

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, June 21, 2016**

5:45 p.m. - **RECEPTION FOR COUNCIL MEMBER I. DOUGLAS ADAMS, JR.
MUNICIPAL BUILDING LOBBY**

6:30 p.m. - **RECOGNITION CEREMONY – COUNCIL CHAMBERS**

AGENDA

Consideration of:

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

B. MOMENT OF SILENCE

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

D. UPCOMING COMMUNITY EVENTS/ANNOUNCEMENTS

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

F. CONSENT AGENDA

1. Consider approval of a Travel Policy for members of Council, Boards and Commissions.

G. AWARDS, RECOGNITIONS, PRESENTATIONS

1. Report on the Vinton Volunteer First Aid Crew for May and introduction of new Officers – **Assistant Chief Wayne Guffey**

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

I. PUBLIC HEARINGS

1. Consideration of public comments regarding the petition of County of Roanoke for a rezoning of the former Roanoke County Vinton Branch Library property, from RB Residential Business to GB General Business District, for the building to be renovated to accommodate a full-service restaurant, Macado's Restaurant, located at 800 Washington Avenue, Vinton, Tax Map Number 060.16-06-32.00.

- a. Open Public Hearing
 - Report from Staff – **Anita McMillan**
 - Receive public comments
 - Council discussion and questions

b. Close Public Hearing

c. Council to consider adoption of an Ordinance

2. Consideration of public comments regarding the joinder of the City of Salem, Virginia to the Roanoke Valley Resource Authority (RVRA) and on the approval and execution of Amended and Restated Articles of Incorporation of the RVRA for accomplishing such joinder of City of Salem, Virginia, together with any related matters.
 - a. Open Public Hearing
 - Report from Staff – **Dan Miles**
 - Receive public comments
 - Council discussion and questions
 - b. Close Public Hearing
 - c. Council to consider adoption of the following Resolutions:
 - Approving the joinder of the City of Salem, Virginia to the RVRA
 - Approving the Amended and Restated RVRA Members and Facilities Use Agreement
 - Approving an additional period of time for the RVRA to exist as a corporation

3. Consideration of public comments regarding a proposed Ordinance amending Article VII, Transient Occupancy Tax, Section 86-211 “Definitions” and Section 86-212 “Levied rate” of Chapter 86, Taxation, of the Vinton Town Code and establishing an effective date.
 - a. Open Public Hearing
 - Report from Staff – **Town Manager**
 - Receive public comments
 - Council discussion and questions
 - b. Close Public Hearing
 - c. Council to consider adoption of an Ordinance

J. TOWN ATTORNEY

K. TOWN MANAGER

ITEMS REQUIRING ACTION

1. Consider adoption of a Resolution to transfer funds in the General Fund and Utility Fund between line items and cost centers to balance these accounts in the FY 2015-2016 Budget – **Anne Cantrell**

2. Consider adoption of a Resolution to appropriate funds from the Capital Improvement Bond Series 2013 to Utility Fund Expenditure Accounts to properly record the expenditures for the June 30, 2016 ending budget – **Anne Cantrell**

3. Consider adoption of a Resolution to appropriate funds received from Bond Proceeds for the 2016 lease purchase of the hook truck to the capital outlay account to properly record the expenditures for the June 30, 2016 ending budget – **Anne Cantrell**

4. Consider adoption of a Resolution appropriating funds in the amount of \$17,000.00 from the sale of equipment through Public Surplus – **Town Manager**

5. Consider adoption of a Resolution approving a loan to Vinton Improvement Corporation in the amount of \$17,240.00 from the CDBG Revolving Loan Fund – **Pete Peters**

L. FINANCIAL REPORT FOR APRIL

M. MAYOR

N. COUNCIL

O. CLOSED SESSION

1. Request to Convene in Closed Meeting, pursuant to § 2.2-3711 (A) (7) of the Code of Virginia (1950), as amended, for consultation with legal counsel and briefings by staff members pertaining to actual or probable litigation relating to an employment dispute, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party.

P. RECONVENE AND ADOPT CERTIFICATION OF CLOSED MEETING

Q. ITEMS REQUIRING ACTION

1. Consider approval of a confidential settlement agreement relating to an employment dispute.

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 COMMITTEE/COUNCIL MEETINGS/EVENTS:

June 30, 2016 – 8:00 a.m. – Public Works Committee – TOV Conference Room

July 5, 2016 – 7:00 p.m. – Investiture Service followed by Regular Council Meeting – Council Chambers

July 11, 2016 – 3:00 p.m. – Finance Committee meeting – Finance Conference Room

July 19, 2016 – 7:00 p.m. – Regular Council meeting – Council Chambers

August 2, 2016 – No regular meeting – Council will participate in National Night Out – War Memorial Grounds



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Finance

Issue

Consider approval of a Travel Policy for members of Council, Boards and Commissions.

Summary

In order to be consistent throughout the Town regarding travel reimbursement and expenses, the proposed Travel Policy, if approved, will be distributed to all members of Council and any pertinent Boards and Commissions members. This Policy mirrors the one that is followed by all Town employees.

The Finance Committee reviewed this Policy at its June 13, 2016 meeting.

Attachments

Travel Policy

Recommendations

Motion to approve

**TOWN OF VINTON
TRAVEL POLICY FOR MEMBERS OF
COUNCIL, BOARDS AND COMMISSIONS**

Travel Reimbursement and Expenses

All Council, Board and Commission members who incur travel expenses for Town of Vinton business will be reimbursed for reasonable work related expenses at actual costs. Members are responsible for keeping a detailed expense record (including original receipts) and will be reimbursed for actual approved expenses with the exception of meal reimbursements. All travel is subject to prior approval by the appropriate department head and Treasurer. All travel requests must be submitted within 10 days in advance on the Request for Travel Form (attached) regardless of payment. This includes payments for registration fees and travel that is paid for by credit card. Reimbursements will only be made after submitting all eligible travel expenditure receipts with a completed Travel Expense Reimbursement Form (attached). Ineligible expenses include but are not limited to the following: purchasing alcoholic beverages, personal recreation-related expenses, and in-room hotel “pay-for-view” movies and/or games. All members are expected to be prudent in incurring travel expenses. Expenses judged to be unreasonable by the Treasurer, or expenses insufficiently documented, may be disallowed. All expenses incurring from anyone other than the member must be paid for or reimbursed by the member prior to or upon return from travel.

1. Lodging

Expenses for lodging (room and tax) should meet the business and personal needs of the member and offer good value. Travelers should use standard room accommodations and only for the duration of the stay. The additional cost of room upgrades (e.g.: suite, executive floor, room with a view, etc.) is not reimbursable. Many hotels/motels give a discount to conference attendees or municipal/government members traveling on business. Members should request conference, governmental, or corporate rates when making reservations as appropriate. If a traveler stays overnight with relatives or friends where no charge is incurred, an explanation should be made on the travel form.

2. Meals

a. Meals purchased with Per Diem

The Town may reimburse for reasonable expenses for up to three meals including tips; not to exceed the maximum meal per diem in effect at the time of travel. The current maximum meal per diem, including tips, for a full day while on travel status is \$43. First and last day of travel status per

diem will be issued at 75% of the daily per diem rate. (For example, \$43.00 X 75%= \$32.25). Some exceptions for meal reimbursement may be allowed under extenuating circumstances if meal per diem is not used. Upon Treasurer approval, the daily per diem rate may be increased to \$50 if traveling to one of the following cities and greater metropolitan areas.

Baltimore, MD	New Orleans, LA
Boston, MA	New York City, NY
Chicago, IL	Orlando, FL
Cincinnati, OH	Philadelphia, PA
Cleveland, OH	Phoenix, AZ
Dallas, TX	Pittsburg, PA
Denver, CO	San Antonio, TX
Detroit, MI	San Diego, CA
Houston, TX	San Fransisco, CA
Kansas City, KS	Seattle, WA
Los Angeles, CA	St. Louis, MO
Miami, FL	White Plains, NY
Minneapolis, MN	Las Vegas, NV
Newark, NJ	

Washington DC (Includes cities of Alexandria, Falls Church, Fairfax Counties of Arlington, Loudon, and Fairfax; Maryland Counties of Montgomery and Prince George).

If meals are included with registration or lodging as part of a package plan, note the number of meals and indicate whether they are breakfast, lunch or dinner on the expense form. Meals that are included in the registration fee will have a reduction in the daily per diem. Breakfast = \$7; Lunch = \$10; Dinner = \$26. In the case of a \$50 per diem, Breakfast = \$9; Lunch = \$12; Dinner = \$29. For example, if lunch is included in the registration your daily per diem for the day will be \$33. This does not include complimentary continental breakfasts or meals provided by exhibitors.

b. Meals Purchased with Credit Card

Meals purchased on Town credit cards during travel status are subject to the daily per diem rate. If per diem has been issued to the member prior to travel, the member must reimburse the Town for actual costs of the meal as well as any amount exceeding the per diem rate. When using a credit card for meals, expenses for individual meals and tips are to be recording on a daily basis.

The Treasurer, for financial or budget control purposes, may establish maximum limits for reimbursement of total travel expenses.

3. Out of Area Travel/OvernightTravel

Out of area/overnight travel approved expenses (with the exception of meals and mileage) incurred while directly pursuing responsibilities in the interest of the Town, will be reimbursed at the actual costs. This includes lodging, travel expenses, conference fees, and other expenses related to the job responsibility. All out of area/overnight travel expenses must be authorized prior to departure by the appropriate department head and Treasurer. If requested, the Town of Vinton may provide the travel allowance for meals in advance prior to the actual travel. Reimbursement is paid at the current per-mile amount established by the Town. Members that use their personal vehicle for Town business may be eligible to receive mileage reimbursement.

Town of Vinton Travel Expense Form - Part I

Traveler should Complete Part I for initial approval of estimated expenses and the Department Head signature approving travel and available funds. The original copy is sent to the Treasurer for approval. After the Treasurer has approved the request, the approved copy will be forwarded to the Accounts Payable staff to process any cash advances for travel. Upon return from travel, input the expenses in Part II, attach receipts, and submit to the Finance Department with reimbursements owed to the town. **Form and receipts must be returned within 10 days upon returning from travel. **Failure to do so could result in suspension of all travel privileges, including usage of Corporate Travel Card.****

TRAVEL SUMMARY

Travel Acct. Code: (Required) _____ Name(s): _____ Reason for Travel: _____ Departure Date: _____ Total estimated expense: \$0.00 Per Diem Check Request: _____ (meals & misc. exp.) \$0.00 ** Prepayment requested:(registration, mileage, etc.) _____ (attach remittance form)	Department: _____ Association with Town: _____ Location: _____ Return Date: _____ <div style="border: 1px solid black; padding: 5px; min-height: 40px;"> Name of Additional Traveler(s) </div> For insurance purposes only
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****Per Diem Check Request Subject to change upon review from Financial Services**

APPROVALS

Department Head _____	Treasurer _____
Date _____	

ESTIMATED EXPENSES			AMOUNT PREPAID or CREDIT	
CATEGORIES		EXPENSES		
TRANSPORTATION	Check appropriate box	Total Mileage (\$.285)		
Private Car	<input type="checkbox"/>		\$0.00	\$0.00
Town Car (Fuel)	<input type="checkbox"/>		\$0.00	\$0.00
Rental Car with Fuel	<input type="checkbox"/>	-	\$0.00	\$0.00
Rail	<input type="checkbox"/>	-	\$0.00	\$0.00
Air	<input type="checkbox"/>	-	\$0.00	\$0.00
GARAGE/TOLLS			\$0.00	\$0.00
TAXI/CAR FARE			\$0.00	\$0.00
LODGING	Nightly rate	No. of nights		
			\$0.00	\$0.00
REGISTRATION / LUNCHEON FEES			\$0.00	\$0.00
PER DIEM				
MEALS- Standard	Per Diem	No. of Meals		
First Day of Travel Meals	\$32.25	0	\$0.00	\$0.00
Breakfast	\$7.00	0	\$0.00	\$0.00
Lunch	\$10.00	0	\$0.00	\$0.00
Dinner	\$26.00	0	\$0.00	\$0.00
Daily	\$43.00	0	\$0.00	\$0.00
Last Day of Travel Meals	\$32.25	0	\$0.00	\$0.00
Exclude meals provided by conference				
TOTAL PER DIEM			\$0.00	\$0.00
GRANT FUNDS			\$0.00	\$0.00
TOTAL ESTIMATED EXPENSES			\$0.00	\$0.00

Special Notes:

****NO ALCOHOLIC BEVERAGES WILL BE APPROVED FOR TOWN REIMBURSEMENT.****

ACTUAL EXPENSES	ACCOUNT NUMBER						Name			Class			
Part II	DATES →									EXPENSES	PAID BY CREDIT CARD	Per Diem	
TRANSPORTATION													
Private Car	Miles →												
Total Mileage Expense										\$0.00			
Town Car (Fuel)										\$0.00			
Rental Car with Fuel										\$0.00			
Rail										\$0.00			
Air										\$0.00			
PARKING/TOLLS	Receipts Required									\$0.00			
TAXI/CAR FARE	Receipts Required									\$0.00			
LODGING	Receipts Required									\$ -	\$ -		
REGISTRATION / LUNCHEON FEES										\$ -	\$ -		
MEALS PER DIEM													
1st day travel	\$ 32.25									\$ -			
Breakfast	\$ 7.00									\$ -			
Lunch	\$ 10.00									\$ -			
Dinner	\$ 26.00									\$ -			
Last Day Travel	\$ 32.25									\$ 0.00			
Daily Meal Expense		\$ -	\$ -	\$ -	\$ -	\$ -			\$ -			\$ -	
GRANT FUNDS										\$0.00			
DAILY ACTUAL EXPENSES		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
										TOTAL	\$0.00	\$0.00	\$ -

EXPENSE SUMMARY		UNUSUAL EXPENSES	
Total Actual Expenses (Receipts Required)	\$0.00	Explanation of unusual mileage, vehicle rental, and etc.	
Prepayment (example: registration for conference)	\$0.00	_____	
Amount Paid by Town Credit Card	\$0.00	_____	
Net Expenses of This Report	\$0.00	_____	
Per Diem Amount Paid	\$0.00	_____	
Amount Due to or from	\$0.00	_____	

CERTIFICATION

I certify that the foregoing expenses were incurred in the conduct of Town business.
 Name: _____ Signature: _____

I certify that the representative of the Town incurred the foregoing expenses while on "Travel Status."
 Department Head's Signature: _____ Treasurer _____



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Vinton Volunteer First Aid Crew

Issue

Report on the Vinton Volunteer First Aid Crew for May and introduction of new Officers

Summary

Assistant Chief Wayne Guffey will be present to give this report to Council.

Attachments

May Report

Recommendations

No action required



Vinton First Aid Crew Inc
Office of the Assistant Chief
Council Meeting Report
June 21, 2016

- Truck markup was 536 out of 480 hours for 111 %
- There was a 141 total volunteer calls
 - We responded to 101 calls for 71 %
 - We handled 97 calls for 69%
 - Career handled 4 calls that we responded to
 - Career handled 40 calls
 - Of the 40 calls that career handled alone
 - 18 were 2nd emergency calls
 - 13 were when we had no unit in service
 - 9 other calls

- ALS markup 85% , BLS markup 16 %
- 1745 Man Hours
- Fractile Response 7.98
- Unit in Service 97.5 %

2016-2017 Officers

Chief- Wayne Guffey
Asst. Chief- Chris Sayre
Captain- Aaron Albertson
1st Lieutenant- Greg Meinel
2nd Lieutenant- Steve Thrasher
Sergeant- Jason Peters

Wayne Guffey
Assistant Chief



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Planning and Zoning

Issue

Consideration of public comments regarding the petition of County of Roanoke for a rezoning of the former Roanoke County Vinton Branch Library property, from RB Residential Business to GB General Business District, for the building to be renovated to accommodate a full-service restaurant, Macado's Restaurant, located at 800 Washington Avenue, Vinton, Tax Map Number 060.16-06-32.00.

Summary

The subject property and building was used for a library from the time it was constructed in 1969 through 2015. The building is about 9,000 square feet in area on a 1.27 acre site. There is an existing paved parking area on the property along Meadow Street. On May 26, 2016, a letter and a flyer were mailed to 91 surrounding property owners to notify them of the request and to inform them of the dates and times of the Planning Commission and Town Council public hearings and the open house about the proposed rezoning. The open house flyer was also mailed to 45 surrounding occupants/tenants on May 26, 2016. Additionally, the notice for the public hearings has been advertised in The Vinton Messenger and on RVTV-3.

An open house about the proposed rezoning was held on Monday, June 6, 2016, at the Vinton War Memorial. Town Council was briefed on the rezoning request at their June 7, 2016, work session. The public hearing by the Planning Commission was held on June 9, 2016. They voted unanimously to recommend approval of the rezoning request with the proffered conditions, as submitted by the County of Roanoke.

At the Planning Commission's public hearing, Roanoke County was represented by P. Jason Peters, Chairman, Roanoke County Board of Supervisors, Rick James, Chairman of the Roanoke County Planning Commission, Jill Loope, Economic Development Director, and Philip Thompson, Deputy Director of Planning. Additionally, Richard Macher, owner of Macado's Restaurant and his architect, Jerome Henschel, were in attendance. Mr. Macher's realtor, Barry Ward, was also at the meeting.

Citizens Comments

As indicated in the staff report, Staff received several comments either in writing or from walk-ins (Darlene McCaskill and Ed Clark), by phone calls (Kelli Mowbray, Bobby Altice), and from the June 6, 2016, Open House attendees. There were about twelve citizens in attendance at the Planning Commission Public Hearing on June 9, 2016, with the majority of them (Chris Craft, Angie Chewing, Kellie Mowbray, Justin Davidson, Kathryn Sowers and Tammy Carter) speaking in favor of the rezoning. There were two citizens who voiced their concerns regarding the rezoning request:

1. James Houff, 213 Meadow Street: Mr. Houff indicated that he does not have a problem with Macado's, but he is concerned about the traffic, parking, late night noise and the dumpster of the proposed Macado's at the former Vinton Library.
2. Victoria Rosenberg, 239 Bowman Street: Mrs. Rosenberg is concerned about short-cut traffic and safety along Monroe Avenue, Bowman Street and Meadow Street due to lack of sidewalks. She is also concerned because there are school bus stops located along these streets.

Richard Macher with Macado's indicated that parking along Meadow Street should be designated with signage installed by the Town limiting it to use only by the residents.

Staff Comments

Planning Commission Chairman, Dave Jones, asked Tom Foster, Vinton Chief of Police, to report on any research he did on Macado's and his forecast of what types of calls for service the police department might have if one locates in Vinton. According to Chief Foster, he wanted to be proactive and has already looked at other places where Macado's are currently located. Rex Anders, Chief of Police for Town of Marion, sent Chief Foster data on their Macado's which goes back to 2003. Marion is an area of similar size to Vinton which has a population of about 6,500 and is 4 square miles in area. Macado's is located on 142 Main Street in Marion, and is located adjacent to residential properties. Based on the records that were sent by Chief Anders from 2003 to current, 142 Main Street only had 17 calls for service; 9 were non-specific calls such as vehicle lockouts and damage to cars in parking areas. The remaining offenses reported consisted of theft and vandalism to vehicles, not unlike what one might see at other food service establishments. Chief Anders said they do not have any significant problems with the Macado's in their area.

Attachments

1. Ordinance
2. Staff Report and Supporting Materials
3. List of Property Owners Notified and Vicinity
4. Correspondence from Darlene McCaskill, Rental Property Owner of 215, 217, 219, and 221 Meadow Street, Vinton
5. Email sent to Council Member Scheid from Joseph and Victoria Rosenberg, 239 Bowman Street, Vinton

Alternatives

1. Approve the rezoning request with the proffered conditions submitted by the Petitioner, as recommended by the Planning Commission.
2. Deny the rezoning request.

Staff recommends Alternative 1.

Recommendation

Motion to adopt Ordinance

ORDINANCE NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, JUNE 21, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

AN ORDINANCE to approve the petition of County of Roanoke for a rezoning of the former Roanoke County Vinton Branch Library property, from RB Residential Business to GB General Business District, for the building to be renovated to accommodate a full-service restaurant, Macado's, located at 800 Washington Avenue, Vinton, Tax Map Number 060.16-06-32.00.

WHEREAS, on May 25, 2016, a letter was mailed to surrounding property owners notifying them of the rezoning request and informing them of the dates and times of the public hearings of the Planning Commission and Town Council; and

WHEREAS, on May 25, 2016, a flyer regarding an open house held on June 6, 2016, about the proposed rezoning and redevelopment of the former library property was mailed to 91 property owners and 45 occupants of the adjacent neighborhood and surrounding areas of the former library property; and

WHEREAS, on June 6, 2016, an open house was held for the general public at the Vinton War Memorial by the Petitioner about the proposed rezoning and redevelopment of the former vacant Roanoke County Vinton Branch Library property; and

WHEREAS, pursuant to the provisions of Section 15.2-2204 of the 1950 Code of Virginia, as amended, the legal notice for the public hearings has been advertised in *The Vinton Messenger* and on RVTV-3; and

WHEREAS, at the June 7, 2016, regularly scheduled meeting of Town Council, the Council members were presented with the rezoning request by Staff and the Petitioner during a work session; and

WHEREAS, the Planning Commission held a public hearing on June 9, 2016, and voted unanimously to recommend that the rezoning request of Roanoke County to rezone the former Roanoke County Vinton Branch Library property, from RB Residential Business to GB General Business District, be approved with the proffered conditions as submitted; and

WHEREAS, the Vinton Town Council held a public hearing on June 21, 2016.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Vinton, Virginia that the petition of Roanoke County to rezone the former Roanoke County Vinton Branch Library property, from RB Residential Business to GB General Business District, for the building to be renovated to accommodate a full-service restaurant, Macado's, located at 800 Washington Avenue, Vinton, Tax Map Number 060.16-06-32.00, be approved with the proffered

conditions submitted by the Petitioner, and which the Council of the Town of Vinton, Virginia hereby accepts. The County of Roanoke, as the Petitioner, has proffered that the following uses will not be allowed on the Property:

- Auto and truck sales and service establishments
- Auto wash facilities
- Gasoline service stations
- Auto and truck general repair
- Flea markets
- Antennas, wireless transmission towers
- Towers or monopoles
- Outpatient Substance Abuse Centers

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

STAFF REPORT

PETITIONER: County of Roanoke **PREPARED BY:** Anita J. McMillan

CASE NUMBER: 1-06-16 **DATE:** May 31, 2016

A. NATURE OF REQUEST

The Petitioner, Thomas Gates, Roanoke County Administrator, an authorized agent for Roanoke County Board of Supervisors, is requesting a rezoning of the former Roanoke County Vinton Branch Library property, from RB Residential Business to GB General Business. The rezoning will allow the vacant building to be renovated to accommodate a full-service restaurant (Macado's Restaurant). The former Roanoke County Vinton Branch Library property is located at 800 Washington Avenue, tax map number 060.16-06-32.00.

B. APPLICABLE REGULATIONS

The property is currently zoned RB Residential Business District and consists of a vacant building, which was formerly used as the Roanoke County Vinton Branch Library. There are also a paved parking area to the rear of the building and grassy areas to the side of the building along Meadow Street and to the front of the building along Washington Avenue. The intent of the RB Residential-Business district is to accommodate a limited range of offices and similar uses that are compatible with moderate density residential in order to provide for mixed uses and other alternatives for conversion of dwellings or for new construction in areas that are undergoing change and are no longer viable as exclusively residential in character. The district is also intended as a means to ease the transition between residential and commercial areas by providing for a mix of uses and development standards that are compatible with nearby residential areas. Some of the uses allowed in the RB district are single-family and two family dwellings; offices; medical and dental clinics and laboratories; banks; barber and beauty shops, including incidental retail sales of related products; and so forth.

The GB General Business District allows a wide range of retail and service uses, which are intended to serve the community as a whole or cater to the traveling public. The GB District is intended to be applied along primary traffic routes and to areas having direct access to such routes, in order to provide safe and efficient access while avoiding the routing of traffic onto minor streets or through residential areas. The district regulations are designed to afford flexibility in permitted uses of individual sites in order to promote business opportunities, economic development, and the provision of services. Uses by right that are allowed in GB District include institutional, offices and/or commercial uses, such as but not limited to adult day care centers, auto wash facilities, banks, doctor offices, restaurants, retail stores and shops. In addition, a list of uses such as amusement centers, flea markets, and auto and truck general repair are permitted in the GB District, subject to approval of a special use permit. Washington Avenue is one of the Town of Vinton's primary roads. Additionally, Washington Avenue is one of two major corridors, the other being Hardy Road, that travel through the Town of Vinton and Roanoke County.

C. ANALYSIS OF EXISTING CONDITIONS

Background

The discussion on alternative uses for the former Roanoke County Vinton Branch Library on Washington Avenue started when the construction for the new Roanoke County Vinton Branch Library located on South Pollard Street started in March 2014, when it was known that the library on Washington Avenue would be closed once the new library on South Pollard Street is opened in November 2015.

On May 25, 2016, a letter was mailed to surrounding property owners to notify them of the rezoning request and to inform them of the dates and times of the Planning Commission and Town Council public hearings. Additionally, the notice for the public hearings has been advertised in The Vinton Messenger and on RVTV-3. The public hearing by the Planning Commission will be held on June 9, 2016, and the Town Council's public hearing will be held on June 21, 2016.

A flyer regarding an open house to be held on June 6, 2016, on the proposed rezoning and redevelopment of the former library property was mailed to 91 property owners and 41 occupants of the neighborhood adjacent to the former library property on May 26, 2016.

Location – 1.046 acres developed parcel located at 800 Washington Avenue. The building can be accessed from Meadow Street for vehicular traffic. Pedestrians can access the building from Meadow Street and Washington Avenue.

Topography/Vegetation – The developed parcel is level and developed with a vacant building (former library), paved concrete sidewalks, paved parking areas to the north, and a grassy front lawn and a few mature trees to the south and to the east.

Adjacent Zoning and Land Uses –The areas to the west of the Property are zoned RB Residential Business and R-2 Residential District and are developed with a dental office (Dr. Kevin Greenway, DDS), single-family, two-family and multi-family dwellings. The area to the east is zoned RB Residential Business and developed with government-owned facilities—the Vinton War Memorial Building, Veteran's Monument, Senior Center and privately-owned single-family dwellings. The areas to the south of Washington Avenue are zoned RB Residential Business and R-3 Residential District and developed with a religious facility, Thrasher Memorial United Methodist Church and the church's paved parking lots.

D. ANALYSIS OF PROPOSED DEVELOPMENT

Site Layout/Architecture – Please see attached aerial photograph of the property, conceptual plan showing the existing and proposed off-street parking spaces, and other proposed improvements to the former library building. The property has frontage along two public right-of-ways; Washington Avenue to the south, a major four-lane thoroughfare, and Meadow Street to the west.

As shown in the submitted conceptual plan, the total proposed dining area is about 3,000 square feet (2,250 square feet of indoor dining, and 750 square feet of outdoor dining area); therefore 30 off-street parking spaces will be required. Currently, there are 17 off-street parking spaces on the property with additional 13 off-street parking spaces to be constructed in the grassy area adjacent to the building. As required by the zoning ordinance, a 10 feet front yard setback will be provided for the proposed parking areas to accommodate the needed 13 off-street parking spaces.

The proposed hours of operation of the restaurant will be 8:00 a.m. – 12:00 a.m., 7 days per week. The total renovation cost for the project is expected to be +/- \$1 million. The redevelopment is expected to be a 9-month construction process with a tentative opening in Spring 2017. The estimated seating capacity is 120 - 150 seats. The projected number of employees is 4 full-time and 50 - 60 part-time on staggered shifts. Thirty (30) off-street parking spaces will be provided on the property. Shared-use off-street parking spaces will be provided at the Vinton War Memorial parking lot for overflow parking for patrons and employees when needed. An outdoor seating area with a fire pit is planned for the restaurant. The restaurant will bring revenue in the form of prepared food and beverage taxes and sales taxes, as well as real estate taxes, to the Town.

Site Access – The facility can be accessed by pedestrian traffic from Meadow Street and Washington Avenue. Vehicular traffic will be accessed from Meadow Street. There is a Valley Metro bus stop located in front of the facility.

The 2015 Virginia Department of Transportation Traffic Data for the Annual Average Daily Traffic (AADT) by Section of Route:

1. Gus Nicks Boulevard from NCL Vinton to Pollard Street – 21,000 AADT
2. Washington Avenue from Pollard Street to Mitchell Road – 20,000 AADT
3. Washington Avenue from Mitchell Road to ByPass Road – 17,000 AADT
4. Meadow Street from Washington Avenue to Monroe Avenue- 1,100 AADT

Utilities – The developed property is served by public water and sewer services.

E. COMPREHENSIVE PLAN/FUTURE LAND USE

The 2004-2024 Town Comprehensive Plan designated the former library property and Vinton War Memorial property as community facilities. The fully developed properties to the west and east are designated as either residential/business or low-density district. The properties to the south are designated as either medium-density or high-density residential district.

F. STAFF CONCLUSION

Approval of the proposed rezoning from RB Residential Business District to GB General Business District would allow the existing vacant library building to be renovated for a full-service restaurant (Macado's Restaurant). The proposed redevelopment of the former library

property is located along a major four-lane corridor in an area that is currently underserved by full-service restaurants.

As indicated by the Petitioner, the redevelopment of the property will promote and encourage the economic vitality and growth of the community. The Petitioner further indicates that the redevelopment of the facility for the proposed use will not adversely affect adjoining properties and will enhance the neighborhood by taking a vacant building and repurposing it for a suitable alternative use. The proposed restaurant should not generate any more trips per day than the library, which was one of the busiest in the whole area library system. Adequate utilities and public facilities are already in place to serve the proposed full-service restaurant.

The property owner may submit that only certain uses to be allowed on the property as proffered conditions for the rezoning request. In addition, with rezoning request, the planning commission and the town council may impose such conditions as reasonably necessary to ensure the use will be compatible with the surrounding area and consistent with the purpose of the zoning ordinance. As indicated in the rezoning application, the Petitioner has proffered that the following uses will not be allowed on the Property:

- Auto and truck sales and service establishments
- Auto wash facilities
- Gasoline service stations
- Auto and truck general repair
- Flea markets
- Antennas, wireless transmission towers
- Towers or monopoles
- Outpatient Substance Abuse Centers

G. CITIZEN(S) COMMENTS

On June 2, 2016, Staff received a call from Ms. Kelli Mowbray who spoke very much in favor of the Macado's project. Ms. Mowbray said that it would be a great revenue source for the Town and would be convenient for residents to pick up or go eat a nice meal. Mr. Ed Clark, the property owner of 211 Bowman Street, came in to the Planning Office on June 2, 2016. Mr. Clark informed staff that parking in the neighborhood is tight, but seemed satisfied after he was shown the conceptual plan showing the existing and proposed off-street parking spaces to be provided for the proposed restaurant and the shared-use off-street parking spaces that will be provided at the Vinton War Memorial parking lot for overflow parking for patrons and employees when needed.

On June 3, 2016, Ms. Darlene McCaskill, the property owner/landlord of a nearby apartment building (215, 217, 219 and 221 Meadow Street) came by the office and submitted a letter for Staff to let the Vinton Planning Commission and Vinton Town Council know about her and her tenants' concerns about the proposed rezoning of the property. According to Ms. McCaskill, all four units are currently rented by senior citizens, as are other dwelling units located on Meadow

Street, who value their peace and quiet, and she feels that in some sense they have earned the right to live without disturbances, noise or excessive activity. Please see attached letter listing concerns regarding the proposed rezoning of the property. The list of concerns regarding the change of zoning and subsequent restaurant is as follow:

1. If there is to be any music that can be heard outside the building, that it cease by 8:00 or 9:00 p.m. each night. That any other manner of noisy activities not take place outdoors or be so loud that it can be heard outside, even if it is taking place inside.
2. That not parking for restaurant be allowed on Meadow Street. A sign designating that the parking is for residents only, or even stronger language about towing, be put up as needed along the street. My residents have very little parking area at present because of the location of the mail boxes.
3. That traffic can be kept to a minimum on Meadow Street, perhaps with an entrance to a parking area in front of the restaurant off of Washington Avenue.

On June 6, 2016, Staff received a call from Mr. Robert Altice who spoke in favor of the Macado's project. Mr. Altice said that the Town should approve the Macado's rezoning request.

An open house about the proposed rezoning of the former library property was held on Monday, June 6, 2016 from 6:00 p.m. to 7:30 p.m. at the Vinton War Memorial building. As listed are comments submitted by some of the attendees of the open house:

1. Stephanie Brown-Mead, 222 S. Pollard Street, Vinton: I think this is great for Vinton.
2. Don Halliwill, 6140 Morning Glory Drive, Roanoke, VA 24012: Although not a current resident, as a life-long Vintonite and in my capacity as a leader for Vinton business (Carilion Clinic) – I believe this one of the strongest opportunities for Vinton in decades and I fully support moving this forward quickly!!
3. Gary Payne (Vinton Roofing), 124 E. Washington Avenue, Vinton: Way to go! Looking forward to having Macado's!
4. Joy Payne (Vinton Roofing), 124 E. Washington Avenue, Vinton: Welcome!
5. Carolyn Krisha, 619 Morrison Avenue, Vinton: Only objection is a need for a traffic light.
6. Keith Liles, 702 Clearview Drive, Vinton: Welcome to Vinton! Just a start to other great things to come!
7. Stacie Brinkley, 501 McDonald Street, Vinton: We are so excited about Macado's coming to Vinton. Both as a resident and a business owner, I feel this is going to be a win win for all involved.
8. Mary Beth Layman, 1028 Almond Drive, Vinton: (1) I like the location of the outdoor dining, (2) Not sure how Meadow Street residents will react to dumpster location. I understand there is a solid door, (3) Like the plans, (4) Glad to have a nice restaurant planning to locate in Vinton.
9. Angie Chewning, 1510 Bali Hai Drive, Vinton: Cannot wait! Very excited to have Macado's "IN" Vinton.
10. Bootie Chewning, 888 Colbourne Avenue, Vinton: Fantastic Idea – So excited about the growth of Vinton.

11. Ann Brown, 714 Dillon Drive, Vinton: So excited about Macado's coming to Vinton! We need another restaurant!
12. Kathryn Sowers, 1214 Jeanette Avenue, Vinton: Very excited about Macado's coming. I love we are moving forward.

On Tuesday, June 07, 2016, Ms. Darlene McCaskill, came by the Planning Office and submitted a letter, adding to the items that were mentioned in her previous letter, as follows:

1. Along Meadow Street on the side of the building, a row of tall slender evergreen trees would help block out the noise and visually seeing all the coming and going. This would make somewhat of a boundary to separate the business property from the residential area at the side of the building and back parking lot.
2. There is a concern about the dumpster area creating a bad odor in the area especially for those residents right on Meadow Street. This might have been dealt with if the dumpster is picked up often or completely enclosed by walls, etc.

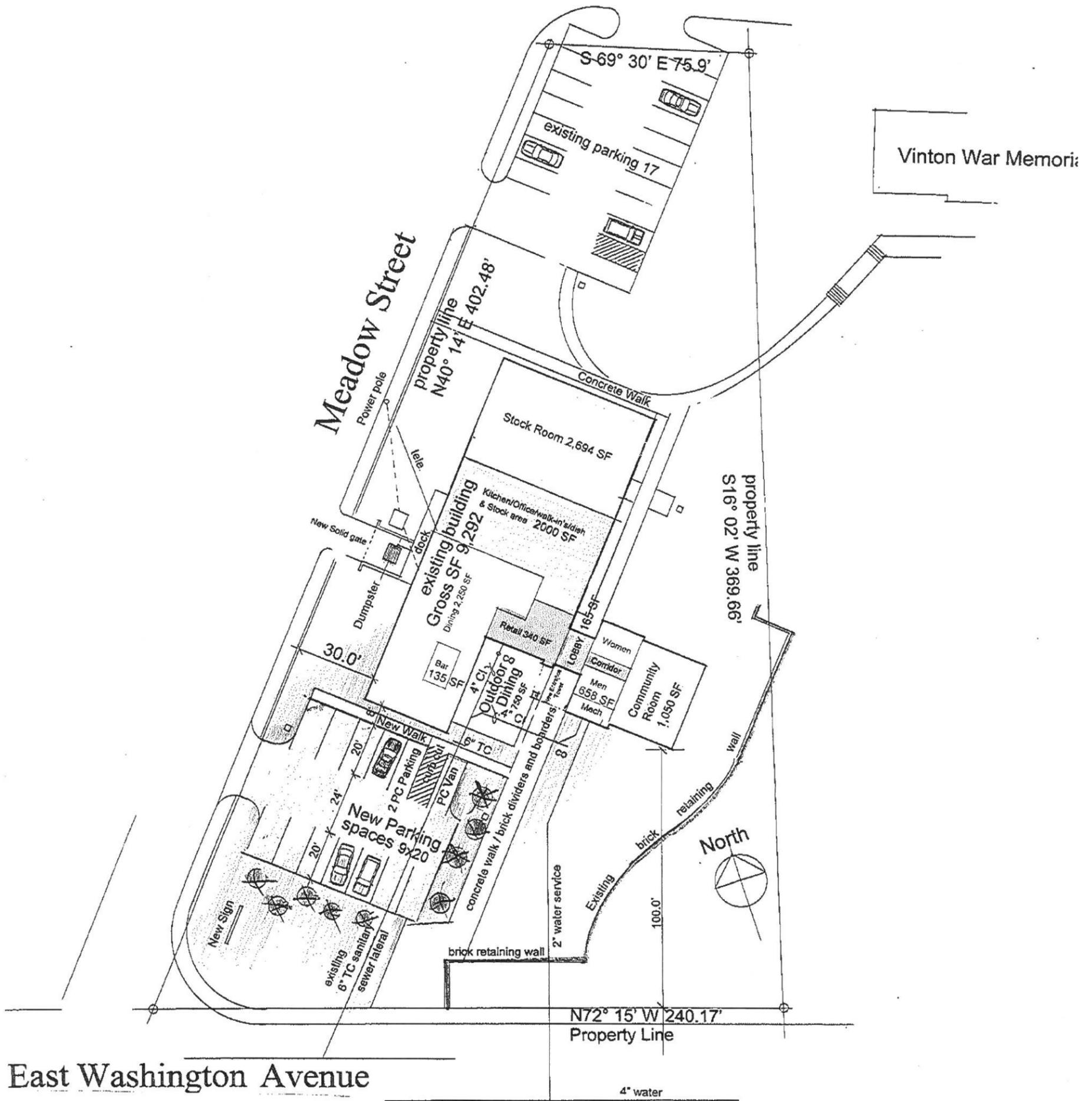


ROANOKE COUNTY BOARD OF SUPERVISORS
1.27
RB

- Water line
- Sewer line
- Natural Gas line

Former Vinton Library 800 Washington Ave.

1 inch = 75 feet



East Washington Avenue

Outdoor Dining 25x30 =	750 SF	2,694
Indoor Dining =	2,250	2,000
TOTAL DINING AREA	3,000 SF	2,250
		135
Parking 3,000/100 =	30 Spaces required	340
Existing Spaces	17	165
New Spaces	13	658
TOTAL	30	1,050
		9,292 SF

May 25, 2016 Revised June 1, 2016

Proposed Rezoning Plot for: Scale 1" = 50'

Macado's
 Restaurant and Bar
 800 East Washington Avenue
 Vinton VA 24179

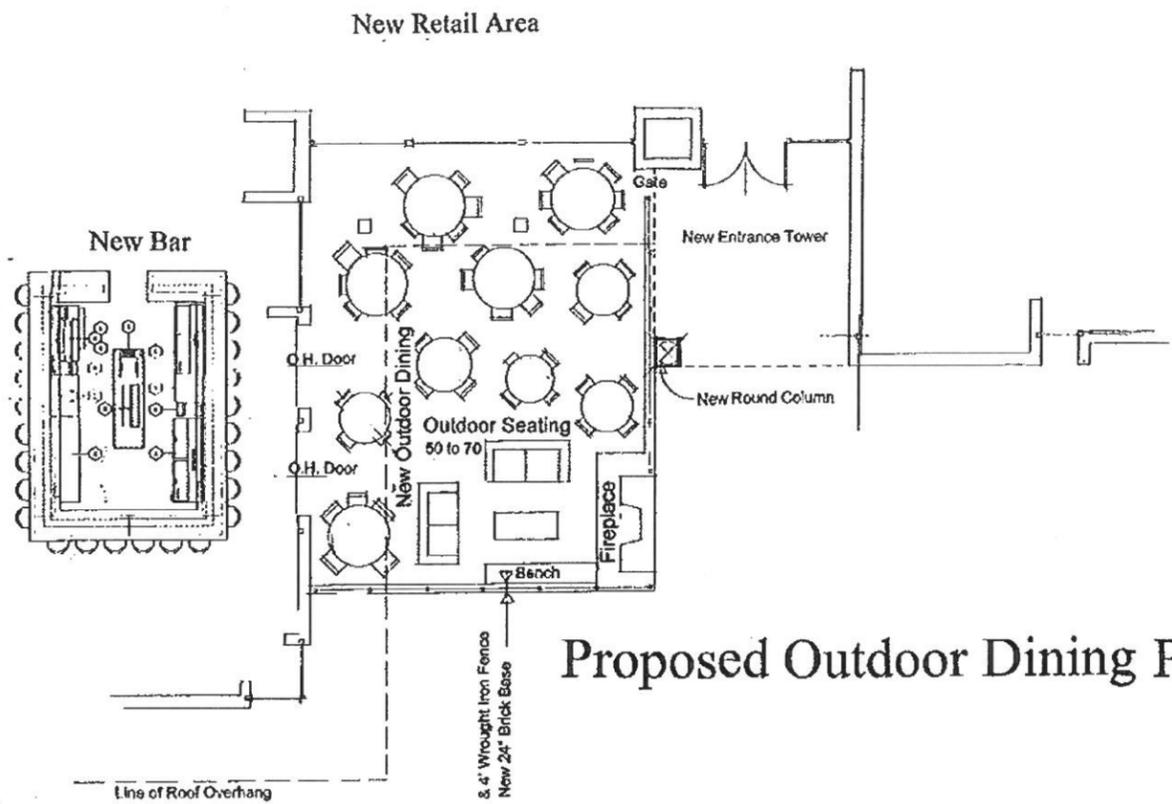
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C1

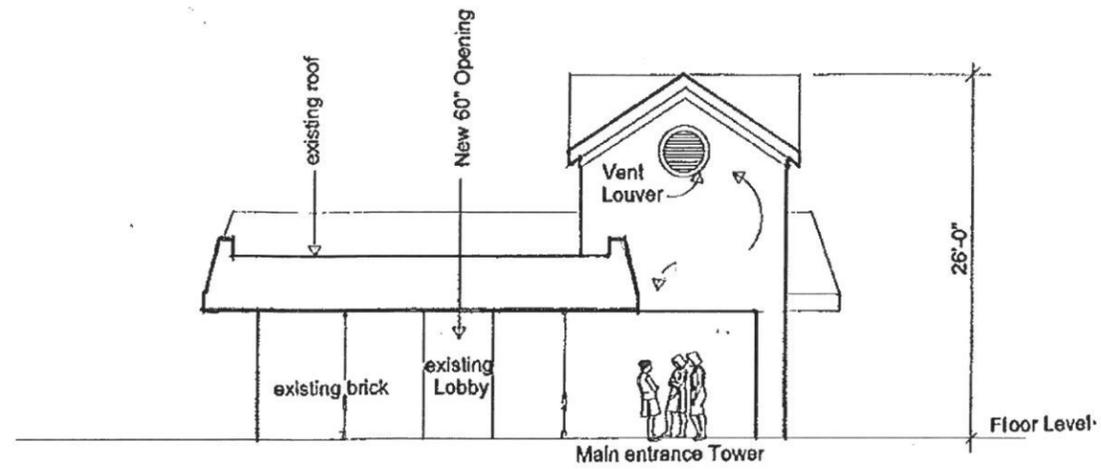


CELEBRATING 25 YEARS OF ARCHITECTURAL DESIGN

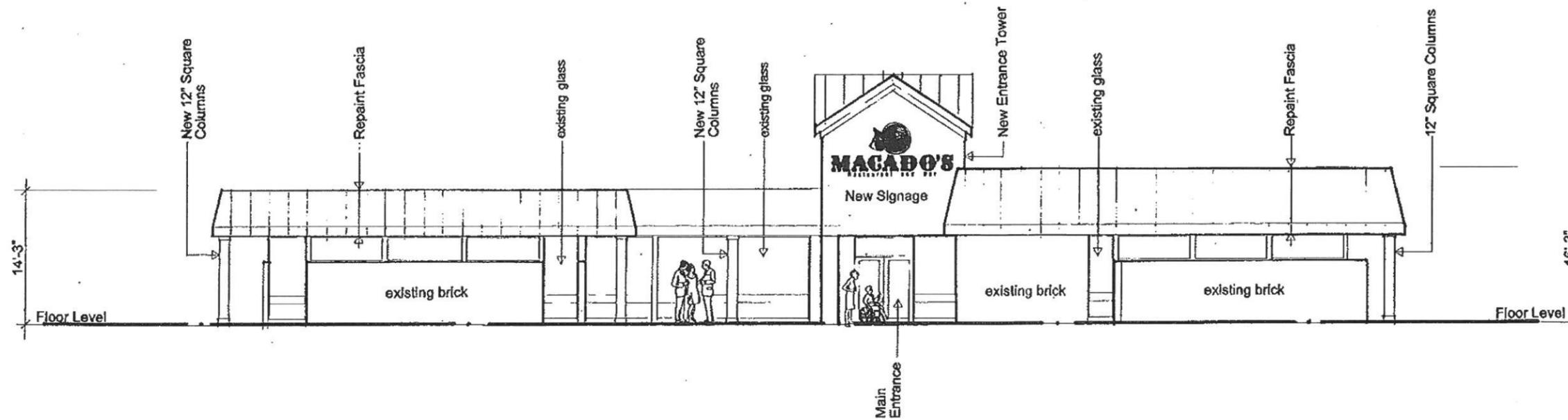




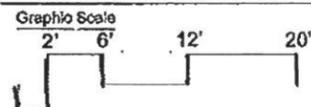
Proposed Outdoor Dining Plan



Proposed Entrance Court



Proposed Front Exterior Elevation



Proposed Exterior Elevations for:

Macado's
Restaurant and Bar
800 East Washington Avenue, Vinton VA



CELEBRATING 25 YEARS OF ARCHITECTURAL DESIGN



Professional Seal

Revisions

1	
2	
3	
4	
5	
6	
7	

Drawn By JDH

Drawing Title

Date 06/01/2016

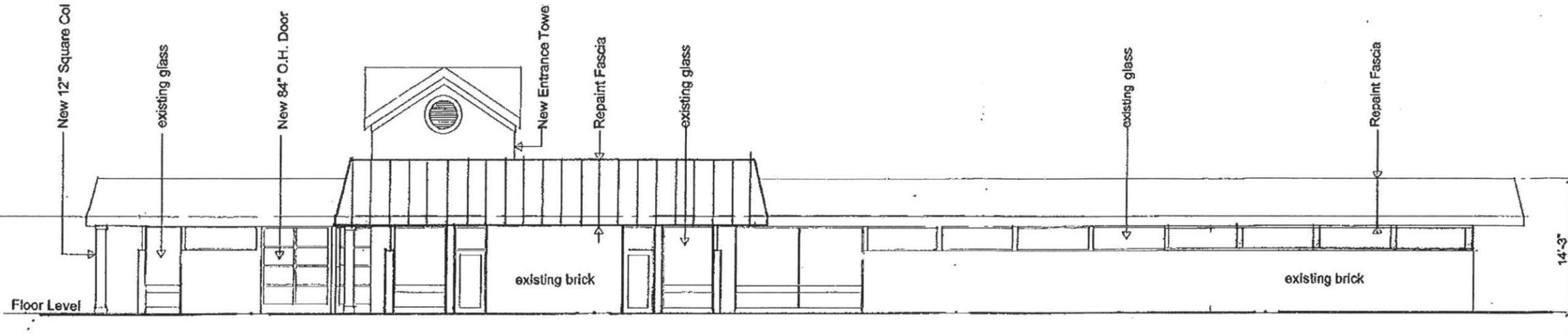
Scale

Commission

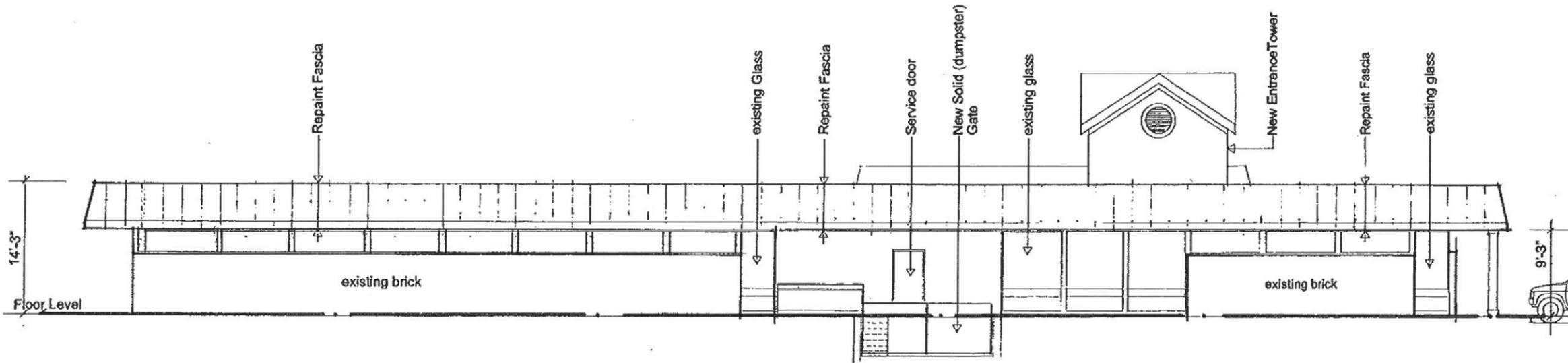
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Drawing Number

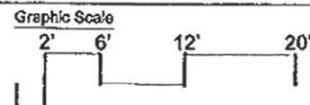
A2



Proposed Right-side Exterior Elev

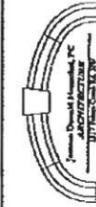


Proposed Left-Side Exterior Elevation



Proposed Exterior Elevations for:

Macado's
 Restaurant and Bar
 800 East Washington Avenue, Vinton VA



CELEBRATING 25 YEARS OF ARCHITECTURAL DESIGN



Professional Seal

Revisions
1
2
3
4
5
6
7

Drawn By JDH
 Approved By
 Drawing Title

Date 06/01/2016
 Scale

Commission
 1604.519

Drawing Number
A3



TOWN OF VINTON

311 S. POLLARD STREET
VINTON, VIRGINIA 24179

PHONE: (540) 983-0601

FAX: (540) 983-0621

EMAIL: amcmillan@vintonva.gov

ANITA MCMILLAN
PLANNING AND ZONING DIRECTOR

First Class Mail

May 23, 2016

Dear Property Owner:

Pursuant to the provisions of Section 15.2-2204 of the 1950 Code of Virginia, as amended, the Town of Vinton, Virginia, hereby gives notice of a public hearing: **Planning Commission** public hearing to be held on **Thursday, June 9, 2016, at 7:00 p.m.**, **Town Council** public hearing to be held **Tuesday, June 21, 2016, at 7:00 p.m.**, respectively. Each public hearing to be held in the Council Chambers of the Vinton Municipal Building, 311 South Pollard Street, Vinton, Virginia. The Planning Commission will also hold a work session/dinner at 6:00 p.m. in the Administration Conference Room, prior to its public hearing on June 9, 2016.

The purpose of the public hearings is to:

Receive comments concerning petition of County of Roanoke, for a rezoning of the former Roanoke County Vinton Branch Library, from RB Residential Business to GB General Business District. The rezoning request is to allow for the property located at 800 Washington Avenue, Vinton, to be refurbished to accommodate a full service restaurant.

The Planning Commission, on **Thursday, June 9, 2016**, and Town Council, on **Tuesday, June 21, 2016**, respectively, will consider whether to approve or disapprove the rezoning request of the County of Roanoke, Virginia.

Further information concerning this issue may be obtained in the Planning Department located at 311 South Pollard Street, Vinton, Virginia 24179, or call (540) 983-0601. Interested persons may be heard at the above public hearings.

Given under my hand this 23rd day of May, 2016.

Sincerely,

Anita J. McMillan
Planning and Zoning Director

NOTICE OF INTENT TO COMPLY 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 the meetings. Please call (540) 983-0601 at least 48 hours prior to the meeting so that proper arrangements may be made.

**Property Owners and
Occupants notified of the
proposed rezoning for 800
Washington Avenue.**



**LEGAL NOTICE AND OPEN HOUSE LETTERS SENT TO PROPERTY OWNERS
VIA FIRST CLASS MAIL ON MAY 25, 2016**

Tax Parcel ID	Site Address	Owner Name	Owner Mailing Address	Owner
060.16-06-40.00-0000	0 BLUE RIDGE LN	SWEENEY JERRY E & DENISE W	103 FOUR SEASON DR	TROU
060.16-06-25&26.00-0000	0 E MADISON AV & 614 WASHINGTON AV	OPS LLC	614 WASHINGTON AVE	VINTC
060.16-07-10&11.00-0000	0 WASHINGTON AV	THRASHER MEMORIAL UMC TRUSTEES	707 E WASHINGTON AVE	VINTC
060.16-05-27&28&29&30.00-0000	112 CHURCH ST,0 & 707 WASHINGTON AV	THRASHER MEMORIAL UMC TRUSTEES	707 E WASHINGTON AVE	VINTC
060.16-05-25.01-0000	122 CHURCH ST	FULLER D CLYDE & GLENDA	122 CHURCH ST	VINTC
060.16-06-21&22.00-0000	200 BOWMAN ST	COPENHAVER DB TRUST C/O HOPE HALE	921 STARMOUNT AVE	ROAN
060.16-06-07.00-0000	204 N BLAIR ST	MILLS DARYL RAY JR & MICHELLE D	204 N BLAIR ST	VINTC
060.16-06-06.00-0000	210 N BLAIR ST	MOORE CHARLES W	509 HOLIDAY RD	VINTC
060.16-06-10.00-0000	211 BOWMAN ST	CLARK EDWARD W JR;REALTY ASSO.INC	5352 CLOVERDALE RD	ROAN
060.16-06-27.00-0000	213 MEADOW ST	HOUFF JAMES R	213 MEADOW ST	VINTC
060.16-06-11&18.00-0000	213 & 226 BOWMAN ST	GREENWAY CONSTR. INC C/O T.GREENWAY	P O BOX 24	VINTC
060.16-06-28.00-0000	215 MEADOW ST UNIT 00221	MCCASKILL D FAMILY TRUST;MCCASKILL DARLENE	840 FINNEY DR	VINTC
060.16-06-20.00-0000	216 BOWMAN ST	WHEELING DENNIS D	216 BOWMAN ST	VINTC
060.16-06-05.00-0000	218 N BLAIR ST	SALYERS KANOEL T & LINDA F	218 N BLAIR ST	VINTC
060.16-06-12.00-0000	219 BOWMAN ST	GORDON DANIELLE R	219 BOWMAN ST	VINTC
060.16-06-19.00-0000	222 BOWMAN ST	WICKERSTY JOSEPH P	222 BOWMAN ST	VINTC
060.16-06-04.00-0000	222 N BLAIR ST	KLINE RONALD G & VIRGINIA P	221 N BLAIR ST	VINTC
060.16-06-29.00-0000	225 MEADOW ST	BUNN AARON C & KRISTIN M	225 MEADOW ST	VINTC
060.16-06-03.00-0000	226 N BLAIR ST	SMITH ROBERT L & PAULA B	226 N BLAIR AVE	VINTC
060.16-06-13.00-0000	227 BOWMAN ST	MORSE DAVID P & CARMEN R	227 BOWMAN ST	VINTC
060.16-06-30&31	229 MEADOW ST UNIT 231	ECHOLS JUANITA G	231 MEADOW ST	VINTC
060.16-06-17.00-0000	230 BOWMAN ST	JACKSON M WADE & DONNA L	230 BOWMAN ST	VINTC
060.16-06-14.00-0000	233 BOWMAN ST	AGEE GREGORY L & REGINA F	233 BOWMAN ST	VINTC
060.16-06-16.00-0000	236 BOWMAN ST	FOUTZ WILEY E & CAROLYN J	236 BOWMAN ST	VINTC
060.16-06-15.00-0000	239 BOWMAN ST	ROSENBERG JOSEPH S; & VICTORIA R	239 BOWMAN ST	VINTC
060.16-06-02.00-0000	300 N BLAIR ST	JANNEY LEONARD GARY & SARAH	300 N BLAIR ST	VINTC
060.12-05-55.00-0000	301 MEADOW ST	TWEEDY BRENDA P & EDGAR T	310 RUSTIC LN	LYNCI
060.12-05-54.00-0000	302 BOWMAN ST	DREW TIMOTHY S	PO BOX 291	WIRT.
060.12-05-41.00-0000	303 BOWMAN ST	FOUTZ ELLIOTT M JR & DONNA R	303 BOWMAN ST	VINTC
060.12-05-56.00-0000	305 MEADOW ST	STAR CITY INVESTMENTS LLC	925 1ST ST SW	ROAN
060.16-06-01.00-0000	306 N BLAIR ST	BAILEY CLINTON G	306 N BLAIR ST	VINTC
060.12-05-53.00-0000	308 BOWMAN ST	COBOURN DEBORAH L	308 BOWMAN ST	VINTC
060.12-05-42.00-0000	309 BOWMAN ST	WILLIAMSON BEVERLY G	309 BOWMAN ST	VINTC

**LEGAL NOTICE AND OPEN HOUSE LETTERS SENT TO PROPERTY OWNERS
VIA FIRST CLASS MAIL ON MAY 25, 2016**

Tax Parcel ID	Site Address	Owner Name	Owner Mailing Address	Owner
060.12-05-52.00-0000	310 BOWMAN ST UNIT 312	JIMENEZ JUAN & ELODIA B	7294 WILSON RD	BOON
060.12-05-43.00-0000	313 BOWMAN ST	PUGH DAVID R & GLADYS A	313 BOWMAN ST	VINTO
060.12-05-51.00-0000	314 BOWMAN ST UNIT 316	WILLIAMS JASON D	1324 HIDDEN FOREST DR	GOO
060.12-05-57&58.00-0000	315 MEADOW ST UNIT 317 & 0	GREENWAY CONSTR. INC C/O T.GREENWAY	P O BOX 24	VINTO
060.12-05-40.00-0000	316 N BLAIR ST	TARTA JOHN V & JOYCE A	316 N BLAIR ST	VINTO
060.12-05-44.00-0000	317 BOWMAN ST	HALE B G	317 BOWMAN ST	VINTO
060.12-05-39.00-0000	322 N BLAIR ST	OVERSTREET GARY W	322 N BLAIR ST	VINTO
060.12-05-45.00-0000	323 BOWMAN ST	EPPERLY JAMES RAY	323 BOWMAN ST	VINTO
060.12-05-38.00-0000	328 N BLAIR ST	WRIGHT JAMES E & LENA R	328 N BLAIR ST	VINTO
060.12-05-59&60.00-0000	329 & 0 MEADOW ST	STEBER MARTHA BOLDING	329 MEADOW ST	VINTO
060.12-05-46.00-0000	331 BOWMAN ST	WADE PEGGY L	331 BOWMAN ST	VINTO
060.12-05-62.00-0000	333 MEADOW ST	TURPIN EDWARD W	333 MEADOW ST	VINTO
060.12-05-50.00-0000	334 BOWMAN ST	ADAMS GARY D & MILLICENT M	334 BOWMAN ST	VINTO
060.12-05-47&48.00-0000	335 BOWMAN ST	ADKINS STEPHEN R & EMEGEN Q	335 BOWMAN ST	VINTO
060.12-05-49.00-0000	336 BOWMAN ST	ROBERTSON JEFFREY A & LINDA M	336 BOWMAN ST	VINTO
060.12-05-63.00-0000	341 MEADOW ST	BRADLEY JIMMIE D & VERONA D	341 MEADOW ST	VINTO
060.12-05-32.00-0000	400 POLK AV	KING JOHN W JR	400 POLK AVE	VINTO
060.16-05-15.00-0000	401 WASHINGTON AV	ADVANCE STORES COMPANY INC	5008 AIRPORT RD	ROAN
060.12-05-37.00-0000	402 N BLAIR ST	SINK SHELLEY A	402 N BLAIR ST	VINTO
060.12-05-36.00-0000	406 N BLAIR ST	TAYLOR CAROLYN M	406 N BLAIR ST	VINTO
060.12-05-30.00-0000	408 POLK AV	BARBOUR GERALD RAYMOND & IONA R	408 POLK AVE	VINTO
060.12-05-35.00-0000	410 N BLAIR ST	LOVERN LLC	3467 RUTROUGH RD	ROAN
060.12-05-34.00-0000	416 N BLAIR ST	BLEWETT JEREMY D & JENNIFER H	416 N BLAIR ST	VINTO
060.12-05-28&29	418 POLK AV	BROWN RAY S LIFE ESTATE	979 LAUDERDALE AVE	VINTO
060.16-05-01&-06-08&09.00-0000	418 WASHINGTON AV	BOB WOODS UNION 76 INC	418 WASHINGTON AVE	VINTO
060.12-05-33.00-0000	420 N BLAIR ST	GEARHART JAMES H & ETHEL M.	420 N BLAIR ST	VINTO
060.12-05-23.00-0000	501 MEADOW ST	TAYLOR MARY S	501 MEADOW ST	VINTO
060.12-05-26.00-0000	502 POLK AV UNITS A & B	SHUMAN RICK & LINDA	502 POLK AVE	VINTO
060.12-05-22.00-0000	503 MEADOW ST	503 MEADOW STREET LLC	1009 HALLIAHURST AVE	VINTO
060.12-05-25.00-0000	504 POLK AV	JENKINS JOY A	504 POLK AVE	VINTO
060.16-05-14.00-0000	505 WASHINGTON AV	MCALLISTER HELEN MARIE	505 WASHINGTON AVE	VINTO
060.12-05-21.00-0000	507 MEADOW ST & 500 POLK AV	CALLAHAN ALVIN WAYNE	1462 MUSE DR	VINTO
060.12-05-24.00-0000	508 POLK AV	ORANGE KEVIN OREN	508 POLK AVE	VINTO

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VIA FIRST CLASS MAIL ON MAY 25, 2016**

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060.12-05-20.00-0000	509 MEADOW ST	RAGLAND ALLEN W	509 MEADOW ST	VINTON
060.16-06-23.00-0000	510 E MADISON AV	ARTHUR LARRY D	510 E MADISON AVE	VINTON
060.16-06-24.00-0000	514 E MADISON AV	MADISON AVENUE PROPERTIES LLC	1246 CHESTNUT MTN DRIVE	VINTON
060.16-05-13.00-0000	525 WASHINGTON AV	CARR CALVIN L & DIANNE C	108 SEDGFIELD LN	VINTON
060.12-06-01.00-0000	528 MEADOW ST	CARTER GROVER LEE & SHIRLEY W	528 MEADOW ST	VINTON
060.12-06-07.00-0000	601 MORRISON AV	HAYNES RAMONA C	601 MORRISON AVE	VINTON
060.12-06-06.00-0000	602 MORRISON AV	ORANGE EUNICE A	602 MORRISON AVE	VINTON
060.12-06-08.00-0000	605 MORRISON AV	SAYERS SHELBY C & MATTHEW I	605 MORRISON AVE	VINTON
060.12-06-05.00-0000	606 MORRISON AV	THOMAS BRADLEY V & ASHLEY W	2353 WOLF RUN	VINTON
060.12-06-09.00-0000	609 MORRISON AV	1ST ALLIANCE LENDING LLC	3637 SENTARA WAY STE 303	VIRGINIA
060.12-06-10.00-0000	615 MORRISON AV	OWEN JOSEPH BYRON	615 MORRISON AVE	VINTON
060.12-06-03&04.00-0000	618 & 0 MORRISON AV	STANLEY ELMER;STANLEY G. LIFE ESTATE	2405 RURITAN RD	ROANOK
060.12-06-12.00-0000	619 MORRISON AV	KRISHA CAROLYN S	619 MORRISON AVE	VINTON
060.16-06-33&34&41.00-0000	814 & 0 WASHINGTON AV & BLUE RIDGE LN	TOWN OF VINTON	311 SOUTH POLLARD ST	VINTON
060.16-06-35.00-0000	836 WASHINGTON AV	NOLEN ADAMS PROPERTIES LLC	303 GLENDALE DR	VINTON
060.16-06-36&38.00-0000	844 WASHINGTON AV & 0 BLUE RIDGE LN	SELL DIANE TREGER	844 E WASHINGTON AVE	VINTON
060.16-06-39.00-0000	845 BLUE RIDGE LN	BARTON JAMES W & LAURA A	75 MISTY LN	BOONVILLE
060.16-06-37.00-0000	848 WASHINGTON AV	MATTINGLY J. & COOPER E. & COOPER G.	848 WASHINGTON AVE	VINTON
060.16-07-07.00-0000	851 & 853 & 855 WASHINGTON AV	DIVERSIFIED INTERESTS L LLC	P O BOX 458	VINTON
060.16-07-06.00-0000	857 WASHINGTON AV	CHALLENGE LLC	P O BOX 4407	ROANOK
060.16-06-42.00-0000	864 WASHINGTON AV	FORTE CHAD JAMES & ESTHER L	864 WASHINGTON AVE	VINTON
060.16-07-05.00-0000	865 WASHINGTON AV	ALIMYGAR LLC	131 OLD BROOK RD	VINTON
060.16-07-04.00-0000	871 WASHINGTON AV	WILLIS LIVING TR.;WILLIS JR & B TRUSTEES	3735 FRANKLIN RD SW # 184	ROANOK
060.16-06-43.00-0000	872 WASHINGTON AV	WOODSON JAMES & CORINA K	872 WASHINGTON AVE	VINTON
060.16-06-44&45.00-0000	880 & 888 & 890 WASHINGTON AV	GRAY KEITH A	880 WASHINGTON AVE	VINTON
060.16-07-02&03.00-0000	889 & 881 WASHINGTON AV	JLOG LLC	889 WASHINGTON AVE	VINTON
060.16-06-46.00-0000	892 WASHINGTON AV	WOOLFOLK PAUL A	892 E WASHINGTON AVE	VINTON
060.16-07-01.00-0000	895 WASHINGTON AV	KEVORKIAN GEORGE JR & INGRID M	895 E WASHINGTON AVE	VINTON
060.16-06-47.00-0000	896 WASHINGTON AV UNIT 00898	MCGIMSEY FAM. LP C/O RGM PROPERTIES	P O BOX 18208	ROANOK



OPEN HOUSE

You're invited to drop in for an Open House about the Proposed Rezoning of the Former Roanoke County Vinton Branch Library, located at 800 Washington Avenue, from RB Residential Business to GB General Business. The rezoning request is to allow the building to be renovated to accommodate a full service restaurant.

Where:

Vinton War Memorial
814 Washington Avenue
Vinton, VA 24179

When:

Monday, June 6, 2016

More Information:

Call (540) 983-0601

Time:

6:00 P.M.

TO

7:30 P.M.

**OPEN HOUSE LETTERS SENT TO TENANTS
VIA FIRST CLASS MAIL ON MAY 25, 2016**

Tax Parcel ID	Site Address	City State Zip	Tenant	Owner Name
060.16-05-27.00-0000	112 CHURCH ST	VINTON VA 24179	OCCUPANT	THRASHER MEMORIAL UMC TRUSTEES
060.16-07-07.00-0000	118 S. POLLARD STREET	VINTON VA 24179	WASH. MANOR APT PROP MGR	DIVERSIFIED INT LLC 851, 853, 855 WASHINGTON
060.16-06-22.00-0000	200 BOWMAN ST	VINTON VA 24179	OCCUPANT	COPENHAVER DOROTHY B TRUST
060.16-06-08.00-0000	200 N BLAIR ST	VINTON VA 24179	OCCUPANT	BOB WOODS UNION 76 INC
060.16-06-06.00-0000	210 N BLAIR ST	VINTON VA 24179	OCCUPANT	MOORE CHARLES W
060.16-06-10.00-0000	211 BOWMAN ST	VINTON VA 24179	OCCUPANT	CLARK EDWARD W JR;REALTY ASSOCIATES INC
060.16-06-28.00-0000	215 MEADOW ST	VINTON VA 24179	OCCUPANT	MCCASKILL DARLENE FAMILY TRUST
060.16-06-28.00-0000	217 MEADOW ST	VINTON VA 24179	OCCUPANT	MCCASKILL DARLENE FAMILY TRUST
060.16-06-28.00-0000	219 MEADOW ST	VINTON VA 24179	OCCUPANT	MCCASKILL DARLENE FAMILY TRUST
060.16-06-28.00-0000	221 MEADOW ST	VINTON VA 24179	OCCUPANT	MCCASKILL DARLENE FAMILY TRUST
060.16-06-04.00-0000	222 N BLAIR ST	VINTON VA 24179	OCCUPANT	KLINE RONALD G;KLINE VIRGINIA P
060.16-06-18.00-0000	226 BOWMAN ST	VINTON VA 24179	OCCUPANT	GREENWAY TIMOTHY D
060.16-06-30.00-0000	229 MEADOW ST	VINTON VA 24179	OCCUPANT	ECHOLS JUANITA G
060.12-05-55.00-0000	301 MEADOW ST	VINTON VA 24179	OCCUPANT	TWEEDY BRENDA P;TWEEDY EDGAR T
060.12-05-54.00-0000	302 BOWMAN ST	VINTON VA 24179	OCCUPANT	DREW TIMOTHY S
060.12-05-56.00-0000	305 MEADOW ST	VINTON VA 24179	OCCUPANT	STAR CITY INVESTMENTS LLC
060.12-05-52.00-0000	310 BOWMAN ST	VINTON VA 24179	OCCUPANT	JIMENEZ JUAN;JIMENEZ ELODIA B
060.12-05-52.00-0000	312 BOWMAN ST	VINTON VA 24179	OCCUPANT	JIMENEZ JUAN;JIMENEZ ELODIA B
060.12-05-51.00-0000	314 BOWMAN ST	VINTON VA 24179	OCCUPANT	WILLIAMS JASON D
060.12-05-57.00-0000	315 MEADOW ST	VINTON VA 24179	OCCUPANT	GREENWAY CONSTRUCTION INC
060.12-05-51.00-0000	316 BOWMAN ST	VINTON VA 24179	OCCUPANT	WILLIAMS JASON D
060.16-05-15.00-0000	401 WASHINGTON AV	VINTON VA 24179	ADVANCE AUTO STORE MGR	ADVANCE STORES COMPANY INC
060.16-06-08.00-0000	410 E MADISON AV	VINTON VA 24179	OCCUPANT	BOB WOODS UNION 76 INC
060.12-05-35.00-0000	410 N BLAIR ST	VINTON VA 24179	OCCUPANT	LOVERN LLC
060.12-05-29.00-0000	418-A POLK AV	VINTON VA 24179	OCCUPANT	BROWN RAY S LIFE ESTATE
060.12-05-29.00-0000	418-B POLK AV	VINTON VA 24179	OCCUPANT	BROWN RAY S LIFE ESTATE
060.12-05-21.00-0000	500 POLK AV	VINTON VA 24179	OCCUPANT	CALLAHAN ALVIN WAYNE
060.12-05-22.00-0000	503 MEADOW ST	VINTON VA 24179	OCCUPANT	503 MEADOW STREET LLC
060.12-05-21.00-0000	507 MEADOW ST	VINTON VA 24179	OCCUPANT	CALLAHAN ALVIN WAYNE
060.16-06-24.00-0000	514 E MADISON AV	VINTON VA 24179	OCCUPANT	MADISON AVENUE PROPERTIES LLC
060.12-06-05.00-0000	606 MORRISON AV	VINTON VA 24179	OCCUPANT	THOMAS BRADLEY V;THOMAS ASHLEY W
060.12-06-09.00-0000	609 MORRISON AV	VINTON VA 24179	OCCUPANT	1ST ALLIANCE LENDING LLC

**OPEN HOUSE LETTERS SENT TO TENANTS
VIA FIRST CLASS MAIL ON MAY 25, 2016**

Tax Parcel ID	Site Address	City State Zip	Tenant	Owner Name
060.12-06-03.00-0000	618 MORRISON AV	VINTON VA 24179	OCCUPANT	STANLEY ELMER;STANLEY GLENNIE LIFE ESTATE
060.16-07-13.00-0000	807 WASHINGTON AV	VINTON VA 24179	OCCUPANT	THRASHER MEMORIAL UMC TRUSTEES
060.16-07-12.00-0000	815 WASHINGTON AV	VINTON VA 24179	OCCUPANT	THRASHER MEMORIAL UMC TRUSTEES
060.16-06-35.00-0000	836 WASHINGTON AV	VINTON VA 24179	OCCUPANT	NOLEN ADAMS PROPERTIES LLC
060.16-06-39.00-0000	845 BLUE RIDGE LN	VINTON VA 24179	OCCUPANT	BARTON JAMES W;BARTON LAURA A
060.16-07-06.00-0000	857 WASHINGTON AV	VINTON VA 24179	OCCUPANT	CHALLENGE LLC
060.16-07-05.00-0000	865 WASHINGTON AV	VINTON VA 24179	OCCUPANT	ALIMYGAR LLC
060.16-07-04.00-0000	871 WASHINGTON AV	VINTON VA 24179	OCCUPANT	WILLIS LIVING TRUST
060.16-07-03.00-0000	881 WASHINGTON AV	VINTON VA 24179	OCCUPANT	JLOG LLC
060.16-06-45.00-0000	888 WASHINGTON AV	VINTON VA 24179	OCCUPANT	GRAY KEITH A
060.16-06-45.00-0000	890 WASHINGTON AV	VINTON VA 24179	OCCUPANT	GRAY KEITH A
060.16-06-47.00-0000	896 WASHINGTON AV	VINTON VA 24179	OCCUPANT	MCGIMSEY FAMILY LP C/O RGM PROPERTIES
060.16-06-47.00-0000	898 WASHINGTON AV	VINTON VA 24179	OCCUPANT	MCGIMSEY FAMILY LP C/O RGM PROPERTIES

June 2, 2016

To: Planning Commission and the Vinton Town Council

Re: Rezoning of the property at the corner of Washington Ave. and Meadow Street

I own the rental property directly across from the former Vinton Library, at 215, 217, 219 and 221 Meadow Street. All four of these units are presently rented by Senior Citizens, as are a number of other units located on Meadow Street. Most Senior Citizens value their peace and quiet, and in some sense they have earned the right to live without disturbances, noise or excessive activity. This is especially important in the evenings when many like to retire for the night by 9:00 or 10:00PM. All of my renters are quiet individuals who do not bother others.

I have given the previous information to show the type of neighborhood that exists on Meadow Street and has existed for the entire time that I have been involved with it. Therefore, here are a list of concerns regarding the change of the zoning and subsequent restaurant.

1. If there is to be any music that can be heard outside the building, that it cease by 8:00 or 9:00pm each night. That any other manner of noisy activities not take place outdoors or be so loud that it can be heard outside, even if it is taking place inside.
2. That no parking for the restaurant be allowed on Meadow Street. A sign designating that the parking is for residents only, or even stronger language about towing, be put up as needed along the street. My residents have very little parking area at present because of the location of the mail boxes.
3. That traffic can be kept to a minimum on Meadow St., perhaps with an entrance to a parking area in front of the restaurant off of Washington Ave.

Thank you for your consideration of these issues and any other issues that could disturb the peace, tranquility, and enjoyment of the neighborhood.

Sincerely,



Darlene McCaskill, Landlord

6-7-16

Re: proposed Macado's Restaurant
From: Darlene McCaskill
Owner of 215, 217, 219, and 221 Meadow St.

In addition to the items mentioned in my previous letter, I would like to add.

1. Along Meadow St on the side of the building, a row of tall, ^{slender} evergreen trees would help block out the noise and visually seeing all the coming and going. This would make somewhat of a boundary to separate the business property from the residential area at the side of the building and back parking lot.

2. There is a concern about the dumpster area creating a bad odor in the area especially for those residents right on Meadow St. This might have been dealt with if the dumpster is picked up often or completely enclosed by walls, etc.

Anita McMillan - Fwd: Concerns regarding the rezoning of the old library

From: Janet Scheid <jscheid@vintonva.gov>
To: bgrose@vintonva.gov, Barry Thompson; Richard Peters
Date: 6/8/2016 8:53 PM
Subject: Fwd: Concerns regarding the rezoning of the old library

Sent from my iPhone

Begin forwarded message:

From: "Joseph Rosenberg" <executivedirector@kdr.com>
Date: June 8, 2016 at 8:26:50 PM EDT
To: "Janet Scheid" <JSCHIED@vintonva.gov>
Cc: "ladderwiz@aol.com" <ladderwiz@aol.com>, "wefoutz@cox.net" <wefoutz@cox.net>, "Victoria Rosenberg" <vivirosog@gmail.com>
Subject: Concerns regarding the rezoning of the old library

Dear Ms. Scheid,

Thank you for the e-mail informing me that you distributed the information from the Georgia Tech Study on rezoning and placing commercial properties within a zoned residential area. Unfortunately, previous business commitments has me out of town on June 9th the evening of the first meeting. My wife and two sons will be present. When we talked at the War Memorial you asked me to place our concerns in writing to you. Please consider this e-mail our initial concerns regarding the rezoning of the property in questions to allow Macado's to build a bar and restaurant on said property.

Our first concern is safety. The first issue is alcohol. A review of the Macado's menu shows that they don't only serve mixed drinks, wine, and beer, they also serve 27 types of shots and shooters. So basically they are not operating a restaurant but a bar. The location in question is next to a playground and across the street from a church that runs a daycare and multiple programs for children. A quick search within the news links on Google shows that there was an issue regarding the revocation of their license to serve alcohol in 1988 for violations of serving alcohol improperly, and then in 2013 they were cited for serving minors. I have placed a call with the Virginia ABC to investigate how many times Macado's (all of their locations) have been cited for alcohol violations. At least on face value there are questions in how the management of Macado's handles the sale and distribution of alcohol. Is this the type of establishment we want in close proximity of places of worship and facilities that care for children? The following link will take you to the article where it discusses Macado's violating Virginia alcohol regulations by serving minors <http://www.hcpress.com/business/boone-police-department-completes-second-round-of-abc-compliance-checks-13-establishments-failed.html>.

If Roanoke County petitioning on behalf of Macado's is successful in their petition to change the zoning for that property there will be increase traffic in the neighborhood and new traffic patterns. Has an environmental study and traffic study been completed to determine the impact of such a business will have to the community and the local neighborhood? We already have people speeding down our street when there are parades and other functions with little to no police presence. The neighborhood has very little sidewalks in the immediate area with the increase traffic in the area how can we even walk safely in the neighborhood. There are no sidewalks next to this site, which is a problem because children and families cut through the parking lot to reach the park and playground. In addition there will be increased traffic on the adjoining streets and most likely Monroe Street. This area (Monroe Street) has few stop signs and is not accustomed to experiencing a lot of traffic. There are three school bus stops on Monroe. If Macado's opens at 8:00 a.m. this means there will be restaurant traffic in a congested neighborhood. We already have cars speeding down Bowman because there is not a 4 way stop on the intersection of Monroe and Bowman.

The second concern is noise and sound pollution. In all of the recent news articles they cite that Macado's intends to build an outdoor patio. This fact and patrons coming and going in the parking lots, or waiting outside to be seated at Macado's will increase the noise in the neighborhood. Also, we need to take in account people congregating outside after a meal, and possibly a speaker system to be used for patrons waiting to be seated, and music on the patio. In addition there will be noise from employees leaving late at night after their shifts are done, slamming dumpster lids, and delivery trucks will lead to an increase of noise pollution. There is also the concerns of light pollution from the increased lighting around the property and in the parking lots.

The third concern is garbage. According to the plans on display at the War Memorial they appear to be placing the dumpsters on the street side closes to the neighborhood. Undoubtedly, these garbage dumpsters will lead to an increase in pests and rodents trying to get into the garbage. Not to mention the smell of the dumpsters. Then there is smoking, which is not allowed in restaurants, so they will be smoking outside omitting carcinogens into the neighborhood.

All of this leads to a decrease in our property values, which is cited in the study I presented to you and other studies that are easily obtained. How can we trust the Town Council to act in our best interests when on face value it appears this is a done deal and it doesn't matter how it impacts the community. It does not make sense to change the zoning to place Macado's at the old location of the library. Especially, when there are so many empty store fronts and parcels of land for sale or lease in the designated business district of the Town of Vinton. A location in this area makes sense with the newly built Library, a new brewpub being constructed and not to mention all of our festivals, gatherings and parades focus on the business district. The town management can't even manage the local playgrounds to ensure the proper amount of mulch is spread around the equipment. You can see the level is clearly well below the marks on the equipment. Not to mention the trash in and around the playground. So if that can't be managed how can we believe they will manage this business coming into our neighborhood?

These are our concerns. I have copied two of my neighbors on this e-mail who have similar concerns to the ones that are delineated in this communication.

I look forward to seeing you on the 21st. I hope the Town Council sees the trouble this will create and maintain and protect our quiet neighborhood. We have a business district in the Town of Vinton and that is where Macado's should be located.

Sincerely,

Joseph & Victoria Rosenberg



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Administration

Issue

Consideration of public comments regarding the joinder of the City of Salem, Virginia to the Roanoke Valley Resource Authority (RVRA) and on the approval and execution of Amended and Restated Articles of Incorporation of the RVRA for accomplishing such joinder of City of Salem, Virginia, together with any related matters.

Summary

In 1991, the City of Roanoke, the County of Roanoke and the Town of Vinton formed the Roanoke Valley Resource Authority to own and operate the Tinker Creek solid waste transfer station and the Smith Gap landfill. At that time, the City of Salem was offered membership in the Authority but elected to continue use of a private hauler contract for disposal of its solid waste. On May 9, 2016, Salem City Council voted to request the existing members of RVRA allow the City's participation in the Authority.

Each existing member jurisdiction must agree to membership by the City of Salem. Staff recommends authorizing the Mayor to execute the Amended and Restated Articles of Incorporation and the Town Manager to execute the Members and Facilities Use Agreement ("Use Agreement) and any incidental documents related to the Landfill Permit Conditions and Operating Policies, if any, as required to accomplish the goal of adding the City of Salem to the Authority.

Dan Miles with the RVRA will be at the meeting to make brief comments during the Public Hearing and answer any questions.

Attachments

Amended and Restated RVRA Members Facilities and Use Agreement
Resolution approving the joinder of the City of Salem, Virginia to the RVRA
Resolution approving the Amended and Restated RVRA Members and Facilities Use Agreement
Resolution approving an additional period of time for the RVRA to exist as a corporation

Recommendations

Conduct Public Hearing
Separate motions to adopt each of the three Resolutions

**AMENDED AND RESTATED
ROANOKE VALLEY RESOURCE AUTHORITY
MEMBERS AND FACILITIES USE AGREEMENT**

THIS AMENDED AND RESTATED MEMBERS AND FACILITIES USE AGREEMENT (“Agreement”) dated as of the _____ day of _____, 2016 by and between the Roanoke Valley Resource Authority, (“Authority”), a public body politic and corporate, and the County of Roanoke, a political subdivision of the Commonwealth of Virginia, (“County”), the City of Roanoke, a municipal corporation of the Commonwealth of Virginia, (“City”), the Town of Vinton, a municipal corporation of the Commonwealth of Virginia (“Town”), and the City of Salem, a municipal corporation of the Commonwealth of Virginia (“Salem”).

RECITALS

WHEREAS, the members of the Roanoke Valley Resource Authority, the Board of Supervisors of Roanoke County, the City Council of the City of Roanoke, the Town Council of the Town of Vinton, have signified their intention to amend the Articles of Incorporation of the Roanoke Valley Resource Authority to provide that the City of Salem shall become a member of the Authority pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia (1950), as amended (“Act”). A copy of the proposed Amended and Restated Articles of Incorporation for the Authority is attached hereto and incorporated by reference herein as Exhibit “A”;

WHEREAS, the Authority, the County, the City, and the Town have previously entered into this Members Use Agreement originally dated October 23, 1991, as amended by five (5) amendments dated June 1, 1992 (First Amendment), December 2, 1996 (Second Amendment), February 1, 1999 (Third Amendment), April 1, 2005 (Fourth Amendment), and March 23, 2009 (Fifth Amendment) (collectively referred to as the “Original Agreement”), and now desire to further amend and restate the Original Agreement with this Agreement to make provisions for Salem becoming a member of the Authority and to make certain other changes as set forth herein;

WHEREAS, the parties have developed and plan to further develop, construct, modify, and/or expand through the Authority, the Landfill, Transfer Stations, and Facilities including Facilities related to the transportation and disposal of Acceptable Waste, including exercise of any and all powers granted by the Act;

WHEREAS, the parties intend through the Authority to contract for a supply of Acceptable Waste to be delivered to the Facilities;

WHEREAS, the City, County, Town, and Salem wish to contract with the Authority to obtain rights to dispose of Acceptable Waste generated within their respective jurisdictions;

WHEREAS, pursuant to this Agreement, the City, County, Town, and Salem desire to set forth the terms and conditions of the disposal of Acceptable Waste through use of the Facilities; and,

WHEREAS, the purpose for which the Authority has been formed is to exercise any and all powers granted by the Act, including, without limitation, to acquire, finance, construct, operate, manage, and maintain a garbage and refuse collection and disposal system and related facilities.

AGREEMENT

NOW, THEREFORE, the parties to this Agreement agree as follows:

INTRODUCTION

- (a) The above whereas clauses are hereby incorporated into and made a part of this Agreement.
- (b) This Agreement shall be known as The Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement dated as of July 1, 2016.

ARTICLE I

DEFINITIONS

Unless otherwise defined, each capitalized term used in this Agreement shall have the meaning set forth below.

“Acceptable Waste” means non-hazardous “municipal solid waste”, “industrial waste” and “agricultural waste”, “construction waste”, “debris waste”, “demolition waste”, as defined in the Virginia Department of Waste Management Solid Waste Management Regulations, as amended, (the “DWM Regulations”), and such other wastes as Authority shall agree in writing to accept from time to time, subject to such limitations and exclusions as are imposed by Applicable Law and excluding all Unacceptable Wastes.

“Act” means the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Sections 15.2-5100, et seq., Code of Virginia of 1950, as amended.

“Annual Budget” means the annual budget of the Authority as described in Section 5.9.

“Annual Deficit” means any actual deficit at the end of a Fiscal Year consisting of an excess of Operating Costs over Operating Revenues for such Fiscal Year incurred by the Authority acting pursuant to an Annual Budget and any amendments thereto approved in advance by all Users in accordance with Section 5.9.

“Applicable Law” means any law, regulation, requirement (including but not limited to permit and governmental approval requirements) or order of any local, state or federal agency,

Note: Exhibit B Equipment List and Land Description is Separate Spreadsheet

court or other governmental body, applicable from time to time to the acquisition, design, construction, equipping, testing, start-up, financing, ownership, possession or operation (including but not limited to closure and post-closure operations) of the Facilities or the performance of any obligations under any agreement entered into in connection therewith.

“Articles of Incorporation” means the Articles of Incorporation of the Authority as they may be amended and restated from time to time.

“Authority Default” means any of the events of default described in Section 6.2.

“Bonds” means any Revenue Bonds, or other obligation, issued by the Authority to finance the acquisition, construction, improvement, and equipping of the Facility/Facilities, including any revenue bonds issued to refund such Bonds.

“Bylaws” means the Bylaws of the Authority, as they may be amended from time to time.

“Capital Expenditure” means any single expenditure intended to benefit and be amortized over 5 or more accounting periods under Generally Accepted Accounting Principles.

“Charter Member Users” or “Charter Member User” means Roanoke County, the City of Roanoke, and the Town of Vinton, as the context may require.

“Contract Municipal Customer(s)” means any local government entity, located wholly or partially within a sixty (60) mile radius of a Facility and under contractual obligation with the Authority or permitted to bring Acceptable Waste generated within said local government entity’s jurisdiction to a Facility.

“Debt Service Payments” means the payments of principal, premium, if any, and interest required to be made by the Authority with respect to the Bonds.

“Designated Hauler” means any person (other than a User) (1) who is authorized to deliver Acceptable Waste to the Facility on behalf of a User or a Contract Municipal Customer and originating from User’s or Contract Municipal Customer’s jurisdiction, for a fee paid by the User; or, (2) who collects Acceptable Waste pursuant to contract with or franchise from the User and is designated to the Authority as such by the User in writing.

“Event of Default” means the events of default set forth in Section 6.2 and 6.3.

“Facility” and/or “Facilities” as the context may require, means the Landfill located in Roanoke County; and/or, as the context may require, Transfer Station; and/or, any other operation/structure owned and operated by, or on the behalf of, the Authority.

“Fiscal Year” means the period from July 1 of one year to June 30 of the next year.

“Hazardous Waste” means (i) “hazardous waste” as such term is defined in the DWM Regulations, (ii) “hazardous waste” as such term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq.* as amended from time to time; and (iii) solid waste that because of its quantity, concentration, or physical, chemical or infectious characteristics may pose or significantly contribute to a substantial present or potential hazard to human health, the Facility, or the environment when treated, stored, transported, or disposed of or otherwise managed.

“Host Community Fee” means the annual fee paid by the Authority to a Charter Member User or a User for hosting the Facilities as set forth in Section 7.1.

“Indenture” means any Indenture of Trust or other document, entered into by the Authority pursuant to which Bonds are issued.

“Landfill” means the regional landfill to be developed and operated by the Authority on one or more sites for the disposal and fill of Acceptable Waste in accordance with the special use permit provided pursuant to County item 62789-10 and Resolution 62789-12, each dated June 27, 1989.

“Leachate” means wastewater generated at and by Facilities.

“Maximum Annual Tonnage” means the maximum annual total tonnage of Acceptable Waste disposed of at the Landfill agreed by the Authority and Users to be 330,000 tons per year.

“New Member(s)” means all local government entities that are members of the Authority, other than the Charter Member Users, in accordance with Section 4.4.

“Operating Costs” means all actual costs of the Authority properly allocable to acquiring, constructing, equipping, maintaining and operating the Facility and set forth in the Annual Budget, including, but not limited to:

- (1) Salaries and fringe benefits of employees;
- (2) Utilities, fuel, equipment (including but not limited to trucks and heavy equipment) tools and supplies;
- (3) Engineering, testing, and consulting costs for design and operation, testing, monitoring, and closure;
- (4) All costs for compliance with all permit conditions and compliance with Applicable Law, including costs for treatment and disposal of leachate or materials inappropriately disposed or delivered to the Facility;
- (5) Debt Service Payments;

Note: Exhibit B Equipment List and Land Description is Separate Spreadsheet

- (6) Legal costs incurred in connection with the zoning, permitting, financing, operating and defending of The Facility and the Authority;
- (7) Insurance costs and the costs of bonds, letters of credit, escrows or other financial assurance or allowance for environmental monitoring and assurance, closure, post- closure or property value guarantees or for compliance with Applicable Law;
- (8) Reasonable host community allowances as identified and set forth in the special use permit for the Landfill Roanoke County item 62789-10, and Resolution 62789- 12, each dated June 27, 1989; and as set forth in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991 and/or as provided in this Agreement;
- (9) Capital Expenditures necessary for compliance with Applicable Law, Capital Expenditures necessary for normal maintenance and reasonable periodic expansion of the Facility and Capital Expenditures incurred in connection with Uncontrollable circumstances;
- (10) Purchase and maintenance costs of equipment and maintenance of the Facility;
- (11) All taxes, including but not limited to those on real property, equipment or income;
- (12) All accounting and bookkeeping fees and charges;
- (13) All costs associated with uncollectible accounts;
- (14) The Authority's costs for Transportation Services; and
- (15) All amounts required to be paid by the Authority to replenish deficits in the Debt Service Reserve Fund or the Rate Stabilization Fund, or any similar funds, created pursuant to the Indenture.

“Operating Revenues” means all income and revenues derived by the Authority from the ownership or operation of the Facilities, including the receipts of Tipping Fees from the Users, Private Haulers and Designated Haulers (but excluding any payments of any User's Pro Rata Share) and income from the investment of money held by or on behalf of the Authority.

“Private Hauler” means any person (other than a User or a Designated Hauler) who disposes of Acceptable Waste originating from User’s or Contract Municipal Customer’s jurisdiction at the Facilities, including individuals delivering household waste in privately owned vehicles.

“Pro Rata Share” means that share of the Annual Deficit which is in the same proportion that the estimated population of the respective User bears to the total estimated population of all jurisdictions then members of the Authority which are then subject to payment of a Pro Rata Share, both as most recently projected on an annual basis by the Center For Public Service at the University of Virginia.

“Transportation Services” means Authority-contracted transportation services provided by the Norfolk Southern Railway, and any other Authority-contracted service provider, for the transportation of Acceptable Waste and Leachate.

“Reciprocating Local Government Entity” means any local government entity entering into a reciprocal, contractual agreement with the Authority for purposes of managing or disposing of all or a portion of each entity’s Acceptable Waste, respectively.

“Recycled Waste” means material diverted from the waste stream for separate processing in accordance with the applicable requirements of state and federal law and implementing regulations.

“Roanoke Transfer Station” means the Transfer Station located in the City of Roanoke, sited pursuant to and subject to the terms and conditions of the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991.

“Tipping Fee” means the per-ton fee, or otherwise proportionate rate as published in the Authority’s posted rate schedule, payable to Authority for the disposal of Acceptable Waste.

“Ton” or “ton” means a unit of weight equal to 2000 pounds.

“Transfer Station” means any facility, fully permitted by the Commonwealth of Virginia and owned and operated by, or on the behalf of, the Authority, only for the transfer of Acceptable Waste by Transportation Services to the Landfill, or other temporary, emergency designated disposal facilities as provided in Sections 4.1.(a) and 4.4.1.

“Unacceptable Waste” means waste which the Facility is precluded by Applicable Law from accepting, including, without limitation, medical wastes, hazardous wastes, waste as proscribed by applicable federal, state or local law or regulations, or waste otherwise prohibited by the Authority.

“Uncontrollable Circumstance” means any event or condition, whether affecting the Facility, any User or the Authority, that interferes with the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the Facility or other performance required hereunder, if such event or condition is beyond the reasonable control, and not the result of willful action of the party relying thereon as justification for any nonperformance including but not limited to an act of God, storm, flood, landslide, earthquake, fire or other casualty, war, blockade, insurrection, riot, the order or judgment of any local, state, or federal court,

administrative agency or governmental officer or body, a strike, lockout or other similar labor action .

“User” or “Users” means the Charter Member Users, and New Members constituting the Authority under the terms of this Agreement, if applicable, as the context may require.

“User Default” means any of the events of default described in Section 6.3.

ARTICLE II

TERM OF AGREEMENT

Section 2.1. Term. This Agreement shall become effective upon its execution, subject to the terms and conditions contained herein, and shall be effective and the Authority shall have existence until January 1, 2066, unless further extended pursuant to the provisions of the Act, provided that the Authority and this Agreement shall in any event continue until adequate closure and post-closure obligations and responsibilities with respect to the Facilities have been met.

Users covenant and agree to undertake in good faith and in a timely manner all actions necessary for the establishment of the Authority and the establishment and operation of the Facility as set forth herein.

Section 2.2. Applicability; Amendments. The Authority and Users covenant and agree that except as stated herein the terms, conditions and requirements contained in this Agreement shall apply equally to each User and further covenant and agree that this Agreement and the Articles of Incorporation shall not be amended or changed in any way without the consent of Authority and the consent of the governing body of each User. The parties hereto further covenant and agree that, except in case of an Uncontrollable Circumstance, the Authority shall engage in the collection and disposal of garbage and refuse at and through the Facilities , and that the Authority shall be authorized to engage in or provide for commercial and/or residential garbage and refuse collection activities or services.

Authority shall also be authorized to engage in recycling activities with regard to Acceptable Waste for which Authority has accepted title in accordance with Section 4.5 of this Agreement, provided, however, that Authority shall not require any specific recycling methodology, goals, limits or standards for a User without such User's consent and provided further that Authority shall not in any manner subsidize any User's recycling program except for incentive programs to encourage recycling that benefits all Users proportionately on the basis of population.

ARTICLE III

FACILITY CONSTRUCTION AND OPERATION

Section 3.1. Facility Construction and Operation.

(a) Subject to the provisions of this Section, Authority agrees that it will construct and equip the Facilities. Authority further agrees to use its best efforts to obtain the necessary permits and approvals required under Applicable Law to construct and equip the Facilities as described.

(b) Authority shall construct and maintain at its expense any facilities, improvements, and buildings necessary for the operation of the Facilities and shall furnish all labor, tools, and equipment necessary to operate the Facilities, in accordance with Applicable Law.

Section 3.2. Use of Facilities. The Authority and the Users covenant and agree that, except as provided in section 4.4.1 Emergency Temporary Use of Authority's Facilities, below, the Facilities provided for herein may only be utilized by the Users, the Designated Haulers, and the Private Haulers, Contract Municipal Customers, and properly authorized persons and entities disposing of Acceptable Waste generated within their respective jurisdictions. The Authority and Users further covenant and agree that, except as provided in section 4.4.1 Emergency Temporary Use of Authority's Facilities, below, any Facility shall not be utilized by any other person or entity without the express prior consent of the Authority and the governing body of the User where the Facility is located.

Use and operation of the Landfill shall be subject to and in compliance with the terms and conditions in the special use permit provided pursuant to Roanoke County Item 62789-10, and Resolution 62789-12, each dated June 27, 1989. Use and operation of the Roanoke Transfer Station shall be subject to and in compliance with the terms and conditions in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991, all as amended from time to time.

ARTICLE IV

OBLIGATIONS RELATING TO DELIVERY AND ACCEPTANCE OF WASTE; OPERATING PROCEDURES

Section 4.1. Delivery and Acceptance.

(a) Throughout the term of this Agreement, Authority agrees to accept and dispose of Acceptable Waste delivered by or on behalf of the Users in accordance with the terms of this Agreement and agrees to do so at and through the Facilities unless an Uncontrollable Circumstance renders all or a portion of the Facilities inoperable. In such case the Authority may and is authorized to provide by separate agreement between the Authority and any local government owned and operated solid waste disposal or transfer facility located within sixty (60)

Note: Exhibit B Equipment List and Land Description is Separate Spreadsheet

miles of the Facilities, for the reciprocal, emergency, temporary disposal of all or part of the Authority's Acceptable Waste at said local government's solid waste disposal facility/facilities. The Authority further agrees to use its best efforts to operate the Facilities as economically as possible and to maintain a competitive Tipping Fee structure to encourage use of the Facilities by Private Haulers and Contract Municipal Customers.

(b) Each User shall have the right to deliver, or cause to be delivered, to the Facilities all Acceptable Waste generated within its political jurisdiction. Except in the case of an Uncontrollable Circumstance, each User, that is party hereto, further agrees to deliver, or cause to be delivered, to the Facilities, all Acceptable Waste, except Recycled Waste, which is generated or collected by the User, collected by a Designated Hauler, or collected by any other waste hauler who collects Acceptable Waste on behalf of the User, and each User agrees to do so to provide a constant revenue stream to the Authority in recognition of the fact that Private Haulers have no legal obligation to use the Facilities.

Section 4.2. Operating Rules. The Authority shall promulgate specific rules and procedures for the use and operation of the Facilities, which shall be deemed a part of this Agreement following notice to the Users of such rules. The rules and procedures may be modified by Authority from time to time upon notice to the Users from Authority. A copy of such operating rules shall be available at the Facilities upon request. The parties agree to be bound to such rules and procedures in all respects. The rules may include fines for attempts to dispose of Unacceptable Waste in the Facilities and procedures for banning Designated Haulers and any other persons who violate the rules. Authority and Users agree that such rules and procedures shall not be inconsistent with this Agreement. In the event of a conflict between such rules and procedures and this Agreement or the Articles of Incorporation, this Agreement or the Articles of Incorporation shall prevail.

Section 4.3. Voting Representation. Notwithstanding any contrary provision in the Articles of Incorporation, Bylaws, or this Agreement, Authority, the Charter Member Users, and Salem covenant and agree that the initial voting representation on the Authority shall consist of 5 representatives from the County, 2 representatives from the City of Roanoke, 1 representative from the Town, and 1 representative from the City of Salem and that neither of the following actions shall be taken or permitted to occur by the Authority without the express consent of Roanoke County and the City of Roanoke, as expressed by the affirmative vote of all Roanoke County and City of Roanoke representatives on the Authority:

- (1) Any change in the terms or conditions of design or operation of the Roanoke Transfer Station located in the city as set forth in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991, and the Part A and Part B applications for the Roanoke Transfer Station as approved by the Commonwealth of Virginia, or any expansion or modification of the Transfer Station; or,
- (2) Any change in the terms or conditions of design or operation of the Landfill located in the County of Roanoke as set forth in the special use permit approved

pursuant to Roanoke County item 62789-10, and Resolution 62789-12, each dated June 27, 1989, and the Part A and Part B applications for the Landfill as approved by the Commonwealth of Virginia, or any expansion or modification of the Landfill.

Section 4.4. New Members. Because the Landfill is a scarce and valuable resource and because all Users have a common interest in insuring that the Landfill is utilized only for the proper disposal of Acceptable Waste and because Authority and Users desire to make the best possible and most efficient use of the Landfill, Users and Authority covenant and agree as follows:

- (1) No person or entity shall be permitted to utilize the Facilities except pursuant to the general terms and conditions of this Agreement;
- (2) Except as provided in Section 4.4.1 Emergency Temporary Use of Authority's Facilities, below, only Users, Designated Haulers, and Private Haulers, disposing of Acceptable Waste generated within the Users' jurisdictions, and Contract Municipal Customers shall be permitted to utilize the Facilities;
- (3) Additional Users may join the Authority by a simple majority vote of the Authority and compliance with Applicable Law, provided that the following conditions have been met:
 - (a) The additional volume of Acceptable Waste that would be disposed of at the Landfill as a result of such proposed new User's joining is not projected to cause the total aggregate amount from all User jurisdictions and Contract Municipal Customers to exceed the Maximum Annual Tonnage.
 - (b) The proposed new User jurisdiction shall be responsible for all the costs and expenses of such waste stream as determined to be necessary by Authority.
 - (c) Each New Member joining the Authority will be entitled to one voting representative on the Authority and Roanoke County shall be entitled to one additional voting representative for each such New Member joining the Authority, as necessary, to maintain its majority.
 - (d) The proposed new User shall execute and deliver an agreement substantially similar to this Agreement as required by the Authority.
 - (e) As applicable to the City of Salem becoming a New Member and upon issuance by the State Corporation Commission of a Certificate of Joinder and/or Restatement:
 - (i.) Subject to the items in (ii) below, the Authority will pay the City of Salem the total sum of One Million, Seven Hundred and Eighty-One Thousand, Four Hundred and Seventy-Three and 22/100

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Dollars (\$1,781,473.22), which is the amount Salem has identified as necessary to retire any and all outstanding debt owed on the City of Salem's existing transfer station;

- (ii.) The City of Salem will convey good and marketable title of the City of Salem's existing transfer station and all related existing equipment, real property, and existing site work as is, as described in Exhibit "B" , such that said transfer station becomes a Facility, and such real property is not subject to any material environmental issues as determined by the Authority.

Section 4.4.1 Reciprocal Emergency Temporary Use of Authority's Facilities. The Authority hereby allows for the reciprocal, emergency, temporary use of the Transfer Station for the disposal at the Landfill of only Acceptable Waste which originates within the Reciprocating Local Government Entity's jurisdiction, subject to and upon the following terms and conditions:

(1) Authority and the Reciprocating Local Government Entity shall enter into an appropriate reciprocal agreement in form approved by the Authority for the temporary emergency use of each other's waste disposal facilities. Prior to any delivery of waste by the Reciprocating Local Government Entity at the Transfer Station, the Reciprocating Local Government Entity shall provide advance written notice to the Authority's Chief Executive Officer of (i) the nature of the emergency; (ii) the estimated duration of the emergency use; and, (iii) the estimated daily amount of municipal solid waste requested to be delivered for disposal.

(2) Such use shall be subject to prior written approval of the Authority's Chief Executive Officer and the Reciprocating Local Government Entity's compliance with all Applicable Laws, rules, regulations, and procedures, including, without limitation, the Authority's Operating Rules, regulations and procedures.

(3) The fees and charges applicable to such use shall be as established by the Authority from time to time.

(4) Under no circumstances shall the Authority accept or be deemed to have accepted for disposal or title to any Hazardous Waste or Unacceptable Waste.

(5) The Reciprocating Local Government Entity shall be responsible for and shall pay any and all claims, suits, damages, fines, penalties, loss, or liability, including any required cleanup or remediation, for damage to property, death or personal injury of any kind resulting from or arising out of: (i) the operation or presence on Authority premises by the Reciprocating Local Government Entity, its employees, agents, and contractors; (ii) the delivery to the Facilities or handling of Hazardous Waste or Unacceptable Waste; or, (iii) any violation of any law, rule, regulation, or procedure.

Section 4.5. Title to Acceptable Waste. Upon Authority's acceptance of any Acceptable Waste, Authority shall receive title to such Acceptable Waste. Authority may, at its sole election, take title to Acceptable Waste at an earlier time if it notifies the affected User of

the exercise of such election. Authority shall never be deemed to have title to Unacceptable Waste unless it specifically represents that it is aware the waste is Unacceptable Waste and it is specifically taking title to the same. Inoperability of Authority's scales shall not affect the transfer of title. In the event of any dispute regarding transfer of title, the affected User shall join with Authority in defense of such title.

Section 4.6. Disposal of Unacceptable Waste. Authority shall notify any person delivering waste found before discharge into any Facility to contain Unacceptable Waste that the waste cannot be disposed at the Facility. If Unacceptable Waste is disposed of by or on behalf of any User, and time and operations permit, Authority shall notify such User and such User shall promptly cause the Unacceptable Waste to be removed from the Facility and disposed of in accordance with Applicable Laws. In the event time and operations do not permit such notice or such User does not promptly remove the Unacceptable Waste, Authority may, at its option, cause the same to be removed, and disposed of in accordance with Applicable Law and such User shall be liable for the costs thereof. The affected User shall reimburse Authority for the actual costs, expenses, fines, penalties and liability resulting from the deposit of such Unacceptable Waste identified to have been disposed of by such User in the Facility, and, upon submission of satisfactory evidence of such costs, shall pay all such costs within 45 days of an invoice therefor; provided that the Authority shall not pay or agree to pay any fine or penalty, or acknowledge any liability unless the affected User is given an opportunity to participate and defend any such action seeking to impose a fine, penalty, or liability.

Section 4.7. Household Hazardous Waste Collection Facility. Notwithstanding any other provision of this Agreement, the Authority shall be authorized to operate a household hazardous waste collection facility and operation at Transfer Station site(s) for the on-going collection, storage, and off-site disposal of household hazardous waste originating from the residential households located within the Users' jurisdictions, or Contract Municipal Customer's jurisdiction if Authorized by the Authority. Such household hazardous waste facility and all related activities, including, without limitation, the collection, storage, and transportation and off-site disposal of household hazardous waste, shall be in compliance with all applicable local, state and federal rules, laws, and regulations.

ARTICLE V

TIPPING FEES; OTHER CHARGES

Section 5.1. Tipping Fees. Authority shall charge Tipping Fees for Acceptable Waste delivered to the Facilities and accepted by Authority for disposal. The Tipping Fees shall be established and adjusted from time to time in accordance with the requirements of the Act and any Indenture. Subject to the terms and conditions of this Agreement, Authority and Users recognize and agree that there may be numerous separate classes of users of the Facilities including (1)Users, (2)Contract Municipal Customers, (3) Designated Haulers, and (4) various categories of Private Haulers with different Tipping Fees for each class. Because the Landfill is a scarce and valuable resource, and Users and Authority intend to preserve its use to the maximum degree possible, Authority may establish different Tipping Fees for entities other than the Users

who use the Facilities. Users shall be liable for any Tipping Fees payable by their respective Designated Haulers.

Section 5.2. Payments; Liability of Users.

(a) All amounts payable hereunder shall be invoiced on a monthly basis unless otherwise indicated. Amounts invoiced shall be due 20 days after the date of receipt of the invoice. Each invoice shall list all deliveries made during the applicable period and all information on the related weight records.

(b) Authority may maintain separate records for the amounts payable by each person and entity under this Agreement.

Section 5.3. Payment for Out-of-Hours Deliveries. Authority may charge such amounts as it deems appropriate for deliveries at times other than the Facility's normal hours of operation.

Section 5.4. Late Payment. Any amount payable under this Agreement by Users, Designated Haulers, Private Haulers, or Commercial Contract Customers that is not paid when due in accordance with this Agreement shall bear interest compounded monthly at the lesser of - (i) 21% or (ii) the highest rate allowed by law.

Section 5.5. Tipping Fee Adjustment. Until the resolution of any disagreement about any Tipping Fee adjustment, Users shall pay the Authority's proposed adjustment. Authority shall, immediately after the resolution, reimburse User and Designated Haulers for the aggregate amount of any overpayment, if any, occurring as a result of the subject matter of the disagreement.

Section 5.6. Relative Charges. The Authority and Users covenant and agree that Users shall be charged the same Tipping Fees for use of the Facilities. Subject to the foregoing, Users shall pay to Authority the Tipping Fees set forth in the fee schedule adopted by Authority in accordance with the Act and this Agreement. The Authority may establish fees for special wastes as defined by the rules and procedures promulgated by the Authority pursuant to section 4.2, tires for Private Haulers, and for individuals delivering household waste in privately owned automobiles and pick-up trucks as it deems appropriate.

Section 5.7. Obligation to Pay Pro Rata Share.

(a) Subject to the terms and conditions of this Agreement, each User shall pay to the Authority or such other person as the Authority may designate its Pro Rata Share of any Annual Deficit not less than thirty (30) days after receipt of written request therefor from the Authority. The Authority shall compute each year's Pro Rata Share in accordance with this Section and send notice to each User of its Pro Rata Share within thirty days after the close of each Fiscal Year. Each Pro Rata Share shall be the proportionate obligation of each User to pay the Annual Deficit computed on a pro rata basis based on the percentage the User's population', as of the close of the preceding Fiscal Year as projected by the Center for Public Service at the University of Virginia, bears to the total population of all Users which are then

subject to payment of a Pro Rata Share. The initial Pro Rata Share of each User shall be based on the following percentages:

Roanoke County	41.70%
City of Roanoke	43.50%
Town of Vinton	3.59%
City of Salem	11.21%

(b) The obligation of each User to make payments of its Pro Rata Share under this Section shall be subject to and contingent upon the provisions of Section 5.9 and appropriations being made for such purpose by the governing body of the User. Nothing in this Section or this Agreement shall constitute a pledge of the full faith and credit of any User under any provisions of its charter or the Constitution of Virginia or a bond or debt of any User within the meaning of any provision of the Constitution of Virginia or such User's charter. Subject to the provisions of this Agreement, the obligations of each User to make payments under this Section and to observe and perform all other covenants and agreements under this Agreement are unconditional, irrespective of any rights of set-off, recoupment, or counterclaim that any User may have, jointly or individually, against the Authority.

(c) At the option of any User, such User may terminate its obligation to make payments of its Pro Rata Share, but only if the annual reports required by Section 5.8 shall show that:

- (i) no Annual Deficit has occurred for the five preceding Fiscal Years; and
- (ii) Operating Revenues have been equal to at least 110% of Operating Costs for the two preceding Fiscal Years.

Section 5.8. Books and Records. The Authority shall maintain all books, records and accounts necessary to record all matters affecting the Tipping Fees or other amounts payable by or to Users and the Authority under this Agreement. All such books, records and accounts shall be maintained in accordance with generally accepted accounting principles, shall accurately, fairly and in reasonable detail reflect all Authority's dealings and transactions under this Agreement and shall be sufficient to enable those dealings and transactions to be audited in accordance with generally accepted accounting principles. Within one hundred twenty (120) days after the close of each Fiscal Year, the Authority shall deliver to each User an annual report accompanied by a certificate of an independent certified public accountant, including, among other things, a statement of the financial position of the Authority at the end of such Fiscal Year, a statement of Operating Revenues and Operating Costs under this Agreement, and the amount, if any, of the Annual Deficit. All such books, records and accounts shall be available for inspection and photocopying by any User on reasonable notice so that it can verify Tipping Fees

or other amounts payable under this Agreement. All such books, records and accounts shall be kept by the Authority for at least six years (or any longer period required by Applicable Law).

Section 5.9. Annual Budget. The Authority shall provide to the Users for approval, on or before each April 1, its Annual Budget for the upcoming year. The Authority shall also provide to the Users for approval in advance any amendment of any kind to the Annual Budget. The Annual Budget shall set forth (i) the budgeted Operating Costs for such Fiscal Year, itemizing each category of expenditure, including the amount of Debt Service Payments coming due in the next Fiscal Year, if applicable; and, (ii) the budgeted Operating Revenues for such Fiscal Year; and (iii) the budgeted Tipping Fees necessary to balance the Annual Budget. The Authority shall also provide Operating Costs and Operating Revenues for the then current Fiscal Year. The Annual Budget for an upcoming Fiscal Year and any amendments thereto shall not be effective and no expenditures shall be made by Authority under the proposed Annual Budget unless and until such Annual Budget and any amendments have been approved by the governing bodies of Users, such approval not to be unreasonably withheld. The Authority shall continue operating within the expenditure levels approved under the Annual Budget for the immediately preceding Fiscal Year, excluding any Capital Expenditures, until such time as a new Annual Budget is approved.

ARTICLE VI

DEFAULT AND TERMINATION

Section 6.1. Remedies for Default.

(a) In the event of the breach by any party of an obligation under this Agreement, the right to recover damages or to be reimbursed will ordinarily constitute an adequate remedy. The parties hereto agree that as long as any Bonds remain unpaid or their payment has not been provided for in accordance with the Indenture, no party may terminate its obligations under this Agreement.

(b) The Authority may refuse to accept any Acceptable Waste that is collected by a User if such User fails to pay any amount due hereunder until the amount and any late payment interest on it have been paid if the Authority has mailed a written notice of the failure to pay the amount due under this Agreement to such User at the address to which invoices are sent by certified mail accompanied by a copy of the invoice for the unpaid amount.

(c) The parties hereto acknowledge that, in the event of any Event of Default the non-defaulting party shall be entitled to recover, to the extent proven, all of their respective damages, including incidental and consequential damages, caused by such Event of Default. The parties hereto agree that damages for any such Event of Default may include, without limitation: (i) amounts payable under this Agreement (including, without limitation, Tipping Fees); (ii) lost revenues and damages under any contract unable to be performed or realized, in whole or in part, by reason of such Event of Default; (iii) accelerated amounts if required under any contract or agreement as a result of an Event of Default specified in Section 6.3(a); (iv) interest from the date of payment on any amounts borrowed or required to be advanced in

connection with such Event of Default, including interest on amounts paid to mitigate damages or prevent a default from arising under any agreement relating to the Facilities or its operations; (v) increased Operating Costs, and (vi) reimbursement for all reasonable expenses and costs, including the fees and expenses of its counsel, incurred in connection with any proceeding brought to recover such damages or to enforce the provisions of this Agreement. To the extent permitted by Applicable Law, the parties hereto hereby waive the right to trial by jury in any action or proceeding brought to enforce, construe or recover damages for any breach of this Agreement.

Section 6.2. Events of Default by Authority. The following shall constitute an Event of Default by the Authority (“Authority Default”):

The Authority's persistent or repeated failure or refusal substantially to fulfill any of its material obligations to any User in accordance with this Agreement unless such failure or refusal shall be excused or justified by an Uncontrollable Circumstance or a default by a User hereunder; provided, however, that no such failure or refusal shall constitute an Authority Default unless and until:

- (i) Such User has given written notice to Authority stating that in its opinion a particular default or defaults (described in reasonable detail in such notice) exist that will, unless corrected, constitute a material breach of this Agreement by the Authority and that will in its opinion give User a right to reimbursement or to recover damages under this Agreement, or after all Bonds have been paid or their payment provided for, a right to terminate its obligations hereunder, unless such default is corrected within a reasonable period of time, and
- (ii) Authority has neither corrected such default nor initiated reasonable steps to correct it within a reasonable period of time (which shall in any event be not less than thirty days from the date of receipt of the notice given pursuant to clause (i) of this Section); provided that if the Authority has commenced to take reasonable steps to correct such default within such reasonable period of time, it shall not constitute an Authority Event of Default for as long as the Authority is continuing to take reasonable steps to correct it; or

Section 6.3. Events of Default by Users. Each of the following shall constitute an Event of Default by a User (“User Default”):

(a) The failure by a User to pay any amount under this Agreement within 60 days after receipt of written invoice therefor; or,

(b) The failure or refusal by a User to fulfill any of its obligations to Authority in accordance with this Agreement unless such failure or refusal is excused or justified by an Uncontrollable Circumstance; provided that no such failure or refusal shall constitute an Event of Default unless and until

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(i) Authority has given prior written notice to such User stating that in its opinion a particular default or defaults (described in reasonable detail in such notice) exist which will, unless corrected, constitute a material breach of this Agreement on the part of the User and which will in its opinion give Authority a right to reimbursement, recover damages or refuse service under this Agreement for cause under this Section unless such default is corrected within a reasonable period of time, and

(ii) Such User has neither corrected such default nor initiated reasonable steps to correct it within a reasonable period of time (which in any event shall not be less than five days from the date of the notice given pursuant to clause (i) of this Section); provided that if User has commenced to take reasonable steps to correct such default within such reasonable period of time, it shall not constitute an Event of Default for as long as User is continuing to take reasonable steps to correct it, unless such default creates an emergency situation which may endanger public health or safety, threaten the environment or endanger the continued operation of any Facility, in which case an Event of Default shall be deemed to have occurred if such default is not corrected within ten days or less.

Section 6.4. Termination on Default. After all Bonds have been paid or their payment provided for and they are no longer considered outstanding under any applicable Indenture, any User, after giving written notice to all parties, may terminate this Agreement with respect to itself upon the occurrence of an Authority Default to the extent permitted by Applicable Law. The termination of this Agreement by any User shall not terminate this Agreement as to any other User. The proper exercise of the right of termination shall be in addition to and not in substitution for, such other remedies, whether damages or otherwise, of the party exercising the right of termination.

Subject to the terms and conditions of this Agreement, if any User fails to pay its Tipping Fees or its Pro Rata Share after appropriations therefore have been made, such User shall remain liable for such amounts and shall continue to be bound by this Agreement.

Section 6.5. Survival of Certain Rights and Obligations. This Agreement shall remain in full force and effect as long as any Bonds remain unpaid or their payment has not been provided for under any applicable Indenture. Thereafter, this Agreement may be terminated, but no termination of this Agreement shall limit or otherwise affect the rights and obligations of any party that have accrued before the date of such termination. Additionally, all obligations of Users with regard to any Unacceptable Wastes shall survive the termination of this Agreement.

Section 6.6. Resolution of Disputes. The parties agree that should any question arise between the Authority and a User who is a signatory to this Agreement relative to either engineering or accounting, it shall be resolved as follows:

(a) If as to engineering, then by a majority of a committee of three composed of an engineer appointed by the Authority, an engineer appointed by the User affected, and an independent engineer, to be chosen by the foregoing two; provided, however, should the first two appointees not be able to select the third appointee within thirty (30) days following the date of

appointment of the last of the first two appointees, then and in that event, application for appointment of the third arbitrator shall be made to the Circuit Court judges of the 23rd Judicial Circuit of the Commonwealth of Virginia which shall appoint the third arbitrator.

(b) If as to accounting, then by a majority of a committee of three composed of the Chief Financial Officer of the affected User, the Authority's chief financial officer, and an independent certified public accountant, to be chosen by the foregoing two; provided, however should the first two appointees not be able to select the third appointee within thirty (30) days following the date of appointment of the last of the first two appointees, then application for appointment of the third arbitrator shall be made to the Circuit Court judges of the 23rd Judicial Circuit of the Commonwealth of Virginia which shall appoint the third arbitrator.

(c) In either case, the charge of the independent individual shall be borne equally by the affected User and the Authority.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Host Community Fees. The Authority covenants and agrees to pay to each User hosting the Landfill, the amount of \$350,000 annually, for as long as the Landfill remains operational, and to each User hosting a Transfer Station, the amount of \$150,000 annually, for as long as such Transfer Station remains operational. Any Charter Member User not hosting a Facility shall be paid a Host Community Fee annually in the amount of \$5,000, for as long as they are a User, for their continued long-term support of the Facilities. Host Community Fees will be paid within 30 days after the close of each Fiscal Year in consideration of the location of the Facility in their respective jurisdiction or as otherwise provided herein.

Section 7.2. Extent of Agreement; Modification. This Agreement represents the entire and integrated agreement between the Users and Authority and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written agreement signed by Users, and Authority. Authority and Users expressly covenant and agree that this Agreement shall not be changed or amended in any manner and the Authority shall not be dissolved or any User permitted to withdraw, except as provided in Section 6.4, without the written consent of the governing bodies of the Users.

Section 7.3. Assignment. No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or part by any User without Authority's express written consent. Users shall not resell to any entity the right to dispose of Acceptable Waste at the Facilities, either directly through a User or indirectly through a Designated Hauler, for an amount greater than is paid by such User to Authority for such disposal by User (whether such charge is direct or additive), without the express written consent of Authority, which consent may be withheld by Authority at its sole discretion.

Section 7.4. Partnership. Nothing herein shall be construed to constitute a joint venture between Authority and any User or the formation of a partnership.

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Section 7.5. Authority as Successor to Roanoke County Resource Authority. The parties hereto agree and covenant that the Authority is the successor to the Roanoke County Resource Authority.

Section 7.6. Severability of Invalid Provisions. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 7.7. Notices. All notices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when mailed by first-class mail, postage prepaid, to the addresses set forth below:

If to the Authority: 1020 Hollins Rd., N.E.
Roanoke, Virginia 24012
Attention: Chair, RVRA Board of Directors

If to the City of Roanoke: 215 Church Avenue, S.W., Room 364
Municipal Building
Roanoke, Virginia 24011
Attention: City Manager

If to the County of Roanoke: P.O. Box 29800
Roanoke, Virginia 24018-0798
Attention: County Administrator

If to the Town of Vinton: P.O. Box 338
Vinton, Virginia 24179
Attention: Town Manager

If to the City of Salem: 114 North Broad St.
P.O. Box 869
Salem, Virginia 24153
Attention: City Manager

The parties may by notice given under this Section, designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient .

Section 7.8. Litigation. The Authority is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to

perform under this Agreement. Each User represents as to itself that it is not a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

Section 7.9. Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 7.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be an original, and the counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as of the date above written.

AUTHORITY:

ROANOKE VALLEY RESOURCE AUTHORITY

ATTEST:

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

Roanoke Valley Resource Authority Attorney

USERS:

COUNTY OF ROANOKE, VIRGINIA

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

Roanoke County Attorney

050916

Note: Exhibit B Equipment List and Land Description is Separate Spreadsheet

CITY OF ROANOKE, VIRGINIA

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

Roanoke City Attorney

TOWN OF VINTON, VIRGINIA

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

Vinton Town Attorney

CITY OF SALEM, VIRGINIA

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

Salem City Attorney

Exhibit "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE ROANOKE VALLEY RESOURCE AUTHORITY

The Board of Supervisors of Roanoke County, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, and the City Council of the City of Salem have by concurrent resolution adopted the following Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority pursuant to the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.2, sections 15.2-5100, et seq. of the Code of Virginia (1950), as amended, ("Act"):

(1) The name of the Authority shall be the Roanoke Valley Resource Authority and the address of its principal office is 1020 Hollins Road, N.E., Roanoke, Virginia 24012.

(2) The names of the participating political subdivisions are the County of Roanoke, Virginia; the City of Roanoke, Virginia; the Town of Vinton, Virginia; and the City of Salem, Virginia. The County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem, as the incorporating political subdivisions, hereby acknowledge, covenant, and agree that these Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the incorporating political subdivisions.

Neither of the following actions shall be taken or permitted to occur by the Authority without the consent of the City of Roanoke and the County of Roanoke as expressed by the affirmative vote of all City and County representatives on the Authority:

(a) Any change in the terms and conditions of design or operation of the Transfer Station located in the City of Roanoke as set forth in the Solid Waste Transfer

Note: Exhibit B Equipment List and Land Description is Separate Spreadsheet

Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the Roanoke City Planning Commission on June 5, 1991, and the Part A and Part B applications for the Transfer Station as approved by the Commonwealth of Virginia, or use by any persons or entities other than City of Roanoke, County of Roanoke, Town of Vinton, the City of Salem or any other local government entity, located wholly or partially within a sixty (60) mile radius of the Authority's property and under contractual obligation with the Authority to bring acceptable waste generated within said local government entity's jurisdiction to an Authority facility;

(b) Any change in the terms and conditions of the design or operation of the Landfill located in Roanoke County as set forth in the special use permit and the Landfill Permit Conditions and Operating Policies, Action 62789-10 and Resolution 62789-12, each dated June 27, 1989, and the Part A and Part B applications for the Landfill as approved by the Commonwealth of Virginia.

(c) Since the Landfill and Transfer Station are scarce and valuable resources, and because the participating political subdivisions have a common interest in insuring that the Landfill is used in the best possible and most efficient manner, the participating political subdivisions agree that Authority membership and operation and use of the Transfer Station and Landfill shall be governed by the terms and conditions of the Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement ("Use Agreement"), dated as of July 1, 2016, and as such Use Agreement may be further amended from time to time.

(3) The names, addresses, and initial terms of office of the members of the Board of the Roanoke Valley Resource Authority (“Authority”) are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
1. Anne-Marie Green	Roanoke County 1216 Kessler Mill Road Salem, Virginia (Roanoke County)	12/31/2019
2. Rebecca Owens	Roanoke County P.O. Box 29800 Roanoke, Virginia 24018 (Roanoke County)	12/31/2018
3. Keith Garman	8538 Bradshaw Road Salem, Virginia (Roanoke County)	12/31/2017
4. Dennis Nalley	8301 Berrybrook Drive Salem, Virginia 24153 (Roanoke County)	12/31/2017
5. Thomas C. Gates	5204 Bernard Drive Roanoke, Virginia 24018 (Roanoke County)	12/31/2019
6. Michael Shockley	City of Roanoke 215 Church Avenue, SW Room 354 Roanoke, Virginia 24011 (Roanoke City)	12/31/2018
7. Robert “Bobby” Edwards	3045 Poplar Lane Roanoke, Virginia 24014 (Roanoke City)	12/31/2019
8. Joey Hiner	Town of Vinton 311 S. Pollard Street Vinton, Virginia 24179 (Town of Vinton)	12/31/2019
9. Norman Michael Tyler*	114 N. Broad Street Salem, Virginia 24153 (City of Salem)	12/31/2019

*The appointments for the 5th member position by Roanoke County and of Mr. Taylor by the City of Salem have not been determined as of the date of the advertisement of the public hearing on this resolution and these Articles will be conformed to the appointments made prior to the filing of these Articles with the State Corporation Commission in June 2016. All terms will end on December 31 in the last year of the appointed terms. This note will be removed from these Articles when they are filed with the State Corporation Commission.

The terms of office of each of the members shall become effective on the date of issuance of a certificate of joinder for the Authority by the State Corporation Commission in accordance with Section 15.2-5112 of the Act and shall expire on the date indicated above. Upon expiration of the foregoing terms, the governing body of each participating political subdivision shall appoint the number of members, who may be members of the governing body, set forth opposite its name below:

County of Roanoke –	five
City of Roanoke –	two
Town of Vinton –	one
City of Salem –	one

It being the intention of these Articles that the governing body of the County of Roanoke shall always appoint a majority of the members, whenever an additional political subdivision shall join the Authority, the governing body of the County of Roanoke shall be entitled to appoint one or more additional members in order to maintain such majority. After expiration of the terms set forth above, each member shall be appointed for a four-year term or until his successor is appointed and qualified. Any additional members appointed by the County of

Roanoke to maintain its majority shall also be appointed for four-year terms. The governing body of each political subdivision shall be empowered to remove at any time, without cause, any member appointed by it and appoint a successor member to fill the unexpired portion of the removed member's term. Each member may be reimbursed by the Authority for the amount of actual expenses incurred by him or her in the performance of his or her duties.

(4) The purpose for which the Authority is to be formed is to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage, and maintain a garbage and refuse collection and disposal system and related facilities pursuant to the Act. For purposes of these Articles, and any contracts or documents entered into on behalf of the Authority, "garbage and refuse collection and disposal system and related facilities" shall mean the collection and disposal of garbage and refuse at and through one or more transfer facilities owned and operated by the Authority and the associated landfill or disposal operations and including the authority to engage in or provide for residential and/or commercial garbage and refuse collection services. The Authority shall contract with the County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem to furnish garbage and refuse collection and disposal services upon identical terms and conditions including the same schedule of service rates, fees, and charges of all types which shall be uniformly applicable to all such political subdivisions. Subject to the terms of the Use Agreement, the Authority may contract with other political subdivisions to furnish garbage and trash disposal services upon such terms as the Authority shall determine. The Authority may contract to make host locality payments to Roanoke County, the City of Roanoke, the City of Salem, and the Town of Vinton to compensate such localities in consideration of location of facilities within their communities and/or for their support of the Authority. It is not practicable to set forth herein information regarding

Note: Exhibit B Equipment List and Land Description is Separate Spreadsheet

preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for proposed projects.

(5) The Authority shall serve the County of Roanoke, the City of Roanoke, the Town of Vinton, the City of Salem, and to the extent permitted by the Act and by the terms of these Articles and the Use Agreement, such other public or private entities as the Authority may determine upon the terms and conditions established pursuant to such contracts.

(6) The Authority shall cause an annual audit of its books and records to be made by the State Auditor of Public Accounts or by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the participating political subdivisions.

IN WITNESS WHEREOF the Board of Supervisors of Roanoke County, Virginia, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, Virginia, the City Council of the City of Salem, Virginia, and the Board of Directors of the Roanoke Valley Resource Authority have caused these Amended and Restated Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and/or clerks of each.

ROANOKE VALLEY RESOURCE
AUTHORITY

CITY OF ROANOKE, VIRGINIA

By: _____

By: _____

Name: Anne Marie Green

Name: David A. Bowers

Chair

Mayor

Attest: _____(SEAL)

Peggy Bishop , Secretary

ROANOKE COUNTY, VIRGINIA

Attest: _____(SEAL)

Stephanie M. Moon Reynolds, City Clerk

CITY OF SALEM, VIRGINIA

By: _____

Name: P. Jason Peters

Chairman, Board of Supervisors

By: _____

Name: Byron R. Foley

Mayor

Attest: _____(SEAL)

Deborah C. Jacks, Chief Deputy Clerk

Attest: _____(SEAL)

James E. Taliferro, Clerk of Council

TOWN OF VINTON, VIRGINIA

By: _____

Name: Bradley E. Grose, Mayor

Attest: _____(SEAL)

Susan N. Johnson, Town Clerk

[End of Form of Articles]

050916

Note: Exhibit B Equipment List and Land Description is Separate Spreadsheet

Exhibit "B"

[insert spreadsheet Exhibit "B"]

Exhibit "B"

Asset #	Item	Serial #	Capitalization Date
Stationary Equipment			
2973	Compactor No. 1	153060	1/31/2007
2982	Compactor No. 2	153061	1/31/2007
2975	40' 60-Ton Flat Top Truck Scale	836040HD1	1/31/2007
2976	60' 100-ton Flat Top Truck Scale	8410060HD	1/31/2007
2974	Compuweigh Sys. Software	NA	1/31/2007
2963	Gateway E-9515R Server	36751391	7/6/2006
2915	Corrugated Cardboard Baler	SE-504842-830	3/23/2006
Subtotal			
Rolling Equipment			
08-07005	1989 John Deere 544 Wheel Loader	DW544ED525242	7/29/2008
2966	1989 John Deere 544 Wheel Loader	DW544EB517602	7/17/2006
2878	2006 Ottawa 30 Commando Switch Truck	314679	9/8/2006
2419	1999 Chev. K1500 Pickup Truck	1GCEK14V9XZ112863	12/3/1998
2140	2003 863G Bobcat Skid Steer Loader	514451115	1/1/1999
2703	1991 Mazda B26001 Pickup Truck	JM2UF4143M0115203	8/29/1994
2964	2007 Bobcat S220K Skid Steer Loader w/60" Bucket	530712472	9/11/2006
2965	2007 Bobcat S220K Skid Steer Loader w/72" Sweeper	530712488	9/11/2006
15-10001	1993 Ottawa YT30 Shuttle Truck	4484800968767	10/15/2015
Subtotal			
39-L001	Land - approx. 5 acres Note: Salem to retain out-parcel across the street; the total acreage subject to final survey		6/30/1977
Buildings and Site Work			
39-B002	Windows & Doors		1/31/2007
39-B003	Fence		1/31/2007
39-B004	Parking Lots & Paving		1/31/2007
39-B005	Plumbing		1/31/2007
39-B006	Roofing		1/31/2007
39-B007	Buildings		1/31/2007
39-B008	Sprinkler System		1/31/2007
39-I001	Water System		1/31/2007
39-I002	Sanitary Sewer System		1/31/2007
39-I003	Storm Drain		1/31/2007
39-I004	Sidewalks		1/31/2007
39-I005	Retaining Wall		1/31/2007
39-I006	Landscaping		1/31/2007

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, JUNE 21, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

A RESOLUTION approving the reorganization and expansion of the Roanoke Valley Resource Authority (“Authority”) by providing that the City of Salem, Virginia, join the Authority, approving and authorizing the execution of Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority to accomplish such joinder; and authorizing the appropriate public officials to take any actions and execute any documents necessary to accomplish such matters, all in accordance with the provisions of the Code of Virginia (1950), as amended.

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Council of the Town of Vinton, Virginia, and the Council of the City of Salem, Virginia, have determined that it is in their best interests to authorize the City of Salem to become a member of the existing Roanoke Valley Resource Authority, pursuant to the provisions of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, sections 15.2-5100, et seq. of the Code of Virginia (1950), as amended, (“Act”);

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Council of the Town of Vinton, Virginia, and the Council of the City of Salem, Virginia do by concurrent resolutions provide for the joinder of the City of Salem to the Roanoke Valley Resource Authority pursuant to Section 15.2-5112 of the Act;

WHEREAS, after proper advertisement, public hearings have been held in accordance with the requirements of the Act; and

WHEREAS, the Roanoke Valley Resource Authority has, by resolution, expressed its consent to the joining of the City of Salem to become a member of the existing Roanoke Valley Resource Authority;

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

1. Council hereby determines that it is in the best interest of the citizens of the Town of Vinton, Virginia, that the City of Salem, Virginia, join and become a member of the Roanoke Valley Resource Authority and hereby approves the terms of the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority as contained in Section 6 of this resolution.

2. Council hereby authorizes the Mayor and the Town Clerk to execute and attest or witness, respectively, such Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority in a form substantially similar to those set forth in Section 6 below, with such minor revisions and adjustments as the Mayor or the Town Manager shall approve.

3. Council hereby agrees that the Authority shall be reorganized and expanded in accordance with the terms of the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority mentioned above upon the issuance of a Certificate of Joinder and/or Restatement issued by the Virginia State Corporation Commission.

4. Council does hereby find as a matter of fact that inclusion in the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority of preliminary estimates of capital costs, proposals for any specific projects to be undertaken by the Authority, and preliminary estimates of initial rates for services of such projects as certified by responsible engineers is impractical.

5. As provided for in the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority, Council hereby appoints the following person to be the Town of Vinton representative and that such person's initial term will start on the date of issuance by the Virginia State Corporation Commission of a Certificate of Joinder and/or Restatement and expire on the date indicated next to their name.

Town of Vinton Appointee

<u>NAME</u>	<u>ADDRESS</u>	<u>EXPIRATION OF INITIAL TERM</u>
Joey Hiner	Town of Vinton 311 S. Pollard St. Vinton, Virginia 24179	December 31, 2019

Upon expiration of the initial term of office, and any future term of office, the Council shall appoint a person (who can be the same person whose term expired) to be a member of the Board of the Authority for four (4) years from the date of the initial expiring term and any future expiring term of office. The total number of members that the Town of Vinton, Virginia, will have on the Board of the Authority will be one (1) member.

6. The Amended and Restated Articles of Incorporation of the Roanoke Valley Authority are set forth below. They shall be deemed amended, restated, and effective upon the date of issuance of a Certificate of Joinder and/or Restatement by the Virginia State Corporation Commission as provided for in Virginia Code Section 15.2-5112.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE
ROANOKE VALLEY RESOURCE AUTHORITY

The Board of Supervisors of Roanoke County, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, and the City Council of the City of Salem have by

concurrent resolution adopted the following Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority pursuant to the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.2, sections 15.2-5100, et seq. of the Code of Virginia (1950), as amended, (“Act”):

(1) The name of the Authority shall be the Roanoke Valley Resource Authority and the address of its principal office is 1020 Hollins Road, N.E., Roanoke, Virginia 24012.

(2) The names of the participating political subdivisions are the County of Roanoke, Virginia; the City of Roanoke, Virginia; the Town of Vinton, Virginia; and the City of Salem, Virginia. The County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem, as the incorporating political subdivisions, hereby acknowledge, covenant, and agree that these Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the incorporating political subdivisions.

Neither of the following actions shall be taken or permitted to occur by the Authority without the consent of the City of Roanoke and the County of Roanoke as expressed by the affirmative vote of all City and County representatives on the Authority:

(a) Any change in the terms and conditions of design or operation of the Transfer Station located in the City of Roanoke as set forth in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the Roanoke City Planning Commission on June 5, 1991, and the Part A and Part B applications for the Transfer Station as approved by the Commonwealth of Virginia, or use by any persons or entities other than City of Roanoke, County of Roanoke, Town of Vinton, the City of Salem or

any other local government entity, located wholly or partially within a sixty (60) mile radius of the Authority’s property and under contractual obligation with the Authority to bring acceptable waste generated within said local government entity’s jurisdiction to an Authority facility;

(b) Any change in the terms and conditions of the design or operation of the Landfill located in Roanoke County as set forth in the special use permit and the Landfill Permit Conditions and Operating Policies, Action 62789-10 and Resolution 62789-12, each dated June 27, 1989, and the Part A and Part B applications for the Landfill as approved by the Commonwealth of Virginia.

(c) Since the Landfill and Transfer Station are scarce and valuable resources, and because the participating political subdivisions have a common interest in insuring that the Landfill is used in the best possible and most efficient manner, the participating political subdivisions agree that Authority membership and operation and use of the Transfer Station and Landfill shall be governed by the terms and conditions of the Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement (“Use Agreement”), dated as of July 1, 2016, and as such Use Agreement may be further amended from time to time.

(3) The names, addresses, and initial terms of office of the members of the Board of the Roanoke Valley Resource Authority (“Authority”) are as follows:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
1. Anne-Marie Green	Roanoke County 1216 Kessler Mill Road Salem, Virginia (Roanoke County)	12/31/2019

2. Rebecca Owens	Roanoke County P.O. Box 29800 Roanoke, Virginia 24018 (Roanoke County)	12/31/2018
3. Keith Garman	8538 Bradshaw Road Salem, Virginia (Roanoke County)	12/31/2017
4. Dennis Nalley	8301 Berrybrook Drive Salem, Virginia 24153 (Roanoke County)	12/31/2017
5. Thomas C. Gates	5204 Bernard Drive Roanoke, Virginia 24018 (Roanoke County)	12/31/2019
6. Michael Shockley	City of Roanoke 215 Church Avenue, SW Room 354 Roanoke, Virginia 24011 (Roanoke City)	12/31/2018
7. Robert “Bobby” Edwards	3045 Poplar Lane Roanoke, Virginia 24014 (Roanoke City)	12/31/2019
8. Joey Hiner	Town of Vinton 311 S. Pollard Street Vinton, Virginia 24179 (Town of Vinton)	12/31/2019
9. Norman Michael Tyler	114 N. Broad Street Salem, Virginia 24153 (City of Salem)	12/31/2019

The terms of office of each of the members shall become effective on the date of issuance of a certificate of joinder for the Authority by the State Corporation Commission in accordance with Section 15.2-5112 of the Act and shall expire on the date indicated above. Upon expiration of the foregoing terms, the governing body of each participating political subdivision shall

appoint the number of members, who may be members of the governing body, set forth opposite its name below:

County of Roanoke –	five
City of Roanoke –	two
Town of Vinton –	one
City of Salem –	one

It being the intention of these Articles that the governing body of the County of Roanoke shall always appoint a majority of the members, whenever an additional political subdivision shall join the Authority, the governing body of the County of Roanoke shall be entitled to appoint one or more additional members in order to maintain such majority. After expiration of the terms set forth above, each member shall be appointed for a four-year term or until his successor is appointed and qualified. Any additional members appointed by the County of Roanoke to maintain its majority shall also be appointed for four-year terms. The governing body of each political subdivision shall be empowered to remove at any time, without cause, any member appointed by it and appoint a successor member to fill the unexpired portion of the removed member's term. Each member may be reimbursed by the Authority for the amount of actual expenses incurred by him or her in the performance of his or her duties.

(4) The purpose for which the Authority is to be formed is to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage, and maintain a garbage and refuse collection and disposal system and related facilities pursuant to the Act. For purposes of these Articles, and any contracts or documents entered into on behalf of the Authority, "garbage and refuse collection and disposal system and related facilities" shall mean the collection and disposal of garbage and refuse at and through one or more transfer facilities owned and operated by the Authority and the associated landfill or disposal operations and including the authority to engage in or provide for residential and/or commercial garbage and

refuse collection services. The Authority shall contract with the County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem to furnish garbage and refuse collection and disposal services upon identical terms and conditions including the same schedule of service rates, fees, and charges of all types which shall be uniformly applicable to all such political subdivisions. Subject to the terms of the Use Agreement, the Authority may contract with other political subdivisions to furnish garbage and trash disposal services upon such terms as the Authority shall determine. The Authority may contract to make host locality payments to Roanoke County, the City of Roanoke, the City of Salem, and the Town of Vinton to compensate such localities in consideration of location of facilities within their communities and/or for their support of the Authority. It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for proposed projects.

(5) The Authority shall serve the County of Roanoke, the City of Roanoke, the Town of Vinton, the City of Salem, and to the extent permitted by the Act and by the terms of these Articles and the Use Agreement, such other public or private entities as the Authority may determine upon the terms and conditions established pursuant to such contracts.

(6) The Authority shall cause an annual audit of its books and records to be made by the State Auditor of Public Accounts or by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the participating political subdivisions.

IN WITNESS WHEREOF the Board of Supervisors of Roanoke County, Virginia, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, Virginia, the City Council of the City of Salem, Virginia, and the Board of Directors of the Roanoke Valley

Resource Authority have caused these Amended and Restated Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and/or clerks of each.

ROANOKE VALLEY RESOURCE
AUTHORITY

By: _____
Name: Anne Marie Green
Chair

Attest: _____(SEAL)
Peggy Bishop , Secretary

ROANOKE COUNTY, VIRGINIA

By: _____
Name: P. Jason Peters
Chair, Board of Supervisors

Attest: _____(SEAL)
Deborah C. Jacks, Chief Deputy Clerk

TOWN OF VINTON, VIRGINIA

By: _____
Name: Bradley E. Grose
Mayor

Attest: _____(SEAL)
Susan N. Johnson, Town Clerk

CITY OF ROANOKE, VIRGINIA

By: _____
Name: David A. Bowers
Mayor

Attest: _____(SEAL)
Stephanie M. Moon Reynolds, City Clerk

CITY OF SALEM, VIRGINIA

By: _____
Name: Byron Randolph Foley
Mayor

Attest: _____(SEAL)
James E. Taliferro, II, Clerk of Council

[End of Form of Articles]

7. A copy of the Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement is available for inspection in the Office of the Roanoke City Clerk, Room 456, Municipal Building, Office of the Clerk to the Roanoke County Board, 5204 Bernard Drive, Fourth Floor, Roanoke, Virginia 24018, Office of the Vinton Town Manager, 311 South Pollard Street, Vinton, Virginia 24179, and Office of the City of Salem Clerk of Council, 114 North Broad Street, Salem, Virginia 24153, and also at the Executive Offices of the Roanoke Valley Resource Authority located at 1020 Hollins Road, N.E., Roanoke, Virginia 24012.

8. (i) Privately-owned sanitary landfill services are not available in a reasonable and cost efficient manner, and (ii) Operation by the Roanoke Valley Resource Authority of a sanitary landfill and any related facilities and/or the contract for such operation in spite of any potential anti-competitive effect is important to provide for the development and/or operation of a regional system of garbage and refuse collection and disposal for the County of Roanoke, the City of Roanoke, the Town of Vinton, the City of Salem, and such other governmental units or private entities as the Authority may determine.

9. The Council further authorizes the Mayor and/or the Town Manager to take any action and execute any documents, including the Application for Joinder, necessary to accomplish the matters set forth in this resolution and to cause the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority to become effective so that the City of Salem, Virginia, becomes a member of the Authority.

10. That this resolution shall take effect immediately upon its adoption.

This Resolution 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

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, JUNE 21, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

A RESOLUTION authorizing the Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement, upon certain terms and conditions.

WHEREAS, the County of Roanoke (“County”), the City of Roanoke (“City”), the Town of Vinton (“Town”), and the Roanoke Valley Resource Authority (“Authority”) entered into the Roanoke Valley Resource Authority Members Use Agreement dated October 23, 1991, (“Members Use Agreement”), as amended by the First Amendment dated June 1, 1992, the Second Amendment dated December 2, 1996, the Third Amendment dated February 1, 1999, the Fourth Amendment dated April 1, 2005, and the Fifth Amendment dated March 23, 2009, by which the Authority agreed to acquire, construct, and equip a regional waste disposal system consisting of a landfill and transfer station and related structures and equipment (“System”), and to provide financing therefor in order to dispose of all non-hazardous waste delivered to such system;

WHEREAS, the County, City, Town, Authority, and City of Salem have all determined that the City of Salem’s joinder to the Authority is in their best interests and each jurisdiction has adopted an appropriate resolution to that effect; and

WHEREAS, the County, City, Town, Authority, and City of Salem desire to further amend and restate the Members Use Agreement to provide for the terms and conditions applicable to the City of Salem’s joinder as a member of the Authority as well as the terms, conditions, and provisions applicable to the operation and use of the expanded System by all authorized users.

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

1. The Amended and Restated Roanoke Valley Resource Authority Members Facilities and Use Agreement is hereby approved in substantially the form attached as Exhibit “A” to the Town Council Agenda Report dated June 21, 2016;
2. The Town Manager and Town Clerk are authorized to execute and attest, respectively, in a form approved by the Town Attorney, said Amended and Restated Roanoke

Valley Resource Authority Members Facilities and Use Agreement, to include such changes as the Town Manager shall deem appropriate and/or necessary to carry out the purposes expressed therein; and

3. The Town Manager is authorized to take such further actions and execute additional documents, in a form approved by the Town Attorney, as may be necessary or appropriate to implement and administer said Amended and Restated Roanoke Valley Resource Authority Members Facilities and Use Agreement.

4. This resolution shall take effect immediately upon its adoption.

This Resolution 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

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, JUNE 21, 2016, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

A RESOLUTION authorizing and providing for an additional period of time for the Roanoke Valley Resource Authority to exist as a corporation, upon certain terms and conditions.

WHEREAS, pursuant to Section 15.2-5114(1) of the Code of Virginia (1950), as amended, the Roanoke Valley Resource Authority was created and incorporated on August 25, 1989, to exist for a term of 50 years as a corporation;

WHEREAS, said Section 15.2-5114(1) states that an authority may exist for such further period or periods as may from time to time be provided by appropriate resolutions of the political subdivisions which are members of the authority, provided, however, the term of an authority shall not be extended beyond a date 50 years from the date of the adoption of such resolutions; and

WHEREAS, the County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem desire to provide by resolutions for an additional period of time for the Roanoke Valley Resource Authority to exist as a corporation as authorized and provided by Section 15.2-5114(1) of the Code of Virginia (1950), as amended.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Vinton, Virginia hereby authorizes and provides that the Roanoke Valley Resource Authority shall exist as a corporation for a further period of time ending on and not to extend beyond January 1, 2066, as authorized and provided by Section 15.2-5114(1) of the Code of Virginia (1950), as amended; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

This Resolution 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

June 7, 2016

Department

Finance

Issue

Consideration of public comments regarding an Ordinance amending Article VII, Transient Occupancy Tax, Section 86-211 "Definitions" and Section 86-212 "Levied rate" of Chapter 86, Taxation, of the Vinton Town Code and establishing an effective date.

Summary

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 and has not been changed since 1982. The required notice of Public Hearing ran in the Roanoke Times on Monday, May 13, 2016.

Attachments

Ordinance

Recommendations

Motion to adopt Ordinance

ORDINANCE NO.

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

AN ORDINANCE amending Article VII, Transient Occupancy Tax, Section 86-211 “Definitions” and Section 86-212 “Levied rate” of Chapter 86, Taxation, of the Vinton Town Code and establishing an effective date.

WHEREAS, Council desires to amend the definition of “Transient” and to increase the levied rate.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Vinton that Article VII, Transient Occupancy Tax, Section 86-211 “Definitions” and Section 86-212 “Levied rate” of Chapter 86, Taxation, of the Vinton Town Code, is amended as follows:

ARTICLE VII. TRANSIENT OCCUPANCY TAX

Sec. 86-211. - Definitions.

* * *

Transient means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement, either at his own expense or at the expense of another, ~~on a nonpermanent basis for a period of less than thirty (30) consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a hotel, motel, boarding house, or travel campground, or other facilities offering guest rooms for which charge is made shall be deemed to be a transient until the period of thirty-twenty-nine (30)29) days has fully expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the occupant has paid in advance for over-thirty (30) or more days of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this article may be considered.~~

* * *

Sec. 86-212. – Levied rate.

There is hereby imposed a transient occupancy tax payable by transients for the temporary occupancy in ~~on every~~ hotels and travel campgrounds ~~on each and every transient, offering lodging in the town~~ equivalent to ~~two~~ seven percent of the ~~total~~ amount of the charge for the occupancy of any room or space ~~provided~~ occupied. Such tax constitutes a debt owed by the transient to the town ~~which is extinguished only by payment~~ which shall be collected and held in trust by the operator of the hotel or travel campground ~~to the~~ and remitted by the operator of the ~~hotel or travel campground or to the town.~~ The transient shall pay the tax to the operator ~~of the hotel or travel campground~~ at the time the ~~rent~~ bill for lodging is paid. If the rent is paid in

installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel or travel campground.

This ordinance shall take effect on July 1, 2016.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Finance/Treasurer

Issue

Consider adoption of a Resolution to transfer funds in the General Fund and Utility Fund between line items and cost centers to balance these accounts in the FY 2015-2016 Budget.

Summary

During the year certain expenditure accounts have been over expended. Other accounts have appropriated monies that will not be utilized. In order to balance accounts and have non favorable variances, it is necessary to transfer budget appropriations between accounts and cost centers. These transfers are monies that exist within the budget not from the unappropriated fund balance.

Attached is a list of items in the General Fund and Utility Fund that need Council Action to move money between cost centers in order to true up accounts. This Council Action has been recommended by our Auditors to clean up any variances prior to the review of the variance report during the audit.

Attachments

Resolution
FY 2015-2016 End of Year Budget Transfers

Recommendations

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 21, 2016 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, in order to balance expenditure accounts that have non favorable variances, it is necessary to transfer budget appropriations between line items and cost centers; and

WHEREAS, these budget transfers represent monies already appropriated in the FY 2015-2016 budget and not new appropriations; and

WHEREAS, there has been a recommendation from the Town's Auditors to clean up variances prior to the review of the financial report during the Audit process; and

WHEREAS, Council needs to approve transfers in the General Fund and Utility Fund between line items and cost centers to balance these accounts in the FY 2015-2016 Budget.

NOW, THEREFORE, BE IT RESOLVED that the Vinton Town Council does hereby approve the transfers as shown on the attached FY 2015-2016 End of Year Budget Transfers.

This Resolution 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 of Vinton, Virginia
 FY 2015-2016
 End of Year Budget Transfers

To fulfill the recommendation from our auditors to move budget at the end of the year to match actual revenue and expenditures.

Transfer funds **from** the following accounts with favorable balance:

Account	Department	Description	Amount
200.1200.101	Town Manager's Office	Salaries & Wages	\$ 21,040.31
200.3101.548	Police Department	Gas, Oil, Grease & Antifreeze	\$ 39,763.89
200.3102.567	Communication Services	Trans to RC - Capital Imp Cost	\$ 48,805.00
200.3103.101	Emergency Services	Salaries & Wages	\$ 5,000.00
200.3103.553	Emergency Services	Materials & Supplies	\$ 2,500.00
200.3205.302	Fire & EMS	Contractual Services	\$ 2,000.00
200.3205.512	Fire & EMS	Heating Services	\$ 4,000.00
200.3205.532	Fire & EMS	Property Insurance	\$ 1,250.00
200.3205.535	Fire & EMS	Motor Vehicle Insurance	\$ 3,137.00
200.3205.538	Fire & EMS	Liability Insurance	\$ 1,198.00
200.3205.548	Fire & EMS	Gas, Oil, Grease & Antifreeze	\$ 4,700.00
200.3205.576	Fire & EMS	Contr-Fire Training Facility	\$ 2,455.00
200.3205.716	Fire & EMS	Other Equipment	\$ 364.01
200.3205.750	Fire & EMS	EMS Vehicle Replacement	\$ 8,976.97
200.4101.302	Maint. -Hwys., Sts, Bridges	Contractual Services	\$ 5,368.80
200.4101.302	Maint. -Hwys., Sts, Bridges	Gas, Oil, Grease & Antifreeze	\$ 5,654.68
200.4108.302	Traffic Signs & Street Light	Contractual Services	\$ 11,675.84
200.4108.510	Traffic Signs & Street Light	Electrical Services	\$ 4,196.04
200.4108.511	Traffic Signs & Street Light	Electrical Services - Subdiv	\$ 10,840.30
200.4203.548	Refuse Collection	Gas, Oil, Grease & Antifreeze	\$ 6,386.66
200.7101.102	Special Programs	Salaries & Wages - Overtime	\$ 5,195.94
200.7102.574	WM Interdepartmental Functions	WM Interdepartmental Functions	\$ 3,865.00
200.7103.552	War Memorial	WM Food & Beverage Expense	\$ 5,000.00
200.7105.513	Swimming Pool/Parks	Water and Sewer Service	\$ 1,300.00
200.7105.521	Swimming Pool/Parks	Telephone	\$ 333.76
200.7105.532	Swimming Pool/Parks	Property Insurance	\$ 459.00
200.7105.538	Swimming Pool/Parks	Liability Insurance	\$ 436.00
200.7105.544	Swimming Pool/Parks	Medical Supplies	\$ 160.00
200.7105.547	Swimming Pool/Parks	Repair/Maintenance Supplies	\$ 369.93
200.7105.553	Swimming Pool/Parks	Materials & Supplies	\$ 1,438.57
200.8101.302	Planning & Zoning	Contractual Services	\$ 13,400.00
200.8101.371	Planning & Zoning	Environmental Comp-DEQ/DCR	\$ 9,000.00
200.8150.346	Economic Development	CDBG Match Expenditures	\$ 39,363.50
300.9400.302	Water & Wastewater Admin	Contractual Services	\$ 12,443.86
300.9410.548	Water System Maintenance	Gas, Oil, Grease & Antifreeze	\$ 6,077.85
300.9500.380	Wastewater System Maintenance	Hardy Rd Swr Ls Rep & Mnt	\$ 3,000.00
300.9500.381	Wastewater System Maintenance	Niagara Swr Ls Rep & Mnt	\$ 3,000.00
300.9500.382	Wastewater System Maintenance	Third Street Ls Rep & Mnt	\$ 4,472.82
300.9500.723	Wastewater System Maintenance	Infiltration Project	\$ 16,691.91
			\$ 315,320.64

Transfer funds **to** the following accounts with unfavorable balance:

Account	Department	Description	Amount
200.1207.303	Legal Services	Commonwealth Attorney Fees	\$ 11,250.00
200.1221.105	Public Works Admin	Separation Pay	\$ 5,654.68
200.3101.101	Police Department	Salaries & Wages - Overtime	\$ 12,339.23
200.3101.105	Police Department	Separation Pay	\$ 24,174.66
200.3101.302	Police Department	Contractual Services	\$ 52,055.00
200.3205.105	Fire & EMS	Separation Pay	\$ 24,829.98
200.3205.737	Fire & EMS	Public Safety Bldg Project Exp	\$ 10,751.00
200.4101.209	Maint. -Hwys., Sts, Bridges	Unemployment Insurance	\$ 5,368.80
200.4105.102	Snow and Ice Removal	Salaries & Wages - Overtime	\$ 10,840.30
200.4202.105	Street & Road Cleaning	Separation Pay	\$ 4,196.04
200.4203.105	Refuse Collection	Separation Pay	\$ 11,675.84
200.4203.304	Refuse Collection	Maintenance & Repaires Equip.	\$ 6,386.66
200.4304.360	Building and Grounds	Health Department	\$ 6,995.95
200.4304.365	Building and Grounds	Gish's Mill Expenses	\$ 7,179.96
200.7101.556	Special Programs	Special Events Supplies	\$ 5,195.94
200.7103.209	War Memorial	Unemployment Insurance	\$ 9,617.40
200.7103.587	War Memorial	Contracted Resale Items	\$ 18,932.45
200.8101.595	Planning & Zoning	Demolition-Blight/Abatement	\$ 9,000.00
200.8101.799	Planning & Zoning	Capital Outlay	\$ 13,400.00
200.8150.101	Economic Development	Salaries & Wages	\$ 9,790.31
200.8150.799	Economic Development	Capital Outlay	\$ 10,000.00
300.9400.105	Water & Wastewater Admin	Separation Pay	\$ 12,443.86
300.9410.304	Water System Maintenance	Maintenance & Repaires Equip.	\$ 6,077.85
300.9500.304	Wastewater System Maintenance	Maintenance & Repaires Equip.	\$ 10,472.82
300.9800.929	Debt Retirement	Principal - WVWA Tinker Creek	\$ 12,678.27
300.9800.930	Debt Retirement	Interest - WVWA Tinker Creek	\$ 4,013.64
			\$ 315,320.64



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Finance/Treasurer

Issue

Consider adoption of a Resolution to appropriate funds from the Capital Improvement Bond Series 2013 to Utility Fund Expenditure Accounts to properly record the expenditures for the June 30, 2016 ending budget.

Summary

Council needs to appropriate funds from the Capital Improvement Bond Series 2013 which was transacted on June 27, 2013 to cover expenses incurred during FY 2015-2016 for the Western Virginia Water Authority Regional Wastewater Treatment Plant upgrade.

Attachments

Resolution

Recommendations

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 21, 2016 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, the Capital Improvement Bond series 2013 issued was transacted on June 27, 2013 with proceeds for projects and bond closing cost in the amount of \$2,030,671.72; and.

WHEREAS, the project remaining is the Western Virginia Water Authority Regional Wastewater Treatment Plant upgrade account number 300.9500.726 and expenses for this project have been incurred in FY 2015-2016 and funds need to be appropriated from the proceeds; and

WHEREAS, said project should be completed in the next fiscal year so the proceeds will need to be appropriated as spent to the appropriate expense account until the project is complete; and

WHEREAS, Council needs to appropriate funds from the Capital Improvement Bond Series 2013 to the above Utility Fund Expenditure Account to properly record the expenditures for the June 30, 2016 ending budget.

NOW, THEREFORE, BE IT RESOLVED that the Vinton Town Council does hereby approve the following:

FROM:	300.1899.009 Re-Appropriation of Funds	\$103,773.21
TO:	300.9500.726 WVWA Wastewater Treatment Plant Upgrade	\$103,773.21

This Resolution 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

June 21, 2016

Department

Finance/Treasurer

Issue

Consider adoption of a Resolution to appropriate funds received from Bond Proceeds for the 2016 lease purchase of the hook truck to the capital outlay account to properly record the expenditures for the June 30, 2016 ending budget.

Summary

Council needs to appropriate the \$133,099.00 to reflect the receipt of money and purchase of the hook truck from Mid-Atlantic Inc. This is a housekeeping activity which needs to be done to properly reflect this transaction in FY 2015-2016.

Attachments

Resolution

Recommendations

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 21, 2016 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, the Lease Purchase of the Hook Truck from Mid-Atlantic Inc. was transacted in 2016 with proceeds of \$133,099. Expenses for this purchase were incurred in FY 2015-2016 and funds need to be appropriated from the proceeds; and

WHEREAS, Council needs to appropriate funds from the Bond Proceeds account 200.1899.024 to the General Fund Expenditure Capital Outlay account 200.4101.799 to properly record the revenue and expenditures for the June 30, 2016 ending budget.

NOW, THEREFORE, BE IT RESOLVED that the Vinton Town Council does hereby approve the following:

FROM:	200.1899.099 Bond Proceeds	\$133,099.00
TO:	200.4101.799 Capital Outlay	\$133,099.00

This Resolution 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

June 21, 2016

Department

Public Works

Issue

Consider adoption of a Resolution appropriating funds in the amount of \$17,000.00 from the sale of equipment through Public Surplus.

Summary

Two pieces of equipment, a 580 Super L Case Extendahoe and a 1997 International Dump Truck were sold during FY2016 through Public Surplus and the bid funds of \$14,555 and \$5,850, respectively were received into Revenue Account, 200.1502.008, Sale of Equipment. The Public Works Department needs to replace a salt spreader and has ordered one from Mid-State Equipment Co., Inc. at a cost of \$15,575. Once the spreader is received, they will need to purchase some incidentals at an estimated cost of \$1,000.00. They are requesting the appropriation of \$17,000 of these funds to offset the cost of said salt spreader and incidentals.

Attachment

Resolution

Recommendation

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 21, 2016 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, a 580 Super L Case Extindahoe and a 1997 International Dump Truck were sold through Public Surplus and the bid funds were received into Revenue Account, 200.1502.008, Sale of Equipment; and

WHEREAS, the Public Works Department desires to replace a salt spreader and has requested the appropriation of a portion of these funds to offset the cost of said salt spreader along with any required incidentals; and

WHEREAS, funds need to be appropriated from the Revenue Account to the Snow and Ice Removal/Replacement of Equipment Expenditure Account.

NOW, THEREFORE, BE IT RESOLVED that the Vinton Town Council does hereby approve the following transaction:

FROM:	200.1502.008	Sale of Equipment	\$17,000.00
TO:	200.4105.709	Snow and Ice Removal/Replacement of Equipment	\$17,000.00

This Resolution 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

June 21, 2016

Department

Administration

Issue

Consider adoption of a Resolution approving a loan to Vinton Improvement Corporation in the amount of \$17,240.00 from the CDBG Revolving Loan Fund

Summary

Vinton Improvement Corporation has applied for the Revolving Loan Program in the amount of \$17,240 for 111 S. Pollard Street. The applicant is requesting loan funds to install new HVAC equipment for a future tenant, Twin Creeks Brewing Company.

All work that is being considered is within the parameters of the Revolving Loan Program Guidelines that was approved by Council.

Attachments

Resolution

Recommendations

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 21, 2016 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, the Town of Vinton received funds from the Virginia Department of Housing and Community Development through their Community Development Block Grant (CDBG) Program to do revitalization improvements to the downtown area of Vinton; and

WHEREAS, a portion of the CDBG money is to be used to set up a \$100,000 Revolving Loan Fund to be used in the downtown area by business and property owners; and

WHEREAS, Vinton Improvement Corporation, owner of 111 South Pollard St, has applied for \$17,240.00 to install new HVAC equipment; and

WHEREAS, the request conforms to the stipulations set forth in the Revolving Loan Program Guidelines; and

WHEREAS, the Loan Review Committee has reviewed the loan request and voted to recommend the loan to Town Council for funding.

NOW THEREFORE, BE IT RESOLVED, that the Vinton Town Council does hereby grant a loan to the Vinton Improvement Corporation in the amount of \$17,240.00 from the CDBG Revolving Loan Fund with interest at the prime rate in effect on June 21, 2016 and a loan repayment schedule of 84 months.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Finance/Treasurer

Issue

Financial Report for April 2016

Summary

The Financial Report for the period ending April 30, 2016 has been placed in the Town's Dropbox and on the Town's Website.

The Finance Committee met on June 13, 2016 to discuss this report and will make a presentation to Council at their Regular Meeting.

Attachments

April 30, 2016 Financial Report Summary

Recommendations

Motion to approve the April 2016 Financial Report

Financial Report Summary
Month Ending April 30, 2016

THE TOWN OF
VINTON
V I R G I N I A



	Adopted Budget	Revised YTD Budget	MTD	YTD Posted	REMAINING BALANCE	%
General Fund 200						
Revenues	8,977,318	5,687,493	344,922	5,943,904	256,411	105%
Accrued Revenue Adjustment			301,808	301,808		
Total Adj. Revenues	8,977,318	5,687,493	646,730	6,245,712	558,219	110%
Expenditures	8,977,318	6,439,959	513,142	6,346,361	(93,598)	99%
Revenues over/(under) Expenditures		(752,466)	133,588	(100,649)		
Utility Fund 300						
Revenues	3,618,150	2,923,999	477,207	2,999,909	75,910	103%
Bond Series 2013		0	0	0	0	
Operating Revenues	3,618,150	2,923,999	477,207	2,999,909	75,910	103%
Expenditures	3,618,150	2,727,693	270,709	2,526,888	(200,805)	93%
Bond Series 2013	0	0	7,662	76,472	76,472	
Operating Expenditures	3,618,150	2,727,693	263,047	2,450,416	(277,278)	90%
Revenues over/(under) Expenditures		196,306	214,160	549,493		
Total All Funds						
Revenues	12,595,468	8,611,492	1,123,937	9,245,621	634,129	107%
Expenditures	12,595,468	9,167,652	776,190	8,796,777	(370,876)	96%
Revenues over/(under) Expenditures		(556,160)	347,747	448,845		



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Council

Issue

Request to Convene in Closed Meeting, pursuant to § 2.2-3711 (A) (7) of the Code of Virginia (1950), as amended, for consultation with legal counsel and briefings by staff members pertaining to actual or probable litigation relating to an employment dispute, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party.

Summary

None

Attachments

Certification of Closed Meeting

Recommendations

None

AT A CLOSED MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 21, 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



Town Council Agenda Summary

Meeting Date

June 21, 2016

Department

Council

Issue

Consider approval of a confidential settlement agreement relating to an employment dispute.

Summary

None

Attachments

None

Recommendations

Motion to approve