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1. Council Action Agenda

Documents: [AG 01-19-16.PDF](#)

2. Council Agenda And Reports

Documents: [CAR 01-19-16.PDF](#)

NOTICE:

The Full Agenda consists of scanned images of only those reports and communications submitted to the City Clerk before the deadline established for such agenda and will not include any matter or item brought before Council for consideration at the meeting.

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To receive the City Council agenda (without reports) automatically via e-mail, contact the Office of the City Clerk at clerk@roanokeva.gov or (540) 853-2541.

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**TRINKLE
40419-011916**



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JANUARY 19, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call. Council Members Rosen and Lea absent.

The Invocation was delivered by The Reverend Serenus T. Churn, Jr., Pastor, High Street Baptist Church.

Moment of silence in memory of Frances Garland, wife of former Council Member Bob Garland.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor David A. Bowers.

Welcome. Mayor Bowers.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, January 21 at 7:00 p.m., and Saturday, January 23 at 4:00 p.m.; and video streamed by internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION.

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NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. SPECIAL ASSISTANCE IS AVAILABLE FOR DISABLED PERSONS ADDRESSING CITY COUNCIL. EFFORTS WILL BE MADE TO PROVIDE ADAPTATIONS OR ACCOMMODATIONS BASED ON INDIVIDUAL NEEDS OF QUALIFIED INDIVIDUALS WITH DISABILITIES, PROVIDED THAT REASONABLE ADVANCE NOTIFICATION HAS BEEN RECEIVED BY THE CITY CLERK'S OFFICE.

PERSONS WISHING TO ADDRESS COUNCIL WILL BE REQUIRED TO CONTACT THE CITY CLERK'S OFFICE PRIOR TO THE MONDAY COUNCIL MEETING, OR REGISTER WITH THE STAFF ASSISTANT AT THE ENTRANCE TO THE COUNCIL CHAMBER PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING. ONCE THE COUNCIL MEETING HAS CONVENED, THERE WILL BE NO FURTHER REGISTRATION OF SPEAKERS, EXCEPT FOR PUBLIC HEARING MATTERS. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH; HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL-APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE MAY CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE TO COMPLETE AN ONLINE APPLICATION.

THE COUNCIL OF THE CITY OF ROANOKE IS SEEKING APPLICATIONS FOR THE FOLLOWING CURRENT VACANCIES AND/OR UPCOMING EXPIRATIONS OF TERMS OF OFFICE:

**BUILDING AND FIRE CODE OF APPEALS/AT-LARGE – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2018**

**CITY OF ROANOKE FINANCE BOARD – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2016**

**FAIR HOUSING BOARD – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING MARCH 31, 2019**

**PARKS AND RECREATION ADVISORY BOARD – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING MARCH 31, 2017**

**ROANOKE VALLEY RESOURCE AUTHORITY – ONE VACANCY
FOUR-YEAR TERM OF OFFICE**

EXPIRATION OF THE THREE-YEAR TERMS OF OFFICE OF SUZANNE P. MOORE AND ANNETTE LEWIS AS TRUSTEES OF THE ROANOKE CITY SCHOOL BOARD ENDING JUNE 30, 2016. TRUSTEE MOORE IS NOT ELIGIBLE FOR REAPPOINTMENT. DEADLINE FOR RECEIPT OF APPLICATIONS IS THURSDAY, MARCH 10, 2016. FOR QUESTIONS AND/OR ADDITIONAL INFORMATION, PLEASE CONTACT CITY CLERK'S OFFICE AT 853-2541.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of exchange students from Wonju, Korea.
The Mayor presented certificates and gifts to the students.

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. ALL MATTERS WILL BE REFERRED TO THE CITY MANAGER FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL, AS HE MAY DEEM APPROPRIATE.

Barbara Duerk and Robert Gravely appeared before the Council. In connection with comments by Ms. Duerk regarding a rezoning request of 2123 Crystal Spring, LLC, scheduled to be heard by the Council at its 7:00 p.m. session, Vice-Mayor Trinkle disclosure that he would recuse himself from participating in the public hearing.

4. CONSENT AGENDA: (APPROVED 5-0)

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY. The Mayor called attention to two Closed Session requests from City Manager.

C-1 A communication from the City Manager requesting that the Council convene in a Closed Meeting to discuss the disposition of City-owned property located at 2206 Countryside Road, N. W., where discussion in an open meeting would adversely affect the bargaining or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.
RECOMMENDED ACTION: Concurred in the request.

C-2 A communication from the City Manager requesting that the Council convene in a Closed Meeting to discuss a matter concerning prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, pursuant to Section 2.2-3711 (A)(5), Code of Virginia (1950), as amended.
RECOMMENDED ACTION: Concurred in the request.

C-3 Reports of qualification of the following individuals:

The Honorable Raphael E. Ferris as an elected City official representative to replace M. Rupert Cutler (non-elected official) of the Roanoke Valley-Alleghany Regional Comprehensive Economic Development Strategy Committee for a term of office ending March 31, 2017;

John D. Fulton and Bill Hume (Registered Architect) as members of the Architectural Review Board for four-year terms of office, each, ending October 1, 2019;

John Montgomery as a member of the Mill Mountain Advisory Board for a three-year term of office ending June 30, 2018; and

Samuel Roman as a member of the Towing Advisory Board for a three-year term of office ending October 31, 2018.

RECOMMENDED ACTION: Received and filed.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS: NONE.

7. REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Recognition of the Western Virginia Workforce Development Board Program Year 2015 Workforce Innovation and Opportunity Act (WIOA) Implementation funds for award period January 1, 2016 to June 30, 2016.

Adopted Resolution No. 40419-011916 (5-0)

2. Acceptance and transfer of the Rescue Squad Assistance Fund (RSAF) Grant from the Virginia Department of Health, Office of Emergency Medical Services, to purchase equipment and supplies for use by the Fire/EMS Department.
Adopted Resolution No. 40420-011916 and Budget Ordinance No. 40421-011916 (5-0)

3. Amendment of the City Code Section 30-111(d), Pole Mounted Banners, to extend the length of time a pole mounted banner and flag can be displayed.
Adopted Ordinance No. 40422-011916 (5-0)

COMMENTS OF CITY MANAGER.

The City Manager offered the following comments:

Star Stories Needed

- Roanoke Public Libraries is collecting Star Stories – written and oral stories that have unfolded at the Star on Mill Mountain.
- The public is invited to help shape this colorful collection of stories representing the vibrant, remarkable people who make the Roanoke Valley shine.
- Library staff and volunteers will record and archive countless tales about funny moments and interesting events that have occurred at the Star.
- Mill Mountain Theatre will celebrate the legacy of theatre on the mountain by using the stories to provide inspiration for “Starcropolis” – Theatre Under the Star, which will be held Sept. 4 on Mill Mountain.
- People can share a Star Story by calling (540) 632-2203 or going online to roanokeva.gov/virginiaroom, or stop by the Main Library on Jefferson Street.

Solid Waste Collection Schedule Changes

- Because city offices were closed on Monday, Jan. 18, for the Martin Luther King Jr. holiday, the solid waste collection for the week has changed.
- All residential/commercial solid waste collection (including, bulk, brush, and B Week recycling) will be delayed one day.
- The Central Business District will be worked on schedule Monday, Jan. 18, through Saturday, Jan. 23.
- For more information, call 853-2000, option 1.

City, Virginia Tech to Host LEAN Conference

- Virginia Tech and the City of Roanoke will host “Implementing LEAN: Operational Excellence for Local Government,” on March 3 and 4 at Hotel Roanoke and Conference Center.
- The first of its kind in the country, this conference will share effective leadership and Lean systems to create greater customer satisfaction and efficiency in government.
- Keynote speakers will include Teresa Hay McMahon, executive director of the Iowa Lean Consortium (ILC). Local speakers will include Mike Parrish with Carilion, Roanoke Police Chief Chris Perkins, and Eileen Van Aken, Ph.D., professor, associate department head, and undergraduate program director for the Industrial and Systems Engineering (ISE) Program at Virginia Tech’s College of Engineering.
 - Registration deadline is Feb. 25:
<http://www.cpe.vt.edu/ilean/registration.html>.

The Assistant City Manager for Operations updated the Council on the projected snow event scheduled to commence on Friday, January 22 at 7:00 a.m. Citizens should call (540) 853-2000, Option 8.

b. CITY ATTORNEY:

1. Approval of Amendment No. 6 to agreement between CGI Technologies and Solutions, Inc., and the City of Roanoke; and ratification of Amendments Nos. 3, 4 and 5.
Adopted Ordinance No. 40423-011916 (5-0)

8. REPORTS OF COMMITTEES:

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.
Adopted Budget Ordinance No. 40424-011916 (5-0)
- b. A report of Court G. Rosen, Chair, Legislative Committee requesting adoption of a resolution with regard to Catawba Hospital.
Adopted Resolution No. 40425-011916 (5-0)

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

11. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

12. RECESSED – 3:28 P.M.

THE COUNCIL MEETING WILL STAND IN RECESS FOR CLOSED SESSION IN THE COUNCIL'S CONFERENCE ROOM, UNTIL 7:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JANUARY 19, 2016
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call. Council Members Rosen and Lea absent.

The Invocation was delivered by Mayor David A. Bowers.

The Pledge of Allegiance to the Flag of the United States of America was led by Boy Scout Troop #210 from South Roanoke United Methodist Church.

Welcome. Mayor Bowers.

CERTIFICATION OF CLOSED MEETING. (5-0)

NOTICE:

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A. PUBLIC HEARINGS:

1. Request of 2123 Crystal Spring, LLC, to repeal conditions proffered as part of a previous rezoning at 2123 Crystal Spring Avenue, S. W., by the adoption of Ordinance No. 36819-081604 on August 16, 2004; proposed for repeal include limiting the use of the property to restaurants, with no drive through window; general and professional offices, including financial institutions; medical offices; and medical clinics, with a special exception; limiting parking to a particular location on-site and certain off-street parking requirements; and restricting alteration of the exterior of the building. Ann B. Trinkle, Co-Owner, Spokesperson.

Public hearing was closed and the matter was continued until February 1 at 2:00 p.m. since two members of Council were absent and Vice-Mayor Trinkle disclosed a personal conflict of interest. (4-0, Vice-Mayor Trinkle abstained from voting.)

2. Request of JETR, LLC, to rezone property at 2121 Dale Avenue, S. E., an approximately 0.057 acre northeastern portion of 2125 Dale Avenue, S. E., that extends to Dale Avenue, S. E., and an approximately 0.05 acre northwestern portion of 2137 Dale Avenue, S. E., that extends to Dale Avenue, S. E., from MXPUD, with conditions, to CG, with conditions; and amend conditions proffered as part of a previous rezoning adopted by Ordinance No. 40032-081814 on August 18, 2014. Joe Thompson, Balzer and Associates, Inc., Spokesperson.

Adopted Ordinance No. 40426-011916 (5-0)

3. Proposal of the City of Roanoke to lease approximately 3,000 square feet of City-owned property located at 19 Campbell Avenue, S. E., to The Orvis Company, Inc., on a five-year lease commencing February 1, 2016 and expiring January 31, 2021. Christopher P. Morrill, City Manager.

Adopted Ordinance No. 40427-011916 (5-0)

B. HEARING OF CITIZENS UPON PUBLIC MATTERS: NONE.

C. ADJOURNED – 7:21 P.M.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JANUARY 19, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Serenus T. Churn, Jr., Pastor, High Street Baptist Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor David A. Bowers.

Welcome. Mayor Bowers.

NOTICE:

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**BUILDING AND FIRE CODE OF APPEALS/AT-LARGE – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2018**

**CITY OF ROANOKE FINANCE BOARD – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2016**

**FAIR HOUSING BOARD – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING MARCH 31, 2019**

**PARKS AND RECREATION ADVISORY BOARD – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING MARCH 31, 2017**

**ROANOKE VALLEY RESOURCE AUTHORITY – ONE VACANCY
FOUR-YEAR TERM OF OFFICE**

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of exchange students from Wonju, Korea.

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

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4. CONSENT AGENDA:

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C-1 A communication from the City Manager requesting that the Council convene in a Closed Meeting to discuss the disposition of City-owned property located at 2206 Countryside Road, N. W., where discussion in an open meeting would adversely affect the bargaining or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

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RECOMMENDED ACTION: Concur in the request.

C-2 A communication from the City Manager requesting that the Council convene in a Closed Meeting to discuss a matter concerning prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, pursuant to Section 2.2-3711 (A)(5), Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concur in the request.

C-3 Reports of qualification of the following individuals:

The Honorable Raphael E. Ferris as an elected City official representative to replace M. Rupert Cutler (non-elected official) of the Roanoke Valley-Alleghany Regional Comprehensive Economic Development Strategy Committee for a term of office ending March 31, 2017;

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John Montgomery as a member of the Mill Mountain Advisory Board for a three-year term of office ending June 30, 2018; and

Samuel Roman as a member of the Towing Advisory Board for a three-year term of office ending October 31, 2018.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS: NONE.

7. REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Recognition of the Western Virginia Workforce Development Board Program Year 2015 Workforce Innovation and Opportunity Act (WIOA) Implementation funds for award period January 1, 2016 to June 30, 2016.

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R 13
2. Acceptance and transfer of the Rescue Squad Assistance Fund (RSAF) Grant from the Virginia Department of Health, Office of Emergency Medical Services, to purchase equipment and supplies for use by the Fire/EMS Department.

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R 18
B/O 19
3. Amendment of the City Code Section 30-111(d), Pole Mounted Banners, to extend the length of time a pole mounted banner and flag can be displayed.

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COMMENTS OF CITY MANAGER.

b. CITY ATTORNEY:

1. Approval of Amendment No. 6 to agreement between CGI Technologies and Solutions, Inc., and the City of Roanoke; and ratification of Amendments Nos. 3, 4 and 5.

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8. REPORTS OF COMMITTEES:

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.

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B/O 43
- b. A report of Court G. Rosen, Chair, Legislative Committee requesting adoption of a resolution with regard to Catawba Hospital.

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R 45

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

11. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

12. RECESS.

THE COUNCIL MEETING WILL STAND IN RECESS UNTIL 7:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JANUARY 19, 2016
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

The Invocation will be delivered by Mayor David A. Bowers.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Bowers.

Welcome. Mayor Bowers.

CERTIFICATION OF CLOSED MEETING.

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A. PUBLIC HEARINGS:

1. Request of 2123 Crystal Spring, LLC, to repeal conditions proffered as part of a previous rezoning at 2123 Crystal Spring Avenue, S. W., by the adoption of Ordinance No. 36819-081604 on August 16, 2004; proposed for repeal include limiting the use of the property to restaurants, with no drive through window; general and professional offices, including financial institutions; medical offices; and medical clinics, with a special exception; limiting parking to a particular location on-site and certain off-street parking requirements; and restricting alteration of the exterior of the building. Ann B. Trinkle, Co-Owner, Spokesperson.

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2. Request of JETR, LLC, to rezone property at 2121 Dale Avenue, S. E., an approximately 0.057 acre northeastern portion of 2125 Dale Avenue, S. E., that extends to Dale Avenue, S. E., and an approximately 0.05 acre northwestern portion of 2137 Dale Avenue, S. E., that extends to Dale Avenue, S. E., from MXPUD, with conditions, to CG, with conditions; and amend conditions proffered as part of a previous rezoning adopted by Ordinance No. 40032-081814 on August 18, 2014. Ben Crew, Balzer and Associates, Inc., Spokesperson.

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3. Proposal of the City of Roanoke to lease approximately 3,000 square feet of City-owned property located at 19 Campbell Avenue, S. E., to The Orvis Company, Inc., on a five-year lease commencing February 1, 2016 and expiring January 31, 2021. Christopher P. Morrill, City Manager.

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B. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. ALL MATTERS WILL BE REFERRED TO THE CITY MANAGER FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL, AS HE MAY DEEM APPROPRIATE.

C. ADJOURN.



C-1

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 19, 2016
Subject: Request for Closed Meeting

This is to request that City Council convene a closed meeting to discuss the disposition of City-owned property located at 2206 Countryside Road, N.W. bearing Official Tax Map No. 6431501 where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to §2.2-3711.A.3, Code of Virginia (1950), as amended.

Christopher P. Morrill

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: January 19, 2016

Subject: Request for Closed Meeting

This is to request that City Council convene a closed meeting to discuss a matter concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community, pursuant to §2.2-3711.A.5, Code of Virginia (1950), as amended.

A handwritten signature in black ink, appearing to read "C. Morrill", is written over a horizontal dashed line.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 19, 2016
Subject: Funding for the Western Virginia Workforce Development Board
Workforce Innovation and Opportunity Act (WIOA) Programs

Background:

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and replaced the Workforce Investment Act of 1998 (WIA). WIOA provisions related to Department of Labor Programs were effective July 1, 2015.

The City of Roanoke is the grant recipient for Workforce Innovation and Opportunity Act (WIOA) funding, thus, City Council must recognize the grant funding received, in order for the Western Virginia Workforce Development Board to administer WIOA programs in Local Workforce Development Area III of Virginia. The Roanoke Valley-Alleghany Regional Commission serves as the fiscal agent for The Western Virginia Workforce Development Board and the WIOA funds allocated to Area III which encompasses the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the cities of Covington, Roanoke, and Salem.

WIOA funding is for four primary client populations:

- Dislocated workers who have been laid off from employment through no fault of their own. Services provided these individuals include intensive job search assistance and employment counseling, additional training to upgrade skills or obtain initial certification or degree, on the job training and supportive services.
- Economically disadvantaged individuals as determined by household income guidelines defined by the U.S. Department of Labor. Services provided these individuals include intensive job search assistance and employment counseling, additional training to upgrade skills or obtain initial certification or degree, on the job training and supportive services.
- Youth who are economically disadvantaged, or who have other barriers to becoming successfully employed adults. Services provided these individuals include career counseling and exploration, incentives to remain in school, work readiness classes, summer work program, mentoring, tutoring and post secondary education/training.
- Businesses in need of employment and job training services.

The City of Roanoke has received a Notice of Obligation, on behalf of the Western Virginia Workforce Development Board, from the Virginia Community College System, allocating \$15,000 of National Reserve for WIOA Implementation Funds, which will be used to improve agency partnership communication and collaboration in providing direct services to clients for the award period January 1, 2016 - June 30, 2016.

Considerations:

- Program Operations - Existing activities will continue and planned programs will be implemented.
- Funding - Funds are available from the Grantor agency and other sources as indicated, at no additional cost to the City.

Recommended Action:

Recognize the Western Virginia Workforce Development Board PY2015 National Reserve for WIOA Implementation funds of \$15,000, for award period January 1, 2016 to June 30, 2016.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager for Community Development
Jane R. Conlin, Director of Human/Social Services

DK

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION acknowledging and recognizing the PY2015 Workforce Innovation and Opportunity Act (“WIOA”) funding from the Virginia Community College System in the amount of \$15,000 for WIOA activities, for the award period of January 1, 2016, through June 30, 2016, the foregoing funding to be administered by the Western Virginia Workforce Development Board.

WHEREAS, pursuant to the WIOA that was enacted on July 22, 2014 and replaced the Workforce Investment Act, federal funding is provided to support various programs in support of various client populations as more particularly described in the City Council Agenda Report dated January 19, 2016; and

WHEREAS, the Roanoke Valley-Alleghany Regional Commission was designated as the fiscal agent for WIOA funds and administers the federal funds provided by WIOA through the Virginia Community College System for Local Workforce Development Area III, the designated area in Virginia which encompasses the counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke, and the cities of Covington, Roanoke, and Salem.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. Council acknowledges and recognizes for the purpose of the Western Virginia Workforce Development Board administering WIOA programs and activities in Local Workforce Development Area III, the PY2015 National Reserve for WIOA Implementation funding in the amount of \$15,000 from the Virginia Community College System, with no local match from the City, to be administered by the Western Virginia Workforce Development Board, and to be used during the award period of January 1, 2016, through June 30, 2016, as more particularly set out in the City Council Agenda Report dated January 19, 2016.

2. The City Manager is directed to furnish such additional information as may be required in connection with the acknowledgement and recognition of the foregoing funding.

3. The City Clerk is directed to provide an attested copy of this Resolution to the Western Virginia Workforce Development Board.

ATTEST:

City Clerk.



T.a.2.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 19, 2016
Subject: Rescue Squad Assistance Fund (RSAF) Grant Acceptance

Background:

The Virginia Department of Health, Office of Emergency Medical Services administers a Rescue Squad Assistance Fund (RSAF) grant program that is awarded twice annually. Roanoke Fire-EMS applied for this grant to purchase an ambulance that will replace an existing unit, a Stryker Power Load System/Stretcher, and a Heartstart Defibrillator for a total value of \$251,516. The State Office of Emergency Medical Services awarded Roanoke Fire-EMS a grant of \$125,758 towards the purchase of the items referenced above. This grant requires a 50/50 match from the City of Roanoke. Funding in the amount of \$30,758 can be provided from the Grant Match account and \$95,000 can be provided from the Fleet Management Fund totaling \$125,758.

Considerations:

City Council action is needed to formally accept and appropriate these funds, and authorize the Director of Finance to establish revenue estimates and appropriations to purchase the equipment and supplies in accordance with the provisions of this grant.

Recommended Action:

Accept the grant as described above and authorize the City Manager to execute any required grant agreements or documents, such documents to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the grant fund for State funds in the amount of \$125,758. Transfer funding in the amount of \$30,758 from the grant match account (35-300-9700-5415) and \$95,000 from the Fleet Fund to provide local funding into accounts to be established in the Grant Fund by the Director of Finance.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Barbara A. Dameron, Director of Finance
Brian Townsend, Assistant City Manager for Community Development
Sherman Stovall, Assistant City Manager for Operations

Office of Emergency Medical Services

Rescue Squad Assistance Fund (RSAF) Grant Awards

January 1, 2016 - December 31, 2016

62. ROANOKE FIRE - EMS DEPARTMENT (WV-C07/12-15) - ROANOKE CITY Co., PD 05

1 Type III Ambulance - \$95,000.00 (50 / 50) State/Local Match

Conditions: 1-Vehicle must be available for service 24 hours a day, 7 days a week.

13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."

32-Agency must complete all vehicle information in the "manage vehicles" section of the VPHIB system, including all data elements within the vehicle information, station, purchase information, and vehicle status sections. If this vehicle is replacing another vehicle, the vehicle being replaced must be marked as "inactive" in the VPHIB system.

35-Ambulances ordered after July 1, 2015 must comply with the SAE J3026 Ambulance Patient Compartment Seating Integrity and Occupant Restraint SAE J3027 Ambulance Litter Integrity, Retention, and Patient Restraint standards.

36-Agencies using ePCR systems with the capability to submit in real-time, all ImageTrend, ZOLL, and emsCharts users, for version 2, must enable Auto-Post/Sync/ submit in real-time to VPHIB. Once an EMS agency has migrated to the version 3 EMS data standard (VAv3) all agencies using an ePCR systems will submit in real-time unless approved in writing by the OEMS. EMS data quality will not be assessed for 30 days after an EMS incident to allow resubmission of incomplete ePCRs.

37-Agencies using ImageTrend, ZOLL, or emsCharts EMS ePCR software products must submit EMS data to VPHIB using a Web-services connection for Virginia's version 2 EMS data standard submissions. Once the agency has migrated to the Virginia version 3 data standard (VAv3) all submissions to VPHIB must be submitted via Web-services.

18 Heartstart FRX Defibrillator - \$12,910.95 (50 / 50) State/Local Match

Conditions: 13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."

36-Agencies using ePCR systems with the capability to submit in real-time, all ImageTrend, ZOLL, and emsCharts users, for version 2, must enable Auto-Post/Sync/ submit in real-time to VPHIB. Once an EMS agency has migrated to the version 3 EMS data standard (VAv3) all agencies using an ePCR systems will submit in real-time unless approved in writing by the OEMS. EMS data quality will not be assessed for 30 days after an EMS incident to allow resubmission of incomplete ePCRs.

37-Agencies using ImageTrend, ZOLL, or emsCharts EMS ePCR software products must submit EMS data to VPHIB using a Web-services connection for Virginia's version 2 EMS data standard submissions. Once the agency has migrated to the Virginia version 3 data standard (VAv3) all submissions to VPHIB must be submitted via Web-services.

1 Stryker Power Pro XT - \$7,366.01 (50 / 50) State/Local Match

Conditions: 13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."

36-Agencies using ePCR systems with the capability to submit in real-time, all ImageTrend, ZOLL, and emsCharts users, for version 2, must enable Auto-Post/Sync/ submit in real-time to VPHIB. Once an EMS agency has migrated to the version 3 EMS data standard (VAv3) all agencies using an ePCR systems will submit in real-time unless approved in writing by the OEMS. EMS data quality will not be assessed for 30 days after an EMS incident to allow resubmission of incomplete ePCRs.

37-Agencies using ImageTrend, ZOLL, or emsCharts EMS ePCR software products must submit EMS data to VPHIB using a Web-services connection for Virginia's version 2 EMS data standard submissions. Once the agency has migrated to the Virginia version 3 data standard (VAv3) all submissions to VPHIB must be submitted via Web-services.

Office of Emergency Medical Services

Rescue Squad Assistance Fund (RSAF) Grant Awards

January 1, 2016 - December 31, 2016

1 Stryker Power load - \$10,481.21 (50 / 50) State/Local Match

Conditions: 13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."

36-Agencies using ePCR systems with the capability to submit in real-time, all ImageTrend, ZOLL, and emsCharts users, for version 2, must enable Auto-Post/Sync/ submit in real-time to VPHIB. Once an EMS agency has migrated to the version 3 EMS data standard (VAV3) all agencies using an ePCR systems will submit in real-time unless approved in writing by the OEMS. EMS data quality will not be assessed for 30 days after an EMS incident to allow resubmission of incomplete ePCRs.

37-Agencies using ImageTrend, ZOLL, or emsCharts EMS ePCR software products must submit EMS data to VPHIB using a Web-services connection for Virginia's version 2 EMS data standard submissions. Once the agency has migrated to the Virginia version 3 data standard (VAV3) all submissions to VPHIB must be submitted via Web-services.

Total: \$125,758.17

63. ROCKBRIDGE REGIONAL EMERGENCY COMMUNICATIONS CENTER (CS-C01/12-15) - ROCKBRIDGE Co., PD 06

21 Adashi "First Responder" sftwr - \$34,540.80 (80 / 20) State/Local Match

Conditions: 5-Must be reviewed and approved by OEMS Communications Coordinator prior to purchase.

12-Itemized quote must be submitted to OEMS for approval prior to purchase.

21 Verizon Wireless "Air Cards" - \$8,061.65 (80 / 20) State/Local Match

Conditions: 12-Itemized quote must be submitted to OEMS for approval prior to purchase.

Total: \$42,602.45

64. SALEM FIRE - EMS DEPARTMENT (WV-C01/12-15) - SALEM Co., PD 05

1 Fire Medic 1. EMS supervisor - \$17,587.50 (50 / 50) State/Local Match

Conditions: 1-Vehicle must be available for service 24 hours a day, 7 days a week.

13-Acknowledgment must be provided on any printed material, equipment or vehicle as follows: "Funding was made possible by a grant from the Virginia Office of Emergency Medical Services, Virginia Department of Health."

32-Agency must complete all vehicle information in the "manage vehicles" section of the VPHIB system, including all data elements within the vehicle information, station, purchase information, and vehicle status sections. If this vehicle is replacing another vehicle, the vehicle being replaced must be marked as "inactive" in the VPHIB system.

36-Agencies using ePCR systems with the capability to submit in real-time, all ImageTrend, ZOLL, and emsCharts users, for version 2, must enable Auto-Post/Sync/ submit in real-time to VPHIB. Once an EMS agency has migrated to the version 3 EMS data standard (VAV3) all agencies using an ePCR systems will submit in real-time unless approved in writing by the OEMS. EMS data quality will not be assessed for 30 days after an EMS incident to allow resubmission of incomplete ePCRs.

37-Agencies using ImageTrend, ZOLL, or emsCharts EMS ePCR software products must submit EMS data to VPHIB using a Web-services connection for Virginia's version 2 EMS data standard submissions. Once the agency has migrated to the Virginia version 3 data standard (VAV3) all submissions to VPHIB must be submitted via Web-services.

Total: \$17,587.50

65. SOUTHWEST VA COMMUNITY COLLEGE (CP-C02/12-15) - TAZEWEEL Co., PD 02

MS

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Rescue Squad Assistance Fund (RSAF) grant made to the City by the Virginia Department of Health, Office of Emergency Medical Services, and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke does hereby accept the Rescue Squad Assistance Fund (RSAF) grant made to the City by the Virginia Department of Health, Office of Emergency Medical Services, in the amount of \$125,758, with a local match of \$125,758, making the total funding in the amount of \$251,516, to be used to purchase an ambulance, one (1) Stryker Power Load system, one (1) Heartstart Defibrillator and one (1) Power Load Stretcher and other safety equipment consistent with the grant, as more particularly described in the City Council Agenda Report dated January 19, 2016.

2. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City, any and all requisite documents pertaining to the City's acceptance of the grant, such documents to be approved as to form by the City Attorney.

3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Rescue Squad Assistance Fund (RSAF) Grant, amending and reordaining certain sections of the 2015-2016 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2015-2016 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Grant Fund

Appropriations		
Other Equipment	35-520-3716-9015	156,516
Revenues		
RSAF Equipment FY16 – State	35-520-3716-3716	125,758
RSAF Equipment FY16 – Local	35-520-3716-3717	30,758

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 19, 2016
Subject: City Code Section 30-111(d) Pole -Mounted Banners

Background:

City Council adopted an ordinance in 1991 that codified various requirements and procedures for the installation of flags, banners, and holiday decorations on public rights-of-way. Permitting the installation of such items by various organizations and property owners has contributed to the vibrancy of Roanoke's urban environment.

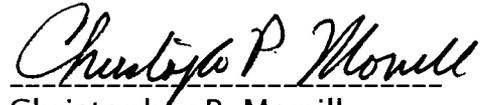
Pole-mounted banners and flags in the interior portion of the Central Business District (CBD) are presently limited to a maximum display period of 60 days. The intention of this limited duration was to ensure periodic turnover of pole-mounted banners and flags. Pole mounted banners and flags are attached to a support structure (such as a light pole) and are not suspended across a public right-of-way.

Considerations:

The Taubman Museum of Art is presently interested in applying to install pole-mounted banners in the vicinity of their museum to promote the upcoming Norman Rockwell exhibit. In 2014, there was only one application to install pole-mounted banners or flags on downtown poles (American Red Cross for the month of March). The only other use was the installation of American flags during certain national holidays. The present trend indicates a reduced usage of downtown poles for pole-mounted banners and flags and therefore less likelihood that scheduling conflicts will arise among applicants. Given the current interest in a lengthier time period for pole-mounted banners, a proposed ordinance amendment has been developed that would allow pole-mounted banners and flags to be displayed for a continuous period of up to 120 days. This change would apply to the portion of the CBD east of Second Street, S.W. but not including Second Street, S.W. and within all districts outside the CBD zoned R-12, R-7, R-5, R-3, RM-1, RM-2 and RMF. This amendment would not change the maximum 30-day length of time a banner may be displayed over public right-of-way. Such flags and pole-mounted banners shall be removed for a minimum of ninety (90) consecutive days prior to reapplication for a permit to erect the flag or pole-mounted banner again.

Recommended Action:

Adopt the attached ordinance implementing the change described above to City Code Section 30-111(d)

A handwritten signature in cursive script that reads "Christopher P. Morrill". The signature is written in black ink and is positioned above a horizontal line.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers

SSS
1/12/16

7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending Section 30-111(d), Time Limitations, of Article VI, Erection and Maintenance of Flags, Pole-Mounted Banners, Banners, and Holiday Decorations, of Chapter 30, Streets and Sidewalks, of the Code of the City of Roanoke (1979), as amended, to provide for a longer time period for pole-mounted banners and to include a reference to pole-mounted banners as set forth below; and dispensing with the second reading of this Ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. Section 30-111(d), Time Limitations, of Article VI, Erection and Maintenance of Flags, Pole-Mounted Banners, Banners, and Holiday Decorations, of Chapter 30, Streets and Sidewalks, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained, to read and provide as follows:

Sec. 30-111. Time Limitations.

* * *

(d) Within the portion of the Central Business District located east of Second Street, S.W., but not including Second Street, S.W., and within all districts outside the Central Business District and zoned R-12, R-7, R-5, R-3, RM-1, RM-2 and RMF, flags and pole-mounted banners may be displayed for a maximum time period of ~~sixty (60)~~ one hundred twenty (120) days, except when in conflict with dates permanently reserved and identified herein for the display of American flags, or for such a shorter period as may be set forth in the permit issued by the city manager. Such flags and pole-mounted banners shall be removed for a minimum of ninety (90) consecutive days prior to reapplication for a permit to erect the flag or pole-mounted banner again.

* * *

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this Ordinance by title is hereby dispensed with.

ATTEST:

City Clerk

7.6.1.



CITY OF ROANOKE
OFFICE OF THE CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

Timothy R. Spencer
Steven J. Talevi
David L. Collins
Heather P. Ferguson
Laura M. Carini
Assistant City Attorneys

Daniel J. Callaghan
City Attorney

TELEPHONE 540-853-2431
FAX 540-853-1221
EMAIL: cityatty@roanokeva.gov

January 19, 2016

The Honorable Mayor
and Members of City Council
Roanoke, Virginia

Re: Amendments to Software Maintenance Agreement with
CGI Technologies and Solutions Inc.

Dear Mayor Bowers and Members of Council:

Background:

The City entered into a Proprietary Software License Agreement (“License Agreement”) with American Management Systems, Inc. (“AMS”), by agreement dated February 3, 2004, for the purpose of licensing AMS’ Advantage financial management software (“Software”). The Software is used by the City to manage several City financial systems, including and not limited to general ledger, fixed assets, accounts payable, and procurement. The License Agreement has previously been amended three times to accommodate various upgrades and the purchase of additional components with respect to the Software, which continues to be used by the City.

By contract dated February 3, 2004, the City entered into a Proprietary Software Maintenance Agreement (“Maintenance Agreement”) with AMS for AMS to provide the City maintenance and support services with respect to the Software. The original term of the Software Maintenance Agreement was July 1, 2004, though June 30, 2005. The maintenance fee paid by the City for that term was \$171, 328.00. The initial term of the Maintenance Agreement was extended an additional one year term for the period July 1, 2005, through June 30, 2006 at the same rate. AMS was subsequently purchased by CGI Technologies and Solutions Inc. (“CGI”), which was assigned the License Agreement and Maintenance Agreement, and CGI continues to license the Software and provide maintenance of the Software to the City.

The Software Maintenance Agreement has been amended five times by the parties pursuant to the following amendments:

1. Amendment No. 1, dated July 1, 2006, which amended the Maintenance Agreement to extend the agreement and set the maintenance fee at the same amount of \$171, 328 for the period of July 1, 2006, through June 30, 2007, and increase the maintenance fee to the amount of \$183,321 for the period of July 1, 2007, through June 30, 2008. Maintenance fees for subsequent periods would thereafter be governed by the terms of the Maintenance Agreement.
2. Amendment No. 2, dated July 1, which modified the maintenance fees to be paid by the City for the period July 1, 2009, through June 30, 2010 only, for a total cost to the City in the amount of \$183, 095.64, Amendment No. 2 provided that maintenance fees for subsequent periods would be governed by the provisions of the Maintenance

Agreement, which allowed City to purchase maintenance services at CGI's then current prices not to exceed 7% over the previous year's services.

3. Amendment No. 3, dated May 22, 2012, which modified the services to be provided and increased the annual maintenance fees to the City for a total cost to the City for the terms and in amounts shown as follows: (a) July 1, 2012, through June 30, 2013, in the amount of \$227, 371.72 (b) July 1, 2013, through June 30, 2014, in the amount of \$238, 740.31 (c) July 1, 2014 through June 30, 2015 , in the amount of \$250,677.32 (d) July 1, 2015, through June 30, 2016, in the amount of \$263, 211.19, and (e) July 1, 2016, through June 20, 2017, in the amount of \$276, 371.75.
4. Amendment No. 4, dated October 3, 2014, which modified the agreement to add additional services and upgrades to the Software, and extended the term of the Maintenance Agreement and established annual maintenance fees to the City, in the terms and amounts shown as follows (a) July 1, 2012, through June 30, 2013, in the amount of \$227, 371.72 (b) July 1, 2013, through June 30, 2014, in the amount of \$238, 740.31 (c) July 1, 2014 through June 30, 2015, in the amount of \$250,677.32 (d) July 1, 2015, through June 30, 2016, in the amount of \$265, 50.87, and (e) July 1, 2016, through June 20, 2017, in the amount of \$279,927.31.
5. Amendment 5, dated October 27, 2015, which modified the Maintenance Agreement to add additional services and for a total cost to the City in the amount of \$268, 564.00 for the period of July 1, 2015, through June 30, 2016, and a total cost to the City in the amount of \$281,802.73 for the period of July 1, 2016, though June 30, 2017,

The City now desires to enter into Amendment No. 6 to the Maintenance Agreement with CGI to further modify the Agreement to provide maintenance and support services for additional Software products, and to extend maintenance support through June 30, 2022.

Considerations:

Section 42 of the City Charter, Alterations or modifications of contracts, provides that alterations or modifications to contracts must be authorized by city council, unless such alterations or modifications do not exceed twenty-five percent of the amount of the contract or \$50,000, whichever amount is greater.

In reviewing the proposed Amendment No. 6, we discovered that the increase to the maintenance fee in the Maintenance Agreement set forth in Amendment Nos. 3, 4, and 5 increased the Contract amount more than 25% over the original contract amount, and Amendment Nos. 3, 4, and 5, should have been presented to City Council for authorization. For the same reason, Amendment No. 6 requires Council authorization.

Recommended Action:

Ratify, confirm, and authorize the City Manager's issuance and execution of Amendment Nos. 3, 4, and 5, approved as to form by the City Attorney, to the Maintenance Agreement with CGI Technologies and Solutions Inc. Copies of Amendment Nos. 3, 4, and 5 are attached to this letter as Exhibit A.

Authorize the City Manager to issue and execute Amendment No. 6, approved as to form by the City Attorney, to the City's Contract with CGI Technologies and Solutions Inc., for the services and in the amounts shown on the proposed Amendment No. 6, a copy of which is attached to this letter as Exhibit B.

Authorize the City Manager to take such action and execute such additional documents, approved as to form by the City Attorney, as may be necessary to provide for the implementation, administration, and enforcement of such Amendments to the above mentioned Maintenance Agreement.

Please let me know if you have any questions.

Sincerely,



Daniel J. Callaghan
City Attorney

DJC/lsc
Enclosures

- c: Christopher P. Morrill, City Manager
- R. Brian Townsend, Assistant City Manager for Community Development
- Sherman Stovall, Assistant City Manager for Operations
- Barbara Dameron, Director of Finance
- Andrea F. Trent, Assistant Director of Finance
- Roy Mentkow, Director of Technology
- Troy A. Harmon, Municipal Auditor
- Stephanie M. Moon Reynolds, City Clerk
- Simone Knowles, Purchasing Manager

Exhibit A

AMENDMENT NO. 3

This is Amendment No. 3 to the Proprietary Software Maintenance Agreement - Contract No. 5WKHSY dated February 3, 2004, between the City of Roanoke, Virginia (Customer), and CGI Technologies and Solutions Inc. (CGI), formerly CGI-AMS Inc., a Delaware Corporation. The effective date of this Amendment is May 22, 2012 (Effective Date).

WHEREAS, the Customer and CGI have entered into the Agreement effective February 3, 2004; and

WHEREAS, the Customer and CGI have entered into Amendment No. 1, effective July 1, 2006; and

WHEREAS, the Customer and CGI have entered into Amendment No. 2, effective July 1, 2009; and

WHEREAS, the Customer and CGI have agreed to modify certain provisions of the Agreement as of the Effective Date:

This Amendment amends the above Contract as follows:

1. **Exhibit A – Section 1, Maintenance Period: is hereby deleted and replaced with:** The Maintenance period is the period beginning July 1, 2012 and ending June 30, 2017.
2. **Exhibit A – Section 2, Maintenance Fee: is hereby deleted and replaced with:**

The annual maintenance fees shall be as follows:

Maintenance Period	Annual Maintenance Fees
July 1, 2012 – June 30, 2013	\$227,371.72
July 1, 2013 – June 30, 2014	\$238,740.31
July 1, 2014 – June 30, 2015	\$250,677.32
July 1, 2015 – June 30, 2016	\$263,211.19
July 1, 2016 – June 30, 2017	\$276,371.75

Thereafter, Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

3. **Exhibit A – Section 3, Software: is hereby deleted and replaced with:**

AMS Advantage Financial Management System including the following modules:

- Financial Management base System
- Asset Management

AMS Advantage Procurement System including the following modules:

- Professional
- Vendor Self Service
- infoAdvantage

Third Party Software

- Adobe Present Central Pro - 1 user license
- Adobe Central Pro - 1 user license
- Adobe Output Designer - 1 user license
- Business Object Ent. Professional for QRA – 50 named user licenses

Business Object Ent. WebIntelligence – 50 named user licenses
1099 Convey - 1 user license
IBM WebSphere – 200 IBM App Svr Network Deployment Processor Value Units
Monsell EDM DeltaXML - 1 site license
Pervasive Data Integrator Developer - 1 user license
Pervasive Data Integrator Pro Engine Window - 1 user license
Pervasive Data Integrator Pro Engine - 1 CPU license
Versata Logic Server License - 1 site license
Versata Logic Studio License – 1 user license

Except as amended and/or modified above, all the terms and provisions of the above Agreement, and any prior amendments thereto, shall continue in full force and effect. All defined terms used herein shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties agree to the above Amendment and hereby sign such Amendment by their authorized representatives.

CITY OF ROANOKE:

By: [Signature] 7-25-12
City Manager/Date

Cecilia J. McCoy 7/25/12
Attest/Witness//Date

Appropriation and Availability of Funds
Required for this Contract Amendment
Certified

[Signature] 6-22-12
Director of Finance/Date
(13-430-1601-2010)

A. [Signature]
City Attorney (Approved as to Form)/Date

CGI TECHNOLOGIES AND SOLUTIONS, INC :

By: [Signature] 7/9/2012
President/Vice President/Date

DANICA A. KEGNE VICE PRESIDENT
Typed or Printed Name and Title

[Signature] 7/9/2012
Attest/Witness/Date

[Signature]
City Attorney (Approved as to Execution)/Date

AMENDMENT NO. 4

This is Amendment No. 4 to the Contract No. 5WKHSY dated February 3, 2004, between the City of Roanoke, Virginia, a Virginia municipal corporation (Customer), and CGI Technologies and Solutions Inc., a Delaware Corporation, successor in interest to American Management Systems, Incorporated, (CGI). The effective date of this Amendment is October 3, 2014 (Effective Date).

RECITALS:

WHEREAS, the Customer and American Management Systems, Incorporated entered into a Proprietary Software Maintenance Agreement ("Agreement") dated February 3, 2004; and

WHEREAS, American Management Systems, Incorporated, was subsequently purchased by CGI, which was assigned the Agreement, and continued to provide the software maintenance services to the City under the terms of the Agreement; and

WHEREAS, the Customer and CGI have entered into Amendment No. 1, effective July 1, 2006; and WHEREAS, the Customer and CGI have entered into Amendment No. 2, effective July 1, 2009; and WHEREAS, the Customer and CGI have entered into Amendment No. 3, effective May 22, 2012; and

WHEREAS, the Customer and CGI have agreed to modify certain provisions of the Agreement as of the Effective Date to include the upgrade to certain Third Party Software and desire to enter into this Amendment No. 4 upon, upon the terms and conditions stated below:

NOW, THEREFORE, in consideration of the terms and conditions stated herein, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the parties agree that the Agreement, and the subsequent Amendments, to the Agreement, as hereby amended as follows:

1. The first year maintenance for the upgraded Third Party Software is \$3,225.00 and is due upon execution of this Amendment.

2. **Exhibit A - Section 2, Maintenance Fee: is hereby deleted and replaced with:**

The annual maintenance fees shall be as follows:

Maintenance Period	Annual Maintenance
July 1, 2012 - June 30, 2013	\$227,371.72
July 1, 2013 - June 30, 2014	\$238,740.31
July 1, 2014 - June 30, 2015	\$250,677.32
July 1, 2015 - June 30, 2016	\$265,750.87
July 1, 2016 - June 30, 2017	\$279,927.31

Thereafter, Customer may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

3. **Exhibit A - Section 3, Software: is updated to reflect the upgrade of Pervasive Data Integrator Pro Engine to 2 Core and Pervasive Data Integrator Pro Design Studio to 2 Core. The section is hereby deleted and replaced with the following:**

AMS Advantage Financial Management System including the following modules:

- Financial Management base System
- Asset Management

AMS Advantage Procurement System including the following modules:

- Professional
- Vendor Self Service infoAdvantage

Third Party Software

- Adobe Present Central Pro - 1 user license
- Adobe Central Pro - 1 user license
- Adobe Output Designer - 1 user license
- Business Object Ent. Professional for ORA - 50 named user licenses
- Business Object Ent. WebIntelligence - 50 named user licenses
- 1099 Convey - 1 user license
- IBM WebSphere - 200 IBM App Svr Network Deployment Processor Value Units
- Mansell EDM DeltaXML - 1 site license
- Pervasive Data Integrator Developer - 1 user license
- Pervasive Data Integrator Pro Engine Window - 1 user license
- Pervasive Data Integrator Pro Engine – 2 Core
- Versata Logic Server License - 1 site license
- Versata Logic Studio License - 1 user license

Except as amended and/or modified above, all the terms and provisions of the above Agreement, and any prior amendments thereto, shall continue in full force and effect. All defined terms used herein shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

CGI TECHNOLOGIES AND SOLUTIONS INC.

WITNESS:

[Signature]

Ronita Walker - Project Administrator
Printed Name and Title

By *[Signature]*

DANIEL A. KEENE, SVP
Printed Name and Title

CITY OF ROANOKE, VIRGINIA

WITNESS:

[Signature]

Cecelia F. McCoy
Administrative Assistant IV
Printed Name and Title

By *[Signature]*
Christopher P. Morrill, City Manager

Approved as to form:

[Signature]
David Collins, Assistant City Attorney

Appropriation and Funds Required
for this Contract Certified:

[Signature] 10-14-14
For Director of Finance

Approved as to Execution:

[Signature]
David Collins, Assistant City Attorney

Account # 01-250-1231-2555

CT # _____



**Amendment No. 5
to
Proprietary Software Maintenance Agreement
between
CGI Technologies and Solutions Inc.
and
the City of Roanoke, Virginia**

This Amendment No. 5 ("Amendment") to the Proprietary Software Maintenance Agreement dated February 3, 2004, as amended ("Agreement") is made as of October 27, 2015 ("Effective Date") by and between CGI Technologies and Solutions Inc. ("CGI") and the City of Roanoke, Virginia ("Customer").

WHEREAS, Customer and CGI entered into Agreement, to provide support and maintenance services for CGI Advantage Software and related third party software products;

WHEREAS, Customer and CGI have previously entered into Amendment No. 1, effective July 1, 2006;

WHEREAS, Customer and CGI have previously entered into Amendment No. 2, effective July 1, 2009;

WHEREAS, Customer and CGI have previously entered into Amendment No. 3, effective May 22, 2012;

WHEREAS, Customer and CGI have previously entered into Amendment No. 4, effective October 3, 2014;

WHEREAS, Customer and CGI have agreed to further modify the Agreement to provide maintenance and support services for Customer's purchase of additional Third Party Software Products.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict of inconsistency between the provision set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Exhibit A

Exhibit A of the Agreement is replaced in its entirety with the Attached Exhibit A to account for the following changes:

- a. Fees and Payment Terms for Third Party Software Products Maintenance Services**
Section 2 (Maintenance Fees) of Exhibit A to the Agreement is modified by adding \$2,813.13 for the Maintenance Period July 1, 2015 – June 30, 2016 and \$1,875.42 for the Maintenance Period of July 1, 2016 – June 30, 2017 for the maintenance services for the addition of the aforementioned Third Party Software Products.

The fees for the July 1, 2015 – June 30, 2016 maintenance services in the amount of \$2,813.13, as specified in this Section 2 above, are due from and payable by the Customer upon execution of this Amendment and are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. All other payment terms of the Agreement apply to this Amendment.

CGI

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc. (CGI)

By: Rajiv Gidadhuli

Name: Rajiv Gidadhuli

Title: Vice President

City of Roanoke, Virginia (Customer)

By: [Signature]

Name: Christopher P. Morrill

Title: City manager

[Signature]

David Collins, Assistant City Attorney
(Approved as to Form)

Appropriation and Availability of Funds Required for this Amendment Certified

for Amanda Dorley 11/4/15
Director of Finance/Date
Account # ~~07-540-8241-2555~~
13-430-9987-9067

[Signature]

David Collins, Assistant City Attorney
(Approved as to Execution)

CGI signature witnessed by:
Michael Tekampe
Director of Consulting Services
[Signature]



EXHIBIT A

CGI Technologies and Solutions Inc.
Proprietary Software Maintenance Agreement

1. **Maintenance Period.** The Maintenance period is the period beginning on July 1, 2012 through June 30, 2017.
2. **Maintenance Fee.** The maintenance fee for each Maintenance Period is listed in the following table:

Maintenance Period	Current Maintenance Amounts	Additional Bundled Software	Total Maintenance Amounts
July 1, 2012 – June 30, 2013	\$227,371.72 (Paid)		\$227,371.72
July 1, 2013 – June 30, 2014	\$238,740.31 (Paid)		\$238,740.31
July 1, 2014 – June 30, 2015	\$250,677.32 (Paid)		\$250,677.32
July 1, 2015 – June 30, 2016	\$265,750.87 (Paid)	\$2,813.13*	\$268,564.00
July 1, 2016 – June 30, 2017	\$279,927.31	\$1,875.42	\$281,802.73

* Maintenance fee of \$2,813.13 for the maintenance services for the New Bundled Software Products added in this Amendment are payable upon execution of this Amendment.

The full year of maintenance fees for the Additional Bundled Software are reflected in the July 1, 2015 – July 30, 2016 Maintenance Period. For the Maintenance Period of July 1, 2016 – June 30, 2017 the Maintenance Fee has been prorated for 8 months.

Customer may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI and Customer negotiated rates.

3. **Software.** The maintenance services under this Agreement are provided with respect to the Software outlined in Exhibit A of the Proprietary Software License Agreement.
4. **License Agreement.** The Software was provided to Customer pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Customer made effective as of December 20, 2003.

Agreed to and initialed for identification by:



(Customer)



(CGI)



Exhibit B

Amendment No. 6
to
Proprietary Software Maintenance Agreement
between
CGI Technologies and Solutions Inc.
and
the City of Roanoke, Virginia

This Amendment No. 6 (“Amendment”) to the Proprietary Software Maintenance Agreement dated February 3, 2004, as amended (“Agreement”) is made as of January 19, 2016 (“Effective Date”) by and between CGI Technologies and Solutions Inc. (“CGI”) and the City of Roanoke, Virginia (“Customer”).

WHEREAS, Customer and American Management System, Incorporated, predecessor to CGI-AMS, Inc. and CGI, entered into Agreement, to provide support and maintenance services for CGI Advantage Software and related third party software products;

WHEREAS, Customer and CGI-AMS, Inc., predecessor to CGI have previously entered into Amendment No. 1, effective July 1, 2006;

WHEREAS, Customer and CGI have previously entered into Amendment No. 2, effective July 1, 2009;

WHEREAS, Customer and CGI have previously entered into Amendment No. 3, effective May 22, 2012;

WHEREAS, Customer and CGI have previously entered into Amendment No. 4, effective October 3, 2014;

WHEREAS, Customer and CGI have previously entered into Amendment No. 5, effective October 27, 2015;

WHEREAS, Customer and CGI have agreed to further modify the Agreement to provide maintenance and support services for Customer’s purchase of additional Third Party Software Products and to extend maintenance support through June 30, 2022.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict of inconsistency between the provision set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Exhibit A

Exhibit A of the Agreement is replaced in its entirety with the Attached Exhibit A to account for the following changes:

a. Extension of Maintenance

Section 2 (Maintenance Fees) of Exhibit A is further modified to specify applicable annual maintenance fees for the five-year period commencing on July 1, 2017, and concluding on June 30, 2022.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc. (CGI)

City of Roanoke, Virginia (Customer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

Daniel Callaghan, City Attorney

Director of Finance

Account #01-250-1231-2555 - \$214,381.21
01-440-1237-2555 - \$62,239.71
13-430-9989-9067 - \$1875.42

Approved as to Execution:

CT # _____

Daniel Callaghan, City Attorney

Ordinance No. _____



EXHIBIT A

CGI Technologies and Solutions Inc.
Proprietary Software Maintenance Agreement

1. **Maintenance Period.** The Maintenance period is the period beginning on July 1, 2012 through June 30, 2022.
2. **Maintenance Fee.** The maintenance fee for each Maintenance Period is listed in the following table:

Maintenance Period	Current Maintenance Amounts	Additional Bundled Software	Total Maintenance Amounts
July 1, 2012 – June 30, 2013	\$227,371.72 (Paid)		\$ 227,371.72
July 1, 2013 – June 30, 2014	\$238,740.31 (Paid)		\$ 238,740.31
July 1, 2014 – June 30, 2015	\$250,677.32 (Paid)		\$ 250,677.32
July 1, 2015 – June 30, 2016	\$265,750.87 (Paid)	\$2,813.13*	\$ 268,564.00
July 1, 2016 – June 30, 2017	\$276,620.92	\$1,875.42	\$ 278,496.34
July 1, 2017 – June 30, 2018			\$ 286,851.23
July 1, 2018 – June 30, 2019			\$ 295,456.77
July 1, 2019 – June 30, 2020			\$ 304,320.47
July 1, 2020 – June 30, 2021			\$ 313,450.08
July 1, 2021 – June 30, 2022			\$ 322,853.58

** Maintenance fee of \$2,813.13 for the maintenance services for the New Bundled Software Products added in this Amendment are payable upon execution of this Amendment.*

The full year of maintenance fees for the Additional Bundled Software are reflected in the July 1, 2015 – July 30, 2016 Maintenance Period. For the Maintenance Period of July 1, 2016 – June 30, 2017 the Maintenance Fee has been prorated for 8 months.

Customer may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI and Customer negotiated rates.

3. **Software.** The maintenance services under this Agreement are provided with respect to the Software outlined in Exhibit A of the Proprietary Software License Agreement.
4. **License Agreement.** The Software was provided to Customer pursuant to the terms and conditions of that certain Proprietary Software License Agreement between American Management System Incorporated, predecessor to CGI, and Customer made effective as of December 20, 2003.

Agreed to and initialed for identification by:

(Customer)

(CGI)

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 2 by their authorized representatives.

WITNESS:

[Signature]

Ronetta Walker - Project
Printed Name and Title Administrator

CGI TECHNOLOGIES AND SOLUTIONS INC.

By *[Signature]*

DANIEL A. KEENE, SVP
Printed Name and Title

WITNESS:

[Signature]

Cecelia F. McCoy
Printed Name and Title Administrative Assistant IV

CITY OF ROANOKE, VIRGINIA

By *[Signature]*
Christopher F. Morrill, City Manager

Approved as to form:

[Signature]
David Collins, Assistant City Attorney

Appropriation and Funds Required
for this Contract Certified:

for *[Signature]* 10/14/14
Director of Finance

Approved as to Execution:

[Signature]
David Collins, Assistant City Attorney

Account # 13-430-9987-9067

CT # _____

DJC

7.6.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE ratifying and authorizing the City Manager's prior issuance and execution of Amendments Nos. 3, 4, and 5, to the Proprietary Software Maintenance Agreement dated February 3, 2004, between the City and CGI Technologies and Solutions Inc. ("CGI"), successor to American Management Systems, Inc. ("Maintenance Agreement"); authorizing the City Manager's issuance and execution of Amendment No. 6 to the Maintenance Agreement with CGI, in connection with the City's licensing of CGI's Advantage financial management software ("Software").

BE IT ORDAINED by the Council of the City of Roanoke that:

1. Pursuant to Section 42 of the City Charter, City Council hereby ratifies and authorizes the City Manager's prior issuance and execution of the following amendments to the Maintenance Agreement: Amendment No. 3, dated May 22, 2012; Amendment No. 4, dated October 3, 2014; and Amendment No. 5, dated October 27, 2015; which amendments provided the City additional services and upgrades in connection with CGI's maintenance and support of the Software, as the cost of such additional services and upgrades exceeded the cost of the Maintenance Agreement by the greater 25% or \$50,000, as further set forth in the City Attorney's letter to City Council dated January 19, 2016, to which copies of such amendments are attached.

2. The City Manager is authorized to execute Amendment No. 6 to the Maintenance Agreement in a form substantially similar to the copy of Amendment No. 6 attached to the City Attorney's letter to City Council dated January 19, 2016.

3. The City Manager is further authorized to take such action and execute such additional documents, approved as to form by the City Attorney, as may be necessary for the implementation, administration, and enforcement of such amendments to the above mentioned Maintenance Agreement. All such documents in connection with the above mentioned amendments shall be in a form approved by the City Attorney.

ATTEST:

City Clerk.



**ROANOKE CITY
PUBLIC SCHOOLS**

Strong Students, Strong Schools, Strong City

January 18, 2016

The Honorable David Bowers, Mayor
and Members of Roanoke City Council
Roanoke, VA 24011

Dear Members of Council:

As a result of official School Board action on Tuesday, January 12, 2016, the Board respectfully requests that City Council approve the following revised appropriation requests:

<u>Revised Appropriations</u>	<u>Award</u>
Project Graduation Academic Year Academy 2015-2016	\$313.00
RACE to GED 2015-2016	\$18,459.00

On behalf of the School Board, thank you for your consideration.

Sincerely,

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Suzanne P. Moore

Rita D. Bishop
Kathleen Jackson
Acquenatta Harris (w/details)

School Board

Suzanne P. Moore
Chairman

Lori E. Vaught
Vice Chairman

Mark K. Cathey
William B. Hopkins, Jr.
Annette Lewis
Laura D. Rottenborn
Dick Willis

Dr. Rita D. Bishop
Superintendent

Cindy H. Poulton
Clerk of the Board



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 19, 2016
Subject: School Board Appropriation Request

Background:

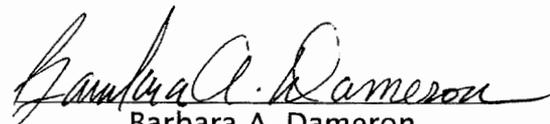
As the result of official School Board action at its January 12, 2016 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The Project Graduation Academic Year Academy 2015-2016 grant of \$313 provides funds for remedial high school instruction for seniors needing verified credits to graduate and sophomores and juniors who passed a class but failed the associated SOL exam. This is a revision to the original award allocation and will be reimbursed by state funds. The current grant period ends June 30, 2016. This is a continuing program.

The Race to GED program 2015-16 grant of \$18,459 provides funds for supplies, tuition, and instructors to increase participation in GED examinations by adults who did not complete high school. The program is reimbursed 100% by state funds, passed through the regional award for which Salem City Schools serves as fiscal agent. This is a revision to the original award allocation and the current grant period ends May 31, 2016. This is a continuing program.

Recommended Action:

We recommend that Council concur with this report of the School Board and adopt the attached budget ordinance to establish revenue estimates and to appropriate funding as outlined.


Barbara A. Dameron
Director of Finance

Distribution: Council Appointed Officers
Rita D. Bishop, Superintendent, RCPS
P. Steve Barnett, Assistant Superintendent for Operations, RCPS
Kathleen M. Jackson, Chief Financial Officer, RCPS



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth for various educational programs, amending and reordaining certain sections of the 2015-2016 School Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2015-2016 School Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Teacher Stipends - Patrick Henry	302-110-0000-0390-322K-61100-41129-3-10	\$ 122
Teacher Stipends - William Fleming	302-110-0000-0400-322K-61100-41129-3-10	123
Teacher Stipends - Forest Park Acad	302-110-0000-1304-322K-61100-41129-3-10	68
Counselor	302-160-0000-1305-355K-61100-41124-9-07	(5,000)
Social Security	302-160-0000-1305-355K-61100-42201-9-07	459
Teachers	302-160-0000-1305-355K-61100-41121-9-07	6,700
Instructional Aides	302-160-0000-1305-355K-61100-41141-9-07	2,500
Tutors	302-160-0000-1305-355K-61100-41141-9-07	1,800
Computer & laptop	302-160-0000-1305-355K-61100-48210-9-07	12,000

Revenues

State Grant Receipts	302-000-0000-0000-322K-00000-32415-0-00	\$ 313
State Grant Receipts	302-160-0000-0000-355K-00000-32298-0-00	18,459

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W.
Noel C. Taylor Municipal Building, Suite 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145

DAVID A. BOWERS
Mayor

January 19, 2016

Council Members
William D. Bestpitch
Raphael E. "Ray" Ferris
Sherman P. Lea
Anita J. Price
Court G. Rosen
David B. Trinkle

Mayor Bowers and
Members of Council

Re: Resolution regarding Catawba Hospital

Mayor Bowers and Members of Council:

The Governor's proposed Fiscal Year 2017 budget proposes the expenditure of \$1,000,000 to plan for the closure of Catawba Hospital in Fiscal Year 2018. Without careful consideration of the needs of the Roanoke Valley for accessible mental health and adult care services, the closure of Catawba Hospital could have a significant and adverse impact on our region. Localities in our region are adopting measures to express our collective concerns regarding the impact of the closure of this essential facility. Recently, the Board of Supervisors of Roanoke County adopted a resolution, and has requested that the City Council of the City of Roanoke adopt a similar resolution.

As chair of the Council's Legislative Committee, I recommend that Council consider adoption of the enclosed resolution. I have discussed this proposal with Chris Morrill, Rob Catron, our legislative liaison, and Dan Callaghan and they have expressed support for the adoption of this resolution.

Sincerely,

Court G. Rosen
Chair, Legislative Committee

CGR/DJC/lsc

- c: Christopher P. Morrill, City Manager
- R. Brian Townsend, Assistant City Manager for Community Development
- Sherman Stovall, Assistant City Manager for Operations
- Stephanie M. Moon Reynolds, City Clerk
- Troy A. Harmon, Municipal Auditor
- Robert Catron, Legislative Liaison
- Annette Lewis, Member, Roanoke School Board
- William J. Hopkins, Member, Roanoke School Board
- Daniel J. Callaghan, City Attorney

Handwritten initials/signature in the top left corner.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION urging no action be taken by the General Assembly to diminish mental health services for the most seriously and persistently mentally ill citizens of the Roanoke region of Virginia.

WHEREAS, Governor Terry McAuliffe's fiscal year 2017 budget requests \$1,000,000 for planning for the closing of Catawba Hospital in fiscal year 2018;

WHEREAS, Catawba Hospital serves the needs of the Roanoke region and much of Western Virginia for geriatric and adult patients with serious and persistent mental illness by providing fifty (50) adult beds and sixty (60) geriatric beds;

WHEREAS, according to a report by the Department of Behavioral Health and Developmental Services (Study of Piedmont Geriatric and Catawba Hospitals, November 15, 2015 - pg. 21) geriatric admissions to State hospitals increased sixty-one percent (61%) in fiscal year 2015, thereby showing a need to keep these beds;

WHEREAS, Catawba Hospital provides beds mandated by Senate Bill 260 requiring State hospitals to provide beds for individuals on Temporary Detention Orders (TDO) when private beds are not available;

WHEREAS, Catawba Hospital saw an increase in admissions of forty-one percent (41%) in fiscal year 2015 (Study of Piedmont Geriatric and Catawba Hospitals, November 15, 2015 - pg. 22) indicating a substantial need for these TDO beds in our region;

WHEREAS, Catawba Hospital currently serves the needs of the local and regional public safety agencies and jails effectively and efficiently by providing accessible emergency services for inmates and community members in crisis;

WHEREAS, the closest similar state facility is Western State Hospital in Staunton, nearly one hundred (100) miles away. The proposed substitute of Western State Hospital for Catawba services would cause substantial local government cost increases for transportation of prisoners and patients to Staunton for local and regional public safety agencies;

WHEREAS, the impact of closing Catawba Hospital would create an undue burden on patients in crisis and their families from South of the Roanoke Valley who would have to travel nearly one hundred (100) miles to Western State Hospital;

WHEREAS, in a proposed State bond issue, funding is requested to be provided to increase beds at Western State Hospital by only fifty-six (56) adult and geriatric beds, not nearly providing enough beds for Western Virginia based on the aforementioned increased need and the loss of one hundred ten (110) beds at Catawba;

WHEREAS, Catawba Hospital is a vital part of the region's continuum of care by providing in-patient services for adult and geriatric individuals with the most severe and persistent forms of mental illness;

WHEREAS, patients with the severe and persistent forms of mental illness and geriatric conditions simply cannot be served adequately in the less intensive community based services available in the region, according to Diane Kelly, Executive Director of Mental Health America of the Roanoke Valley; and

WHEREAS, Catawba Hospital employs approximately two hundred fifty (250) area residents and has a budget of approximately twenty million dollars and the closure of Catawba Hospital would cause serious negative economic impacts for the Roanoke Valley.

THEREFORE, BE IT RESOLVED, by the Council of the City of Roanoke as follows:

1. The General Assembly is urged to take no action that would move toward diminishing mental health services for the most seriously and persistently mentally ill citizens of the Roanoke region of Virginia.

2. The Clerk is directed to transmit this resolution to Governor McAuliffe and all members of the Virginia Senate Finance Committee and Virginia House of Delegates Appropriations Committee in addition to all local State Delegates and Senators.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: January 19, 2016

Subject: Application by 2123 Crystal Spring, LLC, to repeal conditions proffered as part of a rezoning at 2123 Crystal Spring Avenue, S.W., bearing Official Tax No. 1050514.

Recommendation

The Planning Commission held a public hearing on Monday, January 11, 2016. By a vote of 6 - 0 the Commission recommended approval of the rezoning request, finding that the Original Application is consistent with the City's Comprehensive Plan, *South Roanoke Neighborhood Plan*, and Zoning Ordinance as it removes conditions from the property that are now more restrictive than those for the surrounding neighborhood with the same zoning district.

Application Information

<i>Request:</i>	Amendment of Proffered Conditions
<i>Owner:</i>	2123 Crystal Spring LLC
<i>Applicant:</i>	2123 Crystal Spring LLC
<i>Authorized Agent:</i>	N/A
<i>City Staff Person:</i>	Katharine Gray, Land Use and Urban Design Planner
<i>Site Address/Location:</i>	2123 Crystal Spring Avenue SW
<i>Official Tax Nos.:</i>	1050514
<i>Site Area:</i>	Approximately 0.2761 acres
<i>Existing Zoning:</i>	CN, Commercial-Neighborhood District, with conditions
<i>Proposed Zoning:</i>	CN, Commercial-Neighborhood District
<i>Existing Land Use:</i>	Eating Establishment; Eating and Drinking Establishment, Not Abutting a Residential District
<i>Proposed Land Use:</i>	Eating Establishment; Eating and Drinking Establishment, Not Abutting a Residential District
<i>Neighborhood Plan:</i>	South Roanoke Neighborhood Plan
<i>Specified Future Land Use:</i>	Commercial Neighborhood
<i>Filing Date:</i>	Original Application: October 30, 2015

Background

The buildings at 2123 Crystal Spring Avenue, S.E., were built in 1925 and were operated most recently as restaurants. In 2000, the property was rezoned from C-1, Office District, to CN, Commercial-Neighborhood District, with conditions, to allow for the property to be used for a restaurant. In 2004, the proffered conditions were amended to allow the property to be used for more than one restaurant.

In the 2005 Comprehensive Rezoning of the City, the surrounding C-1 District Properties were rezoned to CN, Commercial-Neighborhood District.

In October 2015, the Applicant filed an application to repeal the proffered conditions from 2004.

Conditions Requested To Be Repealed by the Applicant

The following proffered conditions enacted per Ordinance No. 36819-081604 are proposed to be repealed as they pertain to Official Tax No. 1050514:

- (1) The uses of the property shall be limited to the following:
 - a. Restaurants, with no drive through window
 - b. General and professional offices, including financial institutions
 - c. Medical offices: and
 - d. Medical clinics, if a special exception is granted.
- (2) Off-street parking shall be provided using the existing parking located in the rear of the property and additional off premises facilities as arranged by the property owner or tenants as certified by the Zoning Administrator to meet the following parking requirements of:
 - a. For restaurants, one (1) space for every 200 square feet of net floor area plus one (1) space for every employee at the highest shift; and
 - b. For general and professional offices, medical offices, or medical clinics, one (1) space for every 300 square feet of net floor area.
- (3) The exterior of building A (see Exhibit B for building designations) shall not be altered except:
 - a. In compliance with minimum building code requirement for the change of use of this building

- b. To provide the necessary handicap accessible structures
- c. Cosmetic enhancements such as painting, signage, lighting, awnings, shutters, and similar cosmetic changes.

Considerations

Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	CN, Commercial-Neighborhood District	Office, General or Professional; Personal Services Establishment
South	CN, Commercial-Neighborhood District	Retail Sales Establishment, Not Otherwise Listed
East	IN, Institutional District	Place of Worship and Daycare Center, Child
West	CN, Commercial-Neighborhood District	Medical Clinic, Office, General or Professional

Compliance with the Zoning Ordinance:

The purpose of the CN District is to encourage a concentration of neighborhood-scaled retail, office, and service uses, in clearly defined, compact areas in close proximity to residential neighborhoods. The regulations of the district are intended to control the scale of nonresidential buildings in a manner that makes them compatible with and appropriate for surrounding residential areas and to encourage a development pattern that consists of ground floor commercial uses with offices and residential uses on the upper floor levels. The district is intended to promote pedestrian-oriented development, with buildings located close to the street, pedestrian-scaled signage, main entrances oriented to the street frontage sidewalk, windows or display cases along building façades which face the street, and significant building coverage of the site. Although parking areas may be provided, they are generally limited in size and are deemphasized by their location on the site.

The repeal of proffered conditions does not alter the existing physical site. The site will be subject to the dimensional standards of the CN district for any future changes.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *South Roanoke Neighborhood Plan* identify the importance of village center areas within the community. The repeal of the existing proffered conditions will allow the property to have the same development standards as the surrounding commercial neighborhood properties in this village center area.

Relevant *Vision 2001-2020* policies:

- *NH P2. Neighborhoods as villages.* Neighborhoods will function as villages, offering opportunities to live, work, shop, play, and interact in a neighborhood setting. Neighborhood-oriented commercial activity will be encouraged in well-defined village centers.

Relevant *South Roanoke Neighborhood Plan* Policies:

Economic Development Policies

The current zoning and development patterns of the village center should be maintained. The village center should be preserved and marketed as a historic amenity and vital asset to the community.

The property was previously rezoned from Office District to Commercial Neighborhood District with conditions to allow restaurant and other uses of the property not previously permitted when it would have been a more intensive use than the immediate surrounding area. The surrounding commercial properties were since rezoned to Commercial Neighborhood without conditions in the 2005 Comprehensive Rezoning. Therefore, the property currently has more restrictions to development based on the existing proffered conditions than the surrounding properties of the same zoning district designation. Removal of the existing proffered conditions would not create an adverse impact on the health, safety, or welfare of the surrounding community.

Public Comments:

None.

Planning Commission Work Session:

None.

Planning Commission Public Hearing:

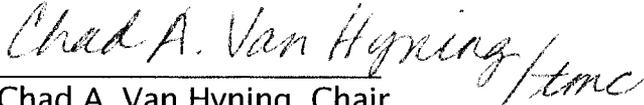
Barbara Duerk, 2607 Rosalind Avenue, S.W., stated that she was the acting coordinator for the Neighbors in South Roanoke. She requested that the meeting be held at a time when more people can attend and expressed concern over the process of notifying citizens and neighborhoods when a rezoning is before the Planning Commission. She asked that signage be more prominently posted on the property. She stated that the proffers still fit the property and requested that the matter be tabled till next month to give the neighborhood organization time to discuss it.

Ms. Penn asked staff to review the requirements for postings and notifications.

Chris Chittum, Director of Planning Building and Development, stated that the only requirements for notification in state code are the running of the legal ad at specific times in the newspaper and the notice to the adjoining property owners. He stated that there is a locally imposed condition to post a sign on the property 10 days before the public hearing. In addition, he listed additional non-required ways the department has been giving notice to the community. He stated that as soon as the rezoning request is received it is scanned and posted to the web page. Notice of the application is then sent via My Roanoke to citizens that have requested notice. Furthermore, Mr. Clement from Neighborhood Services, sends a listing of the Planning Commission agenda items to the neighborhoods in Roanoke. He stated that circulation is far greater with email and Internet access than ever before and that the Planning department has a good defensible process in place.

Mr. Smith asked if the current application had followed that process.

Staff stated that it had.


Chad A. Van Hyning, Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Ian D. Shaw, Planning Commission Agent
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney
David B. Trinkle, 2123 Crystal Spring LLC

Zoning Amendment

APPLICATION



Department of Planning, Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Phone: (540) 853-1730 Fax: (540) 853-1230

OCT 30 2015

CITY OF ROANOKE
PLANNING BUILDING &
DEVELOPMENT

Click Here to Print

Date: 5-27-15

Submittal Number: Original

Request (select all that apply):

- Rezoning, Not Otherwise Listed
- Rezoning, Conditional
- Rezoning to Planned Unit Development
- Establishment of Comprehensive Sign Overlay District
- Amendment of Proffered Conditions
- Amendment of Planned Unit Development Plan
- Amendment of Comprehensive Sign Overlay District

Property Information:

Address: 2123 Crystal Spring Ave, Roanoke, Va. 24014

Official Tax No(s): 1050514

Existing Base Zoning: CN With Conditions Without Conditions

Ordinance No(s). for Existing Conditions (If applicable):

Requested Zoning: CN With Conditions Without Conditions Proposed Land Use:

Property Owner Information:

Name: David B. Trinke / 2123 Crystal Spring LLC Phone Number: 540-314-8875

Address: 2855 Jefferson St, Roanoke, Va. 24014 E-Mail: dbtrinke@gmail.com

Property Owner's Signature: *David B. Trinke*

Applicant Information (if different from owner):

Name: Phone Number:

Address: E-Mail:

Applicant's Signature:

Address of Agent Information (if applicable):

Name: Phone Number:

Address: E-Mail:

Authorized Agent's Signature:

Zoning Amendment Application Checklist



For a rezoning, the following must be submitted:

- Completed application form and checklist.
- Written narrative explaining the reason for the request.
 - Metes and bounds description, if applicable.
- Filing fee.

For a rezoning not otherwise listed, the following must also be submitted:

- Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures.

For a conditional rezoning, the following must also be submitted:

- Written proffers. See the City's Guide to Proffered Conditions.
- Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures. Please label as 'development plan' if proffered.

For a planned unit development, the following must also be submitted:

- Development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.

For a comprehensive sign overlay district, the following must be submitted:

- Comprehensive signage plan meeting the requirements of Section 36.2-336(d)(2) of the City's Zoning Ordinance.

For an amendment of proffered conditions, the following must also be submitted:

- Amended development or concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures, if applicable.
- Written proffers to be amended. See the City's Guide to Proffered Conditions.
- Copy of previously adopted Ordinance.

For a planned unit development amendment, the following must also be submitted:

- Amended development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.
- Copy of previously adopted Ordinance.

For a comprehensive sign overlay amendment, the following must also be submitted:

- Amended comprehensive signage plan meeting the requirements of Section 36.2-336(d) of the City's Zoning Ordinance.
- Copy of previously adopted Ordinance.

For a proposed electric traffic impact study to be submitted to the City, the following must also be submitted:

- A Traffic Impact Study in compliance with Appendix B-2(e) of the City's Zoning Ordinance.

For a proposal that requires a traffic impact analysis to be submitted to VDOT, the following must also be submitted:

- Cover sheet.
- Traffic impact analysis.
- Concept plan.
- Proffered conditions, if applicable.
- Required fee.

*An electronic copy of this application and checklist can be found at www.roanokeva.gov/pbd by selecting 'Planning Commission' under 'Boards and Commissions'. A complete packet must be submitted each time an application is amended, unless otherwise specified by staff.

June 11, 2015

Katharine Gray
Architect, City Planner
Planning Building and Development
City of Roanoke
215 Church Avenue, SW
Room 166
Roanoke, Virginia 24011

Re: 2123 Crystal Spring Avenue

Dear Katharine-

As we discussed, please find enclosed the application to change this property from CN with conditions to CN without conditions. I have owned this property since 2004. I have no current or envisioned plans to change the usage of the building and there are no planned upgrades or renovation projects.

By history, in 2000 the property was rezoned to CN at a time when the surrounding area was zoned C-1. In 2004, amendments were made to conditions and proffers. In 2005, the surrounding area was rezoned to CN. This was in fitting with the neighborhood plan and in keeping with the Crystal Spring Village area. Through this application, I am simply requesting that my property be in keeping with the neighborhood plan and the CN zoning with no proffered conditions.

In 2000 the intended use of this building could have been perceived as more intensive than surrounding usage. Over time the surrounding neighborhood community has become more intensive but my property now has more restrictions than surrounding properties. In 2005, with updates in 2008, the South Roanoke Plan has desired for the area to become CN. The South Roanoke Village is now considered a model for our city and is thriving and supportive of surrounding neighborhoods. Beginning in 2000, the main house at 2123 Crystal Spring Avenue has featured several high end restaurants. Unfortunately, many have failed. Beginning in 2004, under my LLC ownership, plans were made to focus on the carriage house on this property and less upscale food. The restaurant, Fork in the Alley, just celebrated its 10th anniversary. The main house continued to feature restaurants until focusing on a bakery, Bubblecake, about five years ago. Both are doing well and are mainstays of the neighborhood and village.

We believe changing the zoning from conditional CN to clean CN is appropriate, fair and in fitting with current usage of the property. The property is managed well and fits in with other commercial nature of the village center and again is an important quality of life amenity for surrounding residents. With the proposed amendment and with removing the proffers, there will be little impact if any at all to the surrounding neighborhood. There is expected to be no change in usage of the building, parking, or appearance. Our building and businesses will continue to operate as they are now and as other restaurants and businesses do in the village. Even if there were changes in usage or appearance within conformity of CN without conditions, there is no different impact one way or another to the neighborhood. Traffic flow, pedestrian access, street parking would all remain the same.

If you have any concerns or need additional information, please do not hesitate to contact me.

David B. Trinkle, M.D.
2123 Crystal Spring LLC

May 26, 2015

Katharine Gray
Architect, City Planner
Planning Building and Development
City of Roanoke
215 Church Avenue, SW
Room 166
Roanoke, Virginia 24011

Re: Request to repeal proffered conditions at 2123 Crystal Spring Avenue

Dear Katharine-

As the owner/manager and president of 2123 Crystal Spring Avenue LLC, I hereby request that the following proffered conditions enacted per Ordinance No. 36819-081604 be repealed as they pertain to Official Tax No. 1050514:

- (1) The uses of the property shall be limited to the following:
 - a. Restaurants, with no drive through window
 - b. General and professional offices, including financial institutions
 - c. Medical offices; and
 - d. Medical clinics, if a special exception is granted.
- (2) Off-street parking shall be provided using the existing parking located in the rear of the property and additional off premises facilities as arranged by the property owner or tenants as certified by the Zoning Administrator to meet the following parking requirements of:
 - a. For restaurants, one (1) space for every 200 square feet of net floor area plus one (1) space for every employee at the highest shift; and
 - b. For general and professional offices, medical offices, or medical clinics, one (1) space for every 300 square feet of net floor area.
- (3) The exterior of building A (see Exhibit B for building designations) shall not be altered except:
 - a. In compliance with minimum building code requirement for the change of use of this building
 - b. To provide the necessary handicap accessible structures
 - c. Cosmetic enhancements such as painting, signage, lighting, awnings, shutters, and similar cosmetic changes.

If you have any questions or need additional information please do not hesitate to contact me.

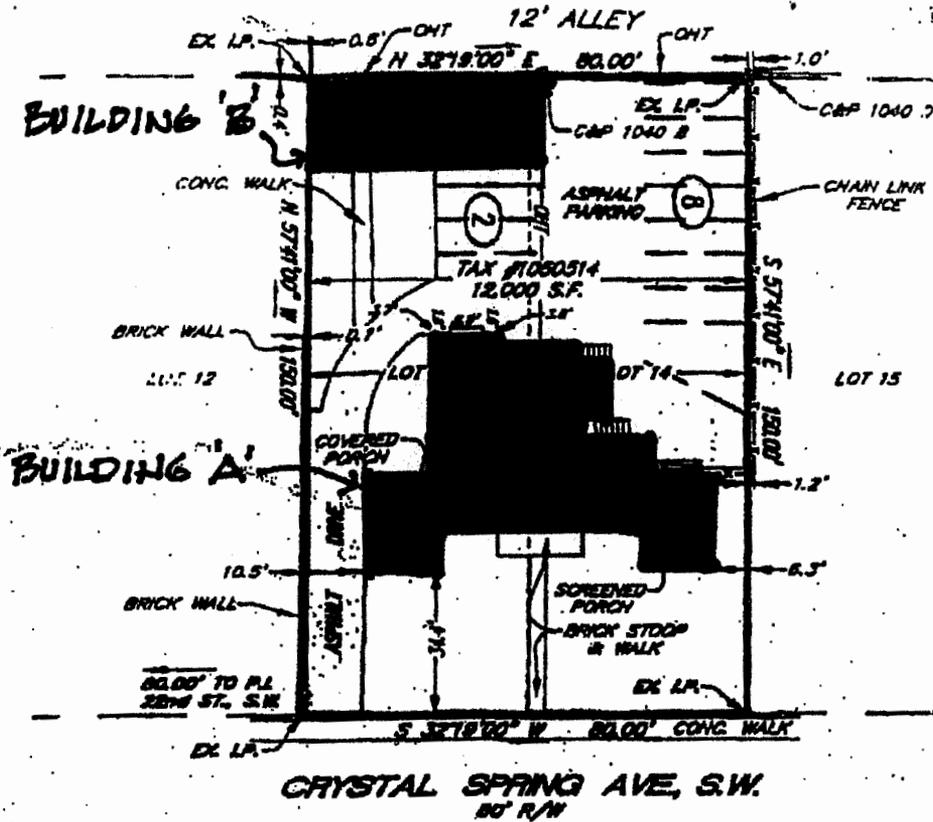
Sincerely,

David B. Trinkle, M.D.
2123 Crystal Spring LLC

EXHIBIT 'B'

CRAIGHEAD & ASSOCIATES
Architects, Designers, Construction Managers

METEDIAN OF
CRYSTAL SPRING LAND CO.
P.B. 1, PG. 102 - 103



- NOTES:**
- 1) THIS PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A 100 YEAR FLOOD BOUNDARY AS DESIGNATED BY FEMA. THIS OPINION IS BASED ON AN INSPECTION OF THE FLOOD INSURANCE RATE MAP AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS. FLOOD ZONE "X".
 - 2) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THERE MAY BE ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.
 - 3) THIS PLAT WAS PREPARED IN ACCORDANCE WITH REQUIREMENTS SET FORTH BY THE COMMONWEALTH OF VIRGINIA FOR PHYSICAL IMPROVEMENT SURVEYS.

PRELIMINARY PLAN
PREPARED FOR
WESTWIN OF ROANOKE, LLC

BEING
LOTS 13 & 14, BLOCK 49
CRYSTAL SPRING LAND CO.
P.B. 1, PG. 102 & 103

SITUATED ALONG CRYSTAL SPRING AVE., S.W.
ROANOKE, VIRGINIA

SCALE 1" = 30' DATE: 2 FEBRUARY 2000

LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

STT
7/26/04

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,
The 16th day of August, 2004.

No. 36819-081604.

AN ORDINANCE to amend §§36.1-3 and 36.1-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 105, Sectional 1976 Zone Map, City of Roanoke, in order to amend certain conditions presently binding upon certain property previously conditionally zoned CN, Neighborhood Commercial District; and dispensing with the second reading by title of this ordinance.

WHEREAS, 2123 Crystal Spring, LLC filed an application to the Council of the City of Roanoke to amend certain conditions presently binding upon a tract of land located at 2123 Crystal Spring Avenue, S.W., being designated as Official Tax No. 1050514, which property was previously conditionally rezoned by the adoption of Ordinance No. 34734-040300, adopted April 3, 2000;

WHEREAS, 2123 Crystal Spring, LLC seeks to have the proffered conditions repealed and replaced with new proffered conditions;

WHEREAS, the City Planning Commission, which after giving proper notice to all concerned as required by §36.1-693, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on August 16, 2004, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed amendment; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to the Council by the Planning Commission, the City's Comprehensive Plan, and the matters

presented at the public hearing, is of the opinion that the conditions now binding upon a tract of land located at 2123 Crystal Spring Avenue, S.W., being designated as Official Tax No. 1050514, and the matters presented at the public hearing, should be repealed as accepted by Council by the adoption of Ordinance No. 34734-040300 on April 3, 2000, and replaced as requested.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Sections 36.1-3 and 36.1-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 105 of the Sectional 1976 Zone Map, City of Roanoke, be amended to reflect the changes in proffered conditions as shown in the Petition to Amend Proffers filed in the City Clerk's Office on June 3, 2004, and as set forth in the report of the Planning Commission dated August 16, 2004, so that the subject property is zoned CN, Neighborhood Commercial District, with proffers.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:



City Clerk.

PETITION TO AMEND PROFFERED CONDITIONS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

IN RE: Amendment of proffered conditions for a tract of land lying in the City of Roanoke, Virginia, identified as 2123 Crystal Spring Avenue and further identified as Tax Map No. 1050514.

TO: THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF ROANOKE:

By Ordinance No. 34734-040300, at the request of Westwin of Roanoke, Inc, City Council rezoned the property identified as Tax Map No. 1050514 from C-1, Office District, to CN, Neighborhood Commercial District, with proffered conditions. A map of the property is attached hereto as Exhibit 1.

The Petitioner, 2123 Crystal Spring LLC, owns said land in the City of Roanoke and requests the conditions relating to said property be amended as hereinafter set out.

The petitioner believes that the subject amendment of proffers will further the intent and purposes of the City Zoning Ordinance and it's comprehensive plan in that it will allow for the property to be used as intended by the original rezoning, will comply the intent of the conditions, and the use will be complimentary with the other businesses already located in the area and on site.

The Petitioner hereby requests the following proffers enacted by Ordinance No. 34734-040300 be repealed:

- (1) The use of the property will be for a restaurant, with no provision for drive thru of delivery service. Petitioner also reserves the right to use the property for general and professional offices, including financial institutions, medical offices or medical clinics.
- (2) Parking for the restaurant will be provided using the existing parking located in the rear of the property and additional off premises facilities as arranged by the property owner or tenant as certified by the Zoning Administrator to meet parking requirements of one space for every 200 square feet of net floor area plus one space for every employee. In the event the property is used for general and professional offices, including financial institutions, medical offices or medical clinics, certification must be provided that there is one space for every three hundred square feet of net floor area.
- (3) The exterior of the existing structure will not be altered except:
 - (A) in compliance with minimum building code requirement for the change of use of this building.

(B) to provide the necessary handicap accessible structures

(C) cosmetic enhancements such as painting, signage, lighting, awnings, shutters and similar cosmetic changes.

The Petitioner hereby requests the following proffered conditions be substituted and adopted for those existing proffers delineated above:

- 5/27/04
- (1) The uses of the property shall be limited to the following:
 - a. Restaurants, with no drive through window;
 - b. General and professional offices, including financial institutions;
 - c. Medical offices; and
 - d. Medical clinics, if a special exception is granted.
 - (2) Off-street parking shall be provided using the existing parking located in the rear of the property and additional off premises facilities as arranged by the property owner or tenants as certified by the Zoning Administrator to meet the following parking requirements of:
 - a. For restaurants, one (1) space for every 200 square feet of net floor area plus one (1) space for every employee at the highest shift; and
 - b. For general and professional offices, medical offices, or medical clinics, one (1) space for every 300 square feet of net floor area.
 - (3) The exterior of building A (see Exhibit B for building designation) shall not be altered except:
 - a. in compliance with minimum building code requirements for the change of use of this building.
 - b. to provide the necessary handicap accessible structures
 - c. cosmetic enhancements such as painting, signage, lighting, awnings, shutters and similar cosmetic changes.

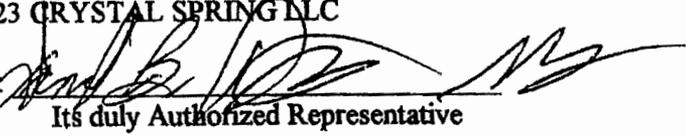
Attached hereto as Exhibit C are the names, addresses, and tax numbers of the owner or owners of all lots or property immediately adjacent to and immediately across a street or road from the subject property.

WHEREFORE, the Petitioner requests the described above conditions be approved as herein set out in accordance with the provisions of the Zoning Ordinance of the City of Roanoke.

Respectfully submitted this 3 rd day of June, 2004.

Respectfully submitted.,

2123 CRYSTAL SPRING LLC

By: 

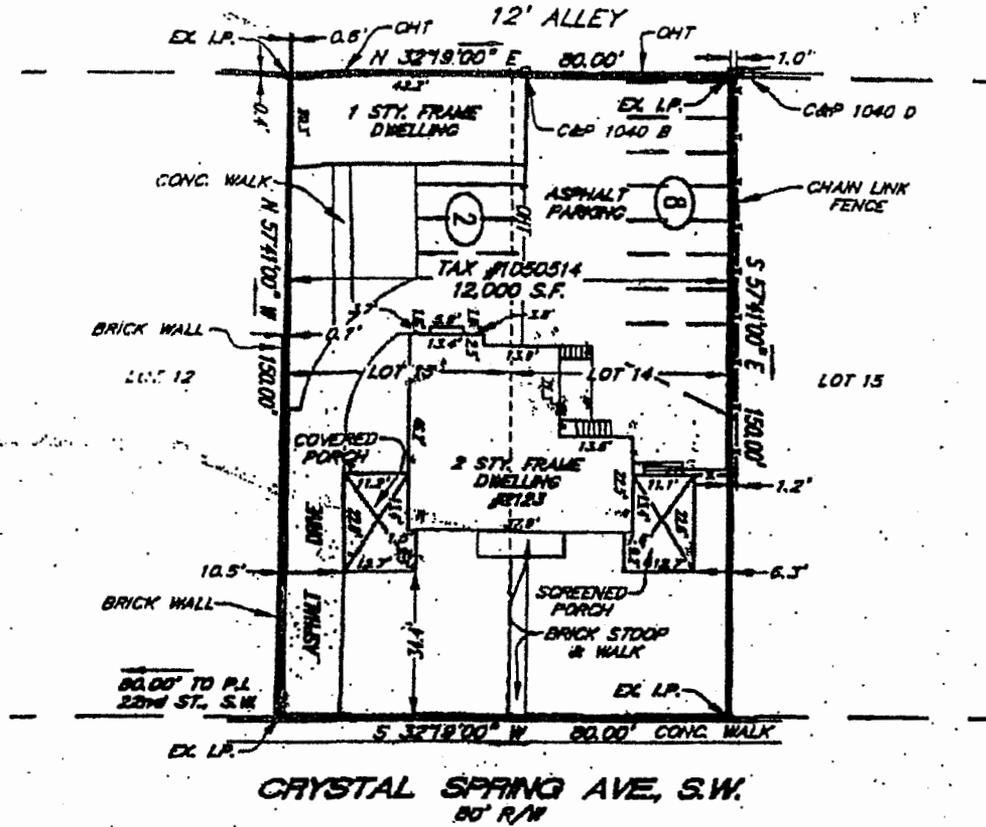
Its duly Authorized Representative

Dr. David Trinkle
213 McClanahan Street
Roanoke, VA.
540-981-8025

EXHIBIT 'A'

CRAIGHEAD & ASSOCIATES
Architects, Designers, Construction Managers

MERIDIAN OF
CRYSTAL SPRING LAND CO.
P.B. 1, PG. 102 - 103



NOTES:

- 1) THIS PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A 100 YEAR FLOOD BOUNDARY AS DESIGN, FEMA. THIS OPINION IS BASED ON AN INSPECTION OF THE FLOOD INSURANCE RATE MAP AND HAS NC VERIFIED BY ACTUAL FIELD ELEVATIONS. FLOOD ZONE "X".
- 2) THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THERE MAY BE ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.
- 3) THIS PLAN WAS PREPARED IN ACCORDANCE WITH REQUIREMENTS SET FORTH BY THE COMMONWEALTH OF VIRGINIA FOR PHYSICAL IMPROVEMENT SURVEYS.

PRELIMINARY PLAN
PREPARED FOR
WESTWIN OF ROANOKE, LLC
BEING
LOTS 13 & 14, BLOCK 49
CRYSTAL SPRING LAND CO.
P.B. 1, PG. 102 & 103
SITUATED ALONG CRYSTAL SPRING AVE., S.W.
ROANOKE, VIRGINIA

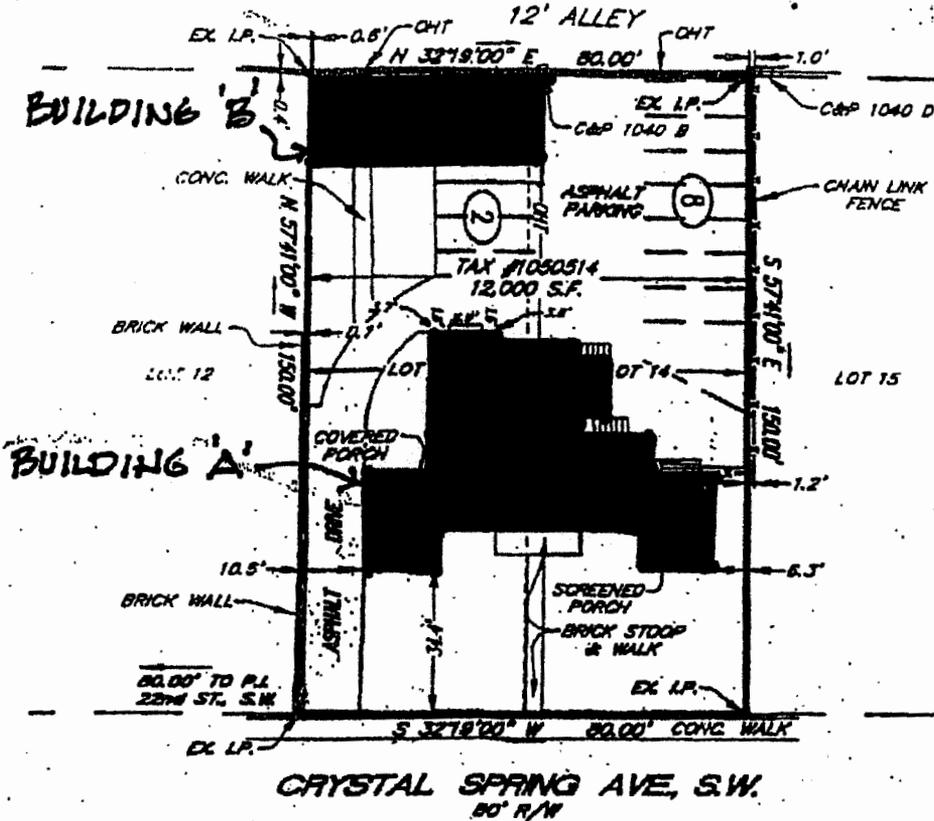
SCALE 1" = 30' DATE: 2 FEBRUARY 2000

LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

EXHIBIT 'B'

CRAIGHEAD & ASSOCIATES
Architects, Designers, Construction Managers

MERIDIAN OF
CRYSTAL SPRING LAND CO.
P.B. 1, PG. 102 - 103



NOTES:

- 1) THIS PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A 100 YEAR FLOOD BOUNDARY AS DESIGNATED BY FEMA. THIS OPINION IS BASED ON AN INSPECTION OF THE FLOOD INSURANCE RATE MAP AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS FLOOD ZONE "X".
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PRELIMINARY PLAN
PREPARED FOR
WESTWIN OF ROANOKE, LLC

BEING
LOTS 13 & 14, BLOCK 49
CRYSTAL SPRING LAND CO.
P.B. 1, PG. 102 & 103

SITUATED ALONG CRYSTAL SPRING AVE., S.W.
ROANOKE, VIRGINIA

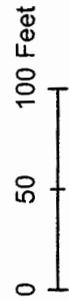
SCALE 1" = 30' DATE: 2 FEBRUARY 2000

LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

ZONING DISTRICT MAP

2123 Crystal Spring Ave. SW
 Official Tax Parcel: 1050514

	Area to be Rezoned
	Conditional Zoning
Zoning	
	RA (Residential-Agriculture)
	R-12 (Res. Single-Family)
	R-7 (Res. Single-Family)
	R-5 (Res. Single-Family)
	R-3 (Res. Single-Family)
	RM-1 (Res. Mixed Density)
	RM-2 (Res. Mixed Density)
	RMF (Res. Multi-Family)
	CN (Commercial-Neigh)
	CG (Commercial-General)
	CLS (Commercial-Large Site)
	I-1 (Light Industrial)
	I-2 (Heavy Industrial)
	D (Downtown)
	MX (Mixed Use)
	IN (Institutional)
	ROS (Rec & Open Space)
	AD (Airport Dev)
	MXPUD (Mixed Use Planned Unit Dev)
	INPUD (Institutional Planned Unit Dev)
	IPUD (Industrial Planned Unit Dev)
	UF (Urban Flex)



ST
1/3/16

A.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain property located at located at 2123 Crystal Spring Avenue, S.W., by repealing proffered conditions presently binding upon such property; and dispensing with the second reading of this ordinance by title.

WHEREAS, David B. Trinkle, M.D., on behalf of 2123 Crystal Spring, LLC, has made application to the Council of the City of Roanoke, Virginia (“City Council”), to delete certain conditions presently binding upon a tract of land located at 2123 Crystal Spring Avenue, S.W., being designated as Official Tax Map No. 1050514, which property is zoned CN, Commercial-Neighborhood District, with proffers, such proffers being accepted by the adoption of Ordinance No. 36819-081604, adopted on August 16, 2004;

WHEREAS, the City Planning Commission, after giving proper notice to all concerned as required by §36.2-540, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on January 19, 2016, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed amendment; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to this Council by the Planning Commission, the City’s

Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice, require the repeal of the proffers applicable to the subject property, and is of the opinion that the conditions now binding upon a tract of land located at 2123 Crystal Spring Avenue, S.W., being designated as Official Tax Map No. 1050514, should be repealed as requested, and that such property be zoned CN, Commercial-Neighborhood District, without conditions, as set forth in the Zoning Amendment Application dated May 27, 2015, and filed October 30, 2015.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect the proffered conditions as set forth in the Zoning Amendment Application dated May 27, 2015, and filed October 30, 2015, so that the subject property is zoned CN, Commercial-Neighborhood District, without proffers.
2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this Ordinance by title is hereby dispensed with.

ATTEST:

City Clerk



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: January 19, 2016

Subject: Application by JETR, LLC, to rezone the property and amend the conditions proffered as part of a previous rezoning at 2121 Dale Avenue, S.E., a portion of 2125 Dale Avenue, S.E., and a portion of 2137 Dale Avenue, S.E., bearing Official Tax Nos. 4311204, 4311209, and 4311206, respectively.

Recommendation

The Planning Commission held a public hearing on Monday, January 11, 2016. By a vote of 6 - 0 the Commission recommended approval of the rezoning request, finding that the Amended Application No. 1 is consistent with the City's Comprehensive Plan, *Morningside/Kenwood/Riverdale Neighborhood Plan*, and Zoning Ordinance as a parcel will be redeveloped for an active use appropriate to the surrounding area.

Application Information

<i>Request:</i>	Rezoning and Amendment of Proffered Conditions
<i>Owner:</i>	Joe Thompson, JETR, LLC
<i>Applicant:</i>	Joe Thompson, JETR, LLC
<i>Authorized Agent:</i>	Ben Crew, Balzer and Associates Inc.
<i>City Staff Person:</i>	Katharine Gray, Land Use & Urban Design Planner
<i>Site Address/Location:</i>	2121 and a portion of 2125 and 2137 Dale Ave SE
<i>Official Tax Nos.:</i>	4311204, 4311209, 4311206
<i>Site Area:</i>	0.68 acres
<i>Existing Zoning:</i>	MXPUD, Mixed Use Planned Unit Development District, with conditions
<i>Proposed Zoning:</i>	CG, Commercial-General District, with conditions
<i>Existing Land Use:</i>	Vacant
<i>Proposed Land Use:</i>	Car Wash, not abutting a residential district
<i>Neighborhood Plan:</i>	Morningside/Kenwood/Riverdale Neighborhood Plan
<i>Specified Future Land Use:</i>	Commercial Neighborhood
<i>Filing Date:</i>	Original Application: November 30, 2015 Amended Application No. 1: Dec 21, 2015

Background

In the early 1970s, the commercially zoned property at the southwestern corner of Dale Avenue and Vernon Street was developed as Parkside Plaza. In 2014/2015 a portion of the former center was redeveloped as a new grocery store.

Also in 2014, the applicant rezoned the westernmost portion of the underused shopping center property from CLS and CG to MXPUD and I-1, with conditions, to provide additional commercial space to complement the grocery store. The PUD development plan depicted a design in keeping with a neighborhood village center with neighborhood commercial type uses, buildings adjacent to Dale Ave SE, and a walkable, tree-lined streetscape.

In Fall 2015, the applicant met with planning staff to discuss the use of a small portion of the MXPUD zoned property for a car wash, which is not a use permitted in the MXPUD District. A zoning pattern using the CG district was determined to be the best way to accommodate the proposed use and site layout.

In November 2015, the Applicant filed an application to rezone the property from MXPUD, with conditions, to CG, with conditions. The applicant subsequently amended their application, addressing comments from the Planning Commission Work Session. The proffered conditions address access to Dale Avenue from the property, building materials, dumpster location, associated site development, and uses permitted to maintain continuity with the remainder of the MXPUD.

Conditions Requested To Be Repealed and Proffered by the Applicant

The applicant requests that the following proffered condition enacted by Ordinance Number 40032-081814 be repealed as it pertains to Official Tax Number 4311204 and a portion of Official Tax Number 4311209 (approximately 0.057 acres) and a portion of 43112006 (approximately 0.05 acres).

1. The property will be developed in substantial conformance with the development plan, prepared by Balzer and Associates Inc., dated May 29, 2014 and last revised July 3, 2014, and attached hereto as Exhibit A, "Development Plan", subject to those changes which may be required by the City of Roanoke during comprehensive development plan review.

The applicant requests that the following proffered conditions be adopted as they pertain to Official Tax Number 4311204 and a portion of Official Tax Number 4311209 (approximately 0.057 acres) and a portion of Official Tax Number 4311206 (approximately 0.05 acres)

1. Direct Access onto Dale Avenue for individual parcels shall not be allowed. Access shall be shared and shall be limited to the general

location indicated on the Parkside Commons Development Plan. Dated 5/29/2014 and last revised 6/23/2014.

2. The proposed building shall be subject to the following architectural requirements:
 - a) Allowable siding materials are brick, exterior insulation finishing system (EFIS), stone, split face block, ground face CMU, wood and simulated wood product. Other materials are allowed as accent and trim.
 - b) The proposed building shall be designed and constructed to appear architecturally integrated through the use of common materials and style.
3. Dumpsters shall be located behind the front building line and shall be screened with a wall that architecturally matches the building.
4. Street trees shall be provided along the shared access drive at a rate of 1 per 50 linear feet. All landscaping requirements will be as required by the City of Roanoke Zoning Ordinance.
5. Landscaping between the paved areas as shown in the Concept Plan entitled, "Parkside Express Wash – Dale Avenue," dated November 30, 2015, and amended December 18, 2015 and Dale Avenue, S.E. will meet the requirements of Table 648-1 Parking Area Landscaping Standards, Street Frontage Buffering Materials of the Roanoke City Zoning Ordinance.
6. The subject property being rezoned shall be limited to the following uses: hotel or motel, business service establishment, not otherwise listed; financial institution; laboratory, dental, medical, or optical; laboratory, testing and research; medical clinic; office, general or professional; office, general or professional, large scale; community market; drive-through facility; drive-through kiosk; live-work unit; mixed-use building; bakery, confectionary, or similar food production, retail; building supplies and materials, retail; car wash, not abutting a residential district; car wash, abutting a residential district; contractor or tradesman's shop, general or special trade; dry cleaning and laundry pick-up station; general service establishment, not otherwise listed; laundromat; personal service establishment, not otherwise listed in this table; pet grooming; retail sales establishment, not otherwise listed; amusement, commercial, indoor; club, lodge, civic, or social organization; community center; eating establishment; eating and drinking establishment, not abutting a residential district; eating and drinking establishment, abutting a residential district; entertainment establishment, abutting a residential district; entertainment establishment, not abutting a residential district; health and fitness center; meeting hall; park or playground; place of worship; recreation, outdoor; artist studio; community garden; daycare center, adult; day care center, child; educational

facilities, business school or nonindustrial trade school; educational facilities, school for the arts; library; museum; post office; accessory uses, not otherwise listed in this table.

Considerations

Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	ROS, Recreation and Open Space District	Park or Playground
South	MXPUD, Mixed Use Planned Unit Development District	Vacant
East	MXPUD, Mixed Use Planned Unit Development District and CLS, Commercial-Large Site District	Vacant and Retail Sales Establishment, Not Otherwise Listed;
West	MXPUD, Mixed Use Planned Unit Development District and I-1, Light Industrial District, with conditions	Warehouse and Vacant

Compliance with the Zoning Ordinance:

The purpose of the CG District is to permit motor vehicle dependent uses that are generally developed as single use developments on individual lots, subject to landscaping, access, and signage standards. Such development is generally characterized by individual curb cuts, access drives, and signage. It is intended that this district be applied primarily along heavily traveled arterial streets, with an emphasis on clustering such development at major intersections. While recognizing the motor vehicle traffic generated by the uses permitted in this district, it is the intent of the regulations of the district to encourage and recognize pedestrian access and public transit forms of transportation by locating parking to the side and rear of buildings and minimizing conflict through landscaping and signage standards. The uses permitted in this district generally require a high volume of traffic along the frontage of the establishment and include horizontally oriented buildings. Such permitted uses include general retail establishments, offices, service establishments, motor vehicle related sales and service, eating establishments, and entertainment uses. The CG District is also intended to accommodate travel-oriented uses such as hotels, motels, and gasoline stations.

The development is subject to dimensional and development standards of the ordinance and subject to the additional proffer regarding landscaping at the street.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Morningside/Kenwood/Riverdale Neighborhood Plan* recognize the need for the redevelopment of sites at key intersections and

village centers to serve the needs of citizens and visitors. The parcel had been part of a previous shopping center on the site and a neighborhood focused commercial use remains appropriate in this area. Relevant policies and action items in the Comprehensive Plan include:

- NH P2. Neighborhoods as villages. Neighborhoods will function as villages, offering opportunities to live, work, shop, play, and interact in a neighborhood setting. Neighborhood-oriented commercial activity will be encouraged in well-defined village centers.
- ED P6. Commercial development. Roanoke will encourage commercial development in appropriate areas (i.e., key intersections and centers) of Roanoke to serve the needs of citizens and visitors.

The continued redevelopment of the property fulfills the City vision for redevelopment of underused parcels in older commercial centers at key intersections with uses and forms that are appropriate to the surrounding neighborhood. The new building and associated site development continue to place the new commercial use in this section of the shopping center along Dale Avenue. It will conform to current development standards such as parking area, landscaping, and lighting.

The *Morningside/Kenwood/Riverdale Neighborhood Plan* recognizes village centers a key component to the neighborhood. The subject property as part of the old Parkside Plaza is part of a large village center where many larger uses are appropriate such as grocery stores, drug stores, specialty stores, and offices. Relevant policies and action items in the plan include:

Community Design:

- Village centers: Neighborhood activity will be focused into eight village centers. Development in these areas should be dense and compact in size. Uses in village centers should generally be neighborhood-oriented commercial with some uses serving the larger community.
- Building location: To encourage a pedestrian environment and desirable streetscape, buildings in village centers should be placed close to the street, immediately adjacent to the sidewalk. Auto-oriented village centers should encourage viable streetscapes and pedestrian walkways. Storefronts in small and pedestrian oriented village centers should be limited to the front of the property line to maximize the rear yards. Established building lines of existing development should be used to guide placement of infill dwellings.
- Plant street trees: Trees should be planted along arterial and collector streets. Mature trees with substantial canopies are an important part of a well-designed street. Preferably, they should be in the planting strip between the sidewalk and the street to create separation between pedestrians and motor vehicles. If the planting strips are too narrow, trees may be planted in curb extensions or another location within the public right-of-way.

Economic Development:

- Parkside Plaza, near the city limits on Dale Avenue, is a future development opportunity. It was originally developed as a small strip shopping center. *Vision 2001-2020* encourages a "grey field redevelopment" model that develops street frontage buildings for retail uses and the larger rear buildings for light industrial uses, with parking on the interior of the development. Parkside Plaza is an ideal candidate for this type of redevelopment.

Infrastructure:

- Streetscapes: Streetscapes should be well-maintained, attractive and functional for pedestrian, bicycle, and motor vehicle traffic. Traditional neighborhood streets should have urban amenities such as sidewalks and curb and gutter.

The principal consideration is whether the proposed rezoning and proffered conditions are consistent with *Vision 2001-2020* and the *Morningside/Kenwood/Riverdale Neighborhood Plan*. The commercial center at the intersection of Dale Avenue and Vernon Street has been an important part of the community's development pattern for many decades. This change to the property continues to facilitate the redevelopment of an underused commercial site that will bring new life and services to this neighborhood. The condition proffered by the applicant will ensure that this portion of the property will appear as a coherent part of the MXPUD development, particularly providing street presence as encouraged by the neighborhood plan.

Overall, staff finds that the rezoning as proposed is consistent with these plans as it enables an expansion of a currently underused property in a manner appropriate to the surrounding area.

Public Comments:

None.

Planning Commission Work Session:

The following items were discussed in the Planning Commission Work Session for compliance with City policy and ordinances and sent to the applicant as recommended changes to address.

- Concept Plan should show features of the proposed use including buildings, parking, access, proposed subdivision line, and similar features
- Landscaping (trees and shrubs) should be provided between the paved areas and Dale Avenue to mirror the landscaping that will be required on the adjacent parcels.

- A conditional list of neighborhood type uses in lieu of the full range of uses in the CG District would address the future land use village center designation for the area in the neighborhood plan.
- Provide information on the proposed traffic flow (stacking lane requirements, ingress, and egress) to address concern with vehicles backing up in the shared access drive.
- A subdivision of lots will be required to address the new configuration.

The applicant subsequently submitted Amended Application No.1 that addressed all of the comments.

Planning Commission Public Hearing:

None

Chad A. Van Hyning / tmc

Chad A. Van Hyning, Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Ian D. Shaw, Planning Commission Agent
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney
Joe Thompson, JETR, LLC
Ben Crew, Balzer and Associates Inc.



Department of Planning, Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Phone: (540) 853-1730 Fax: (540) 853-1230

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DEC 21 2015

CITY OF ROANOKE
PLANNING BUILDING & DEVELOPMENT

[Click Here to Print](#)

Date: 12-21-2015

Submittal Number: Amended Application No. 1

- Rezoning, Not Otherwise Listed
- Rezoning, Conditional
- Rezoning to Planned Unit Development
- Establishment of Comprehensive Sign Overlay District
- Amendment of Proffered Conditions
- Amendment of Planned Unit Development Plan
- Amendment of Comprehensive Sign Overlay District

Address: 2121 DALE AVENUE SOUTHEAST & PORTION OF 2125 DALE AVENUE S.E. & PORTION OF 2137 DALE AVE. S.E.

Official Tax No(s): 4311204, 4311209, 4311206

Existing Base Zoning: (If multiple zones, please manually enter all districts.)
MXPUD, Mixed Use Planned Unit Development With Conditions Without Conditions

Ordinance No(s) for Existing Conditions (If applicable): 40032-081814

Requested Zoning: CG, Commercial-General With Conditions Without Conditions
Proposed Land Use: Car Wash

Name: JETR, LLC C/o Mr. Joe Thompson Phone Number: +1 (540) 354-8653

Address: 133 KIRK AVE ROANOKE VA 24011 E-Mail: Joe@pcgva.com

Property Owner's Signature:

Name: _____ Phone Number: _____

Address: _____ E-Mail: _____

Applicant's Signature: _____

Name: Balzer and Associates Inc. c/o Mr. Ben Crew Phone Number: +1 (540) 772-9580

Address: 1208 Corporate Circle Roanoke, Va 24018 E-Mail: Bcrew@Balzer.cc

Authorized Agent's Signature:

PARKSIDE EXPRESS WASH **REZONING REQUEST NARRATIVE:**

The purpose of this request is to rezone Tax Parcel 4311204 and a portion of Tax Parcel 4311209 and a portion of Tax Parcel 4311206 from MX-PUD to CG (Commercial-General) with proffered conditions to allow for the development of a new car wash. The total acreage being rezoned to CG is 0.68 acres+/- . This area is shown on the Exhibit C concept plan within the rezoning submittal package. This rezoning request is being made for the proposed car wash use which is currently not permitted within the MX-PUD zoning district. However, no substantial changes are proposed to the Parkside Commons masterplan. The car wash use would complement and provide another active and harmonious use to blend with the other improvements proposed at the Parkside Commons development. As originally proposed, Parkside Commons will continue to offer varying services for the surrounding community.

This rezoning request is being made on behalf of JETR, LLC, (current property owner) for the construction of a single bay car wash facility on Parcel E. The proposed car wash will be automated with attendants and will include vacuum services. The car wash's architectural design, will maintain the character set forth by the MX-PUD zoning documents as previously approved for Parkside Commons. (Exhibit D) The car wash is anticipated to be staffed by two to three employees during operating business hours and will provide a high level of customer service.

In an effort to maintain the character of the development, this request includes proffered conditions for architectural and site design standards outlined with the original MX-PUD rezoning. The car wash will be one story with an architectural accent toward Dale Avenue to further solidify the character to the development.

The attached development plan (Exhibit C) shows the layout of the proposed improvements and it is in keeping with the original masterplan. The original masterplan provided for a financial institution layout with drive-thru and the proposed car wash use maintains this same theme with vehicular access.

This Project has been designed to be in conformance with the City's Comprehensive Plan. The site is designated as Village Center in the Morningside/Kenwood/Riverdale Neighborhood Future Land use Plan and the proposed development certainly fits within this designation. This Project maintains the concentration of higher density development in a designated village center as shown on the proposed site plan. The proposed development maintains the principles of orientating new commercial development in a village setting, and provides appropriate site design and pedestrian accommodations. This project further rejuvenates an underutilized site and develops it with a dynamic use to serve the community.

On behalf of JETR, LLC we are requesting approval of this application for rezoning. This project will continue the mission of Parkside Commons as a Village Center providing the surrounding community with necessary services while maintaining the character of the area and contributing to the success of the overall development.



Legal Description of Proposed Tract B5-1:

Beginning at a point 460 feet Northeast of 21st Street, S.E. along the Southerly right of way of Dale Avenue, S.E., said point also being N73°21'37"E 100 feet from the Northwest corner of Tract B2 Instrument #150004723; thence with Dale Avenue N73°21'37"E 115.25 feet to a point; thence leaving Dale Avenue S16°38'23"E 257.21 feet to a point; thence N74°58'40"W 138.67 feet to a point; thence with a curve to the right having a radius of 64.00 feet, an arc distance of 65.16 feet and a chord bearing and distance of N45°48'32"W 62.39 feet to a point; thence N16°38'24"W 66.97 feet to a point; thence N31°14'43"E 44.74 feet to a point; thence N16°38'24"W 32.97 feet to the point of beginning containing 0.679 acres (29,592 S.F.) and being located in the City of Roanoke, Virginia.

Legal Description of Proposed Tract B4-1:

Beginning at a point 575.25 feet Northeast of 21st Street, S.E. along the Southerly right of way of Dale Avenue, S.E., said point also being N73°21'37"E 215.25 feet from the Northwest corner of Tract B2 Instrument #150004723; thence with Dale Avenue N73°21'37"E 5.00 feet to a point; thence leaving Dale Avenue S16°38'23"E 260.29 feet to a point; thence S28°21'37"W 19.18 feet to a point; thence S16°38'23"E 107.61 feet to a point; thence S73°21'37"W 176.69 feet to a point; thence N16°38'23"W 285.21 feet to a point; thence N31°14'43"E 49.63 feet to a point; thence S16°38'24"E 66.97 feet to a point; thence with a curve to the left having a radius of 64.00 feet, an arc distance of 65.16 feet and a chord bearing and distance of S45°48'32"E 62.39 feet to a point; thence S74°58'40"E 138.67 feet to a point; thence N16°38'23"W 257.21 feet to the point of beginning containing 0.847 acres (36,908 S.F.) and being located in the City of Roanoke, Virginia.

PLANNERS • ARCHITECTS • ENGINEERS • SURVEYORS

ROANOKE • RICHMOND • NEW RIVER VALLEY • SHENANDOAH VALLEY • HARRISONBURG

1208 Corporate Circle • Roanoke, Virginia 24018 • (540) 772-9580 • FAX (540) 772-8050

www.balzer.cc

Legal Description of Proposed Tract B1-1:

Beginning at a point 580.25 feet Northeast of 21st Street, S.E. along the Southerly right of way of Dale Avenue, S.E., said point also being N73°21'37"E 220.25 feet from the Northwest corner of Tract B2 Instrument #150004723; thence with Dale Avenue N73°21'37"E 5.00 feet to a point; thence leaving Dale Avenue S16°38'23"E 263.38 feet to a point; thence S74°58'40"E 123.92 feet to a point; thence with a curve to the left having a radius of 24.00 feet, an arc distance of 13.26 feet and a chord bearing and distance of N89°11'28"E 13.09 feet to a point; thence N73°21'37"W 58.05 feet to a point; S16°38'23"E 300.81 feet to a point; thence S70°29'37"W 194.92 feet to a point; thence N16°38'23"W 368.69 feet to a point; thence N28°21'37"E 19.18 feet to a point; thence N16°38'23"W 260.29 feet to the point of beginning containing 1.512 acres (65,873 S.F.) and being located in the City of Roanoke, Virginia.

Legal Description of Proposed Tract B3-1:

Beginning at a point 585.25 feet Northeast of 21st Street, S.E. along the Southerly right of way of Dale Avenue, S.E., said point also being N73°21'37"E 225.25 feet from the Northwest corner of Tract B2 Instrument #150004723; thence with Dale Avenue N73°21'37"E 148.75 feet to a point; thence leaving Dale Avenue S16°38'23"E 66.90 feet to a point; thence S47°56'47"E 52.68 feet to a point; thence S16°38'23"E 220.08 feet to a point; S73°21'37"W 58.05; thence with a curve to the right having a radius of 24.00 feet, an arc distance of 13.26 feet and a chord bearing and distance of S89°11'28"W 13.09 feet to a point; thence N74°58'40"W 123.92 feet to a point; thence N16°38'23"W 263.38 feet to the point of beginning containing 1.198 acres (62,202 S.F.) and being located in the City of Roanoke, Virginia.

Legal Description of 0.057 acre parcel:

Beginning at a point 556.69 feet Northeast of 21st Street, S.E. along the Southerly right of way of Dale Avenue, S.E., said point also being N73°21'37"E 196.69 feet from the Northwest corner of Tract B2 Instrument #150004723; thence with Dale Avenue N73°21'37"E 10.00 feet to a point; thence leaving Dale Avenue S16°38'23"E 251.93 feet to a point; thence N74°58'40"W 11.75 feet to a point; thence N16°38'24"W 245.76 feet to the point of beginning containing 0.057 acres (2,488 S.F.) and being located in the City of Roanoke, Virginia.

Legal Description of 0.050 acre parcel:

Beginning at a point 566.69 feet Northeast of 21st Street, S.E. along the Southerly right of way of Dale Avenue, S.E., said point also being N73°21'37"E 206.69 feet from the Northwest corner of Tract B2 Instrument #150004723; thence with Dale Avenue N73°21'37"E 8.56 feet to a point; thence leaving Dale Avenue S16°38'23"E 257.21 feet to a point; thence N74°58'40"W 10.06 feet to a point; thence N16°38'23"W 251.93 feet to the point of beginning containing 0.050 acres (2,180 S.F.) and being located in the City of Roanoke, Virginia.

PARKSIDE EXPRESS WASH
PROFFERED CONDITION
TO BE REPEALED:

The applicant hereby requests that the following proffered condition enacted by Ordinance Number 40032-081814 be repealed as it pertains to Official Tax Number 4311204 and a portion of Official Tax Number 4311209 (approximately 0.057 acres) and 43112006 (approximately 0.05 acres).

1. The property will be developed in substantial conformance with the development plan, prepared by Balzer and Associates Inc., dated May 29, 2014 and last revised July 3, 2014, and attached hereto as Exhibit A, "Development Plan", subject to those changes which may be required by the City of Roanoke during comprehensive development plan review.

**PARKSIDE EXPRESS WASH
PROFFERED CONDITIONS
TO BE ADOPTED:**

The applicant hereby requests that the following proffered conditions be adopted as they pertain to Official Tax Number 4311204 and a portion of Official Tax Number 4311209 (approximately 0.057 acres) and a portion of Official Tax Number 4311206 (approximately 0.05 acres)

1. Direct Access onto Dale Avenue for individual parcels shall not be allowed. Access shall be shared and shall be limited to the general location indicated on the Parkside Commons Development Plan. Dated 5/29/2014 and last revised 6/23/2014.
2. The proposed building shall be subject to the following architectural requirements:
 - a) Allowable siding materials are brick, exterior insulation finishing system (EFIS), stone, split face block, ground face CMU, wood and simulated wood product. Other materials are allowed as accent and trim.
 - b) The proposed building shall be designed and constructed to appear architecturally integrated through the use of common materials and style.
3. Dumpsters shall be located behind the front building line and shall be screened with a wall that architecturally matches the building.
4. Street trees shall be provided along the shared access drive at a rate of 1 per 50 linear feet. All landscaping requirements will be as required by the City of Roanoke Zoning Ordinance.
5. Landscaping between the paved areas as shown in the Concept Plan entitled, "Parkside Express Wash – Dale Avenue," dated November 30, 2015, and amended December 18, 2015 and Dale Avenue, S.E. will meet the requirements of Table 648-1 Parking Area Landscaping Standards, Street Frontage Buffering Materials of the Roanoke City Zoning Ordinance.
6. The subject property being rezoned shall be limited to the following uses: hotel or motel, business service establishment, not otherwise listed; financial institution; laboratory, dental, medical, or optical; laboratory, testing and research; medical clinic; office, general or professional; office, general or professional, large scale; community market; drive- through facility; drive-through kiosk; live-work unit; mixed-use building; bakery, confectionary, or similar food production, retail; building supplies and materials, retail; car wash, not abutting a residential district; car wash, abutting a residential district; contractor or tradesman's shop, general or special trade; dry cleaning and laundry pick-up station; general service establishment, not otherwise listed; laundromat; personal service establishment, not otherwise listed in this table; pet grooming; retail sales establishment, not otherwise listed; amusement, commercial,

indoor; club, lodge, civic, or social organization; community center; eating establishment; eating and drinking establishment, not abutting a residential district; eating and drinking establishment, abutting a residential district; entertainment establishment, abutting a residential district; entertainment establishment, not abutting a residential district; health and fitness center; meeting hall; park or playground; place of worship; recreation, outdoor; artist studio; community garden; daycare center, adult; day care center, child; educational facilities, business school or nonindustrial trade school; educational facilities, school for the arts; library; museum; post office; accessory uses, not otherwise listed in this table.

Exhibit D

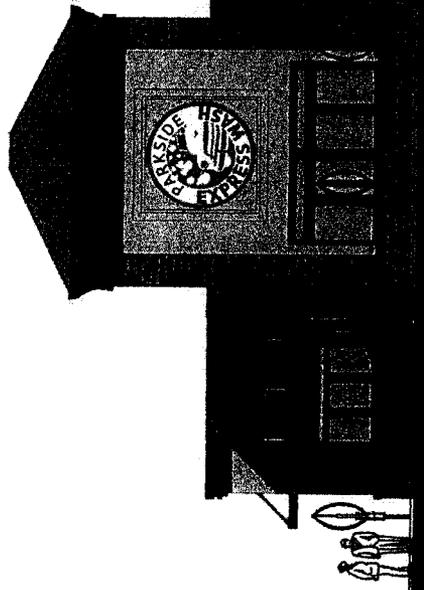
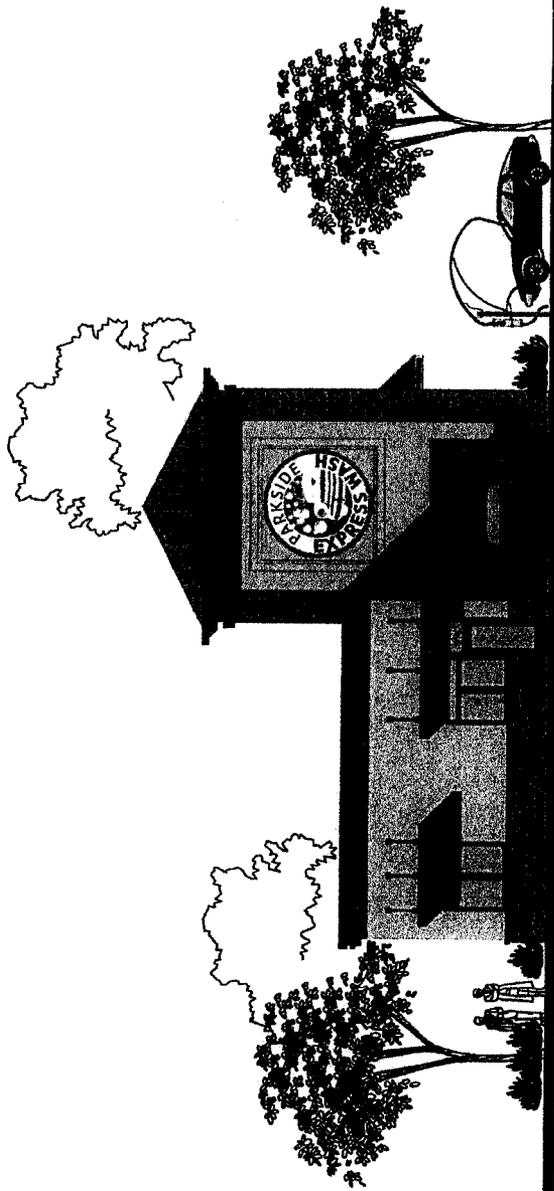
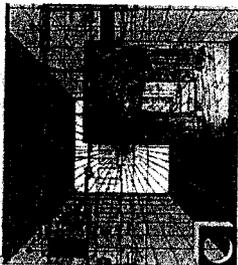
Designed By:

E. RICK W. LEE - ARCHITECT, PLLC

2000 W. 10th St., Suite 200
Tomball, TX 77375-1155

ENRICKW@YAHOO.COM
WWW.ARCHITECT-ERLEE.COM

1713 HOURGLASS PT. HOUSTON TX 77043



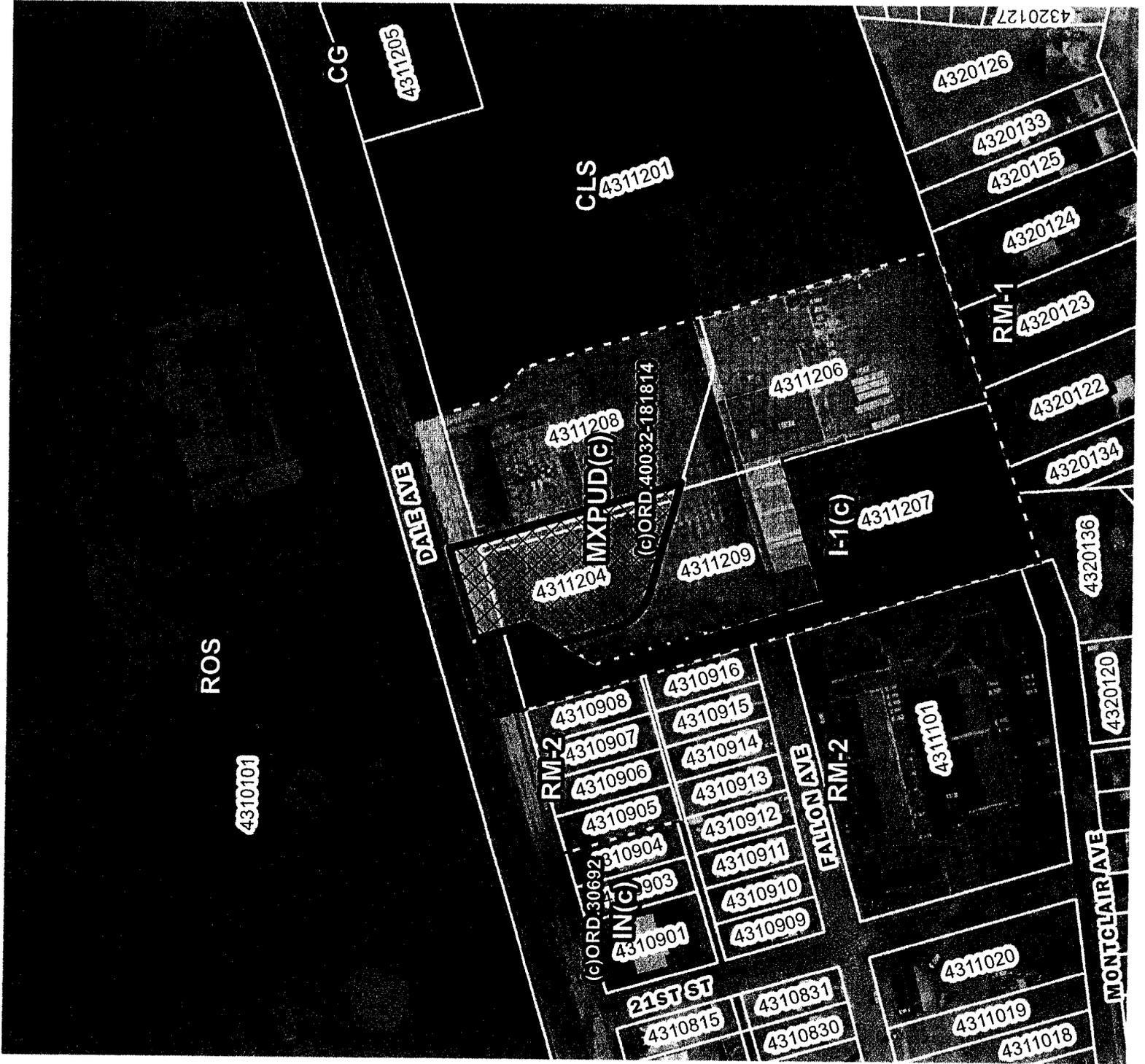
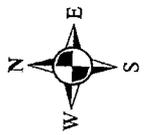
Developed By:



ZONING DISTRICT MAP

2121 Dale Ave SE and a portion of 2125 and 2137 Dale Ave SE
 Official Tax Parcel: 4311204, 4311209, and 4311206 (respectively)

-  Area to be Rezoned
-  Conditional Zoning
- Zoning**
- RA (Residential-Agriculture)
- R-12 (Res. Single-Family)
- R-7 (Res. Single-Family)
- R-5 (Res. Single-Family)
- R-3 (Res. Single-Family)
- RM-1 (Res. Mixed Density)
- RM-2 (Res. Mixed Density)
- RMF (Res. Multi-Family)
- CN (Commercial-Neigh)
- CG (Commercial-General)
- CLS (Commercial-Large Site)
- I-1 (Light Industrial)
- I-2 (Heavy Industrial)
- D (Downtown)
- MX (Mixed Use)
- IN (Institutional)
- ROS (Rec & Open Space)
- AD (Airport Dev)
- MXPUD (Mixed Use Planned Unit Dev)
- INPUD (Institutional Planned Unit Dev)
- IPUD (Industrial Planned Unit Dev)
- UF (Urban Flex)



SST
1/12/16

A.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain property located at 2121 Dale Avenue, S.E., an approximately 0.057 acre portion of 2125 Dale Avenue, S.E., and an approximately 0.05 acre portion of 2137 Dale Avenue, S.E., from MXPUD, Mixed Use Planned Unit Development District, with conditions, to CG, Commercial-General District, subject to certain conditions proffered by the applicant; and dispensing with the second reading of this ordinance by title.

WHEREAS, Joe Thompson, on behalf of JETR, LLC, has made application to the Council of the City of Roanoke, Virginia ("City Council"), to have the property located at 2121 Dale Avenue, S.E., an approximately 0.057 acre portion of 2125 Dale Avenue, S.E., and an approximately 0.05 acre portion of 2137 Dale Avenue, S.E., bearing Official Tax Map Nos. 4311204, 4311209, and 4311206, respectively, rezoned from MXPUD, Mixed Use Planned Unit Development District, to CG, Commercial-General District, subject to certain conditions;

WHEREAS, the City Planning Commission, after giving proper notice to all concerned as required by §36.2-540, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to City Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on January 19, 2016, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in

interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to City Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice, require the rezoning of the subject property, and for those reasons, is of the opinion that the hereinafter described property should be rezoned as herein provided.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect that Official Tax Map Nos. 4311204, 4311209, and 4311206 located at 2121 Dale Avenue, S.E., an approximately 0.057 acre portion of 2125 Dale Avenue, S.E., and an approximately 0.05 acre portion of 2137 Dale Avenue, S.E., respectively, be, and is hereby rezoned from MXPUD, Mixed Use Planned Unit Development District, with conditions, to CG, Commercial-General District, subject to certain conditions proffered by the applicant, as set forth in the Zoning Amendment Amended Application No. 1 dated December 21, 2015.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 19, 2016
Subject: Renewal of Lease for The Orvis Company, Inc., at 19 Campbell Avenue, S.E.

Background:

The Orvis Company, Inc., a Vermont Corporation (Orvis), currently leases approximately 3,000 square feet of retail space from the City of Roanoke (Leased Premises). The Leased Premises are located at 19 Campbell Avenue, S.E. in a portion of the building commonly known as the Center in The Square Parking Garage. Orvis has leased the Leased Premises since 1986. The current lease term expired on December 31, 2015, and Orvis remains at the Leased Premises as a month to month tenant pursuant to the terms of that lease and an agreement with regard to the use of the Leased Premises for the month of January, 2016. Orvis has expressed an interest to continue leasing the Leased Premises and enter into a five-year lease agreement with the City, with the five year term commencing February 1, 2016 and expiring January 31, 2021 (New Lease). Currently, Orvis is paying a monthly base rent of \$1,074.14, together with one and one-quarter percent (1.25%) of the gross revenue from sales generated from the Leased Premises each year. The monthly base rental payment will be increased each lease year by three percent (3%) as indicated in the chart below.

PERIOD	Base Monthly Rent	Annual Rent
February 1, 2016 - January 31, 2017	\$1,074.14	\$12,889.68
February 1, 2017 - January 31, 2018	\$1,106.36	\$13,276.32
February 1, 2018 - January 31, 2019	\$1,139.55	\$13,674.60
February 1, 2019 - January 31, 2020	\$1,173.74	\$14,084.88
February 1, 2020- January 31, 2021	\$1,208.95	\$14,507.40

In addition, the lease provides Orvis, at their option during the lease term, to improve or replace the exterior awning and to receive a rent credit for the cost of the improvements, up to maximum rent credit of \$5,500, to be taken in equal monthly increments over the twelve month period following the completion of the improvement. Thereafter, Orvis will have the sole responsibility to maintain the awning and to keep it in good repair and condition at their expense.

Recommended Action:

Conduct a public hearing on January 19, 2016, at 7:00pm on the proposed lease agreement, and after consideration of comments received by City Council at the public hearing, authorize the City Manager to execute a lease agreement with The Orvis Company, Inc. for approximately 3,000 square feet of space in the Center in the Square Parking Garage, located at 19 Campbell Avenue, S.E., for a period of five years, commencing February 1, 2016 and expiring January 31, 2021. Such lease is attached and shall be approved as to form by the City Attorney.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Asst. City Manager for Community Development
Barbara A. Dameron, Director of Finance
Wayne F. Bowers, Director, Economic Development
Cassandra L. Turner, Economic Development Specialist

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered in duplicate on this _____ day of, _____ 2016, by and between the CITY OF ROANOKE, VIRGINIA, a municipal corporation organized under the laws of the Commonwealth of Virginia, hereinafter referred to as "Lessor", and THE ORVIS COMPANY, INC., a Vermont Corporation, hereinafter referred to as "Lessee".

RECITALS:

WHEREAS, the Lessor owns certain property in Roanoke, Virginia, commonly referred to as the Market Square Parking Garage, "hereinafter referred to as the "Garage" located on Campbell Avenue in the downtown area of the City,

WHEREAS, the Lessee desires to lease approximately 3,000 square feet of retail space located in the Garage for the purpose of selling clothing and other items and products to the public; and

WHEREAS, after a public hearing held on January _____, 2016, pursuant to Section 15.2-1800 of the Code of Virginia (1950) as amended, Roanoke City Council authorized the execution of this lease agreement pursuant to Ordinance No. _____ adopted by Roanoke City Council on January _____, 2016.

NOW, THEREFORE, IN CONSIDERATION of the recitals and mutual covenants contained herein, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the parties hereto agree as follows:

1. Leased Premises. Lessor hereby leases to Lessee, and Lessee leases from Lessor, subject to and upon the terms and conditions hereinafter set forth, those

certain premises in the Garage consisting of approximately 3,000 square feet of retail space and the separate storage space described as follows:

Hereinafter referred to as "Leased Premises" and identified as such on the drawing labeled Center in the Square 1 which is attached to and made a part of this Lease Agreement as Exhibit "A".

The Lessor agrees to hold in reserve three (3) parking spaces during the term of this Lease in the Garage, the cost of which is to be paid by the Lessee at the annual market rate. Such parking permits, however, are not a part of this Lease.

2. Lessor's Warranties. Lessor represents and warrants that:

A. Lessor is the sole owner in fee simple of the Leased Premises and has full right and power to grant the estate demised and to execute and perform this Lease;

B. The Leased Premises is now and will remain free and clear of all encumbrances created by Lessor which could adversely affect Lessee's leasehold estate;

C. As of the date of execution of this Lease Agreement, the intended use of the Leased Premises for the purposes stated herein is permitted by all applicable zoning laws and regulations; and,

D. As of the date of execution of the Lease Agreement, to the best of Lessor's knowledge, the Leased Premises complies with all applicable ordinances, regulations and zoning and other laws, and the use of the Leased Premises for the retail sale of merchandise is a permitted use.

3. Term of Lease. Lessee shall have and hold the Leased Premises for a term of five (5) years commencing at 12:01 a.m., February 1, 2016, and ending January 31, 2021.

4. Rent. For the first year of the initial five -year term of this Lease, Lessee shall pay to the Lessor, as rent, for the use of the Leased Premises the sum of \$1074.14 per month (\$12,889.68 for the first year of the term of the lease), payable monthly in advance, and due no later than the 5th of each month. The parties agree that rent shall further consist of one and one-quarter percent (1.25%) of the gross revenue from sales made from the Leased Premises during the prior calendar year, which sum shall be payable within sixty (60) days of the end of each calendar year. The monthly rental payment will be adjusted each subsequent year (every twelve (12) months) during the term of the lease by an increase of three percent (3%) of the amount of the monthly rental for the previous year.

Rent payments must be submitted to the Roanoke City Treasurer's Office, located in Room 254, Noel C. Taylor Municipal Building, 215 Church Avenue, Roanoke, VA 24011, or to P.O. Box 1451, Roanoke, VA 24011. Payments by check shall be made payable to Roanoke City Treasurer.

There shall be excluded from gross revenue any sales tax or other similar tax, uncollected funds, credit card fees and charges, credits or similar items due to merchandise returns or exchanges, sales of trade fixtures, gift certificate sales (until redeemed), layaway sales (until completed), charges for alterations, gift wrapping or other service done on a non-profit basis, insurance recoveries, sales to employees, and any catalog sales.

Lessor shall have the reasonable right to inspect Lessee's financial records to the extent necessary to verify the amount of Lessee's yearly gross receipts from sales on the Leased Premises.

5. Use of Premises. Lessee hereby agrees that the Leased Premises will be used for the retail sale of clothing and other items and products and for operations in conjunction with its catalogue sales operation, and that the Leased Premises shall not be put to any other use without the prior written consent of Lessor.

6. Maintenance. Lessor, at its sole cost and expense, will service and maintain, repair, or replace the structural foundation of the walls, (excluding the awnings), utility and service lines, and roof of the Leased Premises, and shall repair or replace any HVAC equipment which requires replacement. Lessor shall have no further obligation with respect to maintenance of the Property.

Lessee, at its sole cost and expense, will service and maintain the Leased Premises in good repair, condition and appearance during the term of this Lease, ordinary wear and tear excepted, and Lessee will make all non-structural changes of every kind or nature which may be required to be made for any reason in connection with Lessee's use of the Leased Premises, and in order to keep the Lease Premises in good repair and condition, including maintenance of the Leased Premises that is cosmetic in nature (e.g. painting, janitorial, flooring, etc.)

Lessee shall keep in good running order electric wiring, toilets, water pipes, water, gas and electric fixtures; replace all locks, trimmings, glass and plate glass broken during the tenancy, and unstop all water fixtures that may become choked. If there be any elevators, escalators, lifts, machinery or appliances (herein called "equipment") on the Leased Premises, Lessee shall care for, maintain, and repair same, and shall indemnify and save harmless Lessor from any liability or claims for damages for injuries to persons and property arising therefrom, except to the extent due to

Lessor's sole negligence. Lessee shall not make any alterations of, additions to or changes in the Leased Premises or equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld, with the exception of replacement of the awnings, discussed below. Lessee further covenants and agrees that all signage and the general appearance of the Leased Premises shall be subject to the prior approval of the Lessor, which approval shall not be unreasonably withheld. Lessee shall remove any signage or other materials which negatively affect the general appearance of the Leased Premises, in the sole and exclusive discretion of Lessor. All permanent alterations, changes, and improvements, by whomsoever made, shall be the property of Lessor. Nothing contained in this paragraph shall be construed as requiring Lessor to make any repairs, except repairs of a structural nature, and as specified earlier in this paragraph.

7. Replacement and Maintenance of Awnings. The parties agree that Lessee may replace and thereafter maintain and replace the existing awnings that are attached to the Leased Premises, at Lessee's sole expense. The parties agree that any such awnings attached to the Leased Premises shall be considered a fixture to the property, and property owned by the Lessor in accordance with Virginia law. Lessee shall have the sole responsibility to maintain and keep the awnings in good repair and condition at Lessee's expense. The Lessee agrees that it shall obtain Lessor's consent in writing as to the design and wording of the awnings before such awnings are attached to the Leased Premises, which consent shall not unreasonably be withheld. The Lessor agrees that the Lessee shall receive a rent credit for the actual cost of the awning upgrades, such rent credit not to exceed the amount of five thousand five hundred and

no/dollars (\$5,500), to be applied in even installments to the rent that will be due Lessor by Lessee each month over the next twelve (12) months of the term of this Lease from the date of the installment of such awnings. Lessee shall provide Lessor upon demand such documentation (e.g. receipts, invoices, etc.) that shows the costs of such awnings.

8. Inspection. Lessee shall permit Lessor or its authorized agents to enter the Leased Premises for the purpose of inspection of any reasonable time or times and upon reasonable notice during the term of this Lease provided, however, that such inspections shall not unreasonably interfere with Lessee's use and occupancy of the Leased Premises.

9. Utilities. Lessee shall promptly pay all fuel, water, gas, sewage, electricity, lighting, and other bills as the same may become due, it being understood and agreed that the Lessee shall promptly make all required deposits for meters and utilities services. The Lessor agrees to install separate meters for all utilities which are Lessee's responsibility.

10. Insurance and Indemnification. Lessee agrees to pay and to protect, indemnify and save harmless Lessor from any and all liabilities, damages, costs, expenses, including, without limitation, reasonable attorneys' fees, causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from injury to or death of persons or damages to property resulting from Lessee's use of the Leased Premises caused by any act or omission of Lessee.

Lessee shall, at its cost and expense, obtain and maintain during the term of this Lease the insurance and bonds required by this Agreement. Any required insurance and bonds shall be effective prior to the commencement of this Agreement.

(a) Commercial General Liability. Lessee shall maintain during the life of the Agreement Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limits of liability for this coverage shall be \$ 1,000,000 combined single limit for any one occurrence and \$1,000,000 aggregate.

(b) Contractual Liability. Lessee shall maintain during the life of the Agreement broad form Contractual Liability insurance including the indemnification obligation set forth in this Agreement if it is not included in the Commercial General Liability insurance coverage in (b) above.

(c) Workers' Compensation. Lessee shall maintain during the life of the Agreement Workers' Compensation insurance covering Lessee's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement. Minimum limits of liability for Employer's Liability shall be \$ 100,000 bodily injury each occurrence; \$500,000 bodily injury by disease (Policy limit); and \$100,000 bodily injury by disease (each employee). With respect to the Workers' Compensation and Employer's Liability coverage, the Lessee's insurance company shall waive rights of subrogation against the Lessor, its officers, agents, employees and volunteers.

(d) Umbrella Coverage. The insurance coverages and amounts set forth in subsections (b), (c), and (d) of this Section may be met by an umbrella liability Policy following the form of the underlying primary coverage in a minimum amount of \$

1,000,000. Should an umbrella liability insurance coverage Policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific Policy numbers indicated for the insurance providing the coverages required by subsections (b), (c), and (d), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by Lessee to the Lessor.

(f) Fire and Extended Coverage for Structures. Lessee shall obtain and maintain fire and extended coverage insurance insuring the improvements on the Leased Premises, Lessee's personal property, equipment, and trade fixture, for direct and indirect loss or damage by fire and any other casualty covered under a broad perils, "all risks" typical fire and extended coverage property insurance policy. in an amount equal to the current fair value of the improvements. This coverage shall include the cost of demolition and removal of the improvements, or any portions thereof, damaged by fire or other casualty. The proceeds of the fire and extended coverage insurance shall be payable to Lessor. Lessor shall have the sole right to use the proceeds to repair the improvements and continue this Agreement or retain the proceeds of insurance and terminate this Agreement.

(g) Evidence of Insurance. All insurance shall meet the following requirements:

- (1) The Lessee shall furnish the Lessor a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. The Lessor shall be notified of any deductible greater than 10% of the policy limit and such deductible shall be subject to approval of the Lessor, which shall not be unreasonably withheld. However, this

deductible requirement shall not apply to pre-funded/fully-funded deductible programs upon proper documentation acceptable to the Lessor's Risk Manager.

- (2) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to the City of Roanoke."
- (3) Except for Workers' Compensation coverage and Employer's Liability coverage, the required certificate or certificates of insurance shall name the Lessor, its officers, agents, employees, and volunteers as additional insureds in connection with this Agreement. The Fire and extended coverage insurance shall insure the Lessor and the Lessee in the Building, as their interests may appear.
- (4) Insurance coverage shall be in a form and with an insurance company approved by the Lessor which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

11. Destruction of Premises. Lessee shall be responsible for insuring all personal property, equipment, and trade fixtures, and Lessee shall hold Lessor harmless for said items, if destroyed or damaged by fire or otherwise, unless caused by Lessor's negligence.

Lessor shall be responsible for and shall maintain fire and extended coverage insurance on the Garage and the structural portions of the Leased Premises paid for by the City at replacement cost in reputable insurance companies.

If the Leased Premises are damaged or destroyed in whole or in part by fire or other casualty and the same can be repaired or restored within one hundred twenty (120) days from the date of the damage, Lessor shall repair the Leased Premises within such period and, in that event, there shall be a proportional abatement of rent to the extent Lessee is unable to conduct its business in a normal manner while Lessor repairs the Leased Premises.

In the event the Leased Premises are damaged and destroyed and cannot be repaired or restored within one hundred twenty (120) days from the date of the damage, either Lessor or Lessee may terminate this Lease by giving written notice to the other within thirty (30) days after the damage occurs, in which event this Lease shall terminate, and rent shall abate in total from the date of such damage or destruction. If neither party elects to terminate this Lease, Lessor shall proceed with due diligence to repair and restore the Leased Premises and the rent shall abate in proportion to the extent Lessee is unable to conduct its business in a normal manner from the date of such damage or destruction.

12. Eminent Domain. Eminent domain proceedings resulting in the condemnation of part of the Leased Premises that leave the rest usable by Lessee for the purposes of the business for which the Leased Premises are leased will not terminate this Lease, unless Lessee at its option terminates it by giving written notice of termination to the other party. The effect of such condemnation, should such option not

be exercised, will be to terminate the Lease as to the portion of the Leased Premises condemned and leave it in effect as to the remainder of the Leased Premises, and the rent and utilities and charges fee provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of Lessor, except to the extent that part of the award is allocated and specifically identified as damages for the value of Lessee's leasehold estate, its trade fixtures or to relocation costs. Lessor agrees not to use its power of eminent domain to take all or any portion of the Leased Premises.

13. Assignment. Lessee shall not assign or transfer this Lease in whole or in part, sublet or license the Leased Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld, except that that Lessee shall have the right without Lessor's consent to sublease or assign the Leased Premises or any part thereof to a parent, subsidiary, or affiliate of Lessee to be used for the purposes set out in Paragraph 5 above. If consent to assign or sublease is given, no such assignment or sublease shall in any way release or relieve Lessee from any of its covenants or undertakings contained in this Lease, and Lessee shall remain liable on this Lease during the term thereof.

14. Force Majeure. The obligations of the parties hereunder shall be subject to force majeure (which shall include lawful strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse) for nonperformance of such obligations.

15. Default. It is understood and agreed by and between the Lessor and the Lessee that if default be made in timely payment of rent set out in Paragraph 4, above,

or any part thereof, or in the event of breach by Lessor or Lessee of any of the covenants and agreements herein contained, the aggrieved party may serve a written sixty (60) day notice of default, specifying such default, on the breaching party. If such default is not remedied within sixty (60) days, this Lease Agreement shall automatically end and expire and the Leased Premises shall automatically revert to Lessor, provided however, if the default involves the failure of Lessor to perform its maintenance obligations under Paragraph 6 and the failure impairs Lessee's business operations, Lessor shall have a reasonable period of time to cure, not to exceed seven (7) days.

16. Taxes and Assessments. Lessee agrees that it will be responsible for the payment of any leasehold taxes or other legal taxes, charges or assessments imposed by virtue of its occupancy of the Leased Premises.

17. Compliance with Laws. Lessee agrees to conform to and not to violate laws, ordinances, rules, regulations, and requirements of federal, state, municipal, or other governmental authorities and the various departments thereof now existing or hereinafter created affecting Lessee's use and occupancy of the Leased Premises.

18. Lessee's Obligation to Quit Premises. Lessee shall, upon the expiration or termination of this Lease, peaceably quit and deliver to Lessor possession of the Leased Premises in the same condition as of the date of commencement, normal wear and tear and damage caused by fire or natural disaster excepted, and shall promptly clean up and remove all personal property and non-fixture items on the Leased Premises. If Lessee fails to vacate the Premises at the end of the term, Lessee shall become a tenant from month-to-month at the monthly rent payable for the last month of the expiring term.

19. Fixtures. All fixtures, equipment, improvements, and appurtenances permanently vacated to or built into the Leased Premises, whether or not by or at the expense of Lessee, and any personal property of the Lessor or installed by Lessor in the Leased Premises shall be and remain a part of the Leased Premises and shall be deemed property of the Lessor and shall not be removed by Lessee.

All movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property located in the Leased Premises and acquired by or for the account of Lessee without expenses to Lessor may be removed by Lessee at any time during the term hereof, provided that Lessee shall repair any damage to the Leased Premises resulting from such removal to the reasonable satisfaction of Lessor.

20. Peaceful Enjoyment. Lessor covenants and agrees that if and so long as Lessee shall pay the rent called for under this Lease as the same shall become due and shall keep all the covenants and agreements required by it to be kept during the Lease and shall perform all its other obligations hereunder. Lessee shall have the peaceful and quiet occupation and enjoyment of the Leased Premises.

21. Notices. Notices given under the terms of this Lease shall be deemed properly served if such notice is mailed by Certified United States Mail, Return Receipt Requested; if to Lessor addressed to City Manager, City of Roanoke, Room 364, Municipal Building, 215 Church Avenue, S. W., Roanoke, Virginia 24011; and if to Lessee addressed to The Orvis Company, Inc., 178 Conservation Way, Sunderland, Vermont 05250. Notice mailed in accordance with the provisions hereof shall be

deemed to have been given as of the date of receipt or the third business day following the date of such mailing, whichever date is earlier.

22. Covenants and Conditions. Each provision of this Lease shall be deemed to be both a covenant and a condition running with the land unless otherwise provided.

23. Conveyances. If Lessor sells, conveys or passes title to the Leased Premises, the Lessee shall be bound by the terms and conditions herein to the new owner of the Leased Premises and the new owner shall take title subject to this leasehold interest.

24. Severability. If any clause or provision of this Lease is or becomes illegal or unenforceable because of present or future laws or rules or regulations of any governmental body or entity, effective during the term of this Lease, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such clause or provision is, in the reasonable determination of both Lessee and Lessor, essential and material to their respective rights, in which event either party shall have the right to terminate this Lease upon thirty (30) days' written notice to the other party.

25. Completeness of Agreement. This document, together with Exhibit "A" constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter, including the license agreement between the parties governing Lessee use of the Leased Premises for the month of January 2016. No changes or modifications of any of the covenants, terms or conditions hereof shall be valid unless in writing and signed by authorized officers of the parties hereto.

26. Successors and Assigns. This Lease shall be binding upon the parties and their successors and assigns.

27. Non discrimination. During the performance of this contract, the Lessee agrees as follows:

Lessee will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state such Lessee is an equal employment opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Lessee will include the provisions of this Paragraph 26 in every subcontract or purchase order for construction at the Leased Premises of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. Any inadvertent failure by the Lessee to comply with the terms of this Paragraph shall not be grounds for terminating this Lease.

28. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Lessee acknowledges that

it and the City have both participated in the drafting of this agreement, and agrees that if there is any ambiguity, such ambiguity will not be construed against either of the parties.

29. No Broker. The parties covenant that this Lease was directly negotiated between them and no broker was involved in bringing about this Agreement. No claim of a broker's fee shall be made against either party.

30. Memorandum of Lease – Recording. The parties agree that in the event either party hereto shall desire to file this Lease of record, the parties hereto shall forthwith cause to be prepared, and shall thereafter execute, a memorandum of this Lease in the form prescribed by statute, which memorandum, and not this Lease, shall then be so filed for record.

31. Subordination. This Lease and rights of the Lessee hereunder are and shall be subject to the lien of any and all mortgages which may now or hereafter affect the Leased Premises or the Garage, provided that such mortgagee agrees not to disturb the tenancy of Lessee under this Lease so long as Lessee is not in default hereunder.

32. Waiver of Subrogation. Each of the parties to this Lease hereby waives all causes of action and rights of recovery against the other party, and their respective heirs, administrators, successors, officers, employees, agents and assigns for any loss or damage occurring to the Leased Premises, or the improvements, fixtures, merchandise and personal property of every kind located in and about the Leased Premises resulting from any perils covered by insurance, or would have been covered by insurance had the parties obtained the insurance required by this lease, regardless of cause or origin, including the negligence of either party, their respective heirs,

administrators, successors, officers, employees, agents and assigns to the extent of any recovery under a policy or policies of insurance. To the extent necessary to effect the foregoing waiver of subrogation, each of the parties agree to obtain from their respective insurance carriers endorsements to such policies of insurance waiving the right of subrogation of the insurance carrier.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

CITY OF ROANOKE, VIRGINIA

ATTEST:

Stephanie M. Moon Reynolds
City Clerk

By _____
Christopher P. Morrill, City Manager

ATTEST:

THE ORVIS COMPANY, INC.

(title)

By _____

Printed Name: _____

Title: _____

Approved as to Form:

Approved as to Execution:

Assistant City Attorney

Assistant City Attorney

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute a lease agreement with The Orvis Company, Inc., for approximately 3,000 square feet of space in the Center in the Square Parking Garage, located on Campbell Avenue, S.E., Roanoke, Virginia, for the purpose of operating a retail business; and dispensing with the second reading of this Ordinance by title.

WHEREAS, a public hearing was held on January 19, 2016, pursuant to Section 15.2-1800 and Section 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City Manager and the City Clerk are hereby authorized, to execute and attest, respectively, in a form approved by the City Attorney, an agreement with The Orvis Company, Inc., for the lease of approximately 3,000 square feet of space in the Center in the Square Parking Garage, located on Campbell Avenue, S.E., Roanoke, Virginia, for a retail business, for a term of five years, commencing February 1, 2016, and ending January 31, 2021, as further described in the City Council Agenda Report dated January 19, 2016.

2. The annual base rent for the first year shall be \$12,889.68, with monthly rental payments in the amount of \$1,074.14. The base rent shall be increased each year at the rate of three percent (3.0%). In addition to the base rent, the City shall receive additional rent in an amount equal to one and one-quarter percent (1.25%) of the gross revenue The Orvis Company, Inc. generates from sales on the premises the previous year.

3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this Ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.