

Bradley E. Grose, Mayor
Matthew S. Hare, Vice Mayor
Keith N. Liles, 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, October 4, 2016**

AGENDA

Consideration of:

- A. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- B. MOMENT OF SILENCE**
- C. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- D. UPCOMING COMMUNITY EVENTS/ANNOUNCEMENTS**
- E. REQUESTS TO POSTPONE, ADD TO OR CHANGE THE ORDER OF AGENDA ITEMS**
- F. CONSENT AGENDA**
- G. AWARDS, INTRODUCTIONS, PRESENTATIONS, PROCLAMATIONS**
 1. Proclamation – Fire Prevention Week
- H. CITIZENS' COMMENTS AND PETITIONS - This section is reserved for comments and questions for issues not listed on the agenda.**
- I. TOWN ATTORNEY**
- J. BRIEFINGS**
 1. Briefing on the joint petition of Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on January 5, 1965, to abandon, vacate and deed a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, to the adjoining property owners. They also requested that this undeveloped portion of the right-of-way never to be used as a street or road to any other property at any time in the future - **Anita McMillan**
 2. Briefing on the proposed on the proposed granting of a telecommunications franchise to Lumos Networks, Inc. – **Town Manager**

3. Briefing on a proposed Resolution to approve an application for an allocation of funds up to \$200,000 to be matched through the Virginia Department of Transportation Fiscal Year 2017-2018 Revenue Sharing Program – **Joey Hiner**

K. ITEMS REQUIRING ACTION

L. TOWN MANAGER

M. MAYOR

N. COUNCIL

1. Appointments to Boards/Commissions/Committees

O. ADJOURNMENT

P. WORK SESSION

1. Follow-up discussion on the presentation at the September 20, 2016 Council meeting by Carl Palmer, General Manager for GRTC d/b/a Valley Metro.

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT.

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

NEXT TOWN COUNCIL/COMMITTEE MEETINGS:

October 12, 2016 – 4:30 p.m. – Finance Committee meeting – Administration Conference Room

October 18, 2016 – 7:00 p.m. – Council Meeting – Council Chambers

October 24, 2016 – 8:00 a.m. – Council Strategic Planning Retreat – Vinton War Memorial



Town Council Agenda Summary

Meeting Date

October 4, 2016

Department

Fire/EMS Department

Issue

Proclamation for Fire Prevention Week

Summary

Fire Prevention Week urges our citizens to practice fire safety and prevention not just for a week but all year round.

Attachment

Proclamation

Recommendations

Read Proclamation and present to Fire/EMS Captain Chad Helms



PROCLAMATION

- WHEREAS,** the Town of Vinton is committed to ensuring the safety and security of all those living in and visiting our town; and
- WHEREAS,** fire is a serious public safety concern both locally and nationally thus making smoke detectors a very important element of a fire escape plan because citizens may only have 1-2 minutes to escape a burning home once a smoke detector sounds; and
- WHEREAS,** the NFPA (National Fire Protection Association) statistics show that half of all home fire deaths happen between 11P.M. and 7A.M. when most citizens are sleeping as well as 20 percent of all U.S. homes with smoke alarms, the smoke alarms don't work, 3 out of 5 home fire deaths results from fires in properties without smoke alarms (38%) or with no working smoke alarms (21%); and
- WHEREAS,** Working smoke alarms cut the risk of dying in a residential fire by almost half; When a smoke alarm has been in service for a long time it will not sense smoke as well as when it was newer; and
- WHEREAS,** Per the NFPA, smoke detectors should be replaced every 10 years; and
- WHEREAS,** Vinton's citizens should know that to check the age of their current smoke detector, they should check the manufacture date located on the inside of the detector; and
- WHEREAS,** Vinton's citizens should know if the smoke detector makes another sound- a chirp that sounds every few minutes that it is telling you that you need to replace the battery right away. Never ignore a chirping smoke detector and if you cannot change the battery yourself than ask help from a neighbor, relative or the Vinton Fire Dept.
- WHEREAS,** the 2016 Fire Prevention Week theme, "Don't wait, check the date" represents the final year of a 3-year effort to better educate the citizens of the Town of Vinton about the importance of smoke alarms, what it takes to make sure they are in working order and effectively serves to remind us to replace all your smoke alarms when they are 10 years old or if they do not sound when tested.

NOW, THEREFORE, I, Bradley E. Grose, Mayor of the Town of Vinton and on behalf of Town Council and all our citizens do hereby proclaim October 9- 15, 2016, as "**FIRE PREVENTION WEEK**" in the Town of Vinton and urges all the people of the Town of Vinton to check the date on their smoke alarms during Fire Prevention Week 2016, and to support the many public safety activities and efforts of the Town's fire and emergency services.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Vinton, Virginia to be affixed on this 4th day of October, 2016.

Bradley E. Grose, Mayor



Town Council Agenda Summary

Meeting Date

October 4, 2016

Department

Planning and Zoning

Issue

Briefing on the joint petition of Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on January 5, 1965, to abandon, vacate and deed a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, to the adjoining property owners. They also requested that this undeveloped portion of the right-of-way never to be used as a street or road to any other property at any time in the future.

Summary

The undeveloped right-of-way, known as Daleview Drive, is located between 647 and 701 Olney Road. Currently, there are two driveways located on this undeveloped right-of-way, which serve 647 and 701 Olney Road, respectively. Please see attached aerial map showing the two existing driveways located in the undeveloped right-of-way, Daleview Drive.

The Planning Commission and Town Council will hold a joint public hearing for the request on Tuesday, October 18, 2016.

Attachments

1. Staff Report – 3 Pages
2. Supporting Materials – 22 Pages

Recommendations

No action required

STAFF REPORT

PETITIONERS: Robert and Linda Quam, 647 Olney Road
Sherman and Barbara Sligh, 701 Olney Road

PREPARED BY: Anita McMillan, Planning and Zoning Director

DATE: September 19, 2016

A. NATURE OF REQUEST

A joint petition of Robert and Linda Quam, and Sherman and Barbara Sligh, requesting that a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, Map of Section No. 4, Bali Hai, Plat Book 6, Page 30, be abandoned, vacated, and deeded to them, as the adjoining property owners was received on June 24, 2016. They also requested that this undeveloped portion of the right-of-way never to be used as a street or road to any other property at any time in the future.

B. BACKGROUND/SUMMARY

The undeveloped right-of-way, known as Daleview Drive, is located between 647 and 701 Olney Road. Currently, there are two driveways located on this undeveloped right-of-way, which serve 647 and 701 Olney Road, respectively. Please see attached aerial map showing the two existing driveways located in the undeveloped right-of-way, Daleview Drive.

Staff was contacted by Mrs. Anne Huffman Overbay in September 2012, requesting a meeting with Town personnel. On October 2, 2012, a meeting was held between Ardith and Anne Overbay, and Town staff including the former Town Manager, Town Attorney, Planning and Zoning Director, former Public Works Director and Assistant Director. The meeting was held to discuss the Overbays' intention to subdivide their vacant parcel, consisting of 25.17 acres, which is located in the City of Roanoke. The parcel was without any improved street access from the City of Roanoke or the Town of Vinton, but could potentially be accessed from either the undeveloped right-of-way of Daleview Drive located between 647 and 701 Olney Road, and/or from Olney Road, in the area located to the north of 615 Olney Road, and to the south of 609 and 613 Olney Road.

On January 11, 2013, a preliminary subdivision plat was submitted by the Overbays with a revised plat being submitted on February 27, 2013, showing two lots with access from the undeveloped right-of-way known as Daleview Drive. On March 27, 2013, a meeting was held between Ardith Overbay and his surveyor, Chris McMurry, and Town personnel. According to Mr. Overbay, he had been in contact with the property owners of 647 and 701 Olney Road regarding his proposed use of the undeveloped right-of-way for access of his two lots. At the conclusion of the meeting, Mr. Overbay agreed to discuss with both property owners that they request that the Town close, vacate, and deed the undeveloped right-of-way to them, and subsequently convey a 20' by 150' strip contained within the vacated right-of-way to the Overbays, to serve as an access point for the two lots.

On March 29, 2013, preliminary drawings were submitted showing the proposed vacation of the right-of-way and the strip to be deeded to the Overbays. On April 10, 2013, Mr. McMurry submitted to Staff, signed statements from the Slighs and the Quams, stating that they agreed to the undeveloped right-of-way being vacated and would convey the said strip to the Overbays. The signed statements were not notarized, and there were some mistakes noted in the statements that needed to be corrected.

On April 29, 2013, a plat of the right-of-way vacation, a concept plat showing the right-of-way portion to be conveyed to the Overbays, and the unsigned statements by the property owners, requesting the undeveloped right-of-way to be vacated and agreeing to convey a strip contained within the right-of-way to the Overbays, were faxed to Staff. According to Mr. McMurry, the Quams and Slighs would be present at the Planning Commission meeting and would sign the paperwork on May 2, 2013.

On April 15, 2013, Staff sent correspondence to utility companies including Vinton Public Works Department, Roanoke Gas, American Electric Power (AEP), Verizon, and Cox Communications regarding the vacation request of the said undeveloped right-of-way. All of the utility companies responded and stated that they did not have any objections to the vacation request.

Twelve (12) adjoining property owners, including the owners of 647 and 701 Olney Road, Mr. and Mrs. A.R. Overbay, and Chris McMurry, were also notified of the vacation request through correspondence dated April 15, 2013.

At the May 2, 2013, Planning Commission public hearing, Mr. McMurry, the Overbays' representative asked for the vacation request to be tabled due to some concerns being raised by Sherman Sligh. On May 8, 2013, Staff received a telephone call from the Overbays' attorney, John Patterson, who informed Staff that the Overbays wished to withdraw their request for the undeveloped right-of-way to be vacated. On May 10, 2013, the letter to withdraw the request was received from Mr. Patterson.

In July of 2013, the Town Attorney and the Overbays' attorney discussed the possibility of having a license agreement between the Town and the Overbays for the use of Daleview Drive. The license agreement was necessary because the Town did not wish to make improvements to the right-of-way and wanted to limit any potential liability it might have concerning the use of the right-of-way.

However, on August 19, 2013, the Town received a letter from the Quams and the Slighs requesting that the Town reconsider vacating the right-of-way. The license agreement was placed on hold because the Overbays did not agree to the terms.

On September 11, 2013, Staff received another letter from the Quams and Slighs requesting that the undeveloped Daleview Drive right-of-way be vacated and deeded to them, along with signed petition of the property owners along Olney Road, indicating that they were in agreement with the vacation request. On October 10, 2013, Staff received a copy of the survey plat and legal description of the undeveloped right-of-way to be vacated from LMW P.C., the surveying firm retained by the Quams and Slighs.

Twelve (12) adjoining property owners, including Mr. and Mrs. A.R. Overbay, and the Overbays' attorney, John Patterson, were notified of the vacation request through correspondence dated November

18, 2013.

As required by State Code Sections 15.2-2204 and 15.2-2272, the legal notice of both of the public hearings on the right-of-way vacation request was advertised in *The Vinton Messenger*. At the December 10, 2013, public hearing of the Planning Commission, the Planning Commission voted to table the request for 60 days in order for the three parties (Overbays, Slighs, and Quams) to reach an agreement regarding on the use of the undeveloped right-of-way and/or whether or not to vacate the undeveloped Daleview Drive.

On December 13, 2013, hand delivered correspondence was received by the Town Manager's office from C. Richard Cranwell, who was retained by the Quams and Slighs, requesting a continuance of the Town Council public hearing scheduled for December 17, 2013.

In the interim, the Overbays submitted a revised subdivision plan showing access to the two proposed lots from Olney Road. On March 10, 2016, the Overbays' subdivision plat was approved by the City of Roanoke and the Town of Vinton. As shown in the approved subdivision plat, the parcel was subdivided into two lots – 10 acres Lot A and 15.17 acres Lot B. The Overbays' property (DB 1122, Page 228) indicates that there is an existing 50 right-of-way from the Town of Vinton's Olney Road. The two new lots are shown to be accessed from Olney Road, a town right-of-way, located to the north east of these lots. A new 20 feet wide access and water line easement is provided on the subdivision plat through Lot A for Lot B. These two lots are to be served by the Town's water service only; other services (snow removal, trash pick-up, schools, etc.) will be provided by the City of Roanoke. In May 2016, the lots were purchased by Michael Henderson.

On June 24, 2016, a third petition to vacate the undeveloped Daleview Drive was submitted by the Quams and Slighs. Additionally, David Bullington, with The Bullington Law Firm, P.C., has been retained by C. Richard Cranwell to represent the Quams and Slighs.

ATTACHMENTS

1. June 24, 2016, a written request received from the Quams and Slighs to close, vacate, and deed the undeveloped Daleview Drive to them, as the adjoining property owners – 1 Page.
2. A copy of the survey plat showing the Quams' and Slighs' property – 1 Page.
3. An aerial map showing 647 and 701 Olney Road driveways located within the undeveloped right-of-way of Daleview Drive – 1 Page.
4. December 17, 2013, minutes of the Town Council regular meeting – 2 Pages.
5. Correspondence dated December 13, 2013, from C. Richard Cranwell – 1 Page.
6. December 10, 2013, minutes of the Planning Commission public hearing – 6 Pages.
7. September 11, 2013, a written request and petition received from the Quams and Slighs to close, vacate, and deed the undeveloped Daleview Drive to them, as the adjoining property owners – 3 Pages.
8. August 20, 2013, minutes of the Town Council regular meeting – 6 Pages.
9. Copy of a portion of the recorded Overbays' subdivision plat showing access by Olney Road – 1 Page.

June 24, 2016

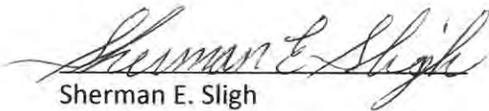
Barry W. Thompson
Town Manager
311 S. Pollard Street
Vinton, VA 24179

Dear Mr. Thompson:

We, the property owners at 647 and 701 Olney Road in Vinton, Virginia, request that the undeveloped street known as Daleview Drive be closed and deeded to the property owners, the Quams at 647 Olney Road and the Slighs at 701 Olney Road, Vinton, Virginia.

Also, we request that this property never be used as a street or road to any other property at any time in the future.

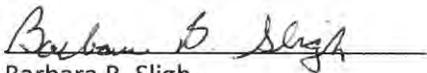
Thank you.



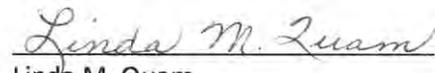
Sherman E. Sligh
701 Olney Road
Vinton, VA 24179
540-985-0972



Robert O. Quam
647 Olney Road
Vinton, VA 24179
540-342-7762



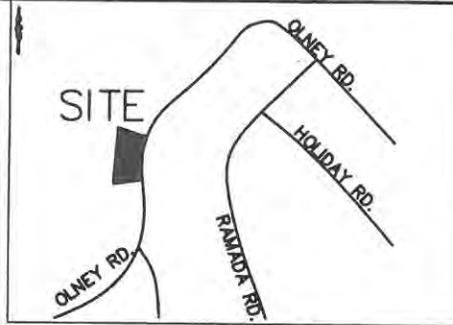
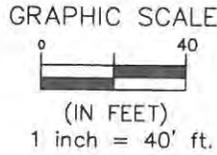
Barbara B. Sligh
701 Olney Road
Vinton, VA 24179
540-985-0972



Linda M. Quam
647 Olney Road
Vinton, VA 24179
540-342-7762

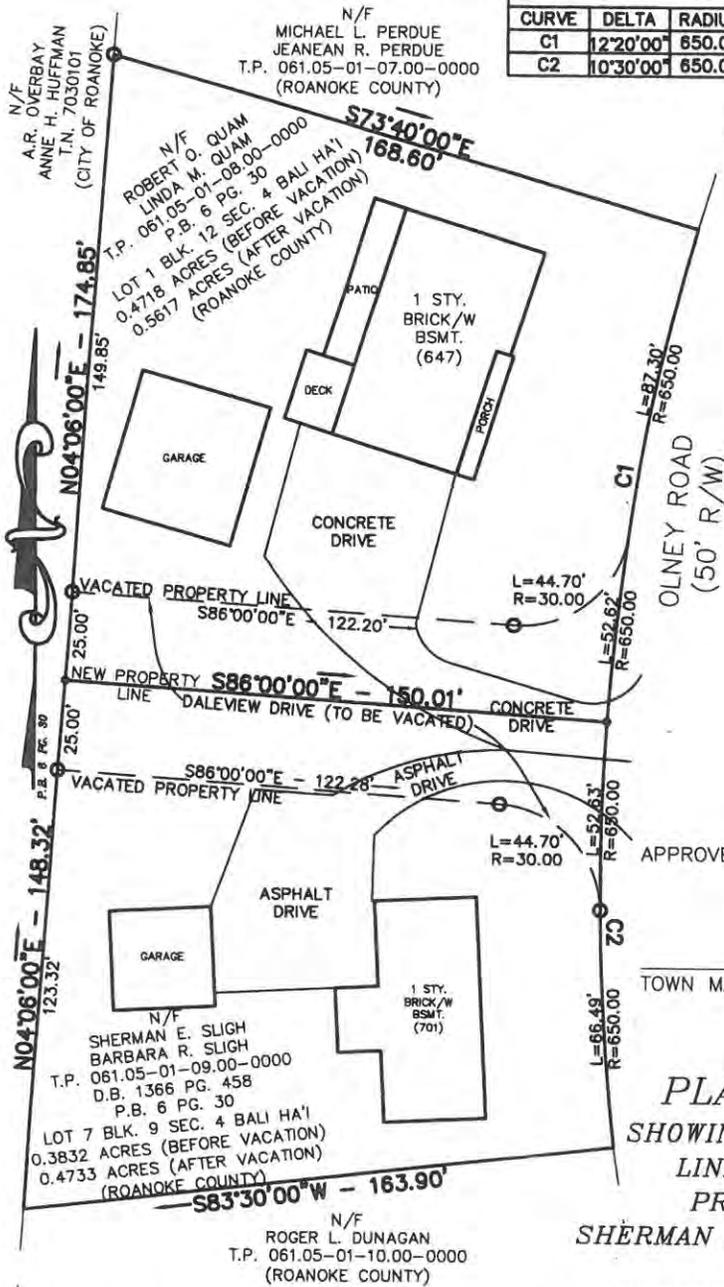
NOTES:

1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES.
2. THIS PROPERTY AS PLATTED DOES NOT FALL WITHIN THE 100 YEAR FLOOD ZONE. ZONE "X", MAP NUMBER 51161C0167G, DATED SEPTEMBER 28, 2007.
3. THIS PLAT WAS PREPARED FROM AN ACTUAL AND CURRENT FIELD SURVEY. ANY PHYSICAL IMPROVEMENTS NOT DIMENSIONED, SHALL NOT BE SCALED.
4. THIS PLAT MAY OR MAY NOT CONFORM TO PREVIOUS DEEDS AND OR PLATS OF RECORD.
5. LEGAL REFERENCE: P.B. 6 PG. 30, LOT 1 BLK. 12 SEC. 4 BALI HA', LOT 7 BLK. 9 SEC. 4 BALI HA'.

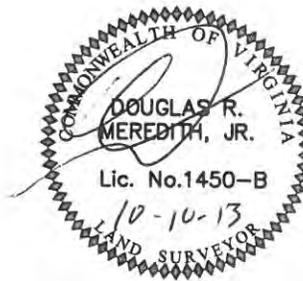


VICINITY MAP
NO SCALE

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	12°20'00"	650.00	139.92	70.23	S10°10'01"W	139.85
C2	10°30'00"	650.00	119.12	59.73	S01°14'59"E	118.95



- LEGEND
- SURVEYED PROPERTY LINE
 - - - ADJOINER PROPERTY LINE
 - - - VACATED LINE
 - SET REBAR
 - EXISTING IRON FOUND
 - END OF LINE/CURVE
 - NOTHING FOUND, NOTHING SET



APPROVED:

TOWN MANAGER TOWN OF VINTON DATE

PLAT OF SURVEY
SHOWING THE NEW PROPERTY
LINE AND THE VACATED
PROPERTY LINES FOR
SHERMAN E. AND BARBARA R. SLIGH
AND

ROBERT O. AND LINDA M. QUAM
LOCATED AT 647 AND 701

OLNEY ROAD SITUATED IN THE
VINTON MAGISTERIAL DISTRICT
ROANOKE COUNTY, VIRGINIA

COMM. 4116 SURVEYED: 10/04/13



Engineering
Architecture
Surveying
Landscape Design

102 Albemarle Ave.
Roanoke, Virginia
24013

www.lmwpc.net
ph: 540.345.0675
fax: 540.342.4456
lmweng@lmwpc.net

647 Olney Road

Undeveloped Daleview Drive ROW

701 Olney Road

081-05-01-00-90-0006

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, DECEMBER 17, 2013, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT: Bradley E. Grose, Mayor
William W. Nance, Vice Mayor
I. Douglas Adams, Jr.
Matthew S. Hare

MEMBER ABSENT: Robert R. Altice

STAFF PRESENT: Christopher S. Lawrence, Town Manager
Susan N. Johnson, Town Clerk
Susan Waddell, Town Attorney
Stephanie Dearing, Human Resources Director
Anita McMillan, Planning & Zoning Director
Gary Woodson, Public Works Director
Joey Hiner, Assistant Public Works Director

The Mayor called the regular meeting to order at 7:00 p.m.
The Town Clerk called the roll with Council Member Adams, Council Member Hare, Vice Mayor Nance, and Mayor Grose present. Council Member Altice was absent.

Roll Call

After a Moment of Silence, Mr. Hare led the Pledge of Allegiance to the U.S. Flag.

Under upcoming community events/ announcements, the Town Manager commented that the Chamber is having their New Year's Eve Gala at the War Memorial. The Mayor reminded everyone of the Chamber Open House this Thursday and Vice Mayor Nance commented the reception for Mr. Altizer is also this Thursday.

Vice Mayor Nance made a motion that the consent agenda be approved as presented; the motion was seconded by Mr. Adams and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice.

Approved minutes of the regular Council meeting of November 19, 2013

Vice Mayor Nance read a letter from Chief Cook naming Officer Gregory Quesinberry as Officer for the month of November 2013. Officer Quesinberry was present at the meeting and recognized by the Mayor.

The next item on the agenda was consideration of public comments on a request by Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke,

Virginia, on January 5, 1965, to abandon, vacate and deed a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, to the adjoining property owners.

The Mayor commented that based upon a request from Attorney Cranwell, the Town Attorney recommended that we entertain a motion stating that Attorney Dick Cranwell, on behalf of the applicants, has requested a continuance of the public hearing. Based on this request and the recommendation from the Planning Commission that the application be tabled for sixty days, he entertained a motion that the Public Hearing be continued for ninety days.

Vice Mayor Nance said he would applaud the parties for trying to rectify this issue rather than the Town perhaps making a very harsh ruling for one or two if not all of the parties involved. Mr. Nance made the motion suggested by the Town Attorney and the motion was seconded by Mr. Hare. The Mayor commented that he is also glad the parties are going to try and work out a resolution that can be agreeable with everyone. He also commented on the Planning Commission's decision to table the matter for sixty days. The motion was then carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Hare, Nance, Grose; Nays (0) – None; Absent (1) - Altice.

Public Hearing continued for ninety days

The next item on the agenda was to consider adoption of an Ordinance authorizing the Town Manager to execute a Joint Powers Agreement with VML Insurance Programs and an Advice to Pay Agreement with Lincoln Financial Group pertaining to the VMLIP Paid Leave Solution Program. The Town Manager commented that Council has been briefed on this matter several times and staff is now recommending that we participate with VML Insurance Programs through Lincoln Financial Group. This is for the legislated short-term and long-term disability coverage relative to the January 1, 2014 introduction of hybrid plan covered employees. He further commented that over the next several months, staff will be reviewing options regarding providing this same benefit to all of our current employees as part of our benefits package.

Mr. Hare asked the Town Attorney about having dealings with this group in his business and did it create a conflict of interests. Ms. Waddell asked Mr. Hare if the Lincoln Financial Group is one of many companies that he deals with or does he have some exclusive relationship with them. Mr. Hare responded that it is not exclusive. The Town Attorney then stated to Mr. Hare that generally speaking to determine conflict of interests, it would be based on the fact that he would have any financial benefit from Lincoln Financial Group being awarded this item and if it would benefit him in any way. Mr. Hare said it would not.

CRANWELL, MOORE & EMICK

Attorneys at Law

Street Address:
111 Virginia Avenue, West
Vinton, Virginia 24179

P.O. Box 11804
Roanoke, Virginia 24022-1804
www.cranwellmoorelaw.com

Telephone: 540-344-1000
Facsimile: 540-344-7073
Toll Free: 877-632-FELA
(3352)

December 13, 2013

HAND DELIVERED

Chris Lawrence, Town Manager
Town of Vinton
311 S. Pollard Street
Vinton, VA 24179

Re: Daleville Drive

Dear Chris:

I have been retained to represent Robert O. Quam and Sherman and Barbara Sligh with regard to the above-referenced matter. This letter is to request a continuance of the public hearing scheduled for December 17, 2013, at 7:00 P.M. with regard to the Petition and the related easement issue relative to Daleview Drive.

Please confirm that there will be no public hearing on December 17, 2013.

Thank you.

Sincerely,



C. Richard Cranwell

CRC/bm

cc: Kevin P. Oddo, Esquire (via fax - 510-3050)
John R. Patterson, Esquire (via fax - 982-5660)

**MINUTES OF THE MEETING OF THE TOWN OF VINTON PLANNING
COMMISSION HELD ON TUESDAY, DECEMBER 10, 2013, AT 7 P.M., AT THE VINTON
MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET.**

MEMBERS PRESENT: **Dave Jones, Chairman**
 Paul Mason, Vice Chairman
 Bob Patterson
 Dawn Michelsen
 Bill Booth

STAFF PRESENT: **Anita McMillan, Planning and Zoning Director**
 Karla Turman, Associate Planner/Code Enforcement Officer
 Julie S. Tucei, Planning and Zoning Coordinator

OTHERS PRESENT: **Theresa Fontana, Town Attorney**
 Robert Quam, Petitioner
 Sherman Sligh, Petitioner
 Melvin Bennett, Petitioners' Representative
 Riley and Anne Overbay, Adjoining Property Owners
 Chris McMurry, Land Surveyor
 John R. "Bob" Patterson, Attorney-at-Law
 Debbie Howard, Transcriptionist for Mr. Patterson
 Kevin Oddo, Attorney-at-Law
 Roger Dunagan, Resident, 705 Olney Road, Vinton
 Mick Michelsen, Resident, 225 N. Maple Street, Vinton

AGENDA

- I. Call to Order**
- II. Approval of Minutes:**
 - 1. June 13, 2013 Meeting**
 - 2. October 29, 2013 Joint Meeting**
- III. Closed Meeting**
- IV. Reconvene and Adopt Certification of Closed Meeting**
- V. Public Hearing:**
 - 1. A request by Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on January 5, 1965, to abandon, vacate and deed a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, to the adjoining property owners.**
- VI. Briefing:**
 - 1. Proposed amendment to the zoning ordinance regarding temporary family health care structures (Med Cottages).**
 - 2. Proposed amendment to the zoning ordinance regarding floodplain districts, the issuance of permits for development, and by providing factors and conditions for variances in the floodplain districts.**
- VII. Citizens Comments**
- VIII. Comments of Planning Commissioners and Planning Staff**
- IX. Adjournment**

**PLANNING COMMISSION
PUBLIC HEARING
DECEMBER 10, 2013
PAGE 2**

The meeting of the Vinton Planning Commission was called to order at 6:33 p.m. by Chairman Jones. Roll was called and all members were present.

Minutes from the June 13, 2013, meeting, and the October 29, 2013, joint meeting, were considered for approval. Chairman Jones asked for a motion on the minutes. Mr. Patterson made a motion to approve both sets of minutes as submitted, and Mr. Booth seconded the motion. Roll was called, and all members present voted in favor of the motion to approve two sets of minutes.

The next item on the agenda was a request to convene in a closed meeting, pursuant to § 2.2-3711 (A) (7) of the 1950 Code of Virginia, as amended, for consultation with legal counsel regarding possible disposition of real property. Mr. Booth made a motion to convene a closed meeting at 6:35 p.m., which was seconded by Mr. Patterson. All members voted in favor of the motion.

The Vinton Planning Commission reconvened at 7 p.m. The closed meeting certification, a copy of which will be made a part of the permanent record, was read aloud by Chairman Jones. A motion to reconvene the meeting and approve the closed meeting certification was made by Mr. Patterson and seconded by Mr. Mason. All members voted in favor of the motion.

Next to be heard, was a request by Robert O. and Linda M. Quam, owners of Lot 1, Block 12; and Sherman E. and Barbara B. Sligh; owners of Lot 7, Block 9, of Plat Book 6, Page 30 showing Map of Section Number 4, Bali Hai Subdivision, property of W.E. and Olney G. Cundiff, prepared by C. B. Malcolm & Son and dated August 31, 1964, recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on January 5, 1965, to abandon, vacate and deed a fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive, to the adjoining property owners. Chairman Jones opened the public hearing at 7:05 pm. He read the request aloud. Chairman Jones stated that everyone in the room will have the chance to speak one at a time. He also said that there would be a three to five minute time limit for each speaker. He asked that they refrain from bringing up items that others have already discussed and not to repeat what others have already said. Chairman Jones asked Ms. McMillan for a brief summary of the issue. Ms. McMillan mentioned that Mr. Sligh and Mr. Quam had made a request to close the Daleview Drive right-of-way. She stated that the hearing was advertised as required and that the adjoining property owners were notified. She asked everyone who addresses the Planning Commission about this request to please state their name for the record. The floor was opened for comments. Mr. Quam requested that Mr. Bennett speak on his and Mr. Sligh's behalf. Mr. Melvin Bennett stepped forward and stated his home address—709 Olney Road, Vinton. He said the property owned by the Overbays has been vacant for 48 years. He stated that the original developer planned to develop the lot behind this right-of-way, but the City of Roanoke annexed it before he was able to do so. The driveway that the current owner/developer of the property wants to place in the right-of-way will be shared, but he said that the Town will not regulate if someone parks a big motor home in it. Mr. Bennett said the City of Roanoke should make access available to the lot since it is not in the Town or County. He mentioned that they had submitted a signed petition (a copy of which will be made a part of the permanent record) by the neighbors in favor of the closure of the right-of-way. He asked that they close the right-of-way as requested by Mr. Quam and Mr. Sligh. Mr. Kevin Oddo, attorney for the developer, the Overbays, said he would speak on their behalf regarding this request. He stated that part of the Overbay's property is in the Town, but the majority of it is located in the City of Roanoke. He said that they would like to subdivide the property into two parcels—one 10 acre parcel and one 15 acre parcel. Mr. Oddo said there

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would be no more than two houses built on the property, and the Overbays are willing to put that in writing. He stated that the City will allow the subdivision if Mr. Overbay has access from Daleview Drive. Mr. Oddo said that Mr. Overbay is willing to be reasonable and put everything in writing with the other adjoining owners. He listed seven reasons why the Overbays oppose this request: 1. The request will, if approved, only benefit the Slighs and the Quams. Mr. Oddo said they do not want the two houses behind them so this request, if approved, would stop that. 2. In previous hearings, the people who support the issue now were against it at the earlier meetings. Mr. Oddo read statements from the minutes of previous meetings made by Mr. Quam, Mr. Sligh, and Mr. Bennett indicating that they were against the closure of the right-of-way. 3. The right-of-way has been there for 50 years with no issues. 4. The Overbays bought property based on the plat showing the right-of-way. 5. The Slighs and Quams use the public right-of-way as if it were their own property. Mr. Oddo stated that they have their driveways in it and use it to access their properties, and Mr. Overbay should have same right. 6. If the right-of-way is closed, Mr. Overbay will be irreparably damaged due to City's access requirement from this right-of-way. 7. With regard to the concerns about traffic, there will only be two houses constructed by the Overbays, so the right-of-way will not be a major thoroughfare. Mr. Oddo said that Mr. Overbay plans to construct a driveway that will match what is in the right-of-way now. He said there will be no parade of cars and no one will be parking big RVs there. Mr. Oddo stated that the Overbays ask that the petition to close the right-of-way be denied. Chairman Jones asked for other speakers to come forward on this request. Mr. Riley Overbay spoke next. He stated that he has owned this property for 20 years. He said that all he is asking for is the same rights as what Mr. Quam and Mr. Sligh have had for the last 30 years. He said he is willing to sign an agreement stating that there will only be two houses constructed. Chairman Jones asked for others who wish to speak to come forward. Mr. Bob Patterson, attorney, stood and stated that he also represents Mr. Overbay. He said he had nothing further to add to Mr. Oddo's statements. Mr. Fredrick Michelsen addressed the Commission next. He said he does not have a dog in the fight, so to speak. He said he is concerned, as a citizen of the Town, with taking Vinton resources and using them for a property that is located in the City of Roanoke. Citizens in the area that he talked to were against it. He said he was told that there is another access to this property that may not be as desirable. He does not think it is in the Town of Vinton's or its citizens' best interests. Mr. Quam spoke next. He stated that Mr. Cundiff, the original developer of the subdivision, had promised him years ago that he would always have a corner lot. Mr. Quam said if there is going to be an easement; it is going to have to be for a street. However, he would just as soon have it vacated, as they have requested. He asked what would happen if the City allows more houses to be built back there than just one. He said there could be a hundred houses built on 25 acres. Mr. Quam said he felt there are no guarantees, even if it is in writing. Chairman Jones read the petition from the adjoining owners that said they are in agreement with abandoning and vacating the Daleview Drive right-of-way. Chairman Jones stated that there are 24 names signed on the petition. He said it will be made a part of the permanent record of this meeting. Mr. Booth asked Mr. Oddo if Vinton will be supplying the water for the property. Mr. Oddo said he understands that Vinton would provide the water to the two lots. Ms. McMillan said the City has made that one of the requirements. The Town has agreed to provide the water, but sewer will not be provided which, Ms. McMillan said, is why they can only do two lots. Mr. Booth wanted to know why the City would not provide water for its own citizens. Ms. McMillan said it was cost prohibitive for the City to provide it. Mr. Booth asked why the City requires the access to be through Daleview Drive. Mr. Oddo said he could not answer that since it is the City of Roanoke's requirement. He thinks it is because the Daleview Drive access would come in right between the two lots. Mr. Booth asked why they cannot use the access that is available from Olney Road. Mr. Oddo said the City will not allow it to be subdivided into two lots unless the Daleview Drive

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right-of-way is used. Chairman Jones suggested that they could construct a long driveway from Olney Road to serve the two lots. He asked what needed to be done to get the owners to work together on this issue. Mr. Oddo suggested that either the Town Attorney could try to facilitate a meeting between the owners, or perhaps a private person (a mediator) could work with them and try to help bring about a resolution. He reiterated that Ms. McMillan had just stated that there will only be two lots due to the number of water connections the Town has agreed to provide. Mr. Oddo thinks that the neighbors fear a large subdivision will be built. He said that Mr. Overbay is willing to work with the neighbors to resolve this issue. Mr. Patterson said he would like to see that happen. Mr. Booth asked if there was a way to get to the property from Berkley's Bottom. Mr. Oddo said he asked Mr. Overbay about that today, and unfortunately there is no access from the Berkley Road. Chairman Jones asked if there were other questions. There were no further questions. Mr. Booth said he would like to see the three parties reach a consensus in the matter and come to an agreement. Mr. Mason asked what has stopped the parties from getting together and coming up with an agreement. Mr. Sligh said they were lied to by Mr. Overbay, and they refuse to have anything more to do with him. Mr. Oddo stated that he has no idea what lies Mr. Sligh refers to and said Mr. Overbay does not know either. Mr. Mason said they should attempt to come to an agreement because the Planning Commission has to make its recommendation in the best interest of the Town and its citizens. Mr. Bennett asked if he could speak about what has been brought up. Ms. Michelsen said she would like to hear from him. Mr. Bennett stated that Mr. Overbay lied to Mr. Sligh and Mr. Quam when he told them he had acquired the right-of-way and wanted to give them some of it. He said that the Slighs and the Quams signed a paper giving their ok, but Mr. Overbay did not have the paperwork notarized. Later, the Slighs and Quams realized they had been lied to about the right-of-way by Mr. Overbay. Mr. Bennett said they will not agree to anything. Mr. Patterson, attorney for Mr. Overbay, asked that the Planning Commission table the request so they can try to go through mediation. He said he has seen many cases where it was said there would never be an agreement that have come to one with mediation. Mr. Patterson said the worst that could happen is that mediation will fail, and they will have to come back before the Planning Commission. Mr. Overbay stated that he does not know what the lie is that they speak of and said he has not lied about anything that he knows of. Mr. Overbay said it would be in the best interest of the neighbors to go this route where they have some control over what will be built on the property. Mr. Booth mentioned that if Mr. Overbay comes into the lot from the Olney Road side, he might be able to put more houses back there. Mr. Overbay said that was not the case, but that he could do whatever City zoning allows and the neighbors would have no control over it. Chairman Jones closed public hearing at 7:45 pm. He asked the Town Attorney for some guidance. Ms. Fontana stated that they could table it to give time for mediation, or they could make a recommendation to Council to either vacate it or not. She mentioned that they do need to state the reason as to why they vote they way they do. Ms. McMillan said the Council hearing on this request will be held next week, and they will make the final decision as to whether to table, approve, or deny the request. Chairman Jones asked if, as chairman, he could make a motion. Ms. Fontana said he could not. Mr. Booth asked if Council would vote to table the request. Ms. Fontana said Council would have to make the decision. Mr. Booth said he would like to see the three parties reach an agreement. He made a motion that the Planning Commission table the request for an appropriate amount of time for the parties to reach an agreement. Chairman Jones asked to amend the motion to state that it be tabled for 60 days. Mr. Mason seconded the motion. The roll call vote was recorded as follows: Chairman Jones-"Yes" to tabling the request for 60 days. If no agreement is reached, the Planning Commission will reconvene and vote on it. Mr. Mason-"Yes" because he would like to see the three parties resolve it, rather than the Planning Commission telling them what to do. Mr. Booth-"Yes" because he would like to see it worked out and wants to see the Town and its citizens

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served as best as possible. Ms. Michelsen-“Yes” because she would like to see these folks sit down together to come up with a solution that is best for everyone. She said this is an opportunity for citizens to figure out what they want to do instead of the government telling them what to do. She agrees with the 60 day timeframe, as Chairman Jones amended the motion, due to the holidays. Mr. Booth added that Daleview Drive has been there for years and is not going anywhere in the next 60 days. Mr. Patterson-“Yes”.

The next item was a briefing on the proposed amendment to the zoning ordinance regarding temporary family health care structures (med cottages). Ms. McMillan said Ms. Turman has been working on the amendment. She mentioned that state code requires a provision for med cottages. She said this is the work session on it, and once it is agreed upon, they can have a public hearing on it in January or February 2014. Chairman Jones asked Ms. Turman to provide an update on it. Ms. Turman went over the changes that the state is requiring. She said that there are two required updates: an increase from 30 to 60 days and to allow for occupancy of two for caretaker and patient. Chairman Jones said he is encouraged that the State Government is allowing these. He said the cottages are really advanced – even having sensors in them that alert if someone falls down. Ms. Michelsen mentioned that it is expensive to put people in nursing homes, and you are not sure what kind of care they will get. She said she is supportive of it. Chairman Jones, Mr. Mason, Mr. Patterson and Mr. Booth also said they have no problems with it.

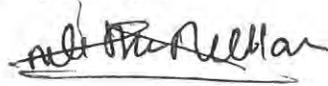
Next to be discussed was the proposed amendment to the zoning ordinance regarding floodplain districts, the issuance of permits for development, and by providing factors and conditions for variances in the floodplain districts. Chairman Jones said he needed help on this ordinance. Ms. Turman stated that the previous version of the ordinance is only 8 pages, and the revised one is about 27 pages. Ms. Turman said that FEMA and the DCR visited the Town, and found that the current ordinance needed to be updated. These changes are mandated in order for the Town to remain a NFIP community and so people will still be able to obtain flood insurance. Ms. McMillan mentioned that the floodplain is an overlay district. Chairman Jones asked if there was anything negative or that stands out in the new ordinance. Ms. Turman mentioned the Cedar Avenue mobile home park, in which many of the trailers are located within the floodplain. She said that FEMA stated that, if a trailer is damaged, the owners will not be allowed to replace it. She said that FEMA has become more restrictive on this. Chairman Jones wondered if they carry flood insurance on the trailers. He also wanted to know if FEMA wants the Town to close the trailer park. Ms. Turman said if the trailers are damaged by flooding, they cannot be replaced. Ms. McMillan mentioned that normally the requirement for commercial construction is that it be built a foot above flood elevation, and residential requires it to be built two feet above flood elevation. She recommended that the owners who might be affected by the changes be notified about when the public hearing on this amendment will be held. Ms. McMillan asked that they read over the information provided to them and email any questions they have to her or Ms. Turman. She said, if they do not have the answer, they will contact FEMA to find out. Ms. Michelsen asked, since FEMA is requiring the updates, if this has to be done regardless. Ms. McMillan said if the Town wants to remain in the NFIP and have flood insurance, they will have to do this update. Chairman Jones said affected property owners definitely should be notified. Ms. McMillan said her office can send letters out soon to allow time for the property owners to ask any questions they may have about it. She stated that the Planning Commission could have the public hearing in February, and Council could hear it in March.

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There were no further citizen comments. In Planning Commission and Staff Comments, Chairman Jones said he thought that tonight's meeting went well. He said that he appreciated town attorney being here for the meeting. He stated that this is a difficult issue. He asked if there was anything else to be discussed. Ms. McMillan said she would like the Planning Commission to review the stormwater regulations at a later date even though they are not a part of the zoning ordinance.

There were no further comments from citizens, commissioners, or staff. Therefore, with there being nothing further to discuss, the meeting was adjourned at 7:13 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Anita McMillan", written over a horizontal line.

Anita McMillan
Planning Commission Secretary

September 11, 2013

Christopher B. Lawrence, Town Manager
Vinton Planning Commission
Town of Vinton Council

We, the property owners at 647 and 701 Olney Road in Vinton, Virginia, request that the undeveloped street known as Daleview Drive be closed and deeded to the property owners, the Quams at 647 Olney Road and the Sleighs at 701 Olney Road, Vinton, Virginia 24179.

Also, we request that this property never be used as a street or road to any other property at any time in the future.

Sherman E. Sleigh
701 Olney Rd.
Vinton Va. 24179
540 985 0972

Barbara B. Sleigh
701 Olney Road
Vinton Va 24179
540 985 0972

Robert O. Quam
647 Olney Rd.
Vinton, Va. 24179
540 34-35217

Linda M. Quam
647 Olney Road
Vinton, Va 24179
540-342-7762

Christopher S. Lawrence, Town Manager
Vinton Planning Commission
Town of Vinton Council

We, the undersigned, are in agreement with the request of the Luame and Slighs to abandon and vacate the fifty (50) foot wide by approximately one hundred and fifty (150) foot long undeveloped right-of-way, known as Daleview Drive.

Name and Address Phone No. Date

Sherman E. Sligh	701 Olney Road	985 0972	12-9-13
Berkau B Sligh	701 Olney Rd	985 0972	12-9-13
L. Day	705 Olney Rd	345-9323	12-9-13
Janice M. Patrick	644 Olney	343-6531	12/9/13
Ken Terry	710 Olney Rd.	343-6450	12/9/13
Jimmy A. Wilson	634 Olney	982-1262	12/9/13
Ann Powell Nicely	715 Olney Rd.	982-6762	12/9/13
Charles L. Sult	1350 Olney	344-8254	12-9-13
Shirley M. Sult	635 Olney	344-8254	12-9-13
Judy Newman	648 Olney	345-1335	12-9-13
Melvin E. Bennett	709 Olney	345-2879	12-9-13
Judith M. Bennett	709 Olney	345-2879	12-9-13
Charla N. Ingram	706 Olney	354-6697	12-9-13
Angela M. Logan	706 Olney Rd	521-3524	12/9/13

Name and Address	Phone No.	Date
Joris Plunk Matthews 807 Olney Rd. Vinton	344-4913	12/9-1
Clarence Matthews 807 Olney Rd. Vinton	344-4913	12/9-1
Mike & Vickie Lewis 702 Olney Rd Vinton	342-3318	12/9/13
Mike & Jeanne Perdue 643 Olney Rd. Vinton	314-3302	12/9/13
PETER + CAROLE GIVENS 627 OLNEY RD VINTON	345 9140	12/9/13
Carole Givens 627 Olney Rd. Vinton	345 9140	12/9/13
Jimmy E. Patall 644 Olney Rd, Vinton	343 6531	12/10/13
Margaret Wood 639 Olney Rd Vinton	345-5018	12-10-1
Robert O. Zean 647 Olney Rd Vinton	342-7762	12-10-1
Linda M. Zean 647 Olney Rd, Vinton	342-7762	12-10-1

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, AUGUST 20, 2013, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

MEMBERS PRESENT: Bradley E. Grose, Mayor
William W. Nance, Vice Mayor
I. Douglas Adams, Jr.
Robert R. Altice
Matthew S. Hare

STAFF PRESENT: Christopher S. Lawrence, Town Manager
Susan N. Johnson, Town Clerk
Elizabeth Dillon, Town Attorney
Ryan Spitzer, Assistant to the Town Manager
Stephanie Dearing, Human Resources Director
Barry Thompson, Finance Director/Treasurer
Ben Cook, Police Chief
Gary Woodson, Public Works Director
Anita McMillan, Planning & Zoning Director
Joey Hiner, Assistant Public Works Director

The Mayor called the work session to order at 6:00 p.m.

The first item related to a briefing on pending VRS issues relative to the January 1, 2014 introduction of hybrid plan covered employees and their legislated short-term and long-term disability benefits. Stephanie Dearing commented that on July 1, 2010, a significant change happened with VRS wherein all employees hired after that date became Plan 2 participants. Up to that point, all participants had the same benefits who worked under a VRS covered position.

Beginning January 1, 2014, all employees hired after that date will be members of a hybrid plan. Those employees will have a combination of a defined benefit and a defined contribution program which will allow these employees to participate in the management of their retirement funds in the VRS. Ms. Dearing further commented that the General Assembly has enacted legislation requiring that those employees also be provided short-term and long-term disability benefits. VRS has worked with UNUM, a national insurance company, to develop a plan in compliance with this legislation to provide said coverage to only members of the new hybrid plan. Town staff has attended several informational meetings sponsored by the VRS and UNUM concerning the plan that will be the measurement by which all other plans will be gaged.

Ms. Dearing reminded Council that because no firemen or police officers will ever fall into the hybrid plan because of the plans currently provided for them, there are 50 employees who potentially in the future could be provided these benefits.

At this time, we need to decide if we want to allow UNUM to provide these benefits or do we want to go with a different provider. We have talked with two other providers up to this point who can provide these benefits. Each plan will have to meet the basic requirements of the General Assembly, but can have many different variables to choose from. Currently the rates quoted from the UNUM plan are \$0.91 per \$100 salary. The other two rates that we have been provided are both less than the UNUM rate. UNUM's quotes are only good for six months and will be set bi-annually by the General Assembly.

Ms. Dearing stated that originally we had to make a decision by September 1st, but the VRS is allowing localities to ask for an extension to November 1st. We are going to request the extension so we will have time to gather more information and make a recommendation to Council by mid-October. The Town Manager commented that VACo and VML are in the process of developing a plan.

The next item was a briefing on the options of purchasing a 250/300 KW Mobile Diesel Generator. Gary Woodson reviewed his prior Power Point presentation regarding the need for a mobile generator for the 3rd Street Lift Station and for a water emergency back-up power source. Out of the ten wells we have, only the Falling Creek well has the proper electrical connection to hook up an emergency generator. Three critical pump stations are the Chestnut Mountain, Lindenwood and Falling Creek.

Mr. Woodson commented that we solicited bids and only Fidelity Power gave us the cost on a permanent mounted generator as well as a mobile generator and they were the low bidder. A 250 KW mobile generator will cost \$86,348.00 or a 300 KW will cost \$92,348.00. The permanent mounted generator was priced at \$29,896.00. Mr. Adams asked if the low bidder was a local company and the response was yes and that Fidelity Power is actually the vendor who looked at our system and wrote the specifications.

Mr. Woodson then covered the cost for electrical connections at the six essential wells which in an emergency situation could supply water for the Town at reduced pressure and flow. The estimated total would be \$38,041.00.

A question was asked about using a smaller generator for some of the wells and the response was there are smaller generators available to hook into some of the lower electrical demand systems. A larger motor would have to have the larger generator, but a smaller motor can use a multiple listing of different types of generators. The large generator would have a panel to adapt to the size required for each well.

Mr. Woodson continued to comment that the estimated cost for electrical connections for future emergency service to all the wells would run an additional \$40,638.00. If we did all the wells we currently have it would cost approximately \$78,679.00.

Mr. Altice said he felt we need a portable generator and a stationary generator. If 3rd Street goes down and you use the mobile one there, you can only operate that one station. We need to look at replacing the one at 3rd Street first and we need back up for the wells too.

Mr. Woodson next presented three options as recommendations from staff. Option 1 would to purchase a 100 KW permanent mounted generator for the 3rd Street location, a 250 KW mobile generator and do the electrical connections for the essential wells for a total of \$154,285.00. Option 2 would be to purchase the mobile generator and do the electrical connections at \$124,389.00 or Option 3 would be to purchase the two generators and not do the electrical connections at \$116,244.00.

There is currently earmarked \$100,000 from last year's budget for a generator purchase. Mr. Woodson suggested Council consider Option 2 which would provide a mobile generator in case of an emergency and hook-ups for the essential wells. At such time that 3rd Street should fail, then the mobile generator could be used and then make a determination at that time to purchase a permanent generator. We could budget for the permanent generator in a future budget. We would also work toward having the electrical connections for all the other wells done, maybe a few each year as the budget allows.

After further questions and comments, the Town Manager commented that the current bid is good for 45 days, so we would have to bring back any item for action at the September 3rd meeting. Vice Mayor Nance stated that he agreed with Mr. Altice that we need both, but he would go with Mr. Woodson's recommendation of Option 2, but keep an open mind with Option 1. Mr. Hare preferred Option 1 because it is a priority to him in case of another emergency like we had in 2011. We have savings and we have raised the rates and he thinks we need to make this investment. Mayor Grose states that the agreement appears to be with Option 1 and Mr. Adams agreed along with Mr. Altice.

In summary, Mr. Woodson stated that if we go with Option 1, we would need to consider budgeting for the other electrical connections in the future. The Town Manager commented that the War Memorial has the connection for the mobile generator and it would be able to run the War Memorial in the event it would need to be our emergency location.

The Town Manager suggested that the Work Session be extended to cover the last item since there were interested parties present. Council agreed and the next item was a briefing on the Daleview Drive license agreement.

The Town Attorney first commented that as Council may recall Daleview Drive is an undeveloped public right-of-way near Olney Road. The Overbays own some property that is mostly located in the City of Roanoke and they want to subdivide that property into two tracts of property. The Overbays wish to access their property through Daleview Drive and want to put a driveway there.

One possible remedy for this is a license agreement wherein the Town gives its permission for someone to encroach on that right-of-way and pave a driveway. The license agreement also provides for indemnity, hold harmless for the Town and the Virginia Code provides for a locality to authorize encroachments upon a public right-of-way subject to the terms and conditions outlined by the governing body. It also provides that the owners or occupants shall be liable for negligence on account of such an encroachment. So the liability goes with that person who is building the encroachment.

A license agreement has been drafted and it provides that it can be revoked by the Town with 60-days' notice. It is not an easement, but merely permission. The Town Attorney further commented that she could not present to Council that the Overbays will sign the license agreement in the form that has been prepared because it is not the agreement that they desired.

The Town has also received a letter from the adjoining property owners requesting the Town to consider vacating the undeveloped right-of-way pursuant to Virginia Code. If the right-of-way is vacated, then it will be divided between the two adjoining property owners. If the Town is interested in vacating the right-of-way, we would have to give notice and have a public hearing. If it were to be found that the owner of any lot shown on the plat is shown to be irreparably damaged, then the vacation of that right-of-way could be overturned by the Court. The Town Attorney commented that there is other access to the property.

The Town Manager commented that the right-of-way is there because of the original subdivision plat. The right-of-way is intended for a future road to be built and our subdivision code requires that to subdivide property it must be on a publicly owned and maintained street. The requirement is that the Overbays build a public street into their property with a cul-de-sac which is a very expensive project for a small number of lots. That is why they are asking permission to build a

private driveway and not a road. The neighbors who the Town Manager spoke with yesterday would be in agreement with a public road.

This property has two points of access, Daleview Drive and the end of Olney Road. Olney Road needs no approval from the Town because the right-of-way and the property come right up to each other with a public street and they have every right to build a driveway into it. The license agreement is a way to be able to provide an option for Council's consideration in working with all the property owners.

Vice Mayor Nance asked if the Town would have any long-term interest or plan for the right-of-way and the response was no since it goes to City property. Mr. Nance further commented that it appears the Overbays do not want to work with the two citizens that have been there and are trying to use the Town as an agent to get what they want at less than what is normally deemed sufficient for a right-of-way. And the Overbays do not even want the license agreement that we are being asked to consider.

The Town Attorney stated that she would recommend that Council not vote on a license agreement to which the other party has not agreed. Also, since there is also now a request to vacate the right-of-way, it would be better to postpone any consideration until we hear from any parties as to the request to vacate.

Mr. Melvin Bennett of 709 Olney Road commented that Mr. Overbay approached the two property owners, Mr. Sligh and Mr. Quam, and stated that he had acquired the driveway and had it closed. He then stated that he did not need all of it and he was going to give both of them 15 feet each and he was going to take 20 feet. They signed a statement to that fact, but did not get it notarized.

Two days later they all got a letter stating that a request had been made to close the street. At that time he did not know about the visit from Mr. Overbay and thought that the Town was giving them the property, but later found out what Mr. Overbay had done. Mr. Bennett stated the statement they signed was not notarized. At the Planning Commission Public hearing, the Overbays withdrew their request.

Mr. Bennett further commented that now Mr. Overbay has requested that rather than vacate the property, he wants to run a driveway down it. The concern is that if he gets this driveway, it is going to be a shared by at least three people and no one knows what might happen later on in the City of Roanoke. They could rezone the property and all of the traffic would be coming through this driveway. Even though we might not like it, he does have the right to develop it as a

public street and we have no legal cause for objection.

Originally the Town said they would give this to the adjoining owners and we would like for the Town to consider doing that now since the street is of no value to the Town. Mr. Hare asked if it was their intent to get Mr. Overbay to buy the property once the Town vacates it to them and Mr. Bennett said absolutely not.

After further comments the Mayor asked if the Town vacates this right-of-way and in the future these gentlemen or someone else decided to sell the property for an entrance, would it then have to be fully developed as a street. The response was not once it is vacated, it becomes a private driveway. The Mayor expressed his concern also about what the City might allow to develop on the adjoining property in the future.

Vice Mayor Nance indicated that he plans to make a motion to delay any action on the license agreement until the motion to vacate is decided. The Town Manager commented that the vacation request would go back to the Planning Commission and they would follow the normal process to vacate a right-of-way.

The Work Session adjourned at 7:25 p.m. and Council took a five minute recess.

The Mayor called the regular meeting to order at 7:30 p.m. The Town Clerk called the roll with Council Member Adams, Council Member Altice, Council Member Hare, Vice Mayor Nance, and Mayor Grose present. After a Moment of Silence Mr. Altice led the Pledge of Allegiance to the U.S. Flag.

Roll Call

Vice Mayor Nance made a motion that the consent agenda be approved as presented; the motion was seconded by Mr. Adams and carried by the following vote, with all members voting: Vote 5-0; Yeas (5) – Adams, Altice, Hare, Nance, Grose; Nays (0) – None.

Approved minutes of the July 16, 2013 Council meeting

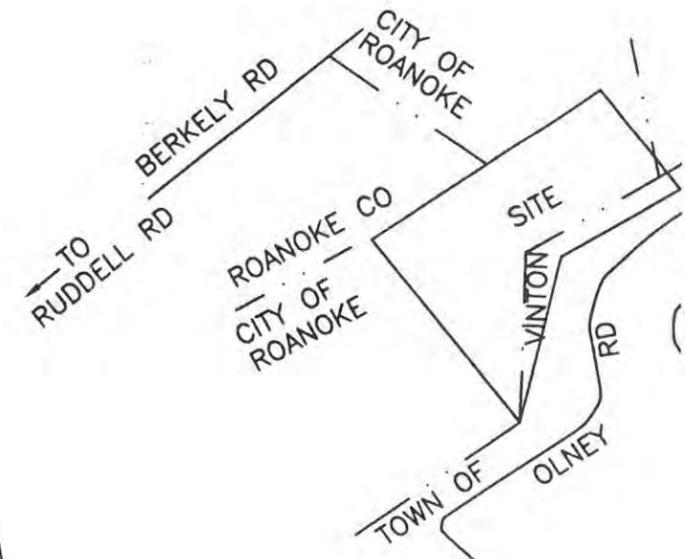
Chief Book introduced two new Police Officers, Officer James Spence and Michael Caldwell and made brief comments. Officer William Welch will be introduced at the next meeting.

Vice Mayor Nance read a letter from Chief Cook naming Police Officer Gregory Quesinberry as Officer of the Month for July 2013.

Under citizens' comments and petitions, Glenn Marshall of 529 Tinker Avenue, Vinton, commented that he moved to Tinker Avenue about a year and a half ago from

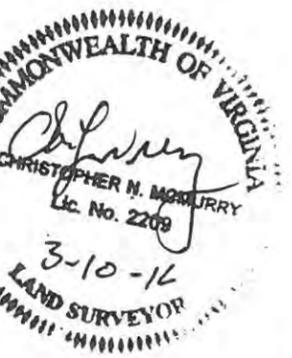
BEARING	DISTANCE
S 59°06'40" E	30.31'
S 30°53'20" W	50.00'
N 59°06'40" W	36.00'
N 46°08'00" W	84.80'
N 84°47'46" W	64.04'
N 85°54'00" W	90.34'

LEGEND:
 ● IRON FOUND
 ▲ 5/8" REBAR SET
 ○ DEED POINT



CERTIFY THAT THIS PLAT
 Y AND RECORDS TO THE BEST OF MY BELIEF AND
 E I S CORRECT.

Christopher N. McMurry
 3-10-16
 HER N. MCMURRY 002209 DATE



Thompson 3/30/16
 SUBDIVISION AGENT DATE
Thompson 3-10-2016
 AGENT DATE

OFFICE FOR THE CIRCUIT COURT OF ROANOKE COUNTY,
 MAP WAS PRESENTED AND WITH THE CERTIFICATE OF
 THERETO ANNEXED IS ADMITTED TO RECORD AT
 P. M. ON THIS 29 DAY OF
 2016.

IN THE CLERK'S OFFICE FOR THE CIRCUIT COURT OF ROANOKE,
 VIRGINIA, THIS MAP WAS PRESENTED AND WITH THE CERTIFICATE OF
 ACKNOWLEDGEMENT THERETO ANNEXED IS ADMITTED TO RECORD AT
 12:51 O'CLOCK P. M. ON THIS 29 DAY OF
 March 2016.
 TESTE: BY: *Janet M. Collier, DC*



Town Council Agenda Summary

Meeting Date

October 4, 2016

Department

Administration

Issue

Briefing on the proposed on the proposed granting of a telecommunications franchise to Lumos Networks, Inc.

Summary

In October 1990, Lumos Networks, Inc., a Virginia Corporation, fka Roanoke & Botetourt Telephone Company was granted a telecommunications franchise in the Town of Vinton. This franchise has expired and they have requested that the franchise be renewed. The Franchise renewal period will be for fifteen (15) years from the effective date of the agreement. The franchise is not an exclusive franchise and does not prevent the Town from granting to any other person, firm or corporation the same or similar franchise rights and privileges to be exercised in or upon its streets. It gives Lumos the right to use the streets of the Town to operate and maintain a fiber optic telecommunication system within and along the streets of the Town.

Some of the specific items contained in the franchise agreement are:

- if Lumos should cut pavement, sidewalks, curbs, gutters or other portions of streets that they will restore disturbed or damaged property to its former condition at its own expense in a manner acceptable to the Director of Public Works
- Lumos shall indemnify and hold free and harmless the Town, its officials, officers, agents and employees from and against any and all loss, cost or expense.
- Lumos shall provide suitable evidence of insurance with limits of not less than \$2,000,000 combined single limit for loss of life or injury to one or more persons and for property damage as a result of one incident.
- Lumos shall require substantially identical indemnification and insurance coverages in favor of the Town, its officials, officers, agents and employees, from any independent contractor or other entity working on its behalf in Town right-of-way.
- Lumos also pays the Public-Right-of-Way Use Fee to the Town on a quarterly basis.

Attachments

Proposed Telecommunications Franchise Agreement

Recommendations

No action required

TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of October, 2016, by and between the TOWN OF VINTON, VIRGINIA, a Virginia municipal corporation ("Grantor"), and LUMOS NETWORKS, INC., a Virginia corporation ("Grantee").

WHEREAS, Grantee (fka Roanoke & Botetourt Telephone Company) was granted a telecommunications franchise in the Town of Vinton on October 16, 1990, which has expired; and

WHEREAS, Grantee has requested to renew or continue its franchise in the Town under the same conditions as the previous franchise; and

WHEREAS, Grantor has reviewed the proposal for a Telecommunications Franchise of Grantee; and

WHEREAS, Grantor, at a duly authorized and regular meeting of its Town Council, did vote to grant a renewal of the Telecommunications Franchise to Grantee pursuant to provisions of the State Code and Town Charter.

NOW, THEREFORE, in consideration of said grant of renewal of the Telecommunications Franchise, the parties agree as follows:

Section 1. Definitions.

As used herein, the following words and phrases shall have the following meanings, unless a contrary intent appears from the context of the provision therein used:

- a. "Town" or "the town" means the Town of Vinton, Virginia.
- b. "Fiber optic equipment" includes fiber optic cable and associated equipment including poles, wires, cables, conduits and appurtenances necessary to the sale and distribution of telecommunication services in and along the streets, alleys and other public ways in the Town, identified and permitted under the provisions of this franchise and as permitted to be utilized by Grantee by the then existing rules, regulations and laws governing said telecommunication services.
- c. "Grantee" or "the grantee" means Lumos Networks, Inc.
- d. "Street" or "the streets" means the streets, alleys, avenues, highways, and/or other public ways owned by or subject to the control of the Town.
- e. "In the streets" shall be construed and understood to include "under, along or over the streets," when the physical situation so applies;
- f. The term "Services" is used in this Agreement in the sense of products or commodities furnished by Grantee and equipment, apparatus, and facilities devoted to the purposes in which Grantee is permitted to be engaged by the then existing regulations and laws governing telecommunication services, and in the manner and as permitted under the provisions of this franchise.

g. "Director of Public Works" means the Director of Public Works in the Town of Vinton or such other officer or official of Town government, or other person, charged by the Town Charter or Town Council with responsibility and authority over the maintenance of public streets and public property in the Town regardless of the title then assigned such person.

h. "Fiber Cable" means that plastic coated sheathing used to house optical glass fiber.

Section 2. Grant of Authority.

Subject to the provisions, conditions and restrictions set forth in this Agreement or herein referred to, there is hereby granted to Lumos Networks, Inc., Grantee, for a period of fifteen (15) years from the effective date of this Agreement, the right to use the streets of the Town to operate and maintain a fiber optic telecommunication system within and along the streets of the Town, and, for these purposes, to construct, erect, maintain and use and, if now constructed, to continue to maintain and use and operate, its fiber optic equipment, including necessary manholes, in, under, across, over, and along the streets within the corporate limits of the Town.

Upon the expiration of the term for which this franchise is granted, or upon expiration of any renewal or extension of the original term hereof, or upon earlier termination as provided herein, the Grantee shall, upon receipt of the written request of the Town, at its own expense, remove all fiber optic equipment from all streets, public ways, within the Town and, should Grantee refuse or fail to comply with this provision, the Town shall have the right to remove said equipment at a cost to be borne by the Grantee and the Town shall not be liable to the Grantee for any damages resulting therefrom, except for damages that result from any negligent or willful act by the Town, its employees or agents.

Section 3. Territorial Area Involved.

The franchise relates to the present territorial limits of the Town, and to any area henceforth added to the territorial limits of the Town during the term of this franchise, or any renewal or extension thereof.

Section 4. Use of Streets.

a. General Control and Location of Lines and Conduit. The Grantee, in connection with any digging it shall make in the streets in the Town, shall be subject to the provisions of this franchise and to all applicable ordinances, laws, and regulations. All poles erected by the Grantee shall be neat and symmetrical and shall be so located as to in no way interfere with the safety or convenience of persons traveling on or over the streets and public places. The Town reserves the right at any time by resolution of Town Council or otherwise through proper representatives of the Town to further or specifically designate the locations of any poles, lines, cables, or conduits, with reference to other municipal facilities such as sewer and water mains, signal poles and lines, drainage facilities, and other services, or to other facilities such as gas lines, public electric utilities or railway message, telephone and telegraph lines, signal or power lines in such a manner as to promote the public safety and to protect public property. Failure by the Town to so designate shall not relieve the Grantee of responsibility in matters of public safety as

hereinbefore specified. Town further reserves the right to establish by ordinance or resolution, and Grantee hereby agrees to comply with any reasonable regulation for the convenience, safety, and protection of its citizens as now in effect or as may be adopted in the future, including, without limitation, requiring substitution of underground conduit for overhead cable or vice-versa, or requiring transfer of cable from the front or rear of property. At least thirty days prior to any installation, removal, or relocation, Grantee shall submit detailed plans of proposed action for approval by the Town Manager. An exception to this requirement for the submission of detailed plans shall be permitted in cases of repair of the fiber optic equipment or emergencies involving public safety. The Town Manager shall approve such plans or communicate reasons for disapproval within thirty days or earlier of submittal. The Grantee shall construct and locate poles, lines and conduits so as not to interfere with the construction, location and maintenance of sewer and water service lines or mains. The Town may restrict the location of service lines, appurtenances or facilities of the Grantee from parkways or parkway drive wherein such would conflict with appearance standards or may require, as an alternate thereto, the construction wholly or in part of underground conduit, appurtenances or facilities.

b. For the purpose of installing, operating and maintaining the wire, cables and appliances, fixtures and appurtenances necessary to the fiber optic telecommunication system, the Grantee shall be required, whenever reasonably possible, to use the poles and conduits of others. Others are defined as public utilities, including the Town, the electrical utility, and the telephone utility which have authority or a franchise to construct, install and maintain poles, towers and conduits within the Town. All underground facilities which are required to pass in or under portions of public rights-of-way including, but not limited to, easements, alleys, sidewalks, and streets, shall be housed in conduit of not less than two (2) inches in diameter. All underground cable installed in conduits or ducts shall be of the polyethylene jacketed type or an equivalent direct burial type.

c. Disturbance of Streets - Restoration.

(1) Written permits, in any or all cases shall be obtained by the Grantee from the Director of Public Works of the Town before and whenever it becomes necessary for the Grantee to excavate in the streets of the Town in order to install, repair, replace, construct or extend any of the fiber optic equipment or services therein or thereon. Such permits, further, shall state the particular part or point of the streets where said construction or excavation is to be made and the length of time in which such permits shall authorize such work to be done. An exception to this requirement for a permit or permits shall be permitted in cases of emergency repair of the fiber optic equipment or emergencies involving public safety. In all such cases, Grantee shall provide appropriate notice as soon as reasonably possible, and in any event no later than the close of business on the next Town working day.

(2) Immediately after fiber optic equipment is installed or repaired by Grantee, the incidental trenches or excavations shall be refilled by the Grantee in a manner acceptable to the Director of Public Works. Pavement, sidewalks, curbs, gutters or other portions of streets or public places destroyed, disturbed or damaged by such work shall be promptly restored and replaced with like materials to their former condition by the Grantee at its own expense; however, where it is necessary, and if expressly permitted by the Town, in order to

restore disturbed or damaged property to its former condition the Grantee may or shall use materials whose type, specifications or quantities exceed or are different than those used in the original construction or installation and the Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk paving, rather than replacing only the area actually cut, the Grantee shall replace the full width of the existing walk and the full length of the section or sections cut, a section being defined as that area marked by expansion joints or scoring. The Grantee shall, in any street, promptly remove or correct any obstruction or defect therein which may have been caused by the Grantee or its agents in the installation, operation or maintenance of the Grantee's facilities. Any such obstruction or defect which is not promptly removed, repaired or corrected by the Grantee after proper written notice, given by the Town to said Grantee at Grantee's principal place of business may be removed or corrected by the Town, and costs thereof shall be charged against the Grantee and may be enforced as a lien upon any of its properties or assets. Expenses of damage, relocation or replacement of Town utility lines, sanitary sewers, storm sewer, and storm drains, where such expenses results from construction or maintenance of the Grantee's lines or facilities, shall be borne by the Grantee and any expenses incurred in connection therewith by the Town shall be reimbursed by the Grantee.

(3) The Grantee shall not open, disturb or obstruct, at any one time, any more of such public streets than may, in the opinion of the Director of Public Works, be reasonably necessary to enable it to proceed in laying or repairing its fiber optic equipment. Neither shall the Grantee permit any such street, sidewalk or public place, so opened, disturbed or obstructed by it in the installation, construction or repair of its fiber optic equipment, to remain open or the public way disturbed or obstructed for a longer period of time than shall, in the opinion of the Director of Public Works, or other proper official of the Town, be reasonably necessary. In all cases where any street or public place shall be excavated, disturbed or obstructed by the Grantee, the Grantee shall take all precautions necessary or proper for the protection of the public, shall obtain all required permits and approvals and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

(4) Whenever the Town shall widen, reconstruct, realign, pave or repave any street or public place, or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection, or other municipal works or utility, it shall be the duty of the Grantee, when so requested in writing by the Town, to change its lines, conduits, services and other property in the streets or public places, and/or areas adjacent thereto, at Grantee's sole expense so as to conform to the new widening, location, alignment or grade of such street or public place and so as not to interfere with the conduits, sewers and other mains as constructed or reconstructed. Upon written notice by the Town of its intended work, above specified, the Grantee shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the Town for such construction, reconstruction or improvements. However, the Grantee shall not be required by the Town to relocate fiber optic lines, whether above or below the ground elevation, when the street or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to a public improvement.

(5) The Town Council may require that written permits, in any or all cases, be obtained by the Grantee from the Director of Public Works before and whenever it becomes necessary for the Grantee to install, construct, extend any fiber optic lines, poles, towers or conduits or services on, over or under any bridges or viaducts which are part of the street system of the Town; provided, however, that exception to the requirement of permits shall be provided in cases of emergencies involving public safety. In all such cases, Grantee shall provide appropriate notice as soon as reasonably possible, and in any event no later than the close of business on the next Town working day. All provisions of this Agreement shall be applicable to said installation, construction, extension or repair on, over or under any such bridge or viaduct provided that the factors of appearance and achievement and maintenance of structural design requirements of the bridge or viaduct shall be assured.

Section 5. Maps and Plats.

The Grantee shall, upon written and reasonable request at any time from the Town Manager, or other official designated by the Town Manager, make available or furnish to the Town Manager, or other designated official, maps, plats or plans, or copies thereof; showing the location but not necessarily the use of any or all of its fiber optic equipment and other structures located in, under and along the streets and public places of the Town.

Section 6. Taxes.

Nothing in this Agreement shall be construed to prevent the Town, hereafter and from time to time, from levying any lawful tax on the properties of the said Grantee.

Section 7. Safety Methods and Equipment.

The Grantee will maintain all its property, equipment and facilities, including without limitations its poles, wires, conduits and fiber optic equipment within the Town in good and safe order and operating condition through the term of the franchise.

Section 8. Tree Trimming.

The Grantee shall comply with all applicable requirements and regulations of the Town prior to and while engaging in the removal, cutting or trimming of trees or vegetation in or along Town streets. All trimming by Grantee shall be performed in a safe and orderly manner and in compliance with the pruning standards of the National Arborists Association, as amended.

Section 9. Liability.

a. **Damage Claims.** Grantee shall indemnify and hold free and harmless the Town, its officials, officers, agents, and employees, from and against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever including, without limitation, injury, death or damage to persons or property, that may arise out of or result from the presence,

construction, operation, maintenance or use by Grantee, its agents, employees, or invitees of the fiber optic equipment under the terms and conditions of this franchise or the exercise by Grantee of any right granted by or under this franchise.

b. Insurance. Grantee shall, at its expense, prior to any use or entry upon Town streets or property and at all times during the term of this franchise, maintain and provide the Town with suitable evidence of both (1) broad form contractual liability insurance coverage including the indemnification obligation set forth in Section 9.a. above, and (2) comprehensive general public liability insurance coverage including, but not limited to, motor vehicle liability coverage naming Grantee, its employees, affiliates, or contractors as insureds and naming the Town of Vinton, its officers, officials, agents and employees as additional insureds, insuring against on an occurrence basis all claims, loss, cost, damage, expense and liability from loss of life or damage or injury to persons or property arising out of Grantee's use of Town streets or property. Said policies shall have limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit for loss of life or injury to one or more persons and for property damage as a result of one incident.

c. Grantee shall require substantially identical indemnification and insurance coverages as set forth in Sections 9.a. and 9.b. above in favor of the Town, its officials, officers, agents and employees, from any independent contractor or other entity working on its behalf in Town right-of-way.

Section 10. Approval of Transfer.

No sale, assignment or lease by the Grantee of the franchise or of the privileges granted hereunder shall be permitted or effective without prior approval by the Council of the Town. As a condition to consideration by the Council of a sale or assignment, the Grantee shall file with the Town Manager written notice of the proposed sale or assignment and the vendee or assignee shall similarly file an instrument, duly executed, reciting the fact of such proposed sale or assignment, offering to accept the terms of this franchise, and agreeing to perform all of the conditions thereof.

Section 11. No Exclusive Franchise.

The rights herein granted the Grantee to construct, maintain or operate its fiber optic telecommunication system in the Town, as set forth herein, or to perform any other act or exercise any other privilege granted or provided for in this franchise shall not be construed as exclusive or as preventing the Town from granting to any other person, firm or corporation the same or similar franchise rights and privileges, to be exercised in or upon its streets and such of the same and parts thereof as the Town may deem best or choose to allow, permit, give or grant.

Section 12. Lien of Town.

All debts, penalties, or forfeitures accruing to the Town under the terms of this Agreement shall constitute a lien upon the property and franchises of the said Grantee within the Town, subject, however, to then-existing prior liens.

Section 13. Jurisdiction of Government Regulatory Commissions.

Where any provision of this franchise is in conflict with any lawful rule of the State Corporation Commission of Virginia, or of any other duly constituted body or commission legally authorized to prescribe rules governing the conduct of the Grantee within the Town, so that the Grantee cannot reasonably comply with both the provisions of this franchise and the rule of such commission or body, then the Grantee shall comply with such specific rule instead of the conflicting specific and individual provisions of this franchise, but the Grantee shall comply with each and all of the provisions of this franchise where such can be done without violating valid statutes or rules of the said commission or body.

Section 14. General Ordinances of the Town.

The rights and privileges herein granted are expressly subject to the conditions, limitations and provisions contained in the general ordinances of the Town in force relative to the use of streets or public places of said Town, so far as they may be applicable, to the rights and privileges herein granted, and to any and all ordinances which may be hereafter passed by the Town applicable thereto in the exercise of the police power or any other power vested in the Town for the regulation of public service corporations using the streets of the Town; and the Town expressly reserves the right to pass all such reasonable ordinances for the regulation of the use of the streets and public ways and places, and for the exercise of the rights and privileges herein granted.

Section 15. Costs of Advertisement.

The successful bidder shall pay to the Town all costs for the advertisement for bids and of this Agreement.

Section 16. Public Rights-of-Way Use Fee and Bond.

Grantee acknowledges that the Town has adopted the public rights-of-way use fee authorized by Virginia Code § 56-481.1 and as set forth in the Vinton Town Code §§ 82-61, et seq. Grantee agrees to collect the fee from each end user of its services in the amount proscribed by statute and remit same to the Town Treasurer.

Grantee shall, upon the effective date of this franchise, deliver to Town and maintain during the term hereof a bond with approved corporate surety or an irrevocable letter of credit with Town as beneficiary in the amount of \$25,000.00 to insure Grantee's compliance with its obligations hereunder including, without limitation, the timeliness and quality of any required repair or restoration work, or removal of Grantee's lines upon expiration or termination of the franchise.

Section 17. Effective Date.

This Agreement shall be in force and effect upon passage and upon Grantee accepting the grant by execution in duplicate and delivery to the Town Clerk of the written acceptance set out in Section 21 hereof.

Section 18. Termination and Forfeiture of Franchise.

a. Upon the termination of this franchise and the rights granted hereunder, whether by expiration or forfeiture, Town Council may direct and require the Grantee to remove its fiber optic equipment from the streets and public ways within sixty (60) days. Should Grantee fail to comply with this provision, the Town shall have the right to remove said equipment at a cost to be borne by the Grantee and the Town shall not be liable to the Grantee for any damages resulting therefrom, except for damages that result from any negligent or willful act by the Town, its employees or agents.

b. In addition to all other rights and powers of the Town by virtue of this franchise or otherwise, the Town reserves the right to terminate and cancel this franchise and all rights and privileges of the Grantee hereunder in the event Grantee:

(1) Violates any provision of this franchise, except where such violation is without fault or through excusable neglect or is in compliance with a valid and enforceable rule, regulation, order or mandate of a State or Federal law or agency which preempts the Town's rule, order or determination.

(2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.

(3) Attempts to evade any of the provisions of this franchise or practices any fraud or deceit upon the Town.

c. Upon the happening of an above described event, the Town shall send written notice to the Grantee at the last business address of said Grantee indicating the manner in which the forfeiture or violation has taken place. The notice shall also specify a time and place for a hearing at which the Grantee shall have the opportunity to show cause why said forfeiture or termination should not take place. After such hearing or opportunity for hearing, Town Council may, by resolution, either terminate this franchise or extend the same upon such conditions as it deems correct.

Section 19. Notices

All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first-class, postage prepaid, by certified mail, return receipt requested, addressed to:

GRANTEE:

Attn: Mary McDermott, Senior VP
Legal & Regulatory Affairs
Lumos Networks, Inc.
One Lumos Plaza
Waynesboro, VA 22980

TOWN:

Attn: Town Manager
Town of Vinton
311 S. Pollard Street
Vinton, Virginia 24179

Section 20. Town Use of Grantee Facilities.

When requested in writing by the Town, Grantee shall provide suitable space equivalent to one (1) crossarm (in vertical and horizontal spacing) on each pole erected, riser conduits, and control cabinets, equivalent to one (1) duct in each of the conduits constructed, and if direct burial is used shall provide one town cable or tubing, free of charge and for the purpose of carrying wires of the Town's telegraph, telephone, alarm, signal or radio system, provided the said wires are placed and maintained in such a manner as may be reasonably prescribed by the Grantee, and in no case used to carry electric light or high-tension currents. Whenever it becomes necessary for the Grantee to move the Town's said wires for the Grantee's own purposes, such removal shall be at the cost of the Grantee and under supervision of the Director of Public Works, and such wires shall be promptly replaced by the Grantee at its expense. In case of any emergency or public disaster, the Grantee shall, upon request of the Town, make available its facilities to the Town for emergency use at no cost to the Town. The Grantee further agrees to make available to the Town during the period of the emergency and without cost to the Town such personnel as may be required to operate the facilities whereby the Mayor or other authorized representative of the Town may communicate with the citizens of the Town.

Section 21. Acceptance.

The undersigned, Lumos Networks, Inc., hereby accepts the grant and each and all of the provisions, conditions, and limitations of this Agreement of the Town of Vinton, adopted by the Council of the Town of Vinton as Ordinance No. _____, on the 18th day of October, 2016, and hereby covenants and agrees that it will perform and discharge each and all of the duties and obligations imposed upon it as Grantee in and under said Agreement, and that it will be bound by each and all of the terms, conditions and provisions therein contained.

(Signature Page Follows)

IN WITNESS WHEREOF the Town of Vinton and Lumos Networks, Inc., has caused this Agreement and written acceptance of the franchise granted herein to be executed by their duly authorized representatives:

TOWN OF VINTON:

Barry W. Thompson, Town Manager

Date: _____

LUMOS NETWORKS, INC.

Mary McDermott

Mary McDermott, Senior VP - Legal &
Regulatory Affairs

Date: *Sept. 27, 2016*

APPROVED AS TO FORM:

Town Attorney



Town Council Agenda Summary

Meeting Date

October 4, 2016

Department

Administration

Issue

Briefing on a proposed Resolution to approve an application for an allocation of funds up to \$200,000 to be matched through the Virginia Department of Transportation Fiscal Year 2017-2018 Revenue Sharing Program

Summary

There is now a requirement for all funding agreements to be accompanied by documentation for a local official (in most cases a County Administrator, Town or City Manager) to be authorized to execute agreements on behalf of the locality. This is being referred to as Signatory Authority. There is also a requirement for all agreements to be accompanied by a commitment of local funds for any PE, RW and CN phase costs over and above the available VDOT funding. This is being referred to as Budgetary Commitment. These two requirements are confirmation of the locality's commitment to the projects originally applied for in the various funding programs as well as confirmation of the local funds required to fully fund your projects.

In an effort to streamline these confirmation requirements the attached Resolution has been drafted with language that will satisfy the Revenue Sharing Program commitments on an annual basis. This resolution could be used as the yearly required Resolution to apply for the funds, as well as the authority for a local official to sign the agreements and as the locality's budgetary commitment.

Attachments

Proposed Resolution

Recommendations

No action required

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, OCTOBER 18, 2016 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA 24179.

WHEREAS, the Vinton Town Council desires to submit an application for an allocation of funds up to \$200,000 to be matched through the Virginia Department of Transportation Fiscal Year 2017-2018 Revenue Sharing Program; and

WHEREAS, the Vinton Town Council hereby supports this application for an allocation of funds up to \$200,000 to be matched through the Virginia Department of Transportation Revenue Sharing Program; and

NOW, THEREFORE, BE IT RESOLVED THAT: The Vinton Town Council hereby agrees to commit to their share of the total cost for preliminary engineering, right-of-way and construction of the project(s) in accordance with the project financial documents.

BE IT FURTHER RESOLVED THAT the Vinton Town Council hereby grants authority for the Town Manager to execute project agreements for any approved revenue sharing projects for Fiscal Year 2017-2018.

This Resolution was adopted on motion 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

October 4, 2016

Department

Council

Issue

Appointments to Boards/Commissions/Committees

Summary

Council needs to nominate and appoint for the following:

Planning Commission

William Booth's term will expire on October 31, 2016. He has been contacted and is willing to serve another four-year term.

Attachments

None

Recommendations

Nominate individual and motion to approve



Town Council Agenda Summary

Meeting Date

October 4, 2016

Department

Administration

Issue

Follow-up discussion on the presentation at the September 20, 2016 Council meeting by Carl Palmer, General Manager for GRTC d/b/a Valley Metro.

Summary

Council will review and discuss the presentation and other information provided to Council in Dropbox with regard to the public transit service provided to the Town. It is anticipated that Council will create a list of questions to be forwarded to Mr. Palmer to receive his responses which can be reviewed and discussed at the upcoming Council Strategic Planning Retreat on October 24th.

Attachments

September 20, 2016 PowerPoint presentation

Recommendations

No action required

Vinton Council Presentation

September 20, 2016

Valley Metro Service - Vinton
Operating Expenditures:
Impacts/Trends



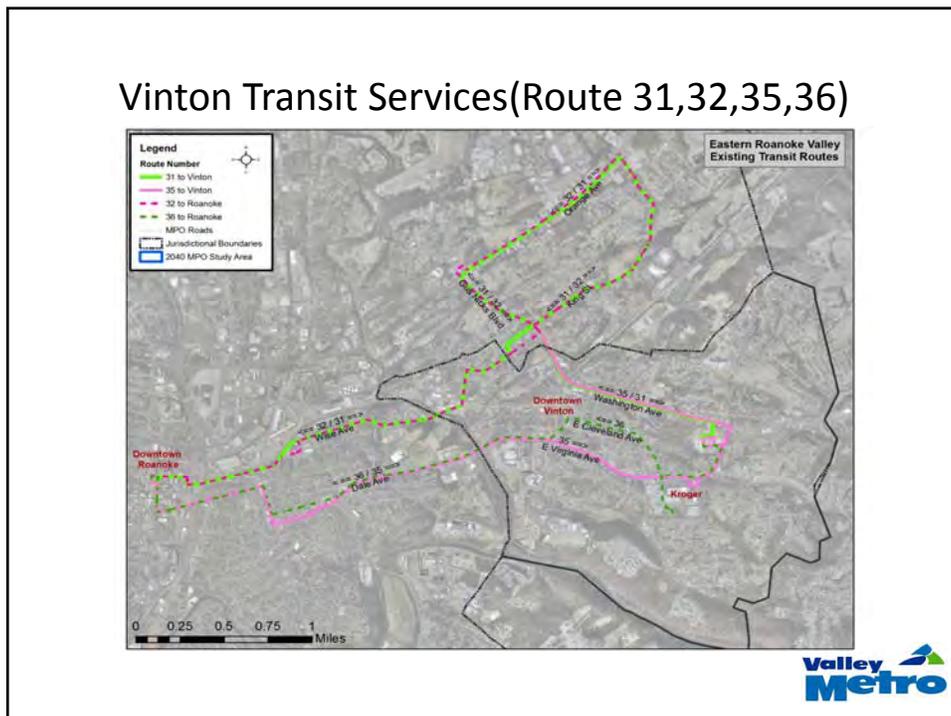
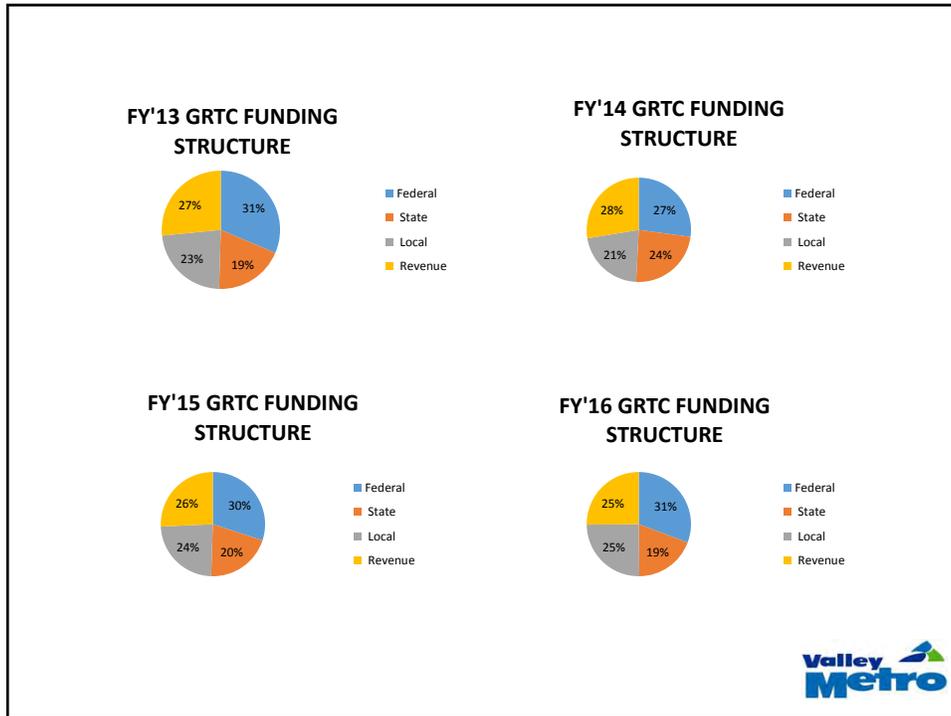
Transit Services Overview

The Greater Roanoke Transit Company (GRTC) provides local and regional public transportation serving the Roanoke Valley and the New River Valley.

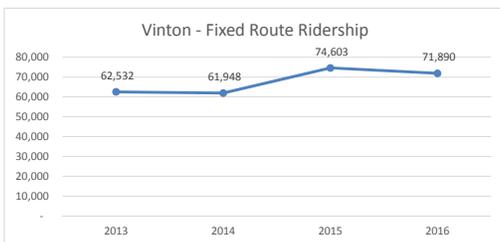
- Valley Metro Local Fixed Routes (Vinton)
- STAR Complimentary Paratransit (Vinton)
- Smart Way
- Smart Way Connector
- Star Line Trolley

FY' 16 Annual Ridership: 2,231,222



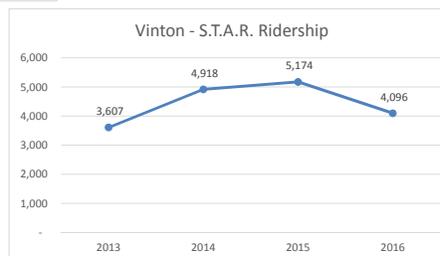


Vinton Transit Services(Route 31,32,35,36)



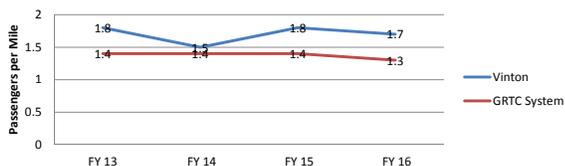
Vinton % of Total Ridership
 FY 13 – 2.6%
 FY 14 – 2.6%
 FY 15 – 3.2%
 FY 16 – 3.2%

Vinton % of Total STAR Ridership
 FY 13 – 5.8%
 FY 14 – 6.7%
 FY 15 – 6.9%
 FY 16 – 5.6%



Vinton Transit Services(Route 31,32,35,36)

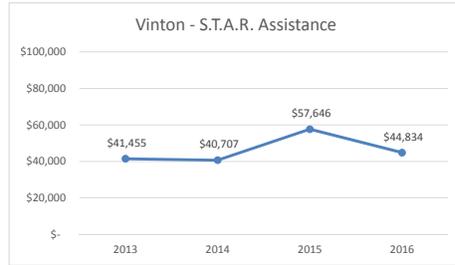
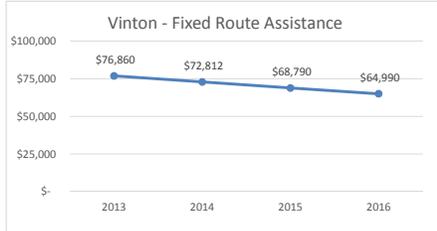
Vinton Service/GRTC System Passenger Per Mile Comparison



Vinton Service/GRTC System STAR Cost Per Ride Comparison



Vinton Transit Services(Route 31,32,35,36)



Vinton Transit Services(Route 31,32,35,36)



Vinton Transit Services(Route 31,32,35,36)

Valley Metro ADA Service Program Management Initiatives

- Third Party Eligibility Determination;
- New Fixed Route Transit Pass Program;
 - ✓ 7-Day,
 - ✓ 24 Hour
 - ✓ 31-Day
 - ✓ 15-Ride
- One staff member dedicated to monitoring paratransit activities;
 - Planning STAR Recertification Process
 - Monitor STAR monthly pass activity (plans to set limit on free rides)
- “Fare Free” fixed route service for STAR certified passengers;



Vinton Transit Services(Route 31,32,35,36)

- Factors Influencing Costs
 - Labor
 - Materials & Supplies
 - Utilities
 - STAR service & associated costs
- Cost Mitigation Strategies
 - Fixed Price Contract for Fuel
 - Fuel Efficient “mini-hybrid” Buses



Vinton Transit Services(Route 31,32,35,36)

Conceptual Vinton Service Modifications

- Modify Routes 31,32,35,36 to provide transit only during peak periods.
 - ✓ AM Peak 5:45am – 8:45am
 - ✓ PM Peak 3:45pm – 6:45pm
 - ✓ **60%** reduction in service & associated costs
 - ✓ Para-transit service remains unchanged



Vinton Transit Services(Route 31,32,35,36)

Conceptual Vinton Service Modifications

- Modify Routes 31,36 or 35,32 to provide transit service only during peak periods.
 - ✓ AM Peak 5:45am – 8:45am
 - ✓ PM Peak 3:45pm – 6:45pm
 - ✓ **30%** reduction in service & associated costs
 - ✓ Alternate midday routing may be desired
 - ✓ Para-transit service remains unchanged



Vinton Transit Services

DISCUSSION/QUESTIONS

THANK YOU!

