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1. Council Action Agenda

Documents: [AG 03-21-16.PDF](#)

2. Council Agenda And Reports

Documents: [CAR 03-21-16.PDF](#), [03-21-16 ITEM 6.A.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.**

**The original documents are available for inspection in the Office of the City Clerk, Room 456 Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., Roanoke, Virginia 24011.**

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

**The records of City Council and City Clerk's Office will be maintained pursuant to Section 42.1-82 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia, Library of Virginia Records Management and Imaging Services Division, Records Retention and Disposition Schedules, for compliance with Guidelines provided by the Library of Virginia.**

**PRICE  
40456-032116**



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MARCH 21, 2016  
2:00 P.M.**

**CITY COUNCIL CHAMBER**

**AGENDA**

- 1. Call to Order--Roll Call.** Council Members Ferris and Rosen arrived late.

The Invocation was delivered by The Reverend Melissa S. Kessler, Minister to Students and Missional Activities, Grandin Court Baptist Church.

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, March 24 at 7:00 p.m., and Saturday, March 26 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at [roanokeva.gov/councilmeetings](http://roanokeva.gov/councilmeetings). Council meetings are offered with closed captioning for the hearing impaired.

**ANNOUNCEMENTS:**

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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.

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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**

**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 31, 2016. APPLICATIONS, QUESTIONS AND/OR ADDITIONAL INFORMATION, PLEASE CONTACT CITY CLERK'S OFFICE AT 853-2541.**

**2. PRESENTATIONS AND ACKNOWLEDGEMENTS:**

A proclamation declaring Tuesday, March 29, 2016 as Welcome Home Vietnam Veteran's Day.

**Mayor Bowers declared March 29, 2016 as Welcome Home Vietnam Veteran's Day and recognized Robert Gravely, a Vietnam Veteran in attendance.**

**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.**

**Robert Gravely, 3360 Hershberger Road, N. W., appeared before Council to restate the importance of God's law and judgment day.**

**Barbara Duerk, 2607 Rosalind Avenue, S. W., appeared before Council to discuss Destination Roanoke and requested Council to petition DRPT to sanction bicycle access at the impending AMTRAK station.**

**At this point, Council Member Rosen entered the meeting (2:17 p.m.)**

Duane Howard, 1221 6<sup>th</sup> Street, S. E.; Elliot Broyles, 1938 Hope Road, S. W.; David Wertz, 430 Walnut Avenue, S. E.; Holly Newbold, 1261 Hamilton Terrace, S. E.; Mary Newbold, 2833 Avenham Avenue, S. W.; Nancy Barbour, 2934 Avenham Avenue, S. W.; Fran Davis, 1308 Hamilton Terrace, S. E.; Paige Kauffman, 2406 Richelieu Avenue, S. W.; and Tyler Godsey, 1323 Hamilton Terrace, S. E., appeared before the Council to share concerns regarding the volume of music from Dr. Pepper Park events.

At this point, during discussion of the volume of music from Dr. Pepper Park events, Council Member Ferris entered the meeting (2:55 p.m.)

4. **CONSENT AGENDA:**  
(APPROVED 7-0)

**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. Mayor Bowers called attention to two requests for Closed Meeting from the City Manager.**

C-1 A communication from the City Manager requesting that the Council convene in a Closed Meeting to discuss disposition of City-owned property located at 2750 Hoover Street, 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 disposition of City-owned property located at 0 Blue Hills Circle, N. E., 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-3 Minutes of the Audit Committee held on Monday, December 21, 2015.  
**RECOMMENDED ACTION: Received and filed.**

- C-4 Report of qualification of Renee “Butch” Craft as a City representative of the Roanoke Valley Convention and Visitors Bureau Board of Directors for a one-year term of office ending June 30, 2016.  
**RECOMMENDED ACTION: Received and filed.**

### **REGULAR AGENDA:**

#### **5. PUBLIC HEARINGS: NONE.**

#### **6. PETITIONS AND COMMUNICATIONS:**

- a. Presentation of the Annual Report of the Roanoke City Sheriff’s Department for the 2014 - 2015 Fiscal Year. The Honorable Tim Allen, City Sheriff, Spokesperson. (Sponsored by Council Members Sherman P. Lea and Anita J. Price)

**Presentation was received and filed.**

**Sheriff Allen expressed sincere condolences at the loss of Master Deputy Tim McCoy who passed on Sunday, March 20 following a battle with cancer.**

- b. DIRECTOR OF FINANCE:

1. Repeal Budget Ordinance No. 40444-021616 in connection with a contract between the City of Roanoke and CONMED, Inc., to provide medical services for inmates housed in the City Jail.

**Adopted Budget Ordinance No. 40461-032116. (7-0)**

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

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance of the State Homeland Security FY15 Grant funds from the Virginia Department of Emergency Management to upgrade the City's hazardous materials monitoring equipment in support of the City of Roanoke HAZMAT Team.  
**Adopted Resolution No. 40456-032116 (6-0, Council Member Price was not present when the vote was recorded); and Budget Ordinance No. 40457-032116. (7-0)**
2. Acceptance of State Homeland Security FY15 Grant funds from the Virginia Department of Emergency Management to enhance the current capabilities of the City's Division 6 Heavy Technical Rescue Team, in conjunction with Roanoke County Fire and Rescue and City of Salem Fire-EMS Departments.  
**Adopted Resolution No. 40458-032116 and Budget Ordinance No. 40459-032116. (7-0)**
3. Appropriation of Stormwater Utility Fund Retained Earnings to address storm drain improvements.  
**Adopted Budget Ordinance No. 40460-032116. (7-0)**

**COMMENTS OF CITY MANAGER.**

The City Manager offered the following highpoints:

- **Raleigh Court library reopens after year-long renovation on Tuesday, March 15, 2016.**
  - **Williamson Road branch is next in line for renovations.**
  - **Melrose Library branch following.**
- **An Italian automotive manufacturer, ELDOR Corporation to build a production plant in Botetourt County which will bring new jobs to the region.**
- **Announcement of the Roanoke Health Science and Technology Innovation District with increased participation from Virginia Tech and Carilion.**

- **The St. Patrick’s Day parade held on Saturday, March 12, 2016 in downtown Roanoke was named in the top-ten parades with nearly 16,000 people in attendance with great participation in the following events:**
  - **Shamrock Festival held behind the City Market Building.**
  - **McDonald’s Kids Zone held in front of the Taubman Museum of Art on Salem Avenue, S. W. and along Market Street, S. W.**
  - **Corned Beef & Company Celtic Celebration.**

**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. 40462-032116. (7-0)**

**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 – 4:14 P.M.**

**THE COUNCIL MEETING STOOD IN RECESS FOR A CLOSED MEETING; AND THEREAFTER, WILL RECONVENE AT 7:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.**



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MARCH 21, 2016  
7:00 P.M.**

**CITY COUNCIL CHAMBER**

**AGENDA**

**Call to Order--Roll Call. Council Member Price arrived late.**

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 Mayor Bowers.

Welcome. Mayor Bowers.

**CERTIFICATION OF CLOSED MEETING. (6-0, Council Member Price was not present when the vote was recorded)**

**NOTICE:**

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## **A. PRESENTATIONS AND ACKNOWLEDGEMENTS:**

Recognition was deferred until end of meeting.

At this point, Council Member Price entered the meeting (7:05 p.m.)

## **B. PUBLIC HEARINGS:**

1. Request of Habitat for Humanity in the Roanoke Valley, Inc., to rezone properties located at 3435 and 0 Melrose Avenue, N. W., from Commercial-Neighborhood District; and Commercial-Neighborhood District and Residential Single-Family District, respectively, to Commercial-General, with a condition. Maryellen F. Goodlatte, Esquire, Spokesperson.  
**Adopted Ordinance No. 40463-032116. (7-0)**
2. Request of LSW-HMW Family Limited Partnership to repeal conditions proffered as part of a previous rezoning adopted by Roanoke City Council, pursuant to Ordinance No. 36625-021704 on February 17, 2004, in connection with property located at 622 Huntington Boulevard, N. E. Daniel F. Layman, Attorney, Spokesperson.  
**Adopted Ordinance No. 40464-032116. (7-0)**
3. Request of the City of Roanoke to vacate a portion of right-of-way along the northern edge of Norfolk Avenue, S. W., between 2<sup>nd</sup> Street, S. W. and S. Jefferson Street, and a portion of right-of-way along Norfolk Avenue, S. E., between S. Jefferson Street and Williamson Road, S. E., with ownership being transferred to Norfolk Southern Corporation for development of a passenger train platform. Christopher P. Morrill, City Manager.  
**Adopted Ordinance No. 40465-032116. (7-0)**
4. Proposal of the City of Roanoke to convey to Street Straight Roanoke Valley, Inc., City-owned property situated at 108 Coyner Springs Road, Botetourt County, Virginia, containing approximately 6.928-acres of land, together with any buildings and improvements thereon; and a parcel of property situated on Coyner Springs Road, Botetourt County, Virginia, containing approximately 23.48-acres of land. Christopher P. Morrill, City Manager.  
**Adopted Ordinance No. 40466-032116. (7-0)**

**C. HEARING OF CITIZENS UPON PUBLIC MATTERS: NONE.**

**A. PRESENTATIONS AND ACKNOWLEDGEMENTS:**

Mayor Bowers, along with Council Members Lea and Price recognized the Williamson Road Recreation Club Lady Warriors Girls Basketball Team for successful back to back undefeated seasons.

The Team was presented with Certificates, Medallions and Trophies in recognition of their outstanding achievements.

**D. ADJOURNED – 7:37 P.M.**



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MARCH 21, 2016  
2:00 P.M.**

**CITY COUNCIL CHAMBER**

**AGENDA**

**1. Call to Order--Roll Call.**

The Invocation will be delivered by The Reverend Melissa S. Kessler, Minister to Students and Missional Activities, Grandin Court Baptist Church.

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

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**CITY OF ROANOKE FINANCE BOARD – ONE VACANCY  
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**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 31, 2016. APPLICATIONS, QUESTIONS AND/OR ADDITIONAL INFORMATION, PLEASE CONTACT CITY CLERK’S OFFICE AT 853-2541.**

**2. PRESENTATIONS AND ACKNOWLEDGEMENTS:**

A proclamation declaring Tuesday, March 29, 2016 as Welcome Home Vietnam Veteran’s Day.

**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 disposition of City-owned property located at 2750 Hoover Street, 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 disposition of City-owned property located at 0 Blue Hills Circle, N. E., 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-3 Minutes of the Audit Committee held on Monday, December 21, 2015.

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RECOMMENDED ACTION: Receive and file.

C-4 Report of qualification of Renee "Butch" Craft as a City representative of the Roanoke Valley Convention and Visitors Bureau Board of Directors for a one-year term of office ending June 30, 2016.

RECOMMENDED ACTION: Receive and file.

### **REGULAR AGENDA:**

#### **5. PUBLIC HEARINGS: NONE.**

#### **6. PETITIONS AND COMMUNICATIONS:**

- a. Presentation of the Annual Report of the Roanoke City Sheriff's Department for the 2014 -2015 Fiscal Year. The Honorable Tim Allen, City Sheriff, Spokesperson. (Sponsored by Council Members Sherman P. Lea and Anita J. Price)

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P 17  
P 18

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

- a. CITY MANAGER:

BRIEFINGS: NONE.

**ITEMS RECOMMENDED FOR ACTION:**

1. Acceptance of the State Homeland Security FY15 Grant funds from the Virginia Department of Emergency Management to upgrade the City's hazardous materials monitoring equipment in support of the City of Roanoke HAZMAT Team. 

P 40
R 44
B/O 45
  
2. Acceptance of State Homeland Security FY15 Grant funds from the Virginia Department of Emergency Management to enhance the current capabilities of the City's Division 6 Heavy Technical Rescue Team, in conjunction with Roanoke County Fire and Rescue and City of Salem Fire-EMS Departments. 

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R 51
B/O 52
  
3. Appropriation of Stormwater Utility Fund Retained Earnings to address storm drain improvements. 

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B/O 54

**COMMENTS OF CITY MANAGER.**

b. **DIRECTOR OF FINANCE:**

1. Repeal Budget Ordinance No. 40444-021616 in connection with a contract between the City of Roanoke and CONMED, Inc., to provide medical services for inmates housed in the City Jail. 

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B/O 56

**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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P 58
B/O 59

**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 FOR A CLOSED MEETING; AND THEREAFTER, WILL RECONVENE AT 7:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.**



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

**MARCH 21, 2016  
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**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. PRESENTATIONS AND ACKNOWLEDGEMENTS:**

Recognition of the Williamson Road Recreation Club Lady Warriors Girls Basketball Team for successful back to back undefeated seasons.

**B. PUBLIC HEARINGS:**

1. Request of Habitat for Humanity in the Roanoke Valley, Inc., to rezone properties located at 3435 and 0 Melrose Avenue, N. W., from Commercial-Neighborhood District; and Commercial-Neighborhood District and Residential Single-Family District, respectively, to Commercial-General, with a condition. Maryellen F. Goodlatte, Esquire, Spokesperson.

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2. Request of LSW-HMW Family Limited Partnership to repeal conditions proffered as part of a previous rezoning adopted by Roanoke City Council, pursuant to Ordinance No. 36625-021704 on February 17, 2004, in connection with property located at 622 Huntington Boulevard, N. E. Daniel F. Layman, Attorney, Spokesperson.

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O 101

3. Request of the City of Roanoke to vacate a portion of right-of-way along the northern edge of Norfolk Avenue, S. W., between 2<sup>nd</sup> Street, S. W. and S. Jefferson Street, and a portion of right-of-way along Norfolk Avenue, S. E., between S. Jefferson Street and Williamson Road, S. E., with ownership being transferred to Norfolk Southern Corporation for development of a passenger train platform. Christopher P. Morrill, City Manager.

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O 112

4. Proposal of the City of Roanoke to convey to Street Straight Roanoke Valley, Inc., City-owned property situated at 108 Coyner Springs Road, Botetourt County, Virginia, containing approximately 6.928-acres of land, together with any buildings and improvements thereon; and a parcel of property situated on Coyner Springs Road, Botetourt County, Virginia, containing approximately 23.48-acres of land. Christopher P. Morrill, City Manager.

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O 156

**C. HEARING OF CITIZENS UPON PUBLIC MATTERS:**

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**D. ADJOURN.**



C-1

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** March 21, 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 2750 Hoover, Street, N.W. bearing Official Tax Map No. 2430601 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  
City Manager

Distribution: Council Appointed Officers



C-2

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** March 21, 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 0 Blue Hills Circle, N.E. bearing Official Tax Map No. 7280104 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.

A handwritten signature in cursive script, appearing to read "C. Morrill".

-----  
Christopher P. Morrill  
City Manager

Distribution: Council Appointed Officers

# MINUTES

## Audit Committee of Roanoke City Council

**Location:** Council Conference Room  
Noel C. Taylor Municipal Building, Room 451 South

**Date:** December 21, 2015

**Time:** 1:00 p.m. to 1:38 p.m.

**Attendees:**

Audit Committee Member	Present (Y/N)
Ray Ferris	Y
Court Rosen	Y
Anita Price	Y
David Bowers (ex-officio)	Y

- Sherman Stovall, Assistant City Manager for Operations
- Amelia Merchant, Director of Management and Budget
- Dan Callaghan, City Attorney
- Drew Harmon, Municipal Auditor
- Brian Townsend, Assistant City Manager for Community Development
- Evelyn Powers, Treasurer
- Chris Morrill, City Manager
- Barbara Dameron, Director of Finance
- Dawn Hope Mullins, Assistant Municipal Auditor
- Tasha Burkett, Information Systems Auditor
- Rob Churchman, Partner, Cherry Bekaert, LLP
- Donald Deeds, Senior Audit Associate , Cherry Bekaert, LLP
- Wayne Parker, Senior Auditor
- Ann Clark, Senior Auditor
- Cari Spichek, Senior Auditor

**1. Call to Order:**

Mr. Ferris called the meeting to order at 1:00 p.m.

**2. Presentation of Audit Results for the June 30, 2015, Comprehensive Annual Financial Report:**

Mr. Churchman introduced himself, as well as Mr. Deeds and thanked the committee for their time. He briefly reviewed Cherry Bekaert’s communication requirements related to the audit. The Cherry Bekaert team is finalizing their audit; correspondingly, Department of Finance staff is completing work on the Comprehensive Annual Financial Report [CAFR]. It is a very thick, complex document which

incorporates a large number of accounting and Government Finance Officers Association [GFOA] certificate program requirements.

Mr. Churchman and Mr. Deeds presented Cherry Bekaert's communication with the Audit Committee for the fiscal year ended June 30, 2015. Mr. Churchman explained that these are standard communications as required by Generally Accepted Auditing Standards. He summarized the audit engagement, discussed service deliverables and reviewed audit results to date. Related to the City CAFR, they expect to issue an unmodified opinion. However, the following internal control weaknesses were identified:

- ∂ The City's approach related to the year-end cut-off of accounts payable was not adequate to ensure payments related to prior year activity were being reported timely. Additionally, retainage related to construction contracts was not being recorded as a liability on City's financial statements. Due to sizable dollar amount involved, Department of Finance staff appropriately decided to adjust the beginning liability balance instead of making the adjustment in the current year. This issue was identified as a material weakness, meaning that if the processes are not fixed they could lead to a material error in the financial statements.
- ∂ Revenue in the Stormwater Fund was not properly recognized or reconciled to the subsidiary ledger. Part of the issue related to accounts receivable and the necessary adjustments were made to the financial statements. This was considered a material weakness.
- ∂ There was an error in the calculation of available taxes which resulted in an understatement of revenues. This issue also affected the amount due to School Board. The necessary adjustments were made to the financial statements. This issue was identified as a significant deficiency, meaning that the auditors needed to make the governing board aware of the issue.
- ∂ Community Development Block Grant [CDBG] failed a required metric, designed to determine the timely use of funds. This was also noted as an audit issue last year, and the City has taken steps towards addressing the concern. Staff will continue to work towards 100% compliance. This was considered a significant deficiency, related to compliance.
- ∂ An absence of Workforce Investment Act monitoring procedures related to sub-recipient eligibility was identified. Monitoring was also noted as an audit issue last year. The City has worked on addressing this concern and will continue to work towards full compliance. This was considered a significant deficiency, related to compliance.
- ∂ There was an issue confirming that highway maintenance expenditures reported to the Commonwealth were related to eligible streets. This resulted in a potential questioned cost of \$90,000, meaning the Commonwealth may find that this amount was not eligible for reimbursement.

Mr. Churchman stated that Cherry Bekaert is not aware of any City policy changes except those required by Generally Accepted Accounting Principles [GAAP]. Specifically, for Fiscal Year 2015, the City was required to report its net pension liability on the face of the financial statements. Estimates involved with financial statement preparation appeared to be reasonable and consistent with prior years. There were some additional smaller-dollar adjustments made during the course of the audit related to other post-employment benefit assets, tax revenues, debt refunding, and cash flow statements. Mr. Churchman reported there were no disagreements with management and that no difficulties were encountered with management or staff. Mr. Churchman re-affirmed Cherry Bekaert's independence from the City.

Mr. Churchman discussed future accounting standards, including Governmental Accounting Standards Board [GASB] Statement 72, which relates to assessing the fair value of assets and primarily affects Pension Fund reporting. Mr. Ferris asked if this pertains only to assets. Mr. Churchman responded that it could potentially relate to liabilities.

GASB Statements 74 and 75 will require the City to disclose its liability for other post-employment benefits [OPEB] on the face of its financial statements at the end of fiscal year 2018.

GASB Statement 77 establishes requirements for reporting tax abatements. The Standards Board recognized felt the footnotes should provide readers with a better understanding of the relationships in which a locality is involved. The standard is effective for fiscal year 2017. When asked if the requirement was for a summary footnote Mr. Churchman responded that a template is not yet available. He anticipates the note will include the amount of revenue that was given up and the benefits the locality expects to realize in return. Mr. Callaghan asked if GASB Statement 77 defined the term "abatement." Mr. Churchman responded that due to the varying state and local laws the Board had been careful not to narrowly define the term. Mr. Callaghan asked how the City's performance agreements might be treated. Ms. Dameron commented that she had passed some the City's performance agreements along to Mr. Churchman and Mr. Deeds for their review and feedback. Mr. Morrill noted that these expenditures are all shown in the City's budget document.

Mr. Ferris asked if the CAFR would be completed and filed by the end of the year. Ms. Dameron responded that the City is required to issue by the end of the year for the GFOA certificate program. She affirmed the CAFR will be available for the next council meeting.

Mr. Ferris commended Mr. Churchman and his team on a great effort and thanked him for identifying areas for improvement. Mr. Ferris also extended his appreciation to the entire City team for each person's efforts in completing the CAFR and the audit.

The communications were received and filed without objection.

### **3. Audit of Purchasing Cards:**

Mr. Harmon noted that the program has been in place since 2001 and there were approximately 679 active City purchasing cards at the time of audit. Cards were used to purchase goods and

services, as well as for travel. Municipal Auditing performed a statistically based sample of p-card purchases, excluding travel, meals, and training. These areas were excluded because they are well controlled. Purchases reviewed were appropriate and employees were following City policies. The only area noted as needing improvement was coding purchases to appropriate expense codes.

Municipal Auditing also selected a sample of durable goods purchases and physically located the items. All purchases were confirmed, with the exception of three [3] grease guns that could not be matched to the vendor's invoice. This equipment was associated with street sweepers; the shop had more than three [3] on hand. Additionally, the vendor representative stated that he entered random serial numbers on the invoice leaving no way to determine if the grease guns observed were those included on the invoice.

Mr. Ferris was surprised at the dollar amount spent with NAPA. Mr. Harmon explained that they run the parts area of the Fleet shop and have a store embedded at the Public Works Service Center. The City paid NAPA by check until 2012. Mr. Rosen asked if the City receives a rebate from the bank for purchases with the p-card. Mr. Harmon confirmed that the City does receive a rebate.

The report was received and filed without objection.

#### **4. Audit of Parks & Recreation – PLAY Afterschool Program:**

Mr. Harmon stated that the PLAY acronym stands for Positive Learning and Adventure for Youth. The City operates this program at three [3] locations – Preston Park, Grandin, and Eureka, with 120 children enrolled. The program is well-regarded by participating families and there is currently a waiting list. It operates on school days from 2:30 p.m. to 5:30 p.m. and costs \$25 per week.

Municipal Auditing used a risk assessment approach when designing the audit and worked closely with management to identify potential risks, rank the risks and evaluate associated controls. This approach resulted in five [5] audit objectives covering parent/guardian contact information, release procedures, student monitoring, facility safety, and employee certifications/training. Mr. Harmon reported that part-time employees were well prepared and appeared to do a great job. They had received appropriate handbooks and training. The Parks and Recreation accreditation was also of great benefit for the PLAY program. Mr. Harmon noted that a few suggestions for improvement were made and management's action plans were included in the back of the report.

Ms. Price commented that she was glad to see the action plans. Having parameters in place to make sure the children are always safe is of paramount importance. Things sometimes get taken for granted and it is always good to make sure staff is up to speed in training and understanding these risks.

The report was received and filed without objection.

**5. APA Review of Commonwealth Collections and Remittances for the Year Ended June 30, 2015:**

Mr. Harmon reported that no issues were identified during the 2015 review. Ms. Powers added that the Treasurer's Office and Clerk of the Circuit Court have been working together to successfully streamline the collection of certain Sheriff's fees.

The report was received and filed without objection.

**6. Other Business:**

None noted.

**7. Adjournment:**

The meeting was adjourned at 1:38 p.m.

Drew Harmon, CPA, CIA  
Municipal Auditor  
Audit Committee Secretary



Roanoke Sheriff's Office  
Interdepartmental Communication

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6.a.

**DATE:** March 16, 2016  
**TO:** Cecelia Webb – City Clerk's Office  
**FROM:** Sheriff Tim Allen  
**SUBJECT:** City Council Meeting

On Monday, March 21, 2016 I will be attending a meeting of the Roanoke City Council. I would like to use my time on the agenda to provide a presentation of the overall operation and mission of the Roanoke City Sheriff's Office. I would also like to present and introduce some of my staff members.

Thank you for your assistance in this matter.

6.a.



# 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

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

March 21, 2016

The Honorable Mayor and Members  
of Roanoke City Council  
Roanoke, Virginia

Dear Mayor Bowers and Members of Council:

We jointly sponsor a request of Tim Allen, City Sheriff, to present the 2014 - 2015 Annual Report of the Sheriff's Department and to provide a brief overview of responsibilities as it pertains to public safety, at the regular meeting of City Council to be held on Monday, March 21, 2016, at 2:00 p.m.

Sincerely,

Sherman P. Lea  
Council Member

Anita J. Price  
Council Member

SPL/AJP:ctw



# ROANOKE CITY SHERIFF'S OFFICE 2014-2015 ANNUAL REPORT

# Mission Statement

As a diverse, professional law enforcement agency, we will serve and protect every person within the City of Roanoke through quality court, correctional, law enforcement and customer-focused services.



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*On the cover: Members of the Roanoke City Sheriff's Office participate in a multitude of community service projects throughout the 2014-2015 fiscal year.*

# Message from Sheriff Tim A. Allen

Dear Citizens of Roanoke City,

This Annual Report reflects the hard work, accomplishments and dedication of every member of the Roanoke City Sheriff's Office. My hope is that you will find this report as a source of information that will present points of interest and explain what we do and the challenges we face.

It is my honor to enlighten and update our citizens as to the Roanoke City Sheriff's Office activities and highlights from the past year. I feel that the Annual Report provides me with an opportunity to let the citizens of the City of Roanoke know what their sheriff's office is about and to showcase our accomplishments. Together, the sheriff's staff, vendors, agency partners and the many volunteers that serve our department have done a tremendous job for the community during the 2014-2015 fiscal year.

The Roanoke City Sheriff's Office worked on numerous projects in 2014-2015. One of the major projects is our continued pursuit of accreditation through the ACA (American Correctional Association). The Roanoke City Sheriff's Office conducted a large scale cleaning, repairing and painting campaign in and around the Roanoke City Jail. We also had to analyze standards that must be met to achieve this goal. I am proud to report that in August 2015 we were re-accredited, receiving the final score of

97%. This equates to a perfect score, due to the physical layout of the building.

We will continue to be proactive and innovative in our pursuit of "best practices" and seek to be best in class in all we do.

I am proud of this department and of the men and women whom I represent as sheriff.

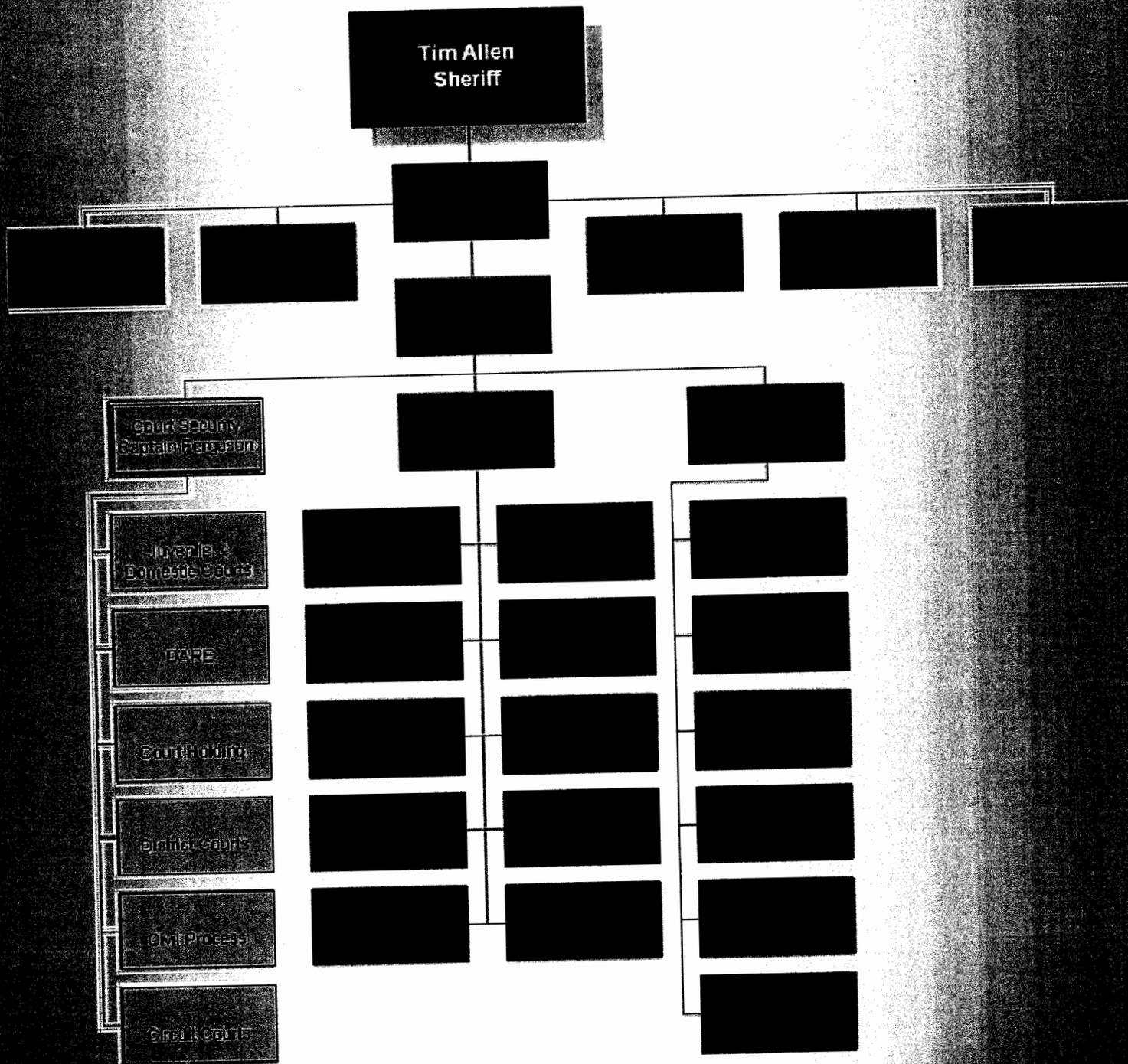
Humbly Submitted,

*T. A. Allen*

Sheriff Tim Allen



# Organizational Chart



# Administrative Division

Roanoke City Sheriff's Office could not provide the services that help maintain the safety of our community without the dedicated men and women who serve the office of the sheriff. On a daily basis they are putting their lives at risk for the safety of the community. Sheriff Allen's top priority is providing a clean and secure environment that reflects the professional standards of the Roanoke City Sheriff's Office. Sheriff Allen's efforts are formed in part by the yearly budget.

Major David Bell reported: The Roanoke City Sheriff's Office had a combined total adopted budget of \$18,238,057.67 for the operation of the Sheriff's Office and Jail. This total reflects an amount of \$3,087,754.00 which was allocated for the operation of the Sheriff's Office. The additional \$15,150,303.67 was budgeted for the operation of the Roanoke City Jail.

The expenditures for the Roanoke City Sheriff's Office totaled \$3,087,656.27, which indicated a budget surplus in the amount of \$97.73. Expenditures for the operation of the Roanoke City Jail totaled \$15,150,303.25, which indicated a budget surplus in the amount of forty-two cents. The combined expenditures for the Sheriff's Office and Jail totaled \$18,237,957.52, with a total surplus of \$98.15.

The Sheriff's Office received salary reimbursement funding from the Commonwealth of Virginia totaling \$7,156,725.75. Additionally, the Sheriff's Office collected over 2.4 million dollars in revenue throughout the fiscal year. This amount is reflective of the housing of federal prisoners, prisoners from other localities, inmate fees, and etc. Therefore, as a result of these funding mechanisms, the City of Roanoke provided approximately \$8,632,484.24 of local funds to supplement the combined operation.



*Above: Sheriff Allen meets with members of the Administrative team*

# Jail Division

It is the goal or purpose of the Roanoke City Jail "to protect the community, to carry out judgments imposed by the courts, and to provide a safe and humane environment for those committed to our custody." Our deputies work to accomplish the goal of the jail on a daily basis.



*Above: Deputy Ileana Aponte-Pena performs a search of a prisoner*

Captain Mark Sweetenburg, Jail Division Commander, with the assistance of Lieutenant Jessie Roberts, Assistant Division Commander, oversees four shifts of 29 deputies, each including a lieutenant watch commander and two sergeant assistant watch commanders. For each Watch the commanders are as follows: Watch I, Lieutenant Jeff Irvine; Watch II, Lieutenant

*Members of the jail staff participate in the inspection of the facility*

Terry Martin; Watch III, Lieutenant Jeff Jenkins; Watch IV, Lieutenant John Williams.

For Fiscal Year 2014-2015, 9,808 arrestees were booked into the Roanoke City Jail. The average daily population was 649.

The Classification Unit is supervised by Lieutenant Monica Perkins. The Lieutenant and four sergeants assess every inmate's custody and program needs. This fiscal year, classification held 309 disciplinary hearings and 177 administrative hearings.

The Transportation Unit is comprised of four deputies led by Sergeant Richard DeHaven. Together, they transported 17,220 inmates and logged 149,292 miles. In addition, 729 TDO's were served.

Jail Records is comprised of six deputies, overseen by Sergeant Angela Traynham.



# Court Services Division

Captain James Ferguson leads the Court Services Division. Captain Ferguson is assisted by Lieutenant Frank Harris and four sergeants: Sgt. Darrick Jones and Sgt. Brian McDaniel (Courts), Sgt. Nick Sharp (Civil Process) and Sgt. Mike Hewitt (DARE).

Fiscal year 2014-2015, Roanoke City Sheriff's Office and Court Services operated on a budget of \$3,087,743.00. Expenditures for the year totaled \$3,087,656.27.

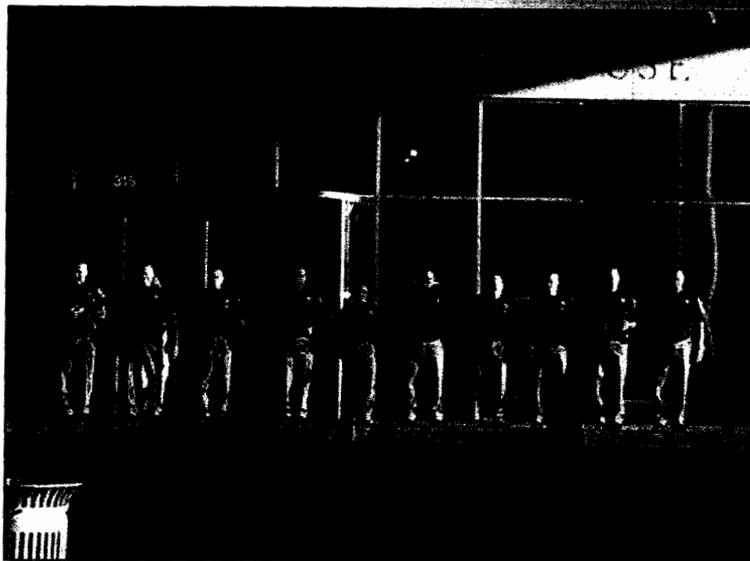
The division provides professional, customer-focused law enforcement services to secure the courtrooms of General District Court, Circuit Court and Juvenile and Domestic Relations Court. The Civil Process unit provides proper and legal execution on all court orders, civil process, warrants, criminal and civil subpoenas, and other judicial documents in a professional and timely fashion. The DARE program provides educational and awareness opportunities to the youth and other community members in Roanoke City.

Roanoke Sheriff's deputies screened approximately 252,000

individuals at the two security stations of the courthouse, to prevent the introduction of weapons, explosives and other contraband into the facility. There were no incidents of weapons introduced into the courts.

Civil Process deputies served over 87,000 civil, criminal and other warrants in the community. Included in this number are 1,560 evictions, 251 property pick-ups, 114 levies and 37 capias.

The Courts Services Division strives to provide the courthouse with the highest level of security for members of the community, judges, and courthouse staff.



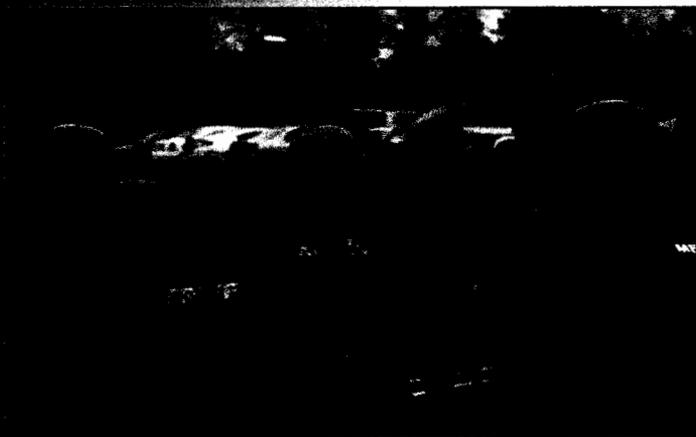
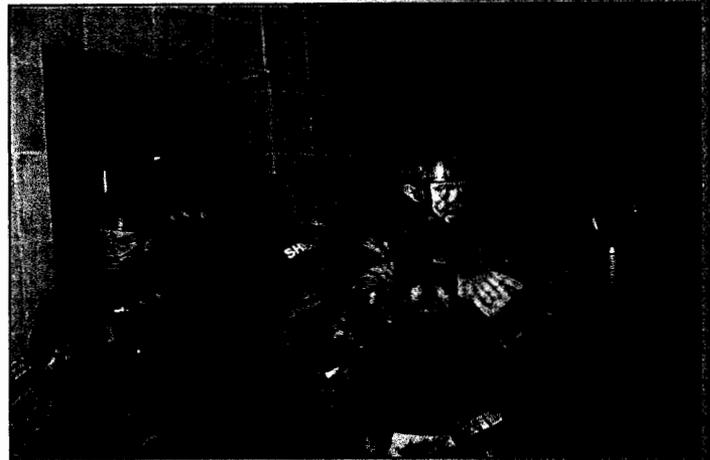
*Above: Deputies line up outside of the courthouse as part of the flag raising ceremony on September 11, 2015*

# Tactical Team

The Roanoke City Sheriff's Office's Tactical Team is a highly trained specialized response unit. The purpose of the Tactical Team is to provide support with expertise in the use of tactics for emergency situations to the members of the Sheriff's Office and other agencies. The Tactical Team is equipped to respond to high risk situations that may arise in the Jail, Courthouse, or within the community.

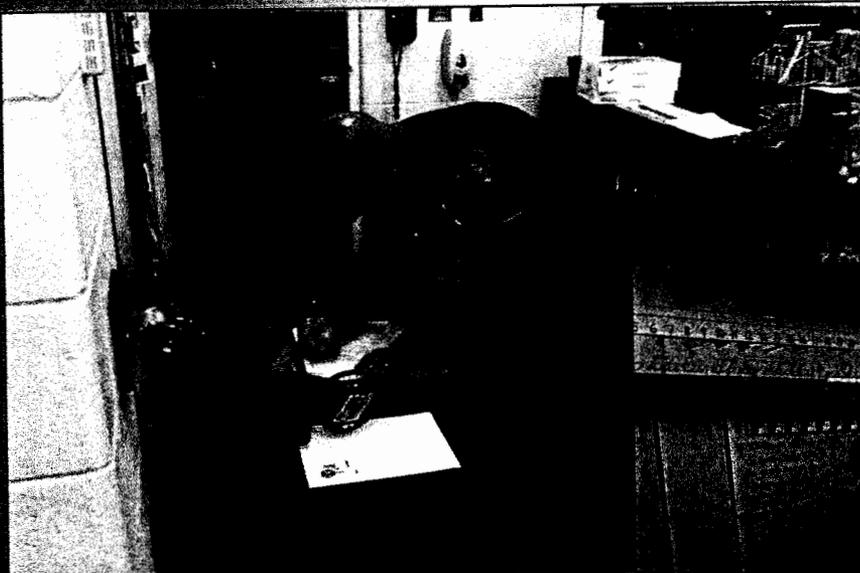
On December 17, 2015 members of the Tactical Team participated in a regional training event at Hollins University. During this "Active Shooter Drill" five agencies from both local and federal law enforcement were in attendance. Realistic makeup was used to simulate injuries, and a group of evaluators observed the event and provided an informative de-brief on the incident at the conclusion of the training.

Sheriff Allen commends the courage and dedication of the men and women who serve on the Roanoke City Sheriff's Office's Tactical Team.

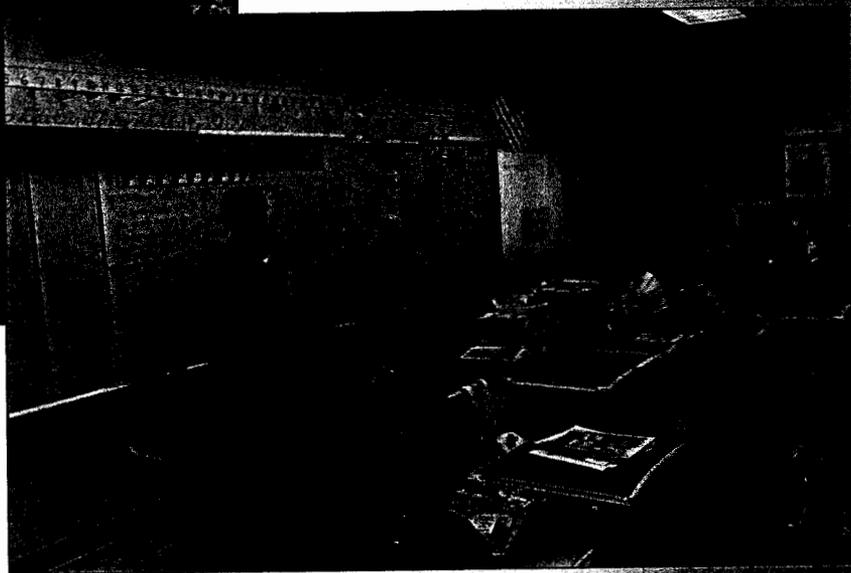


*Members of the Tactical Team participate in training exercises*

# D.A.R.E.



*Above and Right: D.A.R.E. officers  
work with students in Roanoke City ele-  
mentary schools*



Deputies from the Roanoke City Sheriff's Office teach the Drug Abuse Resistance and Education (D.A.R.E.) program in Roanoke City's 17 elementary schools. The ten week D.A.R.E. curriculum is presented to fifth grade students. Teaching children to resist drugs and violence is the foundation of the program. This school year, 10,163 students participated in drug awareness classes conducted by deputy sheriffs. Participants were required to complete assignments and write an essay.

Roanoke City Sheriff's Office deputies present a positive law enforcement role model to our students. During the 2014-

2015 fiscal year, deputies spent, on average, 298 hours counseling students, 105 hours conferring with parents, and 672 hours with teachers and principals.

These deputies not only educate our youth, they also maintain a safe and secure environment in our city's schools. Deputies responded to 536 incidents for the 2014-2015 fiscal year.

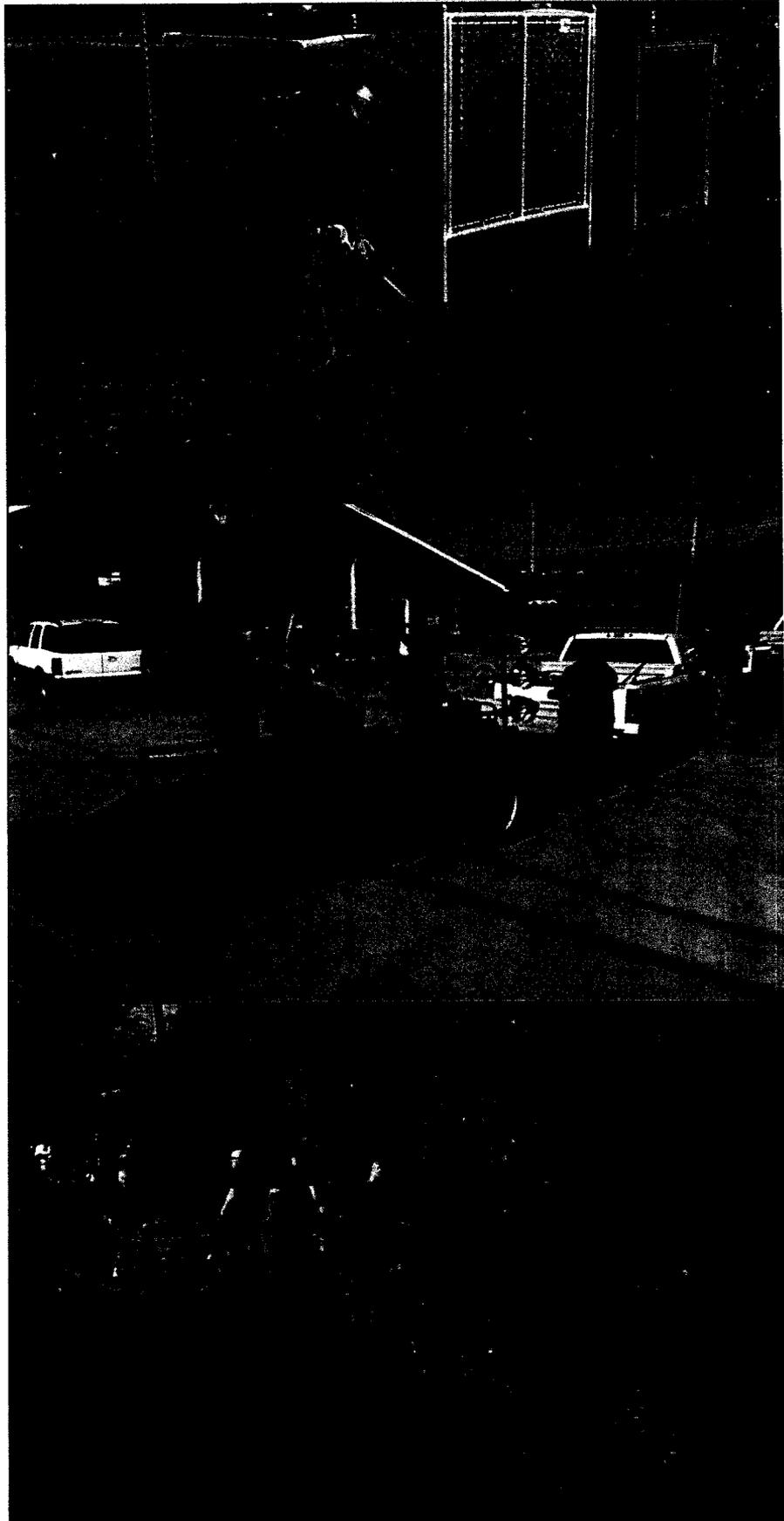
**DARE**

# Trusty Program/Inmate Work Crews

Four hundred and ninety-three inmates participated in the **Trusty Program** during the 2014-2015 fiscal year. Trusties perform daily duties within the jail. Areas of service include the kitchen, property/laundry, maintenance, paint crew, and janitorial. The Trusty Program provides the inmate an opportunity to develop a strong work ethic and to gain or sharpen work skills during the period of incarceration.

**Inmate Work Crews** are managed by Sergeant Stacey Peters. The Roanoke City Jail typically maintains two male and one female work crew. For 2014-2015 work crews performed a total of 7,208 man hours. This includes 1,248 jobs benefiting the City of Roanoke, 154 jobs benefiting non-profit organizations, and an average of 172 city owned vehicles per month being washed by inmates. Deputies Linda Jones, David Lester and Jeremy Bailey oversee the outside work crews and Deputy Matthew Belcher handles the car wash.

*Right: Inmate work crews performing community service benefiting the City of Roanoke*



# Support Services Division

The Support Services Division is commanded by Captain Kim Haddox. This division administers: Kitchen, Laundry, Medical, Education, Counseling, Chaplains, Inmate Work Crews, Maintenance, Recreation, and Inmate Work Programs.

**Food Services** are provided by CBM. The kitchen staff, with the assistance of jail trustees, prepare three meals daily. General Manager Kim Jackson reported that 945,348 meals were served in the 2014-2015 fiscal year.



*Above: Members of the CCS medical team*

**Medical Services** are provided in the Roanoke City Jail by CCS (Correct Care Solutions) and is overseen by Stephanie Tito, RN/HAS, Health Services Administrator. CCS performed 13,634 clinical visits and 607 dental visits.

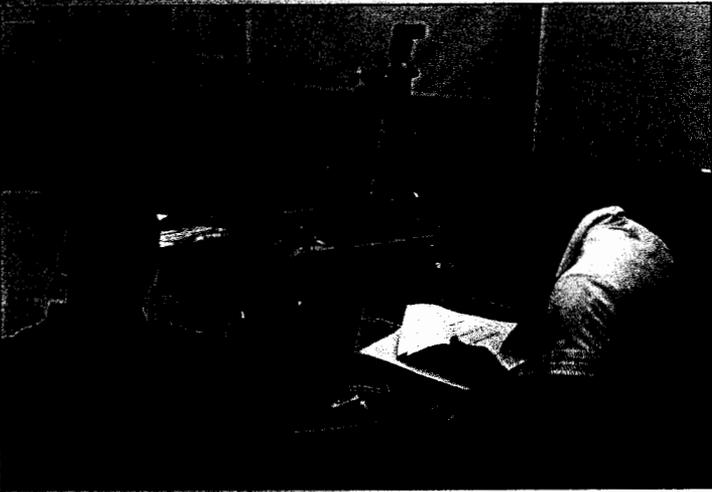
**Educational Programs** are available to all inmates housed in the jail. Mr. Byron Phillips administers Special Education.

190 inmates under the age of 22 were interviewed for Special Education assistance. Of these, 21 inmates were identified with Special Education needs, and 7 went on to accept Special Education services. The GED program is administered by Ms. Sue Lee. GED class enrollment reached 219.

**The Library Program** at the Roanoke City Jail is run by Kim Lindsey, Jail Librarian. During the 2014-2015 fiscal year 5,106 books were delivered to inmates and 313 inmates took advantage of the Law Library.

**Recreation** is provided at the jail via two indoor gyms, two outdoor gyms, and two weight rooms. Deputies Jeff Jones and Mark Kemp facilitate the recreation program which has historically included basketball, calisthenics, aerobics and weight training. Recreation programs and facilities were utilized by 5,316 inmates.

**Inmate Programs** are supported by 70 active volunteers that are managed by Alan Collins, Jail Counselor. These include ALPHA (therapeutic substance abuse treatment for men and women), Alcoholics Anonymous (men and women), Fathers First (parenting and life skills, provided by TAP), faith-based Anger Management offerings, Pre-Release Counseling, a Chaplaincy program, and Bible Study. 198 inmates participated in weekly drug and alcohol counseling, 307 partic-



*Above: DMV Employees set up for a DMV Connect session at the Roanoke City Jail*

participated in the ALPHA program, 115 participated in rehabilitative and life skills programs, 5,292 accepted individual counseling, and 801 engaged in religious programs.

Inmates also benefit from the DMV Connect program. DMV "connection teams" issue identification cards by carrying customized cases that contain a laptop, signature pad, and camera to correctional facilities. ID cards are mailed from a secure central location to the appropriate correctional facility. Identification is necessary to secure jobs, open bank accounts, enter public buildings, and apply for benefits. This has been an important program for the Roanoke City Sheriff's Office to help promote successful reentry.

**The Discharge Planner Program,** first introduced in the 2013-2014 fiscal year, continues to thrive. Under this program, members of Blue Ridge

Behavioral Healthcare have met individually with 196 unduplicated inmates in the 2014-2015 fiscal year. Each participating inmate has met with a Blue Ridge Behavioral staff member for a minimum of 1 and a maximum of 3 sessions. During these sessions, inmates were provided with information regarding community resources such as housing and employment. A total of 480 sessions were held.

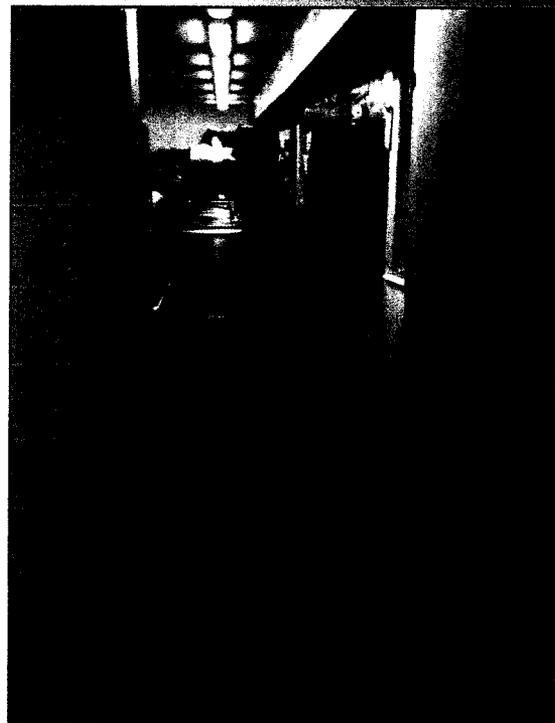
The Discharge Planner Program aims to help inmates return to the community with the resources they need to access mental health treatment, substance abuse treatment and mental health medications.

# Jail Renovation Projects

During the 2014-2015 fiscal year Sheriff Al-  
undertook to have the entire inside of  
Roanoke City Jail repainted. Renova-  
tions were also completed within the pod  
housing units, and a new freezer was in-  
stalled in the kitchen.

*Opposite Page: During the 2014-2015 fiscal  
year the entire interior of the Roanoke City Jail  
was repainted; pod housing units were also  
renovated*

*And Below: A new freezer  
installed in the kitchen*





# Professional Standards Unit

The Professional Standards Unit, commanded by Lieutenant Brian Geiser, oversees the functioning of Training, Internal Affairs, Applicant Background Investigations, Accreditation, enforcement of the Prison Rape Elimination Act (PREA) and Fleet Management.

Training does not end with graduation from the academy; it is an ongoing process. Sergeant Nicole Butterworth supervises the training of Sheriff's Office deputies. Sworn personnel are required by the American Correctional Association (ACA) to receive 40 hours of additional training each year. This is met through three days of off site training, online training, and roll call training. Firearms training and qualification is conducted twice a year.

During the 2014-2015 fiscal year, 97 employees were enrolled in various training seminars and classes throughout the region; this includes the 22 employees who attended an 8 hour Mental Health Training sponsored by Mental Health of America of the Roanoke Valley and held at the Western Virginia Regional Jail. Thirty-seven employees completed their Law Enforcement In-Service (40 hour) block of training through Cardinal Academy, and 39 employees completed their Basic Jailer In-Service (36 hour) block. Sworn and civilian staff completed over 10,480 hours of online modules.

Twenty-three deputies from the Roanoke City

*Below: Sheriff Allen and part of his administrative team meet with the ACA auditors*



Sheriff's Office completed the Basic Jailer Academies, and two deputies completed the Basic Law Enforcement Academy.

Sergeant Butterworth spent four weeks at the range qualifying deputies for firearms. Staff participated in remedial OC training as well as a remedial shotgun class and a live-fire, shooting under stress while moving scenario. A two-week annual qualification for retired staff was also held.

**Accreditation** was received by the Roanoke City Jail from the American Correctional Association (ACA) during the 2014-2015 fiscal year.

On March 16-18, 2015 the Roanoke City Jail was inspected by Wayne Solomon, DOC Inspector. Over the course of three days, Mr. Solomon toured the facility, spoke with staff members and inmates, and reviewed documentation. The Roanoke City Jail was found

to be 100% compliant with the Life, Health and Safety Standards as prescribed by the Department of Corrections.

On May 20-22, 2015 the Roanoke City Jail was audited for re-accreditation with the American Correctional Association (ACA). The audit team was comprised of Raul Bannasco, David Wade, and Marc Coudriet. The team toured the jail, reviewed documentation, and conducted interviews as part of the accreditation process. The audit team visited and interviewed 42 staff members and 33 inmates.

The audit team found the Roanoke City Jail to be 100% compliant with the applicable mandatory standards and 97% compliant with the applicable non-mandatory standards. The nine standards that were not met are due to deficiencies with the physical plant, such as natural lighting, toilets in cells, and the number of showers in a pod. As a result of the audit, the team recommended the Roanoke City Jail for re-accreditation.

In August 2015, Major David Bell, Major Greg Winston, Captain Mark Sweetenberg, Captain Kim Haddox, and Sergeant Brandon Young represented the department at the ACA Conference in Indianapolis, Indiana. The ACA Conference offered seminars covering an array of topics including medical care for inmates, PREA, and corrections personnel. Our team of representatives went before a review panel and answered questions regarding the findings of the audit team. After a vote by the panel, the Roanoke City Sheriff's Office was

approved for re-accreditation.

**The Prison Rape Elimination Act (PREA)** was passed on September 4, 2003 by both houses of Congress and was subsequently signed into law by President George W. Bush.



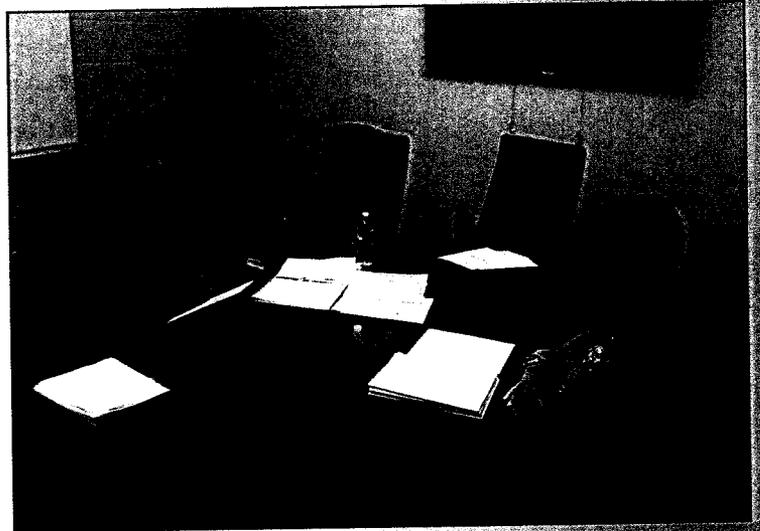
*Above: Sheriff Allen, Major David Bell, Major Greg Winston and PREA Coordinator Kristen Borak meet with the PREA Auditor*

The purpose of PREA was to provide information, resources and education to prevent, detect and respond to allegations of sexual abuse and harassment of incarcerated individuals, either by staff or other inmates. This act mandated a "zero tolerance" policy for federal, state, and local facilities through a national set of standards that were released in May 2012. In order to achieve full compliance, an audit, completed by a Department of Justice certified instructor, had to be completed.

The PREA Audit of the Roanoke City Jail was conducted by August 11-12, 2014.

The designated auditor was Mrs. Lavanah Long from Virginia. Mrs. Long was introduced to Sheriff Allen and the rest of the command staff during an Entrance Meeting on the first day of the audit. Major Bell and Major Winston, along with Kristen Borak (PREA coordinator), took Mrs. Long on a thorough tour of the facility. Following the tour, the auditor began interviews and reviewed other documents. Seventeen offenders were randomly selected by their housing assignment to be interviewed, including 7 females and 10 males. Ten security personnel were interviewed, who were also randomly selected by the auditor. Sixteen interviews were conducted to address the 13 specialized staff. Specialized staff included Agency Head (Sheriff), Warden or Designee (Chief and Assistant Chief Deputy), PREA Coordinator, Contractor, individual responsible for monitoring re-orientation, Investigator, Nurse, Mental Health, Warrant responsible for intake screening, an Incident Review team member, Human Resource manager, Inmate staff, and 2 intermediate or high-level facility staff and deputy who supervises inmates in segregated housing. In all, the auditor conducted 43 interviews. The auditor was impressed by what the staff knew about PREA, the zero-tolerance policy, offender rights regarding PREA, its response, investigations, and evidence collection. The auditor found the Roanoke City Jail to be in full

compliance with the Prison Rape Elimination Act. The facility exceeded 8 standards, met 32 standards, and 3 were non-applicable.



*Above: The PREA Auditor interviews Lt. Brian Geiser*

# Community Service

The men and women of the Roanoke City Sheriff's Office are proud of their ongoing involvement in the community.

In March 2015 members of the Roanoke City Sheriff's Office marched in the St. Patrick's Day parade. The Tactical Team brought out the Humvee and our Honor Guard proudly displayed its colors. Members of the Tactical Team also came out for the Armed Forces Parade at the Veterans Affairs Hospital in May 2015. A number of deputies participated in the 2015 Black History Heritage parade in March.

Multiple deputies participate in the HEAT VIN catching events that occur throughout the spring and summer months. The June 2015 event, sponsored by the Roanoke City Sheriff's Office, drew out over 80 vehicles to the Valley View Target.



*Deputy Sheriff Allen poses with a puppy at Angels*

The partnership between the Roanoke City Sheriff's Office and Angels of Assisi continues to thrive. Each week a deputy volunteers to have

his or her picture taken with an animal in need for a home. These pictures are posted on social media in an effort to help spread the word and find them homes.

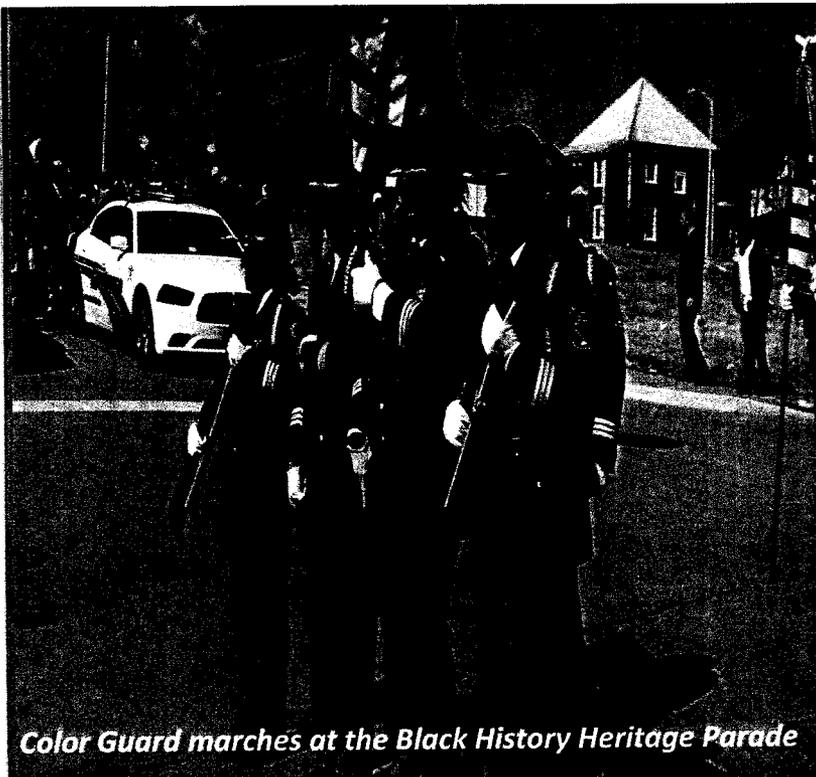
This year the Roanoke City Sheriff's Office began its participation in the GTO (Growth Through Opportunity) Cadets program, which began in 2014 through the Roanoke City Police Department. Young men and women taking part in this program have varying neurodevelopmental disabilities. Managed by job coaches, these cadets volunteer at the Sheriff's Office and other public safety facilities to develop life skills, social skills, and job skills.

Charitable events also play a large role in the lives of members of the Roanoke City Sheriff's Office. The 10th Annual Charity Golf Tournament took place on June 20 2015 at Hunting Hills Country Club in Roanoke County. Proceeds from the event benefit students participating in D.A.R.E.

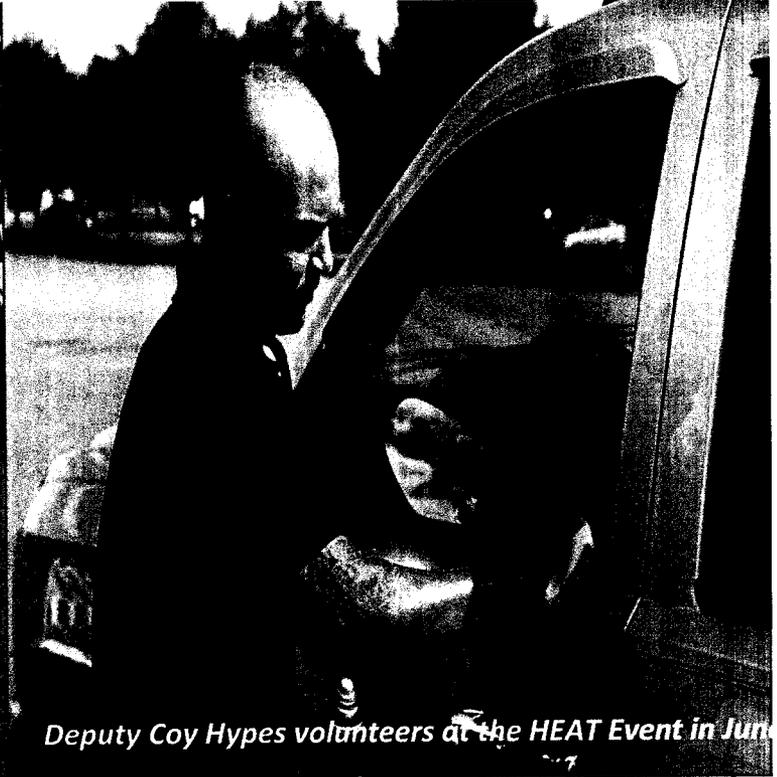
Under the direction of Captain James Ferguson, deputies tugged their way to another first place victory at the Tug for Tots event in support of CHIP of Roanoke Valley.

Deputies participated in the Relay for Life and the Law Enforcement Torch Run, raising funds and awareness for the American Cancer Society and Special Olympics, respectively.

Support of our community will continue to be a key focus of the Roanoke City Sheriff's Office.



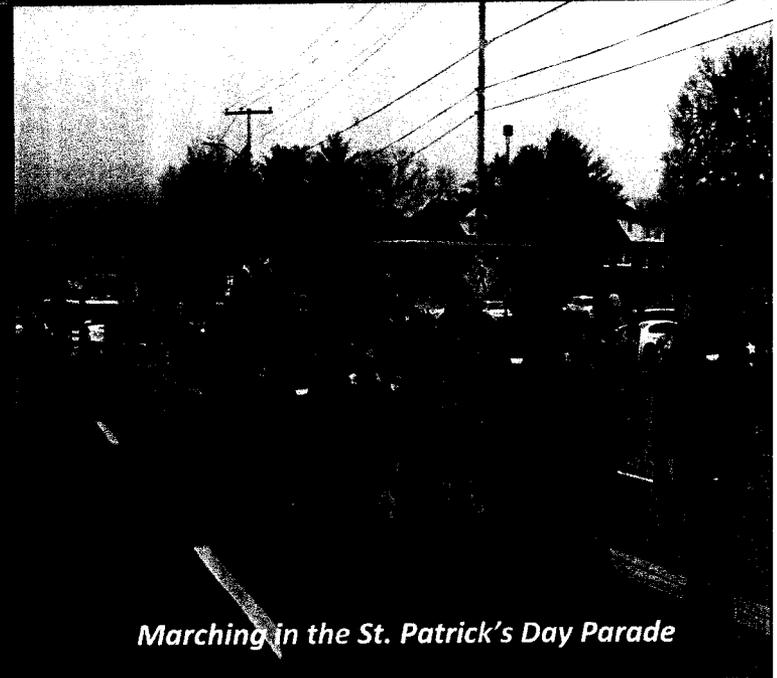
*Color Guard marches at the Black History Heritage Parade*



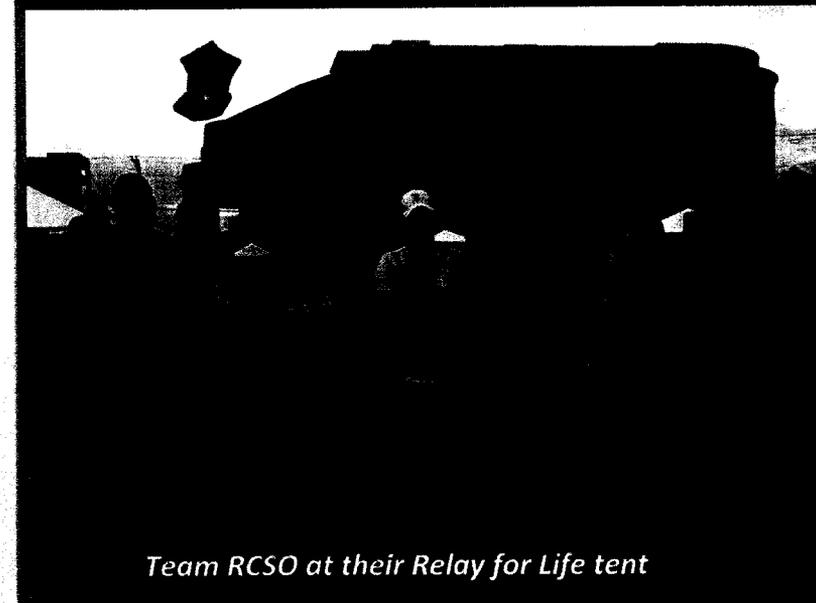
*Deputy Coy Hypes volunteers at the HEAT Event in June*



*The RSCO Team prepares for another Tug For Tots*



*Marching in the St. Patrick's Day Parade*



*Team RSCO at their Relay for Life tent*



*Sheriff Allen hands out trophies at the Golf Tournament*

# Citizens Academy 2014

In 2014 the Roanoke City Sheriff's Office completed its third Citizens Academy under the direction of Sergeant Nicole Butterworth. The academy provides an opportunity for citizens who live or work in the City of Roanoke to become familiar with the daily operation and responsibilities of the Sheriff's Office.

The Citizens Academy is a six-week interactive program. Citizens Academy participants discover key components of the training and skills required for Sheriff's Deputies to effectively perform their duties. The instruction is comprehensive, covering different areas of the Sheriff's Office each week. Citizens attending the Academy are taught using multiple instructional methods including:

- *Lecture*
- *Interactive/hands-on instruction*
- *Mock scenarios, and*
- *Tours*

Certified Sheriff's Office instructors conduct courses on the following subjects:

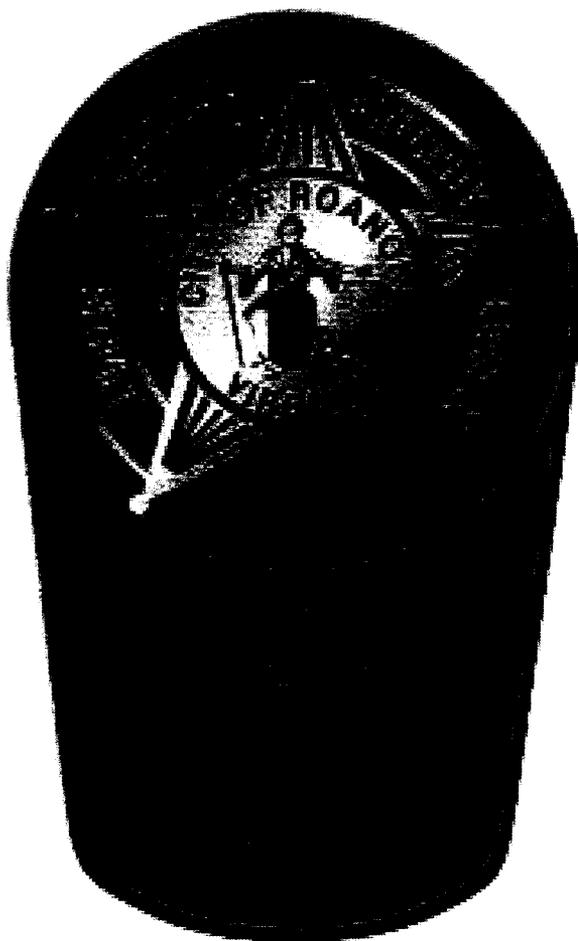
- *Jail history*
- *Functions of a Deputy Sheriff*
- *Jail tour*
- *SWAT Team demonstration*
- *Inmate subculture*
- *Court systems*

- *Tour of Courthouse*
- *Mock Trial*
- *Civil Process*
- *D.A.R.E. Program*
- *Self Defense*
- *Firearms training*

The purpose of the Citizens Academy is to promote and enhance the citizen's understanding and awareness of the role of the Roanoke City Sheriff's Office. The program is designed to develop positive relations between deputies and the community through education. The goal of the program is to create a growing nucleus of responsible, well-informed citizens familiar with the services the Roanoke City Sheriff's Office provides to the community.



*Above: Citizens Academy participants participating in a mock trial at the Roanoke City Courthouse.*



**ROANOKE CITY SHERIFF'S OFFICE**

---

**340 Campbell Avenue SW, Roanoke, VA 24016**

**Phone: 540-853-2941 Fax: 540-853-5353**

**[www.roanokeva.gov/sheriff](http://www.roanokeva.gov/sheriff)**



7.a.1.

# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** March 21, 2016  
**Subject:** Virginia Department of Emergency Management Hazardous Materials Team Grant Acceptance

## **Background:**

Roanoke Fire-EMS serves as the Hazardous Materials Team (Hazmat) for the region. The Virginia Department of Emergency Management (VDEM) allocates funds each year to regional Hazmat Teams for related expenses. VDEM has awarded the City of Roanoke funds in the amount of \$69,400 from the FY 2015 State Homeland Security Program Grant. This grant requires no matching funds from the City. These grant funds will be used to purchase equipment to support the City of Roanoke Hazmat Team.

## **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 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 to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$69,400 into account 35-520-3762 and appropriate \$69,400 into account 35-520-3762.

-----  
Christopher P. Morrill  
City Manager

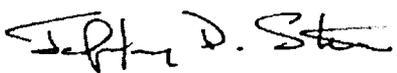
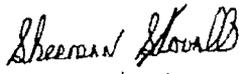
**Distribution:** Council Appointed Officers  
Sherman M. Stovall, Assistant City Manager for Operations  
Barbara A. Dameron, Director of Finance



Virginia Department of  
Emergency Management

Grant Agreement

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  Roanoke City Noel C. Taylor Municipal Building 215 Church Avenue, S.W. Rm 364 Roanoke, VA 24011		4. AWARD NAME: 2015 State Homeland Security Grant	
		5. PROJECT PERIOD: FROM 09/01/2015 TO 03/31/2017 BUDGET PERIOD: FROM 09/01/2015 TO 03/31/2017	
		5. AWARD DATE: February 24, 2016	
2. GRANTEE IRS/VENDOR NO.  54-6001569		7. TOTAL AMOUNT OF THIS AWARD \$ 69,400.00	
		8. FEDERAL AMOUNT OF THIS AWARD \$ 69,400.00	
		9. RECIPIENT NON-FEDERAL COST SHARE REQUIREMENT \$ 0.00	
3. FY 15 HazMat Team Enhancement			
10. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
11. STATUTORY AUTHORITY FOR GRANT  The project is supported under <i>The Robert T. Stafford Disaster Relief and Emergency Assistance act (Public Law 93-288)</i>			
12. METHOD OF PAYMENT Commonwealth of Virginia Accounting System			
<b>AGENCY APPROVAL</b>		<b>GRANTEE ACCEPTANCE</b>	
13. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL  Jeffrey D. Stern Ph.D. State Coordinator		14. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Sherman Stovall Assistant City Manager	
15. SIGNATURE OF APPROVING VDEM OFFICIAL  		16. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL   16A. DATE 2/29/16	



Virginia Department of  
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

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*Award Name* 2015 State Homeland Security Grant *Grant Award Date* February 24, 2016

**SPECIAL CONDITIONS**

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS.
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient must submit a Quarterly Progress Report. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld, if these reports are delinquent. The final Progress Report is due 90 days after the end date of the performance period.
4. In the event VDEM determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
5. The recipient shall not undertake (obligate/expend federal and/or matching funds) any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
6. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for emergency preparedness.

*“Working to Protect People, Property and Our Communities”*



Virginia Department of  
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

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Award Name: 2015 State Homeland Security Grant Grant Award Date: February 24, 2016

7. The recipient agrees that the use of the funds under this grant will be in accordance with the Fiscal Year 2015 guidelines and must support the goals and objectives included in the State Homeland Security Strategy
8. The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
9. The recipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
10. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
11. National Incident Management System Implementation Compliance  

In accordance with HSPD-5, the adoption of the NIMS is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. No federal funds will be released to the primary grantee and any other entity participating and benefiting in this project if this requirement has not been met. In the event of a Corrective Action Plan submitted, VDEM/SAA will determine if the sub-grantee(s) has (have) made sufficient progress to disburse funds.
12. All conferences and workshops using federal preparedness funds must pertain to the project being funded. The recipient agrees to submit a Trip Report when using federal funds to attend a conference or workshop. The Trip Report template can be found at [www.vaemergency.gov](http://www.vaemergency.gov) under Grant Information. These reports must be remitted with your request for reimbursement. Failure to do so will result in a delay of payment until received.
13. Recipients agree that under program guidelines, travel expenses are allowable for approved training, planning, administrative, and exercise activities following local, state, and federal guidelines. Prior to traveling for these activities outside of contiguous United States (OCONUS) as well as to Canada and Mexico, preapproval is required by the state and FEMA through the SAA office.  

Please reference 2 CFR 200.403, in regard to reasonableness when considering requests for travel of this type. Where applicable, you should also reference the following regarding travel: the Western Hemisphere Travel Initiative ([http://www.dhs.gov/files/programs/qc\\_1200693579776.shtm](http://www.dhs.gov/files/programs/qc_1200693579776.shtm)).

*"Working to Protect People, Property and Our Communities"*

OKS

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Virginia Department of Emergency Management HAZMAT Grant to the City from the Virginia Department of Emergency Management, 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:

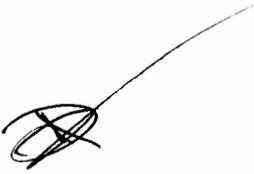
1. The City of Roanoke does hereby accept the Virginia Department of Emergency Management HAZMAT Grant offered by the Virginia Department of Emergency in the amount of \$69,400, with no matching funds from the City, upon all the terms, provisions and conditions relating to the receipt of such funds, as more particularly described in the City Council Agenda Report dated March 21, 2016.

2. The City Manager and the City Clerk are hereby authorized to execute, seal, and attest, respectively, the grant agreement and all necessary documents required to accept the grant, all 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 appropriating funding from the State Homeland Security through the Commonwealth of Virginia Department of Emergency Management (VDEM) for hazardous materials emergency responses and training and development, 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:

Appropriations		
Training and Development	35-520-3762-2044	\$ 6,000
Other Equipment	35-520-3762-9015	63,400
Revenues		
VDEM SHS Haz-Mat FY15	35-520-3762-3762	69,400

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:** March 21, 2016  
**Subject:** Virginia Department of Emergency Management Heavy  
Technical Rescue Grant Acceptance

## **Background:**

Roanoke Fire-EMS serves as the Division 6 Heavy Technical Rescue (HTR) Team in conjunction with Roanoke County Fire & Rescue and Salem Fire-EMS. The Virginia Department of Emergency Management (VDEM) allocates funds each year to regional teams for related expenses. VDEM has awarded the City of Roanoke funds in the amount of \$75,000 from the FY 2015 State Homeland Security Program Grant. This grant requires no matching funds from the City. These grant funds will be used for the purchase of necessary equipment and supplies.

## **Considerations:**

City Council action is needed to formally accept and appropriate these funds and to 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 to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$75,000 into account 35-520-3761 and appropriate funding in the same amount into accounts to be established in the Grant Fund by the Director of Finance.



-----  
Christopher P. Morrill  
City Manager

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



Virginia Department of  
Emergency Management

Grant Agreement

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<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>Roanoke City Noel C. Taylor Municipal Building 215 Church Avenue, S.W. Rm 364 Roanoke, VA 24011</p>	<p>4. AWARD NAME: 2015 State Homeland Security Grant</p>
<p>2. GRANTEE IRS/VENDOR NO.</p> <p>54-6001569</p>	<p>5. PROJECT PERIOD: FROM 09/01/2015 TO 03/31/2017 BUDGET PERIOD: FROM 09/01/2015 TO 03/31/2017</p>
<p>3. FY 15 Heavy Tactical Rescue Team Enhancement</p>	<p>6. AWARD DATE: February 24, 2016</p>
<p>10. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>	<p>7. TOTAL AMOUNT OF THIS AWARD \$ 75,000.00</p>
<p>11. STATUTORY AUTHORITY FOR GRANT The project is supported under <i>The Robert T. Stafford Disaster Relief and Emergency Assistance act (Public Law 93-288)</i></p>	<p>8. FEDERAL AMOUNT OF THIS AWARD \$75,0 00.00</p>
<p>12. METHOD OF PAYMENT Commonwealth of Virginia Accounting System</p>	<p>9. RECIPIENT NON-FEDERAL COST SHARE REQUIREMENT \$ 0.00</p>
<p style="text-align: center;"><b>AGENCY APPROVAL</b></p> <p>13. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL</p> <p>Jeffrey D. Stern Ph.D. State Coordinator</p>	<p style="text-align: center;"><b>GRANTEE ACCEPTANCE</b></p> <p>14. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Sherman Stovall Assitant City Manager</p>
<p>15. SIGNATURE OF APPROVING VDEM OFFICIAL</p> <p><i>Jeffrey D. Stern</i></p>	<p>16. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p> <p><i>Sherman Stovall</i> 16A. DATE 2/29/16</p>



Virginia Department of  
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

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Award Name: 2015 State Homeland Security Grant Grant Award Date: February 24, 2016

**SPECIAL CONDITIONS**

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS.
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient must submit a Quarterly Progress Report. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld, if these reports are delinquent. The final Progress Report is due 90 days after the end date of the performance period.
4. In the event VDEM determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
5. The recipient shall not undertake (obligate/expend federal and/or matching funds) any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
6. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for emergency preparedness.

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 <p>Virginia Department of Emergency Management</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant Agreement</p>	<p>Page 3 of 3</p>
<p><i>Award Name.</i> 2015 State Homeland Security Grant <i>Grant Award Date.</i> February 24, 2016</p>		
<p>7. The recipient agrees that the use of the funds under this grant will be in accordance with the Fiscal Year 2015 guidelines and must support the goals and objectives included in the State Homeland Security Strategy</p>		
<p>8. The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."</p>		
<p>9. The recipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."</p>		
<p>10. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but limited to, the provision of any information required for the assessment or evaluation of any activities within this project.</p>		
<p>11. National Incident Management System Implementation Compliance</p> <p>In accordance with HSPD-5, the adoption of the NIMS is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. No federal funds will be released to the primary grantee and any other entity participating and benefiting in this project if this requirement has not been met. In the event of a Corrective Action Plan submitted, VDEM/SAA will determine if the sub-grantee(s) has (have) made sufficient progress to disburse funds.</p>		
<p>12. All conferences and workshops using federal preparedness funds must pertain to the project being funded. The recipient agrees to submit a Trip Report when using federal funds to attend a conference or workshop. The Trip Report template can be found at <a href="http://www.vaemergency.gov">www.vaemergency.gov</a> under Grant Information. These reports must be remitted with your request for reimbursement. Failure to do so will result in a delay of payment until received.</p>		
<p>13. Recipients agree that under program guidelines, travel expenses are allowable for approved training, planning, administrative, and exercise activities following local, state, and federal guidelines. <b>Prior</b> to traveling for these activities outside of contiguous United States (OCONUS) as well as to Canada and Mexico, <b>preapproval</b> is required by the state and FEMA through the SAA office.</p> <p>Please reference 2 CFR 200.403, in regard to reasonableness when considering requests for travel of this type. Where applicable, you should also reference the following regarding travel: the Western Hemisphere Travel Initiative (<a href="http://www.dhs.gov/files/programs/gc_1200693579776.shtm">http://www.dhs.gov/files/programs/gc_1200693579776.shtm</a>).</p>		

*"Working to Protect People, Property and Our Communities"*

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the FY 2015 State Homeland Security Program Grant to the City from the Virginia Department of Emergency Management, 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 FY 2015 State Homeland Security Program Grant offered by the Virginia Department of Emergency Management in the amount of \$75,000, with no matching funds from the City, to be used to purchase equipment and supplies for the Roanoke Fire-EMS Division 6 Heavy Technical Rescue Team. The grant is more particularly described in the City Council Agenda Report dated March 21, 2016.
2. The City Manager and the City Clerk are hereby authorized to execute, seal, and attest, respectively, the grant agreement and all necessary documents required to accept the grant, all 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.



7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from the State Homeland Security through the Commonwealth of Virginia Department of Emergency Management (VDEM) for Heavy Technical Rescue (HTR) Team for equipment, supplies, and training and development, 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:

Appropriations		
Expendable Equipment (<\$5,000)	35-520-3761-2035	\$ 5,383
Training and Development	35-520-3761-2044	20,279
Wearing Apparel	35-520-3761-2064	17,888
Other Equipment	35-520-3761-9015	31,450
Revenues		
VDEM SHS HTR Team FY15	35-520-3761-3761	75,000

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:** Monday, March 21, 2016

**Subject:** Appropriation of Stormwater Utility Fund Retained Earnings

**Background:**

The Stormwater Utility Fund has \$627,000 in retained earnings. Funding in the amount of \$250,000 can be appropriated to supplement debt funding and Commonwealth of Virginia Revenue Sharing Program funds to address identified stormdrain improvement projects.

**Considerations:**

Council approval is required to appropriate funding from retained earnings.

**Recommended Action:**

Appropriate funding in the amount of \$250,000 to Contractual Services (03-530-3010-8357) to provide funding for stormdrain improvement projects.

-----  
Christopher P. Morrill  
City Manager

**Distribution:** Council Appointed Officers  
Sherman Stovall, Assistant City Manager for Operations



7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Stormwater Utility Fund Retained Earnings to Contractual Services for stormdrain improvement projects, amending and reordaining certain sections of the 2015-2016 Stormwater Utility 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 Stormwater Utility Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Contractual Services	03-530-3010-8357	\$ 250,000
Fund Balance		
Retained Earnings - Available	03-3348	(250,000)

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 COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** March 21, 2016  
**Subject:** Repeal of Budget Ordinance Number 40444-021616

**Background:**

On February 16, 2016, Council approved an amendment to the contract with CONMED, INC. Accompanying the amendment was a budget ordinance that Council adopted. The adopted budget ordinance, Ordinance No. 40444-021616, was unnecessary and should be repealed.

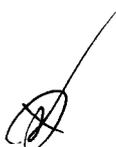
**Recommended Action:**

Repeal the adopted budget Ordinance No. 40444-021616.

A handwritten signature in cursive script that reads "Barbara A. Dameron".

Barbara A. Dameron  
Director of Finance

**Distribution:** Council Appointed Officers  
Sherman M. Stovall, Assistant City Manager for Operations  
Amelia Merchant, Director, Management and Budget



1.b.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE repealing the increase of the medical services expenditure for Roanoke Jail Inmates budget Ordinance No., 40444-021616, adopted February 16, 2016; amending and repealing certain sections of the 2015-2016 General 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 Ordinance No. 40444-021616 is hereby REPEALED and the appropriation for fees and professional services in section 01 140 3310 2010 of the 2015-2016 General Fund Appropriations is hereby REPEALED and DELETED.

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.

8.01



**ROANOKE CITY  
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City

March 21, 2016

School Board

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

*Suzanne P. Moore*  
Chairman

*Lori E. Vaught*  
Vice Chairman

Dear Members of Council:

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

As a result of official School Board action on Tuesday, March 8,  
2016, the Board respectfully requests that City Council approve the  
following appropriation requests:

*Dr. Rita D. Bishop*  
Superintendent

<u>New Appropriation</u>	<u>Award</u>
STEM Teacher Recruitment and Retention Awards 2015-2016	\$84,000.00

*Cindy H. Poulton*  
Clerk of the Board

<u>Revised Appropriations</u>	<u>Additional Award</u>
Title III, Part A, Limited English Proficient 2014-2015	\$200.22
Title III, Part A, Limited English Proficient 2015-2016	\$290.11

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)



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** March 21, 2016  
**Subject:** School Board Appropriation Request

**Background:**

As the result of official Roanoke City School Board action at its March 8, 2016 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

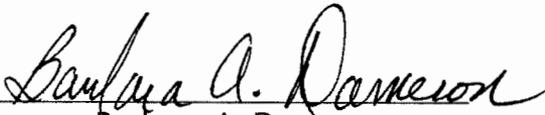
The STEM Teacher Recruitment and Retention Awards 2015-16 grant of \$84,000 provides state funds for classroom teachers in Virginia's public schools for teachers in the science, technology, engineering or mathematics areas who have been reassigned from a fully accredited school to a hard-to-staff school or school not fully accredited, or teachers new to the profession or with up to three years' experience. This program will be fully reimbursed by state funds and end July 30, 2016.

The Title III, Part A, Limited English Proficient 2014-15 grant of \$200 provides federal funding to support programs to improve the education of limited English proficient children and youth by helping them learn English and meet challenging state content and achievement standards. This is a revision to the original award allocation, will be reimbursed by federal funds and will end September 30, 2016. This is a continuing program.

The Title III, Part A, Limited English Proficient 2015-16 grant of \$290 provides federal funds to support programs to improve the education of limited English proficient children and youth by helping them learn English and meet challenging state content and achievement standards. This is a revision to the original award allocation, will be reimbursed by federal funds and will end September 30, 2017. 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 Federal Government and the Commonwealth grants 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		
Bonuses	302-110-0000-0390-327K-61100-41660-3-01	\$ 2,788
Bonuses	302-110-0000-1170-327K-61100-41660-3-01	929
Bonuses	302-110-0000-0400-327K-61100-41660-3-01	41,822
Bonuses	302-110-0000-0210-327K-61100-41660-3-01	18,587
Bonuses	302-110-0000-0280-327K-61100-41660-3-01	9,294
Bonuses	302-110-0000-0230-327K-61100-41660-3-01	4,647
Social Security	302-110-0000-0390-327K-61100-42201-3-01	212
Social Security	302-110-0000-1170-327K-61100-42201-3-01	71
Social Security	302-110-0000-0400-327K-61100-42201-3-01	3,178
Social Security	302-110-0000-0210-327K-61100-42201-3-01	1,413
Social Security	302-110-0000-0280-327K-61100-42201-3-01	706
Social Security	302-110-0000-0230-327K-61100-42201-3-01	353
Materials & Supplies	302-110-1101-0000-137J-61100-46630-3-01	200
Materials & Supplies	302-110-1101-0000-137K-61100-46630-3-01	290
Revenues		
State Grant Receipts	302-110-0000-0000-327K-00000-32400-0-00	\$ 84,000
Federal Grant Receipts	302-000-0000-0000-137J-00000-38365-0-00	200
Federal Grant Receipts	302-000-0000-0000-137K-00000-38365-0-00	290

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:** March 21, 2016

**Subject:** Application by Habitat for Humanity in the Roanoke Valley, Inc., to rezone the properties at 3435 and 0 Melrose Avenue, N.W., bearing Official Tax Nos. 2660120 and 2660106, respectively. The application is to rezone the respective properties from (i) CN, Commercial-Neighborhood District, and (ii) CN, Commercial-Neighborhood District, and R-7, Residential Single-Family District, respectively, to CG, Commercial-General District, with a condition.

### Recommendation

The Planning Commission held a public hearing on Monday, March 14, 2016. By a vote of 4 – 0 (Board Member Mr. Russell recused himself from this item due to a conflict of interest) the Commission recommended approval of the rezoning request, finding that the Original Application is consistent with the City's Comprehensive Plan, *Fairland, Villa Heights Neighborhood Plan*, and Zoning Ordinance as it allows for continued development of the site in a manner appropriate to the surrounding area.

### Application Information

<i>Request:</i>	Rezoning
<i>Owner:</i>	Voice of the Blue Ridge, Inc.
<i>Applicant:</i>	Habitat for Humanity in the Roanoke Valley, Inc.
<i>Authorized Agent:</i>	Maryellen Goodlatte, Glenn Feldmann Darby & Goodlatte
<i>City Staff Person:</i>	Katharine Gray, Land Use and Urban Design Planner
<i>Site Address/Location:</i>	3435 and 0 Melrose Avenue, N.W.
<i>Official Tax Nos.:</i>	2660120 and 2660106
<i>Site Area:</i>	Approximately 7.4082 acres
<i>Existing Zoning:</i>	CN, Commercial-Neighborhood District, and CN and R-7, Residential Single-Family District
<i>Proposed Zoning:</i>	CG, Commercial-General District, with a condition
<i>Existing Land Use:</i>	Office and Vacant
<i>Proposed Land Use:</i>	Retail sales, Office, Contractor shop, and Outdoor storage (with a special exception)
<i>Neighborhood Plan:</i>	Fairland, Villa Heights Neighborhood Plan
<i>Specified Future Land Use:</i>	General commercial and Single and two family residential use
<i>Filing Date:</i>	Original Application: January 21, 2016

## **Background**

The building at 3435 Melrose Avenue, N.W., was built in 1958 and was operated as a bowling alley for several decades. It has most recently been operated as a bingo parlor, eating establishment abutting a residential district, and offices. The adjacent property is developed along Orange Avenue as a parking lot. During the 2005 Comprehensive Rezoning, the property was rezoned from C-2, General Commercial District, and RS-3, Residential Single-Family District, to CN, Commercial-Neighborhood District, and R-7, Residential Single-Family District.

In November 2015, the Applicant met with staff to pursue using the property for a new headquarters for Habitat for Humanity in the Roanoke Valley. The land uses of the organization are: retail sales establishment, office, contractor shop, and outdoor storage. The outdoor storage use is not permitted in the CN District and the applicant must rezone in order for the use to be allowed there.

In January 2016, the Applicant filed an application to rezone the property from CN, Commercial-Neighborhood District, and R-7, Residential Single-Family District, to CG, Commercial-General District, with a condition. The condition limits the uses of the property to those permitted in both the CN and CG zoning districts plus four additional uses permitted only in the CG district.

## **Conditions Requested To Be Adopted by the Applicant**

The property shall be used only for the following uses:

A. The following uses which are permitted of right in both the CN and CG zoning districts:

1. Business service establishment, not otherwise listed
2. Financial institution
3. Laboratory, dental, medical, or optical
4. Medical clinic
5. Office, general or professional
6. Office, general or professional, large scale
7. Animal hospital or veterinary clinic, no outdoor pens or runs
8. Community market
9. Live-work unit
10. Mixed-use building
11. Studio/multimedia production facility
12. Bakery, confectionary, or similar food production, retail
13. Body piercing establishment
14. Dry cleaning and laundry pick-up station
15. General service establishment, not otherwise listed
16. Internet sales establishment
17. Laundromat

18. Motor vehicle rental establishment, without inventory on-site
19. Personal service establishment, not otherwise listed
20. Pet grooming
21. Retail sales establishment, not otherwise listed
22. Tattoo parlor
23. Club, lodge, civic, or social organization
24. Community center
25. Eating establishment
26. Health and fitness center
27. Meeting hall
28. Park or playground
29. Place of worship
30. Theater, movie or performing arts
31. Artist studio
32. Community garden
33. Day care center, adult
34. Day care center, child
35. Educational facilities, business school or nonindustrial trade school
36. Educational facilities, elementary/middle/secondary
37. Educational facilities, school for the arts
38. Fire, police, or emergency services
39. Government offices or other government facility, not otherwise listed
40. Library
41. Museum
42. Post office
43. Broadcasting studio or station
44. Utility distribution or collection, basic
45. Wireless telecommunications facility, stealth
46. Accessory uses, not otherwise listed
47. Outdoor display area

and

B. The following additional uses:

48. Building supplies and materials, retail
49. Contractor or tradesman's shop, general or special trade
50. Outdoor storage (subject to the issuance of a special exception permit)
51. Parking, off-site

**Considerations**

Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	R-7, Residential Single Family District, and ROS, Recreation and open Space District	Vacant; Dwelling, Single Family; Club, lodge, civic, or social organization
South	CN, Commercial-Neighborhood District	Retail Sales Establishment, and Vacant
East	CN, Commercial-Neighborhood District	Place of Worship, and Vacant
West	CN, Commercial-Neighborhood District, and R-7, Residential Single Family District	Retail Sales Establishment with Accessory 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.

Outdoor storage, as an accessory use, has supplemental regulations that must be met to comply with the current zoning ordinance. The regulations preclude outdoor storage areas from any required yard, open-spaces, parking area, and from areas between the primary building façade and the public street.

The concept plan submitted by the applicant shows the outdoor storage in an area meeting these requirements. However since outdoor storage is only permitted by special exception in the CG district, the applicant will have to obtain a special exception from the Board of Zoning Appeals before being able to have outdoor storage on its site.

Additional site development features that are required or regulated by the zoning ordinance are not all shown on the concept plan. These details will be finalized during the development review process.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Fairland, Villa Heights Neighborhood Plan* identify the need for redevelopment of existing commercial properties. The rezoning, with a condition, will allow a new use on the existing developed mostly commercial parcels while protecting the surrounding neighborhood through the special exception process for the outdoor storage.

Relevant *Vision 2001-2020* policies:

ED P6. Commercial development. Roanoke will encourage commercial development in appropriate areas of Roanoke to serve the needs of citizens and visitors.

Relevant *Fairland, Villa Heights Neighborhood Plan* Policies:

Economic Development Policies

Support, retain, and expand business development that is compatible with neighborhood character and scale.

Encourage a mix of commercial uses that will improve the vitality and connectivity of existing neighborhood areas.

The use of the property at 3435 and 0 Melrose Avenue, N.W. has long been one of a commercial nature. It began as a bowling alley in the 1950's and changed to a bingo parlor, eating establishment abutting a residential district, and offices in subsequent decades. Now, a prospective purchaser proposes to redevelop the property into their new headquarters encompassing a retail sales establishment, office, contractor shop, and outdoor storage. The applicant has proposed conditions that keep the land uses very similar to the existing zoning with the exception of four particular uses that allow them to use the parcel fully as their headquarters. Although the future land use map in the neighborhood plan suggests that the one property should be used for general commercial use and the second property should be used for single and two family residential use, the proposed use and concept plan is not unlike the previous commercial uses over the past almost sixty years.

Public Comments:

Mr. Edward Hunter, 5162 N. Lake Drive, owns and rents the property across the street at 3426 Melrose Ave. N.W. He stated in a phone conversation with staff on March 7, 2016, that he has no objections but hopes the project will keep a

good look for the community and will not raise property taxes as he is on a fixed income.

Planning Commission Work Session:

None.

Planning Commission Public Hearing:

None.

*Kermit Hale / tmc*

Kermit Hale, 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  
John Netzel, Voice of the Blue Ridge, Inc.  
Karen Mason, Habitat for Humanity in the Roanoke Valley, Inc.  
Maryellen F. Goodlatte, Glenn Feldmann Darby & Goodlatte

REZ 160001



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

JAN 21 2016

CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT

[Click Here to Print](#)

Date:

Submittal Number:

- 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:

Official Tax No(s):

Existing Base Zoning: (If multiple zones, please manually enter all districts.)  
  With Conditions  Without Conditions

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

Requested Zoning:   With Conditions  Without Conditions  
Proposed Land Use:

Name:  Phone Number:

Address:  E-Mail:

Property Owner's Signature: *John Netzel*  
John Netzel, Executive Director

Name:  Phone Number:

Address:  E-Mail:

Applicant's Signature: *Karen Mason*  
Karen Mason, Executive Director

Name:  Phone Number:

Address:  E-Mail:

Authorized Agent's Signature: *Maryellen F Goodlatte*



[Redacted]

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

[Redacted]

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

[Redacted]

- 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.

[Redacted]

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

[Redacted]

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

[Redacted]

- 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.

[Redacted]

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

[Redacted]

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

[Redacted]

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

[Redacted]

- 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](http://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.

CERTIFICATE

This is to confirm that I am the President of Voice of the Blue Ridge, Inc. (the "Company"), and hereby confirm that John Netzel, as the Executive Director of the Company, is authorized to sign applications and other documents on behalf of the Company which are submitted by Habitat for Humanity in the Roanoke Valley, Inc. ("Habitat") to the City of Roanoke including, but not limited to, the Zoning Amendment Application and the Special Exception Application with respect to the property owned by the Company at 0 and 3435 Melrose Avenue, N.W, which is under contract to Habitat.

Dated this 8<sup>th</sup> day of January, 2016

VOICE OF THE BLUE RIDGE, INC.

By:   
Lila Dickerson

Its: President

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Virginia.gov

CISM1001 OFFICERS/DIRECTORS AND PRINCIPAL OFFICE 01/20/16 13:51:19

CORPORATE ID: 0210957 7 CURRENT AR# 215-15-1463 DATE 10/01/15  
 CORP NAME: VOICE OF THE BLUE RIDGE, INC.

STREET: 3435 MELROSE AVENUE\_\_NW

CITY: ROANOKE STATE: VA ZIP: 24017

S	C		DIR REQUIRED: Y
E	A	OFFICERS/DIRECTORS DISPLAY FOR AR#	215-15-1463
L	T	NAME	TITLE SIGN
B		LILA DICKERSON	PRESIDENT
B		MS DENISE WHITE	VICE PRESIDENT
B		ROBERT W STEVENSON	TREASURER
B		SHANNON MILLER	SECRETARY

Invoice: 15-Corp-0100 - January 20, 14:00:00

CERTIFICATE

This is to confirm that I am the President of Habitat for Humanity in the Roanoke Valley, Inc. (the "Company"), and hereby confirm that Karen Mason, as the Executive Director of the Company is authorized to sign applications and other documents submitted to the City of Roanoke on behalf of the Company including, but not limited to, the Zoning Amendment Application and the Special Exception Application, with respect to Roanoke City Tax Map Parcels 2660106 and 2660120, which the Company has under contract.

Dated this 8<sup>th</sup> day of January, 2016.

HABITAT FOR HUMANITY IN THE ROANOKE  
VALLEY, INC.

By:  \_\_\_\_\_

Michael L. Dame

Its: President

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CISM1001 OFFICERS/DIRECTORS AND PRINCIPAL OFFICE 01/20/16 13:50:59

CORPORATE ID: 0274984 4 CURRENT AR# 215-13-6049 DATE 08/31/15  
CORP NAME: HABITAT FOR HUMANITY IN THE ROANOKE VALLEY, INC.

STREET: 403 SALEM AVENUE

CITY: ROANOKE STATE: VA ZIP: 24016

S	C	DIR REQUIRED:	Y
E	A	OFFICERS/DIRECTORS DISPLAY FOR AR#	215-13-6049
L	T	NAME	TITLE SIGN
B		MICHAEL DAME	PRESIDENT
B		PAUL HENRICKSON	VICE PRESIDENT
B		STEPHANIE LEISER	TREASURER
B		DINAH FERRANCE	SECRETARY
D		JACK WHITE	DIRECTOR

(Screen ID: 1001 - Officers/Directors Inquiry)

## NARRATIVE

Habitat for Humanity in the Roanoke Valley, Inc. ("Habitat") has been part of the Roanoke Valley for 30 years. Since its founding in 1986, Habitat has helped build, renovate, and repair over 200 decent, affordable homes. Habitat is an affiliate of Habitat for Humanity International, which was founded in Americus, Georgia in 1976.

Habitat provides low to moderate income individuals and families with the opportunity to achieve independence by way of successful home ownership. Individuals and families are selected according to need, ability to pay the zero interest, zero profit mortgage, and willingness to invest 300+ hours of sweat equity. Prospective homeowner families' annual incomes must fall between 30-60% of the Roanoke MSA income limits. Applicants are required to prepare a budget, resolve all judgments and liens, and complete a homeowner education curriculum.

Habitat has received numerous awards, including the Roanoke Valley Preservation Foundation Award for outstanding work in rehabilitating historic structures, as well as constructing compatible infill development within historic neighborhoods. The City's Preservation Excellence Award was received for the outstanding renovation of two homes in the Hurt Park neighborhood. Habitat has been recognized by Habitat Virginia as one of the top EarthCraft builders in the Commonwealth. In 2015 Habitat received the Habitat for Humanity Affiliate of the Year Award as part of EarthCraft Virginia's 6<sup>th</sup> Annual Sustainable Leadership Award, the organization's yearly awards presentation to recognize Virginia leaders in the adoption of green, sustainable housing. Sustainable building practices have become part of Habitat's standard operating procedures. Since 2009 all new construction and major rehabilitation projects have received EarthCraft and ENERGY STAR certifications. Specific homeowner benefits as a result of these certifications include savings on operating, health, and repair costs; conservation of resources and energy; improved air and water quality; and enhanced quiet, durability, and comfort.

The acquisition of the Melrose Avenue parcels which are the subject of the rezoning petition will allow Habitat sufficient space for its retail store, offices, classroom and workshop space, as well as the storage of its equipment and building materials. Other than entrance and loading dock changes to facilitate customer, equipment and material access as well as name changes on the existing freestanding and building signage, major changes to the exterior of the building on the property are not anticipated. Additionally, no changes to the parking lot use of the parcel now split zoned are anticipated. The building's primary entrance will continue to be on Melrose Avenue, but the side entrance and loading docks will be reconfigured to allow for level and easy access. As approximately located on the concept plan, a fenced area will be created within which Habitat will store its construction trailers, trucks, and van. Also within the fenced area, Habitat anticipates erecting an accessory structure within which to secure building materials until they can be moved to a house site. Changes to the interior of the building, as illustrated on the enclosed renovation plan prepared by Hughes Associates, place an emphasis on the retail space (ReStore) while providing for Habitat's other space needs.

Relocating from Salem Avenue to Melrose Avenue gives Habitat significantly more space for its retail operations, now constrained by space limitations, making it much more customer-friendly. Additionally, having all its space on one level will vastly improve the functionality of Habitat's operations. Currently, its operations are spread over multiple floors in the Salem Avenue facility.

The segment of Melrose Avenue along which the property is located is within the Fairland, Villa Heights Neighborhood in very close proximity to the Peters Creek North neighborhood. Melrose Avenue, a major arterial street, defines a boundary for both neighborhoods. Both neighborhood plans recognize the commercial nature of Melrose Avenue development. Both neighborhood plans recognize the importance of reusing existing commercial sites. Both neighborhood plans recognize the importance of convenient access to retail establishments to their residents.

Habitat's purchase of the property from Voice of the Blue Ridge, Inc. ("Voice"), another area non-profit organization which serves an important segment of our community, will allow the building to transition from an entertainment use (i.e. bingo parlor) to one with significant retail and office components, uses encouraged by the neighborhood plans. The positive economic activity will not only energize this portion of Melrose Avenue, but will also provide area residents with reasonably priced home improvement materials as well as instructional aid and assistance. With revenues from the bingo operations in the building dwindling, Voice's sale of the property to Habitat provides Voice with critically needed funds to support its mission. This transition of ownership will allow the existing commercial building to be revitalized by the activities and uses proposed by Habitat as well as its investments in the physical structure. And, Habitat's relocation to Melrose Avenue from its current home at 403 Salem Avenue, allows a residential conversion of the Salem Avenue property, continuing that important redevelopment trend for downtown.

**PROFFERS TO BE ADOPTED  
ON  
ROANOKE CITY TAX PARCEL NOS. 2660106 AND 2660120**

The property shall be used only for the following uses:

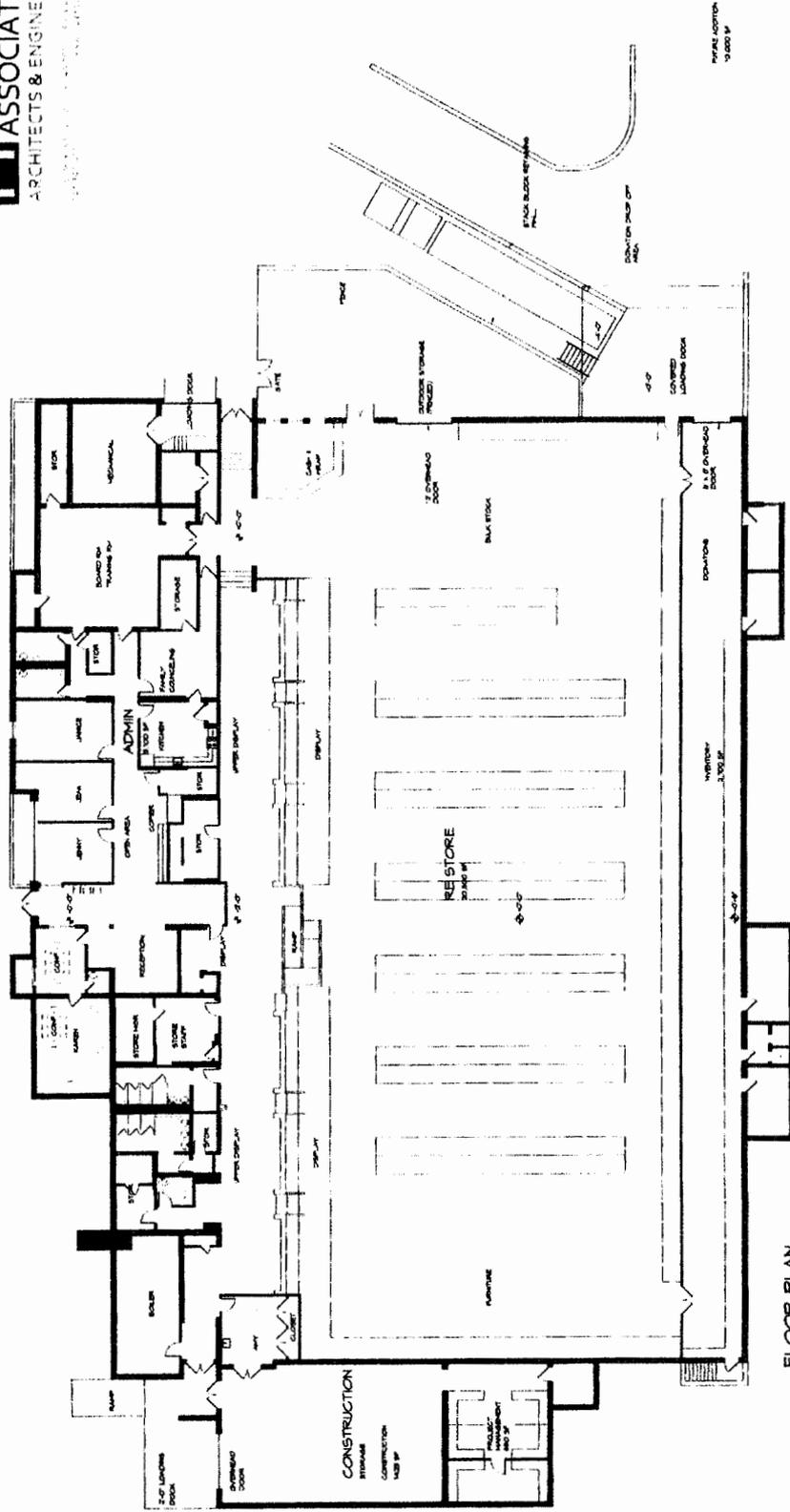
- A. The following uses which are permitted of right in both the CN and CG zoning districts:
1. Business service establishment, not otherwise listed
  2. Financial institution
  3. Laboratory, dental, medical, or optical
  4. Medical clinic
  5. Office, general or professional
  6. Office, general or professional, large scale
  7. Animal hospital or veterinary clinic, no outdoor pens or runs
  8. Community market
  9. Live-work unit
  10. Mixed-use building
  11. Studio/multimedia production facility
  12. Bakery, confectionary, or similar food production, retail
  13. Body piercing establishment
  14. Dry cleaning and laundry pick-up station
  15. General service establishment, not otherwise listed
  16. Internet sales establishment
  17. Laundromat
  18. Motor vehicle rental establishment, without inventory on-site
  19. Personal service establishment, not otherwise listed
  20. Pet grooming
  21. Retail sales establishment, not otherwise listed
  22. Tattoo parlor
  23. Club, lodge, civic, or social organization
  24. Community center
  25. Eating establishment
  26. Health and fitness center
  27. Meeting hall
  28. Park or playground
  29. Place of worship
  30. Theater, movie or performing arts
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  32. Community garden
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44. Utility distribution or collection, basic
45. Wireless telecommunications facility, stealth
46. Accessory uses, not otherwise listed
47. Outdoor display area

and

B. The following additional uses:

48. Building supplies and materials, retail
49. Contractor or tradesman's shop, general or special trade
50. Outdoor storage (subject to the issuance of a special exception permit)
51. Parking, off-site



FLOOR PLAN  
SCALE 3/8" = 1'-0"

Renovation for  
**Habitat for Humanity**  
3435 Melrose Ave NW Roanoke, VA



# ZONING DISTRICT MAP

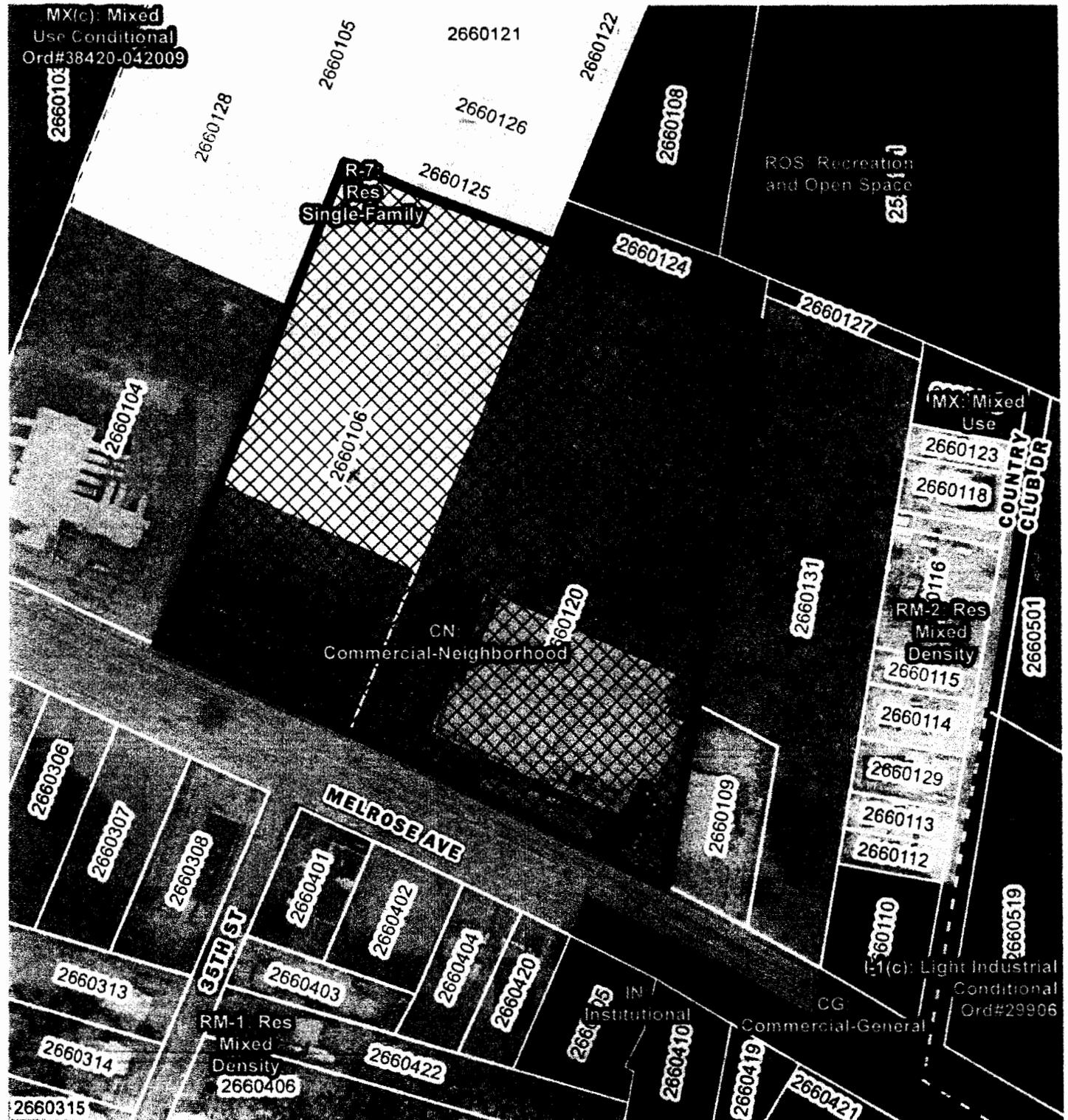
**3435 & 0 Melrose Ave. NW;**  
**Official Tax Parcels: 2660120 &**  
**2660106, respectively**

 Area to be Rezoned

## Zoning

-  AD: Airport Dev
-  CG: Commercial-General
-  CLS: Commercial-Large Site
-  CN: Commercial-Neighborhood
-  D: Downtown
-  I-1: Light Industrial
-  I-2: Heavy Industrial
-  IN: Institutional
-  INPUD: Institutional Planned Unit Dev
-  IPUD: Industrial Planned Unit Dev
-  MX: Mixed Use
-  MXPUD: Mixed Use Planned Unit Dev
-  R-12: Res Single-Family
-  R-3: Res Single-Family
-  R-5: Res Single-Family
-  R-7: Res Single-Family
-  RA: Res-Agricultural
-  RM-1: Res Mixed Density
-  RM-2: Res Mixed Density
-  RMF: Res Multifamily
-  ROS: Recreation and Open Space
-  UF: Urban Flex
-  Conditional Zoning

0 100 200 Feet



3/15/16

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain property located at 3435 and 0 (zero) Melrose Avenue, N.W., from CN, Commercial-Neighborhood District, and CN, Commercial-Neighborhood District and R-7, Residential Single-Family District, to CG, Commercial-General District, subject to a certain condition proffered by the applicant; and dispensing with the second reading of this ordinance by title.

WHEREAS, Habitat for Humanity in the Roanoke Valley, Inc., has made application to the Council of the City of Roanoke, Virginia ("City Council"), to have the property located at 3435 and 0 (zero) Melrose Avenue, N.W., bearing Official Tax Map Nos. 2660120 and 2660106, respectively, rezoned from CN, Commercial-Neighborhood District, and CN, Commercial-Neighborhood District and R-7, Residential Single-Family District, to CG, Commercial-General District, subject to a certain condition;

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 March 21, 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. 2660120 and 2660106, located at 3435 and 0 (zero) Melrose Avenue, N.W., respectively, be, and are hereby rezoned from CN, Commercial-Neighborhood District, and CN, Commercial-Neighborhood District and R-7, Residential Single-Family District, to CG, Commercial-General District, subject to a certain condition proffered by the applicant, as set forth in the Zoning Amendment Application dated January 25, 2016.

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:** March 21, 2016

**Subject:** Application by LSW-HMW Family Limited Partnership to rezone the subject property by repealing the conditions accepted by City Council as part of a previous rezoning at 622 Huntington Boulevard, N.E., bearing Official Tax No. 3280102, and replacing them with other conditions.

## Recommendation

The Planning Commission held a public hearing on Monday, March 14, 2016. By a vote of 5 - 0 the Commission recommended approval of the rezoning request, finding that the Amended Application No. 1 is consistent with the City's Comprehensive Plan, *Williamson Road Area Plan*, and Zoning Ordinance as it amends conditions for the property to allow more uses in a manner respective of the surrounding neighborhood.

## Application Information

<i>Request:</i>	Amendment of Proffered Conditions
<i>Owner:</i>	LSW-HMW Family Limited Partnership
<i>Applicant:</i>	N/A
<i>Authorized Agent:</i>	Daniel F. Layman, Jr., Attorney At Law
<i>City Staff Person:</i>	Katharine Gray, Land Use and Urban Design Planner
<i>Site Address/Location:</i>	622 Huntington Boulevard, N.E.
<i>Official Tax No.:</i>	3280102
<i>Site Area:</i>	Approximately 1.6287 acres
<i>Existing Zoning:</i>	I-1, Light Industrial District, with conditions
<i>Proposed Zoning:</i>	I-1, Light Industrial District, with conditions
<i>Existing Land Use:</i>	Vacant
<i>Proposed Land Use:</i>	Manufacturing: General, not otherwise listed in this table and Outdoor Storage
<i>Neighborhood Plan:</i>	Williamson Road Area Plan
<i>Specified Future Land Use:</i>	Small and Medium Scale Commercial
<i>Filing Date:</i>	Original Application: January 25, 2016 Amended Application No. 1: February 22, 2016

## **Background**

The building at 622 Huntington Boulevard, N.E., was built in 1970 and has operated as a printing press and office, film processing facility, and an industrial equipment repair and parts warehouse. In 2004, the property was rezoned from CN, Neighborhood Commercial District, to LM, Light Manufacturing District, with conditions, to allow for the property to be used for a general storage and warehousing establishment.

In January 2016, the Applicant filed an application to repeal the proffered conditions from 2004 and to replace them with proffered conditions listing the uses in the current zoning ordinance found in in both the CN, Commercial-Neighborhood District, and I-1, Light Industrial District, with the addition of outdoor storage as a use subject to a landscape buffer.

In February 2016, the Applicant amended the application to include the landscape buffer as a separate proffered condition.

## **Conditions Requested To Be Repealed and Adopted by the Applicant**

The applicant hereby requests that ALL of the proffered conditions enacted by Ordinance No. 36625-021704 be repealed as they pertain to Official Tax No. 3280102.

(a) The property will be used only for one or more of the following permitted LM uses (all other LM uses permitted by the ordinance being prohibited as a result of this condition):

(i) Trade and vocational schools of an industrial nature.

(ii) Day care centers with unlimited capacity subject to the requirements of Section 36.1-510 et seq.

(iii) Laboratories and testing facilities not accessory to a specific use, including photographic laboratories, industrial testing facilities and similar uses.

(iv) General storage and warehousing establishments engaged in the storage of miscellaneous merchandise not for sale on the same premises.

(v) Manufacturing establishments primarily engaged in the manufacture, assembly, mixing, processing or other processes related to the creation of new products and including as an accessory use the retail sale of goods manufactured on the premises, where all such manufacturing, assembly, mixing, processing or other processes related to the creation of new products, and retail sales of goods manufactured on the premises, are wholly enclosed in the building.

(vi) General service establishments, excluding the repair or maintenance of motor vehicles and trailers.

(vii) Commercial printing establishments which print newspapers, publications, and other materials.

(b) There shall be no outdoor storage on the property.

The applicant hereby requests that the following proffered conditions be adopted as they pertain to Official Tax No. 3280102:

(1) The property will be used only for one or more of the following permitted I-1 uses (all other I-1 uses permitted by the zoning ordinance being prohibited as a result of this condition):

- Business service establishment, not otherwise listed
- Educational facilities, industrial trade school
- Laboratory, dental, medical or optical
- Laboratory, testing and research
- Office, general or professional
- General service establishment, not otherwise listed
- Animal hospital or veterinary clinic, no outdoor pens or runs
- Studio/multimedia production facility
- Bakery, confectionary, or similar food production, retail
- Dry cleaning and laundry pickup station
- Motor vehicle rental establishment, without inventory on site
- Retail sales establishment, not otherwise listed
- Commercial printing establishment
- Electrical components assembly, wholesale distribution
- Internet sales establishment
- Welding or machine shop
- Workshop
- Manufacturing: General, not otherwise listed
- Warehouse
- Eating establishment
- Health and fitness center
- Artist studio
- Broadcasting studio or station
- Outdoor storage as an accessory use only

(2) Evergreen trees at least five (5) feet tall, meeting the requirements of Table 642-1 in the City of Roanoke Zoning Ordinance, planted in two (2) offset rows on 8-foot centers, shall be established and maintained in a 10-foot buffer strip located adjacent to and within 25 feet of the entire length of any boundary of the property that abuts property in a residential zoning district. The screening trees will be planted within 60 days after the date on which City Council

approves the requested rezoning. No outdoor storage will be allowed between the 10-foot buffer strip and the adjacent residentially zoned district.

## Considerations

### Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	RM-1, Residential mixed Density District	Dwelling, Multifamily; Dwelling, Single Family
South	CN, Commercial-Neighborhood District	Dwelling, Single Family (non-conforming use)
East	I-1, Light Industrial District	Utility Distribution or Collection, Transitional
West	CN, Commercial-Neighborhood District	Gasoline Station; Retail Sales Establishment; and Vacant

### Compliance with the Zoning Ordinance:

The purpose of the I-1 District is to provide for a range of wholesale, warehousing, distribution, storage, repair and service, assembly or processing, fabrication or manufacturing, accessory commercial and office uses, intensive commercial uses, and other types of uses such as flex space. The regulations of the I-1 District are intended to mitigate conflict between adjacent uses within the district and to protect neighboring nonindustrial districts and uses.

The amendment of proffered conditions does not alter the existing physical site with the exception of the new landscape buffer along the residential zoning district boundary to the north of the property. The site will be subject to the dimensional standards of the I-1 district for any future changes. Depending on the location of the proposed outdoor storage area, the property along the CN properties would likely need to be screened as well. The standard screening required in the Zoning Ordinance would be appropriate there if required and could be addressed during development review.

### Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Williamson Road Area Plan* identify the need for redevelopment of existing industrial properties. The amendment of proffered conditions will maintain the existing development pattern while allowing a new use on the parcel.

### Relevant *Vision 2001-2020* policies:

- ED P5. Industrial development. Underutilized and vacant industrial sites will be evaluated and redevelopment encouraged.

Relevant *Williamson Road Area Plan* Policies:

Economic Development Policies

Industrial development and redevelopment will be actively promoted in the industrial district along Plantation Road.

The use of the property at 622 Huntington Boulevard, N.E. has long been one of an industrial nature. It began as a printing press and office in the 1970's and changed to a film processing facility, an industrial equipment repair and parts warehouse, and a general storage and warehousing establishment in subsequent decades. Now, a new tenant proposes to put the vacant property back into service as a manufacturing facility with outdoor storage through the amendment of the existing conditions. They also propose to install a new landscape buffer along the residential zoning district boundary to the north. Although the future land use map in the neighborhood plan suggests that the property should be used for small and medium scale commercial use, the proposed use is not unlike the previous uses over the past almost forty-five years.

Public Comments:

None.

Planning Commission Work Session:

None.

Planning Commission Public Hearing:

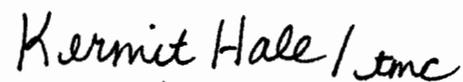
Randolph Abbot, Roanoke County, stated that he owns the property at 631 Drew Avenue. He is concerned that the proposed change in use will bring down the value of his property even with the new tree screening.

Ms. Penn asked if we had heard from any other neighbors.

Staff stated that we had not received any other public comments to date.

Ms. Penn asked what the proposed operating hours would be.

Mr. Layman stated that they would be the normal workday.



Kermit Hale, 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  
Luke Waldrop, LSW-HMW Family Limited Partnership  
Daniel F. Layman, Jr., Attorney At Law



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

FEB 22 2016

CITY OF ROANOKE  
 PLANNING BUILDING &  
 DEVELOPMENT

[Click Here to Print](#)

Date: February 19, 2016

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: 622 Huntington Boulevard, NE, Roanoke, VA 24012

Official Tax No(s): 3280102

Existing Base Zoning: (If multiple zones, please manually enter all districts.) I-1, Light Industrial  With Conditions  Without Conditions

Ordinance No(s), for Existing Conditions (If applicable): 36625-021704

Requested Zoning: I-1, Light Industrial  With Conditions  Without Conditions Proposed Land Use: Manufacturing: General

Name: LSW-HMW Family Limited Partnership Phone Number: +1 (540) 389-0260

Address: 1463 West Main Street, Suite P3, Salem, VA 24153 E-Mail: LS.Luke.Waldrop@Verizon.net

*[Signature]*  
 Property Owner's Signature: *MANAGER of White White Movement Company, LLC, General Partner*

Name: [Redacted] Phone Number: [Redacted]

Address: [Redacted] E-Mail: [Redacted]

Applicant's Signature: [Redacted]

Name: Daniel F. Layman, Jr. Phone Number: +1 (540) 491-9317

Address: 30 Franklin Road, SW, Suite 555, Roanoke, VA 24011 E-Mail: dan@danlaymanlaw.com

*[Signature]*  
 Authorized Agent's Signature:



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

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

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.

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

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

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.

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

Copy of previously adopted Ordinance.

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

Copy of previously adopted Ordinance.

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

- 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](http://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.

NARRATIVE ACCOMPANYING THE ZONING AMENDMENT APPLICATION OF  
LSW-HMW FAMILY LIMITED PARTNERSHIP FOR PROPERTY LOCATED AT 622  
HUNTINGTON BLVD, NE, CITY OF ROANOKE OFFICIAL TAX NO. 3280102.

The applicant is requesting that the existing proffered zoning conditions be amended to (i) bring the list of specifically permitted uses (which were taken from the uses permitted in the LM zoning district under the former zoning ordinance) into harmony with the I-1 district permitted uses under the current zoning ordinance and (ii) delete the condition prohibiting outdoor storage on the property and replace it with a condition permitting outdoor storage as an accessory use, but only with enhanced buffering along the boundary line between this property and the residentially-zoned lots to the north.

The primary purpose for the amendment is to permit outdoor storage. This change is sought in order that the site may be rented to General Truck Body ("GTB"). GTB presently conducts its business at 631 Liberty Road in the City. Its business consists of installing specialized bodies on truck chassis, mounting snow plows and spreader units on trucks, and adding aftermarket accessories such as running boards, lights, hitches and toolboxes. It stores some of these materials outdoors at its current location, and the ability to have outdoor storage at the Huntington Blvd site will enable it to use the majority of the space within the building more efficiently and extensively for its installation and assembly operations.

The existing building has been the site of several different industrial uses since it was originally constructed in 1970, most recently as the headquarters of an underground storage tank supplier and installer. The extensive open area to the east of the building has been used for the parking of delivery and construction vehicles. The ability to use it also for storage of parts and equipment inventory and of vehicles on which assembly has been completed will greatly enhance its value and utility.

The effects of this change on the surrounding neighborhood should not be material. While there are two residences located across Huntington Blvd to the south, they are nonconforming uses in a CN zone. They will nevertheless be protected by construction of a solid 6-foot fence where there currently is no screening at all. The position of the RM-1 zone to the north will actually be improved as a result of this change in conditions, since a 10-foot planted buffer zone will be added where there is currently only minimal "volunteer" vegetation.

\* \* \* \* \*

The requested change in conditions relates to three policies set forth in the City's comprehensive plan: retaining existing jobs, redeveloping underutilized industrial sites, and enhancing the livability of the City's neighborhoods.

GTB has outgrown its current Liberty Road location and must move. It has identified this site as an attractive location, as well as other sites in Roanoke County and Salem, both of which are actively soliciting GTB to move. Increasing the flexibility of this site by permitting outdoor storage will allow GTB, and the jobs it offers, to remain in the City of Roanoke.

This site has not achieved its full potential because of the prohibition against outdoor storage. The proposed storage area is already graveled and ready for use, and it is vastly more extensive than the vehicular parking needed for the building. It thus falls far short of its potential value if it is limited to serving as a parking lot. In addition, the lot lies immediately adjacent to railroad tracks and to a large Appalachian Power substation which dominates the entire vicinity. It is hardly suited to any use other than materials storage.

The livability of the adjoining residential area will be considerably improved by the addition of the enhanced buffer strip that the petitioner is proffering as a condition to the allowance of outdoor storage. Currently there is no screening other than the minimal natural vegetation that has sprung up over the years. The 10-foot-wide evergreen planting buffer zone that will run the entire length of the northern boundary will screen the entire site, both the storage yard and the industrial building, from the adjoining residences.

**METES AND BOUNDS DESCRIPTION OF 622 HUNTINGTON BLVD, NE, CITY OF  
ROANOKE OFFICIAL TAX NO. 3280102:**

**Beginning at an iron on the northerly side of Huntington Boulevard, NE, at the westerly boundary of the property of Appalachian Power Company; thence with the northerly line of Huntington Boulevard, NE, N. 89 degs. 44' 30" W. 205.23 feet to an iron at the southwest corner of Tract "A," the property of Whiting Oil Co.; thence N. 4 degs. 41' W. 327.30 feet, along the easterly lines of Tracts "A" and "B," to a point on the line of the Northfield Addition; thence with the line of the Northfield Addition, N. 89 degs. 12' E. 222.62 feet to a point on the line of the Appalachian Power Company property; thence with said line S. 1 deg. 37' 20" E. 330.37 feet to the place of Beginning, and being known as Tract "C" on the survey for C. F. Kefauver, showing a resubdivision of parts of Lots 20 and 22, and all of Lot 21, Block 9, Huntington Court, made by T. P. Parker on May 4, 1966, and being a portion of Lot 22, Block 9, Map of Huntington Court (Plat Book 1, page 306).**



**CHANGES IN PROFFERED CONDITIONS PROPOSED BY LSW-HMW FAMILY LIMITED PARTNERSHIP FOR 622 HUNTINGTON BLVD, NE, CITY OF ROANOKE OFFICIAL TAX NO. 3280102.**

**PROFFERED CONDITION TO BE REPEALED:**

The applicant hereby requests that ALL of the proffered conditions enacted by Ordinance No. 36625-021704 be repealed as they pertain to Official Tax No. 3280102.

**PROFFERED CONDITIONS TO BE ADOPTED:**

The applicant hereby requests that the following proffered condition be adopted as they pertain to Official Tax No. 3280102:

(1) The property will be used only for one or more of the following permitted I-1 uses (all other I-1 uses permitted by the zoning ordinance being prohibited as a result of this condition):

Business service establishment, not otherwise listed

Educational facilities, industrial trade school

Laboratory, dental, medical or optical

Laboratory, testing and research

Office, general or professional

General service establishment, not otherwise listed

Animal hospital or veterinary clinic, no outdoor pens or runs

Studio/multimedia production facility

Bakery, confectionary, or similar food production, retail

Dry cleaning and laundry pickup station

Motor vehicle rental establishment, without inventory on site

Retail sales establishment, not otherwise listed

Commercial printing establishment

Electrical components assembly, wholesale distribution

Internet sales establishment  
Welding or machine shop  
Workshop  
Manufacturing: General, not otherwise listed  
Warehouse  
Eating establishment  
Health and fitness center  
Artist studio  
Broadcasting studio or station  
Outdoor storage as an accessory use only

(2) Evergreen trees at least five (5) feet tall, meeting the requirements of Table 642-1 in the City of Roanoke Zoning Ordinance, planted in two (2) offset rows on 8-foot centers, shall be established and maintained in a 10-foot buffer strip located adjacent to and within 25 feet of the entire length of any boundary of the property that abuts property in a residential zoning district. The screening trees will be planted within 60 days after the date on which City Council approves the requested rezoning. No outdoor storage will be allowed between the 10-foot buffer strip and the adjacent residentially zoned district.

ST  
2/19/04

**IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,**

**The 17th day of February, 2004.**

**No. 36625-021704.**

**AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 328, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant; and dispensing with the second reading by title of this ordinance.**

**WHEREAS, LSW-HMW Family Limited Partnership has made application to the Council of the City of Roanoke to have the hereinafter described property rezoned from CN, Neighborhood Commercial District, to LM, Light Manufacturing District, subject to certain conditions proffered by the applicant;**

**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 February 17, 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 rezoning;**  
**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 hereinafter described property should be rezoned as herein provided.

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

1. Section 36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 328 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular manner and no other:

That tract of land located at 622 Huntington Boulevard, N.E., containing 1.630 acres, more or less, and designated on Sheet No. 328 of the Sectional 1976 Zone Map, City of Roanoke, as Official Tax No. 3280102, be, and is hereby rezoned from CN, Neighborhood Commercial District, to LM, Light Manufacturing District, subject to the proffers contained in the Second Amended Petition filed in the Office of the City Clerk on January 22, 2004, and that Sheet No. 328 of the 1976 Zone Map be changed in this respect.

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.

VIRGINIA:

IN THE COUNCIL OF THE CITY OF ROANOKE

In re:	Rezoning of a Tract of Land	)	SECOND
	Known as 622 Huntington Blvd,	)	AMENDED PETITION
	NE, bearing City of Roanoke	)	OF LSW-HMW FAMILY
	Official Tax No. 3280102, from	)	LIMITED PARTNERSHIP
	CN, Neighborhood Commercial	)	
	District, to LM, Light Manu-	)	
	facturing District	)	

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

(1) Petitioner LSW-HMW Family Limited Partnership is the owner of a tract of land in the City of Roanoke located on the north side of Huntington Blvd, NE, near its intersection with Plantation Road, NE, containing approximately 1.63 acres, bearing City of Roanoke Official Tax No. 3280102 and known as 622 Huntington Blvd, NE. A portion of City Appraisal Map Number 328 showing this parcel is attached to this petition as Exhibit A.

(2) This lot is presently zoned CN, Neighborhood Commercial District. However, it had been used for light manufacturing purposes as a legal nonconforming use until September 2003, when that status expired because the building had been vacant for two years.

(3) Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, petitioner requests that the above-described parcel be rezoned from CN, Neighborhood Commercial District, to LM, Light Manufacturing District, subject to the conditions set forth in paragraph (6) below.

(4) Since November 1970, when the existing 14,300 square foot industrial building was constructed by Progress Printing Company, this lot has been used successively as a printing plant, a film processing facility, and an industrial equipment repair and parts warehouse. It is located immediately adjacent to railroad tracks and a large electrical energy substation, and just behind retail commercial properties along Plantation Road, NE.

(5) Petitioner believes the property is not conducive to neighborhood commercial use because it is larger than the typical CN uses in the area, does not front on a major commercial street (and indeed is somewhat isolated by topography from customer traffic and the adjoining highway commercial uses), and lies outside of any major commercial district. It is improved with an industrial building, has been used in that manner for over 30 years, and is so dominated by the adjoining substation that its appeal for any other purpose is extremely limited. Petitioner therefore believes that the requested zoning change will afford an opportunity for use of this lot in a manner more consistent with its highest and best use. A site plan showing the configuration of the property and improvements is attached to this petition as Exhibit B.

(6) Petitioner hereby proffers and agrees that if this property is rezoned as requested, the rezoning will be subject to, and petitioner will abide by, the following conditions:

(a) The property will be used only for one or more of the following permitted LM uses (all other LM uses permitted by the ordinance being prohibited as a result of this condition):

- (i) Trade and vocational schools of an industrial nature.
- (ii) Day care centers with unlimited capacity subject to the requirements of Section 36.1-510 et seq.
- (iii) Laboratories and testing facilities not accessory to a specific use, including photographic laboratories, industrial testing facilities and similar uses.
- (iv) General storage and warehousing establishments engaged in the storage of miscellaneous merchandise not for sale on the same premises.
- (v) Manufacturing establishments primarily engaged in the manufacture, assembly, mixing, processing or other processes related to the creation of new products and including as an accessory use the retail sale of goods manufactured on the premises, where all such manufacturing, assembly, mixing, processing or other processes related to the creation of new

products, and retail sales of goods manufactured on the premises, are wholly enclosed in the building.

(vi) General service establishments, excluding the repair or maintenance of motor vehicles and trailers.

(vii) Commercial printing establishments which print newspapers, publications, and other materials.

(b) There shall be no outdoor storage on the property.

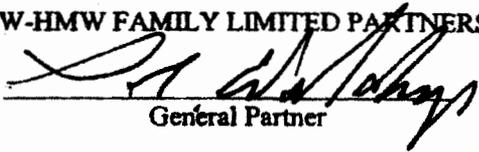
(7) Attached to this petition as Exhibit C is a list of the names and addresses of the owners of all lots immediately adjacent to or across a street from the property to be rezoned, together with the Official Tax Number of each lot.

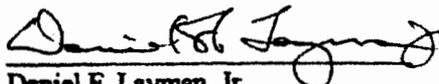
WHEREFORE, petitioner requests that the parcel bearing City of Roanoke Official Tax No. 3280102 be rezoned from CN to LM, with conditions, in accordance with the provisions of the Zoning Ordinance of the City of Roanoke.

Respectfully submitted by petitioner this 19 day of January, 2004.

LSW-HMW FAMILY LIMITED PARTNERSHIP

By

  
General Partner



Daniel F. Layman, Jr.  
Woods Rogers PLC  
P. O. Box 14125  
Roanoke, VA 24038-4125  
(703) 983-7653

Of Counsel for the Petitioner

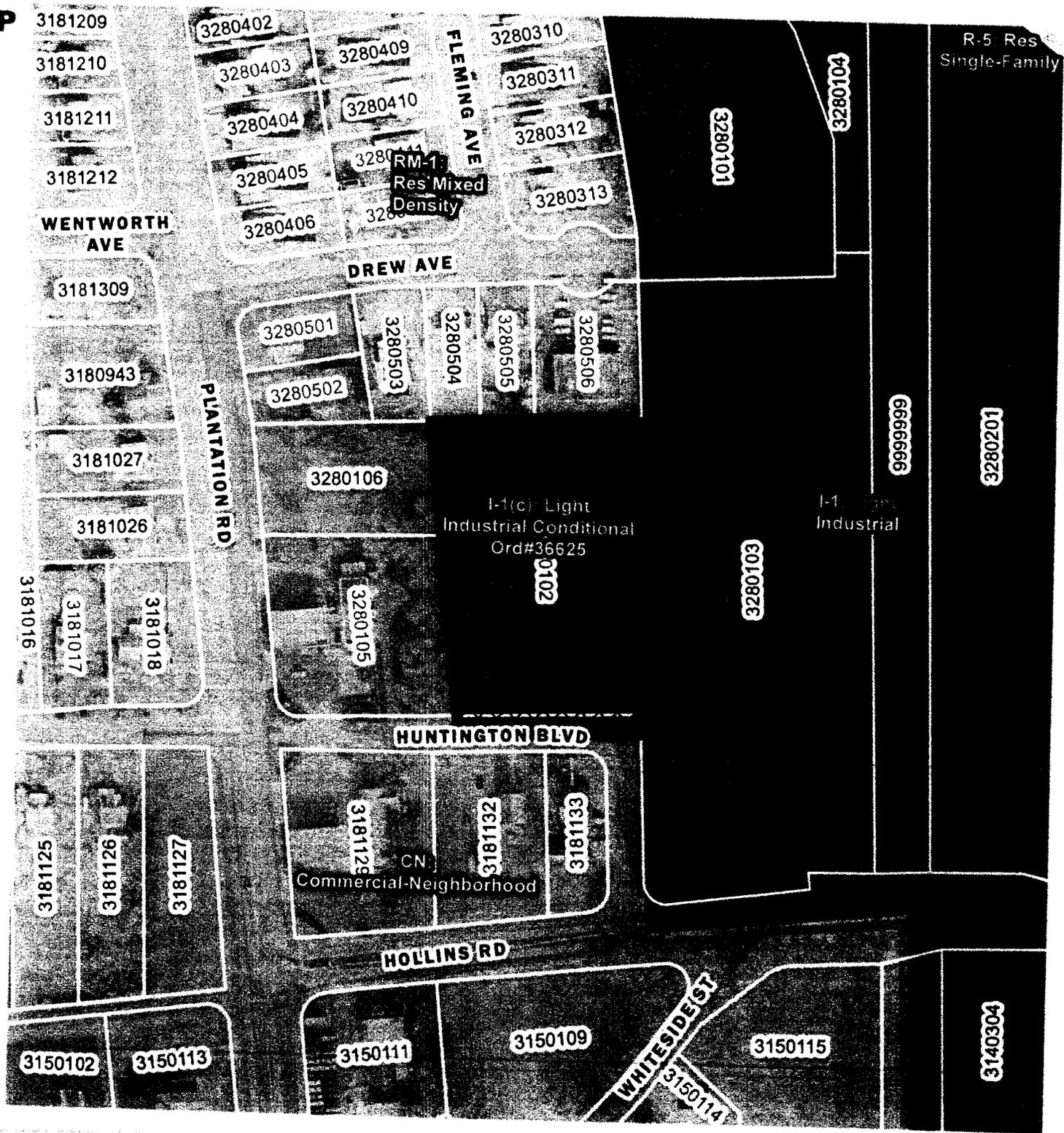
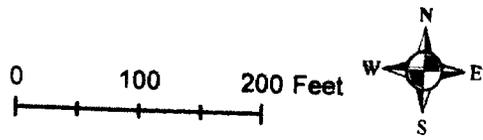
# ZONING DISTRICT MAP

622 Huntington Blvd NE;  
Official Tax Parcel: 3280102

 Area to be Rezoned

## Zoning

-  AD: Airport Dev
-  CG: Commercial-General
-  CLS: Commercial-Large Site
-  CN: Commercial-Neighborhood
-  D: Downtown
-  I-1: Light Industrial
-  I-2: Heavy Industrial
-  IN: Institutional
-  INPUD: Institutional Planned Unit Dev
-  IPUD: Industrial Planned Unit Dev
-  MX: Mixed Use
-  MXPUD: Mixed Use Planned Unit Dev
-  R-12: Res Single-Family
-  R-3: Res Single-Family
-  R-5: Res Single-Family
-  R-7: Res Single-Family
-  RA: Res-Agricultural
-  RM-1: Res Mixed Density
-  RM-2: Res Mixed Density
-  RMF: Res Multifamily
-  ROS: Recreation and Open Space
-  UF: Urban Flex
-  Conditional Zoning



SOT  
3/17/16

B. 2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain property located at 622 Huntington Boulevard, N.E., by repealing proffered conditions presently binding upon such property and proffering new conditions; and dispensing with the second reading of this ordinance by title.

WHEREAS, LSW-HMW Family Limited Partnership has made application to the Council of the City of Roanoke, Virginia ("City Council"), to amend certain conditions presently binding upon a tract of land located at 622 Huntington Boulevard, N.E., being designated as Official Tax Map No. 3280102, which property is zoned I-1, Light Industrial District, with proffers, such proffers being accepted by Ordinance No. 36625-021704, adopted on February 17, 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 March 21, 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 amendment 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 622 Huntington Boulevard, N.E. being designated as Official Tax Map No. 3280102, should be repealed as requested, and that such property be zoned I-1, Light Industrial District, with proffers as set forth in the Zoning Amendment Amended Application No. 1 dated February 19, 2016.

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 Amended Application No. 1 dated February 19, 2016, so that the subject property is zoned I-1, Light Industrial District, with such 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:** March 21, 2016  
**Subject:** A request from the City of Roanoke to vacate two segments of right-of-way along the northern edge of Norfolk Avenue, S.W., and Norfolk Avenue, S.E.

### Recommendation

The Planning Commission held a public hearing on Monday March 14, 2016. By a vote of 5-0 the Commission recommended approval of the vacation of right-of-way, finding the Amended Application No.1 is consistent with the City's Comprehensive Plan as it supports the development of passenger rail service. Vacation should be subject to the following conditions:

1. The City shall submit a subdivision plat to the Agent for the Planning Commission, receive all required approvals of, and record the plat with the Clerk of the Circuit Court for the City of Roanoke. Such plat shall retain appropriate easements for the installation and maintenance of any and all existing utilities that may be located within the right-of-way, including the right of ingress and egress.
2. Upon meeting all conditions to the granting of the application, the City shall deliver a certified copy of this ordinance for recordation to the Clerk of the Circuit Court of Roanoke, Virginia, indexing the same in the name of the City of Roanoke, Virginia, as Grantor, and in the name of Norfolk Southern Railway Company, and the names of any other parties in interest who may so request, as Grantees. The City shall pay such fees and charges as are required by the Clerk to effect such recordation.
3. Upon recording a certified copy of this ordinance with the Clerk of the Circuit Court of the City of Roanoke, Virginia, the City shall file with the Engineer for the City of Roanoke, Virginia, the Clerk's receipt or other document acceptable to the Engineer for the City of Roanoke, demonstrating that such recordation has occurred.
4. If the above conditions have not been met within a period of one year from the date of adoption of this ordinance, then such ordinance shall be null and void with no further action by City Council being necessary.

## Application Information

<i>Request:</i>	Vacation of ROW along Norfolk Ave.
Adjoining Owner/applicant	City of Roanoke and Norfolk Southern
City Staff Person:	Wayne Leftwich
Site Address/Location:	Portions of Norfolk Ave between 2 <sup>nd</sup> Street SW and Williamson Road SE
Official Tax Nos. of adjoining properties:	9999999 (Norfolk Southern)
Site Area:	Two segments totaling approximately 0.4 acres
Existing Zoning:	D, Downtown District
Existing Land Use:	Edge of street, sidewalk, planting strip, & Rail Walk.
Proposed Land Use:	Passenger train platform and retaining wall.
Neighborhood Plan:	Outlook Roanoke
Specified Future Land Use:	Mixed Use
Filing Date:	Application submitted June 29, 2015, finalized with revised plat on January 25, 2016

## Background

The Virginia Department of Rail and Public Transportation (DRPT) had entered into an agreement with Norfolk Southern Railway Company (NSR) to support new passenger service between Lynchburg, Virginia and Roanoke, Virginia. The Intercity Passenger Service will be initially operated by Amtrak under agreement with the DRPT, and will operate on NSR trackage through an amendment to the Off-Corridor Operating Agreement between NSR and Amtrak. NSR will design and construct the infrastructure improvements necessary to support this Intercity Passenger Service.

The City of Roanoke is working with Norfolk Southern to vacate a portion of the Norfolk Avenue right of way (ROW). The ROW will be used to support the new passenger station track adjacent to existing NSR mainline track in downtown Roanoke and provide space for the adjacent high level passenger platform.

The segment of Norfolk Avenue, S.W., adjacent to Norfolk Southern right-of-way that will be vacated includes an approximate 0.32 acre area extending from 2nd Street, S.W., to South Jefferson Street that is approximately 985 feet in length and varying from 3.5 feet to 27 feet in width. This portion of ROW will be used for the platform that will be approximately 850' in length in order to accommodate a one locomotive and nine passenger car train length. The platform will be 14-feet wide from the east end to the overhead MLK pedestrian bridge. The platform will be 12-feet wide for the remaining length of platform to the west side of the MLK Bridge. Due to site restrictions, the platform will encompass the existing MLK Bridge Pier. Due to track geometry constrains, only a minimum 3'-1" of platform will exist between the track and the north side

bridge pier. Therefore, 10-feet of platform will exist behind the bridge pier for pedestrians to safely traverse the entire length of platform. The proposed platform will contain a canopy to cover 2/3 of the platform length.

The segment of Norfolk Avenue, S.E., adjacent to Norfolk Southern right-of-way that will be vacated includes an approximate 0.07 acre area extending both east and west from the intersection of Norfolk Avenue, S.E., and Market Street, S.E., that is approximately 445 feet in length and approximately 6.5 feet in width. This portion will be used for a retaining wall to support the additional passenger station track.

**Considerations**

The platform will impact the existing two-way Norfolk Avenue roadway between Jefferson St. and the overhead MLK pedestrian bridge. Therefore, Norfolk Ave. will be modified into a one-way, eastbound roadway for the length extending from 1<sup>st</sup> Street S.W. (MLK Pedestrian Bridge), to Jefferson Street S.E. The platform will also impact the existing Rail Walk and the City Engineering division will work closely with the Parks and Recreation department to relocate the items along this walk as necessary.

Surrounding Zoning and Land Use:

	<i>Zoning District</i>	<i>Land Use</i>
<i>North</i>	D, Downtown District	Railway
<i>South</i>	D, Downtown District	Office, Commercial, Services, Residential, Parking, Mixed
<i>East</i>	D, Downtown District	Office, Commercial, Services, Residential, Parking, Mixed
<i>West</i>	D, Downtown District	Office, Commercial, Services, Residential

Compliance with the Zoning Ordinance:

The zoning map will not be impacted by the vacation.

Conformity with the Comprehensive Plan and Neighborhood Plan:

*Vision 2001-2020* encourages a transportation system that is an integrated, multi-modal network and specifically supports pursuing passenger rail service. *Outlook Roanoke*, the current Downtown Plan, discusses the potential for passenger rail service as well. This vacation will help further the goals of Vision 2001-2020 and Outlook Roanoke.

### Public Utilities:

The Western Virginia Water Authority (WVWA), Roanoke Gas, Appalachian Power and Verizon do not oppose the proposed closure. Appalachian Power currently has a street light along this corridor that they must continue to maintain. Verizon has a manhole in the intersection of S. Jefferson and Norfolk. From this manhole, they have a bank of 6 ducts going underneath the NS tracks across to Shenandoah Avenue, N.W. They do not feel there is any conflict but wanted the planners of the project to be aware of their facilities in the area.

### City Department Comments:

The Economic Development Department supports the approval of this application. The requested change will allow the construction of a platform for passengers using the Amtrak trains that will be loading and unloading at this location in the future. Passenger rail service will be beneficial to the economic development of Roanoke.

### Planning Commission Work Session:

The Rail Walk was discussed, and the Engineering division discussed that they would work with the Parks and Recreation department to have items relocated as necessary.

### Public Comments:

Mr. N.J. Kilby, 129 Norfolk Ave. SW, e-mailed questions regarding vehicular access behind Warehouse Row, the future of the existing chain link fence, and the location of the platform. Staff responded with answers and Mr. Kilby attended the Planning Commission hearing.

Mr. Jim Leonard, 127 Norfolk Ave. SW, came to meet with staff prior to the Planning Commission hearing with questions regarding the width of the ROW vacation behind his business in relation to the existing chain link fence. Jim Leonard attended the Planning Commission hearing.

### Planning Commission Public Hearing

Mr. Robin Leonard asked if there would continue to be ingress and egress behind Warehouse Row.

Mr. Dan Layman, representing Mr. Lampros, asked about the width and direction of Norfolk Avenue between 1<sup>st</sup> Avenue and Jefferson following the vacation.

Mr. N.J. Kilby thanked staff for submitting information via e-mail but still had some concerns on the affect to property values.

The City Engineering staff discussed that access behind Warehouse Row will remain open, except during a period of time during construction, and the wall of the platform will replace the existing chain link fence. The section of Norfolk Avenue between 1<sup>st</sup> and Jefferson will be 12 feet wide and will be changed to one-way eastbound.

*Kermit Hale / tmc*

---

Kermit Hale, 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  
Priscilla Cygielnik, Civil Engineer II  
Phil Schirmer, City Engineer



STEPHANIE M. MOON REYNOLDS, MMC  
City Clerk

**CITY OF ROANOKE  
OFFICE OF THE CITY CLERK**

215 Church Avenue, S. W., Room 456  
Roanoke, Virginia 24011-1536

Telephone: (540) 853-2541

Fax: (540) 853-1145

E-mail: [clerk@roanokeva.gov](mailto:clerk@roanokeva.gov)

CECELIA F. MCCOY  
Deputy City Clerk

CECELIA T. WEBB, CMC  
Assistant Deputy City Clerk

March 10, 2016

Tina Carr, Secretary  
City Planning Commission  
Roanoke, Virginia

Dear Ms. Carr:

Pursuant to Chapter 30 – Streets and Sidewalks, Article I, Section 30-14 – Procedure for altering or vacating city streets or alleys, fees therefor, Code of the City of Roanoke (1979), as amended, I am attaching a copy of an Amended Application for Street or Alley Vacation received in the City Clerk's Office on March 10, 2016, from the City of Roanoke requesting that a portion of right of way along the northern edge of Norfolk Avenue, beginning at 2<sup>nd</sup> Street, S. W. and continuing easterly to approximately 200 feet east of Market Street, S. E.

Sincerely,

Stephanie M. Moon Reynolds, MMC  
City Clerk

Enclosure

pc: The Honorable Mayor and Members of the Roanoke City Council  
Susan S. Lower, Director, Real Estate Valuation  
Philip C. Schirmer, City Engineer  
Daniel J. Callaghan, City Attorney  
Steven J. Talevi, Assistant City Attorney

**RECEIVED**

MAR 10 2016

CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT



# APPLICATION STREET OR ALLEY VACATION

Date: March 8, 2016

To: Office of the City Clerk  
Fourth Floor, Noel C. Taylor Municipal Building  
215 Church Avenue, S.W.  
Roanoke, VA 24011  
Phone: (540) 853-2541 Fax: (540) 853-1145

Original Application  
 Amended Application  
No. 1

**All submittals must be typed and include all required documentation and a check for the filing fee.**

**Application is hereby submitted for street or alley vacation for the property located at:**

Location and description of street or alley to be closed: \_\_\_\_\_  
A portion of right of way along the northern edge of Norfolk Avenue, beginning at 2nd Street, S.W. and continuing easterly to approximately 200'  
east of Market Street, S.E. The approximate area to be vacated is shown on the attached plot.

Proposed use of vacated street or alley: \_\_\_\_\_  
The vacated portion of right of way will allow the construction of a platform between Jefferson Street and 2nd Street and a retaining wall near  
Market Street for the purpose of bringing Amtrak rail service which is slated to begin in 2017.

Name of Applicant/Contact Person: City of Roanoke

Mailing Address: 215 Church Avenue, S.W. Room 364

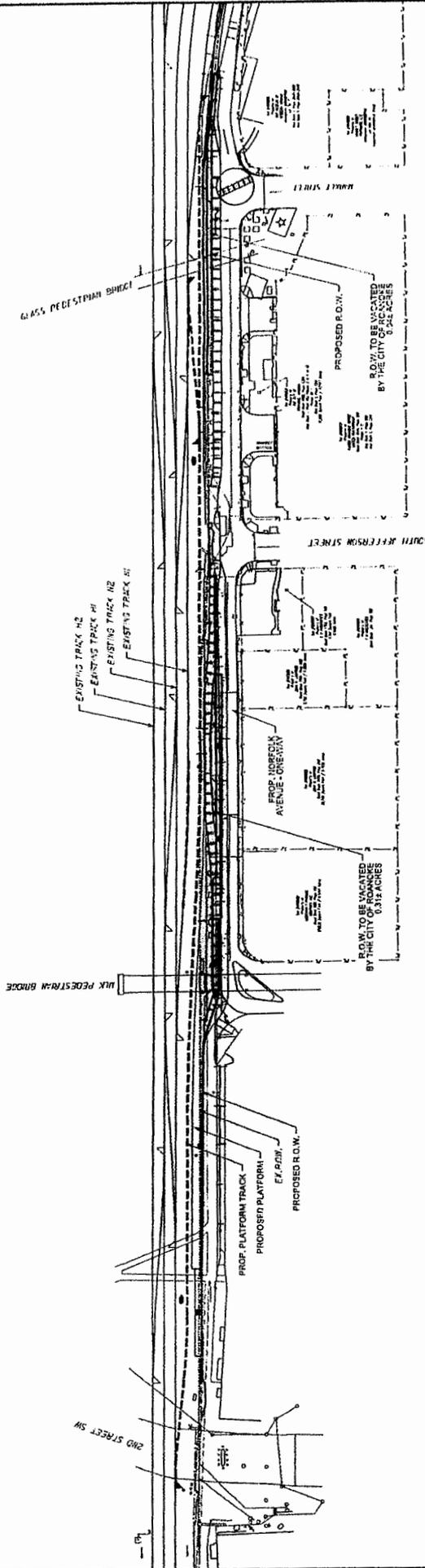
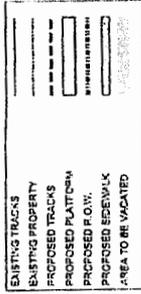
Telephone: ( ) 540 853-2333 Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

Applicant(s) signature(s): 

CITY OF ROANOKE, VIRGINIA

**PRELIMINARY**

NOTE:  
EXISTING PROPERTY SHOWN IS BASED ON THE SURVEY PERFORMED BY LINDSEY ASSOCIATES, P.C. BETWEEN  
1998 AND 2001.  
PROPOSED R.O.W. SHOWN IS SUBJECT TO CHANGE BASED ON THE FINAL DESIGN.



SCALE: 1" = 50'

**NORFOLK SOUTHERN**  
NORFOLK SOUTHERN RAILWAY COMPANY  
MEMPHIS, TENNESSEE

**CROUCH ENGINEERING**  
428 WILSON PIKE CIRCLE  
BRENTWOOD, TN 37027  
PHONE: (615) 791-0630

DATE: 10/15/15  
DRAWN: [unintelligible]  
CHECKED: [unintelligible]  
PROJECT: [unintelligible]

BRANCKE, VIRGINIA  
AS-COURT APPLICANT: BRANCKE, VIRGINIA AND 240-115  
PELHAM, VIRGINIA

NO. 11  
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NO. 100

TD-2015-104-PRE

# NORFOLK AVE. ROW VACATION

Zoning Map

1-1 Light  
Industrial

Proposed ROW  
Vacation

Proposed ROW  
Vacation

Proposed ROW  
Vacation

1-2 Heavy  
Industrial

D. Downtown

551  
3/16/16

B.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE permanently vacating, discontinuing and closing two (2) segments of public right-of-way along the northern edge of Norfolk Avenue, S.W., and Norfolk Avenue, S.E., as more particularly described hereinafter; and dispensing with the second reading of this ordinance by title.

WHEREAS, the City of Roanoke filed an application with the Council of the City of Roanoke, Virginia ("City Council"), in accordance with law, requesting City Council to permanently vacate, discontinue and close a portion of a certain public right-of-way described hereinafter;

WHEREAS, the City Planning Commission, after giving proper notice to all concerned as required by Section 30-14, Code of the City of Roanoke (1979), as amended, and after having conducted a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held on such application by City Council on March 21, 2016, after due and timely notice thereof as required by Section 30-14, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on such application;

WHEREAS, it appearing from the foregoing that the land proprietors affected by the requested closing of the subject public right-of-way have been properly notified; and

WHEREAS, from all of the foregoing, City Council considers that no inconvenience will result to any individual or to the public from permanently vacating, discontinuing and closing such public right-of-way.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke, Virginia, that the public right-of-way situate in the City of Roanoke, Virginia, and more particularly described as follows:

An approximately 0.32 acre segment of Norfolk Avenue, S.W., extending from 2<sup>nd</sup> Street, S.W., to South Jefferson Street, approximately 985 feet in length and varying from 3.5 to 27 feet in width, and an approximately 0.07 acre segment of Norfolk Avenue, S.E., extending both east and west from the intersection of Norfolk Avenue, S.E., and Market Street, S.E., approximately 445 feet in length and 6.5 feet in width.

be, and is hereby permanently vacated, discontinued and closed, and that all right and interest of the public in and to the same be, and hereby is, released insofar as City Council is empowered so to do with respect to the closed portion of the right-of-way, reserving however, to the City of Roanoke and any utility company or public authority, including, specifically, without limitation, providers to or for the public of cable television, electricity, natural gas, telephone service, or stormwater, an easement for sanitary sewer and water mains, television cable, electric wires, gas lines, telephone lines, stormwater facilities, and related facilities that may now be located in or across such public right-of-way, together with the right of ingress and egress for the maintenance or replacement of such lines, mains or utilities, such right to include the right to remove, without the payment of compensation or damages of any kind to the owner, any landscaping, fences, shrubbery, structure or any other encroachments on or over the easement which impede access for maintenance or replacement purposes at the time such work is undertaken; such easement or easements to terminate upon the later abandonment of use or permanent removal from the above-described public right-of-way of any such municipal installation or other utility or facility by the owner thereof.

BE IT FURTHER ORDAINED that the City shall submit to the Subdivision Agent, receive all required approvals of, and record with the Clerk of the Circuit Court for the City of Roanoke, a subdivision plat, with such plat combining all properties which would otherwise

dispose of the land within the right-of-way to be vacated in a manner consistent with law, and retaining appropriate easements, together with the right of ingress and egress over the same, for the installation and maintenance of any and all existing utilities that may be located within the right-of-way.

BE IT FURTHER ORDAINED that the City shall, upon meeting all other conditions to the granting of the application, deliver to the Clerk of the Circuit Court of the City of Roanoke, Virginia, a certified copy of this ordinance for recordation where deeds are recorded in such Clerk's Office, indexing the same in the name of the City of Roanoke, Virginia, as Grantor, and in the name of Norfolk Southern Railway Company, and the names of any other parties in interest who may so request, as Grantees, and pay such fees and charges as are required by the Clerk to effect such recordation.

BE IT FURTHER ORDAINED that the City shall, upon a certified copy of this ordinance being recorded by the Clerk of the Circuit Court of the City of Roanoke, Virginia, where deeds are recorded in such Clerk's Office, file with the City Engineer for the City of Roanoke, Virginia, the Clerk's receipt or such other document acceptable to the City Engineer for the City of Roanoke, demonstrating that such recordation has occurred.

BE IT FURTHER ORDAINED that if the above conditions have not been met within a period of one year from the date of the adoption of this ordinance, then such ordinance shall be null and void with no further action by City Council being necessary.

BE IT FINALLY ORDAINED that 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:** March 21, 2016  
**Subject:** Sale of City-Owned Property Located in Coyner Springs Area of Botetourt County, bearing Parcel ID Nos. 108(9)1B and 108(9)1A

### Background:

Straight Street Roanoke Valley, Inc. (Buyer) has expressed interest in acquiring two City-owned properties located in the Coyner Springs area of Botetourt County, a 6.92 acre parcel (Parcel ID No. 108(9)1B) which contains the former Crisis Intervention Center and an adjacent 23.48 acre parcel site (Parcel ID No. 108(9)1A) which is currently vacant (collectively, Property). Buyer intends on renovating the 6,500 square foot former Crisis Intervention Center for the treatment and care of girls who are victims of human trafficking, runaway or homeless teenage children regardless of gender. The City closed the Crisis Intervention Center in 2010.

Buyer proposes to obtain the property from the City for a nominal fee (\$10.00) subject to specific performance-based terms and conditions of a Contract for Purchase and Sale of Real Property (Contract). The performance terms and conditions of the proposed Contract would survive closing and require the reimbursement of the respective value of the parcels as set forth in the proposed Contract to the City should the Buyer either sell or transfer an interest in a parcel prior to the end of an initial ten year period beginning with the issuance of a Certificate of Occupancy on the Property. If either of the parcels is sold, or an interest therein is transferred, during a subsequent five year period, the repayment due to the City for the affected parcel would be reduced proportionately annually. For the purposes of the proposed Contract, the value of the land comprising the Property, together with the value of the improvements in their current condition, is \$970,200. The aggregate 2016 assessed value of the land and improvements for both parcels, as determined by Botetourt County is \$1,192,000.

The proposed Contract also requires the Buyer to provide the City written confirmation that it has a funding commitment of at least \$300,000 for the proposed renovation of the existing building on the Property prior to closing. Buyer must also initiate construction on the Property within twelve (12) months of closing, or be in default of the proposed Contract and, in such event, the City may recover title to both Parcel 1B and 1A, free and clear of any liens and encumbrances. The Buyer must complete construction within twenty-four (24) months of closing or be found in default of the contract which would allow the

City to recover a performance security of \$25,000 and require the re-conveyance of Parcel 1A, the 23.48 acre portion of the Property, to the City.

A public hearing is required prior to City Council authorizing execution of the contract for the conveyance of the City-owned property. A copy of the proposed Contract and related exhibits is attached to this report for the City Council's information.

**Recommended Action:**

Absent comments at the public hearing to the contrary, adopt the attached ordinance authorizing the City Manager to execute a Contract substantially similar to the one attached to this report, and to execute such other documents and to take such further actions as may be necessary to implement, administer, and enforce such Contract. All documents are subject to approval as to form by the City Attorney.



CHRISTOPHER P. MORRILL  
City Manager

Attachment

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

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

This Contract For Purchase and Sale of Real Property (Contract) is dated \_\_\_\_\_, 2016, by and between the City of Roanoke, Virginia, a Virginia municipal corporation (Seller or City), and Straight Street Roanoke Valley, Inc., a Virginia corporation (Buyer).

**RECITALS:**

WHEREAS, Seller is the owner of (i) a parcel of real property, together with buildings and improvements thereon, consisting of approximately 6.928 acres of land, situate on Coyner Springs Road, Botetourt County, Virginia and bearing Official Tax Map No. 108(9)1B (Parcel 1B); and (ii) a parcel of real property, together with any buildings and improvement thereon, consisting of approximately 23.48 acres of land, situated on Coyner Springs Road, Botetourt county, Virginia, and bearing Official Tax Map No, 108(9)1A (Parcel 1A), Parcel 1B and Parcel 1A are more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Parcel 1B and Parcel 1A are more particularly described and depicted on a plat of survey titled "Plat of Survey Showing the Minor Subdivision for City of Roanoke" dated \_\_\_\_\_, 2012, and recorded in the Clerk's Office of the Circuit Court of the County of Botetourt, Virginia (Plat);

WHEREAS, Seller is desirous of selling Parcel 1B and Parcel 1A to Buyer and Buyer is desirous of acquiring Parcel 1B and 1A upon the terms and conditions set forth below;

WHEREAS, Buyer intends to construct facility for the treatment and care of girls who are victims of human trafficking or runaway or homeless teenage children, regardless of gender, as the need may arise through partnerships with and expressly identified by law enforcement and social service agencies, on Parcel 1B and develop and use Parcel 1A for uses supporting or expanding services in furtherance of the services provided on Parcel 1B; and

WHEREAS, Seller will sell Parcel 1B and Parcel 1A to Buyer subject to the terms, conditions, and restrictions set forth in this Contract, if Buyer fails to comply with such terms and conditions, Buyer shall be liable to Seller for the remedies available to Seller as set forth in this Contract.

THEREFORE, for and in consideration of the mutual covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Seller and Buyer hereby agree the above Recitals are hereby incorporated into this Contract and that they further agree as follows:

**SECTION 1. DEFINITIONS.**

Unless the context otherwise specifies or requires, for the purpose of this Contract, the following terms shall have the meanings set forth in this Section:

**Draft Date: 03.07.2016**

**Buyer's Proposal:** Buyer's Proposal refers to the renovation and rehabilitation of the existing former Sanctuary Building located on Parcel 1B for use by Buyer for the Contemplated Use, as more specifically described in letters from the Buyer to the Roanoke Assistant City Manager for Community Development, dated June 28, 2014, and October 22, 2014 (such letters are attached hereto and made a part hereof as Exhibit B).

**Closing:** The consummation of this Contract by Seller's delivery of a Deed to Parcel 1B and 1A to Buyer.

**Closing Date:** The date provided for in Section 10 hereof for the Closing.

**Contemplated Use:** The development of a facility for the treatment and care of girls who are the victims of human trafficking and runaways or homeless teenage children, regardless of gender, as the need may arise through partnerships with and expressly identified by law enforcement and social service agencies.

**Days:** Unless otherwise stated, this term means consecutive calendar days.

**Deed:** The Deed shall be a special warranty deed, subject to all restrictions of record, the provisions of Section 10 which shall be recited in the Deed, and as set forth in the Title Commitment.

**Improvements:** Any and all improvements, and all appurtenances thereto, located on Parcel 1B and 1A at the time of Closing.

**Performance Security:** This term shall have the meaning as set forth in Section 14. C of this Contract.

**Project:** This term means and includes the construction work to be done by Buyer over the course of 24 months after Closing as well as any related and/or connected work that may be required and/or done on any part of Parcel 1B to result in Buyer's Contemplated Use of Parcel 1B, all in accordance with the terms and provisions of this Contract.

**Substantial Completion, Substantially Complete or Completed, or Substantial Conformance:** Development of Parcel 1B by Buyer in accordance with the Contemplated Use of Parcel 1B and Buyer's Proposal and where a permanent certificate of occupancy has been issued to Buyer from the County of Botetourt.

**Title Commitment:** A commitment for title insurance in favor of Buyer for Parcel 1B and 1A to be issued by a Title Company.

**Title Company:** Any nationally recognized title insurance company acceptable to Buyer.

## **SECTION 2. PURCHASE AND SALE OF PROPERTY.**

**Draft Date: 03.07.2016**

- A. Seller agrees to sell Parcel 1B and 1A to Buyer, and Buyer agrees to purchase Parcel 1B and 1A from Seller, upon all the terms, covenants, and conditions set forth in this Contract.
- B. The purchase price for Parcel 1B and 1A (Purchase Price) shall be Ten Dollars (\$10.00) payable in cash or certified check from Buyer to Seller at Closing, together with performance of all other obligations of Buyer as set forth in this Contract.

**SECTION 3. CONDITIONS PRIOR TO CLOSING.**

- A.
  - 1. As a condition precedent to Buyer's obligation to purchase Parcel 1B and 1A or otherwise to perform any obligations provided for in this Contract, Seller, as of the Closing, shall have complied with Seller's obligations, representations and warranties in this Contract, and the fulfillment to Buyer's reasonable satisfaction of Seller's delivery to Buyer on the Closing Date of title to Parcel 1B and 1A and other documents as prescribed in Section 10.
  - 2. As a condition precedent to Seller's obligation to sell Parcel 1B and 1A or otherwise perform any obligations provided for in this Contract, Buyer, as of the Closing, shall have complied with Buyer's obligations, representations, and warranties in this Contract.
- B. Thirty (30) Days prior to the proposed Closing Date, Buyer will provide to Seller, to the Seller's reasonable satisfaction, written confirmation and documentation of commitment for funding of the Project in an amount of at least \$300,000. This obligation may be satisfied by (i) written commitment for financing the costs of the Project by a lender qualified to conduct business within the Commonwealth of Virginia; and/or (ii) donations received by Buyer for the Project, provided that all such donations shall have been received by Buyer and deposited in its accounts, subject to no restrictions or limitations on the use of such donations.
- C. Buyer and/or Seller may, at any time on or before the Closing Date, at its election, waive in writing any of the other party's conditions precedent referenced in this Section 3, and Buyer's and Seller's consummation of the transaction on the Closing Date shall waive all such conditions precedent.
- D. In the event that the Closing has not occurred through no fault of Seller on or before the Closing Date, Seller, by written notice given to Buyer, shall provide Buyer with a ten (10) Day cure period from the Closing Date in which to deliver the Purchase Price and proceed with Closing. If Closing has not occurred within such additional time period through no fault of Seller, this Contract shall automatically be terminated without any further action. In the event of any termination as set forth above, this Contract shall be deemed terminated and of no further force and effect.
- E. Upon the request of Seller, Buyer, its officers, agents, employees, contractors, subcontractors, licensees, designees, representatives and consultants, shall within a

reasonable period of time after receipt of any preliminary or final survey, test results or conclusory reports and environmental opinion statements, deliver copies of same to Seller. If Seller so requests, Buyer shall also turn over copies of raw data obtained and any laboratory and observation reports or analyses. Such copies of all the above shall be provided to Seller without charge.

- F. Buyer, its officers, agents, employees, contractors, subcontractors, licensees, designees, representatives and consultants, shall at all times comply with all applicable federal, state, and local laws, rules, and regulations. Buyer, its officers, agents, employees, contractors, subcontractors, licensees, designees, representatives and consultants, prior to exercising any rights under Section 16, shall obtain, at their cost, any and all required permits and/or licenses for any such work.

#### **SECTION 4. BUYER'S AND SELLER'S OBLIGATIONS.**

A. Obligations at Closing.

1. Seller's Obligations.

At the Closing, Seller agrees to sell to Buyer Parcel 1B and Parcel 1A and deliver the Deed to the Buyer in accordance with the terms of this Contract.

2. Buyer's Obligations.

Buyer agrees and promises that it will do and/or has done the following at or prior to Closing:

- (i) Buyer will purchase Parcel 1B and Parcel 1A from Seller for the Purchase Price of Ten and no/100 Dollars (\$10.00) and will make payment in accordance with the terms of this Contract.
- (ii) Buyer accepts Parcel 1B and Parcel 1A in an "AS IS" condition and acknowledges and agrees that Seller makes no representations or warranties with respect to Parcel 1B and 1A other than what is contained within this Contract. Buyer agrees that Buyer is taking Parcel 1B and Parcel 1A without any warranties or representations from Seller and that Buyer has had sufficient opportunities to fully examine Parcel 1B and 1A.
- (iii) Buyer acknowledges and agrees that title to Parcel 1B and 1A are subject to all liens, encumbrances, and restrictions of record, together with all restrictions set forth in this Contract, including, without limitations, restrictions on the sale, transfer, or conveyance of Parcel 1B and Parcel 1A.

- (iv) Buyer shall provide Seller the Performance Security as set forth in Section 14. C to secure performance of Buyer's obligations pursuant to Section 4 B.2 of this Contract.
- (v) Buyer shall promptly pay for all advertising costs and any related fees or costs connected with this Contract and/or the sale of Parcel 1B and Parcel 1A, including, but not limited to costs for any advertisement of required public hearing(s). Such payment shall be made directly to the entity providing the advertising or other service, or to the City, as the City may direct.
- (vi) Buyer agrees that the conditions and obligations of Buyer under this Contract which are to be performed post-Closing are conditions and obligations that shall be incorporated either directly or by reference in any deed to Parcel 1B and Parcel 1A from Seller to Buyer, shall survive Closing, and shall be binding on Buyer's successors and assigns. These conditions and obligations of the Buyer which survive the Closing shall run with the land. Upon the written request of Buyer after satisfaction of one or more conditions or obligations by Buyer which survived the Closing, the City shall verify satisfaction of such conditions or obligations by Buyer and, upon verification, the City shall execute and deliver to Buyer, within 45 Days after receipt of a written request from Buyer, a document in which the City acknowledges the satisfaction of such conditions or obligations of the Buyer which survived the Closing. Such document shall be in a form suitable for recording in the Clerk's Office of the Circuit Court of the County of Botetourt, Virginia. The form of the document shall be approved by the City Attorney and shall acknowledge satisfaction of only those conditions or obligations of Buyer specifically set forth in such document and shall further provide that all other conditions and obligations of Buyer (except for those previously satisfied and acknowledged by the City in writing) remain in full force and effect. If requested by Buyer, the City shall provide a separate document following the satisfaction of each condition or obligation of the Buyer hereunder. The Buyer shall be responsible for the costs of recording each such document.

**B. Post-Closing Performance Obligations of Buyer.**

Buyer acknowledges and agrees that a part of the consideration for the Seller is the Buyer's commitment to renovate develop, and operate Parcel 1B in accordance with Buyer's Proposal and the performance of this commitment. Buyer agrees to perform each of the following obligations in accordance with the terms and conditions set forth in this Contract.

1. Approval of Project and Commencement of Construction Activities.

- (a) Buyer shall, within 12 months after Closing, have completed all construction drawings and specifications for the construction of the Project, obtained all necessary permits and approvals for the construction of the Project, and commenced Construction Activity for the Project. Buyer will develop Parcel 1B in accordance with Buyer's Proposal. Completion of this development shall be pursued diligently and timely by Buyer and Buyer shall be solely responsible for satisfying its obligations hereunder.
- (b) If Buyer fails to commence Construction Activity within 12 months after Closing, Buyer shall be in default of this Contract and Seller may, at its sole option, acquire Parcel 1B and Parcel 1A in accordance with Section 15 hereof. For the purposes of this subsection "Construction Activity" under this Contract shall mean: Buyer has obtained necessary permits and approval from the County of Botetourt to construct the Project.

2. Substantial Completion of Construction.

- (a) All construction work necessary to complete the Buyer's Contemplated Use of Parcel 1B shall be Substantially Completed within 24 months after the Closing Date.
- (b) In the event that Buyer fails to satisfy its obligations pursuant to Section 4 B. 2(a) hereof, Seller may, at its sole option, exercise its rights to collect the Performance Security, as provided in Section 14. C., and demand reconveyance of Parcel 1A. In the event that Seller exercises its rights hereunder, Buyer shall reconvey Parcel 1A to Seller, free and clear of all liens and encumbrances within 30 Days after Seller makes written demand to Buyer. The rights of Seller hereunder constitute covenants running with the land and shall be prior to all liens created or granted by Buyer or involuntarily attached to, or imposed on, the title to Parcel 1A.

3. Progress reports.

Buyer agrees to and shall provide written quarterly progress reports (which may be by email) to the Seller's Assistant City Manager for Community Development on the 10th Day of the months of January, April, July, and October subsequent to Closing and until Substantial Completion. Such progress reports shall provide the Seller with sufficient information regarding Buyer's status as to performance of Post-Closing activities to meet the terms of this Contract and to alert Seller to any issues, problems, or delays that Buyer has encountered or anticipates Buyer may encounter.

4.. Limitations on Transfer, Sale or Conveyance of any interest in Parcel 1B or Parcel 1A.

- (a) Buyer acknowledges that a part of the consideration for this Contract is the agreement of Buyer to construct, develop, and use Parcel 1B for the Contemplated Use and that Buyer shall use, develop and operate Parcel 1A for purposes that directly support Buyer's Contemplated Use of Parcel 1B. Buyer acknowledges and agrees that any sale, transfer or conveyance of Parcel 1B or Parcel 1A, or any interest therein, during the time periods specified in this Contract, is a material breach of this Contract. Buyer acknowledges and agrees that the remedies provided to Seller herein do not constitute penalties imposed upon the Buyer and are intended to compensate Seller for the damages sustained by Seller as a result of Buyer's material breach of this Contract. Buyer hereby agrees that the remedies provided herein constitute liquidated damages for loss and damages to Seller for Buyer's failure to comply with any of the terms of this Contract. The basis for the compensation to be paid to Seller as liquidated damages specified below are the current value of Parcel 1B and Parcel 1A. Buyer further waives any defense as to the validity of any liquidated damages stated in this Section on the grounds such liquidated damages could be void as penalties or are not reasonably related to actual damages.
- (b) Buyer agrees that under no circumstances shall Buyer transfer, convey, or sell Parcel 1B or Parcel 1A, or any interest therein, from the date on which the Deed is recorded and through and including the date which is 15 years following the issuance of a certificate of occupancy for the Improvements, without the prior written consent of Seller, which consent may be granted or withheld in the sole discretion of Seller. Seller agrees to consent to the sale, transfer or conveyance of Parcel 1B and 1A, in their entirety, to a transferee who agrees in writing with Seller that (i) such transferee shall use Parcel 1B and Parcel 1A for the Contemplated Use; and (ii) all provisions of this Contract, including the provisions of Section 4. B.4 of this Contract, remain in full force and effect and such transferee is subject to all such terms and conditions contained in this Contract.
- (c) Parcel 1B may be used only for the Contemplated Use from the date on which the Deed is recorded and through and including the date which is 15 years following the issuance of the certificate of occupancy for the Improvements. Should Buyer transfer, sell, or convey ownership of Parcel 1B, or any interest in Parcel 1B, at any time from the date on which the Deed is recorded and through and including the initial 10 years following the issuance of the certificate of occupancy for the Improvements for any purpose other than those contained in the preceding sentence, Buyer shall pay to the City the sum of \$553,000. In the event that any sale, transfer, or

conveyance of Parcel 1B, or any interest therein, occurs during the subsequent 5 years, Buyer shall pay to the City the following amount:

- (i) If in year 11, the sum of \$553,000;
  - (ii) If in year 12, the sum of \$442,400;
  - (iii) If in year 13, the sum of \$331,800;
  - (iv) If in year 14, the sum of \$221,200; and
  - (v) If in year 15, the sum of \$110,600.
- (d) Except for the limited and express purpose provided in Section 4.B.4(h) hereof, Parcel 1A may be used only for uses that directly support the development and operation of Parcel 1B in accordance with the Contemplated Use during the period set forth in Section 4.B.4(c). In the event that (i) Buyer sells, transfer, or conveys Parcel 1B, or any interest therein during the period set forth in Section 4.B.4(c) of this Contract; or (ii) Buyer sells, transfers, or conveys Parcel 1A, or any interest therein, at any time during the period set forth in Section 4.B.4 (c) of this Contract, Buyer shall pay to Seller the following amounts:

- (i) From the recording of the Deed and during the first 10 years following issuance a certificate of occupancy for the Improvements, the sum of \$417,200;
- (ii) If in year 11, the sum of \$417,200;
- (iii) If in year 12, the sum of \$333,760;
- (iv) If in year 13, the sum of \$250,320;
- (v) If in year 14, the sum of \$166,880; and
- (vi) If in year 15, the sum of \$83,440.

The amount due under this Section 4.B.4(d) shall be in addition to any amount that may be due to Seller pursuant to Section 4.B.4(c).

- (e) Payments due to Seller pursuant to Section 4.B.4(c) and/or Section 4.B.4(d) shall be made in immediately available funds of the United States, by wire transfer. For purposes of this Contract, a sale, transfer or conveyance by Buyer, means any transfer of Parcel 1B and/or Parcel 1A, or any interest therein, including but not limited to, a foreclosure sale by

the holder of a deed of trust, a deed in lieu of foreclosure, or a transfer of the interest in Buyer by merger, consolidation or reorganization unless Seller consents, in writing, to any such merger, consolidation or reorganization, such consent shall not be unreasonably withheld.

- (f) Buyer agrees that from the date on which the Deed is recorded through and including the date which is 15 years after issuance of the certificate of occupancy for the Improvements, Buyer shall not subdivide Parcel 1B or Parcel 1A, or consolidate Parcel 1B and Parcel 1A into one lot without the prior written notice to Seller and the prior written consent of Seller. In the event that Seller is willing to consent to any such subdivision or consolidation, the Seller's consent shall require Buyer to acknowledge, agree, and consent that the provisions of this Section 4.B.4 are applicable and enforceable against the lots created by an approved subdivision or the consolidated lot. In the event that Parcel 1B and 1A are consolidated into one lot, and Buyer subsequently sells, transfers, or conveys any interest in the consolidated lot, Buyer shall pay to the Seller the amounts due pursuant to Section 4.B.4 (c) and Section 4.B.4(d) of this Contract.
- (g) Seller agrees to consent to the granting of a deed of trust by Buyer provided each holder of a deed of trust shall acknowledge, in writing, that the deed of trust is subject to the provisions of this Section 4.B.4, and acknowledge and agree that, in the event of a foreclosure of the deed of trust or conveyance of a deed in lieu of foreclosure, such payments set forth in this Section 4.B.4 shall be due and payable.
- (h) The parties agree that Buyer may enter into a lease for the use of Parcel 1A limited solely to the agricultural purpose of farming crops on Parcel 1A and such lease shall not constitute a transfer of an interest in Parcel 1A for purposes of this Section 4.B.4; provided that, prior to entering into any such lease, Buyer shall provide Seller with a copy of such lease and Seller consents, in writing, to the execution of such, such consent shall not be unreasonably withheld.

**SECTION 5. COMPLIANCE WITH LAWS.**

Buyer agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements in executing the construction of the Improvements. Buyer further agrees that Buyer does not, and shall not during the construction of the Project, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**SECTION 6. ASSIGNMENT.**

Buyer agrees not to assign or transfer any part of this Contract without the prior written consent of Seller, which consent may be granted or withheld in the absolute discretion of Seller, and any such assignment shall not relieve Buyer from any of its obligations under this Contract.

**SECTION 7. INDEMNITY.**

Buyer agrees to require each contractor and subcontractor that performs work at Parcel 1B and 1A in connection with the construction of the Project to indemnify and hold harmless Seller and its officers, directors, and employees free and harmless for and from any and all claims, causes of action, damages or any liability of any type, including reasonable attorney's fees, on account of any claims by or any injury or damage to any persons or property growing out of or directly or indirectly resulting or arising in any way out of any actions, omissions, or activities of the respective contractors, or subcontractors arising out of or connected in any way to the construction of the Project as provided in this Contract.

**SECTION 8. FORUM SELECTION AND CHOICE OF LAW.**

By virtue of entering into this Contract, Buyer agrees and submits itself to a court of competent jurisdiction, which shall be the Circuit Court or General District Court for City of Roanoke, Virginia, and further agrees this Contract is controlled by the laws of the Commonwealth of Virginia, with the exception of Virginia's conflict of law provisions which shall not apply, and that all claims, disputes and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia as aforesaid. Buyer further waives and agrees not to assert in any such action, suit or proceeding, that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding, is brought in an inconvenient forum or that the venue of the action, suit or proceeding, is improper.

**SECTION 9. COVENANTS AND WARRANTIES.**

A. In addition to any representations and warranties contained elsewhere in this Contract, Seller warrants and represents that Seller will, in accordance with this Contract, convey title to the Parcel 1B and 1A in an **AS IS** condition and subject to any items of record. This provision shall survive Closing.

B. Seller further represents and warrants with respect to Parcel 1B and 1A that:

1. **Title.** Seller has title to Parcel 1B and 1A subject to all restrictions and encumbrances of record including the access easement that encumbers Parcel 1A for the benefit of Parcel 1B, and depicted on the Plat. Title to Parcel 1A is also subject to a lease with Ned B. Jeter, Ned B. Jeter, II, and Darrell B. Jeter for the purposes of farming (Lease). Seller is the sole owner of Parcel 1B and 1A.

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2. Condemnation. Seller has no knowledge of any pending or threatened proceedings for condemnation or the exercise of the right of eminent domain as to any part of Parcel 1B and 1A.
3. Special Taxes. Seller has no knowledge of, nor has it received any notice of, any other special taxes or assessments relating to Parcel 1B and 1A, or any part thereof.
4. Hazardous Materials. Seller makes no warranties or representations of any type regarding hazardous materials of any type.
5. Access. Ingress to and egress from Parcel 1B and 1A is available as depicted on the Plat.

**SECTION 10. TITLE AND CLOSING.**

- A. Title to Parcel 1B and 1A, in accordance with the Survey, shall be conveyed by Seller to Buyer by a Deed, subject to the following:
  1. Ad valorem real property taxes and stormwater fees for the current year, not yet due and payable;
  2. Those matters of title to which Buyer has not objected to in writing (Seller agrees to take reasonable efforts to resolve matters objected to by Buyer which efforts shall not include the expenditure of funds to third parties);
  3. Those matters reflected on the Plat to which Buyer has not objected to in writing (Seller agrees to take reasonable efforts to resolve matters objected to by Buyer which efforts shall not include the expenditure of funds to third parties);
  4. Easements and other restrictions of record as of the date of execution of this Contract by Seller, including the access easement depicted on the Plat, the Lease, and the restrictions on transfer of title to Parcel 1B or Parcel 1A, or any interest therein, as set forth in this Contract;
  5. Liens and objections shown on the Title Commitment;
  6. Other standard exceptions contained in a Title Policy as defined in Section 10(B) below.
  7. Those items and matters set forth in this Contract and that the obligations and undertakings of Buyer in this Contract shall survive Closing and be incorporated into the Deed. All of the foregoing exceptions are herein referred to collectively as the "Conditions of Title."

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- B. Delivery of title in accordance with the foregoing shall be evidenced by the willingness on the Closing Date of the Title Company to issue, upon payment of its normal premium, to Buyer its A.L.T.A. (Form B) Owner's Policy of Title Insurance (the "Title Policy") insuring Buyer in the amount of the Purchase Price in respect to Parcel 1B and 1A and that title to Parcel 1B and 1A are vested in Buyer, subject only to the Conditions of Title.
- C. Buyer and Seller shall consummate and complete the closing of this transaction on or before \_\_\_\_\_, 2016, with the specific Closing date being designated by Buyer in writing to Seller at least ten (10) business days in advance thereof (the "Closing Date").
- D. The purchase and sale of Parcel 1B and 1A shall be closed (the "Closing") at 10:00 A.M. on the Closing Date in the Office of the City Attorney, or at such other location, date, and time as shall be approved by Buyer and Seller.
  - 1. On the Closing Date, Seller shall deliver or cause to be delivered to Buyer the following documents:
    - a) Its duly executed and acknowledged Deed conveying to Buyer Parcel 1B and 1A in accordance with the provisions of this Contract;
    - b) A mechanic's lien affidavit executed by a representative of Seller, satisfactory to the Title Company, and to the effect that no work has been performed on Parcel 1B and 1A by Seller in the one hundred twenty-five (125) Days immediately preceding the Closing Date that could result in a mechanic's lien claim, or, if such work has been performed, it has been paid for in full;
    - c) Such evidence and documents including, without limitation, a certified copy of the ordinance adopted by Seller, as may reasonably be required by the Title Company evidencing the authority of the person(s) executing the various documents on behalf of Seller in connection with its sale of Parcel 1B and 1A;
    - d) A duly executed counterpart of a Closing Statement; and
    - e) Any other items required to be delivered pursuant to this Contract.
- E. At Closing, real property taxes and other fees and charges assessed against Parcel 1B and/or Parcel 1A by Botetourt County shall be prorated with Buyer being responsible for all periods thereafter.
- F. Buyer shall pay for (i) the cost of all investigations of Parcel 1B and 1A including, but not limited to, examination of title and title insurance premiums for issuance of the Title Policy; (ii) all attorney's fees and expenses incurred by legal counsel to Buyer; and (iii)

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any Grantee's tax and recording costs required to be paid in connection with the recording of the Deed.

- G. Seller shall pay the Grantor's tax, if any, and the expenses of legal counsel for Seller, if any.
- H. Possession of Parcel 1B and 1A, subject to the Lease, shall be delivered to Buyer on the Closing Date, subject to the provisions of this Contract.

**SECTION 11. CONDEMNATION.**

Seller has no actual knowledge of any pending or threatened condemnation of Parcel 1B or 1A. However, if, after the date hereof and prior to the Closing Date, all or any part of Parcel 1B or 1A is subjected to a bona fide threat of condemnation or condemned or taken by a body having the power of eminent domain or a transfer in lieu of condemnation, Buyer shall be promptly notified thereof in writing and within twenty (20) days after receipt of written notice to Buyer, Buyer may by written notice to Seller elect to cancel this Contract prior to the Closing Date, in which event all parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder, and thereupon this Contract shall be deemed terminated and of no further force and effect. If no such election is made by Buyer to cancel this Contract, this Contract shall remain in full force and effect and the purchase contemplated herein, less any interest taken by condemnation or eminent domain, shall be effected with no further adjustments, and upon the Closing Date, Seller shall assign, transfer, and set over to Buyer all of the right, title, and interest of Seller in and to any awards that have been or that may thereafter be made for any such taking or takings.

**SECTION 12. RISK OF LOSS.**

Risk of Loss by fire or other casualty shall be upon Seller until Closing is completed, except if such loss is the result of acts or omissions of Buyer or Buyer's employees, agents, contractors, or representatives, in which case such loss shall be Buyer's responsibility. Provided, however, if Parcel 1B or 1A is substantially damaged or destroyed before Closing by such casualty, then either party may cancel this Contract by giving the other party thirty (30) days written notice of such cancellation and neither party will have any further obligations to the other and Seller shall not be liable to Buyer for any failure to deliver Parcel 1B and 1A to Buyer. In the event of a loss due to fire or other casualty prior to completion of the Closing, all insurance proceeds for any such loss shall be payable to the Seller under all circumstances.

**SECTION 13. COMMISSIONS.**

Seller and Buyer each warrant and represent to the other that their sole contact with the other or with Parcel 1B and 1A regarding this transaction has been directly between themselves and their employees. Seller and Buyer warrant and represent that no person or entity can properly claim a right to a commission, finder's fee, or other compensation based upon contracts or understandings between such claimant and Buyer or Seller with respect to the transaction contemplated by this Contract. Buyer agrees to indemnify Seller against and to hold it harmless

from any claim, loss, cost, or expense, including, without limitation, attorneys' fees, resulting from any claim for a commission, finder's fee, or other compensation by any person or entity based upon such contracts or understandings.

**SECTION 14. REMEDIES.**

- A. (1) In the event Buyer shall have fully performed or tendered performance of its duties and obligations hereunder, but Seller fails to perform any of its duties or responsibilities in accordance with the terms and provisions hereof prior to Closing, Buyer's remedies shall be either (i) an equitable suit to enforce specific performance of such duties or responsibilities; or (ii) termination of this Contract. In the event that Buyer elects to terminate this Contract, Buyer shall provide Seller with written notice of termination and upon termination, neither party shall have any further rights or obligations under this Contract; provided, however, Buyer's indemnity obligations under this Contract shall survive the termination of this Contract. Any and all other remedies otherwise available to Buyer, at law or in equity, are hereby expressly waived by Buyer except as otherwise specifically stated in this Contract.
- (2) In the event Buyer shall have fully performed or tendered performance of its duties and obligations hereunder, but Seller fails to perform any of its duties or responsibilities in accordance with the terms and provisions hereof following the Closing, Buyer's sole and exclusive remedy shall be an equitable suit to enforce specific performance of such duties or responsibilities. Any and all other remedies otherwise available to Buyer, at law or in equity, are hereby expressly waived by Buyer except as otherwise specifically stated in this Contract.
- B. (1) In addition to the remedy of repurchasing Parcel 1B 1A pursuant to Section 15 of this Contract in the event of nonperformance of Buyer's obligations under Section 4.B.1 of this Contract, if Buyer either (i) fails to comply with any of the terms and conditions, or any of Buyer's obligations under this Contract that require Buyer's performance within a specific time period prior to Closing; or (ii) fails to comply with any other terms of this Contract or any other obligations of Buyer under this Contract prior to Closing after written notice of such default is provided by Seller and Buyer fails to cure such default within thirty (30) Days following Buyer's receipt of such notice, then, in either event, Seller may terminate this Contract and recover any specific monetary damages directly caused by Buyer's breach.
- (2) In the event that Buyer fails to commence Construction Activity or Substantially Complete construction in accordance with this Contract, Seller shall have the right to recover the Performance Security (hereinafter defined) as its remedy for such breach.

- C. 1. As security for Buyer's compliance with the terms and conditions of this Contract regarding completion of the Project in accordance with the Buyer's Proposal Plans, Buyer shall deliver to Seller on or before the Closing, one of the following: (i) cash escrow; (ii) a performance bond with corporate surety, issued by an insurance company qualified to, licensed, and conducting business in Virginia, subject to prior approval by Seller in Seller's sole discretion, or (iii) a letter of credit drawn against a bank or other financial institution, qualified to, licensed, and conducting business in Roanoke, Virginia, subject to prior approval by Seller, in Seller's sole discretion (the "Performance Security"). The form of the Performance Security shall be substantially in the form of Exhibit C (cash escrow) or Exhibit D (letter of credit) attached hereto and made a part hereof. The Performance Security shall be payable to Seller and in the amount of Twenty Five Thousand Dollars (\$25,000). The Performance Security provided shall be valid until the Project is Substantially Complete. If the Performance Security is not renewed annually or is threatened to be canceled and Buyer does not provide a replacement Performance Security approved by Seller at least sixty (60) Days before any portion of the existing Performance Security is to be cancelled, such event shall be a breach of this Contract and Seller shall be entitled to exercise Seller's rights to immediately call the Performance Security.
2. Buyer shall provide to Seller a copy of Buyer's proposed Performance Security in a form to be approved by Seller, in Seller's sole discretion, and in sufficient time to allow Seller to approve or disapprove such document at least ten (10) business days before the Closing. Notwithstanding other provisions in this Contract, if Seller has not approved the form and content of the Performance Security proposed by Buyer at least ten (10) business days prior to the Closing, the Closing may be delayed at the sole option of Seller or Seller may (i) terminate the Contract; and / or (ii) pursue any and all other remedies as provided for by this Contract or by law, including damages against Buyer.
3. If Buyer either (i) fails to comply with Section 4.B.2 of this Contract, Seller may call on the Performance Security required by this Section for payment of the entire amount of the Performance Security, and the issuer(s) of such security shall be obligated to pay such amount to Seller without delay. The parties recognize that Seller will suffer damages if Buyer fails to comply with the terms of this Contract. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss or damages Seller will suffer if Buyer fails to comply with this Contract. Therefore, Buyer hereby agrees to provide the Performance Security to Seller as liquidated damages for loss and damages to Seller for Buyer's failure to comply with any of the terms of this Contract until the Project is Substantially Complete, but not as a penalty. The basis of the amount of the Performance Security is the approximate value of the Property if it had been sold without conditions or obligations, as agreed to by the Buyer and Seller. Buyer further waives any defense as to the validity of any liquidated damages stated in this Section on the grounds such liquidated damages could be void as penalties or are not reasonably related to actual damages. Such liquidated damages are in addition to the right of Seller to demand reconveyance of Parcel 1A as provided in Section 4.B.2 of this Contract

**SECTION 15. SELLER'S OPTION TO REPURCHASE AND BUYER'S AGREEMENT  
NOT TO CONVEY PARCEL 1B AND 1A.**

- A. Notwithstanding any provision contained in this Contract or the Deed, if after 12 months from the Closing as provided in Section 4.B.1 of this Contract, Buyer or its successor(s) in interest shall not have commenced Construction Activity, as described in Section 4.B.1, Seller shall have the right to refund to the then record owner(s) of Parcel 1B and 1A all or any part of the original Purchase Price for Parcel 1B and 1A paid by Buyer to Seller; whereupon the then record owner(s) of Parcel 1B and 1A shall forthwith convey Parcel 1B and 1A to Seller, free and clear of mortgages, deeds of trusts, liens, or other encumbrances. In the event that the record owner(s) of Parcel 1B and 1A for any reason fails or refuses to convey title back to the Seller as required herein, Seller shall have the right to enter onto and take possession of Parcel 1B and 1A or the part thereof designated by Seller, along with all rights and causes of action necessary to have title to Parcel 1B and 1A or the part thereof designated by Seller conveyed to the Seller.
- B. Buyer may grant a mortgage or deed of trust on Parcel 1B and/or 1A provided that the holder of any such mortgage or deed of trust shall acknowledge and agree in writing that the right granted Seller pursuant to Section 15.A is superior to the mortgage or deed of trust and the holder of such mortgage or deed of trust shall discharge the mortgage or deed of trust in the event Seller exercises its right to repurchase Parcel 1B and 1A pursuant to Section 15.A.

Buyer shall require that each and every lender of the Buyer that seeks to encumber Parcel 1B and 1A with a mortgage or deed of trust to acknowledge and agree to the provisions of this Section 15.

**SECTION 16. RIGHT OF ENTRY AND INSPECTION PERIOD.**

- A. Buyer shall have 120 Days following the execution of this Contract to complete Buyer's due diligence review of Parcel 1B and 1A (Inspection Period) to determine if there are any issues that would prevent the Buyer's use of Parcel 1B and 1A. Should Buyer determine during such Inspection Period that it is not satisfied with Parcel 1B and 1A or any characteristics thereof for any reason whatsoever, in Buyer's sole and absolute discretion, Buyer may terminate this Contract by notifying the Seller in writing as soon as possible, but no later than ten (10) Days after the end of such Inspection Period, of Buyer's decision to terminate the Contract. In such case, this Contract shall thereupon be terminated and of no further force and effect, unless Seller and Buyer mutually agree to modify this Contract to address any such issues.
- B. Buyer shall comply with the insurance requirements set forth in the Contract, including the items set forth below:
1. Neither Buyer nor any subcontractor shall commence work under this Contract until Buyer has obtained and provided proof of the required insurance coverages to Seller, and such proof has been approved by Seller. Buyer confirms to Seller

that all subcontractors have provided Buyer with proof of such insurance, or will do so prior to commencing any work under this Contract.

2. Buyer, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. Seller and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. Buyer shall immediately notify in writing Seller of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. Buyer shall provide to Seller with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

- (a) Seller and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Buyer must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Buyer and any subcontractor under this Contract

OR

- (b) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Buyer under this Contract, to Seller and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Buyer and any subcontractors under this Contract).

However, if 2 (a) or (b) cannot be provided, Seller's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. Seller of Roanoke shall also be named as the Certificate Holder.

3. The minimum insurance policies and/or coverages that shall be provided by Buyer, including its subcontractors, include the following:

- (a) Commercial General Liability: \$2,000,000.00

\$2,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$2,000,000.00 Products/Completed Operations Aggregate Limit.

\$2,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$2,000,000.00 each occurrence limit

(b) Automobile Liability: \$1,000,000.00 combined single limit

(c) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(d) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(e) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Buyer's and its subcontractors' insurance company shall waive rights of subrogation against Seller and its officers, employees, agents, assigns, and volunteers.

(f) Buyer shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

4. Proof of Insurance Coverage:
  - (a) Buyer shall furnish Seller with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
  - (b) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
5. Insurance coverage shall be in a form and with an insurance company approved by Seller, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
6. Buyer's insurance policies and/or coverages shall not contain any exclusions for Buyer's subcontractors.
7. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of Buyer for default.
8. Nothing contained in the insurance requirements is to be construed as limiting the liability of Buyer, and/or its subcontractors, or their insurance carriers. Seller does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect Buyer's interest or liabilities, but are merely minimums. The obligation of Buyer, and its subcontractors, to purchase insurance shall not in any way limit the obligations of Buyer in the event that Seller or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for Seller to seek any recovery against Buyer's insurance company before seeking recovery directly from Buyer.

**SECTION 17. NOTICES.**

All notices hereunder must be in writing and shall be deemed validly given, by personal service, if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows (or any other address the party to be notified may have designated to the sender by like notice):

If to Seller:

City of Roanoke,  
ATTN: City Manager  
364 Noel C. Taylor Municipal Building  
215 Church Avenue, SW  
Roanoke, Virginia 24011  
Fax No. 540-853-2333

**Draft Date: 03.07.2016**

If to Buyer:

Keith Farmer  
Straight Street Roanoke Valley, Inc.  
P.O. Box 11411  
Roanoke, VA 24022

And

Compton Biddle, Esq  
OPN Law  
3140 Chaparral Drive  
Roanoke, VA 24018

Notice shall be deemed delivered upon the date of personal service, two days after deposit in the United States mail, or the day after delivery to a nationally recognized overnight courier.

**SECTION 18. TIME.**

Time is of the essence in the performance of the parties' respective obligations in this Contract.

**SECTION 19. SUCCESSORS AND ASSIGNS.**

This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**SECTION 20. COUNTERPART COPIES.**

This Contract may be executed in one or more counterparts, and all such counterparts so executed shall constitute one Contract binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the same counterpart.

**SECTION 21. CONSTRUCTION.**

The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

**SECTION 22. SEVERABILITY AND SURVIVAL.**

If any term of this Contract is found to be invalid, such invalidity shall not affect the remaining terms of this Contract, which shall continue in full force and effect. The parties intend for the provisions of this Contract to be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable by any court or agency of competent jurisdiction, they shall be deemed modified to the extent necessary to make

**Draft Date: 03.07.2016**

them enforceable. **ALL TERMS AND CONDITIONS OF THIS CONTRACT TO BE PERFORMED BY THE PARTIES POST-CLOSING SHALL SURVIVE CLOSING.**

**SECTION 23. COOPERATION.**

Each party agrees to cooperate with the other in a reasonable manner to carry out the intent and purpose of this Contract.

**SECTION 24. AUTHORITY TO SIGN.**

The persons who have executed this Contract on behalf of the parties represent and warrant they are duly authorized to execute this Contract on behalf of their respective entity.

**SECTION 25. NONWAIVER.**

Each party agrees that any party's waiver or failure to enforce or require performance of any term or condition of this Contract or any party's waiver of any particular breach of this Contract by any other party extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by any party and does not bar the non-defaulting party from requiring the defaulting party to comply with all the terms and conditions of this Contract and does not bar the non-defaulting party from asserting any and all rights and/or remedies it has or might have against the defaulting party under this Contract or by law.

**SECTION 26. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2.-4343.1, be advised that Seller does not discriminate against faith-based organizations.

**SECTION 27. EQUAL EMPLOYMENT OPPORTUNITY.**

During the performance of this Contract, Buyer agrees that, unless Buyer is otherwise expressly authorized by law in connection with the performance of an agreement with a governmental entity the Commonwealth of Virginia, it will perform its obligations under this Contract as follows::

- (a) Buyer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Parcel 1B and 1A. Buyer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Buyer, in all solicitations or advertisements for employees placed by or on behalf of Buyer, will state that Buyer is an equal opportunity employer.

**Draft Date: 03.07.2016**

- (c) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) Buyer will include the provisions of the foregoing subsections in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each Buyer or vendor.

**SECTION 28. CONFLICT BETWEEN PLANS AND CONTRACT TERMS.**

Seller and Buyer agree that the provisions of the Plans and other documents provided by Buyer to Seller are intended to be consistent with the terms of this Contract. However, if any of Buyer-supplied documents and/or the Plans are in conflict with the terms of this Contract, the parties agree that the terms of this Contract shall control, unless the parties mutually agree otherwise in a writing signed by both parties.

**SECTION 29. FORCE MAJEURE.**

A delay in or failure of performance by any party shall not constitute a default, nor shall Seller or Buyer be in breach of this Contract, if and to the extent that such delay, failure, loss, or damage is directly caused by an occurrence beyond the reasonable control of such party and its agents, employees, Buyers, subcontractors, and consultants, which results from Acts of God or the public enemy, compliance with any order of or request of any governmental authority or person authorized to act therefore, acts of declared or undeclared war, public disorders, rebellion, sabotage, revolution, earthquake, floods, riots, strikes, labor or employment difficulties, delays in transportation, inability of party to obtain necessary materials or equipment or permits due to existing or future laws, rules, or regulations of governmental authorities or any other direct causes, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Contract any one delay caused by any such occurrence shall not be deemed to last longer than six (6) months and all delays caused by any and all such occurrences under any circumstances shall not be deemed to last longer than a total of six (6) months. Any party claiming a force majeure occurrence shall give the other party written notice of the same within thirty (30) Days after the date such claiming party learns of or reasonably should have known of such occurrence, or any such claim of force majeure shall be deemed waived. Notwithstanding anything else set forth above, after a total of six (6) months of delays or failure of performance of any type have been claimed as being subject to force majeure, no further delays or failure of performance or claims of any type shall be claimed as being subject to force majeure and/or being excusable delay.

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**Draft Date: 03.07.2016**

**SECTION 30. ENTIRE CONTRACT.**

This Contract, together with the exhibits hereto, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda, or contracts are replaced in total by this Contract and the exhibits hereto. No amendment to this Contract shall be valid unless made in writing and signed by the appropriate parties.

**SIGNATURE PAGES TO FOLLOW**

**Draft Date: 03.07.2016**

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract by their authorized representatives.

ATTEST:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_  
Christopher P. Morrill, City Manager

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_day of \_\_\_\_\_, 2016, by Christopher P. Morrill, City Manager for Seller of Roanoke, Virginia, a Virginia municipal corporation, for and on behalf of said municipal corporation.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

SEAL

WITNESS/ATTEST:

STRAIGHT STREET ROANOKE VALLEY, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Straight Street Roanoke Valley, Inc., a Virginia corporation, for and on behalf of such entity.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

SEAL

**Draft Date: 03.07.2016**

Approved as to Form:

Approved as to Execution:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Assistant City Attorney

Authorized by Ordinance No. \_\_\_\_\_.

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**Draft Date: 03.07.2016**

- Exhibit A     Property Description
- Exhibit B     Buyer's Proposal
- Exhibit C     Cash Escrow Agreement
- Exhibit D     Letter of Credit

Contract for Purchase and Sale  
of Real Property dated  
\_\_\_\_\_, 2016 by and  
Between the City of Roanoke,  
Virginia and Straight Street Roanoke  
Valley, Inc.

## **EXHIBIT A**

### **Description of Property**

The properties subject to this Contract are (i) a parcel of real property, together with buildings and improvements thereon, consisting of approximately 6.928 acres of land, situate on 108 Coyner Spring Road, Botetourt County, Virginia and bearing Official Tax Map No. 108(9)1B (Parcel 1B); and (ii) a parcel of real property, together with any buildings and improvement thereon, consisting of approximately 23.48 acres of land, situated on Coyner Springs Road, Botetourt county, Virginia, and bearing Official Tax Map No, 108(9)1A (Parcel 1A). Parcel 1B and Parcel 1A are more particularly described and depicted on a plat of survey titled "Plat of Survey Showing the Minor Subdivision for City of Roanoke" dated \_\_\_\_\_, 2012, and recorded in the Clerk's Office of the Circuit Court of the County of Botetourt, Virginia (Plat);

Contract for Purchase and Sale  
of Real Property dated  
\_\_\_\_\_, 2016 by and  
Between the City of Roanoke,  
Virginia and Straight Street Roanoke  
Valley, Inc.

**EXHIBIT B**  
**Buyer's Proposal**

# straight street

[www.straightstreet.org](http://www.straightstreet.org)

P.O Box 11411 Roanoke, VA 24022-1411 540.342.4971

June 28, 2014

Mr. R. Brian Townsend, Assistant City Manager  
City of Roanoke  
215 Church Ave  
Roanoke, Virginia 24011

Dear Mr. Townsend:

I want to thank you, City Manager Christopher P. Morrill and members of Roanoke City Council for the opportunity to submit a request for the property located at 108 Coyner Springs Road in Botetourt County, the former Sanctuary Crisis Intervention Center and the land that adjoins it, the location of the former nursing home. Straight Street started in December of 1994 as a monthly outreach for area teenagers. Since then, the ministry has grown to offer numerous outreach programs, however, our work with law enforcement revealed the need to assist juvenile victims of human trafficking in Virginia. This is a new area of outreach and Straight Street has formed a mentoring relationship with Wellspring Living in Atlanta, Georgia. Wellspring Living has provided help and support to victims for over a decade and has a nationally recognized mentoring program. Please find a letter from Wellspring Living included with this request. The term DMST is often used and referenced in the attached Wellspring Living letter. The initials DMST stand for Domestic Minor Sex Trafficking.

As I mentioned in the previous letter, Straight Street was able to obtain confirmation from Botetourt County to use the property for an emergency shelter for girls that have been rescued from an abusive situations. Also, with the previous letter, there were four letters of support for this outreach to human trafficking victims in Virginia. I know it may seem excessive to request both parcels of land, however, in the planning stages and our work with Wellspring Living and federal agencies; it is a wise strategic move to ensure safety and allow for growth. I have been working with the U.S. Attorney's Office and FBI special agents as we develop this outreach to make sure we are effectively meeting the needs of juvenile victims.

The road for the Sanctuary property is located on the nursing home land and improvements are required to make the road usable. Also, the additional land provides a natural buffer, providing privacy and security. For long term planning, the former nursing home land allows for the development of a long term shelter for victims. This is something that both DSS and the federal agencies have referenced as a need to be listed in our long term planning. The additional property allows for expansion on the same grounds without having to locate a second shelter in another location.

Straight Street started the shelter mentoring program in September 2013 and it requires Straight Street to develop the shelter program from vision to reality. This is a very in depth mentoring program and that helps to ensure the shelter program and services will be sustainable. Attached

please the Logic Model we developed several months ago as part of this mentoring process. You will notice that the outreach is called Street Ransom. That is because of its nature and the fact that Straight Street has developed numerous programs and serves so many teens through the ministry. We do not want the teens or our partners to think we are changing focus or direction and we will continue to operate and expand the Straight Street outreach and those we serve, including teen mothers, students listed as homeless within Roanoke City Schools and support teens and families in the juvenile justice system.

I have included several items mentioned in the logic model as we have been able to move quickly with the awareness portion of the outreach. Please find copies of three of the five billboard designs that will be in our region by the end of 2014 and early 2015. A major part of the outreach is awareness and education, preventing a teen from becoming a victim. The shelter and services will provide support and healing to those that have fallen victim and in need of help. You may have seen a recent story of the 168 minors rescued from DMST this month in a national sweep – the need is real. You will notice the number on the billboard and radio spot is to the National Human Trafficking Hotline. This is to make sure that all calls/reports are tracked and that referrals made through this national call center. The funding for the billboards and help in the development of Street Ransom is made possible in part with a grant from the Junior League of Roanoke Valley. They are committed to helping and plan to offer long term support, not just funding but also through awareness and volunteer support. Also, on the thumb drive, please listen to a radio spot that is currently on Wheeler and Clear Channel stations in our area provided by Valley Character.

Straight Street is working on two funding sources. One source is to provide for remodeling of the current facility. Since it closed in June 2010, it has suffered considerable damage due to broken pipes and decay. Straight Street is working with area churches and contractors to raise the support to remodel shelter and property and we are confident that this will be provided once Straight Street is able to begin work on the former Sanctuary site.

The second funding source is for operations, the most vital part of the funding stream. Part of the Wellspring Living mentoring program is to assist Straight Street in developing a funding model. Part of this model is to work with national contacts to raise awareness and secure funding. One of the people that is part of this funding team is James Brown of CBS Sports. A letter from Mr. Brown was included with the previous letter, dated June 5, 2014. Mr. Brown, along with other national and local business leaders, are currently working on a plan to assist in raising the operating funds. In the Wellspring Living letter you will see the funding model referenced and the work yet to be completed. Wellspring Living has and continues to not only assist with the development of shelters, they provide the long term support needed to help them raise the necessary funds to continue in meeting the needs of the victims served.

The facility will be licensed through DSS and Straight Street has confirmed the location will meet the guidelines to be approved as an emergency shelter. Also, our plan is to operate the facility with private/grant funding and not charge localities the standard daily rate for providing services to a teenager. Straight Street currently provides all services at no cost to teens/families/community and our goal is continue to provide that same level of support.

The facility in Georgia for girls is amazing and we know that the former Sanctuary property will be equally as nice or nicer. It is vital to provide the girls with a secure, peaceful place to start their restoration process. Please find several interior pictures of the Wellspring Living facility. After taking contractors in to determine the amount of work to be done, they are confident they can create a warm, loving home environment. These are the same contractors that have worked with Straight Street on our three buildings in Roanoke, helping to remodel and provide a safe, inviting place for teenagers.

The work on the facility, road and property is extensive. Preliminary estimates to repair/replace the road run from \$10,000 to \$75,000. The facility has had significant damage due to broken pipes

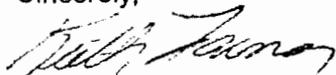
and will require drywall repair, replacement of the carpet/tile, paint, new bathrooms/kitchen upgrades and then the work on the outside of the facility, including the roof, gutter and grounds work. Also, the fire suppression system is not in compliance and in need of repair/upgrading. The contractors have provided a rough estimate of the interior work to be \$125,000, not including the work on the fire suppression system and the exterior work – we have not completed those quotes to date. In order to raise the needed funds to restore the facility and make it a home for hurting girls, Straight Street needs to keep the purchase price low and would like to offer \$3,000 or \$100 per acre for the land and property. As mentioned earlier, it is our request that the Sanctuary property and the former nursing home property be considered as one for security and for the long term planning to provide more services to minors rescued in Virginia and in need of help, hope and healing.

Another interesting fact about the location and the purpose it will serve, is the history of the Coyner Springs area. In the mid 1800's, it was a resort, a stop along the way for people traveling via the Virginia and Tennessee Railroad. People would travel to the resort for the natural springs, a place of healing. They would go to one of the four natural springs known for their individual healing properties.

It is amazing that a place that used to be the location for tourists seeking refuge and healing would now be a place of healing for abused girls, victims of human trafficking. The former Sanctuary, which means refuge, along with the history of Coyner Springs, a place of healing. *How fitting is it that this would once again be a place of refuge and healing.*

Mr. Townsend, Mr. Morrill and members of Roanoke City Council, I appreciate your time and consideration of this request. I know it is not the usual request, however, I am committed to helping these precious victims and I am asking for your help and support in making this possible.

Sincerely,

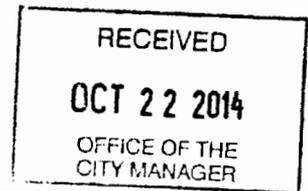


Keith Farmer  
Director



[www.straightstreet.org](http://www.straightstreet.org)

P.O Box 11411 Roanoke, VA 24022-1411 540.342.4971



October 22, 2014

Mr. R. Brian Townsend, Assistant City Manager  
City of Roanoke  
215 Church Ave  
Roanoke, Virginia 24011

Dear Mr. Townsend:

Thank you for your time and counsel the past several months as I have collected information to include in our proposal for the former Sanctuary property located at 108 Coyner Springs Rd in Botetourt County. As I shared in previous letters, our goal is to provide shelter services for teens in a crisis situation, rescued from human trafficking.

It is hard to imagine that human trafficking exists in America, but it does. Attached please find several letters sharing about this issue in our community, one from a nurse at Carilion Hospital and also one from The Roanoke Police Department.

The shelter that closed in June of 2010 will require substantial remodeling due to the damage and deterioration from being unoccupied, vandalism and broken water pipes. I have met with contractors to determine the following estimates of the major expenses: Roof \$35,597; Replace road \$72,280; Update Sprinkler system \$1,630; Interior remodel/update \$285,011. The total is approximately \$400,000. The cost to remodel will require Straight Street to raise substantial funding in order to reopen the shelter. Straight Street intends to raise the funds from the private sector and also seek possible grants.

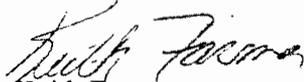
Straight Street is requesting that Roanoke City Council consider our offer of \$3,000 for the Sanctuary property and the adjoining property where the former nursing home was located. As stated in a previous letter, the adjoining property is needed for expansion of additional related services and for a safe buffer, providing a secure location for girls at the shelter.

Straight Street is requesting that Roanoke City Council allow Straight Street 12-18 months to raise the funding required to remodel the shelter and property. This should give us adequate time to explore grants and private funding sources. We are encouraged by the community interest in this property and are confident the funds will come forward to make this a reality. As stated in previous letters, Straight Street is being mentored by Wellspring Living to develop the funding

and operating plans for the shelter. We are also meeting with other long term shelter care providers to determine how Straight Street can partner/learn from their operations. Attached please find a letter from First Citizens Bank indicating their support for this project and willingness to raise the funding necessary for remodeling/updates. One area businessman has already pledged \$50,000 to the construction fund, to be given by year end.

Any considerations given this request will be greatly appreciated. With the City's help, this property will fill a huge need and make our valley a better place to live. Please contact me with any questions.

In His Service,

A handwritten signature in cursive script, appearing to read "Keith Farmer".

Keith Farmer  
Director

Contract for Purchase and Sale  
of Real Property dated  
\_\_\_\_\_, 2016 by and  
Between the City of Roanoke,  
Virginia and Straight Street Roanoke  
Valley, Inc.

EXHIBIT C

FORM OF CASH ESCROW AGREEMENT

**CASH ESCROW AGREEMENT**

This Cash Escrow Agreement is dated \_\_\_\_\_, 201\_\_\_\_, by and between Straight Street Roanoke Valley, Inc., a Virginia non-stock corporation (“Buyer”) and the City of Roanoke, Virginia, a Virginia municipal corporation (“City”).

**RECITALS**

WHEREAS, Buyer and City entered into a Contract for Purchase and Sale of Real Property dated \_\_\_\_\_, 2015 (the “Contract”) which required security for Buyer’s compliance with the terms and conditions of the Contract, including completion of the Project in accordance with its plans and permitting use of the completed Facility by Seller under the terms of the Contract (the “Performance Security”); and

WHEREAS, Buyer has elected to post cash, as a cash escrow (the “Cash Escrow”) as the Performance Security;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Buyer and the City hereby agree the above recitals are hereby incorporated into this Cash Escrow Agreement and further agree as follows:

1. The City acknowledges receipt of the Cash Escrow in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), to be invested, held, applied, and/or released in accordance with the terms of this Cash Escrow Agreement.

2. The condition of this Cash Escrow Agreement is that Buyer is held and firmly bound to the City in the sum written above as security for Buyer's performance of the terms and conditions of the Contract, incorporated herein. Buyer acknowledges and agrees that until complete, final, and satisfactory performance of all of Buyer's obligations under the Contract, Buyer has no right or interest in the proceeds of the Cash Escrow provided pursuant to this Cash Escrow Agreement.

3. The City shall deposit the proceeds of said Cash Escrow amount with the City Treasurer in an interest-bearing account of the City in an institution insured by FDIC or FSLIC for the term of the Performance Security as provided in this Cash Escrow Agreement and any approved extensions thereof, provided that the principal sum may be reduced in accordance with the terms of the Contract. In the event that the amount of the Cash Escrow is reduced in accordance with the terms of the Contract, the amount of any such reduction shall be delivered to Developer in accordance with the terms of the Contract.

4. If Buyer fails to comply with any of the terms and conditions of the Contract or any of Developer's obligations under the Contract and City therefore has the right to call on the Performance Security as provided in Section 14(A)(3) of the Contract, the City shall have the right to withdraw the principal sum of the Cash Escrow without notice to Buyer or delay in accordance with said Section 14(A)(3) of the Contract, together with any interest earned.

5. Only at such time as the Buyer has complied with all terms and conditions and obligations of Buyer under the Contract and Buyer therefore is no longer obligated to provide Performance Security pursuant to Section 14(A)(1) of the Contract, Buyer shall have the right to receive the Cash Escrow and all accrued interest remaining on deposit and the same shall be released by the City and delivered to the

Buyer within thirty (30) days following written request by Buyer to City in accordance with Section 17 of the Contract.

6. This Cash Escrow Agreement shall be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, Buyer and City have executed this Cash Escrow Agreement by their authorized representatives.

SIGNATURES APPEAR ON FOLLOWING PAGES

BUYER:

STRAIGHT STREET ROANOKE VALLEY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness/attest:

\_\_\_\_\_

CITY OF ROANOKE, VIRGINIA:

By: \_\_\_\_\_

Christopher P. Morrill

City Manager

Witness/attest:

\_\_\_\_\_

City Clerk

Approved as to form

\_\_\_\_\_

City Attorney

Contract for Purchase and Sale  
of Real Property dated  
\_\_\_\_\_, 2016 by and  
Between the City of Roanoke,  
Virginia and Straight Street Roanoke  
Valley, Inc.

EXHIBIT D

FORM OF IRREVOCABLE LETTER OF CREDIT

[Bank Letterhead]

\_\_\_\_\_, \_\_\_\_\_, 201\_\_

Irrevocable Standby Letter of Credit  
Letter of Credit No. \_\_\_\_\_  
Issue Date: \_\_\_\_\_, 201\_\_  
Expiry Date: \_\_\_\_\_  
Amount: \$25,000.00 (USD Twenty Five Thousand and 00/100)

CITY OF ROANOKE, VIRGINIA  
CHRISTOPHER P. MORRILL, CITY MANAGER  
MUNICIPAL BUILDING ROOM 364  
215 CHURCH AVENUE, S.W.  
ROANOKE, VIRGINIA 24011

Dear Mr. Morrill:

We hereby issue this irrevocable standby letter of credit for the above amount in the favor of the City of Roanoke, Virginia, beneficiary, which is available for payment of the beneficiary's sight drafts drawn on \_\_\_\_\_ Bank bearing the clause, "**Drawn under \_\_\_\_\_ Bank Letter of Credit Number \_\_\_\_\_**", accompanied by the following documents:

This Letter of Credit and a certified statement signed by the City Manager or other designated City Official of the City of Roanoke, Virginia, stating that \_\_\_\_\_, has not complied with the terms and conditions of a \_\_\_\_\_ dated \_\_\_\_\_, by and between \_\_\_\_\_ and the City of Roanoke, Virginia, (the "\_\_\_\_\_"), and that the amount of funds requested are due to the City of Roanoke, Virginia, for \_\_\_\_\_ failure to comply with the terms of the \_\_\_\_\_.

This irrevocable letter of credit sets forth in full the terms of our undertaking. This undertaking shall not in any way be modified, amended, or amplified by reference to any document or contract referred to herein.

This irrevocable letter of credit shall remain in full force until and including \_\_\_\_\_, and shall automatically renew itself from year to year thereafter unless and until \_\_\_\_\_ Bank shall give ninety (90) days prior notice to the City of Roanoke, Virginia, by certified mail, return receipt requested, of its intent to terminate the same at the expiration of the ninety (90) day period. During the last thirty (30) days during which the letter of credit is in full force and effect, the City may draw up to the full amount available under the letter of credit with a draft accompanied by a document stating the \_\_\_\_\_, or its agent has not complied with the \_\_\_\_\_ and/or has not provided an acceptable substitute irrevocable letter of credit.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this letter of credit shall be duly honored if presented together with document(s) as specified and the original of this credit, at our office located at \_\_\_\_\_ Roanoke, Virginia \_\_\_\_\_ on or before 12:00 noon on the above stated expiry date or any renewal thereof.

Except as otherwise expressly stated herein, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credits, established by the International Chamber of Commerce, as in effect on the date of issuance of this credit.

Sincerely,

\_\_\_\_\_ Bank

Signed \_\_\_\_\_  
Title: \_\_\_\_\_

*W. Callahan*

B.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to execute a contract for the sale of real property with Straight Street Roanoke Valley, Inc., and the necessary documents to sell to Straight Street Roanoke Valley, Inc., two (2) parcels of real estate, together with buildings and improvements thereon, being more particularly described as (i) a parcel of real property, together with buildings and improvements thereon, situated at 108 Coyner Springs Road, Botetourt County, Virginia, containing 6.928 acres of land, more or less, and bearing Official Tax Map No. 108(9)1B (Parcel 1B), and (ii) a parcel of real estate together with buildings and improvements thereon, situated at Coyner Springs Road, Botetourt County, Virginia, containing 23.48 acres of land, more or less, and bearing Official Tax Map No. 108(9)1A (Parcel 1A), upon certain terms and conditions set forth in a proposed contract; authorizing the City Manager to execute such further documents and take such further action as may be necessary to accomplish the above matters; providing for an effective date; and dispensing with the second reading of this ordinance by title.

WHEREAS, the City and Straight Street Roanoke Valley, Inc., a Virginia corporation, have negotiated the terms and conditions under which of the City proposes to sell, and Straight Street Roanoke Valley, Inc., proposes to purchase, Parcel 1B and Parcel 1A, all as set forth in a Contract for Purchase and Sale of Real Property, with a draft date of March 7, 2016 (Contract), a copy of which Contract is attached to the City Council Agenda Report dated March 21, 2016;

WHEREAS, City Council, after proper advertisement, held a public hearing on this matter on March 21, 2016, pursuant to Sections 15.2-1800 and 15.2-1813, Code of Virginia

(1950), as amended, at which public hearing all parties, persons, and interested entities were afforded the opportunity to be heard on the above matters; and

WHEREAS, after closing of the public hearing, City Council believes the sale of Parcel 1B and Parcel 1A in accordance with the terms of the contract will benefit the City and its citizens.

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

1. City Council hereby approves the terms of the Contract as set forth in the City Council Agenda Report dated March 21, 2016, under which such Contract the City will sell, and Straight Street Roanoke Valley, Inc., will purchase, Parcel 1B and Parcel 1A. City Council further finds that the sale of Parcel 1B and Parcel 1A as set forth in such City Council Agenda Report will be of economic benefit to the City and its citizens.

2. The City Manager is hereby authorized on behalf of the City to execute, deliver, and perform the Contract to sell Parcel 1B and Parcel 1A to Straight Street Roanoke Valley, Inc., all upon certain terms and conditions as set forth in the Contract attached to the City Council Agenda Report dated March 21, 2016. Such Contract is to be substantially similar to the one attached to the City Council Agenda Report dated March 21, 2016, and in a form approved by the City Attorney. The purchase price to be paid to the City is \$10.00, together with the performance of certain conditions and obligations by Straight Street Roanoke Valley, Inc.

3. The City Manager is further authorized to negotiate, execute, deliver, perform, and implement such further documents and agreements and to take such further actions as may be necessary to implement, administer, and enforce the Contract, and to negotiate, execute, deliver, perform, and implement any other agreements or documents related to this matter, which

include, but which are not limited to, a Special Warranty Deed conveying Parcel 1B and Parcel 1A to Straight Street Roanoke Valley, Inc.

4. The form of all such documents are to be approved as to form by the City Attorney.

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

6. This Ordinance is effective as of the date of its passage.

ATTEST:

City Clerk.

# Introduction to the Roanoke City Sheriff's Office



Sheriff  
Tim Allen

# Mission/Vision

- As a diverse, professional law enforcement agency, we will serve and protect every person within the City of Roanoke through quality, court, correctional, law enforcement and customer-focused services



## What is the Difference Between the Sheriff's Office & the Police Department?

- The Sheriff's office has been established by the State Constitution
- The duties and responsibilities of Sheriff's office are outlined in the Constitution
- Sheriffs are elected officials
- A police department has been established under the City Charter
- Police Chiefs are appointed

# What is the Difference Between the Sheriff's Office and the Police Department?

## Sheriff's Office

---

- A Sheriff's Office is a law enforcement agency

Responsibilities vary by locality:

- A full service Sheriff's Office administers Law Enforcement, Jail Security, Court Security and Civil Process
- Others provide Jail security, Court Security and Civil Process
- There are Sheriff's Offices charged with Civil Process and Court security only
- A Sheriff's Office has state-wide jurisdiction

## Police Department

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- A Police Department is a law enforcement agency
- A Police Department oversees and administers law enforcement in a specific city, municipality, town or county
- A Police Department has jurisdiction over a specific locality

# Sheriff vs. Police

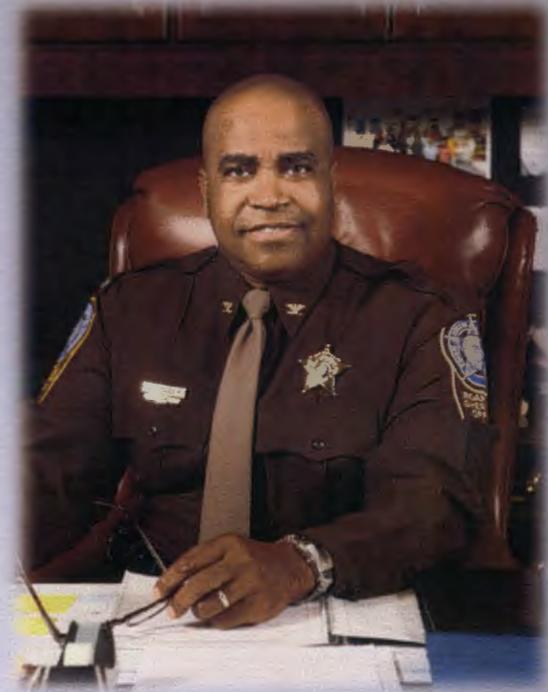
- Deputy Sheriff's uniforms are typically brown and tan
- Star badges
- Police Officer's uniforms are typically blue, black, or grey
- Shield badges



# Roanoke City Sheriff

Sheriff Tim Allen retired from the Western Virginia Regional Jail in February 2013 following a 5 year career there and 21 years as a Roanoke City Deputy Sheriff prior to that. He was elected Sheriff of Roanoke City in November 2013.

The power of the Sheriff's Office is vested in Sheriff Allen. He appoints all deputies and staff and oversees all units and divisions of the Sheriff's Office. He manages a staff of over 200 deputies and civilians and administers a 16 million dollar budget.



# Command Staff

- The Command Staff includes the Chief Deputy, Assistant Chief Deputy and three Captains
- The Sheriff's Office is divided into three divisions supervised by the Chief Deputy Major David Bell and Assistant Chief Deputy Major Greg Winston
- Jail Security is commanded by Captain Mark Sweetenberg
- Support Services is commanded by Captain Kimberly Haddox
- Court Security is commanded by Captain James "Chuck" Ferguson

# Jail Security Division

- (4) Watches
  - Transportation
  - Records
  - LIDS
- 
- 335 Cells
  - Capable of holding 834 offenders



## **Jail Security Division Duties Include:**

- Maintain proper security, including patrol duty and periodic counts of inmates
- Maintain proper order and decorum among inmates
- Search inmates periodically
- Ensure inmates follow proper personal hygiene procedures
- Assist with the dispensing of food

# Support Services Division

- Maintenance
- Medical
- Classification
- Counseling
- Library
- Canteen
- Food Services
- Recreation



# Court Services Division

- Juvenile & Domestic Court
- Circuit Court
- General District Court
- Civil Process
- DARE



# Deputy Sheriff Requirements

- Must be at least 21 years
- Pass written exam
- Pass Physical Agility test
- Meet height & weight requirements
- Meet Vision Requirements
- High School Graduate or GED
- No Criminal record
- Virginia Driver's license
- Good credit rating
- Pass a background check
- Pass a physical exam and drug screening
- Complete Basic Jailer Academy within 12 months
- Sign Conditional Employment, includes No Smoking condition

# Deputy Sheriff Hiring Process

- Recruiting
- Testing
- Oral Boards
- Psychological testing
- Background investigations
- Academy training (11 weeks)
- FTO/Master Deputy programs (1 year)
- Probationary period (1 year)
- LE Oath of Honor



## What is a Usual Day for a Deputy?

- 5:00 a.m. – First medical round begins
- 6:00 a.m. – Awaken inmates, unlock cells
- 6:15-7:00 a.m. – Serve breakfast and account for all trays
- 7:00-9:00 a.m. – Ensure that inmates clean cells, sinks, commodes, shower area and day room area
- 8:00 a.m. – Assist with transport of inmates from the jail to the court holding facilities; second medical round begins
- 9:30 a.m. – Supervisors inspect pods; phones and televisions turned on in Levels 3-4 if all cleaning is completed satisfactorily

## What is a Usual Day for a Deputy?

- 11:45 a.m.-12:30 p.m. – Lunch is served and all trays are accounted for
- 12:00 p.m. – Telephones and televisions are turned on in Level 2 if all cleaning is done satisfactorily
- 4:00 p.m. – Third medical round begins
- 4:45-5:30 p.m. – Dinner is served and all trays are accounted for
- 5:30 p.m. – Jail is secured for the evening and a headcount is done
- 8:00 p.m. – Fourth medical round begins
- 11:00 p.m. – All facility programs are concluded
- 11:30 p.m. – Lights are shut off, televisions and phones are turned off, and inmates are locked down for the night

## **Inmates are Provided a Jail Handbook**

Covers a wide variety of topics including:

- Court Appearances
- Daily Routine of Jail
- Inmate Rules of Conduct
- Offenses and Punishments
- Grievance Procedures
- Programs Available

## What is a Usual Day for an Inmate?

- Breakfast is served at approximately 5:30 a.m.
- Inmates are unlocked from their cells and allowed to stay out in the dayroom area until 11:30 p.m. each night
- Program activities are available
- Inmates are responsible for cleaning their rooms, as well as the dayroom area
- Televisions and Phones are turned on when inmates successfully clean their housing area

# Programs Available

Inmates have the opportunity to participate in a variety of activities:

Gym  
Library  
Educational Classes/ Writing  
Classes  
Bible Studies  
Rehabilitation Programs (Alpha)  
Trustee Program  
Father's First  
Parenting Class  
Mental Health Discharge Planner



# Statistics

- For Fiscal Year 2014-2015:
  - 9,808 arrestees were booked into the Roanoke City Jail
  - The daily average population was 649 inmates
  - The Classification unit held 309 disciplinary hearings and 177 administrative hearings
  - The Transportation unit transported 17,220 inmates and logged 149,292 miles
  - 729 Temporary Detention Orders were served
  - Court Security screened 252,000 individuals entering the courthouse

## Statistics (continued)

- Civil Process deputies served over 87,000 civil, criminal and other warrants
- DARE officers taught in 17 elementary schools. 10,163 students participated in classes
- DARE officers spent an average of 298 hours counseling students, 105 hours conferring with parents, and 672 hours with teachers and principals
- DARE officers responded to 536 incidents

## Statistics (continued)

- Inmate work crews performed a total of 7,208 man hours, including 1,248 jobs benefiting the City of Roanoke, 154 jobs benefiting non-profits, and an average of 172 city owned vehicles per month were washed by inmates.
- Sheriff's deputies participated in dozens of community activities, including parades, HEAT VIN etching events, a weekly partnership with Angels of Assisi, participation in the GTO (Growth Through Opportunity) Cadets program, an annual Charity Golf Tournament, Tug for Tots, and Relay for Life and Special Olympics fundraisers, to name a few.

# Nationally Accredited Agency

- The Roanoke City Jail was awarded accreditation by the **National Commission on Correctional Health Care**, November 2011. NCCHC's initial accreditation of Roanoke City Jail was awarded in 1987.



# ACA Accreditation

- The Roanoke City Jail was awarded National Accreditation by the **American Correctional Association**, July 2012. The initial ACA Accreditation was awarded in 1991.



**Questions?**

**Thank you!**