

Bradley E. Grose, Mayor
Keith N. Liles, Vice Mayor
Sabrina McCarty, Council Member
Janet Scheid, Council Member
Michael W. Stovall, 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, September 17, 2019**

AGENDA

Consideration of:

- A. 7:00 p.m. - ROLL CALL AND ESTABLISHMENT OF A QUORUM**
- B. MOMENT OF SILENCE**
- C. PLEDGE OF ALLEGIANCE TO THE U. S. FLAG**
- D. UPCOMING COMMUNITY EVENTS/ANNOUNCEMENTS**
- E. REQUESTS TO POSTPONE, ADD TO OR CHANGE THE ORDER OF AGENDA ITEMS**
- F. CONSENT AGENDA**
 - 1. Consider approval of minutes:
 - a. Regular Council meeting of August 20, 2019
 - b. Regular Council meeting of September 3, 2019
- G. AWARDS, INTRODUCTIONS, PRESENTATIONS, PROCLAMATIONS**
 - 1. Presentation of the 2018 MADD Award – **Chief Tom Foster**
 - 2. Introduction of new Police Officer – **Chief Tom Foster**
- 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 Vinton Historical Society for property located at 210 East Jackson Avenue (Vinton History Museum)
 - 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. TOWN MANAGER

1. BRIEFINGS

- a. Briefing on proposed Ordinance to amend Chapter 10, Animals, Article III, Animals Other Than Dogs and Cats, Section 10-93, Beekeeping of the Town Code – **Nathan McClung/William Byrd Middle School Beekeeping Club**

2. ITEMS REQUIRING ACTION

- a. Consider adoption of a Resolution authorizing the Town Manager to file an application for allocation of Virginia Department of Transportation (VDOT) MAP-21 Fiscal Year 2021-2022 Transportation Alternatives (TA) Set-Aside Surface Transportation Block Grant (STBG) Program funds for Glade Creek Greenway Phase 2B – **Anita McMillan**

3. COMMENTS/UPDATES

L. REPORTS FROM COUNCIL COMMITTEES

1. Finance Committee – **Anne Cantrell**
2. Public Works Committee – **Joey Hiner**

M. MAYOR

N. COUNCIL

O. ADJOURNMENT

P. WORK SESSION

1. Further discussion on Cost of Service Study/Water & Wastewater Rates – **Courtney Rogers**

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 1, 2019 – 7:00 p.m. – Council Meeting - Council Chambers

October 10, 2019 – 4:00 p.m. – Economic Development Tour with Vinton Town Council and Roanoke County Board of Supervisors

October 21, 2019 – 2:00 p.m. – Finance Committee Meeting – TOV Conference Room



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Town Clerk

Issue

Consider approval of minutes:

- a. Regular Council meeting of August 20, 2019
- b. Regular Council meeting of September 3, 2019

Summary

None

Attachments

August 20, 2019 minutes
September 3, 2019 minutes

Recommendations

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, AUGUST 20, 2019, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

MEMBERS PRESENT: Bradley E. Grose, Mayor
Sabrina McCarty
Janet Scheid
Michael W. Stovall

MEMBERS ABSENT: Keith N. Liles, Vice Mayor

STAFF PRESENT: Barry W. Thompson, Town Manager
Pete Peters, Assistant Town Manager/Director of Economic Development
Susan N. Johnson, Executive Assistant/Town Clerk
Jeremy Carroll, Town Attorney
Thomas Foster, Police Chief
Anne Cantrell, Finance Director/Treasurer
Joey Hiner, Public Works Director
Donna Collins, Human Resources Director
Fabricio Drumond, Police Captain
William Herndon, Assistant Public Works Director
Nathan McClung, Principal Planner

The Mayor called the regular meeting to order at 7:00 p.m. The Town Clerk called the roll with Council Member McCarty, Council Member Scheid, Council Member Stovall and Mayor Grose present. Vice Mayor Liles was absent.

Roll call

After a Moment of Silence, members of the William Byrd High School Softball Team led the Pledge of Allegiance to the U.S. Flag.

Under upcoming community events, Council Member McCarty announced the following: August 23-September 8 – The Confederates – Star City Playhouse; August 24 – 3:30 – 5:30 p.m. – Macado’s Dog Days of Summer – Lancerlot Sports Complex; August 24 - 6:00-9:00 p.m. – Lee Avenue Block Party – Lee Avenue and September 7 – 5:00-10:00 p.m. – Virginia Steak Festival – Farmer’s Market. The Vinton History Museum is accepting donations (no clothing items) for their yard sale on September 28th. Council Member McCarty also commented on the success of the Creekfest at the Farmer’s Market this past Saturday.

Under requests to postpone, add to or change the order of agenda items, the Town Manager requested to add under Section J, Town Manager, Section 2, Items Requiring Action, Item (b) to consider adoption of a Resolution appropriating funds from Pari-mutuel Tax Revenue to the Capital Fund to cover the estimated cost not to exceed \$100,000.00 for security improvements to the Municipal Building and under Section N, Closed Session, Item (3), request to Convene in Closed Meeting, Pursuant to §2.2-3711(A)(5) for discussion concerning a prospective business interested in locating in the Vinton downtown area where no previous announcement has been made of the business' interest in locating its facilities in the community.

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

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

Under awards, introductions, presentations, the first item was a Proclamation to recognize the William Byrd High School Softball Team for winning the first State title in school history. After brief comments by Council Member Stovall, he read the Proclamation and then presented it to Coach Greg Barton and the members of the team. Coach Barton made closing comments.

The next item was the Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended June 30, 2018 awarded to the Treasurer/Finance Department. Anne Cantrell commented that this award has been received by the Treasurer/Finance Department from 1995 through 2018 and expressed appreciation to Council for their support. As members of the Finance Committee, Council Member Scheid and Mayor Grose made brief comments and expressed appreciation to the staff of the Finance Department.

Approved the requested additions to the Agenda

Approved minutes of the Regular Council Meeting of July 16, 2019 and Resolution No. 2314 appropriating \$100.00 received from Project Support, Inc. to utilize at the Police Department's discretion to fund supplies for National Night Out on August 6, 2019

The next item on the agenda was a briefing on the resolution of support for application to Virginia Department of Transportation (VDOT) for Revenue Sharing matching funds for the Mountain View Reconstruction project. Joey Hiner first commented that the Town is planning to reconstruct Mountain View Road and is applying for matching funds through the VDOT Revenue Sharing Program. The Town has committed to \$500,000 towards the project to match the \$500,000 from the Revenue Sharing program. The application process requires a Resolution from Council that indicates a desire to participate in the program, a commitment to fully fund the project and support to submit the application. The final application is to be submitted to VDOT no later than October 1st to be eligible to receive funds for the 2021-2022 fiscal year. We were notified a few days ago that our pre-application has been accepted.

Council Member Scheid asked what the total cost would be. Mr. Hiner responded that they have been talking with engineers to get some pricing, but do not have those costs yet. They do expect the \$1 million to go a long way.

Council Member Scheid next commented that the application has to be in by October 1st and asked how long it takes for approval for the funds and what happens next. Mr. Hiner responded that these are state funds as opposed to federal funds, so it is an easier process. It goes through the Commonwealth Transportation Board for approval along with many other projects, but revenue sharing has its own bucket of money. He is not exactly sure of the date that we would hear if we were approved for the funding, but usually it is early Spring.

With regard to the total cost, Mr. Hiner commented that he is expecting to have a much better idea at the time the application is submitted. Staff is looking at some smaller areas that perhaps can be done in-house or as a smaller project before these funds become available on July 1, 2021. Possibly a complete re-pave would also be a part of the \$1 million as well from the Roanoke County line to Washington Avenue.

Council Member McCarty commented that the public does not understand why we cannot just pave Mountain View and asked Mr. Hiner to briefly explain for the record what has to be done to get this road fixed. Mr. Hiner responded that paving would last for

a year or two and then we would see the same failures as we are right now. The failure is in the base of the road and in some cases the subgrade, the material that the base it put on. Other issues relate to drainage and not having the right stone or in some places no stone underneath the asphalt, which may require adding some drainage in those areas to get the water away from under the asphalt. Mountain View has an average daily traffic of 4,000 vehicles, which according to engineers and representatives with VDOT is surprising considering that it is a residential road.

The Town Manager reminded Council that we set aside in this year's CIP budget funds from Rosie's in the amount of \$350,000 to accumulate for funding for this project. If we need the funds for full-funding of the Revenue Sharing by July 1, 2021, we will set aside the additional funds in next year's budget so we can meet that target.

The Mayor asked for clarification that we are going to fix the road that is currently there and there would be no widening or straightening of the road. Mr. Hiner responded that it will be the existing footprint there is there with the same width markings that exist now.

The next item on the agenda was a briefing on proposed Ordinance to amend Chapter 34, Environment, Article II, Noise, Sections 22, 23, 26 and 27 of the Town Code. Nathan McClung first commented that there were three principles that guided through this process—updating our Code to match the State Code; modernization to accommodate new technologies and to optimize the Town's businesses, different uses, resources and also services that we provide.

Mr. McClung next reviewed the changes to the proposed Ordinance that was provided with the agenda package. With regard to the change of the start time from 9:00 p.m. to 10:00 p.m., Mr. McClung commented that this was the main reason for updating the Ordinance. We are currently the only jurisdiction in the Roanoke Valley that has ours set at 9:00 p.m. and referred to the Noise Ordinance Chart that was provided with the agenda package. Also, the Town has become a destination with a lot of the businesses starting to focus on entertainment, recreation, food and beverage and capitalizing on experiences. As we move toward a service-based economy the demand for these businesses rise and we would not want

businesses or organizations in Town to not remain competitive.

Council Member Scheid asked for clarification that this is an amendment to the Town Code and not the zoning ordinance. Mr. McClung responded that was correct. Council Member Sched next asked if changing it from 9:00 p.m. to 10:00 p.m. would it cover most if not all of the Town sponsored activities. Mr. McClung responded yes.

The Town Manager commented that this item would be on the September 3rd agenda for final approval of the Ordinance.

The next item on the agenda was to consider adoption of a Resolution authorizing the Town Manager to execute a Contract for Professional Legal Services between the Town of Vinton and Roanoke County Commonwealth's Attorney retroactive to July 1, 2019. Anne Cantrell commented that the Finance Committee reviewed this contract recommended a slight change in the terms. The last Contract in 2017 was approved for a two-year period. Since we are in a year with an upcoming election, we wanted to change the term of the agreement to match the election. This has been discussed with Roanoke County staff and they understand the position that we are taking and have not requested any changes to the Contract.

The Town Manager commented that the Interim Commonwealth's Attorney is present, Aaron Lavender and invited him to make comments. Mr. Lavender commented that the Commonwealth's Attorney by statute has to prosecute felonies that occur in Roanoke County and the Town of Vinton. Misdemeanors and infractions and Town Code violations are prosecuted at the discretion of the Commonwealth's Attorney. He has an excellent staff of attorneys that are all very experienced and he would like to keep them as well compensated as he can to keep them in the office. They have a fantastic relationship with Chief Foster and his department and work very closely with his officers and would like to continue providing those services to the Town.

Council Member Scheid asked if the services Mr. Lavender was referring to are specifically the payment of \$11,586.00 a year that is used to supplement the salaries of the six attorneys in his office. Mr. Lavender

responded the supplement was only for the assistants and not for the Commonwealth's Attorney. Council Member Scheid next asked Mr. Lavender if this additional compensation is what allows them to take on misdemeanor cases. Mr. Lavender responded it is not based on the money. The Compensation Board in Virginia determines the number of assistants they can have in the office. The localities can supplement those positions either by entire positions or supplementing the salaries. Roanoke County supplements the salaries of the assistants to prosecute misdemeanors in Roanoke County and also County Code violations as well.

Council Member Sched next asked if they are getting this supplemental salary from the County and you are also getting it from the Town would it be fair to say that Town residents are paying twice because we are also Roanoke County residents and pay Roanoke County taxes. Mr. Lavender responded that he did not see it that way. The Town has its own Police Department in addition to the Roanoke County Police Force and they are generating a lot of cases. They generally have their Court cases on Thursdays which is a very heavy day for us with the Court schedules. With the additional cases that are generated it is more work on the assistants and thus the request for the additional compensation. Council Member Scheid commented that she appreciated his perspective, but thought it was something that would need to be discussed further.

The Town Clerk commented that there is a revision to the original Resolution to correct the year at the end of the first WHEREAS paragraph from 2019 to 2021. The motion will need to be for the revised Resolution that was provided to Council.

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

The Town Manager commented on the invitation to a joint meeting of local elected for the Roanoke and New River Valley region on September 12th from 6:00-8:00 p.m. at the Virginia Tech Carilion Building and asked Council to let the Town Clerk know if they are planning on attending.

Adopted Resolution No. 2315, as revised, authorizing the Town Manager to execute a Contract for Professional Legal Services between the Town of Vinton and Roanoke County Commonwealth's Attorney retroactive to July 1, 2019

The next item that was added to the agenda was

to consider adoption of a Resolution appropriating funds from Pari-mutuel Tax Revenue to the Capital Fund to cover the estimated cost not to exceed \$100,000.00 for security improvements to the Municipal Building. The Town Manager commented that Donna Collins, our HR Manager; Bo Herndon, our Facility Manager and Chief Foster will update Council since the presentation in February of 2018 on the security needs of the Municipal Building. In light of recent activities across the United States as well as the Virginia Beach incident, we felt it was something we needed to bring back to Council. We have looked at the costs involved in securing the building and have had several employees to voice concerns relating to safety.

Donna Collins reviewed the first slide of a Power Point presentation, which was provided to Council prior to the meeting and is on file in the Town Clerk's Office as a part of the permanent record. Ms. Collins commented on the locations and purposes of each of the proposed security measures shown on the diagram.

With regard to the panic and notification buttons, there was further discussion and comments on where the alert would go once they were pushed and the information that would be provided to 9-1-1 dispatch in Roanoke County.

Chief Foster next reviewed the remaining slides that showed the security features for Council Chambers and an example of the doors and the ballistic glass in the Finance and Planning & Zoning Departments.

The Town Manager next commented that staff is recommending that Council pass the Resolution that has been presented. Staff is also recommending that the funding source come from the revenue generated by Rosie's which has over exceeded the budget expectations. A new account would be set up to cover the cover the security items in the Capital Fund.

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

Adopted Resolution No. 2316 appropriating funds from Pari-mutuel Tax Revenue to the Capital Fund to cover the estimated cost not to exceed \$100,000.00 for security improvements to the Municipal Building

Under reports from Council Committees, Anne

Cantrell first commented that the Finance Committee met on August 12th and discussed a Police Department Donation Resolution, the Glade Creek Greenway Grant Update, Preliminary June 2019 Financial Statements, Utility Rate Increase Calendar, the Commonwealth Attorney Contract and trash collection. With regard to the preliminary financial report for June, Ms. Cantrell reviewed a PowerPoint presentation, which is on file in the Town Clerk's Office as a part of the permanent record. With regard to the cash balance, Ms. Cantrell commented this was the highest they have seen for a long time. We are definitely starting to get more of a conservative revenue and expenditure approach and seeing some of the performance of that now.

Ms. Cantrell next commented on the Utility Rate Increase Calendar. Since Council has had a presentation from Davenport and Company, we wanted to review what are the next steps to put the plan in place.

For the Public Works Committee report, Mr. Hiner

commented that the Public Works Committee met on July 17. The Committee reviewed a draft of a right-of-way mowing Ordinance which describes the areas of right-of-way that a resident or property owner of an adjacent lot is responsible to mow. The draft used language from Roanoke City's Ordinance as well as language from the State Code and Nathan McClung also worked with the Town Attorney on the draft. Council will be briefed on the proposed Ordinance at an upcoming Council meeting.

The Committee also discussed unused alleys and paper streets that are recorded, but serve no real purpose to the Town. Most are not maintained, but some are maintained by adjacent residents as part of their yard and some have utilities on them. Those that have utilities could likely remain as such or have easements placed for the utilities if they are vacated. The Committee recommended identifying the alleys and paper streets to start the process of having them vacated a few at a time to include contacting utility companies to see what they have in those alleys.

The RVTV Refuse PSA produced to promote the revised refuse collection process was also shown at the meeting. This video is currently on rotation on RVTV and has been shared on Facebook.

Mr. Hiner next commented that the Committee also discussed the possibility of scheduling a field trip to view some of the alleys and areas for the mowing. They also discussed the proliferation of promotional signs that spring up in the rights-of-way and the plan that Public Works and Planning & Zoning has to mitigate those signs. The next meeting is scheduled for September 12th.

The Mayor commented that the Town is fortunate to have such great civic organizations and churches and that the Vinton Breakfast Lions Club recently had built and dedicated a picnic shelter at Herman L. Horn Elementary School. He also commented on the success of the National Night Out event and the success of the Gladetown Community Reunion. He also commented on the coverage that Debbie Adams gives the Town and her devotion and dedication to her job.

Comments from Council: Council Member Scheid commented on the recent work at the Garthright Bridge. Council Member Stovall commented on the success of Rosie's and its benefit to the Town. He also commented that the Town's leadership coming to Council and making the security presentation indicates that they believe in our employees and want to protect them.

The next item on the agenda was a request to convene in Closed Meeting, pursuant to § 2.2-3711 (A) (3) of the 1950 Code of Virginia, as amended, for discussion or consideration of the acquisition of real property located in the Vinton downtown area for a public purpose, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; §2.2-3711(A)(5) for discussion concerning a prospective business interested in locating in the Vinton downtown area where no previous announcement has been made of the business' interest in locating its facilities in the community and § 2.2-3711 (A) (7) for consultation with legal counsel and briefings by staff members pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the Town's negotiating or litigating posture.

Council Member Stovall made a motion to convene in Closed Session; the motion was seconded by Council Member Scheid and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty,

Scheid, Stovall, Grose; Nays (0) – None; Absent (1) - Liles. Council went into Closed Session at 8:40 p.m.

At 9:50 p.m., the regular meeting reconvened and the Certification that the Closed Meeting was held in accordance with State Code requirements was approved on motion by Council Member Stovall; seconded by Council Member McCarty and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Stovall, Grose; Nays (0) – None; Absent (1) - Liles.

Certification of Closed Meeting

Following the Closed Session, Council Member Scheid made a motion to authorize the Treasurer to appropriate the sum of \$260,000 from Fund Balance to the Purchase of Land line item in the Council budget; the motion was seconded by Council Member McCarty and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Stovall, Grose; Nays (0) – None; Absent (1) - Liles.

Authorized the Treasurer to appropriate the sum of \$260,000 from Fund Balance to the Purchase of Land line item in the Council budget

Council Member Scheid made a motion to adjourn the meeting; the motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Stovall, Grose; Nays (0) – None; Absent (1) - Liles. The meeting was adjourned at 9:52 p.m.

Meeting adjourned

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk

AT A CLOSED MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, AUGUST 20, 2019 AT 7:00 P.M. IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

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

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

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

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

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

Motion made by Council Member Stovall and seconded by Council Member McCarty with all in favor.


Clerk of Council

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 7:00 P.M. ON TUESDAY, SEPTEMBER 3, 2019, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

MEMBERS PRESENT: Bradley E. Grose, Mayor
Sabrina McCarty
Janet Scheid
Michael W. Stovall

MEMBERS ABSENT: Keith N. Liles, Vice Mayor

STAFF PRESENT: Barry W. Thompson, Town Manager
Pete Peters, Assistant Town Manager/Director of Economic Development
Susan N. Johnson, Executive Assistant/Town Clerk
Jeremy Carroll, Town Attorney
Thomas Foster, Police Chief
Anne Cantrell, Finance Director/Treasurer
Anita McMillan, Planning & Zoning Director
Joey Hiner, Public Works Director
Julie Tucei, Planning & Zoning Coordinator

The Mayor called the regular meeting to order at 7:00 p.m. The Town Clerk called the roll with Council Member McCarty, Council Member Scheid, Council Member Stovall and Mayor Grose present. Vice Mayor Liles was absent.

Roll call

After a Moment of Silence, Council Member Stovall led the Pledge of Allegiance to the U.S. Flag. After the Pledge, Council Member Stovall commented on the death of Billy Vinyard.

Under upcoming community events, Council Member McCarty announced the following: August 23-September 8 – The Confederates and the Boor – Star City Playhouse; September 7 – 5:00-9:00 p.m. – The Virginia Steak Festival – Farmer’s Market; September 13 – Virginia Tech vs Radford - 7:30 p.m. - Lancerlot Sports Complex; September 14 - Mingle at the Market with Seven Mile Ford – 7:00-10:00 p.m. – Famer’s Market; September 7 – 10:00 a.m. to 12 Noon – Dulcimer Jam - Vinton History Museum; September 17 – 2:00 p.m. – Kim Butterfield-Heirloom Fruits and Vegetables – War Memorial and September 28 - 8:00 a.m. to 1:00 p.m. – Yard Sale – Vinton History Museum. Council Member McCarty also announced the engagement of Vice Mayor Liles and Lisa Abshire.

Chief Foster made comments on the American Spirit and how we approach and solve problems and then shared a quote from Thomas Edison on how he

dealt with the continuing failures that he experienced on trying to invent the lightbulb, "I have not failed. I've just found 10,000 ways that won't work".

Under awards, introductions, presentations, the Mayor read a letter from Mike Warner, Interim Executive Director for the RCACP, commending Barry Thompson for his leadership as Chairman of the RCACP Executive Committee and for all of the support he has given to him.

The next item related to the new Town of Vinton website. The Town Clerk recognized Julie Tucei in the audience who has been instrumental in all three of the Town's websites. After additional comments on the history of the website, the Town Clerk showed the new website and pointed out some of its features.

The next item on the agenda was a briefing on the availability of Virginia Department of Transportation (VDOT) MAP-21 Fiscal Year 2021-2022 Transportation Alternatives (TA) Set-Aside Surface Transportation Block Grant (STBG) Program funds for Glade Creek Greenway Phase 2B. Anita McMillan first commented that in 2015 the Town applied for a TA grant for the entire Phase 2 of the Glade Creek Greenway. Since 2015 the cost of the project has increased due to additional requirements for reviews by Federal, State and Norfolk Southern. Because the TA funds have to be expended within five years, VDOT recommended that we phase the project into Phase 2A and 2B. Phase 2A (Gus Nicks Boulevard to Gearhart Park) will be done by using the existing funds that we received from the 2015 application. The cost for this Phase 2A also increased and we are hoping to cover the additional cost under this fiscal year and next fiscal year's budgets. The 100% design for the 2A has been submitted and approved by VDOT, but we are still waiting for the environmental approval. We want to advertise by October and begin construction in the Spring of 2020.

With regard to Phase 2B, we were made aware of the availability of TA funds in May and submitted our pre-grant application on July 1st. Staff has met with Salem VDOT representatives on several occasions regarding this project and they feel that this Phase has a good chance of being funded because we will be starting with 2A. Phase 2B will be from Gearhart Park to Walnut Avenue and will include improvements to the crosswalk on Walnut and an overhead shelter required by Norfolk Southern. This has been pre-approved and is not going to VDOT right-of-way for the next approval.

Ms. McMillan next commented that the additional cost related to the additional review fee by Norfolk Southern, the environmental review and the overhead shelter. The estimated cost of the Phase 2B is \$476,000 and we are applying for is \$380,800. We have received an email that we can submit the full application by October 1st.

Council Member Scheid commented that a question came up at the Finance Committee meeting concerning some funding that VDOT had indicated was available to the Town, but had not been verified and asked if the Town Manager was able to follow up on that. Ms. McMillan responded that she, the Town Manager and Mr. Peters met with VDOT on August 16th and they were told those funds had been allocated to other projects. However, there may be additional funds available, but we will still have to provide the 20% required match. Staff administration time can be counted toward the reimbursable costs and we are still hoping for VDOT right-of-way to approve the donated easement from Roanoke County as part of the in-kind match in the amount of \$26,000 for Phase 2A.

Council Member Scheid next asked what the match would be for Phase 2B. Ms. McMillan responded the required match of 20% is approximately \$95,200 with \$32,000 being provided by Path Finders for the Greenway for the overhead shelter protection and the Town having to contribute approximately \$60,000. Staff administration costs can be counted as reimbursement costs.

The next item on the agenda was a briefing on the proposed Lease between the Town and The Vinton Historical Society for property located at 210 East Jackson Avenue (Vinton History Museum). Pete Peters commented that the Town and the Historical Society have had a long-standing partnership in the operation of the History Museum. It was time to update certain terms of the Lease with the Town's current lease template similar to those recently completed with the Chamber and The Advancement Foundation.

Mr. Peters next highlighted some of the pertinent terms of the draft lease from the Cover Sheet that was part of the agenda package. The initial term of the lease will be through June 30, 2020 with the option to renew for three additional one-year terms. This will align with the Chamber and The Advancement Foundation leases so that they will all expire at the same time and we can have the Public Hearings at the same time.

This item will be brought back to Council as part of the required Public Hearing on September 17, 2019 and Council will be asked to consider action on the lease following the Public Hearing. The Historical Society has reviewed the draft Lease and the Town Attorney will be reviewing the draft for any edits prior to the authorization on September 17th.

The next item on the agenda was to consider adoption of an Ordinance to amend Chapter 34, Environment, Article II, Noise, Sections 22, 23, 26 and 27 of the Town Code. The Town Manager commented that Council was briefed on the proposed Ordinance at their August 20, 2019 meeting and the reasons for the proposed revisions. The change in the time from 9:00 p.m. to 7:00 a.m. to 10:00 p.m. to 7:00 a.m. was one of the key revisions.

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

Adopted Ordinance No. 1005 to amend Chapter 34, Environment, Article II, Noise, Sections 22, 23, 26 and 27 of the Town Code

The next item on the agenda was to consider adoption of a Resolution in support of an application to Virginia Department of Transportation (VDOT) for Revenue Sharing matching funds for the Mountain View Reconstruction project. Mr. Hiner commented that Council was briefed at their last meeting on the process for the VDOT Revenue Sharing funds and the requirement of a Resolution from Council. The final application is to be submitted to VDOT no later than October 1, 2019 to be eligible for funds for FY 2021-2022.

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

Adopted Resolution No. 2317 in support of an application to Virginia Department of Transportation (VDOT) for Revenue Sharing matching funds for the Mountain View Reconstruction project

The Town Manager commented that he, the Town Clerk and Mr. Hiner have prepared a Fact Sheet on the Reconstruction Project that will go out on the website and social media tomorrow. The Fact Sheet identifies all of the elements about the project and will provide information to hopefully address some of the questions about the project and the timeframe. There was further discussion regarding the timeframe of the project and the fact that the earliest any planning or engineering would begin would be in

July of 2021. However, Mr. Hiner commented that they have engineers looking to see if there are some areas that perhaps could be done ahead of this schedule. The funds would be available July 1, 2021 with a two-year window, but VDOT wants to see some action on the project within a year.

The next item on the agenda was to consider adoption of a Resolution authorizing the Town Manager to execute the necessary documents, including a deed, for the dedication by Roanoke County of multiple greenway easements to the Town for the Glade Creek Greenway Phase 2 Project. Anita McMillan commented that Council was briefed at their July 16, 2019 meeting on these easements. They will be for the trailhead parking, temporary construction and the existing and proposed drainage for the project. The Roanoke County Board of Supervisors had their first reading on July 23, 2019 and the second reading and public hearing was on August 27, 2019.

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

The Mayor commented on the success of the Lee Avenue Block Party held last week.

Comments from Council: Council Member McCarty expressed thanks for the Fact Sheet on the Mountain View Road Reconstruction Project.

Council Member Scheid made a motion to adjourn the meeting; the motion was seconded by Council Member McCarty and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – McCarty, Scheid, Stovall, Grose; Nays (0) – None; Absent (1) - Liles. The meeting was adjourned at 7:45 p.m.

Adopted Resolution No. 2318 authorizing the Town Manager to execute the necessary documents, including a deed, for the dedication by Roanoke County of multiple greenway easements to the Town for the Glade Creek Greenway Phase 2 Project

Meeting adjourned

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Police

Issue

Presentation of the 2018 MADD Award

Summary

Chief Foster will present Officer Matthew Stafford the 2018 MADD Award for his “outstanding service to reduce drunk and drugged driving in Virginia” from January 1, 2018 – December 31, 2018.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Police

Issue

Introduction of new Police Officer

Summary

Chief Foster will present Officer C. W. Shively to Council and give a brief introduction.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Administration

Issue

Consideration of public comments concerning the proposed granting of a lease to The Vinton Historical Society for property located at 210 East Jackson Avenue (Vinton History Museum)

Summary

The Vinton Historical Society operates the Vinton History Museum and has agreed to updated terms of a proposed Lease Agreement with the Town for the property located at 210 E Jackson St.

General Terms of the Lease Agreement include:

- Initial lease is for 9 months and will begin October 1st, 2019 through June 30th, 2019, in order to align on a fiscal year basis.
- The lease would contain three (3) additional one year renewals and will set to expire on June 30th, 2023, as to align with other similar leases the Town maintains with community partners for publically owned property.
- TOV will maintain major operating systems to include HVAC, plumbing and electrical.
- TOV will provide routine exterior maintenance to the roof, windows, walls and doors.
- TOV will provide all utilities.
- The Historical Society will provide all routine grounds maintenance.
- The Historical Society will provide funds for major physical improvements with regards to operation of the building as a History Museum.
- A separate MOU will be utilized to provide guidance and establish parameters specific to the staffing and operations of the History Museum.

Council was briefed on the proposed Lease at their September 3, 2019 meeting.

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 _____ day of September, 2019, by and between the Town of Vinton, (“Town”), a municipality of the Commonwealth of Virginia, and Vinton Historical Society, Inc. (“Tenant”), a Virginia non-stock corporation.

RECITALS

WHEREAS, Tenant requests to lease Town property located at 210 E Jackson Avenue, Vinton, VA 24179 (the “Property”), for the purpose of operating the Vinton Historical Society Museum, where the Tenant will curate and display artifacts and other items of historical significance or interest and relating to the Town of Vinton or the greater Vinton Community.

WHEREAS, Town finds that Tenant’s lease of the Property will benefit the citizens of the community by the Tenant’s efforts to collect, preserve and display historically significant items for current and future generations of citizens and visitors to learn about the history and growth of the Town of Vinton; and

WHEREAS, Town also finds that Tenant’s lease of the Property will benefit Town by the Tenant’s development and operation of seasonal special events and activities to market the facilities’ offerings and to fundraise for the Tenant’s efforts the preserve and display the items contained within the museum for the benefit of the community and the general public; and

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

1. LEASE

Town hereby leases to Tenant and Tenant hereby leases from Town the Property, as defined herein, exclusively for use as museum.

2. PROPERTY; POSSESSION AND USE OF PROPERTY

- a) Town makes no representations or warranties as to the condition of the Property. Tenant must make its own determination as to whether the Property is suitable for its purposes. Town specifically disclaims any warranty that the Property is fit for the particular use or purpose that the Tenant proposes. Subject to the Town’s express obligations under this Lease, Tenant’s entry into the possession of the Property shall constitute conclusive evidence that the Property is in good and satisfactory condition. Town shall not, under any circumstances, be liable for indirect, consequential or incidental damages to Tenant.
- b) Tenant shall, in all cases and at all times, use the Property, and cause the Property to be used by Tenant’s agents, employees, contractors, invitees and licensees, in conformance with all applicable laws, ordinances, orders, rules, and regulations.
- c) Subject to the limitations contained in this Lease, Town shall deliver quiet possession of the Property to Tenant on the Commencement Date and, subject to Tenant’s

compliance with the terms of this Lease, shall provide quiet enjoyment of the Property to Tenant during the Term and any Renewal Term.

3. TOWN RESPONSIBILITIES

- a) Town will maintain the heating, air conditioning, plumbing and electrical systems that service the Property in good repair and in a condition suitable to the use for which they are intended; provided, however Town shall not be responsible for maintaining or repairing any damage caused by the errors, acts or omissions of Tenant or its agents, employees, contractors, invitees, or licensees, which maintenance and repairs shall be performed by Tenant at its expense.
- b) Town will maintain the Property's roof, windows, exterior walls, and exterior doors in good repair and in a condition suitable to the use for which they are intended; provided, however Town shall not be responsible for maintaining or repairing any damage caused by the errors, acts or omissions of Tenant or its agents, employees, contractors, invitees, or licensees, which maintenance and repairs shall be performed by Tenant at its expense.
- c) Town will provide all reasonably necessary electricity, heating, water/sewer and telephone service for the Property. All other utilities will be Tenant's responsibility. Town shall not be liable for any interruption or curtailment whatsoever in the furnishing of utilities to the Property, whether or not they are furnished by Town.
- d) Town shall be provided access to the Property at all times reasonably necessary to carry out its maintenance responsibilities and to provide utilities and services required under this section.

4. TENANT RESPONSIBILITIES

- a) Tenant will be responsible for all Property maintenance and repairs not expressly assigned to Town in the foregoing section. Tenant shall be solely responsible for its fixtures, furnishings, equipment, and personal property owned or installed by Tenant. Tenant shall be responsible for all maintenance, repair, replacement, and damages caused by the errors, acts, omissions, negligence, or willfulness of Tenant, or its agents, employees, contractors, invitees, or licensees.
- b) Tenant shall, at its own risk and expense, maintain the Property in good repair and in the condition it was when Tenant first occupied the Property, less ordinary wear and tear. All maintenance, repairs, and replacements made by Tenant shall be approved in advance by Town and shall be at least equal in class and quality to the original equipment and workmanship. Any maintenance, repairs and replacements made by Town at its expense must be done by qualified licensed contractors, plumbers, or electricians pre-approved by Town, in accordance with plans approved in advance by Town, in a good and workmanlike manner, and in accordance with all applicable laws and regulations.
- c) Tenant shall be responsible for security at the Property. Tenant shall maintain the Property as securely as reasonably possible during and after operating hours.
- d) Tenant will maintain and upkeep the Property, including the Property's grounds, including, but not limited to janitorial service, trash removal, routine cleaning of the building, mowing and trimming the lawn, snow removal, removing leaves and debris

from the Property, and all other steps reasonably required to make the Property and its grounds an attractive, safe and healthy environment.

- e) Notwithstanding any provision in this Lease to the contrary, Tenant shall be responsible for the cost of any major physical or equipment improvements to the Property, including without limitation the repair or replacement of appliances, equipment and mechanical systems, unless Town agrees in advance to share a portion of the cost.
- f) Tenant shall not make any alterations, modifications, or additions to the Property, or install any fixtures, equipment or partitions, or make any improvements, without the prior written consent of Town.

5. RENT

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

6. 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 Property (including any increased value of the Property based upon the value of such personal property or trade fixtures), and (b) any Tenant improvements or alteration in the Property (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.

7. TERM

The term of this Lease is for one (1) nine (9) month term, commencing on the 1st day of October, 2019 (“Commencement Date”) and ending on June 30, 2020 (“Termination Date”).

8. OPTION TO EXTEND TERM

If Tenant is not then in default under any of the terms or conditions of this Lease beyond applicable notice and cure periods, then Tenant may extend this Lease for up to three additional twelve (12) month periods by providing written notice to Town on or before the date that is sixty (60) days prior to the then-current Termination Date of Tenant’s intent to extend this Lease in accordance with the terms and conditions stated herein. Each twelve-month renewal period shall be referred to herein as the “Renewal Term”. Unless otherwise agreed in writing, each renewal shall be subject to the same terms and conditions as set forth herein.

9. TERMINATION OF LEASE

Tenant and Town shall have the option to terminate this Lease at any time during the Term or Renewal 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 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 Tenant will peaceably return the Property to Town 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 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 Property.

10. 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 email or facsimile, or five (5) business days after deposit in the United States Mail, postage prepaid, return receipt requested.

TO: Town

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

TO: Tenant

President
Vinton Historical Society
210 E Jackson Ave
Vinton, VA 24179

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 Property 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 Property for the purposes required by the Lease. Repair, replacement, or reconstruction of the Property 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 Property 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 Property or other tenants or occupants of the building in which the Property is located, and no such chemical, material, or substance shall be brought onto the Property 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 Property 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, licensees, or invitees, from the Property. Notwithstanding the foregoing, Tenant shall have the right to bring on the Property reasonable amounts of cleaning materials and the like necessary for the operation of Tenant's business, but Tenant's liability with respect to such materials shall be as set forth in this section.

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 Property from any cause whatsoever. All property, equipment, and materials, etc., belonging to Tenant, its employees, agents, contractors, licensees, or invitees, or any occupant of the Property 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 shall 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 use or occupancy of the Property or the exercise of any 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 error, act, omission, or negligence of Tenant or any of its agents, employees, contractors, licensees, or invitees.

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) 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.
- c) Prior to commencement of the Lease, Tenant shall furnish Town with Certificates of Insurance, in a format acceptable to Town, evidencing the insurance coverage required in this section. Any acceptance of insurance certificates by Town, or failure to request same, shall not limit or relieve Tenant of the duties and responsibilities assumed by it under this Lease. If Tenant fails to procure any such insurance, Town may procure such coverage and Tenant shall reimburse Town for its costs.
- d) Tenant hereby waives all rights of subrogation by any insurance company issuing policies carried by Tenant with respect to this Lease; Tenant's fixtures, furnishings, equipment, and personal property; Tenant's use or occupation of the Property; or Tenant's operations.

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, 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. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to Town that as of the date hereof as follows:

- a) The execution and delivery by Tenant of this Lease, and the performance by Tenant of its obligations hereunder, will not contravene any law, rule or regulation of any state or of the United States or any political subdivision thereof or therein, or any order, writ, judgment, injunction, decree, determination or award currently in effect, which, singly or in the aggregate, would have a material adverse effect on Tenant.
- b) Tenant is a Virginia corporation validly existing and in good standing under the laws of the Commonwealth of Virginia, is authorized to transact business in Virginia, and has all requisite power and authority to operate and lease the Property.
- c) Tenant has the requisite power and authority to have this Lease executed and delivered and to consummate the transactions contemplated hereby. The execution and delivery of this Lease and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Tenant and do not and will not violate the provisions of its articles of incorporation or bylaws. This Lease has been duly and validly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant, enforceable against it in accordance with its terms.

17. ATTORNEYS' FEES AND COSTS

In the event of a breach or attempted breach of any of the provisions of this Lease by Tenant, Town shall be entitled to recover from Tenant any and all costs actually incurred in connection with enforcing the terms of this Lease, including, without limitation, its attorneys' fees and court costs.

18. INTERPRETATION

No provision of this Lease shall be construed in favor of, or against, any particular Party by reason of any presumption with respect to the drafting of this Lease; both Parties, having fully participated in the negotiation of this instrument, hereby agree that this Lease shall not be subject to the principle that a contract would be construed against the Party which drafted the same.

19. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree that, in the performance of this Lease, they will comply with all applicable laws, statutes, rules, regulations, or orders of the United States government or of any state or political subdivision.

20. HEADINGS

The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

21. FAILURE TO ENFORCE NOT A WAIVER

A failure by either Party to pursue or enforce any remedy or right available under the terms and conditions of the Lease, any statute, or common law shall not be interpreted as a waiver of that Party's right to pursue or enforce such an available remedy or right at a later date. Waiver by one Party of a breach by the other Party of any of the terms and conditions of this Lease shall not be construed as a waiver of any other past, present or future breach.

22. SEVERABILITY

If any provision of this Lease, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Lease shall not be affected and all other terms and conditions of the Lease shall be valid and enforceable to the fullest extent permitted by law.

23. APPLICABLE LAW

The laws of the Commonwealth of Virginia shall govern the interpretation, validity, performance and enforcement of this Lease. The Parties choose the state or federal court of appropriate jurisdiction in the County of Roanoke, Virginia as the venue for any action initiated related to this Lease.

24. 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 municipality
of the Commonwealth of Virginia

Vinton Historical Society, Inc.,
a Virginia non-stock corporation

By _____
Barry W. Thompson, Town Manager

By _____
Randy Layman, President

APPROVED AS TO FORM

By _____
Town Attorney

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, SEPTEMBER 17, 2019, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, LOCATED AT 311 S. POLLARD STREET, VINTON, VIRGINIA.

WHEREAS, The Vinton Historical Society requests to lease Town property located at 210 E Jackson Avenue, Vinton, VA 24179 (formally known as the Mary Upson Williams Property), for the purpose of operating the Vinton Historical Society Museum, and

WHEREAS, the Town finds that the Vinton Historical Society's lease of the property will benefit the citizens of the community by the Tenant's efforts to collect, preserve and display historically significant items relating to the Town of Vinton or of the greater Vinton Community for current and future generations of citizens and visitors to learn about the history and growth of the Town of Vinton; and

WHEREAS, the Town also finds that the Vinton Historical Society's lease of the property will benefit the Town with the development and operation of seasonal special events and activities to market the facilities' offerings and to fundraise for the Society's efforts the preserve and display the items contained within the museum for the benefit of the community and the general public; and

WHEREAS, Town staff recommends that said Lease of Real Property between the Town and the Vinton Historical Society 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

September 17, 2019

Department

Planning & Zoning

Issue

Briefing on proposed Ordinance to amend Chapter 10, Animals, Article III, Animals Other Than Dogs and Cats, Section 10-93, Beekeeping of the Town Code

Summary

After being approached by the William Byrd Middle School (WBMS) Beekeeping Club about the potential of updating the current Town Code regulations governing beekeeping in the Town of Vinton, an effort commenced to bring these statutes up to date with the best practices recommended within the field of apiculture.

The Beekeeping Club provided Town staff with recommendations on revising the current code section and provided justifications for each of these proposed eliminations, additions, and changes. The Club benchmarked beekeeping ordinances from surrounding localities and conferred with the Blue Ridge Beekeeping Club when completing their research. Town Staff utilized these recommendations to develop this draft that allows for this important practice to continue in the Town of Vinton to protect both pollinators as well as properties.

Attachments

Letter from the William Byrd Middle School Beekeeping Club
PowerPoint presentation
Draft Ordinance

Recommendations

No action required

April 25, 2019

Dear Mayor Grose and the Vinton Town Council,

The William Byrd Middle School Beekeeping Club has researched surrounding district's beekeeping ordinances and standard beekeeping procedures. We also conferred with the Blue Ridge Beekeeping Club on our research. We recommend the following changes to the Vinton Town Ordinance Section 10-93. Beekeeping.

Modification:

Currently stated: "(3) Hives shall be kept clean and painted and not more than 12 hives shall be kept at one location."

(3) Hives shall be kept clean and painted with no more than four hives per the first 10,000 square feet is allowed with one hive per every additional 2000 square feet of lot size. Hives must be kept 40 feet to any house or other building used for residential purposes by anyone other than the person maintaining the apiary. During swarming months of April, May, and June only, a person shall be permitted to keep two (2) additional beehives, over and above those permitted during the rest of the year, on any parcel of real property.

Rationale:

*Twelve hives for a property in Vinton is too many hives for the average size lot. The formula above will adjust the number of hives to the size of the lot.

*During swarming months, some beekeepers lose a hive but will have the opportunity to catch a new one.

*A bee will fly out of a hive just a few feet before heading up well above people's heads to forage for pollen and nectar. Therefore, the required length from the other houses is appropriate.

Deletion:

Currently stated "(4) Bees shall not be handled or disturbed in daylight."

Rational: No surrounding counties and cities have this regulation because it is not advisable to check on a hive during the night. Every bee is back in the beehive, and the bees may be defensive at night since that is when predators try to rob a hive. During the day, a majority of the bees are gone and are within a 3 to 5-mile radius gathering nectar and pollen.

Addition:

* Property owner shall maintain an adequate, accessible, and useable supply of water for the bees.

Rational: If bees bother a neighbor it is usually because the bees are going to the other property to collect water and bring it back to the hive.

Thank you! We look forward to hearing from you. Please contact our sponsor, Ms. Balsley, if you have any additional questions. hbalsley@rcps.us or 562-3900 ext 34031

The WBMS Beekeeping Club



BEEKEEPING

**BY: WILLIAM BYRD MIDDLE SCHOOL
BEEKEEPING CLUB**

OUR HISTORY

- Club is 3 years old
- *New and veteran members
- *Members of the Blue Ridge Beekeeping Association
- *Experienced Beekeeper as our mentor,
- *Our hive is thriving and one of the few that survived the winter

HOW HONEYBEES EFFECT YOUR EVERYDAY LIFE

- Bee's help keep plants alive by *pollinating them. Without Bee's pollinating your plants lots of your foods would disappear. Some major one's would be your fruit and vegetables. Below is a picture of what your produce and dairy section in the grocery store would look like without bees!!!



Your dairy choices *with* bees

RECOMMENDED CHANGES TO THE VINTON TOWN ORDINANCES

**“(4) Bees shall not be handled
or disturbed in daylight.”**

RECOMMENDED CHANGES TO THE VINTON TOWN ORDINANCES

- **“(3) Hives shall be kept clean and painted and not more than 12 hives shall be kept at one location.”**



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RECOMMENDED CHANGES TO THE VINTON TOWN ORDINANCES

Addition to the Code: Property owner shall maintain an adequate, accessible, and useable supply of water for the bees. If a natural water source is available, then is not necessary. ie, stream, pond,

What can Vinton
plant to help the
bees?





ORDINANCE NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL, HELD ON TUESDAY, OCTOBER 1, 2019 AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

AN ORDINANCE amending Chapter 10, Animals, Article III, Animals Other Than Dogs and Cats, Section 10-93, of the Vinton Town Code.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Vinton that Chapter 10, Animals, Article III, Animals Other Than Dogs and Cats, Section 93 is amended as follows:

Chapter 10 – ANIMALS

* * *

ARTICLE III. – ANIMALS OTHER THAN DOGS AND CATS

* * *

Sec. 10-93. – Beekeeping.

(a) Definitions. Beehive means a single colony, hive or strand of bees, regardless of size.

(b) It shall be unlawful for any person to maintain any apparatus, structure or device which has for its purpose the keeping of bees, or to in any manner encourage such bees to swarm or hive or otherwise remain within the town, except under the following conditions:

- (1) Owners or keepers of bees shall apply for a permit from the town manager who shall determine that all requirements of this section are met before the permit is issued.
- (2) Bee hives shall not be located closer than ten (10) feet to the property line of adjoining property of anyone other than the person maintaining the apiary.
- (3) Bee hives shall not be located closer than 40 feet to any street, house or other building used for residential purposes by anyone other than the person maintaining the apiary or any apartment, hotel, motel, office, commercial establishment, church, or school. ~~or residence.~~
- (4) Hives shall be kept clean and painted and not more than 12 hives shall be kept at one location. with no more than four (4) beehives on any parcel of real property which contains ten thousand (10,000) square feet or less in area. With respect to parcels larger than ten thousand (10,000) square feet in area, one (1) additional beehive shall be permitted for each two thousand (2,000) square feet of area in excess of ten thousand (10,000) square feet. Notwithstanding the foregoing, during the months of April, May and June (swarm season) only, a person shall be

- permitted to keep two (2) additional beehives, over and above those permitted during the balance of the year, on any parcel of real property
- ~~(4) Bees shall not be handled or disturbed in daylight.~~
- (5) Property owner shall maintain an adequate, accessible, and useable supply of water for the bees.

* * *

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, CMC, Town Clerk



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Planning and Zoning

Issue

Consider adoption of a Resolution authorizing the Town Manager to file an application for allocation of Virginia Department of Transportation (VDOT) MAP-21 Fiscal Year 2021-2022 Transportation Alternatives (TA) Set-Aside Surface Transportation Block Grant (STBG) Program funds for Glade Creek Greenway Phase 2B.

Summary

Town Council was briefed on the program grant funding availability and submittal requirements on September 3, 2019. This grant request is for the construction of Phase 2B of Glade Creek Greenway, from Gearhart Park to Walnut Avenue. The proposed greenway consists of a 10-foot wide, paved, off-road, ADA-accessible, bicycle/pedestrian trail. The project is about 450 linear feet of trail, which will involve a crossing under the Norfolk Southern Railroad trestle with the construction of an overhead protection shelter and a crosswalk on Walnut Avenue to connect the existing Glade Creek Greenway Phase 1 and Phase 2A. Phase 2A is to be under construction by Spring 2020.

The estimated total Project cost is \$476,000.00. Grant funding in the amount of \$380,800.00 (80%) will be requested, with the remaining \$95,200.00 funds to be provided by the required 20% local match. Part of the 20% match can be provided by the grant administration cost, Pathfinders for Greenways for the materials and construction of the overhead protection shelter, and Town funds.

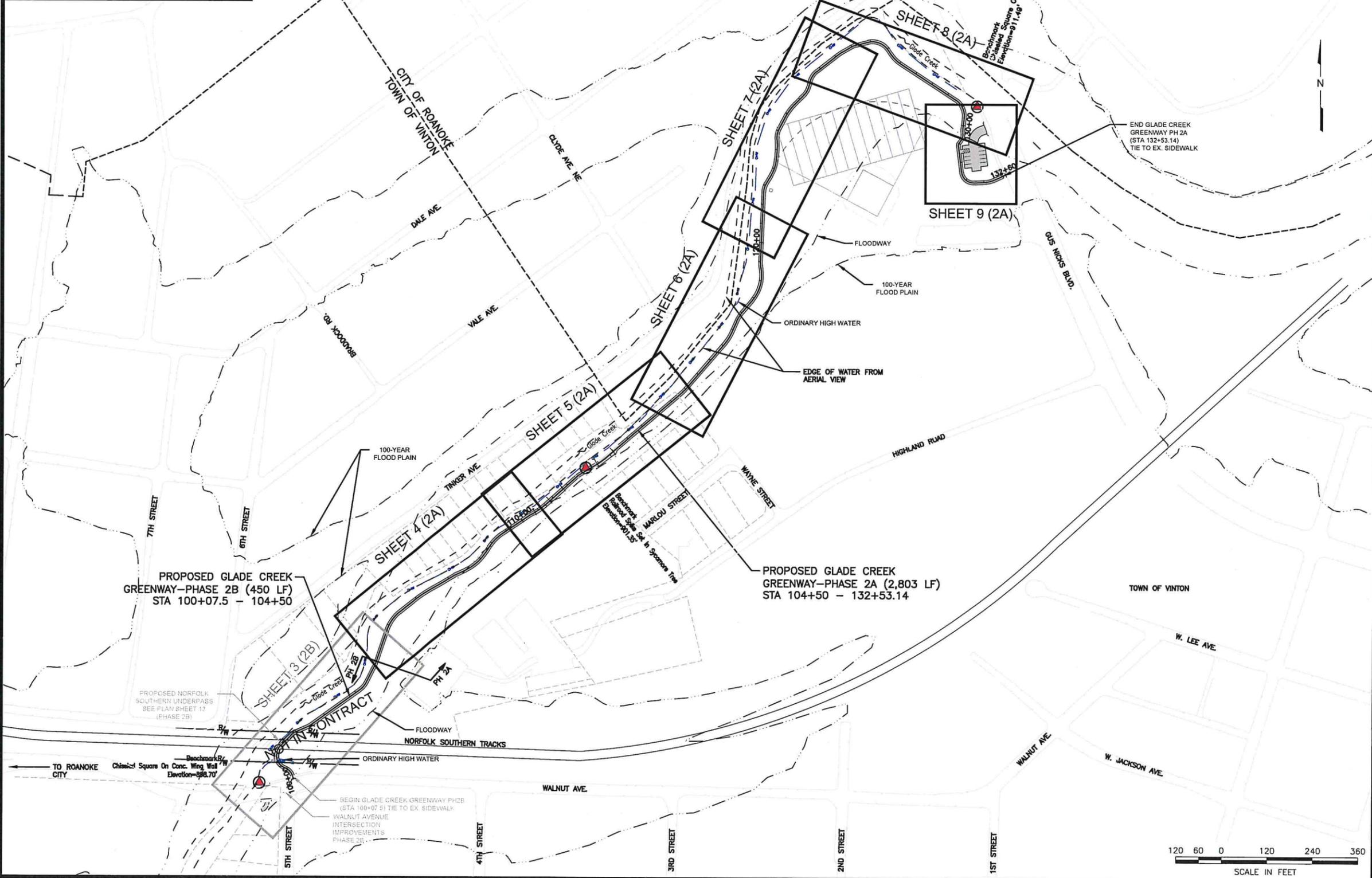
Attachment

Project Site Plan, Proposed Project Budget, Aerial Map
Resolution

Recommendations

Motion to adopt Resolution

NOTE: GLADE CREEK IS A JURISDICTIONAL WATERWAY
 FEMA MAP #51161C0167G, 51161C0168G, 51161C0169G
 28 SEPTEMBER 2007
 USGS ROANOKE QUAD
 --- 100 YEAR FLOODPLAIN
 --- FLOODWAY
 --- OHW --- ORDINARY HIGH WATER



HURT & PROFFITT
 1861 PRATT DRIVE, SUITE 1100
 BLACKSBURG, VIRGINIA 24060
 800 763 5596 TOLL FREE
 540 552 5592 MAIN
 ENGINEERING - SURVEYING - LAND DEVELOPMENT - ENVIRONMENTAL
 GEOTECHNICAL - CONSTRUCTION TESTING & INSPECTION - CULTURAL RESOURCES

PLAN SHEET LAYOUT
Glade Creek Greenway-Phase II
 Vinton, Virginia

PROJECT NO. 20170891
 LAT.
 LONG.
 DATE: 02 July 2019
 DRAWN BY: MDA
 CHECKED BY: SAS



SHEET NO.
2F

Jul 28, 2019 - 2:46pm C:\Users\jmh\OneDrive\Documents\20170891\22130\Unsaved_Drawing.dwg

ENGINEER'S ESTIMATE OF PROBABLE PROJECT COSTS
GLADE CREEK GREENWAY PHASE 2B
Vinton, VA

Date: 06 August 2019

PRELIMINARY ENGINEERING PHASE				
Property Research and Supplemental Survey	1	LS	\$	1,200.00
Environmental Recertification	2		\$	2,500.00
Update Contract Documents, Plans, and Stormwater Documents	2		\$	2,500.00
Grant Administration Costs	2		\$	2,500.00
VDOT Review Fees	2		\$	4,500.00
ESTIMATED PE PHASE COSTS			\$	13,200.00
RIGHT OF WAY PHASE				
Right of Way	2		\$	8,000.00
Stormwater Credits	2		\$	2,000.00
ESTIMATED RW PHASE COSTS			\$	10,000.00
CONSTRUCTION PHASE				
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	1	LS	\$ 19,000.00	\$ 19,000.00
CONSTRUCTION SURVEY	1	LS	\$ 8,000.00	\$ 8,000.00
CLEARING & GRUBBING	1	LS	\$ 3,000.00	\$ 3,000.00
EARTHWORK	1	LS	\$ 12,000.00	\$ 12,000.00
18" PIPE	40	LF	\$ 75.00	\$ 3,000.00
18" ENDWALL EW-1PC	2	EA	\$ 2,500.00	\$ 5,000.00
EROS. CONSTR. STONE CL 1, EC-1	13	TON	\$ 70.00	\$ 910.00
AGGR. MATL. NO. 1	206	TON	\$ 30.00	\$ 6,180.00
AGGR. BASE MAT. TY. 1 NO 21A OR 21B	206	TON	\$ 32.00	\$ 6,592.00
CG-12 DETECTABLE WARNING SURFACE	5	SY	\$ 350.00	\$ 1,750.00
RADIAL GUARDRAIL GR-MGS1	25	LF	\$ 20.00	\$ 500.00
GUARDRAIL TERMINAL GR-MGS2	1	EA	\$ 2,800.00	\$ 2,800.00
REMOVE SIDEWALK AND ENTRANCE	140	SY	\$ 45.00	\$ 6,300.00
REMOVE COMB. CURB AND GUTTER	52	LF	\$ 16.00	\$ 832.00
CEMENT CONCRETE SIDEWALK 4"	29	SY	\$ 65.00	\$ 1,885.00
COMB. CURB & GUTTER CG-6	52	LF	\$ 32.00	\$ 1,664.00
ASPH. CONC. TY. SM-9.5A	46	TON	\$ 140.00	\$ 6,440.00
DEMOLITION OF PAVEMENT COMBINATION	36	SY	\$ 6.00	\$ 216.00
REMOVE EXISTING GUARDRAIL	50	LF	\$ 2.00	\$ 100.00
ROLLED EROSION CTRL PRODUCT EC-3 TYPE 3	12	SY	\$ 6.50	\$ 78.00
CHECK DAM ROCK TY. II	9	EA	\$ 250.00	\$ 2,250.00
INLET PROTECTION, TYPE B	1	EA	\$ 300.00	\$ 300.00
TEMP. SILT FENCE TYPE A	197	LF	\$ 3.00	\$ 591.00
COFFERDAM	1	LS	\$ 5,000.00	\$ 5,000.00
TYPE B CLASS IV PVMT LINE MRKG 4"	451	LF	\$ 5.50	\$ 2,480.50
TYPE B CLASS IV PVMT LINE MRKG 24"	80	LF	\$ 22.00	\$ 1,760.00
ADJUST EXIST FRAME & COVER (SANITARY)	2	EA	\$ 600.00	\$ 1,200.00
Permanent seeding	1	LS	\$ 2,500.00	\$ 2,500.00
Construction Entrance	1	EA	\$ 2,500.00	\$ 2,500.00
Dewatering	1	LS	\$ 6,000.00	\$ 6,000.00
SIGN PANEL	36	SF	\$ 70.00	\$ 2,520.00
SIGN POST WOOD 4" X 4"	6	EA	\$ 80.00	\$ 480.00
NS REINFORCED CONC. TRAIL	113	SY	\$ 200.00	\$ 22,600.00
Wing Walls	2	EA	\$ 3,500.00	\$ 7,000.00
Relocate Ex. Signs	2	EA	\$ 200.00	\$ 400.00
NS SAFETY FENCE (Norfolk Southern)	100	LF	\$ 55.00	\$ 5,500.00
TEMPORARY TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
NS FALL PROTECTION	1	LS	\$ 25,000.00	\$ 25,000.00
NS PERMITTING	1	LS	\$ 3,500.00	\$ 3,500.00
SUB-TOTAL CONSTRUCTION COSTS			\$	182,828.50
CONSTRUCTION IMPLEMENTATION				
Bidding and Construction Contract Administration	2		\$	24,000.00
Materials Testing	2		\$	6,000.00
Daily Inspection (5 Months)	2		\$	48,000.00
Contingency (15%)			\$	54,397.40
NS Construction Services	3		\$	20,000.00
NS Construction Oversight Charges	3		\$	101,821.00
VDOT Construction Oversight Charges	2		\$	15,000.00
ESTIMATED CONSTRUCTION PHASE COSTS			\$	452,046.90
TOTAL ESTIMATED PROJECT COSTS (PE, RW, & CN)			\$	475,246.90

1 Estimated Survey Costs

2 Estimated Costs

3 Norfolk Southern Force Account Estimate

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, SEPTEMBER 17, 2019, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

GLADE CREEK GREENWAY PHASE 2B

A **RESOLUTION** authorizing the Town Manager for and on behalf of the Town of Vinton, to file an application for allocation of Virginia Department of Transportation (VDOT) MAP-21 Fiscal Year 2021-2022 Transportation Alternatives (TA) Set-Aside Surface Transportation Block Grant (STBG) Program funds for Glade Creek Greenway Phase 2B.

WHEREAS, in accordance with the Commonwealth Transportation Board (CTB) construction allocation procedures, it is necessary that a Resolution be received from the sponsoring local jurisdiction requesting that Virginia Department of Transportation (VDOT) establish a Transportation Alternatives (TA) project in the Town of Vinton, Virginia; and

NOW, Therefore, Be It Resolved, that the Town of Vinton requests that the Commonwealth Transportation Board (CTB) establish a project for the construction of **Glade Creek Greenway Phase 2B**, a 10-foot wide paved, off-road, ADA-accessible, bicycle/pedestrian trail from Gearhart Park to Walnut Avenue.

BE IT FURTHER RESOLVED, that the Town of Vinton hereby agrees to provide a minimum 20 percent matching contribution for this Project.

BE IT FURTHER RESOLVED, that the Town of Vinton hereby agrees to enter into a project administration agreement with VDOT and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right-of-way acquisition, and construction of a federally funded transportation project.

BE IT FURTHER RESOLVED, that the Town of Vinton will be responsible for maintenance and operating costs of any facility constructed with Transportation Alternatives Program funds unless other arrangements have been made with VDOT.

BE IT FURTHER RESOLVED, that if the Town of Vinton subsequently elects to cancel this Project, the Town of Vinton hereby agrees to reimburse VDOT for the total amount of costs expended by VDOT through the date VDOT is notified of such cancellation. The Town of Vinton also agrees to repay any funds previously distributed that are later deemed ineligible by the Federal Highway Administration.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Finance/Treasurer

Issue

Finance Committee

Summary

The Finance Committee met on September 9, 2019 and the following items were discussed at the meeting:

- DMV DUI Taskforce Grant
- July Financial Report
- CD Renewal Review

Attachments

July 2019 Financial Report Summary

Recommendations

Motion to adopt July 2019 Financial Report

Financial Report Summary
July 31, 2019

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	7,527,870	112,131	154,525	154,525	42,394	138%
Accrued Revenue		-	-	-		
Total Adj. Revenues	7,527,870	112,131	154,525	154,525	42,394	138%
Expenditures	7,527,870	661,358	461,583	461,583	(199,775)	70%
Revenues over/(under) Expenditures		(549,227)	(307,058)	(307,058)		
Grant Fund 250						
Revenues	4,000	200,333	-	-	(200,333)	0%
Expenditures	4,000	200,333	9,268	9,268	(191,065)	5%
Revenues over/(under) Expenditures		0	(9,268)	(9,268)		
Utility Fund 300						
Revenues	3,722,500	104,938	119,367	119,367	14,428	114%
Accrued Revenue		-	-	-	-	
Total Adj. Revenues		104,938	119,367	119,367	14,428	114%
Expenditures	3,722,500	519,865	134,564	134,564	(385,301)	26%
Operating Expenditures		519,865	134,564	134,564	(385,301)	26%
Revenues over/(under) Expenditures		(414,927)	(15,197)	(15,197)		
Capital Fund 400						
Revenues	500,012	-	-	-	-	#DIV/0!
Expenditures	500,012	41,651	-	-	(41,651)	0%
Revenues over/(under) Expenditures		(41,651)	-	-		
Stormwater Fund 600						
Revenues	460,210	38,335	38,351	38,351	15	100%
Expenditures	460,210	44,139	12,744	12,744	(31,396)	29%
Revenues over/(under) Expenditures		(5,804)	25,607	25,607		

Total All Funds

Revenues	12,214,592	455,738	312,243	312,243	(143,496)	69%
Expenditures	12,214,592	1,467,346	618,159	618,159	(849,188)	42%
Revenues over/(under) Expenditures		(1,011,608)	(305,916)	(305,916)		



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Public Works

Issue

Public Works Committee

Summary

The Public Works Committee met on September 12, 2019 and the following items were discussed at the meeting:

- Right-of-Way Ordinance
- Thrasher Storm Drain
- Dillon Woods Gas Lines
- Refuse Update

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

September 17, 2019

Department

Finance Department/Treasurer

Issue

Further discussion on Cost of Service Study/Water & Wastewater Rates

Summary

Courtney Rogers of Davenport & Co. presented the Cost of Service Study/Water & Wastewater Rates to Council at their July 2, 2019 meeting.

Staff will present a timeline relating to a rate increase and future projects impacting the Town of Vinton Water and Wastewater System. The Finance Committee has reviewed the rate study, and would like to provide an opportunity for Council to ask any questions before moving the rate increase to a Public Hearing. Courtney Rogers of Davenport & Co. will be present to review the rate study performed and any questions regarding the impact of the proposed change.

Attachments

None

Recommendations

Consensus from Council to advertise for Public Hearing