

Bradley E. Grose, Mayor
William "Wes" Nance, Vice Mayor
I. Douglas Adams, Jr., Council Member
Robert R. Altice, Council Member
Matthew S. Hare, 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, August 20, 2013**

AGENDA

Consideration of:

A. 6:00 p.m. - WORK SESSION

1. Briefing on pending VRS issues relative to the January 1, 2014 introduction of hybrid plan covered employees and their legislated short-term and long-term disability benefits.
2. Briefing on the options of purchasing a 250/300 KW Mobile Diesel Generator.
3. Briefing on Daleview Drive license agreement.

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

C. MOMENT OF SILENCE

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

E. CONSENT AGENDA

1. Consider approval of minutes for the regular Council meeting of July 16, 2013.

F. AWARDS, RECOGNITIONS, PRESENTATIONS

1. Introduction of new Police Officers
2. Police Officer of the Month for July 2013 – Officer Gregory Quesinberry

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

H. TOWN ATTORNEY

1. Consider adoption of a Resolution authorizing the Town Manager to execute a License Agreement between Ardith R. Overbay and Anne Huffman-Overbay and the Town to allow access over the undeveloped public right-of-way known as Daleview Drive, subject to the covenants and conditions therein.

I. TOWN MANAGER

ITEMS REQUIRING ACTION

1. Consider adoption of a Resolution approving Post Issuance Tax Compliance Procedures for Tax-Exempt Bonds.
2. Consider adoption of a Resolution authorizing the Town Manager to execute six (6) contracts with Architectural and Engineering firms (A/E) for on-call term contracts for various projects throughout the Town of Vinton.

UPDATE ON OLD BUSINESS

J. MAYOR

K. COUNCIL

1. Financial reports for May 2013 and June 2013

L. ADJOURNMENT

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

NEXT TOWN COMMITTEE/COUNCIL MEETINGS:

September 3, 2013 – 6:00 p.m. – Work Session – followed by regular Council meeting – Council Chambers



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Human Resources

Issue

Briefing on pending VRS issues relative to the January 1, 2014 introduction of hybrid plan covered employees and their legislated short-term and long-term disability benefits.

Summary

The General Assembly has enacted legislation requiring the provision of both short and long term disability benefits for the members of the hybrid plan – this will be all employees hired into VRS covered positions effective January 1, 2014 and beyond. UNUM is the insurance provider that has been selected by VRS to administer these two disability programs for the hybrid plan employees. All local governments and school boards must make an irrevocable decision by November 1 (originally stated as September 1 – but the provisions for a requested extension has been added) as to participate in the UNUM plan or to provide a comparable plan.

The Town must determine if it wishes to forever be covered by the UNUM plan (currently priced at .91 per hundred) or seek a comparable product on the open market that could be re-bid on an established basis. Also, the decision must be made as to if we wish to provide **all employees these benefits – or only the hybrid employees. How many different benefit plans do we wish to manage for approximately **48 employees?

**All hazardous duty employees are excluded from this legislative action.

Attachments

Code of Virginia 51.1-1150 – 51.1-1131.1

Recommendations

There appear to be opportunities to purchase a private plan or to consider ones offered by municipality organizations such as VML or VACCO. We will submit the request to postpone the decision until November 1, 2013.

Code of Virginia

§ 51.1-1150. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Act" means the Virginia Workers' Compensation Act (§ 65.2-100 et seq.).

"Company" means an insurance company issuing a long-term disability insurance policy purchased by the Board pursuant to this chapter.

"Continuous service" means an uninterrupted period of service as a participating employee with the same employer.

"Disability" means a partial disability or total disability.

"Disability benefit" means income replacement payments payable to a participating employee under a short-term or long-term disability benefit program pursuant to this chapter. Disability benefits do not include benefits payable under the Act.

"Eligible employee" means a person who is (i) not eligible for the disability program pursuant to Chapter 11 (§ 51.1-1100 et seq.) and (ii) participating in the hybrid retirement program described in § 51.1-169.

"Partial disability" means a disability that exists during the first 24 months following the occurrence or commencement of an illness or injury when an employee is earning less than 80 percent of his predisability earnings and, as a result of an injury or illness, is (i) able to perform one or more, but not all, of the essential job functions of his own job on an active employment or a part-time basis; or (ii) able to perform all of the essential job functions of his own job only on a part-time basis.

"Participating employee" means any eligible employee required to participate in the program.

"Program" means the program providing short-term disability and long-term disability benefits for participating employees established pursuant to this chapter.

"Service" means a period of service as a participating employee.

"Total disability" means a disability that exists (i) during the first 24 months following the occurrence or commencement of an illness or injury if an employee is unable to perform all of his essential job functions or (ii) after 24 months following the occurrence or commencement of an illness or injury if an employee is unable to perform any job for which he is reasonably qualified based on his training or experience and earning less than 80 percent of his predisability earnings.

"Work-related injury" means an injury, as such term is defined in § 65.2-101, to a participating employee for which benefits are payable under the Act and the employer for purposes of the Act is the Commonwealth or other political subdivision through which the participating employee became eligible for the program.

In addition to the definitions listed in this section, the definitions listed in § 51.1-124.3 shall, as the context requires, apply to this chapter except as otherwise provided.

(2012, cc. 701, 823.)

§ 51.1-1151. Sickness and disability program; disability insurance policies.

A. The Board shall develop, implement, and administer a short-term disability and long-term disability benefits program in accordance with the provisions of this chapter. The Board is authorized to delegate or assign to any person any of the duties required to be performed by the Board pursuant to this chapter. The Board is authorized to purchase long-term disability insurance policies for participating employees. The policies shall be purchased from and carried with a disability insurance company that is authorized to do business in the Commonwealth.

Each policy shall contain a provision stipulating the maximum expense and risk charges that are determined by the Board to be consistent with the general level of charges made by disability insurance companies under policies of long-term disability insurance

issued to large employers. The Board may require that the policies have reinsurance with a disability insurance company incorporated or organized under the laws of and authorized to do business in the Commonwealth.

B. Notwithstanding the provisions of subsection A, the Board may self-insure long-term disability benefits in accordance with the standards set forth in § 51.1-124.30.

(2012, cc. 701, 823.)

§ 51.1-1152. Additional powers of the Board.

In addition to any other powers granted to the Board under this title, the Board shall have the power to:

1. Establish policies and procedures to implement and administer the program and the provisions of this chapter;
2. Contract for the provision of comprehensive case management;
3. Take all other actions necessary for the implementation and administration of the program; and
4. Adopt rules and policies that bring the program into compliance with any applicable law or regulation of the Commonwealth or the United States.

(2012, cc. 701, 823.)

§ 51.1-1153. Participation in the program.

A. All eligible employees shall become participants in this program, provided, however, that the governing body of an employer may adopt a resolution on or before January 1, 2014, which shall be submitted to the Board, requesting that its eligible employees not participate in the program because the employer has or will establish, and continue to maintain, comparable disability coverage for such eligible employees. The election by the governing body of an employer not to participate in this program shall be irrevocable. The employer need not consider the provisions of § 51.1-1178 when determining the comparability of its disability coverage to this program.

B. The effective date of participation in the program for participating employees shall be their first day of employment or the effective date of their participation in the hybrid retirement program described in § 51.1-169 as applicable.

C. Notwithstanding any provision to the contrary, no participating employee shall receive benefits under Article 2 (§ 51.1-1154 et seq.) until the participating employee completes one year of continuous participation in the program.

D. Eligibility for participation in the program shall terminate upon the earliest to occur of an employee's (i) termination of employment or (ii) death. Eligibility for participation in the program shall be suspended during periods that an employee is placed on nonpay status, including leave without pay, if such nonpay status is due to suspension pending investigation or outcome of employment-related court or disciplinary action.

(2012, cc. 701, 823.)

§ 51.1-1154. Applicability of article.

The provisions of this article shall apply only with respect to the disability programs providing disability benefits for disabilities not resulting from work-related injuries.

(2012, cc. 701, 823.)

§ 51.1-1155. Short-term disability benefit.

A. Except as provided in subsection B of § 51.1-1153, short-term disability benefits for participating employees shall commence upon the expiration of a seven-calendar-day waiting period. The waiting period shall commence the first day of a disability or of maternity leave. If an employee returns to work for one day or less during the seven-calendar-day waiting period but cannot continue to work, the periods worked shall not be considered to have interrupted the seven-calendar-day waiting period. Additionally, the seven-calendar-day waiting period shall not be considered to be interrupted if the employee works 20 hours or less during the waiting period. Short-term

disability benefits payable as the result of a catastrophic disability shall not require a waiting period.

B. Except as provided in § 51.1-1171, short-term disability coverage shall provide income replacement for (i) 60 percent of a participating employee's creditable compensation for the first 60 months of continuous participation in the program and (ii) thereafter, a percentage of a participating employee's creditable compensation during the periods specified below, based on the number of months of continuous participation in the program attained by an employee who is disabled, on maternity leave, or takes periodic absences due to a major chronic condition, as determined by the Board or its designee, as follows:

Months of Continuous Participation	Work Days of 100% Replacement of Creditable Compensation	Work Days of 80% Replacement of Creditable Compensation	Work Days of 60% Replacement of Creditable Compensation
60-119	25	25	75
120-179	25	50	50
180 or more	25	75	25

C. Creditable compensation during periods an employee receives short-term disability benefits shall include salary increases awarded during the period covered by short-term disability benefits.

D. Short-term disability benefits shall be payable only during periods of (i) total disability, (ii) partial disability, or (iii) maternity leave.

(2012, cc. 701, 823.)

§ 51.1-1156. Successive periods of short-term disability.

A. A participating employee's disability, which is related or due to the same cause or causes as a prior disability for which short-term disability benefits were paid, shall be deemed to be a continuation of the prior disability if the employee returns to his position on an active employment basis for less than 45 consecutive calendar days. If a participating employee, after receiving short-term disability benefits, immediately returns to work for less than 45 consecutive calendar days and cannot continue to work, the days worked shall be deemed to have interrupted the short-term disability benefits period, and such days worked shall not be counted for purposes of determining the maximum period for which the participating employee is eligible to receive short-term disability benefits. Days of work arranged pursuant to vocational, rehabilitation, or return-to-work programs shall not be counted in determining the duration of the period of the employee's return to work.

B. If a participating employee returns to his position on an active employment basis for 45 consecutive calendar days or longer, any succeeding period of disability shall constitute a new period of short-term disability.

C. The period of 45 days referred to in subsections A and B shall be consecutive calendar days that the participating employee is (i) actively at work and (ii) fully released to return to work full time, full duty.

(2012, cc. 701, 823.)

§ 51.1-1157. Long-term disability benefit.

A. Long-term disability benefits for participating employees shall commence upon the expiration of the maximum period for which the participating employee is eligible to receive short-term disability benefits under § 51.1-1155.

B. Except as provided in § 51.1-1171, long-term disability benefits shall provide income replacement in an amount equal to 60 percent of a participating employee's creditable compensation.

C. Creditable compensation during periods an employee receives long-term disability benefits shall not include salary increases

awarded during the period covered by long-term disability benefits.

D. Long-term disability benefits shall be payable only during periods of (i) total disability or (ii) partial disability.

E. Unless otherwise directed, to be eligible for benefits under this section, the employee must apply for Social Security disability benefits.

(2012, cc. 701, 823.)

§ 51.1-1158. Successive periods of long-term disability.

A. A participating employee's disability, which is related or due to the same cause or causes as a prior disability for which long-term disability benefits were paid, shall be deemed to be a continuation of the prior disability if the employee returns to a position on an active employment basis for less than 125 consecutive work days. Days of work arranged pursuant to vocational, rehabilitation, or return-to-work programs shall not be counted in determining the duration of the period of the employee's return to work.

B. If a participating employee returns to a position on an active employment basis for 125 consecutive work days or longer, any succeeding period of disability shall constitute a new period of disability.

(2012, cc. 701, 823.)

§ 51.1-1159. Adjustments to disability benefits.

A. Disability benefit payments shall be offset by an amount equal to any sums payable to a participating employee from the following sources:

1. During the first 12 months the employee receives disability benefits, an amount equal to the employee's wages and salary from any employment multiplied by the creditable compensation replacement percentage;
2. After the first 12 months the employee receives disability benefits, an amount equal to 70 percent of the employee's wages and salary from any employment;
3. Disability payments from the Social Security Administration, local government disability benefits, federal civil service disability benefits, or other similar governmental disability program benefits received by the employee or his family as a result of the qualifying disability;
4. Benefits received from any other group insurance contract provided to the participating employee by his employer for the purpose of providing income replacement; and
5. Benefits paid under any compulsory benefits law.

B. If the plan administrator deems a participating employee to be eligible for benefits from any of the sources listed in subdivisions A 3, A 4, and A 5, the plan administrator may direct the participating employee to apply for those benefits and to pursue whatever additional steps are necessary to obtain the benefits. If a participating employee fails or refuses to pursue the available benefits as directed by the plan administrator, disability benefit payments may be offset by amounts from any of the sources listed in subdivisions A 3, A 4, and A 5 for which a participating employee is deemed eligible by the plan administrator as if the employee received such amounts. However, if the employee has applied for such benefits, and has reapplied and appealed denials of the claim as requested by the administrator of the plan, and the claim is not approved, the employee's disability payments shall not be reduced thereby.

C. If a participating employee's disability benefit payments are reduced as the result of payments from sources listed in subdivisions A 3, A 4, and A 5 or pursuant to subsection B, the employee's disability benefits shall not thereafter be further reduced on account of cost-of-living increases in payments from such sources.

D. Participating employees shall be required to repay, with interest, to the Board or their employer, any overpayment of disability benefits on account of the failure of the employee to provide the Board or its designee with information necessary to make any of the reductions required to be made under this article.

E. Any payment to a participating employee that is later determined by the Board or by the employer to have been procured on the basis of any false statement or falsification of any record knowingly made by or on behalf of the member, or the employee's failure to make any required report of change in disability status, may be recovered from the employee by the Board, with interest, either by way of a credit against future payments due the employee, his survivor, and beneficiaries or by an action at law against the employee.

F. Notwithstanding the foregoing, disability benefit payments shall not be offset by military disability benefits payable to a participating employee.

(2012, cc. 701, 823.)

§ 51.1-1160. Rehabilitation incentive.

Disability benefits payable to a participating employee who fails to cooperate with a rehabilitation program prescribed for the employee shall be decreased by 50 percent of the amounts otherwise payable to such employee.

(2012, cc. 701, 823.)

§ 51.1-1161. Cessation of disability benefits; service retirement.

A. Disability benefits shall cease to be paid to a participating employee upon the first to occur of the following:

1. The end of the period of disability coverage as provided in subsection D of § 51.1-1155 or subsection D of § 51.1-1157;
2. The date of death of the participating employee;
3. The date that the participating employee attains normal retirement age; or
4. The effective date of the participating full-time employee's service retirement under the hybrid retirement program described in § 51.1-169.

Notwithstanding the foregoing, an employee who is approved for disability benefits (i) at age 60 through 64 shall be eligible for five years of disability benefits, (ii) at age 65 through 68 shall be eligible for disability benefits to age 70, and (iii) at age 69 or older shall be eligible for disability benefits for one year. The eligibility periods include short-term disability and long-term disability.

B. A participating full-time employee receiving disability benefits who is a vested member of the retirement system, including the hybrid retirement program described in § 51.1-169, shall be eligible for service retirement under any provision of this title for which the employee is otherwise eligible. Such employee shall be authorized to elect any option for the payment of his retirement allowance provided under subsection A of § 51.1-165 for which the employee is otherwise eligible.

C. The average final compensation of any participating full-time employee taking a service retirement under any provision of this title shall be equal to his creditable compensation on the date of the commencement of the disability increased by an amount recommended by the program actuary and approved by the Board, from the date of the commencement of the disability to the date of retirement.

D. The creditable service of a participating full-time employee taking service retirement pursuant to this section shall include periods during which the employee received disability benefits.

(2012, cc. 701, 823.)

§ 51.1-1162. Applicability of article.

The provisions of this article shall apply only with respect to disability programs providing payment of disability benefits attributed to work-related injuries.

(2012, cc. 701, 823.)

§ 51.1-1163. Supplemental short-term disability benefit.

A. Payments of supplemental short-term disability benefits payable under this article shall be reduced by an amount equal to any benefits paid to the employee under the Act, or which the employee is entitled to receive under the Act, excluding any payments for medical, legal or rehabilitation expenses.

B. Supplemental short-term disability benefits for participating employees shall commence upon the expiration of a seven-calendar-day waiting period. The waiting period shall commence the first day of a disability. If an employee returns to work for one day or less during the seven calendar days following the commencement of a disability but cannot continue to work, the periods worked shall not be considered to have interrupted the seven-calendar-day waiting period. Additionally, the seven-calendar-day waiting period shall not be considered to be interrupted if the employee works 20 hours or less during the waiting period. Short-term disability benefits payable as the result of a catastrophic disability shall not require any waiting period.

C. Except as provided in § 51.1-1171, supplemental short-term disability coverage shall provide income replacement for (i) 60 percent of a participating employee's creditable compensation for the first 60 months of continuous participation in the program and (ii) thereafter, a percentage of a participating employee's creditable compensation during the periods specified below, based on the number of months of continuous participation in the program attained by an employee who is disabled, on maternity leave, or takes periodic absences due to a major chronic condition, as determined by the Board or its designee, as follows:

Months of Continuous Participation	Work Days of 100%	Work Days of 80%	Work Days of 60%
	Replacement	Replacement	Replacement
	of Creditable	of Creditable	of Creditable
	Compensation	Compensation	Compensation
60 to 119	85	25	15
120 or more	85	40	0

D. Creditable compensation during periods an employee receives supplemental short-term disability benefits shall include salary increases awarded during the period of short-term disability coverage.

E. Supplemental short-term disability benefits shall be payable only during periods of total disability or partial disability.

(2012, cc. 701, 823.)

§ 51.1-1164. Successive periods of short-term disability.

A. A participating employee's disability, which is related or due to the same cause or causes as a prior disability for which supplemental short-term disability benefits were paid, shall be deemed to be a continuation of the prior disability if the employee (i) is eligible for benefits payable under the Act, whether or not he is receiving such benefits, and (ii) returns to his position on an active employment basis for less than 45 consecutive calendar days. If a participating employee, after receiving short-term disability benefits, immediately returns to work for less than 45 consecutive calendar days and cannot continue to work, the days worked shall be deemed to have interrupted the short-term disability benefits period, and such days worked shall not be counted for purposes of determining the maximum period for which the participating employee is eligible to receive short-term disability benefits. Days of work arranged pursuant to vocational, rehabilitation, or return-to-work programs shall not be counted in determining the duration of the period of the employee's return to work.

B. If a participating employee returns to his position on an active employment basis for 45 consecutive calendar days or longer, any succeeding period of disability shall constitute a new period of short-term disability.

C. The period of 45 days referred to in subsections A and B shall be consecutive calendar days that the participating employee is (i) actively at work and (ii) fully released to return to work full time, full duty.

(2012, cc. 701, 823.)

§ 51.1-1165. Supplemental long-term disability benefit.

A. Supplemental long-term disability benefits for participating employees shall commence upon the expiration of the maximum period for which the participating employee is eligible to receive short-term disability benefits under § 51.1-1163.

B. Except as provided in § 51.1-1171, supplemental long-term disability benefits shall provide income replacement in an amount equal to 60 percent of a participating employee's creditable compensation.

C. Creditable compensation during periods an employee receives supplemental long-term disability benefits shall not include salary increases awarded during the period covered by long-term disability benefits.

D. Payments of supplemental long-term disability benefits payable under this article shall be reduced by an amount equal to any benefits paid to the employee under the Act, for which the employee is entitled to receive under the Act, excluding any benefit for medical, legal or rehabilitation expenses.

E. Supplemental long-term disability benefits shall be payable only during periods of total disability or partial disability.

F. Unless otherwise directed, to be eligible for benefits under this section, the employee must apply for Social Security disability benefits.

(2012, cc. 701, 823.)

§ 51.1-1166. Successive periods of long-term disability.

A. A participating employee's disability, which is related or due to the same cause or causes as a prior disability for which supplemental long-term disability benefits were paid, shall be deemed to be a continuation of the prior disability if the employee is eligible for benefits payable under the Act, whether or not he is receiving such benefits, and returns to a position on an active employment basis for less than 125 consecutive work days. Days of work arranged pursuant to vocational, rehabilitation, or return-to-work programs shall not be counted in determining the duration of the period of the employee's return to work.

B. If a participating employee returns to a position on an active employment basis for 125 consecutive work days or longer, any succeeding period of disability shall constitute a new period of disability.

(2012, cc. 701, 823.)

§ 51.1-1167. Adjustments in supplemental disability benefits.

A. In addition to offsets equal to the amount of any benefits paid to a participating employee under the Act, supplemental disability benefit payments shall be offset by an amount equal to any sums payable to a participating employee from the following sources:

1. During the first 12 months the employee receives disability benefits, an amount equal to the employee's wages and salary from any employment multiplied by the income replacement percentage payable;

2. After the first 12 months the employee receives disability benefits, an amount equal to 70 percent of the employee's wages and salary from any employment;

3. Disability payments from the Social Security Administration, local government disability benefits, federal civil service disability benefits, or other similar governmental disability program benefits received by the employee or his family as a result of the qualifying disability;

4. Benefits received from any other group insurance contract provided to the participating employee by his employer for the purpose of income replacement;

5. Benefits paid under any compulsory benefits law; and

6. If the participating employee receives a settlement in lieu of periodic payments for a disability compensable under the Act, an amount determined by dividing the workers' compensation benefit, which such employee would have received had the lump-sum settlement not been consummated, into the settlement actually accepted by the employee.

Notwithstanding the foregoing, supplemental disability benefit payments shall not be offset by military disability benefits payable to a participating employee.

B. If the plan administrator deems a participating employee to be eligible for benefits from any of the sources listed in subdivisions A 3, A 4, and A 5, the plan administrator may direct the participating employee to apply for those benefits and to pursue whatever additional steps are necessary to obtain the benefits. If a participating employee fails or refuses to pursue the available benefits as directed by the plan administrator, supplemental disability benefit payments may be reduced by amounts from any of the sources listed in subdivisions A 3, A 4, and A 5 for which a participating employee is deemed eligible by the plan administrator as if the employee received such amounts. However, if the employee has applied for such benefits, and has reapplied and appealed denials of the claim as requested by the administrator of the plan, and the claim is not approved, the employee's supplemental disability payments shall not be reduced thereby.

C. If a participating employee's disability benefit payments are reduced as the result of payments from sources listed in subdivisions A 3, A 4, and A 5 or pursuant to subsection B, the employee's disability benefits shall not thereafter be further reduced on account of cost-of-living increases in payments from such sources.

D. Participating employees shall be required to repay, with interest, to the Board or the employer any overpayments of supplemental disability benefits on account of the failure of the employee to provide the Board or its designee with information necessary to make any of the reductions required to be made under this article.

E. Any payment to a participating employee that is later determined by the Board or by the employer to have been procured on the basis of any false statement or falsification of any record knowingly made by or on behalf of the employee, or the employee's failure to make any required report of change in disability status, may be recovered from the employee by the Board, with interest, either by way of a credit against future payments due the employee or by an action at law against the employee.

F. If a participating employee's payments under the Act are adjusted or terminated for refusal to work or to comply with the requirements of § 65.2-603, his disability benefits shall be computed as if he were receiving the compensation to which he would otherwise be entitled under the Act.

(2012, cc. 701, 823.)

§ 51.1-1168. Rehabilitation incentive.

Supplemental disability benefits payable to a participating employee who fails to cooperate with a rehabilitation program prescribed for the employee shall be decreased by 50 percent of the amounts otherwise payable to such employee. In determining the amount of any reduction in benefits under this section, the participating employee shall be presumed to continue to receive benefits payable under the Act. Failure to comply with a vocational rehabilitation assessment process at any time the employee is receiving supplemental disability benefits may constitute a failure to cooperate for purposes of this section.

(2012, cc. 701, 823.)

§ 51.1-1169. Cessation of supplemental disability benefits; service retirement.

A. Supplemental disability benefits shall cease to be paid to a participating employee upon the first to occur of the following:

1. The end of the period of supplemental disability coverage as provided in subsection E of § 51.1-1163 or subsection E of § 51.1-1165;
2. The date of death of the participating employee;
3. On the date the employee attains normal retirement age; or
4. The effective date of the participating full-time employee's service retirement under the hybrid retirement program described in §

51.1-169.

Notwithstanding the foregoing, an employee who is approved for supplemental disability benefits (i) at age 60 through 64 shall be eligible for five years of supplemental disability benefits, (ii) at age 65 through 68 shall be eligible for supplemental disability benefits to age 70, and (iii) at age 69 or older shall be eligible for supplemental disability benefits for one year. The eligibility periods include supplemental short-term disability and supplemental long-term disability.

B. Upon the cessation of benefits payable under the Act, a participating full-time employee may take service retirement under any provision of this title for which the employee is otherwise eligible, including the hybrid retirement program described in § 51.1-169. Such employee shall be authorized to elect any option for the payment of his retirement allowance provided under subsection A of § 51.1-165.

C. The employee's average final compensation shall be equal to his creditable compensation on the date of the commencement of the disability increased by an amount recommended by the actuary of the Virginia Retirement System, and approved by the Board, from the date of the commencement of the disability to the date of retirement.

D. The creditable service of a participating full-time employee taking service retirement pursuant to this section shall include periods during which the employee received supplemental disability benefits, provided that such creditable service shall not include periods for which (i) the employee received supplemental short-term disability benefits, (ii) the employer did not report such creditable service to the retirement system, and (iii) the employee did not purchase such creditable service.

(2012, cc. 701, 823.)

§ 51.1-1170. Coordination of benefits.

The Board shall develop guidelines and procedures for the coordination of benefits and case management for participating employees entitled to benefits under the Act and supplemental disability benefits under this article. Such guidelines shall also address disability benefits for participating employees whose disability results from multiple injuries or illnesses, one or more of which is a work-related injury.

(2012, cc. 701, 823.)

§ 51.1-1171. Supplemental benefits for catastrophic disability.

Disability benefits shall be increased to 80 percent of creditable compensation for any disabled participating employee who (i) is unable to perform at least two of the six activities of daily living due to a loss of functional capacity or (ii) requires substantial supervision to protect the employee from threats to health and safety as a result of severe cognitive impairment. Determination of whether a participating employee satisfies either of these conditions shall be made in accordance with the policies of the Board or its designee.

(2012, cc. 701, 823.)

§ 51.1-1172. Employer contributions during disability absences.

Mandatory employer contributions to the defined contribution component of the hybrid retirement program pursuant to subdivision B 2 of § 51.1-169 on behalf of a participating employee shall be made for each employee who is permanently and totally disabled (as defined in § 22(e)(3) of the Internal Revenue Code). The calculation of such contributions shall be based on the full amount of the participating employee's creditable compensation.

(2012, cc. 701, 823.)

§ 51.1-1173. Health insurance coverage during disability absences.

A. Participating employees enrolled in a health insurance plan established pursuant to § 2.2-2818 shall continue to be covered during periods of short-term disability and shall have the option of continuing to be covered by such plan during periods of absence covered by long-term disability benefits.

B. The Commonwealth shall pay the employer's share of the cost of health insurance coverage under such plan for participating

employees and for the families or dependents of such employees during periods the employee is receiving short-term disability benefits to the same extent as for other state employees covered by such plan.

C. Participating employees enrolled in such plan established pursuant to § 2.2-2818 shall have the option of continuing to be covered under such plan, and shall pay the full cost for coverage under such plan for themselves and for their families and dependents during periods the employee is receiving long-term disability benefits.

(2012, cc. 701, 823.)

§ 51.1-1174. Life and accident insurance coverage during disability absences.

A. Participating employees participating in a group life and accident insurance program established pursuant to Chapter 5 (§ 51.1-500 et seq.) shall continue to participate in such program during periods of absence covered by short-term and long-term disability benefits.

B. During periods of absence covered by short-term disability benefits, the amount of the life insurance benefit shall be based on the annual salary of the participating employee at the commencement of the disability and shall be adjusted to include salary increases awarded during the period covered by short-term disability benefits.

C. During periods of absence covered by long-term disability benefits, the amount of the life insurance benefit shall be based on the annual salary of the participating employee at the commencement of the disability. Such amount shall not include salary increases awarded during the period covered by long-term disability benefits.

(2012, cc. 701, 823.)

§ 51.1-1175. Optional insurance during disability absences.

Participating employees may continue coverage under the optional insurance for themselves and their spouses and minor dependents pursuant to § 51.1-512 at their own expense during periods of disability.

(2012, cc. 701, 823.)

§ 51.1-1176. Exclusions and limitations.

A. Disability benefits shall not be payable to any participating employee (i) whose disability results from the employee's commission of a felony or (ii) during any period when the employee is incarcerated.

B. Long-term disability benefits shall not be payable to any participating employee whose disability results from the abuse of alcohol, the misuse of any prescribed medication, or the misuse of any controlled substance, unless the employee is actively receiving treatment and, in the judgment of the case manager, is fully complying with the treatment plan and is making substantial progress toward rehabilitation.

C. Disability benefits shall not be payable if the participating employee is determined by the Board or its designee to be noncompliant with the program.

(2012, cc. 701, 823.)

§ 51.1-1177. Appeals.

The Board may elect to develop an alternative to the process set forth in the Administrative Process Act (§ 2.2-4000 et seq.) to allow appeals of case decisions related to the payment of disability benefits under this chapter. This alternative process shall be modeled after the claims provisions as provided for in the federal Employee Retirement Income Security Act of 1974, as amended, and shall (i) provide for adequate notice in writing to any participant whose claim for benefits has been denied setting forth the specific reasons for such denial and (ii) afford a reasonable opportunity to any participant whose claim for benefits has been denied for a review of the decision denying the claim. Articles 3 (§ 2.2-4018 et seq.) and 4 (§ 2.2-4024 et seq.) of the Administrative Process Act shall not apply to any portion of this alternative appeals process.

However, any person aggrieved by, and claiming the unlawfulness of, a final case decision issued pursuant to this alternative appeals

process, whether issued by the Board or by the Board's delegate, shall have a right to seek judicial review thereof. Such judicial review shall be in accordance with Article 5 (§ 2.2-4025 et seq.) of the Administrative Process Act.

(2012, cc. 701, 823.)

§ 51.1-1178. Board authorized to provide long-term care insurance and benefits.

A. For purposes of this section, "participating employee" means the same as that term is defined in § 51.1-1150.

B. The Board is authorized to develop, implement, and administer a long-term care insurance program for participating employees. The Board may contract for and purchase such long-term care insurance or may self-insure long-term care benefits or may use such other actuarially sound funding necessary to effectuate such long-term care insurance and benefits.

C. Employers of participating employees shall pay to the Board contribution amounts, to be determined by the Board, to provide the Board with such funds as shall be required from time to time to (i) obtain and maintain long-term care insurance and benefits for participating employees and (ii) administer the long-term care insurance program, including providing case management and cost containment programs. Contributions shall be deposited in the Hybrid Retirement Program Disability Insurance Trust Fund established under § 51.1-1183.

(2012, cc. 701, 823.)

§ 51.1-1179. Limitation on coverage.

No person shall have more than one coverage under a disability benefit program. Any person employed in more than one position that provides coverage under a disability benefit program shall elect one position on which his coverage shall be based by written notification to the Board. No person shall receive more than one disability benefit under this chapter at the same time.

(2012, cc. 701, 823.)

§ 51.1-1180. Keeping records and furnishing information required by Board.

Each employer whose employees are covered under the provisions of this chapter shall keep records and furnish information required by the Board.

(2012, cc. 701, 823.)

§ 51.1-1181. Benefits exempt from process.

The benefits provided for in this chapter and all proceeds therefrom shall be exempt from levy, garnishment, attachment, and other legal process.

(2012, cc. 701, 823.)

§ 51.1-1182. Policies to provide for accounting to Board; advance premium deposit reserve.

A. Each insurance product purchased by the Board or contract for administrative services related to a self-funded product shall provide for an accounting to the Board not later than 120 days after the end of each product year. For an insurance product, the accounting shall include (i) the amounts of premiums actually accrued under the policy during the policy year, (ii) the total amount of all claim charges incurred during the policy year, and (iii) the amount of fees accrued under the policy during the year plus the total amount of all claim charges incurred during the policy year. For a self-insured product, the accounting shall include the total amount of all claim charges incurred during the product year, the total amount of third-party administrator expenses, and the total amount of other charges for administrative services.

B. Any portion of the excess of the total of clause (i) of subsection A over clause (iii) of subsection A may, with the approval of the Board, be held by the insurance company in an advance premium deposit reserve to be used by the company for charges under the policy only. Any expenses incurred by the Board in connection with the administration of the disability benefits provisions of the program may be deducted from the advance premium deposit reserve. The advance premium deposit reserve shall bear interest at a

rate to be determined in advance of each policy year by the insurance company. The rate shall be subject to Board approval as being consistent with the rates generally used by the company for similar funds held under other disability insurance policies. Any portion of the excess not held by the insurance company shall be held by the Board to be used for charges under the policy only. If the Board determines that the advance premium deposit reserve, together with any portion of the excess accumulated and held by the Board, has attained an amount estimated to make satisfactory provision for adverse fluctuations in future charges under the policy, any further excess shall inure to the benefit of the Commonwealth and its political subdivisions as determined by the Board.

C. For purposes of this section, the insurance company may combine and consolidate the policies issued by it as directed by the Board.

(2012, cc. 701, 823.)

§ 51.1-1183. Funding of program; Hybrid Retirement Program Disability Insurance Trust Fund established.

A. The costs of providing short-term disability benefits shall be paid by the respective employers of participating employees. Employers that are state agencies shall pay such costs from funds as shall be appropriated by law to state agencies.

B. Employers of participating employees shall pay to the Board contribution amounts, to be determined by the Board, to provide the Board with such funds as shall be required from time to time to (i) obtain and maintain long-term disability insurance policies under this chapter and (ii) administer the Program, including providing case management and cost containment programs. Employers that are state agencies shall make such contributions from funds as shall be appropriated by law to state agencies. Contributions shall be deposited in the Hybrid Retirement Program Disability Insurance Trust Fund.

C. There is hereby established the Hybrid Retirement Program Disability Insurance Trust Fund. The costs incurred by the Board in providing policies of long-term disability insurance and administering the Program and in administering the long-term care insurance program established under § 51.1-1178, including the provision of case management and cost containment programs, shall be withdrawn from time to time by the Board from the Hybrid Retirement Program Disability Insurance Trust Fund. The funds of the Hybrid Retirement Program Disability Insurance Trust Fund shall be deemed separate and independent trust funds, shall be segregated from all other funds of the Commonwealth and its political subdivisions, and shall be invested and administered solely in the interests of the participating employees and beneficiaries thereof. Neither the General Assembly nor any public officer, employee, or agency shall use or authorize the use of such trust funds for any purpose other than as provided in law for benefits, refunds, and administrative expenses, including but not limited to legislative oversight of the Hybrid Retirement Program Disability Insurance Trust Fund.

(2012, c. 701; 2012, c. 823.)

[prev](#) | [next](#)

§ 51.1-1131.1. Employer contributions during disability absences.

Mandatory employer contributions to the defined contribution component of the hybrid retirement program pursuant to subdivision B 2 of § [51.1-169](#) on behalf of a participating employee shall be made for each employee who is permanently and totally disabled (as defined in § 22(e)(3) of the Internal Revenue Code). The calculation of such contributions shall be based on the full amount of the participating employee's creditable compensation.

(2012, cc. [701](#), [823](#).)

[prev](#) | [next](#) | [new search](#) | [table of contents](#) | [home](#)



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Public Works

Issue

Briefing on the options of purchasing a 250/300 KW Mobile Diesel Generator

Summary

The Department is requesting the consideration of Council for the purchase of a 250/300 KW Mobile Diesel Generator that will be primarily utilized at the Third Street Sanitary Sewer Lift Station but can be mobilized to the Town's Water System Facilities in the event of an electrical power outage for emergency back up support.

Attachments

Power Point Presentation

Recommendations

The Department is requesting that Council provide their authorization and directional choice of the provided generator options for purchasing of a 250/300 KW Mobile Diesel Generator.

**250 / 300 KW
Mobile Generator
For**

**Third Street Lift Station &
Water Emergency Back-Up Power Source**

Mobile Generator Purpose

Alternate Electrical Power Source in the
Event of an Outage through the Normal
Supply System



Water Supply System Emergency Back-Up For Wells

- Bush No. 1, 2, & 3
- Chestnut Street
- Craig Avenue
- Falling Creek
- Mansard Square
- Melissa Circle Rt. 24
- Toddsbury
- Spring Grove
- Stone Bridge
- Mountain View Pump Station

Water Supply System Emergency Back-Up Booster Pump Stations

- Chestnut Mountain PS Booster
- Lindenwood PS Booster
- Falling Creek (Toddsbury) Booster Station

Mobile Generator Specifications

Size: 250 / 300 KW

Voltage: 277 / 480

- Diesel Fueled Engine Generator Set
- Exhaust Silencer & Fittings
- Remote Control Panel
- Battery & Charger
- Weatherproof Enclosure
- Capable of Starting 150hp Motor & Delivering Full KW Emergency Power for Duration of Outage

Factory Sound

- Less than 75db Level Under Full Load at 23 Ft. Distance

Mobile Generator Specifications

Battery System

- Automatic Start–Stop Electrically Operated Through 12–Volt Battery
- Provide Two–Rate Battery Charger To Automatically Recharge Batteries

Trailer

- Generator Set Supplied and Installed on Trailer
- Lockable Utility Box at Tongue of Trailer
- Lockable Utility Box at Rear of Trailer

Mobile Generator

- Estimated New Cost 3 Years Ago – \$60,000 – \$65,000
- Estimated New Cost Today – \$85,000 – \$120,000

Cost Increase Factor

- Tier 4 Emissions Compliance on all Non-Road Diesel Engines

Mobile Generator Bids

Fidelity Power Systems – Low Bidder

- Furnished Mobile Generator – 250 KW, \$86,348.00 or 300 KW, \$92,348.00
- Permanent Mount Generator – 100 KW, \$29,896.00

H & E Equipment Services

- Furnished Mobile Generator – 290 KW, \$107,500.00

Cummins Atlantic

- Furnished Mobile Generator – 250 KW, \$97,868.00.00

Mobile Generator

Cost For Electrical Connections

•Craig Well House for Third Street Tank – 200 AMP / 3 Phase / 480 Volts	\$5,621.00
•Mansard Square Parkway Tank – 300 AMP / 3 Phase / 480 Volts	\$9,356.00
•Bush # 1 Well Parkway Tank – 200 AMP / 3 Phase / 480 Volts	\$5,621.00
•Bush #2 Well Chestnut Mtn. Tank – 300 AMP / 3 Phase / 480 Volts	\$9,356.00
•Chestnut Mtn. Booster – 100 AMP / 1 Phase / 240 Volts	\$3,261.00
•Toddsbury Booster – 200 AMP / 1 Phase / 240 Volts	\$4,826.00
Total	\$38,041.00

Mobile Generator

Additional Cost For Electrical Connections

for

Future Emergency Service to All Wells

•Chestnut Well – 100 AMP / 3 Phase / 400 Bolts	\$3,712.00
•Melissa Well – 400 AMP / 1 Phase / 240 Volts	\$8,856.00
•Stonebridge Well – 300 AMP / 3 Phase / 480 Volts	\$9,356.00
•Route 24 Well – 300 AMP / 3 Phase / 480 Volts	\$9,356.00
•Spring Grove Well – 300 AMP / 3 Phase / 480 Volts	\$9,356.00

Total \$40,638.00

Grand Total \$40,638.00

Transfer Switch and Distribution Panel



RECOMMENDATIONS

Option 1 – Permanent Mount Generator, 100 KW	\$28,896.00
Furnished Mobile Generator, 250 KW	\$86,348.00
Electrical Connection System	<u>\$38,041.00</u>
Total Option 1	\$153,285.00
Option 2 – Furnished Mobile Generator, 250 KW	\$86,348.00
Electrical Connection System	<u>\$38,041.00</u>
Total Option 2	\$124,389.00
Option 3 – Permanent Mount Generator, 100 KW	\$28,896.00
Furnished Mobile Generator, 250 KW	<u>\$86,348.00</u>
Total Option 3	\$116,244.00

Mobile Generator

Questions?



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Town Attorney

Issue

Briefing on Daleview Drive License Agreement

Summary

A.R. Overbay and Anne H. Huffman (collectively, the “Overbays”) own certain property (tax map number 7030101) located in Roanoke City in the vicinity of Olney Road and Daleview Drive. Several months ago, they submitted an application with Roanoke City to subdivide the property into two tracts. As part of the subdivision process, the Overbays met with Town staff concerning accessing one of the proposed tracts via the undeveloped Town right-of-way known as Daleview Drive. However, the Overbays did not want to incur the expense of improving Daleview Drive as a public road and instead, proposed to construct a private driveway in the right-of-way.

Initially, the Overbays and the Town considered vacating Daleview Drive, which would have allowed the adjoining property owners and the Overbays to work out a resolution concerning access among them. Unfortunately, the parties could not come to an agreement. As a result, the Town is proposing this License Agreement, which will give the Overbays permission to place a private driveway in the Daleview Drive right-of-way subject to the terms of the License Agreement. The License Agreement is not an easement and may be revoked at any time after a 60 day notice is provided to the Overbays or subsequent owner of the property. Virginia Code § 15.2-2009 (attached) authorizes the Town to allow encroachments in its public right-of-ways upon such terms and conditions as the Town sees fit.

Attachments

Daleview Drive License Agreement
Virginia Code Section 15.2-2009

Recommendations

Consider adoption of Resolution in Regular Meeting under Town Attorney Section

DALEVIEW DRIVE LICENSE AGREEMENT

THIS DALEVIEW DRIVE LICENSE AGREEMENT (“Agreement”) is made and entered into this _____ day of August, 2013, by and between Ardith R. and Anne Huffman- Overbay, party of the first part, serving as Representatives of the Users, their successors or assigns, hereinafter referred to as the "Owner," and the TOWN OF VINTON, VIRGINIA, its successors or assigns, party of the second part, hereinafter referred to as the "Town."

W I T N E S S E T H

WHEREAS, Owner is the record owner of a vacant parcel of land located in the City of Roanoke, Virginia described and designated as Tax Map Number 7030101 (the “Property”); and

WHEREAS said parcel of land is in the process of being subdivided into two lots and Owner desires to access the Property from the undeveloped public right-of-way known as Daleview Drive, located in the Town of Vinton; and

WHEREAS, Daleview Drive extends from Town maintained Olney Road to the Property, remains unimproved, and is not maintained as part of Town of Vinton road system; and,

WHEREAS, the Owner has requested authorization to pave a portion of Daleview Drive to facilitate access to the Property over the undeveloped public right-of-way known as Daleview Drive; and,

WHEREAS, pursuant to Virginia Code §15.2-2009, the Town agrees to allow Owner to pave a portion of Daleview Drive to facilitate access to the Property over the undeveloped public right-of-way known as Daleview Drive, subject to the covenants and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained in this Agreement, the parties hereby agree as follows:

1. Town authorizes Owner to pave a portion of Daleview Drive to access the Property.
2. Owner agrees to pave Daleview Drive as set forth on the subdivision plat for the Property prepared by McMurry Surveyors, Inc., and approved by the City of Roanoke and the Town;
3. Owner acknowledges that the Town shall not be responsible for maintenance of the paved driveway Owner will place within Daleview Drive, nor shall the Town be responsible for compliance with any applicable Virginia Department of Transportation and/or City of Roanoke regulations in connection with same.
4. Owner agrees to maintain the paved driveway Owner places within Daleview Drive in good repair and condition, and shall be solely responsible for all costs associated with the construction of such improvements and repair and maintenance of same. In addition, Owner shall be responsible for snow removal to the extent necessary for its own use.
5. Owner agrees to release, waive and forever discharge the Town, and to indemnify and hold harmless the Town, its agents, servants, employees, successors or assigns, from and against all liability, loss, claims, demands, damages, expenses, or actions and causes of action whatsoever, either legal or equitable, whether known or unknown, including court costs and attorney's fees, and further including any environmental contamination, as a result of any claim of liability, damage, loss, injury or death to any person, animal, or property arising from or related to Owner placing and maintaining a paved driveway within Daleview Drive.
6. The authorization granted herein by the Town shall be for the benefit of the property and the current or any subsequent Owner of the property. The parties

agree that this agreement be placed on record in the Roanoke County Circuit Court Clerk's Office.

7. It is expressly understood and agreed by the parties hereto that this agreement may be terminated by the Town by giving written notice to the Owner of the Property at least sixty (60) days prior to the effective date of such termination.

BY EXECUTION HEREOF, THE OWNER ACKNOWLEDGES READING THE FOREGOING AGREEMENT, FULLY UNDERSTANDS IT, AND HAS TAKEN THE APPROPRIATE MEASURES TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT.

OWNER:

OWNER:

Ardith R. Overbay

Anne Huffman-Overbay

STATE OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Ardith R. Overbay and Anne Huffman-Overbay.

Notary Public

Registration Number: _____

My commission expires: _____

(SEAL)

Approved as to Form:

TOWN COUNCIL OF
TOWN OF VINTON, VIRGINIA

Elizabeth Dillon
Town Attorney

By

_____(SEAL)

Christopher S. Lawrence
Town Manager

STATE OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Christopher S. Lawrence, Town Manager on behalf of the Town of Vinton, Virginia.

Notary Public

Registration Number: _____

My commission expires: _____

(SEAL)

§ 15.2-2009. Obstructions or encroachments.

A locality may prevent any unlawful obstruction of or encroachment over, under or in any street, highway, road, alley, bridge, viaduct, subway, underpass or other public right-of-way or place; may provide penalties for maintaining any such unlawful obstruction or encroachment; may remove the same and charge the cost thereof to the owner or occupant of the property so obstructing or encroaching; and may collect the cost in any manner provided by law for the collection of state or local taxes. The locality may require the owner or occupant of the property so obstructing or encroaching to remove the property and, pending such removal, may charge the owner of the property so obstructing or encroaching compensation for the use of such portion of the street, highway, road, alley, bridge, viaduct, subway, underpass or other public right-of-way or place obstructed or encroached upon the equivalent of what would be the tax upon the land so occupied if it were owned by the owner of the property so obstructing or encroaching. If removal is not accomplished within the time ordered, the locality may impose penalties for each day that the obstruction or encroachment is allowed to continue. The locality may authorize encroachments upon such public rights-of-way and places subject to such terms and conditions as the governing body may prescribe. However, owners or occupants shall be liable for negligence on account of such encroachment, and the governing body may institute and prosecute a suit or action in ejectment or other appropriate proceedings to recover possession of any such public right-of-way or place or any other property unlawfully occupied or encroached upon.

(Code 1950, § 15-77.57; 1958, c. 328; 1962, c. 623, § 15.1-893; 1997, c. [587](#).)

[prev](#) | [next](#) | [new search](#) | [table of contents](#) | [home](#)



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Town Clerk

Issue

Consider approval of minutes for the regular meeting of July 16, 2013

Summary

None

Attachments

July 16, 2013 minutes

Recommendations

Motion to approve minutes

MINUTES OF A REGULAR MEETING OF VINTON TOWN COUNCIL HELD AT 6:00 P.M. ON TUESDAY, JULY 16, 2013, IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING LOCATED AT 311 SOUTH POLLARD STREET, VINTON, VIRGINIA.

- MEMBERS PRESENT: Bradley E. Grose, Mayor
William W. Nance, Vice Mayor
I. Douglas Adams, Jr.
Robert R. Altice
- MEMBER ABSENT: Matthew S. Hare
- STAFF PRESENT: Christopher S. Lawrence, Town Manager
Susan N. Johnson, Town Clerk
Elizabeth Dillon, Town Attorney
Gary Woodson, Public Works Director
Anita McMillan, Planning & Zoning Director
Joey Hiner, Assistant Public Works Director
Mary Beth Layman, Special Programs Director

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

The first item related to a briefing on the Western Virginia Regional Industrial Facility Authority. The Town Manager began by commenting on the economic development summit that was held in February where seven of the surrounding localities met to assess how our region is positioning itself for today and the future economy. A specific focus was on industrial manufacturing and the key conclusion was that our region as a whole is lacking in certain industrial assets, primarily those 100+ acre properties that could be developed as industrial sites.

Following the summit, each locality designated a representative to participate in a task force and in March Council directed the Town Manager to be the Town's representative. This task force has been working with the Roanoke Regional Partnership and has been able to identify a section in the State Code that allows local governments to establish industrial facility authorities. Such an Authority already exists in Southwest Virginia in Montgomery County called Virginia's First Industrial Facility Authority; however, the decision was to create our own rather than join this one.

Roanoke, Botetourt, Franklin and Montgomery Counties, the Cities of Salem and Roanoke and the Town are currently considering being a part of this Authority. Once created, there will be some operational expenses and the Roanoke Regional Partnership has agreed to oversee the Authority and Beth Doughty has agreed to be the Executive Director. We will then be able to create committees comprised of participants that wish to proceed with the development of a specific site. All members of the Authority will have the option of participating in each project and sharing in the costs

as well as the resulting revenues of a specific project. The task force perspective is that if any locality can land a 100+ acre industrial site it will be advantageous to our region as a whole. Again, the Town will have the option each time to decide if we should participate or not.

The Town Manager further commented that Council needs to make a decision as to whether or not they will participate in the creation of the Authority. We are trying to have the structure created by the end of August so we can proceed looking for available sites. It is staff's recommendation that we participate since we will have the ability to control our level of participation and our costs.

Vice Mayor Nance commented that he does not see any drawbacks from this type of regional cooperation especially since participation would not obligate us financially to any project that was developed. We can make a determination on a case by case basis and for that reason, he can support it. Mr. Adams commented that the original economic summit meeting was very positive and he would hate to see the initiative stop and he would support it. Mr. Altice commented that Mr. Altizer did a good job planning the economic summit and we can all gain by it.

The Mayor also commented about the example this shows of regional cooperation and he appreciates the way this Authority will be created and our ability as a Town to make a decision about our level of participation.

The Town Manager stated that we will put the item on the August 20th agenda for Council action provided the other localities are proceeding with this schedule.

The next item was a briefing on the regional broadband initiative. The Town Manager commented that through our Roanoke Valley Alleghany Regional Commission and the private sector, a study was completed relating to the importance of pursuing the enhancement of broadband services and access to the internet for the Roanoke Valley. Design Nine was the company that conducted the study and the main conclusion reached was that the Roanoke Region is lagging behind when it comes to fiber optic network.

The challenges identified by the study were accessibility, affordability, reliability and speed. The ultimate recommendation was to create a Wireless Authority, which is allowed by the State Code, and which allows local governments to come together and develop policies and cooperative agreements relating to the expansion of broadband infrastructure throughout the region. If the Authority is created, there will be up-front costs estimated to be \$100,000 to hire staff/consultants to assist in moving

forward. Based on our current percentage of 4% in other regional initiatives, we would probably be looking at around \$10,000 or less a year for our participation.

This Authority will be structured different than the Industrial Authority spoken about earlier. Under this Authority, when a project is identified, every member locality will share in the costs. Not knowing up front what those capital costs could be, the Town Manager commented that he has a little more hesitancy in recommending our participation. At this time Roanoke and Botetourt Counties and the Cities of Roanoke and Salem are planning on participating. If we do not participate, once the Authority is established and a project is identified, if the project will benefit us, then we would have the ability to work directly with our partner, Roanoke County as a member of the Authority.

The Town Manager stated that from a regional perspective, when it right for us to participate as a Town we will and when it is not in our best interest, we do not. It is not that we do not support the idea, but we do not want to overcommit ourselves to a project that has not been identified yet. We would have the option to join in the future or we can work with Roanoke County.

Vice Mayor Nance asked if Council agreed tonight that they do not want to participate, would it have to be put on a future agenda for action. The Town Manager responded no. Mr. Adams commented that if this is an area-wide program and the Vinton residents pay the same tax rate as Roanoke County residents, would our residents not benefit from any project that happens in Roanoke County. The Town Manager commented that was a very strong point.

Vice Mayor Nance then commented that he agrees with the Town Manager's recommendation due to the uncertainty about the costs. However, we need to announce our support for the initiative. Mr. Altice commented that we need to announce our intent and he thinks we are going to have to join with the other localities and not wait until they get everything going. In response, the Town Manager stated it would be harder to join later, but would not be impossible. If Council would agree, he suggested writing a letter of support to all the participating local governments.

The Mayor commented that he is a big supporter of regional efforts and he would be in favor of a letter supporting the effort. He can see why the larger localities are excited about this initiative because it is essential to the types of industry they would be attracting.

Vice Mayor Nance asked if this issue has been discussed with Mr. Hare and the Town Manager responded not

specifically. Mr. Nance stated that he does recall that this is an initiative that Mr. Hare has brought up a couple of times and wonders if another informal polling of Council would be in order.

In summary the Town Manager commented that he will check with Mr. Hare and re-affirm the numbers in support of the initiative. If Mr. Hare has a sincere interest, then the matter will be brought back to Council for further consideration.

The Work Session ended at 6:45 p.m. Council recessed until 7:00 p.m.

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

Roll Call

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

Approved minutes of the July 2, 2013 Council meeting and cost of living increase for the Town Manager in the amount of 1.5%

Under citizens' comments and petitions, Roger Overstreet of 709 South Pollard Street thanked Council and the Town Manager for addressing the problem in the back of his property and coming up with a resolution. He then asked what was going to happen with the sign at the corner of the alley.

The Town Manager responded that staff has discussed the sign with Mr. Gross and we are working together to re-distribute the signage on the poles to allow that visual line of sight down the street.

Glen Gross of 725 South Pollard Street stated that he does have a permit and he spent over \$1,000 on the sign. He said he will raise it up some and lower the bottom part so anyone can see through it. The real problem is all the harassments by Mr. Overstreet. The Mayor commented that if there is a concern that Council can help with, they will be glad to listen to him. However, a Council meeting is not the place for people to work out their personal differences. Vice Mayor Nance expressed thanks to Mr. Gross for his willingness to work with Planning and Zoning to eliminate any traffic hazards with his sign.

The next item on the agenda was to consider adoption of a Resolution authorizing the Town Manager to execute two Memorandums of Understanding (MOUs) between Roanoke County Board of Supervisors and the Vinton Town Council for providing Stormwater Management Plan Review Services and Stormwater Management Facilities Post-construction Inspection Services to the Town.

Anita McMillan commented that the Town has been working with Roanoke County to have them provide us with stormwater management review and facilities post-construction inspection services. Because we are an MS-4 community, effective July 1, 2014, we have to start submitting Virginia Stormwater Management Program (VSMP) permits to the State. In the past we have been contracting private engineering firms to do our review. The fee schedule was furnished to Council in their agenda package. Ms. McMillan stated that a regional subcommittee comprised of Roanoke County, Cities of Roanoke and Salem and the Town will be meeting to review the current fee schedules of each jurisdiction.

By July of 2014, each locality must start receiving the VSMP permits for any property that is an acre or more. The locality will retain 72% of the permit fee and 28% will go to the State.

The Town Manager commented that there are two advantages to this approach—continuity of service and less expensive than hiring an on-staff engineer or continuing to use a private engineering firm.

Ms. McMillan next commented on the facilities post-construction inspection services of \$75 per hour with minimum charge of \$150. The County will also inspect the Town's facilities which is required under our stormwater permit. The Town owns four stormwater facilities, but there are approximately 42 in the Town. We are required to inspect the private facilities as well.

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

The next item on the agenda was to consider adoption of a Resolution authorizing the Town Manager to execute a Programmatic Project Administration Agreement with the Virginia Department of Transportation (VDOT) and other applicable documents necessary for Glade Creek Greenway Project.

Adopted Resolution No. 2026 authorizing the Town Manager to execute two Memorandums of Understanding (MOUs) between Roanoke County Board of Supervisors and the Vinton Town Council for providing Stormwater Management Plan Review Services and Stormwater Management Facilities Post-construction Inspection Services to the Town

Ms. McMillan commented that in 2012 Council authorized the Town Manager to submit an application for VDOT Revenue Sharing Program funds for the construction of the Glade Creek Greenway from Walnut Avenue to Virginia Avenue. We have been notified that we have been awarded the funds in the amount of \$81,000 which requires a 50% match from the Town. The match will be made up of \$31,000 of Town funds and \$50,000 from Novozymes Biologicals for a total project cost of \$162,000. The Town is required to execute a Programmatic Project Administration Agreement for the funds.

Ms. McMillan further commented that we hope to have a kick-off meeting with VDOT in early August and complete the project by May of 2015. The Town Manager commented that once the project design has been completed, Council will be asked to award the actual contract and approve the funds. Ms. McMillan stated these grant funds will be on a reimbursement basis.

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

The next item on the agenda was to consider adoption of a Resolution re-appropriating \$3,000.00 received from the Foundation for Roanoke Valley and \$500.00 received from Member One to utilize for implementation of a SNAP/EBT program at the Vinton Farmers' Market.

Mary Beth Layman commented that the donations were made in 2012; however, the implementation had to be postponed until the 2013 season because the EBT machine was not received until mid-October. We are ready to implement the program on July 20th at the Farmer's Market. Approximately \$1,800 of the funds will be used for staffing and \$1,700 for the matching funds for the SNAP/EBT purchases. The customers will purchase tokens with their SNAP cards and we will match dollar for dollar up to \$10.

Mr. Altice made a motion that the Resolution be approved as presented; the motion was seconded by Mr. Adams. Vice Mayor Nance commented that the date of June 30, 2013 in the first whereas paragraph should be June 30, 2012. Mr. Altice agreed to amend his motion that the Resolution be approved as corrected; the amended motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Nance, Grose; Nays (0) – None; Absent (1) - Hare.

Adopted Resolution No. 2027 authorizing the Town Manager to execute a Programmatic Project Administration Agreement with the Virginia Department of Transportation (VDOT) and other applicable documents necessary for Glade Creek Greenway Project

Adopted Resolution No. 2028 re-appropriating \$3,000.00 received from the Foundation for Roanoke Valley and \$500.00 received from Member One to utilize for implementation of a SNAP/EBT program at the Vinton Farmers' Market.

The next item on the agenda was to consider adoption of a Resolution appropriating \$1,500 to the Special Programs expenditure account for reimbursement of Vinton Farmers' Market vendors for SNAP and debit token purchases as detailed in the current budget to properly reflect the source of funds for this expense.

Mr. Adams asked if the tokens could be purchased by anyone and the response was that SNAP customers can purchase the \$1 increment tokens. There is a \$5 token available for anyone to purchase by using their debit card. The \$5 token will not be matched by the Town.

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

Ms. Layman commented that the program will begin this Saturday, July 20th and they will be getting information out to locations like Manna Ministry, Social Services, and areas where they think there are clients that can take advantage of the program. Shake, Bake & Sprout will also be at the Farmers' Market this Saturday.

The next item on the agenda was to consider adoption of a Resolution authorizing the payment of \$20,000 as the Town's portion of the \$60,000 payment required for the early termination of the lease between the County of Roanoke and B. Wayne Dunman and Rebecca J. Dunman for property located at 304 Pollard Street, the site of the new Vinton Library branch.

The Town Manager commented that the original lease agreement between Roanoke County and Mr. Dunman was for three years. The project is now moving along at a faster pace than originally planned two years ago and we now need to accelerate the time that Mr. Dunman will evacuate the property. Currently there is a year left on the lease and the County negotiated with Mr. Dunman to get out of the lease for the sum of \$60,000. This will allow for the demolition of the building in October and then construction is estimated to begin around February 2014.

The County did a cost benefit analysis and evaluated construction costs and their indices and the bottom line was even though it is costing \$60,000 to buy out the lease, the longer it takes to build the library based on construction market indices, it will cost more to wait 12 more months. Council was briefed on this item earlier and we agreed to partner with the County up to \$20,000. This would come out of the contingency account that was built into the

Adopted Resolution No. 2029 appropriating \$1,500.00 to the Special Programs expenditure account for reimbursement of Vinton Farmers' Market vendors for SNAP and debit token purchases as detailed in the current budget to properly reflect the source of funds for this expense

budget for FY2014. The Town Manager further commented that Mr. Dunman has purchased the old Wise potato chip building on Walnut Avenue and will be relocating his business to that facility.

Vice Mayor Nance commented that when we were first discussing the possibility of the library moving out of Town and our ability to keep it in Town, we were talking about construction six to eight years later. Now we are talking about destruction of that building only two and a half years after that process started. Mr. Nance further commented that government cannot be the engine that pulls the economy it has to be private industry. However, the government is responsible for laying the track for that engine. This Council has been aggressive in attempting to do that and it shows that we are serious about this Town continuing to grow and flourish and this is a wise investment of the taxpayers' money. Other Council Members and the Mayor commented how great an investment this is. The Mayor further commented that accelerating this project also allows the construction of the library to proceed at the same time we are doing our downtown revitalization program.

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

The next item on the agenda was to consider approval of the renewal of the Memorandum of Understanding dated June 6, 2010 between the Town and Roanoke County for Emergency 911 services. The Town Manager commented that in 2010 we worked out a partnership for Roanoke County to provide our Emergency 911 Services. As part of the Memorandum of Understanding (MOU), we review the budget every year and we review the cost formula every three years. The formula is based on the number of calls that come into the 911 Center and the number of incidents and averages them out to derive at a percentage. A review of the past three years shows that we are in line with the current formula and no change is recommended. Council is being asked to approve the renewal of the MOU with no changes.

After additional comments from Council, Mr. Altice made a motion to approve the renewal of the Memorandum of Understanding; the motion was seconded by Mr. Adams and carried by the following roll call vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Nance, Grose; Nays (0) – None; Absent (1) - Hare.

Adopted Resolution No. 2030 authorizing the payment of \$20,000 as the Town's portion of the \$60,000.00 payment required for the early termination of the lease between the County of Roanoke and B. Wayne Dunman and Rebecca J. Dunman for property located at 304 Pollard Street, the site of the new Vinton Library branch

Approved the renewal of the Memorandum of Understanding dated June 6, 2010 between the Town and Roanoke County for Emergency 911 services

Under update on old business, the Town Manager

commented that this section has been added to the agenda to give a report for the record on items that are brought up in Council meetings for follow-up. The old business item from the last meeting related to Mr. Overstreet and his business on S. Pollard Street. There were some violation issues regarding the screening of his property. After further review and investigation, it was decided that the existing fence/gate sufficiently screens the inoperable vehicles from public right-of-way. Three buildings screen the rest of the property from the public right-of-way. Mr. Overstreet cleaned up his property and we sent him a written response. The concern regarding Mr. Gross' sign has also been resolved.

The Town Manager then commented on the recent storms and the initiative that was taken by our staff and the volunteer fire and rescue squads during the storms. We did not lose any Town equipment as a result of the storms. Dave Jones of Southern States expressed concern to me that he was not contacted about the possibility of flooding in that area. As a result of our conversation, Chief Cook is working with the Roanoke County automated alert system to see if we can populate it with emergency contact information for a defined area so in the future we will be able to those in that area of potential flooding issues.

The Mayor expressed appreciation to staff for their extra efforts during the recent storm events. He stated that the Vinton-Roanoke County Veterans Monument is now covered by the Town's insurance policy. The last of the public meetings on the Vinton Library branch will be at the War Memorial on August 15th at 7 p.m. His last comments were on the July 4th event and what a success it was this year. All the comments he received were positive and thanks to all who were involved in this event.

Comments from Council: Vice Mayor Nance commented on the reception this Thursday at the War Memorial on the release of The Vinton Pride publication and also the success of the July 4th event. Mr. Altice also commented on the July 4th event and on the initiative taken by the Town several years ago on the flood issue and how it has made a difference especially in the Gladetown area. Mr. Adams also expressed thanks for the success of the July 4th event. He mentioned that he has been asked to work with the Fall Festival Committee this year and the Chamber has some new ideas for this year.

Mr. Adams asked about the obstruction of view by the business on the corner of Pollard and Jackson and the Town Manager responded that we are already working on the issue. Mr. Adams also asked about the buzzard

situation on 3rd Street, the stop sign to be placed at Preston and Fairmont and the barriers that were going to be put on Virginia Avenue at Glade Street.

Mary Beth Layman commented that the event Thursday night is being hosted by Leisure Publishing and everyone is invited to the twilight swim and community dinner at the Pool on Wednesday night, weather permitting, from 6 to 8 at a cost of \$1 per person. Also, the Vinton Vision Committee has received \$2,500 from Woodman of the World that will go to the endowment fund for the High Ground Monument.

The Town Manager commented on the paving schedule for the Thursday and Friday of this week and Monday through Friday of the next week.

Vice Mayor Nance made a motion to adjourn the meeting; the motion was seconded by Mr. Adams and carried by the following vote, with all members voting: Vote 4-0; Yeas (4) – Adams, Altice, Nance, Grose; Nays (0) – None; Absent (1). The meeting was adjourned at 8:15 p.m.

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Police

Issue

Introduction of new Police Officers

Summary

Chief Cook will introduce three new Police Officers – Michael Caldwell, James Spence and William Welch.

Attachments

None

Recommendations

No action required



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Police

Issue

Officer of the Month for July 2013 – Officer Gregory Quesinberry

Summary

Officer Gregory Quesinberry was selected as Officer of the month for July and will be recognized at the meeting

Attachments

Memo from Chief Cook

Recommendations

Read Memo



Vinton Police Department

311 SOUTH POLLARD STREET
VINTON, VIRGINIA 24179

PHONE (540) 983-0617
FAX (540) 983-0624

BENJAMIN L. COOK
CHIEF OF POLICE

A State Accredited Agency

To: Gregory Quesinberry, Police Officer

From: Benjamin L. Cook, Chief of Police BLC

Date: August 7, 2013

Subject: Officer of the Month – July 2013

Congratulations! You have been nominated and selected as Officer of the Month for July, 2013.

On July 10, 2013, during an extremely heavy rain storm, you and Officer Welch located a Cadillac that was stuck in water on Kermit Avenue that had overflowed the banks of Tinker Creek. You found that there was still a subject inside the vehicle and the subject could not get out due to the rising water. You and Officer Welch walked along the creek bank to get as close to the vehicle as possible, where you were able to gain access to the vehicle door and assist the subject inside to safety.

On July 29, 2013, you made a vehicle stop for a traffic violation and determined that the vehicle being driven was improperly registered. The situation was addressed and the vehicle was towed. Three hours later, a subject from Madison Ave. reported his vehicle stolen and you recognized this as being the same vehicle that was involved in the traffic stop earlier. It was found that the tags assigned to the vehicle were changed and the victim reported that the vehicle was taken sometime the previous night. You were able to locate owner of tags, who was in the process of reporting the tags stolen to Bedford County authorities. You responded to Stewartsville and met with a Bedford County deputy and the victim of the tag theft. Subsequently, the tags were returned to owner and statements were obtained from two suspects who ultimately confessed to stealing both the tags and the vehicle.

Both of these situations show your commitment to your profession and the dedication you have for the well-being of the citizens we serve. You have also worked with and field trained some of our new officers which is an important task to ensure that they receive a good foundation to begin building their successful law enforcement career. Thanks for the service you provide and keep up the good work!



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Town Attorney

Issue

Consider adoption of a Resolution authorizing the Town Manager to execute a License Agreement between Ardith R. Overbay and Anne Huffman-Overbay and the Town to allow access over the undeveloped public right-of-way known as Daleview Drive, subject to the covenants and conditions therein.

Summary

Council was briefed on this matter during the Work Session.

Attachments

Proposed Resolution

Recommendations

Motion to adopt Resolution

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, AUGUST 20, 2013 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, Ardith R. Overbay and Anne Huffman-Overbay (the “Owners”) are the record owners of a vacant parcel of land located in the City of Roanoke, Virginia described and designated as Tax Map Number 7030101 (the “Property”); and

WHEREAS, said parcel of land is in the process of being subdivided into two lots and the Owners desire to access the Property from the undeveloped public right-of-way known as Daleview Drive, located in the Town of Vinton; and

WHEREAS, Daleview Drive extends from Town maintained Olney Road to the Property, remains unimproved, and is not maintained as part of Town of Vinton road system; and

WHEREAS, the Owners have requested authorization to pave a portion of Daleview Drive to facilitate access to the Property over the undeveloped public right-of-way known as Daleview Drive; and

WHEREAS, pursuant to Virginia Code §15.2-2009, the Town can enter into a License Agreement to allow the Owners to pave a portion of Daleview Drive to facilitate access to the Property over the undeveloped public right-of-way known as Daleview Drive, subject to the covenants and conditions therein.

NOW, THEREFORE, BE IT RESOLVED that the Town Council hereby approves the License Agreement authorizing the Overbays to pave a portion of Daleview Drive for use as a driveway subject to the terms and conditions of the License Agreement and in furtherance of same, directs the Town Manager to execute said License Agreement on its behalf.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Finance

Issue

Consider adoption of a Resolution approving Post Issuance Tax Compliance Procedures for Tax-Exempt Bonds

Summary

The Internal Revenue Service has announced it intends to give certain issuers of tax-exempt bonds more favorable treatment in resolving compliance problems that arise with their bonds. The preferred issuers are those that adopt and follow written policies or procedures designed to monitor compliance with the federal rules governing the use of bond proceeds and bond-financed projects. The Post-issued Tax Compliance Procedures being considered by Town Council have been developed by the Town's Finance Director/Treasurer in conjunction with the Town's bond counsel Webster Day. The Procedures include the following terms recommended by the IRS to be included in such a policy:

- Providing for due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Providing for training of the responsible official or employee;
- Requiring the retention of adequate records to substantiate compliance;
- Setting out procedures reasonably expected to timely identify noncompliance; and
- Outlining procedures ensuring that the Town will take steps to timely correct noncompliance.

Attachments

Town of Vinton Post Issuance Tax Compliance Procedures For Tax Exempt Bonds
Resolution

Recommendations

Motion to adopt Resolution

Town of Vinton
Post-Issuance Tax Compliance Procedures
For Tax-Exempt Bonds

August 20, 2013

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds (the “Bonds”) issued by the Town of Vinton, a political subdivision of the Commonwealth of Virginia (the “Town”), so as to increase the likelihood of compliance with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds. The Town reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant. The Town also reserves the right to change these policies and procedures from time to time.

General

The Town adopts these post-issuance tax compliance procedures for all Bonds issued by the Town. As used herein:

“Council” means the Council of the Town; and

“Compliance Officer” means the Town Treasurer or, with respect to any Bond issue, the officer or employee of the Town specifically designated in the tax certificate or agreement (“Tax Certificate”) or other documents finalized at or before issuance of the Bonds as the “Compliance Officer” for purposes of these procedures with respect to that Bond issue.

Post-Issuance Compliance Procedures

External Advisors/Documentation

The Compliance Officer shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Compliance Officer shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with any potential changes in use of Bond-financed or refinanced assets.

The Compliance Officer shall be responsible to determine (or obtain expert advice to determine) whether arbitrage rebate calculations have to be made for the Bond issue. If it is determined that such calculations are or are likely to be required, the Compliance Officer shall engage expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, or else shall ensure that the Town has adequate financial, accounting and legal resources of its own to make such calculations.

Unless otherwise provided by the ordinance or resolution relating to the Bonds, unexpended Bond proceeds shall be held by a trustee or other financial institution, and the investment of Bond proceeds shall be managed by the Compliance Officer. The Compliance Officer shall prepare (or cause the trustee, if any, to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds and such statements shall be delivered to the Council if it so requests.

Arbitrage Rebate and Yield

It is the Town’s policy to comply with all applicable requirements under Federal arbitrage regulations. The Compliance Officer will consult with bond counsel and other legal counsel and advisors, as needed, in connection with:

- 1) Determining the likelihood of complying with an arbitrage rebate exemption. If at the time of Bond Issuance, based on reasonable expectations set forth in the Tax Certificate and Agreement, it appears likely that the Bond issue will qualify for an exemption from the rebate requirement, the Compliance Officer may defer taking any of the actions set forth in subsection (2) below. Not later than the time of completion of construction or acquisition of the Project, and depletion of all funds from the Project Fund, the Compliance Officer shall make a determination if expenditure of the bond proceeds qualified for exemption from the rebate requirements based on spending within 6 month or 18 month period after issuance. If rebate exemption is determined to be applicable, the Compliance Officer shall prepare and keep in the permanent records of the Bond Issue a memorandum evidencing this conclusion together with records of expenditure to support such conclusion. If the transaction does not qualify for rebate exemption, the Compliance Officer shall initiate the steps set forth in (2) below.
- 2) If necessary, engaging the services of a Rebate Service Provider and, prior to each rebate calculation date, causing periodic statements concerning the investment of Bond proceeds to be furnished to the Rebate Service Provider. If at the time of Bond Issuance it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (1) above, the Compliance Officer shall:
 - engage the services of a Rebate Service Provider and, prior to each rebate calculation date, cause the trustee or other financial institution investing bond proceeds to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider;

- provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- monitor efforts of the Rebate Service Provider;
- assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed;
- during the construction period of each capital project financed in whole or in part by Bonds, monitor the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months or 18 months, as applicable, following the issue date of the Bonds; and retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping Requirements” and, upon request, providing such copies to the bond issuer.
- in lieu of engaging an outside Rebate Service Provider, the Compliance Officer may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the bond transaction.

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

It is the Town’s policy that the Compliance Officer shall be responsible for:

- monitoring the use of Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate relating to the Bonds (e.g., restrictions on private business use, payment and security);
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds (including investment earnings and including reimbursement of expenditures made before bond issuance), including a final allocation of Bond proceeds as described below under “Record Keeping Requirements;”
- consulting with bond counsel and other legal counsel and advisers in the review of any change in use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate relating to the Bonds;

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discussing any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate relating to the Bonds;
- to the extent that the Compliance Officer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary; and
- with respect to other types of exempt facilities, adopting any such procedures that bond counsel deems appropriate to periodically assess whether such facility continues to qualify as an exempt facility.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

It is the Town's policy that the Compliance Officer shall be responsible for maintaining the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Borrower at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds and any Final Completion Report filed pursuant to the Bond documents; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

Adopted by Vinton Town Council on _____, 2013, by Resolution No.

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL HELD ON TUESDAY, AUGUST 20, 2013 AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUILDING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, federal income tax law requires that issuers of tax-exempt bonds comply with certain post-issuance requirements set forth in the Internal Revenue Code; and

WHEREAS, for the purpose of maximizing the likelihood that certain applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met, the Town desires to adopt Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds.

NOW THEREFORE, BE IT RESOLVED that the Vinton Town Council does hereby adopt the Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds as presented.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Administration

Issue

Consider adoption of a Resolution authorizing the Town Manager to execute six (6) contracts with Architectural and Engineering firms (A/E) for on-call term contracts for various projects throughout the Town of Vinton.

Summary

The Town of Vinton contracts with various firms for design, review, and maintenance work for public works projects, planning projects and other professional and technical services throughout the year. Under Virginia Procurement law the Town has to go through an RFP process or attempt to get written quotes (per the Town's policy threshold) every time it would want to procure professional services unless it establishes an on-call list of one or multiple contractors to do work. This cuts down on both the time and monetary effort that goes into contracting with firms.

The Town of Vinton is proposing having six (6) firms on an on-call contract for an initial two years with up to three (3) more years, for a total of five (5) possible years. There are several benefits to this, the main ones are listed below:

1. By having multiple firms the Town can choose which firm best fits the work being procured and also creates competition between on-call firms.
2. Procurement becomes streamlined up to the amount stated in the Town's Procurement Policy.
3. Engineers and Architects are available to answer questions at any time.
4. After two years Vinton is not committed to keeping any firm on contract.

Included with this cover sheet is the Resolution authorizing the Town Manager to enter into these on-call term contracts as well as a copy of one of the six (6) contracts. All six (6) contracts are not included because they are identical except for the firm's names.

Attachments

Contract Agreement
Resolution

Recommendations

Motion to adopt Resolution

**MASTER AGREEMENT FOR
ON-CALL COMPREHENSIVE SERVICES**

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the **TOWN OF VINTON**, a political subdivision of the Commonwealth of Virginia ("**CLIENT**") and **Berkley Group** ("**CONSULTANT**").

WITNESSETH:

WHEREAS, **CLIENT** desires to engage the services of **CONSULTANT** to perform non-professional and professional services and **CONSULTANT** has agreed, by responding to **CLIENT**'s Request For Proposals: TOVTM 13-2-Professional Services, to furnish such specified services to **CLIENT** on an as-needed, on-call basis.

NOW THEREFORE, for and in consideration of the foregoing, the mutual benefits to the parties from entering into this **AGREEMENT** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows.

Article 1: Scope of CONSULTANT'S Services

CONSULTANT agrees to perform in a good and professional manner those services requested from time-to-time by **CLIENT**, by written task orders, including without limitation, the scope, schedule, staffing and cost (each a "Task Order") and approved by **CLIENT** and **CONSULTANT**. Each such Task Order shall be deemed to be attached hereto and incorporated into this **AGREEMENT**. Anything herein to the contrary notwithstanding, **CLIENT** shall:

- (i) have no obligation to assign any Task Order to **CONSULTANT**; and
- (ii) be permitted in its sole and absolute discretion to contract with other entities and consultants for services that also may be offered by **CONSULTANT**.

This **AGREEMENT** is not an exclusive contract for any services offered by **CONSULTANT** and **CLIENT** has no obligation to purchase any such services exclusively from **CONSULTANT**.

Article 2: Information and Services to be Provided by the CLIENT

The completion of the services to be performed by **CONSULTANT** under a Task Order is contingent upon the timely receipt from **CLIENT**, at no cost to **CONSULTANT**, of services, data, and reports which are reasonably necessary to the performance of such services and are required to be provided under the Task Order.

Article 3: Time of Performance

The services of CONSULTANT under a Task Order will begin upon receipt of a written Notice to Proceed as to such Task Order and will expire upon completion of the services set forth in such Task Order unless sooner terminated as provided for herein or therein. This AGREEMENT will terminate three (3) years from the date first set forth above unless sooner terminated as provided for herein, except that, by written notice to CONSULTANT, CLIENT may extend this AGREEMENT for up to two years in one-year increments. Termination or expiration of this AGREEMENT shall not terminate any Task Order that has not been completed on the date of termination or expiration, and this AGREEMENT shall remain in full force and effect until such Task Order has been completed or otherwise expressly terminated.

Article 4: Compensation

A. CONSULTANT'S Compensation

CONSULTANT shall be compensated for services rendered under this AGREEMENT on a not-to-exceed fee basis which shall include labor, burden, direct expenses and profit. The total compensation amount for all work during the initial term of this AGREEMENT shall be paid in accordance with CONSULTANT'S approved Task Orders in the amounts and at the times set forth in such Task Orders.

The overhead rates charged by CONSULTANT'S for staff services expenses shall be those approved by the Virginia Department of Transportation or any other Virginia State Agency that may provide funding to support a task order issued under this AGREEMENT.

B. Method of Payment

Payment shall be made in response to monthly invoices and documentation of costs, based on demonstrated progress in completing the Scope of Services delineated in a Task Order. CLIENT shall reimburse CONSULTANT within thirty (30) days of receipt of the approved invoice.

Article 5: Additional Work/Changes

Work not specifically described under a Task Order must be approved by supplemental AGREEMENT to a Task Order by CLIENT before it is undertaken by CONSULTANT. Special cases may arise under this AGREEMENT where a supplemental AGREEMENT to a Task Order covering such change cannot be processed and delays to CLIENT would result. Such work in these cases can be authorized by a letter from CLIENT, to be followed by the supplemental AGREEMENT. If CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, CONSULTANT shall promptly notify CLIENT in writing. In the event CLIENT finds that such work justifies additional compensation to CONSULTANT for doing this work on the same basis as covered under "Compensation," it shall be provided for under a written amendment to this AGREEMENT.

Article 6: Records/Audits

CONSULTANT shall maintain complete and accurate books, documents, papers, accounting records, and other evidence with respect to allowable costs incurred and manpower expended under this AGREEMENT. All such records shall be maintained on the basis of generally-accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide access during regular business hours to authorized representative of CLIENT to review such data and records, and the right to inspect and audit all data and records of CONSULTANT relating to its performance under the AGREEMENT.

Article 7: Ownership of Documents

Upon completion or termination of this AGREEMENT, and payment of all sums due hereunder, all documents prepared by CONSULTANT as part of this AGREEMENT, or furnished to CONSULTANT by CLIENT shall be delivered to and become the property of CLIENT. All calculations, plans, specification and other data prepared under this AGREEMENT shall be made available, upon request, to CLIENT without restriction, limitation or additional cost for any further use. CONSULTANT may, at their own expense, have copies made of the documents or any other data it has furnished CLIENT under this AGREEMENT without restriction or limitation on their further use by CONSULTANT.

CONSULTANT shall not be liable for use by CLIENT of said plans, documents, or other data for any purpose other than for the purpose for which this AGREEMENT and Task Order for such plans, documents or data has been entered into.

Article 8: Termination

CLIENT shall have the right to terminate this AGREEMENT and any Task Order at any time with or without cause by written notice to CONSULTANT. In such event, all finished and unfinished documents and work papers prepared by CONSULTANT under this AGREEMENT will, at the option of CLIENT, become CLIENT's property, and CONSULTANT will be paid for services satisfactorily rendered up to the date of such termination. Neither lost profit nor anticipatory profit will be paid.

Article 9: Excusable Delays

CONSULTANT will not be in default by reason of any failure in performance of this AGREEMENT in accordance with its terms (including any failure by CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of CONSULTANT.

Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT. An excusable delay will permit CONSULTANT an extension of time for such reasonable period as may be mutually agreed upon between the parties.

Article 10: Indemnification

CONSULTANT shall hold harmless and indemnify CLIENT, its officers, directors, and employees from and against loses, liabilities, expenses, and costs, including, without limitation, reasonably attorney's fees and costs, that may be based on any injury to person's or property to the extent caused by the negligent performance of services under this AGREEMENT by CONSULTANT or any person employed by CONSULTANT.

Article 11: Conflict of Interest

CONSULTANT certifies that to the best of its knowledge, no employee of CLIENT or the office of any public agency, which is a party to the AGREEMENT has any pecuniary interest in the business of CONSULTANT and no person associated with CONSULTANT has any interest that would conflict in any manner or degree with the performance of the AGREEMENT.

Article 12: Assignability

CONSULTANT shall not assign any interest in the AGREEMENT and shall not transfer any interest in the same, without prior written consent of CLIENT; provided, however, that any sums due or to become due to the CONSULTANT from CLIENT under this AGREEMENT may be assigned to any commercial bank or other financial institution without such approval.

Article 13: Personnel add fees from proposal

All of the services will be performed by CONSULTANT, and none of the work or services covered by this AGREEMENT or any Task Order will be subcontracted by CONSULTANT without prior written approval of CLIENT. CONSULTANT represents that it has, or will secure, all personnel required to carry out and perform the scope of services of any Task Order and this AGREEMENT. Such personnel will not be employees of or have any relationship with any of the members of CLIENT. Such personnel will be fully-qualified and will be authorized under state and local law to perform such services.

As proposed by CONSULTANT, CLIENT hereby recognizes and approves the following Sub-Consultants for the services described in CONSULTANT’S proposal response (dated May 29, 2013) to CLIENT’s RFP: TOVTM 13-2.

Sub-Consultant
Gay and Neel
Community Housing Partners
Center for Watershed Protection
McCormick Taylor
TischlerBise
Froehling & Robertson
Mid-Atlantic Utility Locating

The specific responsibilities of CONSULTANT will be detailed in subsequent Task Orders as provided in Article 1 herein.

Article 14: Warranties

CONSULTANT represents and warrants that it has the requisite experience, skills, capabilities and manpower to perform the services to be provided under the AGREEMENT in a good and professional manner, that if it is a corporation, it is a corporation chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing the AGREEMENT has been fully authorized to do so, and his signature will legally bind CONSULTANT to the AGREEMENT.

Article 15: Modifications. Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by CLIENT.

Article 16: Liability Coverage

CONSULTANT, as may be applicable to the work being performed under the individual Task Order(s), shall take out and maintain during the life of the AGREEMENT such bodily injury, liability, errors & omissions, and property damage liability insurance as necessary, dependent on the work prescribed under the Task Order, to protect it and CLIENT from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this AGREEMENT. When appropriate, CONSULTANT shall provide CLIENT with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give CLIENT at least 30 days' notice prior to cancellation or other termination of such insurance.

Article 17: No Waiver

Any failure of CLIENT to demand rigid adherence to one or more of the terms and provisions of the AGREEMENT, including the General Terms and Conditions set forth in Exhibit A to this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive CLIENT of the right to insist upon strict compliance with the terms of this AGREEMENT. Any waiver of a term of this AGREEMENT, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

Article 18: Severability

If any provision of the AGREEMENT, including Exhibit A, is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the AGREEMENT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the AGREEMENT, and the remaining provisions of the AGREEMENT shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the AGREEMENT.

Article 19: Proprietary Information

Pursuant to §2.2-4342.F of the Virginia Public Procurement Act, trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the *Virginia Freedom of Information Act* (§ 2.2-3700 et seq.) ("FOIA"); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Article 20: Liability; Limitation of Liability

Under no circumstances shall CONSULTANT or any of its sub-consultants, affiliates, agents or employees be liable to CLIENT for indirect, incidental, consequential, special or exemplary damages arising from the use of CONSULTANT'S services or any other provision of this AGREEMENT such as, but not limited to, loss of revenue or anticipated profits or lost business.

Article 21: Prevailing Party Legal Fees

In the event either party institutes legal action to enforce any of the provisions of this AGREEMENT, the prevailing party in any such legal action shall be entitled to recover any and all legal fees it incurred in enforcing this AGREEMENT. The judge, mediator or arbitrator who presides over any such legal action shall have the authority to determine which party was the prevailing party, if any, and the amount of attorneys' fees or collection fees, and all other collection expenses to be awarded.

Article 22: Notices

All requests, notices and other communications required or permitted to be given under the AGREEMENT shall be in writing and delivery thereof shall be deemed to have been made five (5) business days after such notice shall have been duly mailed by certified first-class mail, postage prepaid, return receipt requested, one (1) business day after being deposited with any nationally recognized overnight courier service, or when delivered if delivered by hand delivery, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to CONSULTANT shall be sent to the address shown on page one of this AGREEMENT, and notices to CLIENT shall be sent to:

Ryan Spitzer
Asst. to the Town Manager
Town of Vinton
311 South Pollard Street
Vinton, VA 24179

Article 23: Incorporation by Reference

This AGREEMENT is subject to the General Terms and Conditions set forth in Exhibit A and the Virginia Public Procurement Act, the provisions of which, as amended from time to time, are hereby incorporated into this AGREEMENT as fully and completely as if set forth herein in their entirety.

IN WITNESS WHEREOF, CLIENT and CONSULTANT have executed this AGREEMENT as of the date first above written.

CLIENT: TOWN OF VINTON

BY: _____ DATE: _____

Name: Christopher S. Lawrence

Title: Town Manager

CONSULTANT:

BY: _____ DATE: _____

Name: Darren K. Coffey, AICP, CZA

Title: Principal

RESOLUTION NO.

AT A REGULAR MEETING OF THE VINTON TOWN COUNCIL ON TUESDAY, AUGUST 20, 2013, AT 7:00 P.M., IN THE COUNCIL CHAMBERS OF THE VINTON MUNICIPAL BUIDLING, 311 SOUTH POLLARD STREET, VINTON, VIRGINIA

WHEREAS, the Town Manager and the Planning and Zoning and Public Works Departments anticipate that several capital improvement projects funded by various capital improvement funds will require the use of architectural and engineering design services and additional projects not currently scheduled could arise during the period August 2013 – August 2015 that will require the use of architectural and engineering design services; and

WHEREAS, the Town Manager and the Planning and Zoning and Public Works Departments have demonstrated that the use of a pool of architect and engineering design firms that have passed a competitive bidding process on an as-needed basis eliminates much of the delay and costs associated with project-by-project bidding; and

WHEREAS, in May 2013 the Town issued a Request for Proposals for On-Call Architectural and Engineering Services and the Town received fourteen (14) proposals that were reviewed by a panel consisting of the Assistant Public Works Director, Assistant to the Town Manager, Planning Director and Town Manager; and

WHEREAS, the panel selected the proposals of six (6) firms, finding that all have the technical expertise to perform the work required, and that each clearly demonstrated their understanding of the technical complexities and issues involved in implementing public capital improvement projects; and

WHEREAS, the six (6) firms selected are: Berkley Group, Hill Studio, Mattern & Craig, WW Associates, Inc., Draper Aden Associates and Gay and Neel, Inc.; and

WHEREAS, each contract with a firm would be for an amount as prescribed in the Town's Purchasing Procedure Guidelines and Section 2.2-4300 et seq., Code of Virginia, 1950, as amended.

NOW, THEREFORE, BE IT RESOLVED that the Vinton Town Council does hereby authorize the Town Manager to enter into Service Contracts and any other necessary documents, approved as to form by the Town Attorney, for on-call Architectural and Engineering Services, with the following firms: Berkley Group, Hill Studio, Mattern & Craig, WW Associates, Inc., Draper Aden Associates and Gay and Neel, Inc.

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

AYES:

NAYS:

APPROVED:

Bradley E. Grose, Mayor

ATTEST:

Susan N. Johnson, Town Clerk



Town Council Agenda Summary

Meeting Date

August 20, 2013

Department

Finance/Treasurer

Issue

Financial Reports for May and June 2013

Summary

The Financial Reports for the periods ending May 31 and June 30, 2013 have been placed in the Town's Dropbox and on the Town's Website.

The Finance Committee met on Monday, August 12, 2013 at 5:30 pm to discuss the reports and will make a presentation of the reports to Council during the Council Comment Section of the Regular Meeting.

Attachments

Reports in Financial folder in Dropbox

Recommendations

Motion to approve the May and June 2013 Financial Reports