 - Vendors/Suppliers

- This Corporate/Commercial Demand was reported to be driven primarily by the region. However, there is also the potential for national and international demand.

- Berkshire Health Care is a recovery center that also provides long-term care in this area.

- In the research for this report, the Group market segment was not well-defined. This would need to be developed in more detail in a Comprehensive Hotel Market Study. At this time, the 5% Group market identified in the Market Segmentation was thought to be possible for the proposed limited-service hotel.
- More detailed information and analysis of the Corporate/Commercial market segment presented in this section of the Field Research Hotel Evaluation Report would be provided in a Comprehensive Hotel Market Study.

To analyze Lodging Demand in the subject market area, a Competitive Set of hotels in the Vinton area was identified. These are the hotels that local officials indicated were being utilized by visitors to this market area. A listing of these hotels is provided below in the Lodging Supply section of this report.

- Lodging Demand in the Competitive Set grew by 2.6% in 2015. The historic average annual growth rate was 9.9% from 2009 - 2015. This market saw positive growth in each year analyzed. This included 2010 and 2014 when new Lodging Supply growth occurred. The strongest growth rate occurred in 2014 with a growth rate of 12.1%
- The Lodging Demand Annual Seasonality of the subject market showed Lodging Demand strength from April through October.
 - Revenue was maximized in each of the above seven months. However, there is the potential for rates to increase to better match Lodging Demand levels in June, July and October.
 - The weakest Lodging Demand period is December through February.
- During the three-year period January, 2013 through December, 2015, this market appears to have an average weekday ADR of \$81.97 which is slightly higher than the average ADR of \$81.58. The average weekend ADR is \$83.17 which is also higher than the average ADR of \$81.58.
- The average low single rate in the market is \$84.55. Based upon this rate, the overall market is experiencing slightly higher Rate Sensitivity due to discounting in both the weekday and weekend periods.

- *Unaccommodated Lodging Demand* is described as either Lodging Demand that prefers to stay in the subject market but is currently staying in other areas due to the lack of adequate accommodations. This is due either to condition or number of available rooms. It can also be described as Lodging Demand that is staying in the subject market but actually desiring accommodations in other areas.
 - With no hotels in Vinton, it is assumed that the first type of Unaccommodated Lodging Demand is occurring. Local officials reported choosing hotels in the Competitive Set.
 - A review of the Competitive Set's performance from January, 2015 through December, 2015, reveals that 55.25 nights (15.1%) achieved Occupancies of 70.0% or greater. This is considered an Occupancy performance level at which newer and better hotels are reaching maximized Occupancy. Of these, there were no nights with Occupancy over 80%. These nights are primarily in May through July and in October on Friday and Saturday. There were only a few other nights throughout the year with Occupancy over 70%.

More detailed information and analysis of the data provided in this section of the Field Research Hotel Evaluation Report would be provided in a Comprehensive Hotel Market Study.

LODGING SUPPLY

- There are currently no hotels in the immediate Vinton area.
- There are 9 hotels within a five-mile area that could be potential competitors of the proposed hotel. These hotels are in the economy to the lower-upscale hotel product category. They are, for the most part, limited-service hotels. Two of the hotels are select-service hotels.
 - The first cluster of hotels is about 2.0 to 2.5 miles from Vinton at the interchange of Orange Avenue and I-581. These include the Days Inn, Holiday Inn Express, and Rodeway Inn.
 - The next cluster is about 3.5 to 4.0 miles from Vinton. These hotels include the Cambria Suites and Ramada Inn
 - The last cluster of hotels is about 4.5 miles from Vinton and includes hotels around the airport: the Best Western Plus, Comfort Inn, Hampton Inn & Suites, and Hyatt Place.

The chart below highlights the primary competitors of the proposed hotel:

PRIMARY COMPETITIVE HOTELS				
Number of Hotels:	9			
Number of Hotel Rooms:	1,048			
Chain Related:	Hotels:	9	%Overall Marke	100.0%
	Rooms:	1,048	%Overall Marke	100.0%
Non-Chain Related:	Hotels:	0	%Overall Marke	0.0%
	Rooms:	0	%Overall Marke	0.0%
PRODUCT DIFFERENTIATION ANALYSIS				
CATEGORY	NUMBER OF HOTELS	PERCENT OF MARKET	NUMBER OF ROOMS	PERCENT OF MARKET
Budget	0	0.0%	0	0.0%
Economy <i>Days Inn-165 ms.; Rodeway Inn-99 ms.</i>	2	22.2%	264	25.2%
Economy Suite	0	0.0%	0	0.0%
Mid-Priced (Limited-Service) <i>Best Western Plus-Valley View-84 ms.; Comfort Inn-96 ms; Holiday Inn Express-97 ms.</i>	3	33.3%	277	26.4%
Mid-Priced (Full-Service) <i>Ramada-124 ms.</i>	1	11.1%	124	11.8%
Mid-Priced Suite (Limited-Service) <i>Hampton Inn & Suites-130 ms</i>	1	11.1%	130	12.4%
Mid-Priced Extended Stay	0	0.0%	0	0.0%
Upscale (Select-Service) <i>Cambria Suites-127 ms; Hyatt Place-128 ms</i>	2	22.2%	253	24.1%
Upscale (Boutique)	0	0.0%	0	0.0%
Upscale Suite (Full-Service)	0	0.0%	0	0.0%
Upscale Extended Stay	0	0.0%	0	0.0%
TOTALS	9	100.0%	1,048	100.0%
Average Room Size:			116.4	
<i>Source: HMI</i>				

- Characteristics of the Competitive Set:
 - The Average Size of the Competitive Set is 117.5 rooms
 - The Average Age of the Competitive Set is 24 years ranging from 13 to 20 years. This average age is beyond the second renovation period and this would be an advantage for the proposed hotel.
 - All the hotels are affiliated with a national hotel chain.
- The following chart shows the projected ADR performance of the hotels comprising the Competitive Set:

COMPETITIVE HOTEL OCCUPANCY & RATES				
PROPERTY	Occ. Perform.	RATE ANALYSIS		PROJECTED ADR
		WINTER	SUMMER	
<u>Roanoke, VA</u>				
BW Plus @ Valley View	Average	\$94-\$125	\$102-\$125	\$95.48
Cambria Hotel	Average	\$95-\$169	\$111-\$189	\$121.57
Comfort Inn Airport	Average	\$84-\$105	\$112-\$140	\$96.17
Days Inn	Below	\$48-\$67	\$61-\$82	\$55.98
Hampton Inn & Suites	Above	\$88-\$129	\$105-\$144	\$100.52
Holiday Inn Express	Above	\$78-\$125	\$100-\$150	\$98.22
Hyatt Place Valley View Mall	Above	\$94-\$149	\$146-\$184	\$125.12
Ramada	Below	\$50-\$74	\$54-\$74	\$53.93
Rodeway Inn Civic Center	Below	\$50-\$65	\$50-\$65	\$49.11
Competitive Market Average Daily Room Rate (ADR):				\$87.63
* Rates shown reflect the low single to high double for each season.				
** Where seasonal rate range was not available, similar available rate range was used.				
<i>Source: HMI</i>				

- In this Competitive Set, there appears to be three rate tiers:
 - The first rate tier includes two hotels: the Cambria Suites and Hyatt Place. These properties have an estimated ADR range of \$120 to \$125. The estimated average rate of these properties is \$123.33. They achieve a yield of 140.7% to the Overall Competitive Set average ADR of \$87.63.
 - The second rate tier includes four hotels: the Best Wester Plus, Comfort Inn, Hampton Inn & Suites and Holiday Inn Express. These properties have an estimated ADR range of \$95 to \$100. The estimated average rate of these properties is \$97.90. They achieve a yield of 111.7% to the Overall Competitive Set average ADR of \$87.63.

- The third rate tier includes three hotels: the Days Inn, Ramada Inn and Rodeway Inn. These properties have an estimated ADR range of \$49 to \$55. The estimated average rate of these properties is \$53.57. They achieve a yield of 61.1% to the Overall Competitive Set average ADR of \$87.63.

To accurately rate position the proposed hotel, it was felt to be appropriate to remove the highest and lowest rate tiers. Therefore, the proposed hotel's rate positioning should be in the second rate tier. At this time, the average rate positioning yield ranges from 109.1% to 114.7% and should be in the middle of this range at 111.7%. This would be in the middle of the second rate tier.

- It would position the proposed hotel below the Hampton Inn & Suites and Holiday Inn Express and above the Best Western Plus and Comfort Inn.
- This rate positioning would be analyzed along with a more detailed review of the members of the Competitive Set in a more Comprehensive Hotel Market Study report.
- The Competitive Position of these hotels shows the following:
 - With the Average Age of the hotels at 23.8 years, there are older hotels in this market. The Hampton Inn & Suites at 1 year old and the Cambria Suites at 5 years old are the newest hotels in the market. These hotels are at or below the first major renovation per of 5-7 years. All the rest of the s are past the 12-15 year second major renovation period and will require on-going renovation and maintenance to remain competitive.
 - Competitive Rate Positioning was discussed above and would position the hotel at 111.7% to the Competitive Set.
 - The Facilities of the older economy hotels are not considered to be highly competitive with the proposed hotel. The remaining hotels have above average facilities.
 - Brand competition within the rate positioning suggested will be above average. It is suggested that operating the proposed hotel with brand representation will improve its competitive position in this market.
 - Locating the new hotel at the recommended subject site should be positive to serving the Lodging Demand in this market area. It will be the first and only hotel in this area.

HISTORICAL LODGING PERFORMANCE

- *Lodging Demand* in this market has grown every year since 2010. The highest growth rate was seen in 2014 at 12.1%. This market experienced a 2.6% growth rate in 2015. The average annual Lodging Demand growth from 2010 through 2015 was estimated to be 9.9%.
- Occupancy followed a trend similar to that of Lodging Demand with growth every year since 2010. The highest Occupancy rate of 59.9% was seen in this market in 2014. 2015 Occupancy is at 58.0%. This lower Occupancy is due to the new 130-room Hampton Inn entering the market. In 2009, the Occupancy level for the Competitive Set was 47.3%.
- *New Lodging Supply* was added to the Competitive Set over the years analyzed. The 130-room Hampton Inn & Suites entered the market in 2015 and the 127-room Cambria Suites entered the market in 2010. The average per year Lodging Supply growth from 2009 to 2015 is 5.0% per year.
 - Based upon the Lodging Demand and Lodging Supply growth, the historic absorption rate is 6.1 months. This is well below the maximum three-year absorption rate for hotel development.
- At this time, a new 127-room Hampton Inn & Suites is under construction in the 4.5 mile radius of Vinton. These new rooms will increase Lodging Supply by 12.1% and they will impact this market in 2017. .
- *Average Daily Room Rates (ADR)* experienced positive growth in most years analyzed from 2010 to 2015. There was a decline of (1.5%) in 2015 when the Cambria Suites entered the market. There was another (0.1%) decline in 2012. The highest growth was seen in 2014 with an increase of 10.1%. 2015 had a 7.9% increase at \$88.26. The 2009 to 2015 historic average annual change in ADR was 3.8%.
- *Revenue Per Available Room (RevPAR)* has seen positive growth in all years from 2010 to 2015 with the exception of 2012 when a (1.5%) decrease was seen. The highest growth rates occurred in 2011 and 2014 with growth rates of 15.4% and 10.5%, respectively. 2015 RevPAR increased by 4.5% to \$51.16. The average annual growth from 2009 to 2015 was 8.4%.

More detailed information and analysis of the data provided in this section of the Field Research Hotel Evaluation Report would be provided in a Comprehensive Hotel Market Study.

CONCLUSIONS

The purpose of this field research report was to test the feasibility of the hotel project described at the beginning of this report. Based on the support levels shown in the charts above, the proposed hotel was projected at a 60-room level. This is the recommended size for the proposed hotel.

PRELIMINARY OPERATIONAL PROJECTIONS

(Occupancy, Average Daily Room Rates and Sales Revenue)

The following chart shows the preliminary Operational Projections for Occupancy, Average Daily Room Rates and Sales Revenue for a 60-room, mid-priced, limited service hotel. These are preliminary projections and they would be reviewed, potentially modified, and expanded in a more Comprehensive Hotel Market Study. They are projected for the third year full year of operation, which is the estimated stabilized year of operational performance for the proposed hotel.

PROJECTED PERFORMANCE FOR A 60-ROOM MID-PRICED, LIMITED-SERVICE HOTEL PROPERTY			
	PROJECTED MARKET PERFORMANCE <i>PRESENT MARKET</i>	PROJECTED MARKET PENETRATION	PROJECTED HOTEL PERFORMANCE <i>80 ROOMS</i>
OCCUPANCY			
Probable	61.3%	130.5%	80.0%
ADR			
Probable	\$102.41	111.7%	\$114.40
RevPAR			
Probable	\$62.78	145.8%	\$91.52
REVENUE			
Probable	NA	NA	\$2,004,191
<i>*Projected performance is +/- 5 percentage points and will be affected by changes in Lodging Supply and Demand growth levels used to formulate these projections.</i>			
<i>Source: HMI</i>			

- The above preliminary projections take into account the following:
 - Lodging Demand growth was estimated to grow at an average rate of 2.6% in 2015. From 2016 to 2020, Lodging Demand is projected to grow by a cumulative average rate of 5.0%. This is a conservative projection when compared to the 9.9% historical average growth rate seen from 2009-2015 and the 4.45% historical average growth rate seen from 2009-2015.
 - At the time of this report, 12.1% new Lodging Supply growth was factored in for the 130-room Hampton Inn & Suites being developed in the Competitive Set market.

- The proposed hotel is smaller than the average room count in this market of 116.4-rooms, yielding 194.1% to the average sized property in the Competitive Set. A size yield of 130.5% was used in these projections generating a projected third year Occupancy of 80.0%. This Occupancy level was felt to be the maximum Occupancy level for this market. Therefore, not all of the size-yield was used. This allows for economic and competitive factors that could affect these projections.
- ADR growth is estimated to grow at an average rate of 3.8% in 2016 through 2020. This is the historic rate of ADR growth. It is also conservative compared to the 7.9% ADR growth in 2015.
- At this time, the proposed hotel was rate-positioned with a 111.7% yield to the ADR of the Overall Competitive Set. This positioning was explained earlier in this report as being in the middle of the second rate tier of the Competitive Set. There is the potential that in a more complete Comprehensive Hotel Market Study this rate positioning could change.

RECOMMENDATIONS

Based on the results of the research performed to complete this Field Research Evaluation Report, the following recommendations were made:

- Hotel Size: Up to 60 rooms
- Hotel Style: Limited-Service
- Hotel Pricing Category: Mid-Priced
- Amenities: Those typically required by the chosen hotel brand, including a complimentary breakfast area, and an exercise area. An indoor pool could also be considered to service the Social/Leisure market segments. There should be adequate parking for oversized vehicles including trucks, campers, RVs, motor coaches, etc.
- Specific information and analysis of the data provided in this section of the Field Research Hotel Evaluation Report would be included in a Comprehensive Hotel Market Study.

- As a benchmark to indicate support for the proposed hotel, the following Benchmark Development Costs were projected. These are only benchmarks to support hotel development. They include all costs associated with the proposed hotel to the stabilized year of operation. They show the maximum support level for this proposed hotel development. Ideally, this maximum support level should not be exceeded without a good reason. These were based upon a 25% equity and produced a preliminary 30.0% annual IRR on that equity investment. Changing the Equity and desired IRR will affect the BDC.

BENCHMARK DEVELOPMENT COSTS		
	ALLOWABLE PER ROOM*	ALLOWABLE TOTAL PROJECT COST*
60 Rooms	\$73,082	\$4,384,950
<i>*These projections will be affected by changes in Projected Occupancy or Projected ADR.</i>		
<i>Source: HMI</i>		

There is the potential that being a newer hotel compared to the Competitive Set, these preliminary Benchmark Development Costs and preliminary Operational Proforma estimates could be modified in a more complete Comprehensive Hotel Market Study.

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DISCLAIMER

The decisions presented herein were based upon the information available and received at the time this report was compiled. Hospitality Marketers International, Inc., (HMI) has taken every possible precaution to evaluate this information for its completeness, accuracy and reliability. To the best of its knowledge, HMI feels the information and decisions presented herein are sound and reliable.

At the present time of this report, the United States and world economies are in the midst of a recovery from a major recessionary period that ran from 2008-2010. This recovery appears to be continuing according to current news reports with most economic indicators indicating growth since 2011.

HMI is not responsible for effects that occur from future political, economic or social events that ultimately alter these projections. These events should be monitored accordingly and potentially the results of this report may require updating to respond to future events.

Also, it should be understood that normal economic and marketplace conditions change constantly. HMI assumes no responsibility for information that becomes outdated once this report is written; nor is it responsible for keeping this information current after April, 2016.

It should be understood that the results presented in this report are the professional opinion of HMI and are based upon the information available at this time. These opinions infer proper and professional management of the business operation. The opinions also infer that market conditions do not change the information received upon which those opinions have been based. HMI assumes no responsibility for changes in the marketplace.

Furthermore, it is presumed that those reading this report completely understand its contents and recommendations. If the reader is unclear of the understanding of the contents, clarification should be received from its writer, HMI.

Lastly, HMI assumes that those who receive this report act in accordance with its recommendations. Any deviation from those recommendations is solely the responsibility of those receiving this report.

Further questions concerning this report should be directed to HMI.

Sincerely,

HOSPITALITY MARKETERS INTERNATIONAL, INC.

Gregory R. Hanis

Gregory R. Hanis, ISHC
President



Town Council Agenda Summary

Meeting Date

May 17, 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 17, 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, "LICENSES," CHAPTER 86, "TAXATION," OF THE VINTON TOWN CODE BY REDUCING THE LICENSE TAX FOR ITINERANT VENDORS.

WHEREAS, in recent years, the number of 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 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 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 at its meeting on February 25, 2016, and a work session on mobile food vending/food trucks was held by the Planning Commission on March 24, 2016; and

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

NOW, THEREFORE, BE IT ORDAINED that the Vinton Town Council does hereby amend Section 86-287, "Itinerant vendors generally; tax rate," of Article VIII, "Licenses," Chapter 86, "Taxation." of the Vinton Town Code as follows:

* * *

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, meals, or merchandise of a perishable nature or which are used for heating purposes (i.e. meals from food trucks/carts/temporary food establishments, 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) Prior to the issuance of any business license to an itinerant merchant of family supplies, meals, or merchandise of a perishable nature, the applicant shall provide proof of any required permit or license from the Health Department.
- (d) *Exemptions.*
- (1) 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.
 - (2) This section shall not apply to persons who sell or offer for sale, in person or by their employees, ice, wood, charcoal, or family supplies of a perishable nature grown or produced by them and not purchased by them for sale. Anyone exempt under this section must provide proof of such exemption.
 - (3) This section shall not apply to any person who holds not more than two garage or yard sales within any 12 month period, provided that such sale is held on residential property and only household or personal goods owned by the seller or his immediate family are being offered for sale.
- (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 17, 2016

Department

Planning and Zoning

Issue

Consider adoption of an Ordinance to approve 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

On May 3, 2016, the Vinton Town Council held a work session to discuss Botetourt County's request to join the Greenway Commission. The Council was informed that the Greenway Commission has been discussing the request for several months and passed a resolution at their last meeting held on March 23, 2016, expressing support of Botetourt County's request to join the Greenway Commission. It is the four localities of the Roanoke Valley (Cities of Roanoke and Salem, Roanoke County, and Town of Vinton); however, who must make the decision. The decision must be unanimous among the four localities. Each locality must pass an ordinance approving Botetourt's request to join the Roanoke Valley Greenway Commission as a participating locality.

It is anticipated that each of the current participating localities will be adopting 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 can begin the 2016-2017 Fiscal Year with Botetourt County as a member.

Attachment

Ordinance

Recommendation

Motion to adopt Ordinance

ORDINANCE NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, MAY 17, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

AN ORDINANCE APPROVING THE COUNTY OF BOTETOURT'S REQUEST TO JOIN THE ROANOKE VALLEY GREENWAY COMMISSION; APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROANOKE VALLEY GREENWAY COMMISSION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Vinton, the County of Roanoke, the City of Roanoke, and the City of Salem, in 1997, jointly entered into an Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission pursuant to authority granted to local governments by Section 15.2-1300 of Title 15.2, Counties, Cities and Towns, of the Code of Virginia, 1950, as amended, in order to coordinate the efforts of the participating localities for the planning, development and support a network of greenways and trails throughout the Roanoke Valley; and

WHEREAS, on December 16, 2008, Ordinance No. 875 was adopted by Vinton Town Council approving the revision to the Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission; and

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

WHEREAS, the County of Botetourt has requested to join the Roanoke Valley Greenway Commission as a member locality through an action of its governing body by adopting a Resolution on October 27, 2015; and

WHEREAS, the Intergovernmental Agreement which established the Roanoke Valley 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 Roanoke Valley Greenway Commission considered the matter and recommended, through Resolution 2016-03-001 adopted on March 23, 2016, that the member localities approve the County of Botetourt's request; and

WHEREAS, upon its recommendation to approve County of Botetourt's request, the Roanoke Valley Greenway Commission prepared an Amended and Restated

Intergovernmental Agreement reestablishing the Roanoke Valley Greenway Commission to include County of Botetourt as a member locality; and

WHEREAS, the Vinton Town Council was briefed by Vinton Planning and Zoning Staff and Vinton representatives/members of the Roanoke Valley Greenway Commission on May 3, 2016.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of Town of Vinton, Virginia, as follows:

1. That County of Botetourt’s request to join the Roanoke Valley Greenway Commission as a member locality is approved.
2. That the Amended and Restated Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission is hereby approved and authorizing the Interim Town Manager to execute the Agreement, on behalf of the Town of Vinton, Virginia, upon such form as may be approved by the Town Attorney.
3. That this Ordinance shall be effective on and from the date of its adoption.

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 17, 2016

Department

Planning and Zoning

Issue

Consider adoption of a Resolution authorizing the Interim Town Manager to execute Programmatic Project Administration Agreement (PPAA) Extension Addendum for Glade Creek Greenway Phase 1 Revenue Sharing Project with the Virginia Department of Transportation (VDOT).

Summary

Vinton Town Council was briefed by Staff on May 3, 2016, 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 related appendices for Glade Creek Greenway Phase 1 Project, which is part of the PPAA, will be required to be executed 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 VDOT's representative, 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 provide its designation of signature authority, so that there is no question regarding commitment of funds and signature authority.

Attachments

1. Resolution
2. PPAA Extension Addendum Agreement Form

Recommendation

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, MAY 17, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

A RESOLUTION TO FUND THE TOWN OF VINTON'S LOCAL SHARE OF COSTS FOR THE GLADE CREEK GREENWAY PHASE 1 REVENUE SHARING PROJECT (PROJECT) AND AUTHORIZING THE INTERIM TOWN MANAGER FOR AND ON BEHALF OF THE TOWN OF VINTON, TO EXECUTE THE PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT (PPAA) EXTENSION ADDENDUM FOR THE PROJECT WITH THE VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT).

WHEREAS, Vinton Town Council was briefed by Staff on May 3, 2016, that the Town of Vinton's current Glade Creek Greenway Phase 1 Revenue Sharing Project PPAA with VDOT will be expiring on June 30, 2016; and

WHEREAS, in order to continue with the current PPAA for the Project, and to keep all appendices as part of the PPAA, the Town can opt to sign an extension addendum, and in doing so, the PPAA will remain in effect until June 30, 2019, (FY 2019); and

WHEREAS, in opting for the three year extension, the PPAA Extension Addendum must be signed by the Town's authorized personnel; and

WHEREAS, 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 obligations under the Program; and

WHEREAS, VDOT is requesting that, in that same resolution, the locality provides its designation of signature authority, so that there is no question regarding the commitment of funds and signature authority.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Vinton, Virginia, that:

1. The Town of Vinton hereby commits to fund its local share of preliminary engineering, right-of-way acquisition, and construction (as applicable) for the Project under agreement with VDOT in accordance with the project financial document(s).
2. The Interim Town Manager be, and is hereby authorized and directed to execute all agreements and/or addendums for the Project with VDOT.

This Resolution was 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

**PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT
EXTENSION ADDENDUM
Revenue Sharing Projects**

THIS ADDENDUM is made and executed in triplicate this ____ day of _____, 20__, 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 and the DEPARTMENT, entered into a Programmatic Project Administration Agreement for Revenue Sharing Projects on July 30, 2013; and

WHEREAS, said agreement has an initial term of three fiscal years (each year beginning July 1st - June 30th), and will expire on June 30, 2016, and may be extended for one additional term of three fiscal years; and

WHEREAS, the parties to the agreement hereby declare their intent to extend said agreement as provided in Paragraph 1 of said agreement and further declare that such terms and provisions provided therein shall remain unchanged.

NOW THEREFORE, in consideration of the mutual premises contained therein and in this Addendum, the parties agree to extend said agreement for one additional term of three fiscal years with a new expiration date of June 30, 2019.

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

TOWN OF VINTON, VIRGINIA:

Barry W. Thompson
Typed or printed name of signatory

Interim Town Manager
Title

Date

Signature of Witness

Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Finance

Issue

Consider adoption of Resolutions:

- a. Authorizing the Issuance and Sale of its General Obligation Refunding Bond, Series 2016A in a Maximum Principal Amount Not to Exceed \$702,000, and the execution and delivery of certain documents prepared in connection therewith
- b. Authorizing the Issuance and Sale of its Water and Sewer Revenue Refunding Bond, Series 2016B in a Maximum Principal Amount Not to Exceed \$1,786,000, and the execution and delivery of certain documents prepared in connection therewith

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 \$90,495 or an average annual debt service savings of \$8,227. 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 \$178,518 or an average annual debt service savings of \$14,877. This would now be known as the 2016B Bond.

The new bonds are as follows:	2016A	\$ 655,000
	2016B	<u>\$1,595,000</u>
		2,250,000

The Bonds will be Tax-Exempt and Bank Qualified with a rate of 2.05%. The closing date will be May 25, 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.

Council was briefed by Steve Mulroy with VML/VACo Finance at their May 3rd meeting.

Attachments

Resolution-2016A Bond
Resolution-2016B Bond

Recommendations

Separate motions to adopt Resolutions

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, MAY 17, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF VINTON, VIRGINIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION REFUNDING BOND, SERIES 2016A IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$702,000, AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

WHEREAS, the Town of Vinton, Virginia (the “Town”), has determined that it is advisable and in the interest of the Town to refund a portion of the outstanding principal amount of that certain indebtedness reflected by its \$1,045,000 General Obligation Bond, Series 2007 (the “Prior Bond”); and

WHEREAS, the Town intends to refund the Prior Bond by and through the issuance of its general obligation refunding bond in the maximum amount of \$702,000 (the “Refunding Bond”) to accomplish such refunding; and

WHEREAS, the Council of the Town (the “Council”) has previously received a proposal from the Virginia Local Government Finance Corporation, a Virginia nonstock, nonprofit corporation (“VLGFC” and the Program Administrator for the VML/VACO Finance Program) to solicit bids from banks to purchase the Refunding Bond; and

WHEREAS, after such solicitation by VLGFC, staff recommends the proposal from Carter Bank & Trust (the “Purchaser”) for the loan of proceeds and sale of the Refunding Bond to the Purchaser in accordance with the terms of a Bond Purchase Agreement between the Purchaser and the Town (the “Agreement”), the form of which has been presented to this meeting;

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF VINTON, VIRGINIA:

1. Issuance of Bond and Use of Proceeds. Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the “Public Finance Act”), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the “Virginia Code”), specifically the provisions of Virginia Code § 15.2-2643, and without regard to any requirements or restrictions contained in any charter or special act of the Town, the Council hereby authorizes the issuance and sale of a general obligation refunding bond of the Town in an aggregate principal amount set forth above to provide funds to refund all or a portion of the Prior Bond, escrow monies necessary to advance refund portions of the outstanding Prior Bond and

pay issuance and financing costs incurred in issuing the Refunding Bond. Such amount is consistent with the limitations set forth in Virginia Code §15.2-2645.

2. Authorization of Bond Purchase Agreement. The form of the Agreement submitted to this meeting is hereby approved. The Mayor and the Interim Town Manager (the “Town Manager”), either of whom may act (each an “Authorized Signatory”), are authorized to execute the Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Refunding Bond to the Purchaser shall be upon the terms and conditions of the Agreement. The proceeds of such Refunding Bond shall be applied in the manner set forth in the Agreement. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. Bond Details. The Refunding Bond shall be issued as a single, fully registered bond, shall be designated “General Obligation Refunding Bond, Series 2016A”, shall be numbered R-1, and shall be in substantially the form of Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing such Refunding Bond. The Council authorizes the issuance and sale of the Refunding Bond on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the Refunding Bond (a) shall be in a principal amount not to exceed \$702,000; (b) shall mature no later than February 1, 2027; and (c) shall bear interest on the outstanding principal balance thereof at a rate of interest approved by the Authorized Signatory, with such rate to not exceed 2.05% (provided that default interest may be payable at a rate in excess thereof as provided in the Agreement), shall accrue certain other ongoing costs and expenses upon the terms and conditions described in the Agreement, and the refunding of a portion of the Prior Bond shall achieve an aggregate net present value debt service savings of not less than 3% of the refunded amounts of the Prior Bond. As set forth in the Agreement, the Town agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to determine the final terms, purchase price, initial interest rate, interest rate adjustment provisions, maturity date, amortization schedule of the Refunding Bond and determine which maturities (or portions thereof) of the Prior Bond are to be refunded (such refunded maturities or portions thereof, the "Refunded Prior Bond"), all of which shall be evidenced by the execution and delivery of the Refunding Bond, and no further action shall be necessary on the part of the Town so long as such provisions are within the limits prescribed in this Resolution.

4. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Refunding Bond shall be payable as set forth in the Refunding Bond and the Agreement. The principal of and premium, if any, and interest on the Refunding Bond shall be payable in lawful money of the United States of America. Nothing in the Refunding Bond, this Resolution, or the Agreement shall be deemed to create or constitute an indebtedness of the Commonwealth of Virginia or any political subdivision thereof other than the Town, or a pledge of the full faith and credit of the Commonwealth of Virginia or of any political subdivision

thereof other than the Town. The Town may, at its option, redeem, prepay or refund the Refunding Bond upon the terms set forth in the Agreement.

5. Execution and Form of Bond. The Refunding Bond shall be signed by the Mayor or Vice-Mayor and the Town's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the Town. The Refunding Bond shall be issued as a typewritten bond in substantially the form of Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Authorized Signatory, whose approval shall be evidenced conclusively by the execution and delivery of the Refunding Bond.

6. Pledge of Full Faith and Credit. The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, and interest on the Refunding Bond. Unless other funds are lawfully available and appropriated for timely payment of the Refunding Bond, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Refunding Bond.

7. Preparation of Printed Bond; Mutilated or Destroyed Bond. The Town shall initially issue the Refunding Bond in typewritten form. The printed Refunding Bond may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town's seal affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, the bond shall not be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Refunding Bond surrendered in any such exchange shall be canceled. If the Refunding Bond has been mutilated, lost or destroyed, the Town shall execute and deliver a new bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Refunding Bond or in lieu of and in substitution for such lost or destroyed Refunding Bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Refunding Bond, (a) has filed with the Town an affidavit reasonably satisfactory to the Town that such Refunding Bond was lost or destroyed, and (b) has furnished to the Town reasonably satisfactory indemnity.

8. Registration and Transfer of the Bond. The Town appoints the Treasurer of the Town as paying agent and registrar (the "Registrar") for the Refunding Bond. Upon surrender of the Refunding Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new Refunding Bond or bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and powers of the owner, and installments shall be paid to the person or entity shown as owner on the registration books.

9. Delivery of Bond. The Mayor or Vice-Mayor and Clerk of the Town are authorized and directed to take all proper steps to have the Refunding Bond prepared and executed in accordance with its terms and to deliver it to the Purchaser thereof as set forth in the Agreement.

10. Tax Compliance Documentation. Each of the Mayor and the Town Manager of the Town is authorized to execute a Tax Compliance Agreement or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Refunding Bond and containing such covenants as may be necessary or desirable in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including the provisions of Section 148 of the Code and applicable regulations relating to "arbitrage bonds," so that interest on the Refunding Bond will not be included in gross income for federal income tax purposes. The Tax Documents may contain such elections under the Code with respect to the Refunding Bond as the officer or officers executing them approve, and such approval shall be evidenced conclusively by the execution and delivery of the Tax Documents. The Town covenants that the proceeds from the issuance and sale of the Refunding Bond will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the Refunding Bond, and that the Town shall comply with the other covenants and representations contained therein.

11. Tax and Other Documents. Each of the Mayor and the Town Manager of the Town are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the Town's bond counsel.

12. Escrow Deposit Agreement. The Authorized Signatory is authorized and directed to execute an escrow deposit agreement (the "Escrow Agreement") for the purposes of the refunding of the Prior Bond, with U.S. Bank, National Association acting as escrow agent (the "Escrow Agent"). The Escrow Agreement shall be in the form approved by the Authorized Signatory, in collaboration with the Town's bond counsel, the execution thereof by the Authorized Signatory to constitute conclusive evidence of approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Refunding Bond proceeds (the "Refunding Portion") in a separate escrow fund (the "Escrow Fund") which shall be sufficient, when invested in Government Obligations, to provide for payment of principal of and premium, if any, and interest on the Refunded Prior Bond. If requested by the Town, the Escrow Agent is authorized to execute an initial and final subscription form for the purchase of the Government Obligations.

13. Deposit of Refunding Portion. The Authorized Signatory is authorized and directed (a) to provide for the delivery of the Refunding Portion to the Escrow Agent for deposit in the Escrow Fund, in an amount that will be sufficient, together with the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the Refunded

Prior Bond to the first respective dates on which they may be redeemed at the option of the Town and (ii) to pay upon the earlier of maturity or redemption the principal of the Refunded Prior Bond, plus the applicable redemption premium, if any, and (b) to provide for the deposit of a portion of the remaining proceeds of the Refunding Bond in a special account to be used to pay the costs of refunding the Refunded Prior Bond, as necessary. The Authorized Signatory is further authorized and directed to take all such further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Prior Bond.

14. Redemption of Prior Bond. The Authorized Signatory is authorized and directed to determine which maturities of the Prior Bond, if any, shall constitute the Refunded Prior Bond. The Refunded Prior Bond is specifically and irrevocably called for redemption on the first date on which it may be redeemed at the option of the Town. The Escrow Agreement shall provide for notice of redemption to be given to the registered owners and Trustee of the Refunded Prior Bond in accordance with the resolution providing for the issuance of the Refunded Prior Bond.

15. Election to Apply Public Finance Act. Pursuant to Section 15.2-2601 of the Virginia Code, it is hereby elected to have the Public Finance Act apply to the Refunding Bond exclusively without regard to any charter or local act that might otherwise apply.

16. Contract with Bondholders. The provisions of this Resolution shall constitute a contract between the Town and the bondholder for so long as the Refunding Bond is outstanding. In the event of a conflict between the provisions of the Agreement and the provisions of this Resolution, the Agreement shall control.

17. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Refunding Bond shall be liable personally on the Refunding Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this resolution provided he or she acts in good faith.

18. Conditions Precedent. Upon the issuance of the Refunding Bond, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this Resolution to have happened, exist and to have been performed precedent to or in the issuance of the Refunding Bond shall have happened, exist and have been performed.

19. Other Actions. All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and the Agreement and in furtherance of the issuance and sale of the Refunding Bond are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver on behalf of the Town such agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Refunding Bond or the Agreement, and all of the foregoing, previously

done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

20. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

21. Constitutional Authority and Severability. The Refunding Bond shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia (other than Subsection (2) thereof). The principal of and interest on the Refunding Bond shall be payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, to the extent other funds of the Town are not lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

22. Filing of Resolution. The Authorized Signatory and Clerk to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

23. Effective Date. This Resolution shall take effect immediately.

This Resolution was 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

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, MAY 17, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF VINTON, VIRGINIA, AUTHORIZING THE ISSUANCE AND SALE OF ITS WATER AND SEWER REVENUE REFUNDING BOND, SERIES 2016B IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,786,000, AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

WHEREAS, the Town of Vinton, Virginia (the “Town”), has determined that it is advisable and in the interest of the Town to refund a portion of the outstanding principal amount of that certain indebtedness reflected by its \$2,750,000 Water and Sewer Revenue Bond, Series 2007 (the “Prior Bond”); and

WHEREAS, the Town intends to refund the Prior Bond by and through the issuance of its water and sewer revenue refunding bond in the maximum amount of \$1,786,000 (the “Refunding Bond”) to accomplish such refunding; and

WHEREAS, the Council of the Town (the “Council”) has previously received a proposal from the Virginia Local Government Finance Corporation, a Virginia nonstock, nonprofit corporation (“VLGFC” and the Program Administrator for the VML/VACO Finance Program) to solicit bids from banks to purchase the Refunding Bond; and

WHEREAS, after such solicitation by VLGFC, staff recommends the proposal from Carter Bank & Trust (the “Purchaser”) for the loan of proceeds and sale of the Refunding Bond to the Purchaser in accordance with the terms of a Bond Purchase Agreement between the Purchaser and the Town (the “Agreement”), the form of which has been presented to this meeting;

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF VINTON, VIRGINIA:

1. Issuance of Bond and Use of Proceeds. Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the “Public Finance Act”), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the “Virginia Code”), specifically the provisions of Virginia Code § 15.2-2643, and without regard to any requirements or restrictions contained in any charter or special act of the Town, the Council hereby authorizes the issuance and sale of a water and sewer revenue refunding bond of the Town in an aggregate principal amount set forth above to provide funds to refund all or a portion of the Prior Bond, escrow monies necessary to advance refund portions of the outstanding Prior

Bond and pay issuance and financing costs incurred in issuing the Refunding Bond. Such amount is consistent with the limitations set forth in Virginia Code §15.2-2645.

2. Authorization of Bond Purchase Agreement. The form of the Agreement submitted to this meeting is hereby approved. The Mayor and the Interim Town Manager (the “Town Manager”), either of whom may act (each an “Authorized Signatory”), are authorized to execute the Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Refunding Bond to the Purchaser shall be upon the terms and conditions of the Agreement. The proceeds of such Refunding Bond shall be applied in the manner set forth in the Agreement. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

3. Bond Details. The Refunding Bond shall be issued as a single, fully registered bond, shall be designated “Water and Sewer Revenue Refunding Bond, Series 2016B”, shall be numbered R-1, and shall be in substantially the form of Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing such Refunding Bond. The Council authorizes the issuance and sale of the Refunding Bond on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the Refunding Bond (a) shall be in a principal amount not to exceed \$1,786,000; (b) shall mature no later than August 1, 2027; and (c) shall bear interest on the outstanding principal balance thereof at a rate of interest approved by the Authorized Signatory, with such rate to not exceed 2.05% (provided that default interest may be payable at a rate in excess thereof as provided in the Agreement), shall accrue certain other ongoing costs and expenses upon the terms and conditions described in the Agreement, and the refunding of a portion of the Prior Bond shall achieve an aggregate net present value debt service savings of not less than 3% of the refunded amounts of the Prior Bond. As set forth in the Agreement, the Town agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to determine the final terms, purchase price, initial interest rate, interest rate adjustment provisions, maturity date, amortization schedule of the Refunding Bond and determine which maturities (or portions thereof) of the Prior Bond are to be refunded (such refunded maturities or portions thereof, the "Refunded Prior Bond"), all of which shall be evidenced by the execution and delivery of the Refunding Bond, and no further action shall be necessary on the part of the Town so long as such provisions are within the limits prescribed in this Resolution.

4. Payment and Redemption Provisions. The principal of and premium, if any, and interest on the Refunding Bond shall be payable as set forth in the Refunding Bond and the Agreement. The principal of and premium, if any, and interest on the Refunding Bond shall be payable in lawful money of the United States of America. Nothing in the Refunding Bond, this Resolution, or the Agreement shall be deemed to create or constitute an indebtedness of the Town, the Commonwealth of Virginia or any political subdivision thereof, or a pledge of the full faith and credit of the Town, the Commonwealth of Virginia or of any political subdivision thereof. The Town may, at its option, redeem, prepay or refund the Refunding Bond upon the terms set forth in the Agreement.

5. Execution and Form of Bond. The Refunding Bond shall be signed by the Mayor or Vice-Mayor and the Town's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the Town. The Refunding Bond shall be issued as a typewritten bond in substantially the form of Exhibit A, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Authorized Signatory, whose approval shall be evidenced conclusively by the execution and delivery of the Refunding Bond.

6. Security for Bond. The Refunding Bond shall be a revenue bond of the Town for which the revenues of the utility system of the Town are hereby pledged upon the terms and conditions set forth in the Agreement to secure the payment of the principal of and premium, if any, on the Refunding Bond.

7. Preparation of Printed Bond; Mutilated or Destroyed Bond. The Town shall initially issue the Refunding Bond in typewritten form. The printed Refunding Bond may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town's seal affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, the bond shall not be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Refunding Bond surrendered in any such exchange shall be canceled. If the Refunding Bond has been mutilated, lost or destroyed, the Town shall execute and deliver a new bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Refunding Bond or in lieu of and in substitution for such lost or destroyed Refunding Bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Refunding Bond, (a) has filed with the Town an affidavit reasonably satisfactory to the Town that such Refunding Bond was lost or destroyed, and (b) has furnished to the Town reasonably satisfactory indemnity.

8. Registration and Transfer of the Bond. The Town appoints the Treasurer of the Town as paying agent and registrar (the "Registrar") for the Refunding Bond. Upon surrender of the Refunding Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new Refunding Bond or bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and powers of the owner, and installments shall be paid to the person or entity shown as owner on the registration books.

9. Delivery of Bond. The Mayor or Vice-Mayor and Clerk of the Town are authorized and directed to take all proper steps to have the Refunding Bond prepared and

executed in accordance with its terms and to deliver it to the Purchaser thereof as set forth in the Agreement.

10. Tax Compliance Documentation. Each of the Mayor and the Town Manager of the Town is authorized to execute a Tax Compliance Agreement or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Refunding Bond and containing such covenants as may be necessary or desirable in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including the provisions of Section 148 of the Code and applicable regulations relating to "arbitrage bonds," so that interest on the Refunding Bond will not be included in gross income for federal income tax purposes. The Tax Documents may contain such elections under the Code with respect to the Refunding Bond as the officer or officers executing them approve, and such approval shall be evidenced conclusively by the execution and delivery of the Tax Documents. The Town covenants that the proceeds from the issuance and sale of the Refunding Bond will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the Refunding Bond, and that the Town shall comply with the other covenants and representations contained therein.

11. Tax and Other Documents. Each of the Mayor and the Town Manager of the Town are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the Town's bond counsel.

12. Escrow Deposit Agreement. The Authorized Signatory is authorized and directed to execute an escrow deposit agreement (the "Escrow Agreement") for the purposes of the refunding of the Prior Bond, with U.S. Bank, National Association acting as escrow agent (the "Escrow Agent"). The Escrow Agreement shall be in the form approved by the Authorized Signatory, in collaboration with the Town's bond counsel, the execution thereof by the Authorized Signatory to constitute conclusive evidence of approval of the Escrow Agreement. The Escrow Agreement shall provide for the irrevocable deposit of a portion of the Refunding Bond proceeds (the "Refunding Portion") in a separate escrow fund (the "Escrow Fund") which shall be sufficient, when invested in Government Obligations, to provide for payment of principal of and premium, if any, and interest on the Refunded Prior Bond. If requested by the Town, the Escrow Agent is authorized to execute an initial and final subscription form for the purchase of the Government Obligations.

13. Deposit of Refunding Portion. The Authorized Signatory is authorized and directed (a) to provide for the delivery of the Refunding Portion to the Escrow Agent for deposit in the Escrow Fund, in an amount that will be sufficient, together with the interest thereon when invested as provided in the Escrow Agreement, (i) to pay when due the interest on the Refunded Prior Bond to the first respective dates on which they may be redeemed at the option of the Town and (ii) to pay upon the earlier of maturity or redemption the principal of the Refunded Prior Bond, plus the applicable redemption premium, if any, and (b) to provide for the deposit of a portion of the remaining proceeds of the Refunding Bond in a special account to be used to pay the costs of refunding the Refunded Prior Bond, as necessary. The Authorized Signatory is further authorized and directed to take all such further action as may be necessary or desirable in connection with the payment and refunding of the Refunded Prior Bond.

14. Redemption of Prior Bond. The Authorized Signatory is authorized and directed to determine which maturities of the Prior Bond, if any, shall constitute the Refunded Prior Bond. The Refunded Prior Bond is specifically and irrevocably called for redemption on the first date on which it may be redeemed at the option of the Town. The Escrow Agreement shall provide for notice of redemption to be given to the registered owners and Trustee of the Refunded Prior Bond in accordance with the resolution providing for the issuance of the Refunded Prior Bond.

15. Election to Apply Public Finance Act. Pursuant to Section 15.2-2601 of the Virginia Code, it is hereby elected to have the Public Finance Act apply to the Refunding Bond exclusively without regard to any charter or local act that might otherwise apply.

16. Contract with Bondholders. The provisions of this Resolution shall constitute a contract between the Town and the bondholder for so long as the Refunding Bond is outstanding. In the event of a conflict between the provisions of the Agreement and the provisions of this Resolution, the Agreement shall control.

17. Limitation of Liability of Officials of Town. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Refunding Bond shall be liable personally on the Refunding Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this resolution provided he or she acts in good faith.

18. Conditions Precedent. Upon the issuance of the Refunding Bond, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this Resolution to have happened, exist and to have been performed precedent to or in the issuance of the Refunding Bond shall have happened, exist and have been performed.

19. Other Actions. All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and the Agreement and in furtherance of the issuance and sale of the Refunding Bond are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver on behalf of the Town such agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Refunding Bond or the Agreement, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

20. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

21. Severability. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

22. Filing of Resolution. The Authorized Signatory and Clerk to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

23. Effective Date. This Resolution shall take effect immediately.

This Resolution was 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 17, 2016

Department

Finance/Treasurer

Issue

Financial Report for March 2016

Summary

The Financial Report for the period ending March 31, 2016 has been placed in the Town's Dropbox and on the Town's Website.

The Finance Committee met on May 10, 2016 to discuss this report and will make a presentation to Council at their Regular Meeting.

Attachments

March 31, 2016 Financial Report Summary

Recommendations

Motion to approve the March 2016 Financial Report

Financial Report Summary
Month Ending March 31, 2016

THE TOWN OF
VINTON
VIRGINIA



	Adopted Budget	Revised YTD Budget	MTD	YTD Posted	REMAINING BALANCE	%
General Fund 200						
Revenues	8,977,318	5,316,686	930,219	5,598,882	282,197	105%
Accrued Revenue Adjustment			256,631	256,631		
Total Adj. Revenues	8,977,318	5,316,686	1,186,850	5,855,513	538,828	110%
Expenditures	8,977,318	5,825,113	818,150	5,833,307	8,194	100%
Revenues over/(under) Expenditures		(508,427)	368,700	22,206		
Utility Fund 300						
Revenues	3,618,150	2,406,018	113,087	2,522,702	116,684	105%
Bond Series 2013		0	0	0	0	
Operating Revenues	3,618,150	2,406,018	113,087	2,522,702	116,684	105%
Expenditures	3,618,150	2,444,016	284,685	2,256,179	(187,837)	92%
Bond Series 2013	0	0	0	68,811	68,811	
Operating Expenditures	3,618,150	2,444,016	284,685	2,187,369	(256,647)	89%
Revenues over/(under) Expenditures		(37,998)	(171,598)	335,333		
Total All Funds						
Revenues	12,595,468	7,722,704	1,299,938	8,378,215	655,511	108%
Expenditures	12,595,468	8,269,129	1,102,835	8,020,676	(248,453)	97%
Revenues over/(under) Expenditures		(546,425)	197,103	357,540		



Town Council Agenda Summary

Meeting Date

May 17, 2016

Department

Council

Issue

Request to Convene in Closed Meeting, Pursuant to § 2.2-3711 A (1) of the 1950 Code of Virginia, as amended, for discussion regarding the Interim Town Manager.

Summary

None

Attachments

Certification of Closed Meeting

Recommendations

Reconvene and adopt Certification of Closed Meeting

AT A CLOSED MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, MAY 17, 2016 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

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

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

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

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

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

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

Clerk of Council