

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, June 19, 2018**

5:45 p.m. - **RECEPTION FOR VICE-MAYOR MATTHEW S. HARE
MUNICIPAL BUILDING LOBBY**

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

AGENDA

Consideration of:

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

B. MOMENT OF SILENCE

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

D. UPCOMING COMMUNITY EVENTS/ANNOUNCEMENTS

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

F. CONSENT AGENDA

1. Consider adoption of a Resolution appropriating funds in the amount of \$1,362.40 received for scrap metal to the Public Works budget.
2. Consider adoption of a Resolution appropriating funds in the amount of \$1,403.92 for the receipt of an insurance claim made on the Knuckle Boom Truck (PW 29) of the Public Works Department.
3. Consider adoption of a Resolution appropriating funds in the amount of \$6,800.00 received from an insurance claim to the Police Department budget.

G. AWARDS, INTRODUCTIONS, PRESENTATIONS, PROCLAMATIONS

1. Vinton Volunteer First Aid Crew Report for May 2018 – **Chief Wayne Guffey**
2. Vinton Volunteer Fire Department Report for May 2018 – **Chief Richard Oakes**

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

I. PUBLIC HEARING

1. Consideration of public comments concerning the proposed granting of a lease to The Advancement Foundation for a portion (upper level) of certain Town property located at 227 South Pollard Street identified as 060.15-07-38.01-0000 in the Town of Vinton, Virginia, said lease to be for a one-year period with the option to renew said lease for no more than four additional one-year renewal terms.
 - a. Open Public Hearing
 - Report from Staff – **Pete Peters**
 - Receive public comments
 - Council discussion and questions
 - b. Close Public Hearing
 - c. Consider adoption of a Resolution

J. TOWN ATTORNEY

K. BRIEFINGS – TOWN MANAGER

1. Update on the Virginia Department of Transportation (VDOT)-funded projects – **Jay Guy, Program Manager, VDOT**
2. Update on the Vinton Historical Society and the Vinton Museum – **Doug Forbes**

L. ITEMS REQUIRING ACTION – TOWN MANAGER

1. Consider adoption of a Resolution to transfer funds in the General Fund and Utility Fund between line items and cost centers to balance these accounts in the FY 2017-2018 Budget – **Anne Cantrell**

M. TOWN MANAGER

N. REPORTS FROM COUNCIL COMMITTEES

1. Finance Committee
 - a. Financial Report for May 2018 – **Anne Cantrell**

O. APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

1. Roanoke Valley-Alleghany Regional Commission Executive Committee
2. Roanoke Valley Greenway Commission

P. MAYOR

Q. COUNCIL

R. ADJOURNMENT

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

NEXT TOWN COUNCIL/COMMITTEE MEETINGS:

July 3, 2018 – 7:00 p.m. – Investiture Service followed by Regular Council Meeting – Council Chambers



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Public Works

Issue

Consider adoption of a Resolution appropriating funds in the amount of \$1,362.40 received for scrap metal to the Public Works budget.

Summary

A check in the amount of \$1,170.40 has been received from D. H. Griffin Wrecking Co., Inc. and cash in the amount of \$192.00 has been received from OmniSource, Vinton, and deposited in Revenue Account 200.1901.001 Recoveries and Rebates. The check and cash totaling \$1,362.40 is for scrap metal property from the Public Works Department.

It is necessary to appropriate the \$1,362.40 to Public Works Operating Budget Account Number 200.1221.350 Public Works Administration, Maintenance and Repairs Building.

Attachments

Resolution

Recommendations

Motion to approve as part of the Consent Agenda

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 19, 2018 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, the Town of Vinton had scrap metal property from the Public Works Department through D. H. Griffin Wrecking Co., Inc and OmniSource, Vinton, Virginia; and

WHEREAS, the revenue received from the scrap metal has been received into the Revenue Account 200.1901.001– Recoveries and Rebates in the amount of \$1,362.40; and

WHEREAS, in order that the money can be used for building needs and repair work in the Public Works Department, it is necessary for the Vinton Town Council to appropriate the funds from the Revenue Account 200.1901.001 – Recoveries and Rebates to the Public Works Operating Budget Account Number 200.1221.350 Town Garage, Maintenance and Repairs Building.

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

BUDGET ENTRY

GENERAL LEDGER:

200.25100	Appropriations	\$1,362.40	
200.25000	Estimated Revenue		\$1,362.40

FROM

REVENUE:

200.1901.001	Recoveries and Rebates	\$1,362.40
---------------------	-------------------------------	-------------------

TO

EXPENDITURE:

200.1221.350	Maintenance & Repair Building	\$1,362.40
---------------------	------------------------------------------	-------------------

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Public Works

Issue

Consider adoption of a Resolution appropriating funds in the amount of \$1,403.92 for the receipt of an insurance claim made on the Knuckle Boom Truck (PW 29) of the Public Works Department.

Summary

On June 1, 2018, the Knuckle Boom Truck (PW 29) of the Public Works Department was struck by another vehicle, causing rear end damage. Mid-Atlantic Waste Systems provided an estimate of \$1,403.92. The Town's insurance carrier, VML Insurance Programs issued a check in the amount of \$903.92 based on the original estimate less the \$500.00 deductible. The remaining \$500.00 deductible will be recorded as a receivable as of June 30, 2018.

Attachments

Resolution

Recommendations

Motion to approve as part of the Consent Agenda

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 19, 2018 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, while driving the daily route on June 1, 2018, the Knuckle Boom Truck (PW 29) was rear ended by another vehicle, causing a motor vehicle accident; and

WHEREAS, based on an estimate of \$1,403.92, the proper insurance filing was made to the VML Insurance Programs and the amount less the \$500.00 has been received into the Revenue Account 200.1901.001– Recoveries and Rebates in the amount of \$903.92; and

WHEREAS, the remaining \$500.00 deductible will be recorded as a receivable as of June 30, 2018; and

WHEREAS, in order that Mid-Atlantic Waste Systems can be paid when the invoice is received for the work, it is necessary for the Vinton Town Council to appropriate the funds from the Revenue Account 200.1901.001 – Recoveries and Rebates to the Public Works Operating Budget Account Number 200.4203.304 Maintenance and Repair of Equipment.

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

BUDGET ENTRY

GENERAL LEDGER:

200.25100	Appropriations	\$1,403.92	
200.25000	Estimated Revenue		\$1,403.92

FROM

REVENUE:

200.1901.001	Recoveries and Rebates	\$1,403.92
---------------------	-------------------------------	-------------------

TO

EXPENDITURE:

200.4203.304	Maintenance & Repair of Equipment	\$1,403.92
---------------------	----------------------------------------------	-------------------

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Police

Issue

Consider adoption of a Resolution appropriating funds in the amount of \$6,800.00 for the receipt of an insurance claim made on Unit 1137 to the Police Department budget.

Summary

On December 31, 2017, Unit 1137 was totaled in an accident. The proper insurance filing was made with the VML Insurance Programs and has been received into the Revenue Account 200.1901.001– Recoveries and Rebates in the amount of \$6,800.00.

Since the replacement of this vehicle will be handled in FY 2018-2019 through the lease agreement with Enterprise Fleet Management, the Police Department has requested that the insurance funds be appropriated to Account 200.3101.716 Other Equipment for the purchase of thirteen (13) patrol rifles.

Attachments

Resolution

Recommendations

Motion to approve as part of the Consent Agenda

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 19, 2018 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA 24179.

WHEREAS, on December 31, 2017, Unit 1137 was totaled in an accident; and

WHEREAS, the proper insurance filing was made with the VML Insurance Programs and has been received into the Revenue Account 200.1901.001– Recoveries and Rebates in the amount of \$6,800.00; and

WHEREAS, since the replacement of this vehicle will be handled in FY 2018-2019 through the lease agreement with Enterprise Fleet Management, the Police Department has requested that the insurance funds be appropriated to Account 200.3101.716 Other Equipment for the purchase of thirteen (13) patrol rifles.

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

BUDGET ENTRY:

GENERAL LEDGER:

250.25100	Appropriations	\$6,800.00	
250.25000	Estimated Revenue		\$6,800.00

FROM

REVENUE:

200.1901.001	Recoveries and Rebates	\$6,800.00	
---------------------	-------------------------------	-------------------	--

TO

EXPENDITURE:

200.3101.716	Other Equipment		\$6,800.00
---------------------	------------------------	--	-------------------

TOTAL		\$6,800.00	
--------------	--	-------------------	--

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Vinton Volunteer First Aid Crew

Issue

Report for May 2018

Summary

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

Attachments

May 2018 Report

Recommendations

No action required



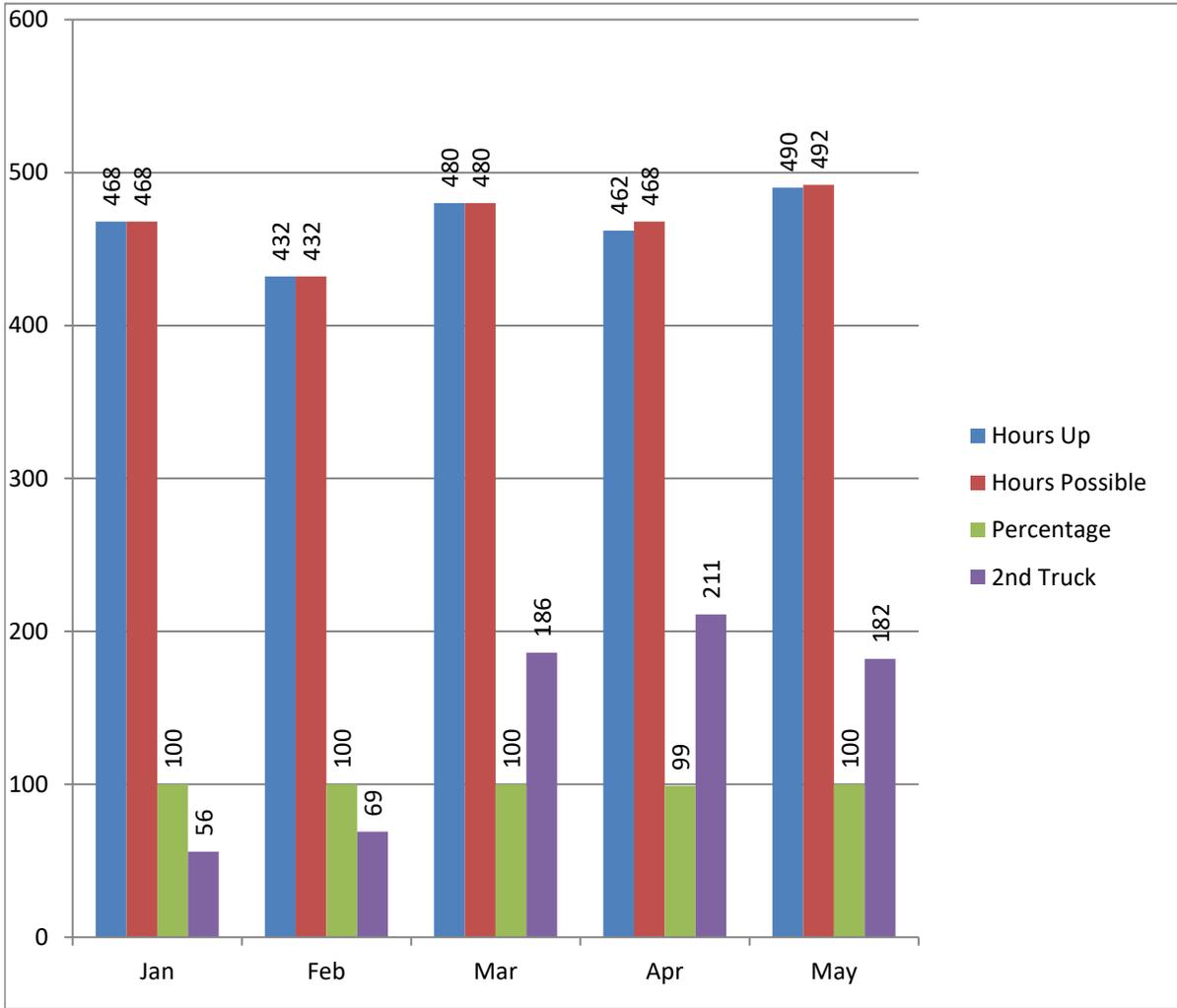
Vinton First Aid Crew Inc.
P.O. Box 314
Vinton VA 24179

June Council Report

- Volunteer Truck hours was 490 of 492 possible hours for 99.79 %
- Had 2 units marked up 182 hours
- We had a unit in service 100% of the volunteer time
- 230 calls
 - 98 career hour calls Monday thru Friday 0600-1800
 - 132 Volunteer hours calls Night, weekend.
- Call Break Down
 - ALS 115
 - BLS 54
 - Fire Calls 25
 - Accidents 13
 - Service Calls 9
 - Assist Rescue 9
 - Rehab Calls 2
 - Tech Rescue 2
 - Standbys 1
- Call Location
 - Vinton 145
 - East County 43
 - Roanoke County 32
 - Read Mtn. -17
 - Mt Pleasant- 5
 - North county- 4
 - Cave Spring -2
 - Clear brook- 2
 - Hollins- 1
 - Fort Lewis- 1
 - Bedford 7
 - Roanoke City 3
 - Franklin Co 1
- Medic truck marked up 89 % and a BLS Unit 11%
- Responded to 120 out of 132 calls doing volunteer hours 91%
- Handled 115 out of 132 calls doing volunteer hours 86%
 - Out of the 17 calls career handled
 - 9 were 2nd emergency calls
 - 6 When we only had a BLS Unit
 - 2 were self-dispatched
- Fractile Response time was 9.65
 - Average Reaction Time .52 Seconds
 - Fractile Reaction Time 1.48
- Calls Dispatch to Responding <2 Mins 96 %

- 2135 man hours for the month of May
- Total of 125 transports
 - Career 65
 - Volunteer 60

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Hours Up	468	432	480	462	490							
Hours Possible	468	432	480	468	492							
Percentage	100	100	100	99	100							
2nd Truck	56	69	186	211	182							

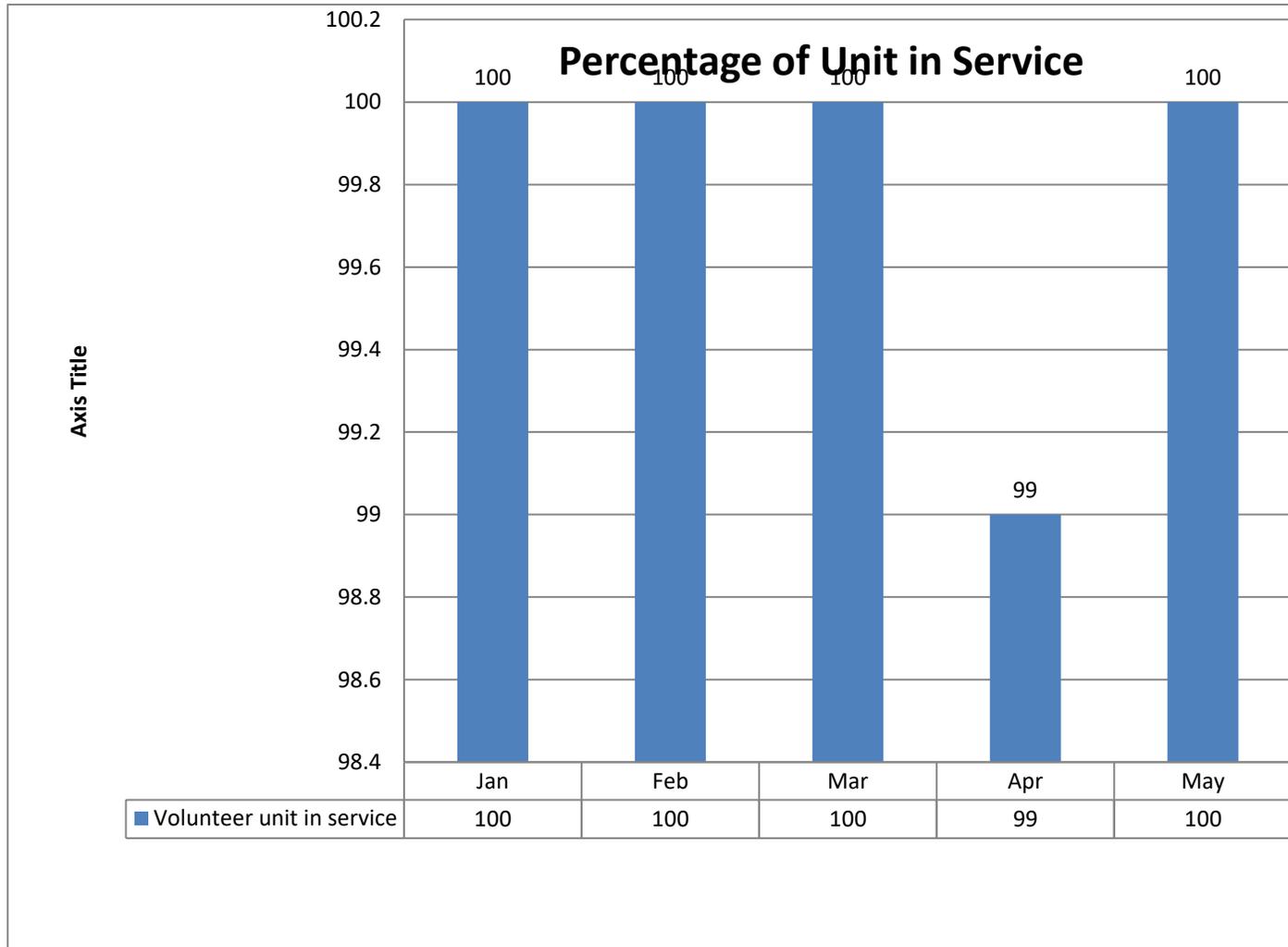


Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Volunteer unit in service

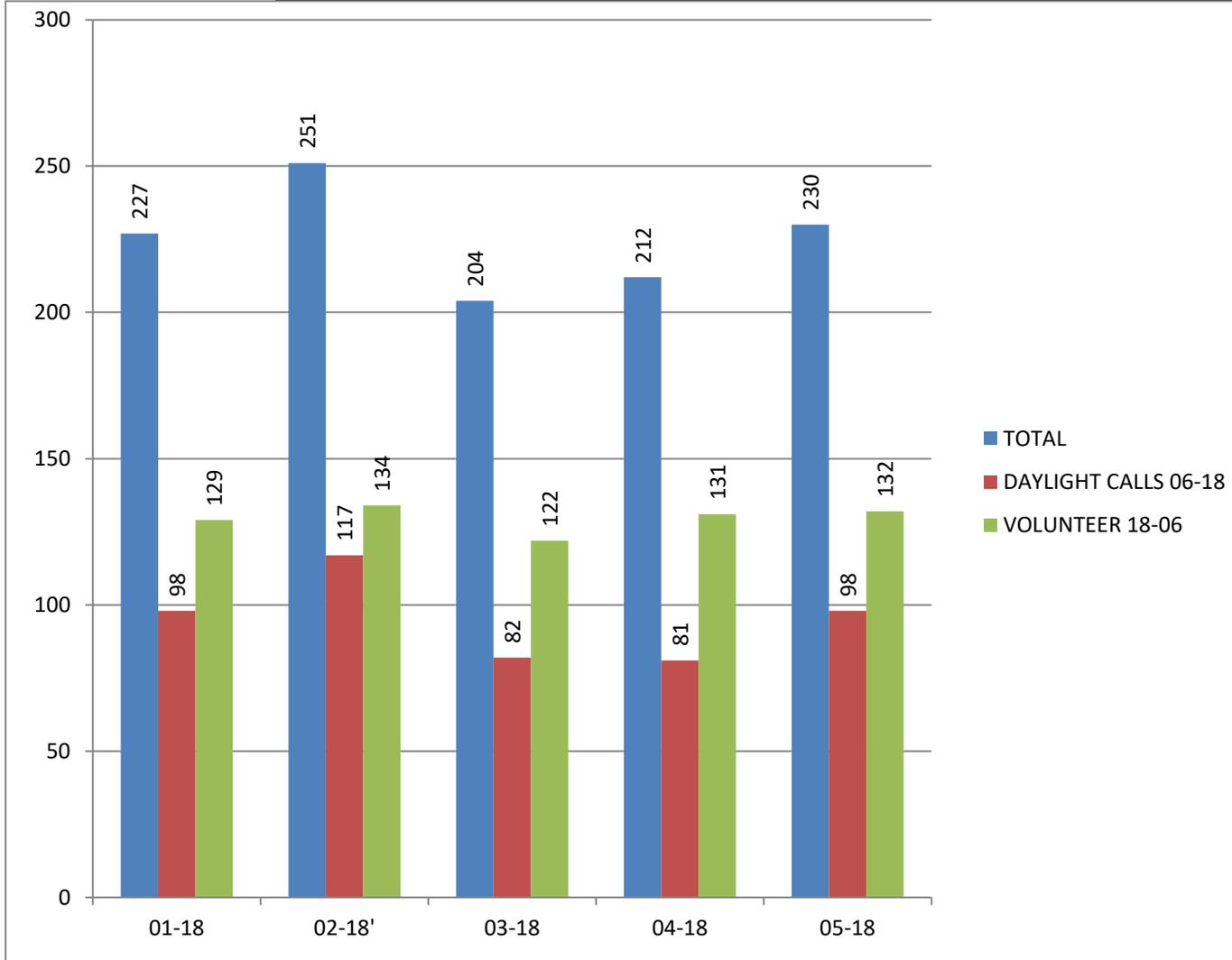
100 100 100 99 100

99.8

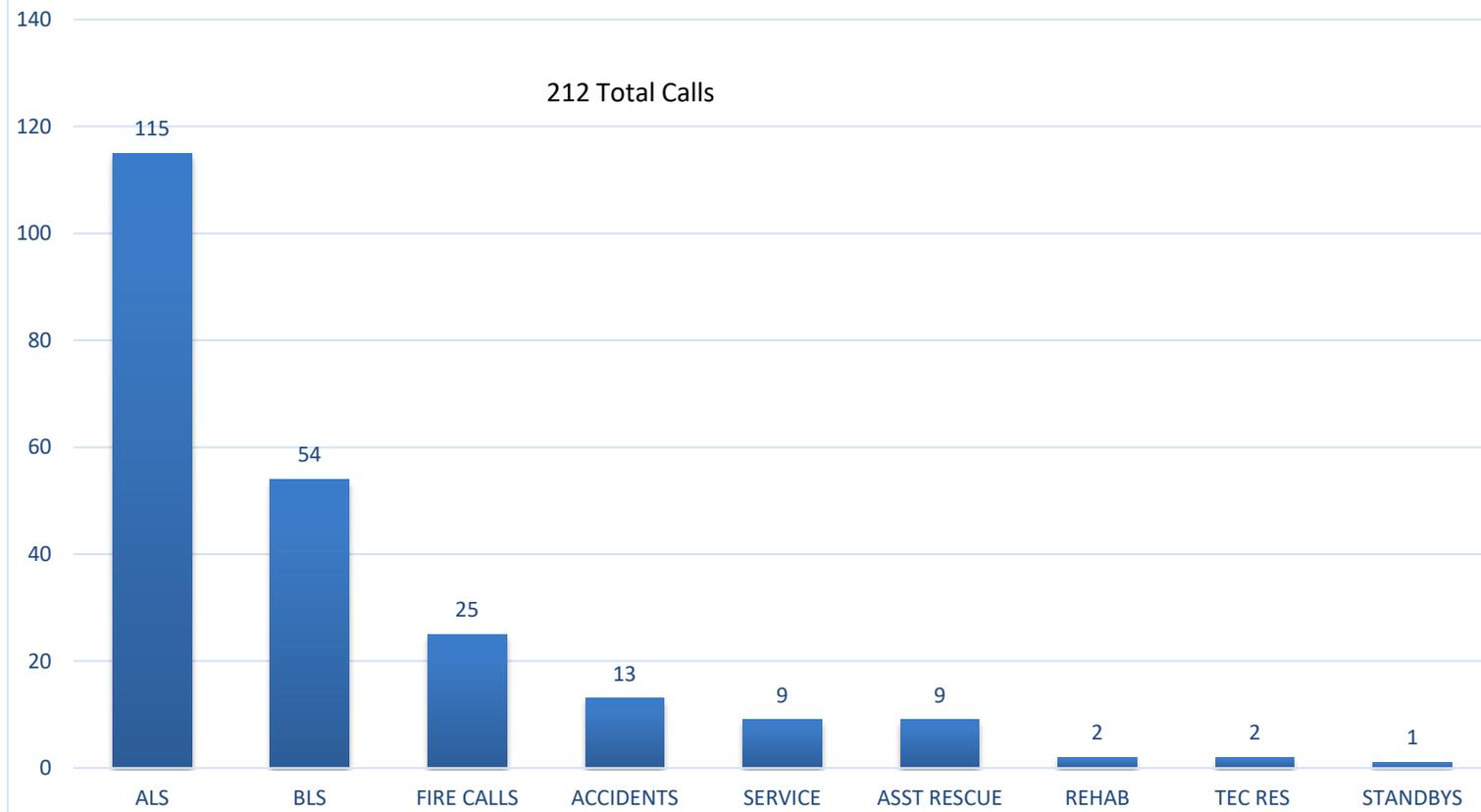


TOTAL
 DAYLIGHT CALLS 06-18
 VOLUNTEER 18-06

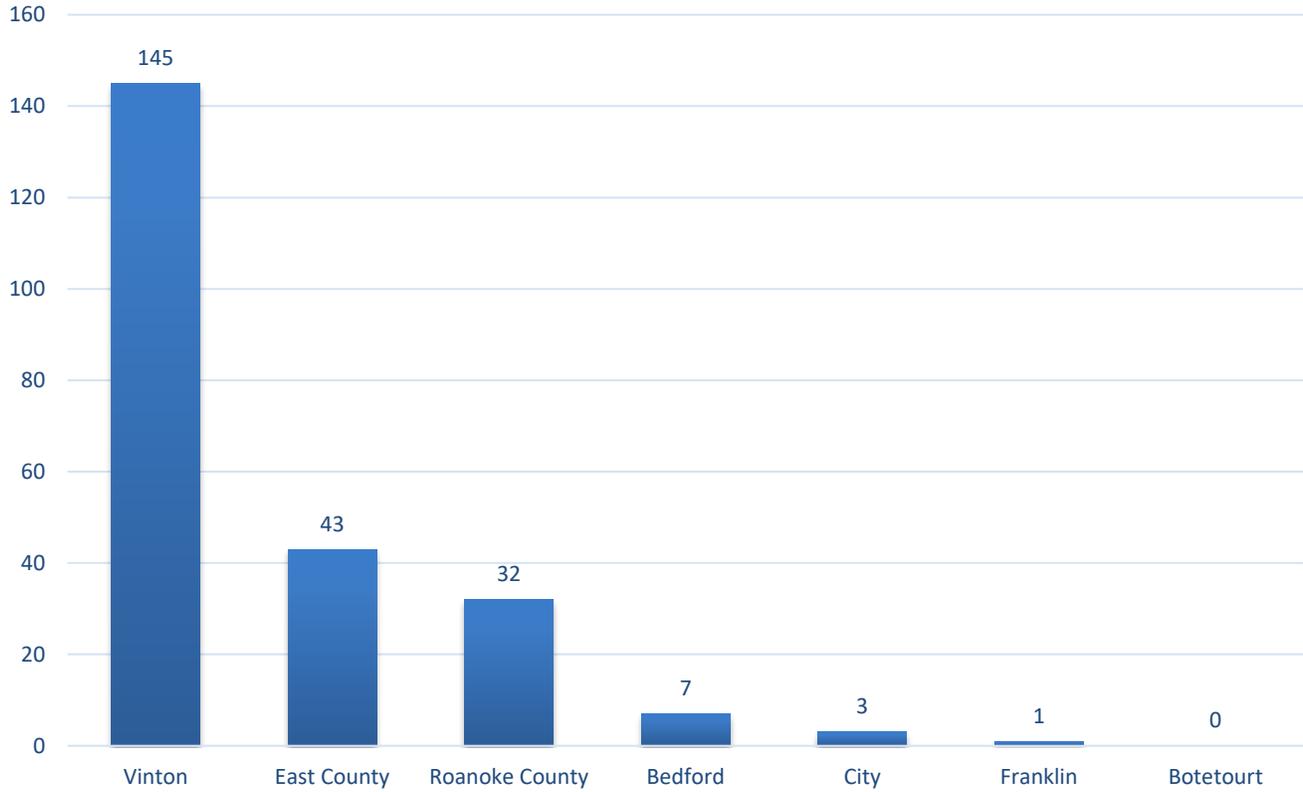
01-18	02-18'	03-18	04-18	05-18	06-18	07-18	08-18	09-18	10-18	11-18	12-18	
227	251	204	212	230	0	0	0	0	0	0	0	1124
98	117	82	81	98								476
129	134	122	131	132								648



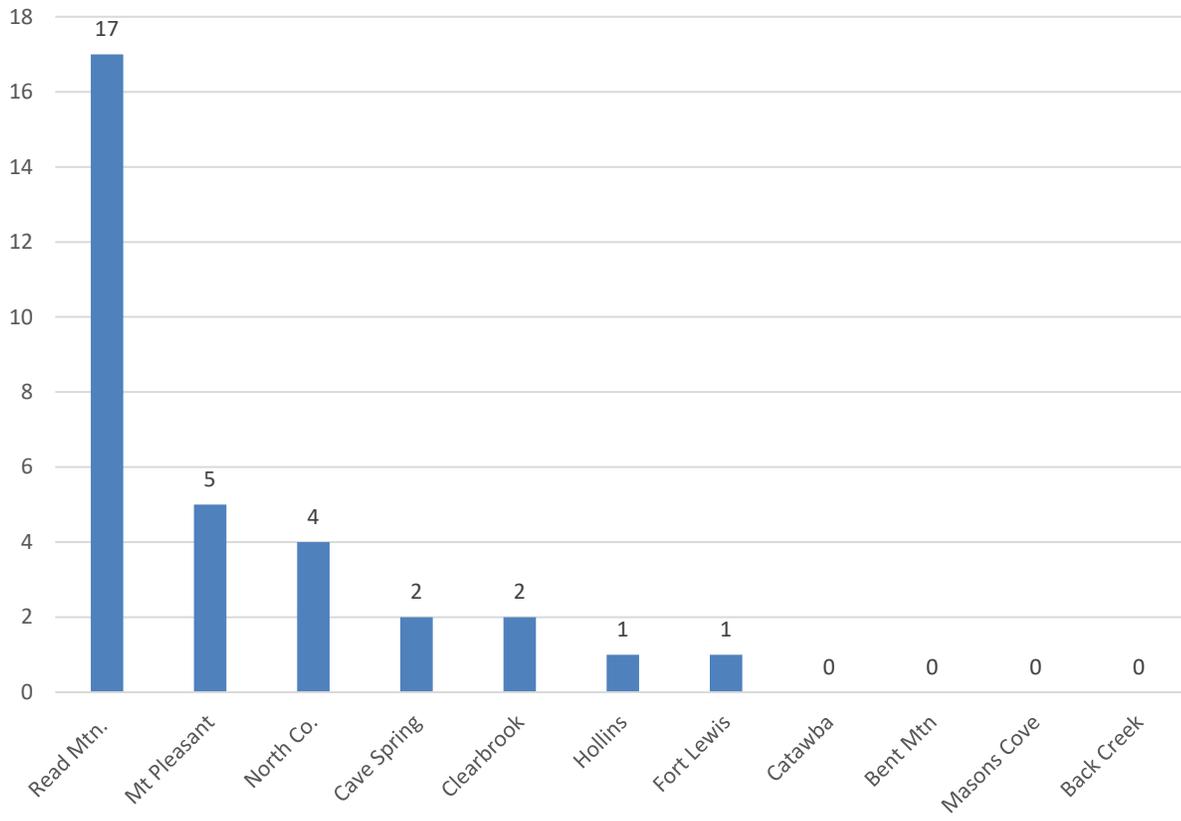
MAY 2018 Call Break Down



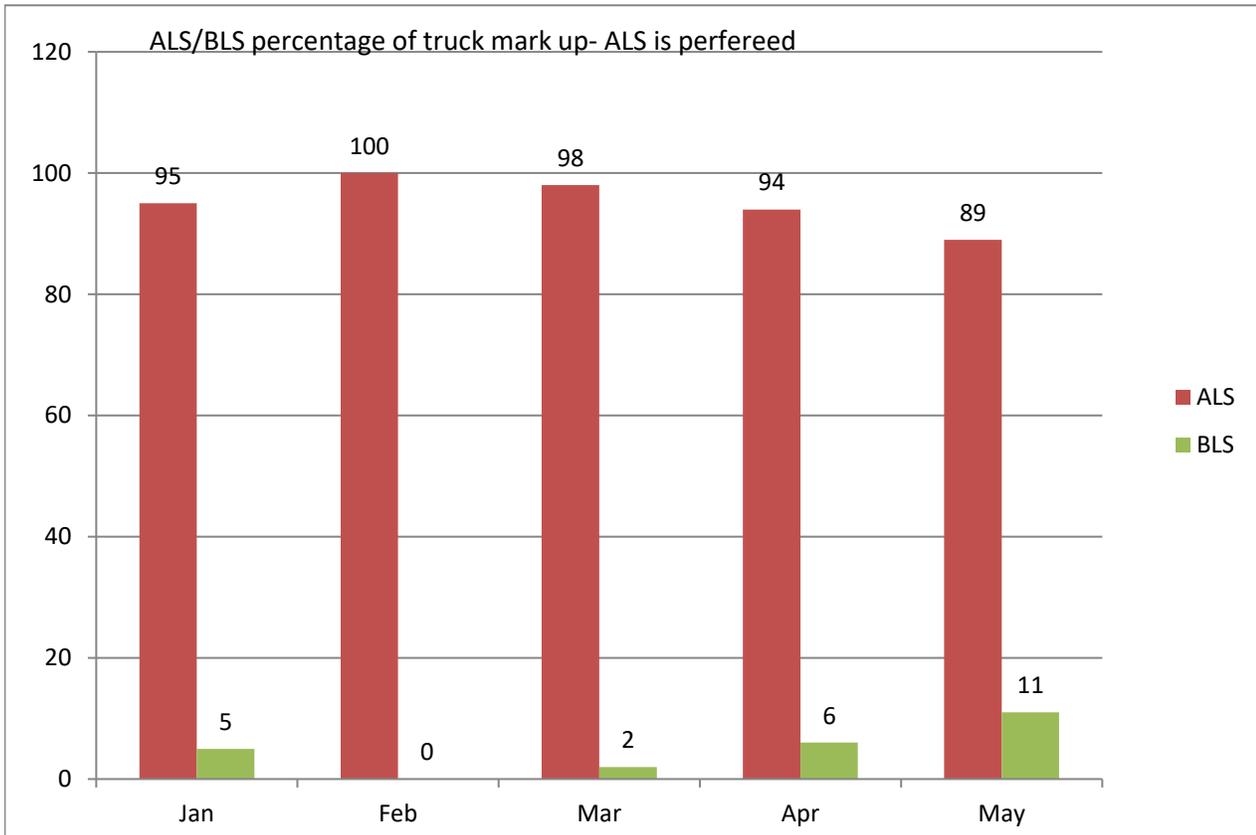
Call Location MAY 2018



Roanoke County
Stations Assisted
May 2018

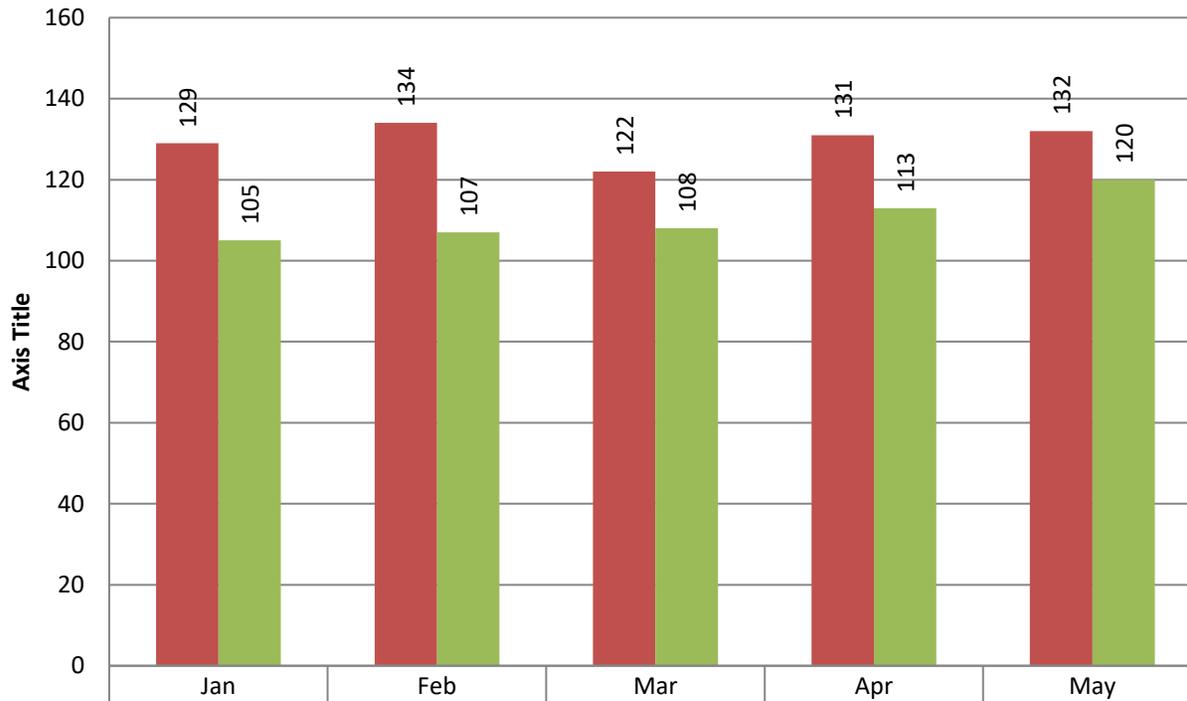


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
ALS	95	100	98	94	89								95.2
BLS	5	0	2	6	11								4.8



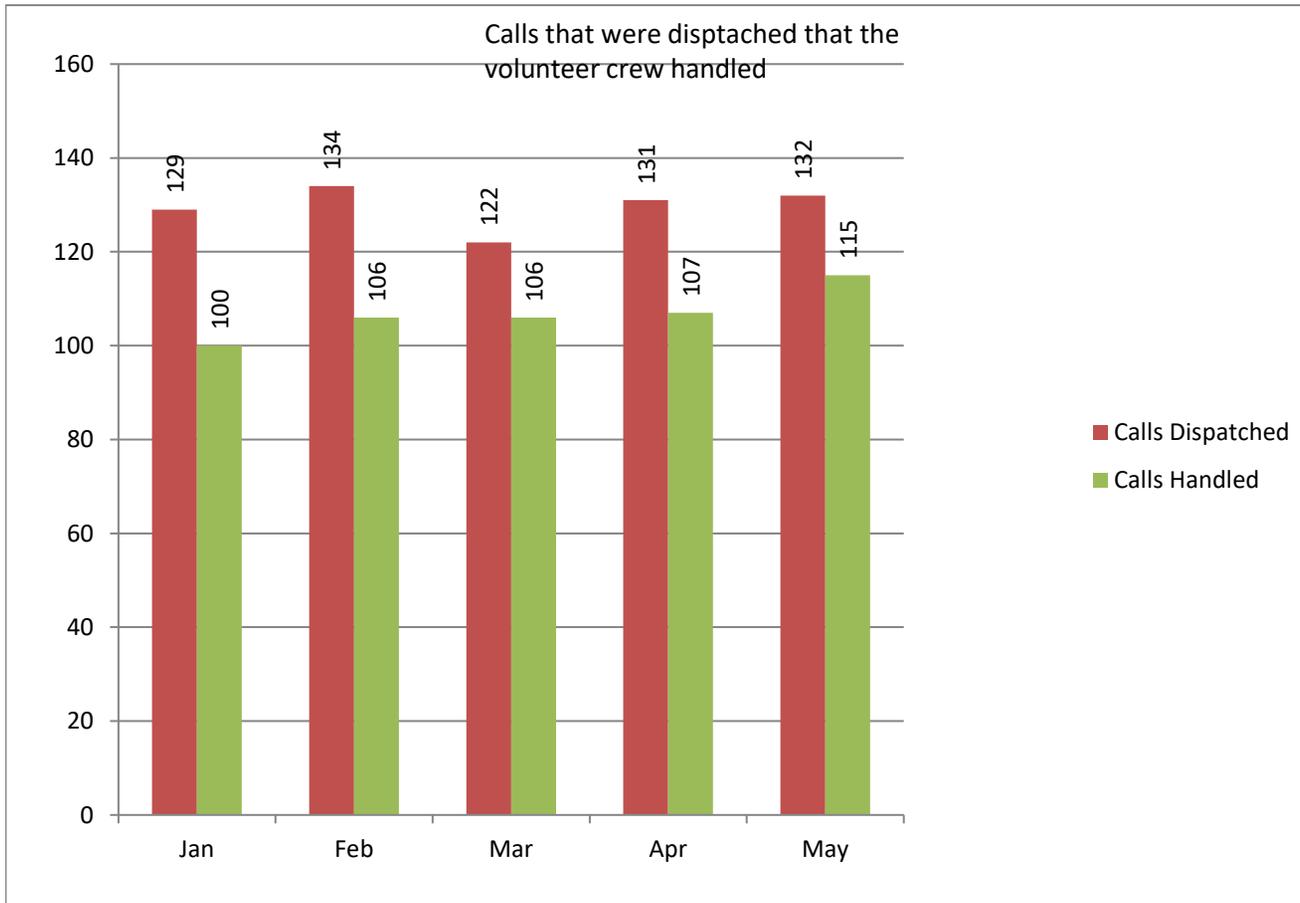
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls Dispatched	129	134	122	131	132								648
Calls Responded	105	107	108	113	120								553

Calls Dispatched that the crew responded too

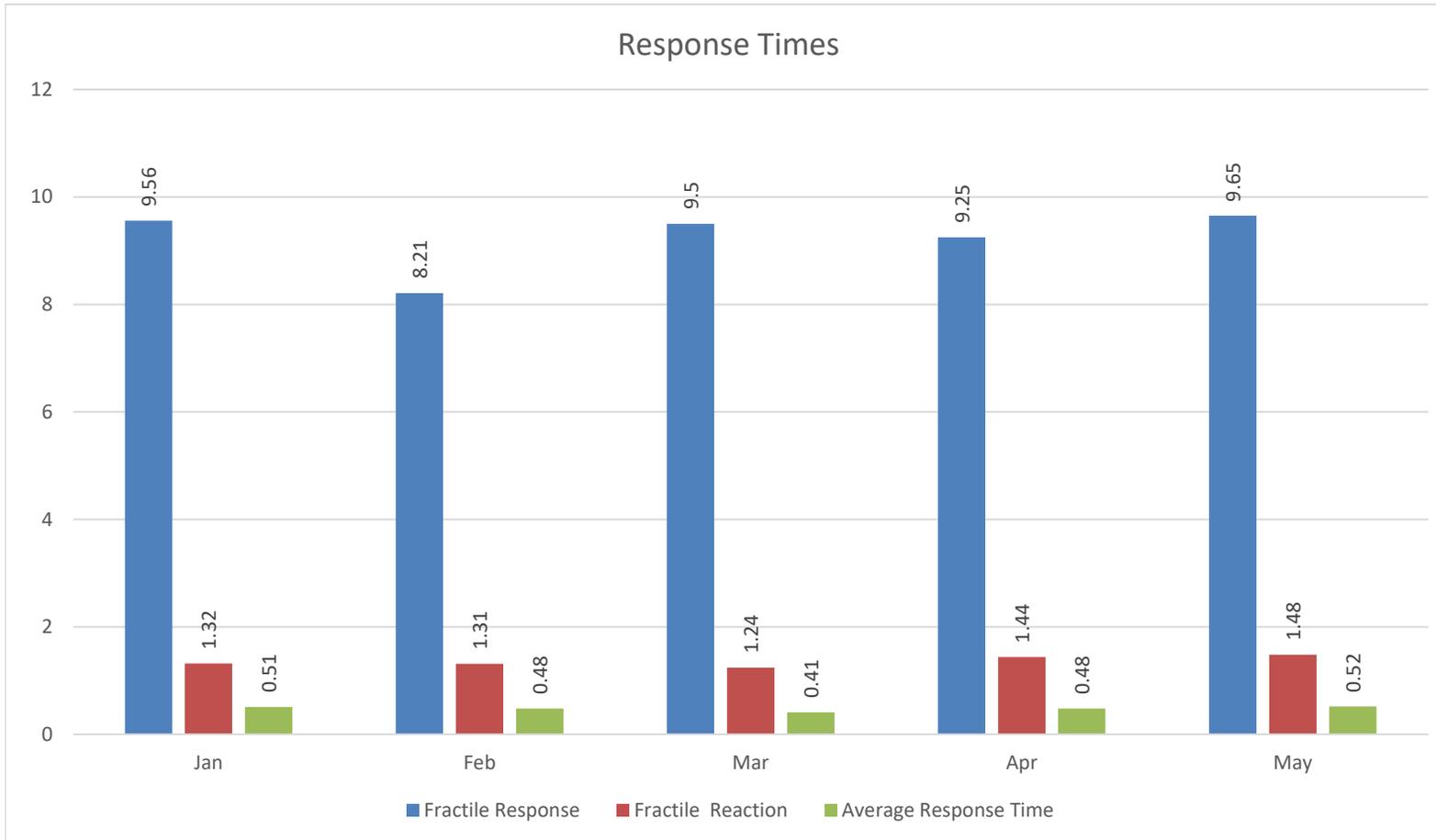


■ Calls Dispatched	129	134	122	131	132
■ Calls Responded	105	107	108	113	120

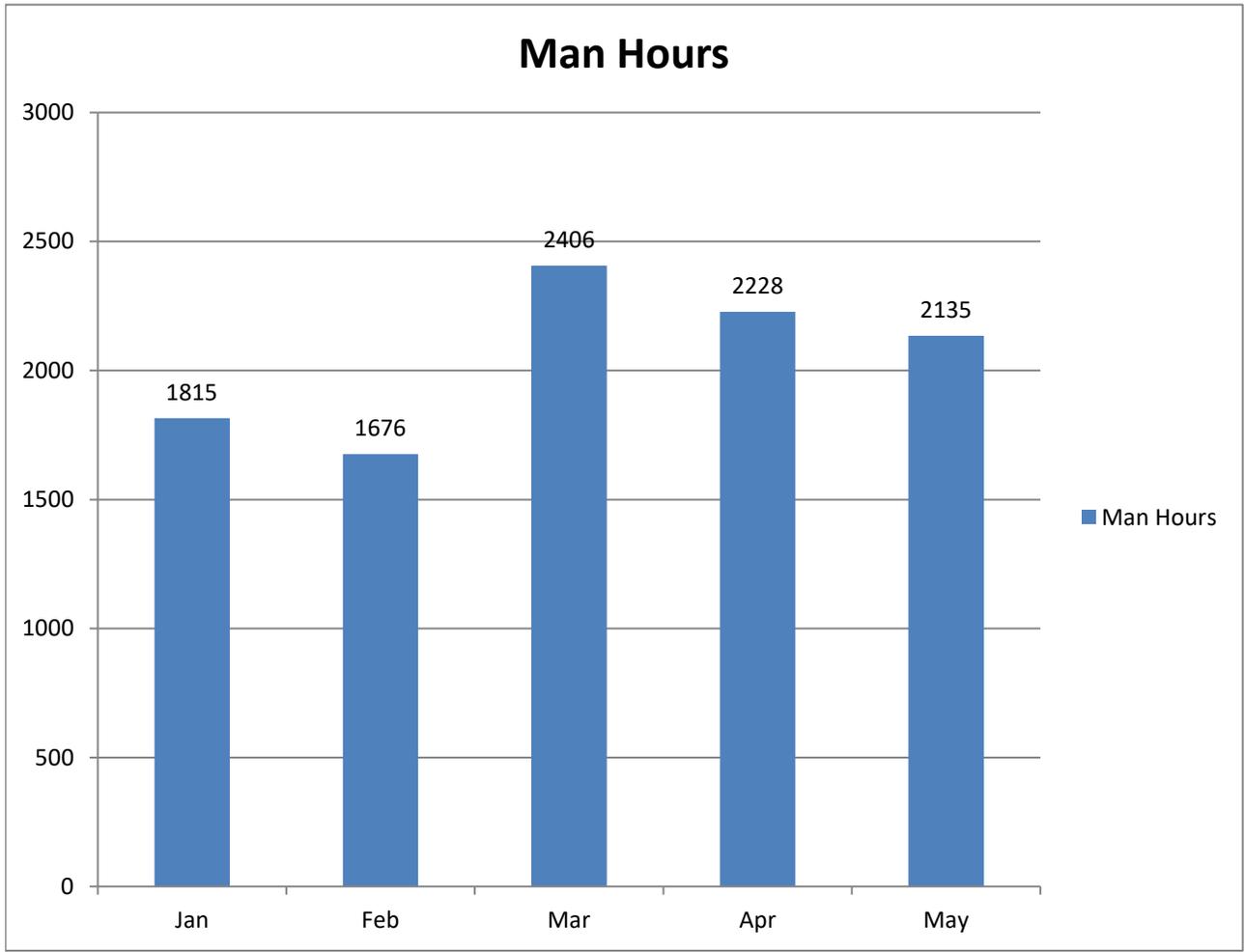
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls Dispatched	129	134	122	131	132								648
Calls Handled	100	106	106	107	115								534



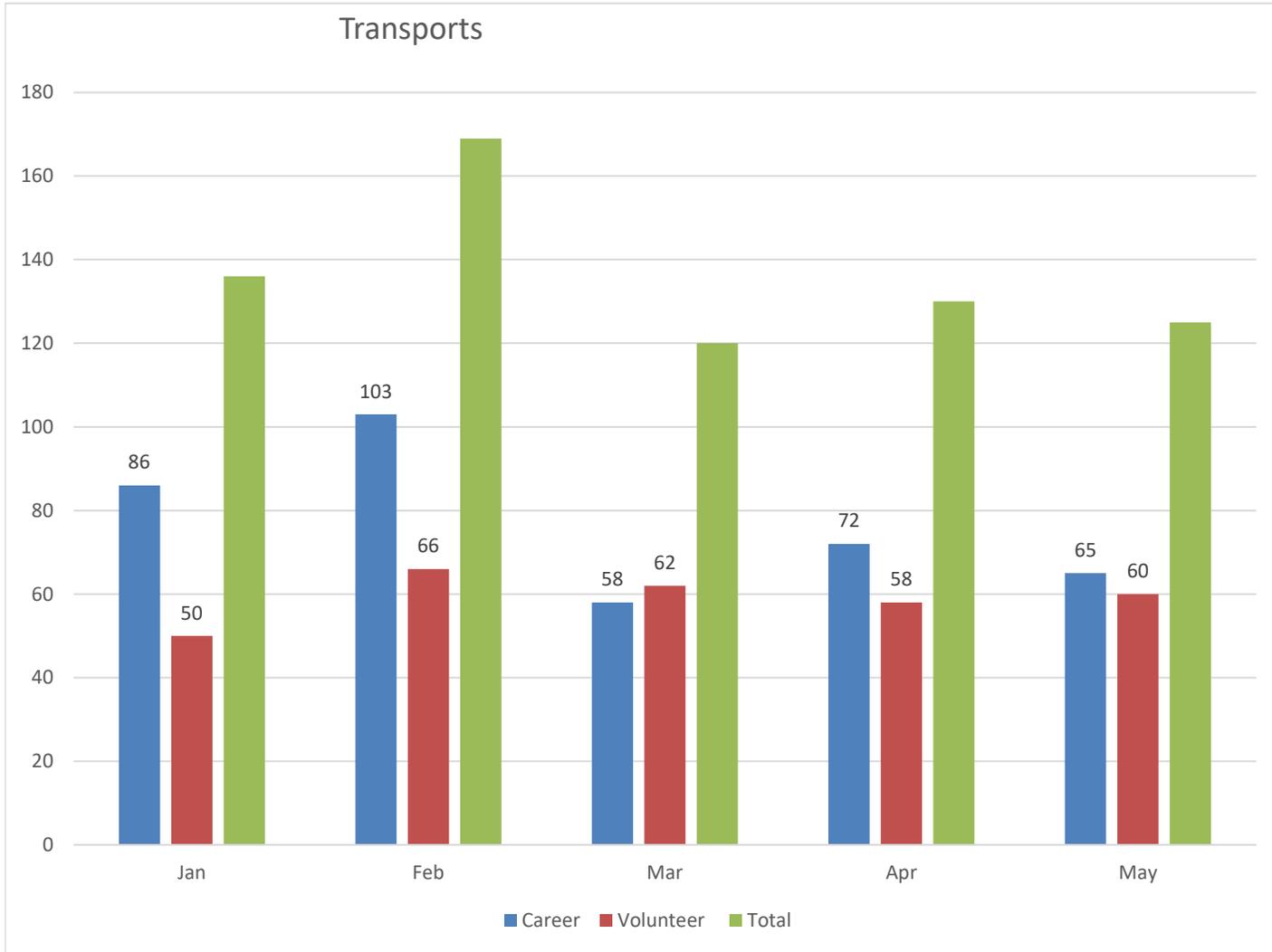
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fractile Response	9.56	8.21	9.5	9.25	9.65							
Fractile Reaction	1.32	1.31	1.24	1.44	1.48							
Average Response Time	0.51	0.48	0.41	0.48	0.52							
Response time <2	98	98	97	95	96							



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Man Hours	1815	1676	2406	2228	2135								10260



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Career	86	103	58	72	65								384
Volunteer	50	66	62	58	60								296
Total	136	169	120	130	125	0	0	0	0	0	0	0	680





Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Vinton Volunteer Fire Department

Issue

Report for May 2018

Summary

Chief Richard Oakes will be present to give this report to Council.

Attachments

May 2018 Report

Recommendations

No action required

May 2018 Vinton Vol. Fire Staffing

5-1-18	-	18 man hours
5-5-18	-	4 man hours
5-6-18	-	4 man hours
5-8-18	-	18 man hours
5-10-18	-	4 man hours
5-12-18	-	4 man hours
5-14-18	-	4 man hours
5-16-18	-	4 man hours
5-19-18	-	4 man hours
5-20-18	-	4 man hours
5-26-18	-	4 man hours

Total Man Hours - 72

Top 3 Man Hours for May 2018

Richard Oakes	-	16 Man Hours
Josh Parker	-	16 Man Hours
Benny Powell	-	16 Man Hours

Calls Dispatched to Vinton Fire Department for May 2018 - 67

34 calls dispatched during Volunteer Hours

33 calls dispatched during Career Hours



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Administration

Issue

Consideration of public comments concerning the proposed granting of a lease to The Advancement Foundation for a portion (upper level) of certain Town property located at 227 South Pollard Street identified as 060.15-07-38.01-0000 in the Town of Vinton, Virginia, said lease to be for a one-year period with the option to renew said lease for no more than four additional one-year renewal terms.

Summary

Annette Patterson gave an update on the HIVE and Pete Peters briefed Council on the renewal of the Lease at the May 1st Council meeting. Council approved extending the current lease to June 30, 2018 and retroactive back to April 21, 2018.

Staff has negotiated a new Lease with The Advancement Foundation to include an amendment to Section 8, Utilities, that The Advancement Foundation will be responsible for one-half (1/2) of the actual billing for electricity, gas, water and sewer charges to be invoiced by the Town quarterly. The Town will continue to be responsible for the charges for phone and internet provided by Roanoke County IT.

The new Lease also includes an option to renew for no more than four additional one-year renewal terms. Any additional renewal past this timeframe would require a new Lease and Public Hearing.

Staff recommends executing the new Lease to be effective July 1, 2018 with the terms and conditions contained in the attached Lease Agreement.

Attachments

Lease Agreement
Resolution

Recommendations

Conduct Public Hearing
Motion to adopt Resolution

LEASE OF REAL PROPERTY

This Lease of Real Property (“Lease”) is entered into this 1st day of July, 2018, by and between the Town of Vinton, (“Town”), a political subdivision of the Commonwealth of Virginia, and The Advancement Foundation (“Tenant”), a Virginia non-profit corporation.

1. RECITALS

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

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

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

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

2. USE OF TOWN PROPERTY

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

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

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

3. **RENT**

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

4. **TAXES AND ASSESSMENTS**

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

5. **TERM**

The term of this Lease is for one (1) year, commencing on the 1st day of July, 2018 and ending on June 30, 2019.

6. **OPTION TO EXTEND TERM**

Tenant and Town may mutually agree in writing to extend the term of this Lease for four (4) additional one (1) year periods, on the same terms and conditions as set forth herein. A request by Tenant to extend the terms of the Lease shall be made in writing and submitted to the Town Manager prior to the Lease termination date.

7. **TERMINATION OF LEASE**

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

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

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

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

8. UTILITIES

Tenant acknowledges that it will pay for one-half (1/2) of the actual billing for electricity, gas, water and sewer associated with its use of the Premises. The Town will invoice the Tenant for said charges on a quarterly basis. Town acknowledges that it will continue to pay for phone and internet charges provided by Roanoke County IT associated with Tenant's use of the Premises.

9. NOTICES

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

TO: Town

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

TO: Tenant

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

10. MAINTENANCE AND INSPECTION

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

11. DAMAGE TO OR DESTRUCTION TO PROPERTY OR IMPROVEMENTS

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

12. HAZARDOUS SUBSTANCES

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

13. TOWN LIABILITY/INDEMNIFICATION

A. Town shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease and is attributable to Town's gross negligence or willful misconduct. All property, equipment, and materials, etc., belonging to Tenant, its employees, agents, or invitees, or any

occupant of the Premises shall be at the risk of Tenant or other person only, and Town shall not be liable for damage thereto or misappropriation thereof.

- B. Tenant agrees to indemnify, hold harmless, and defend Town from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorneys' fees and witness costs, which Town may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with Tenant's exercise of the rights herein granted, or which Town may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, due in whole or in part to any act, omission, or negligence of Tenant or any of its representatives or employees. In the event the injuries, including death, or damages are due to the sole negligence of Town or its representatives or employees, then and only then Tenant shall not be liable under the provisions of this paragraph.

14. INSURANCE

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

- A. Commercial General Liability Insurance. Licensee shall maintain Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each accident/occurrence, \$2,000,000 annual aggregate. CGL insurance shall be written on an approved ISO form for coverage in the Commonwealth of Virginia, and shall cover liability arising from premises, operations, independent users, products-completed operations, explosion/collapse, personal injury and liability assumed under insured contract.
- B. Worker's Compensation Insurance and Employer's Liability Insurance. Licensee shall maintain the applicable statutory Workers' Compensation Insurance, and Employer's Liability Insurance with a limit of at least \$500,000 per accident/injury.
- C. Automobile/Motor Vehicle Liability Insurance. Licensee shall maintain Automobile Liability insurance with a limit of not less than \$1,000,000 each accident, \$2,000,000 aggregate. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. Coverage shall be written on an approved ISO Form for coverage in the Commonwealth of Virginia. This coverage is

required only if the Licensee will be operating motor vehicles as a significant operation within, or directly associated with, Licensee's activities on the Property.

- D. All policies of insurance shall be issued in a form acceptable to Town by insurance companies licensed to conduct business in the Commonwealth of Virginia. Each policy shall be issued in the name of Tenant with Town listed as an additional insured. All policies shall contain a provision that company writing the policy shall give Town at least thirty (30) days' notice in writing in advance of any cancellation, or lapse, or the effective date of any reduction in the amounts of insurance. Failure to comply with this clause shall constitute a material breach of this Lease and result termination of Tenant's right to use the Premises as set forth in section 7 herein.

15. LIENS

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

16. ATTORNEYS' FEES AND COSTS

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

17. APPLICABLE LAW

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

18. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties with respect to the subject matter thereof. No alteration, amendment, change, or addition to this Lease shall be

binding upon the Town or Tenant unless reduced in writing, signed, and mutually delivered between them.

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

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

The Advancement Foundation,
a Virginia non-profit corporation

By _____
Barry W. Thompson, Town Manager

By _____
Annette Patterson, President

APPROVED AS TO FORM

By _____
Town Attorney

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, JUNE 19, 2018, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, LOCATED AT 311 S. POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, The Advancement Foundation has requested to lease space for a business incubator in the Health Department Building located at 227 South Pollard Street, Vinton, Virginia; and

WHEREAS, during the negotiations and discussions between the Town staff, representatives of The Advancement Foundation, and the Town Attorney, a proposal was negotiated to lease said space for the terms and conditions set forth in a Lease of Real Property; and

WHEREAS, Town staff recommends that said Lease of Real Property between the Town and The Advancement Foundation be executed to formalize said agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE TOWN OF VINTON, VIRGINIA, AS FOLLOWS:

1. The Lease of Real Property is hereby approved in a form substantially similar to the one presented to Council and approved by the Town Attorney; and
2. The Town Manager is hereby authorized, for and on behalf of the Town, to execute and then to deliver the Lease of Real Property and any other necessary documents in furtherance of the same.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Administration

Issue

Update on the Virginia Department of Transportation (VDOT) funded projects

Summary

Jay Guy, Program Manager for VDOT, will be present to give this update.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Vinton Historical Society

Issue

Update on the Vinton Historical Society and the Vinton Museum

Summary

Doug Forbes will be present to give this update on behalf of the Historical Society

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Finance/Treasurer

Issue

Consider adoption of a Resolution to transfer funds in the General Fund between line items and cost centers to balance these accounts in the FY 2017-2018 Budget.

Summary

During the year certain expenditure accounts have been over expended. Other accounts have appropriated monies that will not be utilized. In order to balance accounts and have non favorable variances, it is necessary to transfer budget appropriations between accounts and cost centers. These transfers are monies that exist within the budget not from the unappropriated fund balance. This Council action has been recommended by our Auditors to clean up any variances prior to the review of the variance report during the audit.

Attachments

Resolution

Recommendations

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, JUNE 19, 2018 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

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

WHEREAS, these budget transfers represent monies already appropriated in the FY 2017-2018 budget and not new appropriations; and

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

WHEREAS, Council needs to approve transfers in the General Fund between line items and cost centers to balance these accounts in the FY 2017-2018 Budget.

NOW, THEREFORE, BE IT RESOLVED that the Vinton Town Council does hereby approve the transfers as shown on the attached FY 2017-2018 End of Year Budget Transfers.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk

TO

200.1207.302	LEGAL SERVICES	CONTRACTUAL SERVICES	3,500
200.1221.101	PUBLIC WORKS ADMIN	SALARIES & WAGES	2,000
200.3101.101	POLICE DEPARTMENT	SALARIES & WAGES	43,000
200.3101.102	POLICE DEPARTMENT	OVERTIME	37,000
200.3101.105	POLICE DEPARTMENT	SEPARATION PAY	11,000
200.3205.102	FIRE DEPARTMENT	OVERTIME	20,000
200.4305.350	HEALTH DEPARTMENT	BUILDING MAINTENANCE	6,000
200.7105.513	SWIMMING POOL	WATER & SEWER SERVICE	450
200.8150.567	ECONOMIC DEVELOPMENT	CONTR/TRANS TO OTHER GOVT	5,500
200.8160.309	PUBLIC TRANSPORTATION	VALLEY METRO	7,000
200.8180.501	PERFORMANCE AGREEMENTS	ROLAND E COOK AGREEMENT	4,700
		TOTAL	140,150

FROM

200.1100.571	TOWN COUNCIL	COMMUNITY CONTRIBUTIONS	8,050
200.1200.560	TOWN MANAGER	TRAVEL & TRAINING	1,000
200.1214.303	TREASURER/FINANCE DEPARTMENT	INDEPENDENT AUDITORS	8,000
200.1214.707	TREASURER/FINANCE DEPARTMENT	OFFICE EQUIPMENT	1,000
200.3102.305	COMMUNICATION SERVICES	ANNUAL OP COST - SVC CHG	5,000
200.4101.101	HIGHWAY MAINTENANCE	SALARIES & WAGES	40,000
200.4101.202	HIGHWAY MAINTENANCE	RETIREMENT CONTRIBUTION	5,000
200.4105.102	SNOW REMOVAL	OVERTIME	2,800
200.4105.304	SNOW REMOVAL	MAINTENANCE & REPAIRS EQ	2,300
200.4105.553	SNOW REMOVAL	MATERIALS & SUPPLIES	9,500
200.4304.350	BUILDING MAINTENANCE	MAINTENANCE & REPAIR BLD	7,000
200.7101.302	SPECIAL PROGRAMS	CONTRACTUAL SERVICES	2,000
200.8101.311	PLANNING & ZONING	ZONING ORDINANCES	10,000
200.8101.545	PLANNING & ZONING	GREENWAY EXPENDITURES	4,000
200.8800.931	DEBT RETIREMENT	2017 LEASE PURCHASE PRIN	30,000
200.8800.932	DEBT RETIREMENT	2017 LEASE PURCHASE INT	4,500
			140,150



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Finance/Treasurer

Issue

1. Finance Committee
 - a. Financial Report for May 2018

Summary

The Financial Report for the period ending May 31, 2018 has been placed in the Town's Dropbox and on the Town's Website.

The Finance Committee met on June 11, 2018 and will make a presentation to Council at their Regular Meeting.

Attachments

May 2018 Financial Report Summary

Recommendations

Motion to approve the May 2018 Financial Report

**Financial Report Summary
Month Ending May 31, 2018**

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



	Adopted Budget	Revised YTD Budget	MTD	YTD Posted	REMAINING BALANCE	%
General Fund 200						
Revenues	8,563,152	6,049,755	968,100	6,349,439	299,684	105%
Accrued Revenue		-	-	-		
Total Adj. Revenues	8,563,152	6,049,755	968,100	6,349,439	299,684	105%
Expenditures	8,563,152	7,020,963	586,752	6,776,203	(244,760)	97%
Revenues over/(under) Expenditures		(971,208)	381,348	(426,764)		
Grant Fund 250						
Revenues	-	732,033	25,934	158,021	574,012	22%
Expenditures	-	732,033	46,888	152,527	579,506	21%
Revenues over/(under) Expenditures		-	(20,954)	5,494		
Utility Fund 300						
Revenues	3,742,150	3,135,124	104,474	3,141,224	6,101	100%
Accrued Revenue		-	-	-	-	
Total Adj. Revenues	3,742,150	3,135,124	104,474	3,141,224	6,101	100%
Expenditures	3,742,150	3,212,587	245,527	2,806,088	(406,499)	87%
Operating Expenditures	3,742,150	3,212,587	245,527	2,806,088	(406,499)	87%
Revenues over/(under) Expenditures		(77,463)	(141,053)	335,137		
Stormwater Fund 600						
Revenues	428,042	392,343	35,670	392,372	28	100%
Expenditures	428,042	385,941	22,318	262,069	(123,872)	68%
Revenues over/(under) Expenditures		6,402	13,352	130,303		
Total All Funds						
Revenues	12,733,344	9,577,222	1,108,245	9,883,035	305,814	103%
Expenditures	12,733,344	10,619,491	854,597	9,844,361	(775,131)	93%
Revenues over/(under) Expenditures		(1,042,269)	253,647	38,675		



Town Council Agenda Summary

Meeting Date

June 19, 2018

Department

Administration

Issue

Appointments to Boards/Commissions/Committees

1. Roanoke Valley-Alleghany Regional Commission Executive Committee
2. Roanoke Valley Greenway Commission

Summary

The following appointments need to be considered by Council:

Roanoke Valley-Alleghany Regional Commission Executive Committee

Mayor Grose's term expires on the RVARC Executive Committee on June 30, 2018. He is interested in being re-appointed to another three-year term beginning July 1, 2018 and ending June 30, 2021.

Roanoke Valley Greenway Commission

Council Member Scheid's term expires on the Greenway Commission on June 30, 2018. She is interested in being re-appointed to another three-year term beginning July 1, 2018 and ending June 30, 2021.

Attachments

None

Recommendations

Motion to re-appoint Brad Grose to the RVARC Executive Committee and Janet Scheid to the Roanoke Valley Greenway Commission, both for new three-year terms beginning July 1, 2018 and ending June 30, 2021