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1. Council Agenda And Reports

Documents:

[CAR 08-15-16.PDF](#)

[MINS 05-02-16.PDF](#)

[MINS 05-16-16.PDF](#)

2. City Council Agenda

Documents:

[AG 08-15-16.PDF](#)

NOTICE:

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

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 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.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**AUGUST 15, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by Rabbi Kathy Cohen, Temple Emanuel.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Sherman P. Lea, Sr.

Welcome. Mayor Lea.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, August 18 at 7:00 p.m., and Saturday, August 20 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

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

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

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

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

**BUILDING AND FIRE CODE OF APPEALS – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2017**

**ECONOMIC DEVELOPMENT AUTHORITY – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING OCTOBER 20, 2017**

**PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION
CITY RETIREE – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2019**

**VISIT VIRGINIA'S BLUE RIDGE, BOARD OF DIRECTORS – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2017**

**YOUTH SERVICES CITIZEN BOARD – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2018**

THE CITY OF ROANOKE ALSO IS ACCEPTING NOMINATIONS FOR THE 2016 CITIZEN OF THE YEAR. TO OBTAIN INFORMATION TO SUBMIT A NOMINATION, CONTACT THE CITY CLERK'S OFFICE AT (540) 853-2541 OR ACCESS THE FORM AT EACH CITY LIBRARY BRANCH. DEADLINE FOR RECEIPT OF NOMINATIONS IS WEDNESDAY, SEPTEMBER 28, 2016.

THE ANNUAL STATE OF THE CITY ADDRESS WILL BE HELD ON THURSDAY, SEPTEMBER 1 AT 8:00 A.M., AT THE HOTEL ROANOKE AND CONFERENCE CENTER, 110 SHENANDOAH AVE N. W.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A proclamation declaring Monday, August 22, 2016, as Virginia Western Community College Day in honor of its 50th Anniversary.

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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.

4. CONSENT AGENDA:

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.

C-1 Minutes of the regular meetings of City Council held on Monday, May 2, 2016, recessed until Monday, May 9, 2016; and Monday, May 16, 2016.

RECOMMENDED ACTION: Dispense with the reading of the minutes and approve as recorded.

C-2 A communication from the City Manager requesting that City Council convene in a Closed Meeting to discuss the disposition of publicly-owned property located at 117 - 119 Norfolk Avenue, S. W., where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

P 10

RECOMMENDED ACTION: Concur in the request.

C-3 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 19, 2016, at 7:00 p.m., or at such time thereafter as the matter may be heard, or at such later date and time as determined by the City Manager, to consider the two proposed boundary line adjustments between the City of Roanoke and Roanoke County, (i) situated along Williamson Road, N. E., in proximity to the former Happy's Flea Market development, and (ii) situated along Blue Hills Village Drive involving two parcels owned by the National Bank of Blacksburg.

P 11

RECOMMENDED ACTION: Concur in the request.

C-4 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 19, 2016, at 7:00 p.m., or at such time thereafter as the matter may be heard, or at such later date and time as determined by the City Manager, to consider the sale of two City-owned parcels of property on Jae Valley Road in Roanoke County, bearing Official Tax Map Nos. 089.00-03-29.01-0000 and 089.00-03-29.02-0000, to the Roanoke County Parks and Recreation for a public park facility with public access to Back Creek for canoe and kayak uses.

P 15

RECOMMENDED ACTION: Concur in the request.

C-5 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 19, 2016, at 7:00 p.m., or at such time thereafter as the matter may be heard, or at such later date and time as determined by the City Manager, to consider granting, confirming, and/or amending easements and other property rights to South Commonwealth Partners, LLC, in connection with the Hampton Inn & Suites Hotel located at 27 Church Avenue, S. E. (adjacent to the Market Garage at 25 Church Avenue, S. E.).

P 16

RECOMMENDED ACTION: Concur in the request.

C-6 A communication from the Honorable William D. Broadhurst, Judge, Twenty-third Judicial Circuit of Virginia, transmitting the Annual Reports of the Board of Equalization for taxable years July 1, 2015 - June 30, 2016; and July 1, 2016 - June 30, 2017.

P 18

RECOMMENDED ACTION: Receive and file.

C-7 A communication from U. S. Senator, Mark Warner congratulating the City of Roanoke on its recognition as a Tree City USA community by the Arbor Day Foundation.

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RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS:

- a. A communication from the Commonwealth's Attorney recommending acceptance of the Multi-Jurisdictional Special Drug Prosecutor Grant from the State Compensation Board; and a communication from the City Manager concurring in the request.

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P 26
R 27
B/O 28

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

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance of the 2017 Virginia Sexual and Domestic Violence Victim Fund Grant from the Virginia Department of Criminal Justice Services to partially fund an existing Sexual Violence Specialist position in the Police Department.
2. Acceptance of a Virginia Department of Fire Programs Training Grant to be used for conference and education assistance to host the 2nd Annual Sound the Alarm Summit on September 12 – 14, 2016, at the Sheraton Hotel and Conference Center.
3. Acceptance of FY2017 Virginia Department of Transportation (VDOT) funds for the paving of Orange Avenue (Route 460) from 10th Street, N. W., to Gainsboro Road, N. W.
4. Execution of Amendment No. 1 to the City's contract with C. E. Thurston & Sons, Inc., for pipe insulation services at the Berglund Center.

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R 31
B/O 32

P 33
R 36
B/O 37

P 38
R 48
B/O 49

P 50
R 52

COMMENTS OF CITY MANAGER.

b. CITY ATTORNEY:

1. Execution of an agreement with Norfolk Southern Railway Company with regard to the Franklin Road Bridge Improvements.

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O 101

c. DIRECTOR OF FINANCE:

1. Execution of the First Amended and Restated Fiscal Agent Agreement by and among the City of Roanoke, Workforce Investment Area III Chief Local Elected Officials Consortium, Western Virginia Workforce Development Board, Inc., and Roanoke Valley-Alleghany Regional Commission, to provide for additional duties and responsibilities of the Commission as fiscal agent, for a five-year term, commencing July 1, 2016.

P 103
R 126

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 129
B/O 130

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A resolution recognizing the importance of early childhood education to children's future success in school and in life.

R 131

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 IN THE COUNCIL CONFERENCE ROOM; TO BE RECONVENED AT 7:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**AUGUST 15, 2016
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

The Invocation will be delivered by Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

CERTIFICATION OF CLOSED MEETING.

NOTICE:

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, August 18 at 7:00 p.m., and Saturday, August 20 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

A. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of Tavia Sturgill, Virginia State Youth of the Year for the Boys and Girls Club of America.

Presentation and recognition by the Lea Youth Outdoor Basketball League (LYOB).

B. PUBLIC HEARINGS:

1. Proposal of the City of Roanoke to consider the relocation of the central absentee voter precinct from the Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., to the General Registrar's Office located at 317 Kimball Avenue, N. E. Daniel J. Callaghan, City Attorney.
2. Proposal of the City of Roanoke to lease City-owned property designated as portions of Official Tax Map Nos. 4070507, 4070521, and 4060505, to the Blue Ridge Zoological Society of Virginia, Inc., (BRZSV), for the purpose of operating and maintaining Mill Mountain Zoo. Christopher P. Morrill, City Manager.
3. Request of the Roanoke City School Board to amend the Planned Unit Development Plan and conditions proffered as part of a previous rezoning at 2102 Grandin Road, S. W. Richard A. Rife, Agent, Spokesperson.

P 133 O 135 O 138

P 141 O 160

P 162 O 190

C. 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.

D. ADJOURN.

Office of the Mayor

CITY OF  ROANOKE

Proclamation

VIRGINIA WESTERN COMMUNITY COLLEGE DAY

WHEREAS, the Virginia Community College System (VCCS) was established in 1966 under the authority of Governor Mills Godwin and the General Assembly as a means to provide all the Commonwealth's residents an opportunity to achieve higher education and job training regardless of their location, family prominence or financial situation;

WHEREAS, the Community College of Roanoke, later to be renamed Virginia Western Community College, was the first among the eventual 23 VCCS institutions to open its doors to students in the fall of 1966; and has grown from an initial enrollment of 1,352 students to more than 12,000;

WHEREAS, Virginia Western Community College collaborates with area high schools to provide dual enrollment classes that give students college-level coursework that will allow them to earn a degree, certificate or industry-recognized certification that will lead to a career or to transfer seamlessly to a four-year university;

WHEREAS, the Virginia Western Community College Educational Foundation reduces or eliminates the financial burdens for students and their families through scholarships, grants and the Community College Access Program (CCAP);

WHEREAS, Virginia Western Community College is an economic driver for the Roanoke Region, helping individuals develop strong careers and attracting businesses to the region by preparing a well-trained workforce; and

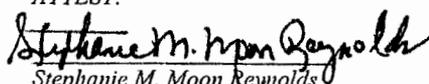
WHEREAS, Virginia Western Community College will celebrate its 50th Anniversary throughout the 2016-2017 Academic Year, culminating at the College's Commencement Ceremony on May 12, 2017 at the Berglund Center.

NOW, THEREFORE, I, Sherman P. Lea, Sr., Mayor of the City of Roanoke, Virginia, recognize and commend Dr. Robert H. Sandel, President of Virginia Western Community College, along with the College's many outstanding faculty, staff, students, alumni and supporters, and do hereby proclaim August 22, 2016, throughout this great All-America City, as "Virginia Western Community College Day."

Given under our hands and the Seal of the City of Roanoke this twenty-second day of August in the year two thousand and sixteen.



Sherman P. Lea, Sr.
Mayor

ATTEST:

Stephanie M. Moon Reynolds
City Clerk



C-2

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Request for Closed Meeting

This is to request that City Council convene a closed meeting to discuss the disposition of publicly-owned property, located at 117-119 Norfolk Avenue, S.W., identified as Official Tax Map Nos. 1010307 and 1010306, respectively, 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
Brian Townsend, Assistant City Manager
Barbara A. Dameron, Director of Finance
Wayne Bowers, Director of Economic Development



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Request for Public Hearing for Boundary Line Adjustments
between City of Roanoke and Roanoke County
(CM16-00111)

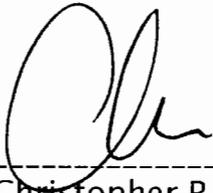
Background:

As part of the consideration related to the sale and disposition of a parcel of City-owned property located in Roanoke County to Roanoke County for the purpose of the development of a public park, the City of Roanoke and Roanoke County are proposing the adjustment of the boundary line between the two localities at two locations. The first proposed boundary line adjustment would consist of moving approximately 1.208 acres of property owned in two separate lots by the National Bank of Blacksburg, along with approximately 0.407 acres of adjacent public right-of-way, being a portion of Blue Hills Village Drive, from the County into the City. The properties owned by the National Bank of Blacksburg and the portion of Blue Hills Village Drive are presently situated in Roanoke County near the main entrance into Roanoke Centre for Industry and Technology. The location of this proposed boundary line adjustment is shown on Attachment 1. The second proposed boundary line adjustment would consist of moving approximately 1.0625 acres of property owned by CFS4111, L.L.C. and an adjacent 0.0184 acres of property owned by Williamson Road Plaza, L.L.C. from the County into the City. These parcels are situated along Williamson Road, N.E., in proximity to the former Happy's Flea Market development. The location of this proposed boundary line adjustment is shown on Attachment 2.

Pursuant to the provisions of Section 15.2-3106, et seq., of the Code of Virginia (1950), as amended, a public hearing is required for the consideration of such boundary line adjustments. A City Council agenda report containing specific information regarding the proposed boundary line adjustments will be provided to City Council as part of its agenda package for the public hearing.

Recommended Action:

Authorize the scheduling of a public hearing at City Council's meeting on Monday, September 19, 2016, at 7:00 p.m., or at such time as the matter may be heard, or at such other date and time as determined by the City Manager, to consider the two proposed boundary line adjustments between the City of Roanoke and Roanoke County as outlined above.



Christopher P. Morrill
City Manager

Attachments

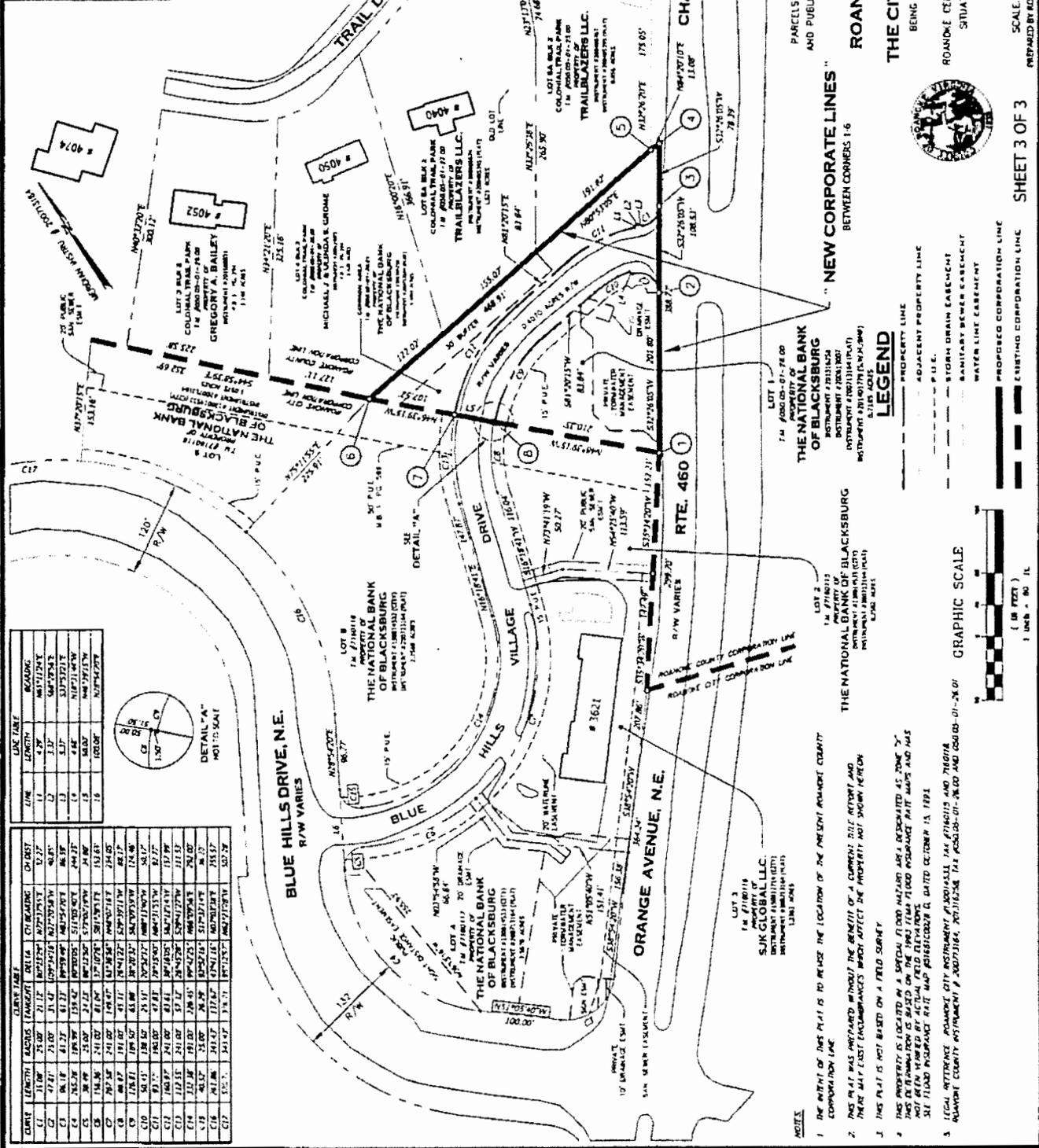
Distribution: Council Appointed Officers
Barbara A. Dameron, Director of Finance
Brian Townsend, Assistant City Manager for Community Development
Wayne Bowers, Economic Development Director
Susan Lower, Director of Real Estate Valuation

INSTRUMENT #



ROANOKE CO. PARCELS
INCLUDES LOT 1, COMMON AREA AND RIGHT-OF-WAY
TOTAL 1,810 AC.

1-2	S32°28'05"W	201.80'
2-3	S32°28'05"W	108.51'
3-4	S32°28'05"W	78.79'
4-5	N84°20'10"E	13.08'
5-6	N80°51'05"E	468.91'
6-7	N46°39'15"W	107.52'
7-8	N46°39'15"W	54.00'
8-1	N46°39'15"W	210.35'



LINE TABLE

LINE	LENGTH	BEARING
L1	4.79'	N85°11'24"E
L2	3.37'	S64°28'42"E
L3	5.37'	S37°52'21"E
L4	4.48'	N18°11'44"W
L5	3.83'	N46°39'15"W
L6	18.00'	N32°42'02"E

CHURN TABLE

CHURN	LENGTH	BEARING	AREA (SQ. FEET)	ON DIST
C1	31.00'	25.00'	771.25	0.27
C2	47.41'	31.07'	1,507.34	0.51
C3	48.18'	41.37'	1,995.89	0.65
C4	28.27'	19.89'	561.05	0.18
C5	28.49'	25.00'	712.25	0.23
C6	14.36'	21.00'	301.56	0.10
C7	29.58'	18.47'	540.51	0.18
C8	38.51'	25.00'	920.38	0.30
C9	38.51'	25.00'	920.38	0.30
C10	38.51'	25.00'	920.38	0.30
C11	38.51'	25.00'	920.38	0.30
C12	38.51'	25.00'	920.38	0.30
C13	38.51'	25.00'	920.38	0.30
C14	38.51'	25.00'	920.38	0.30
C15	38.51'	25.00'	920.38	0.30
C16	38.51'	25.00'	920.38	0.30
C17	38.51'	25.00'	920.38	0.30

PLAT SHOWING
PARCELS CONTAINING (0.7185 AC.) & (0.4904 AC.)
AND PUBLIC RIGHT-OF-WAY CONTAINING (0.4070 AC.)
BEING TRANSFERRED
FROM
ROANOKE COUNTY, VIRGINIA
TO
THE CITY OF ROANOKE, VIRGINIA
BEING A BOUNDARY LINE ADJUSTMENT SURVEY
ALONG THE PERIMETER OF
ROANOKE CENTRE FOR INDUSTRY & TECHNOLOGY PROPERTY
SITUATED ALONG ORANGE AVE RTE 460, N.C.
HOLLINS MAGISTERIAL DISTRICT
ROANOKE COUNTY, VIRGINIA

NEW CORPORATE LINES
BETWEEN CORNERS 1-6

THE NATIONAL BANK OF BLACKSBURG
1/4 ACROSS OF PROPERTY OF
INSTRUMENT # 20111224
INSTRUMENT # 20111227
INSTRUMENT # 20111214 (PLAT)
INSTRUMENT # 20111214 (PLAT)
LINE 2011

LEGEND
PROPERTY LINE
ADJACENT PROPERTY LINE
P.U.E.
STORM DRAIN EASEMENT
SANITARY SEWER EASEMENT
WATER LINE EASEMENT
PROPOSED CORPORATION LINE
EXISTING CORPORATION LINE

GRAPHIC SCALE
1 INCH = 80 FT.

NOTES
1 THE POINT OF BEGINNING IS TO BE THE LOCATION OF THE PRESENT ROANOKE COUNTY CORPORATION LINE.
2 THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT DIME REPORT AND THERE MAY BE DISCREPANCIES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.
3 THIS PLAT IS NOT BASED ON A FIELD SURVEY.
4 THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DEPICTED AS ZONE "X" AND HAS BEEN RECLASSIFIED AS A SPECIAL FLOOD HAZARD AREA. THE FLOOD INSURANCE RATE MAP HAS NOT BEEN RECLASSIFIED BY ACTUAL FIELD SURVEYS.
5 THE FLOOD INSURANCE RATE MAP HAS BEEN RECLASSIFIED AS ZONE "X" DATED OCTOBER 15, 1991.
6 LEGAL REFERENCE: ROANOKE COUNTY INSTRUMENT # 20111224, 20111227, 20111214, 20111214 AND 20111214-2401 ROANOKE COUNTY INSTRUMENT # 20111224, 20111227, 20111214, 20111214 AND 20111214-2401.

DATE: JULY 6, 2016
SCALE: 1" = 80'
PREPARED BY ROANOKE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
SHEET 3 OF 3
Drawing name: T:\Transportation\Projects\Wappy's Flea Market\Wappy's and Blue Hill.dwg



C-4

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Request Public Hearing for Sale of City-Owned Property Located on Jae Valley Road in Roanoke County, Virginia to the County of Roanoke, Virginia (CM16-00113)

Background:

The City of Roanoke owns two parcels of real property located on Jae Valley Road in Roanoke County bearing Official Tax Map Numbers 089.00-03-29.01-0000 and 089.00-03-29.02-0000. The parcels are currently vacant and not in use.

Roanoke County Parks and Recreation has approached the City about acquiring the parcels for the purposes of developing, constructing, operating and maintaining a public park facility with public access to Back Creek for canoe and kayak uses.

Recommended Action:

Authorize the scheduling of a public hearing at City Council's meeting on Monday, September 19, 2016, at 7:00 p.m., or at such time as the matter may be heard, or at such other date and time as determined by the City Manager, to consider the sale of the two City-owned parcels located in Roanoke County as identified above.

Christopher P. Morrill
City Manager

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



C-5

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Request to authorize the City Manager to schedule a public hearing for consideration of the granting, confirming, and/or amending easements and other property rights to South Commonwealth Partners, LLC in connection the Hampton Inn & Suites hotel at 27 Church Avenue, S.E. (adjacent to the Market Garage at 25 Church Avenue, S.E.) (CM16-00114)

Background:

The City and South Commonwealth Partners, LLC entered into a Performance Agreement for Hotel Development, Construction, Operation, and Maintenance dated December 18, 2013, (the "Hotel Performance Agreement") in connection with the construction, operation, and maintenance of a hotel with at least 123 rooms, but not exceeding 130 rooms ("Hotel"), within certain air rights, property rights, and easements within the City and more particularly described in a Deed of Certain Air Rights, Deed of Condominium Units, and Deed of Easements dated December 18, 2013, by and between the City and the Developer, recorded in the Clerk's Office of the Circuit Court of the City of Roanoke, Virginia as Instrument No. 130014480 (the "Deed").

Pursuant to the Deed, South Commonwealth Partners, LLC agreed to provide the City with field verified, sealed surveyor's plats showing the final location and extent of all easements granted for the Hotel project (the "Surveyor's Easement Plats"), prior to issuance of the Certificate of Occupancy, as this term is defined in the Hotel Performance Agreement. The Surveyor's Easement Plats will include accurate dimensions and references to the property boundary of the servient property for all easement areas, certified and sealed by a surveyor licensed in the Commonwealth of Virginia, and in a form suitable for recording in the Clerk's Office of the Circuit Court for the City of Roanoke, Virginia. South Commonwealth Partners, LLC shall be responsible for and pay all costs and expenses related to the preparation, completion, delivery, and recordation of the Surveyor's Easement Plats.

South Commonwealth Partners, LLC has provided the Surveyor's Easement Plats to the City, and is ready for the City to proceed with granting, confirming, and/or amending easements and other property rights to South Commonwealth Partners, LLC in connection the Hotel. A public hearing is required in order for the City to consider granting, confirming, and/or amending easements and other property rights to South Commonwealth Partners, LLC.

Recommended Action:

Authorize the scheduling of a public hearing at City Council's meeting on Monday, September 19, 2016, at 7:00 p.m., or at such time as the matter may be heard, or at such other date and time as determined by the City Manager, to consider granting, confirming, and/or amending easements and other property rights to South Commonwealth Partners, LLC in connection the Hampton Inn & Suites Hotel at 27 Church Avenue, S.E. (adjacent to the Market Garage at 25 Church Avenue, S.E.) as outlined above.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Barbara A. Dameron, Director of Finance
Brian Townsend, Assistant City Manager for Community Development
Wayne Bowers, Economic Development Director
Marc Nelson, Special Projects Coordinator, Economic Development

TWENTY-THIRD JUDICIAL CIRCUIT
OF VIRGINIA

WILLIAM D. BROADHURST, JUDGE
ROANOKE CITY COURTHOUSE
315 CHURCH AVENUE, S.W.
P.O. BOX 211
ROANOKE, VIRGINIA 24002-0211
(540) 853-2051
FAX (540) 853-1040
WBROADHURST@COURTS.STATE.VA.US



COMMONWEALTH OF VIRGINIA

CIRCUIT COURT FOR THE COUNTY OF ROANOKE
CIRCUIT COURT FOR THE CITY OF ROANOKE
CIRCUIT COURT FOR THE CITY OF SALEM

July 27, 2016

The Honorable Sherman P. Lea, Sr., Mayor
and
Members of the City Council
City of Roanoke
215 Church Avenue SW, Room 452
Roanoke, VA 24011-1594

Annual Reports of the Board of Equalization

Dear Mayor Lea and Members of Council:

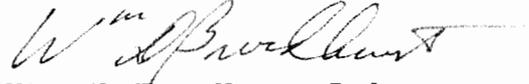
Please find enclosed the Reports of the Board of Equalization for the taxable years July 1, 2015 to June 30, 2016, and July 1, 2016 to June 30, 2017.

Thomas M. Hubbard, Robert K. Floyd, and Mary V. Hagmaier have continued to serve admirably in their positions. As always, the cooperation and assistance of the Office of Real Estate Valuation also contributes to the success of the efforts of the Board.

The Board again recommends the continued provision of office space separate from that occupied by the Office of Real Estate Valuation, along with appropriate furniture, computers, and necessary software and support. Likewise, the Board relies on the services of their long time clerical assistant, Ms. Pat Lam. As you are aware, Virginia Code § 58.1-3376 authorizes the Board to employ clerical and other assistants and to call in advisors and fix their compensation, all subject to the approval of City Counsel.

I wish you all good health and a good fortune as you continue to serve the citizens of the City of Roanoke.

With best regards,

A handwritten signature in black ink, appearing to read "W. D. Broadhurst". The signature is written in a cursive style with a long horizontal flourish extending to the right.

William D. Broadhurst, Judge

cc: Mr. Christopher P. Morrill, City Manager
Mr. Daniel J. Callaghan, Esq., City Attorney
Ms. Stephanie M. Moon, M.M.C., City Clerk
Mr. Thomas M. Hubbard, Chairman, Board of Equalization
Ms. Mary V. Hagmaier, Vice-Chairman, Board of Equalization
Mr. Robert K. Floyd, Jr., Secretary, Board of Equalization
Chief Judge Charles N. Dorsey
Judge James R. Swanson
Judge David B. Carson
Judge J. Christopher Clemens



Board of Equalization

Noel C. Taylor Municipal Building, Room 250
215 Church Avenue SW
Roanoke, Virginia 24011

July 11, 2016

The Honorable Judge William D Broadhurst
Judge of the Circuit Court
City of Roanoke
Roanoke, Virginia 24011

Dear Judge Broadhurst:

We wish to inform you that the Board of Equalization has completed its work for the taxable year July 01, 2016 to June 30, 2017.

The Board received 21 appeals. All properties were inspected with the following results:

- 21 Appeals were considered
 - 18 Residential Properties
 - 05 Residential affirmed value
 - 09 Residential decreased value
 - 02 Residential increased value
 - 03 Commercial and Industrial Properties
 - 03 Commercial and Industrial affirmed value
 - 00 Commercial and Industrial decreased value
- 02 Appeals were withdrawn before inspection

Filed
WDB
7-26-16

The Honorable Judge William D Broadhurst
July 11, 2016
Page 2

Orders were dated July 6, 2016 and mailed on July 08, 2016 informing each property owner of our decision.

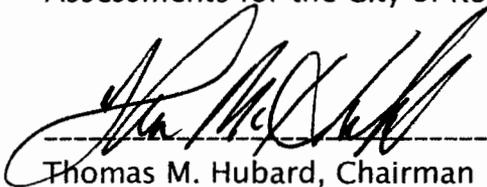
We would like to thank the Office of Real Estate Valuation for supplying property data on various properties. We trust that this assistance will be available for future Boards.

It is recommended that future Equalization Boards continue to have separate office space from the Office of Real Estate Valuation.

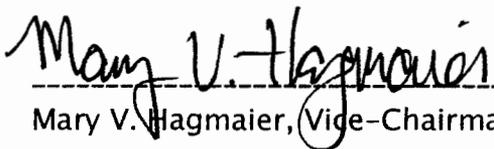
Should you have any questions, please contact us.

Respectfully,

Board of Equalization of Real Estate
Assessments for the City of Roanoke



Thomas M. Hubbard, Chairman



Mary V. Hagmaier, Vice-Chairman



Robert K. Floyd, Jr., Secretary

TMH/pal

MARK R. WARNER
VIRGINIA



UNITED STATES SENATOR
WASHINGTON, D.C.
July 27, 2016

C-7

The Honorable Sherman P. Lea
Mayor
City of Roanoke
215 Church Avenue SW, Suite 452
Roanoke, VA 24011-1521

Dear Mayor Lea,

I am pleased to extend my warmest congratulations to the City of Roanoke upon its recognition as a Tree City USA community by the Arbor Day Foundation.

This honor serves as a tribute to your community's exemplary leadership in protecting the environment. You have demonstrated your commitment to tree care and establishing healthy community forests; these efforts improve the community's air and water quality. As good stewards of the Commonwealth, we must cherish our natural resources and protect them so future generations can enjoy them as we have. Your community's commitment to preserving the environment is commendable.

On this important occasion, I wish the City of Roanoke the very best for continued success in the years to come.

Sincerely,

A handwritten signature in black ink that reads "Mark R. Warner".

MARK R. WARNER
United States Senator



CITY COUNCIL AGENDA REPORT

b.a.

To: Honorable Mayor and Members of City Council

Meeting: August 15, 2016

Subject: Acceptance of Funding for Drug Prosecutor

Background:

Federal funding was made available to the Commonwealth of Virginia to be used for the development of several Multi-Jurisdictional Special Drug Prosecutors statewide. The positions were developed to coordinate prosecutorial efforts among independent jurisdictions, reduce fractional and duplicate prosecutions, enhance the recovery of criminal assets, and utilize federal, state and local resources to assure maximum prosecutorial effectiveness and to provide specialized prosecutorial resources to the regional drug enforcement effort. The Commonwealth's Attorneys of Craig County, Franklin County, Roanoke County, and the Cities of Roanoke and Salem applied on October 9, 1987, to the Commonwealth's Attorneys' Services Council, the State agency responsible for the administration of the grant money, to fund a Multi-Jurisdictional Special Drug Prosecutor. City Council accepted the Multi-Jurisdictional Special Drug Prosecutor Grant in April, 1988, and a full-time Special Drug Prosecutor was hired in July, 1988. Annual re-application for this funding is required.

Considerations:

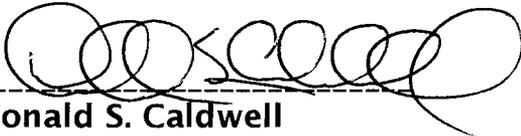
On April 15, 1994, funding for the Drug Prosecutor's Office was transferred from the Commonwealth's Attorneys' Services Council to the Compensation Board. The Compensation Board approved funding for the Drug Prosecutor in the amount of \$108,914 effective May 1, 2016, and funding will continue through June 30, 2017. A local match is required. The local match is \$57,409 for a total funding of \$166,323. Funding for the local share is available in the General Fund - Transfer to Grant Fund (account number 01-250-9310-9535).

Recommended Action:

Authorize the application for the Grant and accept funding from the Compensation Board in the amount of \$108,914 with the City providing local

match funding in the amount of \$57,409. Authorize the City Manager to execute the requisite documents to obtain the funding from the Compensation Board. All such documents shall be reviewed and approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish revenue estimates for \$108,914 in state grant funds and \$57,409 in local match, to transfer local match funding from the General Fund Transfer to Grant Fund account (01-250-9310-9535), and to appropriate funding totaling \$166,323 per attachment 1 into accounts to be established by the Director of Finance.



Donald S. Caldwell
Commonwealth's Attorney

Distribution: Council Appointed Officers

Attachment 1

Program Accounts

1002	Regular Employee Salaries	\$109,352
1105	City - Retirement	\$17,289
1117	401H Health Savings Account	\$ 1,094
1120	FICA	\$ 8,365
1125	Medical Insurance	\$12,696
1126	Dental Insurance	\$ 718
1130	Life Insurance	\$ 1,443
1131	Long Term Disability Ins.	\$ 366
3075	Other Rental	\$ 9,000
2020	Telephones	\$ 1,000
2030	Administrative Supplies	\$ 2,500
2044	Training and Development	<u>\$ 2,500</u>
	TOTAL	\$166,323



b.a.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Acceptance of Funding for Drug Prosecutor

I concur with the recommendation from Donald S. Caldwell, Commonwealth's Attorney, to accept funding from the Compensation Board of the Commonwealth of Virginia for the Special Drug Prosecutor position, in the amount of \$108,914, with the City providing the local match of \$57,409. I further recommend adopting the accompanying budget ordinance to establish a revenue estimate of \$108,914 in state grant funds, and to appropriate funding totaling \$166,323 in accounts to be established by the Director of Finance.

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

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Barbara Dameron, Director of Finance

6.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of funding for the regional drug prosecutor's office from the Compensation Board of the Commonwealth of Virginia and authorizing the acceptance, execution, and filing of appropriate documents to obtain such funds.

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

1. The City of Roanoke hereby accepts funding for the regional drug prosecutor's office in the total amount of \$108,914.00 from the Compensation Board of the Commonwealth of Virginia through June 30, 2017, with a local match of \$57,409.00.
2. The City Manager is hereby authorized to accept, execute, and file on behalf of the City of Roanoke any and all documents required to obtain such funding. 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 acceptance of the foregoing funding or with such project.

ATTEST:

City Clerk



b.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Regional Drug Prosecutor Grant, amending and reordaining certain sections of the 2016-2017 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 2016-2017 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations			
Regular Employee Salaries	35-150-4514-1002		\$ 109,352
City Retirement	35-150-4514-1105		17,289
401 Health Savings Match	35-150-4514-1117		1,094
FICA	35-150-4514-1120		8,365
Medical Insurance	35-150-4514-1125		12,696
Dental Insurance	35-150-4514-1126		718
Life Insurance	35-150-4514-1130		1,443
Disability Insurance	35-150-4514-1131		366
Telephone	35-150-4514-2020		1,000
Administrative Supplies	35-150-4514-2030		2,500
Training and Development	35-150-4514-2044		2,500
Other Rental	35-150-4514-3075		9,000
Revenues			
Regional Drug Prosecutor FY17-Comp Board	35-150-4514-4514		108,914
Regional Drug Prosecutor FY17-Local Match	35-150-4514-4515		57,409

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: August 15, 2016
Subject: 2017 Virginia Sexual and Domestic Violence Victim Fund Grant (CM16-00108)

Background:

The Department of Criminal Justice Services of the Commonwealth of Virginia has awarded the Roanoke Police Department \$31,588 in grant funding as part of the Virginia Sexual and Domestic Violence Victim Fund. There is no local match requirement. The Roanoke Police Department will use the award to partially fund its existing Sexual Violence Specialist position.

The Sexual Violence Specialist was previously funded as a full-time employee position through a combination of general funds and grant funds in the absence of alternative grant funding sources.

The 2017 Virginia Domestic Violence Victim Fund grant is not sufficient to fully cover the salary and benefits of a full time position. To maintain the position as a full time employee at current salary and benefit levels, the City of Roanoke will be required to provide an additional \$22,029 in funding to the 2017 Virginia Domestic Violence Victim Fund grant.

The Sexual Violence Specialist is an essential employee who provides services to the victims of sexual assault. The Sexual Violence Specialist investigates sexual violence offenses, ensures that victims receive support services throughout their case, and prepares cases for prosecution. Beyond the services that the employee provides in a grant funded capacity, the individual also serves as the Hispanic Outreach Coordinator for the Roanoke Police Department. The Hispanic Outreach Coordinator coordinates community events, assists in criminal investigations, and works to improve community relations.

Recommended Action:

Accept the 2017 Virginia Domestic Violence Victim Fund grant described above and authorize the City Manager to execute the grant agreement and any related documents; all such documents to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the Grant fund for State grant funds of \$31,588, transfer funding in the amount of \$22,029 from the Grant Match account (35-300-9700-5415) to provide local funding, and appropriate total funding of \$53,617 for salary and benefits into accounts to be established by the Director of Finance in the Grant Fund.



CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager
Barbara A. Dameron, Director of Finance
Tim Jones, Chief of Police
Amelia C. Merchant, Director of Management and Budget

CVS

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of the Virginia Sexual & Domestic Violence Victim Fund Grant made to the City of Roanoke by the Virginia Department of Criminal Justice Services, and authorizing execution of any required documentation on behalf of the City.

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

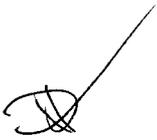
1. The City Manager is hereby authorized on behalf of the City to accept from the Virginia Department of Criminal Justice Services, the Virginia Sexual & Domestic Violence Victim Fund Grant in the amount of \$31,588, with a local match of \$22,029, making total funding of \$53,617, for the continued employment of the Police Department's Sexual Violence Specialist and Hispanic Outreach Coordinator, as more particularly described in the City Council Agenda Report dated August 15, 2016.

2. The City Manager is hereby authorized to execute and file, on behalf of the City, any documents setting forth the conditions of the grant in a form approved by the City Attorney.

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

ATTEST:

City Clerk.



T.a.l.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Virginia Sexual and Domestic Violence Victim Fund Grant, amending and reordaining certain sections of the 2016-2017 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 2016-2017 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Regular Employee Wages	35-640-3368-1002	\$ 37,381
City Retirement	35-640-3368-1105	5,910
Health Savings	35-640-3368-1117	374
FICA	35-640-3368-1120	2,860
Medical Insurance	35-640-3368-1125	6,224
Dental Insurance	35-640-3368-1126	378
Life Insurance	35-640-3368-1130	490
Revenues		
Domestic Violence Victim FY17 - State	35-640-3368-3368	31,588
Domestic Violence Victim FY17 - Local	35-640-3368-3369	22,029

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

T.a.2.

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Virginia Department of Fire Programs (VDFP) Training Grant Acceptance (CM16-00109)

Background:

Earlier this year, the Virginia Department of Fire Programs "VDFP" accepted applications for grants to be used by local fire departments for conference and education assistance. The City of Roanoke received notification that the City will be receiving \$10,000. The funds will be used to fund the 2nd Annual Sound the Alarm: Public Information Officers (PIO) & Community Risk Reduction Summit that will be held at the Roanoke Sheraton Hotel & Conference Center September 12th-14th. This conference is geared towards Public Information Officers and educators from all around the Commonwealth and will feature sessions that focus on crisis communications, social media, and Red Cross/Emergency Management programs.

Considerations:

City Council approval is needed to formally accept these funds.

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. Establish a revenue estimate of \$10,000 in the Grant Fund and appropriate funding in the same amount into an expenditure account established by the Director of Finance.

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

Christopher P. Morrill
City Manager

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



COMMONWEALTH OF VIRGINIA

Virginia Department of Fire Programs

Melvin D. Carter
EXECUTIVE DIRECTOR

Finance Branch
1005 Technology Park Drive
Glen Allen, VA 23059-4500
Phone: 804/ 371-0220
Fax: 804/ 371-3444

July 18, 2016

Ms. Tiffany Bradbury
City of Roanoke
713 Third Street, SW
Roanoke, VA 24016

Dear Ms. Bradbury:

We are pleased to advise the **City of Roanoke** of an **assistance award of \$10,000** under the **Conference and Education Assistance Program** for support of the **Sound the Alarm Summit** as proposed in your assistance application.

Funds are being made available for FY-2017. The performance period of the award is July 1, 2016 to June 30, 2017. In order to remain eligible for the award the enclosed acceptance letter must be signed and returned to me no later than August 18, 2016. The document can be returned via a mailing service or email. Disbursement of the assistance award in the amount of \$10,000 is scheduled for release by September 30, 2016 pending my receipt of your signed acceptance certification document.

Be advised that the terms and conditions of this assistance award are set forth in the Conference and Education Administrative Policy & Application Instructions (available on our website). **Further, the recipient will provide in writing to the Virginia Department of Fire Programs an accounting and after action report within thirty (30) days of the conference conclusion or June 30th depending on the event date. A copy of the event itinerary along with invoices totaling the amount of award shall be included in the submission.**

If you have any questions, feel free to contact me at my office 804/249-1958, or via email at Theresa.Hunter@vdfp.virginia.gov.

Respectfully,

A handwritten signature in black ink that reads "Theresa Hunter".

Theresa Hunter
Budget and Grants Manager

Award Acceptance Certification

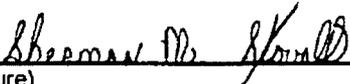
Directions	<ul style="list-style-type: none"> All completed acceptance statements must be received by VDFP not later than 5:00pm Thursday, August 18, 2016; VDFP assumes no responsibility for lost, delayed, or incomplete paperwork. Properly completed acceptances not otherwise received timely may result in the award having then expired. In the foregoing it is highly recommended that completed paperwork be returned via USPS Certified Mail RETURN RECEIPT REQUESTED or through the use of a private transfer service such as UPS, FedEx or the like. Email submissions are also accepted. It is solely the grant award recipient's responsibility to assure that all FIN, FIPS, and EFT information is complete & accurate. Be sure that if a transfer (EFT) into other than your jurisdiction's ATL allocation receiving account is used, that the proper account information is provided and returned on or before the above deadline. All entries must be made in ink or type-written.
-------------------	---

VDFP Stipulation(s)	<p style="text-align: center;">City of Roanoke</p> <p>You have been awarded a Conference and Education Assistance grant from the Virginia Department of Fire Programs in the amount of \$10,000. This grant is to be used for the Sound the Alarm Summit as indicated on your application:</p> <p>It is a pleasure to be able to support your organization and its educational efforts.</p>
----------------------------	--

The offer of this award shall expire effective 5:00pm Thursday, August 18, 2016, if not otherwise accepted by that time. This grant is awarded effective this date for acceptance of any above specific terms & conditions and the general terms & conditions as enumerated under the Department's current Conference and Education Grant policy. In accepting this award the recipient agrees to use such funds only for the specific purpose(s) granted and further agrees, in the event of non-compliance, to the full repayment of all grant monies received, such made to the Commonwealth's FIRE PROGRAMS FUND through a prompt & complete reimbursement to the "Treasurer of Virginia" and tendered to the VIRGINIA DEPARTMENT OF FIRE PROGRAMS.

↓ Mark only one – failure to complete this entry may result in expiration of the award

The award is...	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
-----------------	---

	7/26/16 (Date)
Sherman M. Stovall (Typed / Printed Name)	7/26/16 (Title)

JWS

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Conference and Education Assistance grant to the City from the Virginia Department of Fire Programs, and authorizing execution of any required documentation on behalf of the City in connection with such grant.

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

1. The City Manager is hereby authorized on behalf of the City to accept from Virginia Department of Fire Programs, a grant in the amount of \$10,000, with no local match from the City, such funding to be used to fund the 2nd Annual Sound the Alarm: PIO & Community Risk Reduction Summit that will be held at the Roanoke Sheraton Hotel & Conference Center, all of which is more particularly described in the City Council Agenda Report dated August 15, 2016.

2. The City Manager is hereby authorized to execute and file, on behalf of the City, any documents setting forth the conditions of the grant in a form approved 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 Commonwealth of Virginia Department of Fire Programs for conference and education assistance to host the Sound the Alarm Conference, amending and reordaining certain sections of the 2016-2017 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 2016-2017 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations			
Training and Development	35-520-3742-2044	\$	10,000
Revenues			
VDFP Sound the Alarm Conference FY17	35-520-3742-3742		10,000

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

7.a.3.

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Acceptance of FY 2017 VDOT Funding -
Authorization and Appropriation of Funds (CM00016-110)

Background:

In 2014, the General Assembly passed legislation providing that State primary routes maintained by municipalities can receive a portion of the reconstruction and paving allocations previously only distributed to Interstates and state-maintained primary roads. Additional paving funds were made available to localities through House Bill 2 in the form of State of Good Repair Funding.

Considerations:

The City of Roanoke applied for funds through these programs and has been awarded \$365,000 for the paving of Orange Avenue (Route 460) from 10th St N.W. to Gainsboro Road.

Recommended Action:

Accept VDOT's award of funds for paving in the total amount of \$365,000, and acknowledge that the City has committed to funding the local share for the costs of preliminary engineering, right of way, and construction (as applicable) for this project in accordance with the project finance documents .

Authorize the City Manager to execute the project administration agreement and appendices and to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds as referred to above.

Adopt the accompanying Budget Ordinance to establish a revenue estimate for the primary extension funds in the amount of \$365,000 and appropriate funding in the same amount to a new expenditure account for street paving to be established 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
Mark D. Jamison, P.E., PTOE, Transportation Division Manager

Appendix A

Project Number: U000-128-405 UPC: 109651 CFDA # N/A Locality: City of Roanoke

Project Location ZIP+4: 24011-1520	Locality DUNS# 006704316	Locality Address (incl ZIP+4): 215 Church Ave. SW Roanoke, VA 24011
---------------------------------------	--------------------------	---

Project Narrative

Scope:	Primary Extension - City of Roanoke - Route 460 / Orange Ave	
From:	10th Street NW	
To:	Gainsboro Road	
Locality Project Manager Contact info:	Mark Jamison; 540-853-5471	mark.jamison@roanokeva.gov
Department Project Coordinator Contact Info:	Cheryl Becker, 540-387-5399	cheryl.becker@vdot.virginia.gov

Project Estimates				
	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$0	\$0	\$362,500	\$362,500
Estimated VDOT Project Expenses	\$1,000		\$1,500	\$2,500
Estimated Total Project Costs	\$1,000	\$0	\$364,000	\$365,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type <i>(Choose from drop down box)</i>	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$1,000	State Funds	0%	\$0	\$1,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total PE	\$1,000			\$0	\$1,000	\$0
Right of Way & Utilities						
Total RW						\$0
Construction	\$364,000	State Funds	0%	\$0	\$364,000	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
Total CN	\$364,000			\$0	\$364,000	\$362,500
Total Estimated Cost	\$365,000			\$0	\$365,000	\$362,500

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$365,000
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$362,500

Project Financing					
State of Good Repair State Funds	CTB Formula State Funds				Aggregate Allocations
\$254,932	\$110,068				\$365,000

Program and project Specific Funding Requirements	
<ul style="list-style-type: none"> This project shall be administered in accordance with VDOT's Urban Manual This project shall be administered in accordance with VDOT's Locally Administered Projects Manual This project shall meet all applicable ADA requirements The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the Department. Funds for this project are not available until July 1, 2016 This project must be advertised within six months of award funding or be subject to deallocation This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$365,000 (if applicable) 	
<ul style="list-style-type: none"> Total project allocations: <u>\$365,000</u> 	

Authorized Locality Official and date

Authorized VDOT Official
Recommendation and Date

Typed or printed name of person signing

Jay Guy, Program Manager
Typed or printed name of person signing

Airport Access
ARRA
Betterment
CMAQ
Economic Development Access
Enhancement
Federal BR Funds
Federal Demo Funds
Federal Formula
Federal Interstate
HSIP
Local Match
Local Funds
Minimum Guarantee Equity Bonus
NHS
PTF
Public Lands
Recreational Access
Residue Parcel
Revenue Sharing
RSTP
Secondary
Scenic Byways
Soft match
State Match
State Funds
TEA 21 High Priority
Transportation Alternatives
Urban
Other

Urban Manual
Revenue Sharing Manual
Enhancement Manual
Locally Administered Projects Manual

N/A
20.205

Standard Bullets for Agreements (copy & paste as necessary)

• This project is funded with federal-aid Congestion Mitigation and Air Quality Program (CMAQ) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

o FY__ \$_____ Allocation by the CTB, Obligation deadline _____, Expenditure deadline _____

• This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

o FY__ \$_____ Allocation by the CTB, Obligation deadline _____, Expenditure deadline _____

• This project is funded with federal-aid Regional Surface Transportation Program (RSTP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

o FY__ \$_____ Allocation by the CTB, Obligation deadline _____, Expenditure deadline _____

• The project will be constructed and maintained in accordance with _____ (List Appropriate Guide or Manual)

• The Locality will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the Locality subsequent to project completion without approval of the Department, the locality inherently agrees, by execution of this agreement, to make restitution, either physically or

• This project is a Revenue Sharing project and must follow the procedures set forth in the Guide to the Revenue Sharing Program.

• In accordance with §33.1-23.05 of the *Code of Virginia*, this project must be initiated and at least a portion of the funds expended by {date} or the project may be subject to deallocation

• This project is a Safe Routes to Schools Project. The Project must be completed and allocated funds expended within three years of the agreement having been signed

• VDOT has billed \$ _____ - (dollar amount) the locality for this project as of _____ (date)

• VDOT has received \$ _____ - (dollar amount) from the locality for this project as of _____ (date)

• The Locality shall reimburse the Department \$ _____ received as an overpayment in excess of eligible project costs.

• The project will be constructed and maintained in accordance with VDOT's: _____ (List Appropriate Guide or Manual)

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
U000-128-405	109651	City of Roanoke

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, by and between the City of Roanoke, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
 - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
 - h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
 - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

- d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.
 - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
 4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
 5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
 6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
 7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
 8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing,

receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

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IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

CITY OF ROANOKE, VIRGINIA:

Typed or printed name of signatory

Title

Date

Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachment
Appendix A UPC 109651

J. Callaghan

7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting Primary Extension Funds from the Virginia Department of Transportation for the paving of Orange Avenue from 10th Street, N.W., to Gainsboro Road, N.W., and authorizing such additional action and execution of any required documents on behalf of the City in connection with such funds under certain conditions.

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

1. The City Manager is hereby authorized on behalf of the City of Roanoke to accept Virginia Department of Transportation Primary Extension Funds in the amount of \$365,000, which funds may require a local match of the costs of preliminary engineering, right of way, and construction (as applicable), for the paving of Orange Avenue from 10th Street, N.W., to Gainsboro Road, N.W., and, to the extent a local match is required, such funds having already been committed by the City of Roanoke, all of which is more particularly described in the City Council Agenda Report dated August 15, 2016.

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

3. The City Manager is hereby authorized to take such further actions and execute all documents as may be necessary to implement and administer such funds, including establishing guidelines for the use of such funds, consistent with the terms of this resolution, with any such documents being approved as to form by the City Attorney.

ATTEST:

City Clerk.

7.0.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from Virginia Department of Transportation for Capital Street Paving projects, amending and reordaining certain sections of the 2016-2017 Capital Projects 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 2016-2017 Capital Projects Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Appropriated from State Grant Funds	08-530-9488-9007	\$ 365,000
Revenues		
VDOT Capital Street Paving FY17	08-530-9488-9488	365,000

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: August 15, 2016

Subject: Amendment to Contract with C.E. Thurston & Sons, Inc.
(CM16-00112)

Background:

A Contract dated November 16, 2015, was issued to C.E. Thurston & Sons, Inc. for pipe insulation services at the Berglund Center for the City of Roanoke for a lump sum price of \$129,000.

Amendment No. 1 is now needed to increase the total amount of the contract to allow for additional work and increase the time of completion to allow for completion of the remaining work. Amendment No. 1 will be effective retroactive to November 16, 2015.

Amendment No. 1 provides clarification to the work described, which incorporates additional square footage not previously accounted for. The additional work results in an increase of \$75,842 to the Contract amount, thus increasing the lump sum contract amount to \$204,842.

Considerations:

City Council approval is needed to amend the original contract, funding for which is available in account #05-550-8637.

Recommended Action:

Authorize the City Manager's execution of Amendment No. 1, approved as to form by the City Attorney.

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



CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officers
Sherman Stovall, Asst. City Manager for Operations
Barbara A. Dameron, Director of Finance
Michael Shockley, Director of General Services

557
8/16/16

7.0.4

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager to execute Amendment No. 1 to the City's Contract with C.E. Thurston & Sons, Inc., for pipe insulation services at the Berglund Center.

WHEREAS, the City entered into a contract with C.E. Thurston & Sons, Inc. ("Contractor"), dated November 16, 2015 ("Contract"), pursuant to which Contract, the Contractor agreed to provide for pipe insulation services at the Berglund Center;

WHEREAS, the City and the Contractor have agreed to amend the Contract to extend the term of the Contract and increase the amount payable to the Contractor to allow for completion of the remaining work, as set forth in Amendment No. 1, a copy of which Amendment No. 1 is attached to the City Council Agenda Report dated August 15, 2016; and

WHEREAS, pursuant to City Charter and City Code, City Council authorization is required because the aggregate amount of all increases payable under the Contract, as amended, will exceed \$50,000.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Roanoke that the City Manager is hereby authorized, for and on behalf of the City, to execute Amendment No. 1 to the City's Contract with C.E. Thurston & Sons, Inc., for pipe insulation services at the Berglund Center, such Amendment No. 1 to be approved as to form by the City Attorney, all of which is more fully set forth in the City Council Agenda Report dated August 15, 2016

ATTEST:

City Clerk.



Daniel J. Callaghan
City Attorney

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

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

7.b.1.

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

August 15, 2016

The Honorable Sherman P. Lea, Sr., Mayor
and Members of City Council
Roanoke, Virginia

Re: Proposed Agreement with Norfolk Southern Railway Company
Franklin Road Bridge Improvements

Dear Mayor Lea and Members of Council:

Background

The City is proceeding with the planned improvements to the Franklin Road Bridge. A critical component of this process includes an agreement between the City and Norfolk Southern Railway Company (NS) to allow the City and its contractors to enter onto the NS property for this construction project. Attached to this Letter is a copy of the proposed agreement with NS (Agreement).

The Agreement sets forth the rights of the City and its contractors to enter onto the NS property. The Agreement also sets forth the obligations of the City with respect to insurance, compliance with applicable laws, and the imposition of requirements on the City's contractors. Under this Agreement, each contractor must execute a right of entry agreement with NS and provide indemnification protection for NS. The City will not be required to provide any indemnity. The Agreement also sets forth the obligations of NS to make certain improvements to its property. The costs that NS will incur will be reimbursed by the City.

The Agreement includes a provision with respect to the City's property rights on and over the NS property. Specifically, Section II, 18 provides that the City will provide NS with "as-built" plans for the improvements following completion of construction. The City and NS will enter into an agreement to establish and confirm the City's easement rights. The City will not be obligated to pay for these property rights, assuming that the improvements remain within the existing piers and footprint of the current Franklin Road Bridge. The City expects that the improvements will remain within these areas.

Council action is required to authorize execution of the Agreement and the acquisition of the property rights needed to construct, maintain, and operate the Franklin Road Bridge.

Recommended Action

Adopt the attached ordinance to authorize execution of the Agreement and the acquisition of any needed property rights by the City.

Sincerely,



Daniel J. Callaghan
City Attorney

DJC/lsc

- c: Christopher P. Morrill, City Manager
- R. Brian Townsend, Assistant City Manager
for Community Development
- Sherman Stovall, Assistant City Manager
for Operations
- Barbara Dameron, Director of Finance
- Troy D. Harmon, City Auditor
- Stephanie Moon Reynolds, City Clerk
- Phil Schirmer, City Engineer

THIS AGREEMENT, dated as of the ____ day of _____, 201_ is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY" or "NSR"); and

THE CITY OF ROANOKE, VIRGINIA, a Virginia Municipality, whose mailing address is 215 Church Avenue, Room 350, Roanoke, Virginia 24011 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to replace the existing Franklin Road Bridge over RAILWAY (the existing and new bridge and appurtenances thereto referred to herein as the "Facilities"), in the vicinity of RAILWAY Milepost V-243.55, at or near Roanoke, Virginia (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, replacement, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, replacement, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation, construction, replacement maintenance, operation and removal of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall cause to be constructed and maintained, the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY

Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to require its contractor(s) to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring that arises or in any manner grows out of (a) the presence of LICENSEE's contractor(s) and its or their employees, agents and/or sub-contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or LICENSEE's contractor(s) or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE or LICENSEE's contractor(s) from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters.

. LICENSEE, assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation, operation, maintenance and/or use of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement, including conducting proper testing and disposal of disturbed media. In addition, LICENSEE shall obtain, or shall require its contractors to obtain, any necessary permits to install, operate, maintain and/or use the Facilities. LICENSEE agrees that it shall require its contractors to be responsible for any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the installation, maintenance, or presence of the Facilities, including without limitation cleanup costs on RAILWAY's property and/or other property caused by such installation, maintenance or presence of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation, construction, replacement, maintenance, operation, or removal of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, construction, replacement, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the installation, construction, operation, maintenance and removal of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s) to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" in the event LICENSEE enters onto the Premises to perform any work contemplated by this Agreement other than periodic inspections when LICENSEE's contractor(s) is/are present. LICENSEE hereby agrees that it will not be entering the Premises for any purpose other than the periodic inspections addressed herein. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the RAILWAY's track or other railroad facilities, including without limitation communication and signal systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY,

express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof; or

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. RAILWAY further acknowledges, agrees, and confirms that LICENSEE holds sufficient interests in real property for LICENSEE to maintain and operate the existing bridge and appurtenances on and over the Premises within the areas depicted on Exhibit A attached hereto and made a part hereof; and, pursuant to such rights and interests of LICENSEE, LICENSEE has sufficient property interests in the Premises to construct, repair, replace, maintain, and operate the Facilities on and over the Premises in the locations depicted in the plans and specifications set forth in Exhibit B attached hereto and made a part hereof. Upon completion of construction of the Facilities, LICENSEE and RAILWAY will execute a conveyance of permanent easement rights to construct, maintain, operate, and repair the Facilities that will confirm the rights and interests of LICENSEE in the Premises and confirm the location of these interests. LICENSEE will furnish the plans, descriptions, and instrument for such conveyance and confirmation at LICENSEE'S sole cost and expense. RAILWAY shall not be entitled to, and LICENSEE shall not be obligated to make, any payment in connection with the execution, delivery, and recording of this conveyance, provided that the location of the bridge and appurtenances, as constructed pursuant to this Agreement, remain within the existing piers for the bridge and appurtenances presently located on the property of RAILWAY. In the event that LICENSEE requires additional property rights for (i) the Facilities; or (ii) any future modifications, repairs, or replacement of the Facilities, LICENSEE shall be obligated to pay for such additional easement rights on and over the Premises based upon the fair market value of such additional easement rights and the damage to the residue, if any, as such value RAILWAY and LICENSEE shall mutually agree.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **One Million Four Thousand One Hundred Fifty-Three Dollars and Zero Cents (\$1,004,153.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
City of Roanoke, Virginia
Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Attention: Roanoke City Engineer

As to RAILWAY:
c/o Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3504
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete

work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment: Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Intentionally Omitted

10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF ROANOKE, VIRGINIA,

**NORFOLK SOUTHERN RAILWAY
COMPANY, a Virginia corporation**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

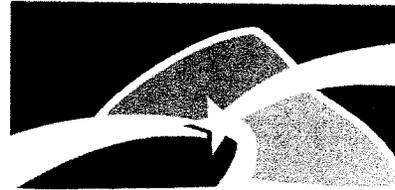
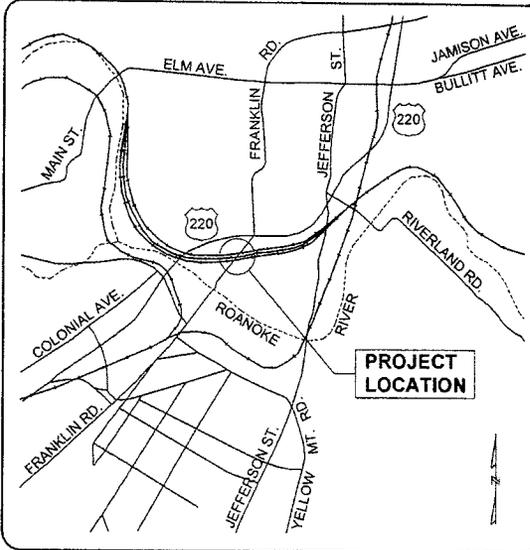
NS File: BR0002281

Approved as to form:

Roanoke City Attorney

EXHIBIT A

PROJECT LOCATION MAP



ROANOKE

OFFICE OF THE CITY ENGINEER
 215 CHURCH AVENUE, SW
 ROOM 350
 ROANOKE, VIRGINIA 24011-1587
 PHONE: (540) 853-2731 FAX: (540) 853-1364
 ENGINEER@ROANOKEVA.GOV

CONSTRUCTION PROCEDURE REQUIREMENTS

1. RIGHT-OF-WAY EXCAVATION PERMIT - PRIOR TO COMMENCEMENT OF ANY DIGGING, ALTERATION OR CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY (STREETS, ALLEYS, PUBLIC EASEMENTS), A RIGHT-OF-WAY EXCAVATION PERMIT SHALL BE APPLIED FOR AND OBTAINED BY THE CONTRACTOR FROM THE CITY OF ROANOKE.
2. LAND DISTURBANCE PERMIT - AN APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR ANY BORROWFILL SITES ASSOCIATED WITH THE PROJECT MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT.
3. PLANS AND PERMITS - A COPY OF THE PLANS AS APPROVED BY THE CITY (SIGNED BY THE PROPER CITY OFFICIALS) AND ALL PERMITS ISSUED BY THE CITY SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES OF ONGOING CONSTRUCTION
4. LOCATION OF UTILITIES - THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
5. CONSTRUCTION ENTRANCE - THE CONTRACTOR SHALL INSTALL AN ADEQUATE CONSTRUCTION ENTRANCE FOR ALL CONSTRUCTION RELATED EGRESS FROM THE SITE. SIZE AND COMPOSITION OF CONSTRUCTION ENTRANCE SHALL BE AS SHOWN ON THE PLANS.
6. STREETS TO REMAIN CLEAN - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT THE PUBLIC STREET ADJACENT TO THE CONSTRUCTION ENTRANCE REMAINS FREE OF MUD, DIRT, DUST, AND/OR ANY TYPE OF CONSTRUCTION MATERIALS OR LITTER AT ALL TIMES.
7. BARRICADES/ DITCHES - THE CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF ALL EXCAVATED DITCHES AND SHALL FURNISH AND ENSURE THAT ALL BARRICADES PROPER AND NECESSARY FOR THE SAFETY OF THE PUBLIC ARE IN PLACE.
8. SEWER AND PAVEMENT REPLACEMENT - CONSTRUCTION OF SANITARY SEWERS AND THE REPLACEMENT OF PAVEMENT SHALL BE IN ACCORDANCE WITH APPROVED STANDARDS AND SPECIFICATIONS OF THE CITY OF ROANOKE AND THE WESTERN VIRGINIA WATER AUTHORITY.
9. APPROVED PLANS/ CONSTRUCTION CHANGES - ANY CHANGE OR VARIATION FROM THE CONSTRUCTION DESIGN AS SHOWN ON THE OFFICIALLY APPROVED PLANS SHALL BE APPROVED BY THE EROSION AND SEDIMENT CONTROL AGENT PRIOR TO SAID CHANGES OR VARIATION IN CONSTRUCTION BEING MADE.
10. FINAL ACCEPTANCE/ CITY - THE OWNER OR DEVELOPER SHALL FURNISH THE CITY OF ROANOKE'S PLANNING BUILDING AND DEVELOPMENT DEPARTMENT WITH A FIELD SURVEY FINAL CORRECT SET OF AS-BUILT PLANS OF THE NEWLY CONSTRUCTED STORM DRAIN AND/OR STORM WATER MANAGEMENT FACILITIES PRIOR TO FINAL ACCEPTANCE AND ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY. AS-BUILT PLANS SHALL BE PROVIDED IN THE STATE PLANE VIRGINIA SOUTH COORDINATE SYSTEM, NAD 1983, FIPS 4502 FEET. US SURVEY FEET, DATUM NAD 83, IN THE FORM OF 1 PAPER COPY AND 1 DIGITAL AUTOCAD FILE.

CONSULTING ENGINEERS

AECOM
 10 SOUTH JEFFERSON STREET
 SUITE 1600
 ROANOKE, VIRGINIA 24011
 PHONE: (540) 857-3100

AECOM PROJECT NO.: 60290893

PROJECT NAME

FRANKLIN ROAD BRIDGE REPLACEMENT
 OVER N.S. RAILWAY
 STRUCTURE 1817
 CITY OF ROANOKE, VIRGINIA

CITY PROJECT NUMBER: 6787

VDOT PROJECT NUMBER: 0220-128-R34 / UPC 104248

NCS FILE: 117-19156 (BR0002281) R.R.M.P. V-243.55 (VIRGINIA)

REVISION BY	DESCRIPTION:	DATE

FINAL PLANS FOR
 NORFOLK SOUTHERN
 RAILWAY REVIEW
 14 AUG. 2015

APPROVED FOR CONSTRUCTION

ROANOKE CITY ENGINEER	DATE
DIRECTOR OF PUBLIC WORKS	DATE

ADVERTISED DATE: _____

SET NUMBER: _____

SHEET NUMBER: G-001

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal

clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.



E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
 - c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
 - d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
 - e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.
2. Submittal Requirements
 - a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
 - f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
 - g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.
4. Vertical Demolition Debris Shield
- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.
- G. Erection & Hoisting Procedures
1. General
- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
 - c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
 - d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
 - e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.



2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
 - q. A copy of the borings and Geotechnical information or report.
- I. Track Monitoring
- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:
- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.



8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:



- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.

- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
- 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from



bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

a. The insurer must be rated A- or better by A.M. Best Railroad, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company.

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

c. The named insured shall read:

(As named in the Project Agreement with Project Sponsor)
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: S. W. Dickerson Risk Management

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.

f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that are **required** are:

- (1) Physical Damage to Property Amendment
- (2) Terrorism Risk Insurance Act (TRIA) coverage must be included



i. Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion – Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) Required State Cancellation Endorsement
- (4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:

- (1) Any Pollution Exclusion Endorsement except CG 28 31
- (2) Any Punitive or Exemplary Damages Exclusion
- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) An Endorsement that limits or excludes Professional Liability coverage
- (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (7) An Endorsement that excludes TRIA coverage
- (8) A Sole Agent Endorsement
- (9) Any type of deductible endorsement or amendment
- (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.

C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures



1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**
2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- | | |
|---------------------------|-----------------------|
| A. Date: | <u>August 8, 2016</u> |
| B. NS File No.: | <u>BR0002281</u> |
| C. NS Milepost: | <u>V-243.55</u> |
| D. Sponsor's Project No.: | _____ |

EXHIBIT C

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS FILE: BR0002281

NORFOLK SOUTHERN CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____ ("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or in the vicinity of Company Milepost V-243.55, at or near Roanoke, Virginia (the "Premises") for the sole purpose of replacing the existing Franklin Road Overhead Bridge, on behalf of the City of Roanoke (the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of

EXHIBIT C

whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

EXHIBIT C

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal

NORFOLK SOUTHERN RAILWAY COMPANY

By _____

By _____

Title _____

Title _____

Date _____, 20____

Date _____, 20____

EXHIBIT D

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Norfolk Southern Railway Company
For the Account of: City of Roanoke, VA
Project Description: Franklin Rd Overhead Bridge Replacement
Location: Roanoke, VA
Project No.: 0
Milepost: V-243.55 (Virginia)
File: 117-19156 / BR0002281 SAO
Date: November 16, 2015

SUMMARY

ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	139,029
ITEM C - Accounting	3,194
ITEM D - Flagging Services	607,330
ITEM E - Communications Changes	11,800
ITEM F - Signal & Electrical Changes	194,400
ITEM G - Track Work	48,400
ITEM H - T-Cubed	<u>0</u>
GRAND TOTAL	\$ 1,004,153

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor: 0 Hours @ \$60 / hour= 0
Labor Additives: 0
Travel Expenses: 0
Services by Contract Engineer: 0

NET TOTAL - ITEM A \$ -

EXHIBIT D

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	60 Hours @ \$60 / hour=	3,600
Labor Additives:		2,829
Travel Expenses:		2,500
Services by Contract Engineer:		<u>130,100</u>
NET TOTAL - ITEM B		\$ 139,029

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,000
Accounting Hours (Labor):	40 Hours @ \$30 / hour=	1,200
Accounting Additives:		<u>994</u>
NET TOTAL - ITEM C		\$ 3,194

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	500 days @ 390.00 per day=	195,000
	(based on working 12 hours/day)	
Labor Additive:		362,330
Travel Expenses, Meals & Lodging:		
	500 days @ \$100/day=	50,000
Rental Vehicle	0 months @ \$950/month=	<u>0</u>
NET TOTAL - ITEM D		\$ 607,330

ITEM E - Communications Changes

Material:		2,000
Labor:		1,900
Purchase Services:		3,000
Subsistence:		0
Additive:		<u>4,900</u>
NET TOTAL - ITEM E		\$ 11,800

EXHIBIT D

ITEM F - Signal & Electrical Changes

Material:	152,000
Labor:	42,400
Purchase Services:	0
Other:	0
	<hr/>
NET TOTAL - ITEM F	\$ 194,400

ITEM G - Track Work

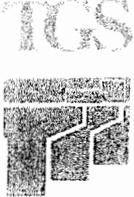
Material:	(see attached summary)	32,681
Labor:	(see attached summary)	7,993
Additive:	(see attached summary)	5,880
Purchase Services:	(see attached summary)	1,846
		<hr/>
NET TOTAL - ITEM G		\$ 48,400

ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (11/16/2015). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



July 13, 2015

Mr. J. N. Carter, Jr. (Attn: S. A. Overbey)
Chief Engineer - Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street, NE
Atlanta, GA 30309

Description: Roanoke, Virginia
Replacement Overhead Bridge on Franklin Road Bridge near Milepost
V-243.55 (Virginia)

NSC File: 117-19156 / BR0002281 SAO

Re: Construction Engineering Estimate

Dear Mr. Carter:

As requested by your office, we have made a review of the preliminary plans available for the above captioned project and are submitting an estimate for the Preliminary Engineering.

The charges for our engineering services will be as per our approved rates noted in our 2013-2015 Service Contract Number SC101591 and as shown in Attachment I-A (copy attached). The charges will be based on the actual hours needed to complete these services. We will not incur cost beyond our proposed budget of \$130,100.00 without prior approval and authorization by Norfolk Southern Corporation and the City of Roanoke. Billing for these services will occur on a monthly basis at the employee's classification plus any direct costs.

We appreciate the opportunity to work with Norfolk Southern Corporation on this project. Please let me know if further information is required.

Best Regards,

A handwritten signature in black ink, appearing to read 'JWB', with a long horizontal flourish extending to the right.

Jeffrey W. Brittain, P.E.
Corporate Vice President

Enclosures

ATTACHMENT I

**Construction Engineering Cost Estimate
For
Franklin Road Overhead Bridge, Roanoke, VA
M.P. V-243.55 (Virginia)**

Activity 1: Pre-Construction Meeting			
Scope of Activity: Field Work involving: Meeting			
Classification	Hours	Classification Rate	Labor
Principal	12	\$134.77	\$1,617.24
Senior Field Inspector	12	\$88.27	\$1,059.24
Administrative Assistant	2	\$64.02	\$128.04
			\$2,804.52

Activity 2: Review of Demolition Plan			
Scope of Activity: Primarily Office Work involving: Plan Review			
Classification	Hours	Classification Rate	Labor
Principal	16	\$134.77	\$2,156.32
Design Engineer	32	\$78.17	\$2,501.44
Administrative Assistant	4	\$64.02	\$256.08
			\$4,913.84

Activity 3: Inspection of Access Crossing			
Scope of Activity: Primarily Field Work involving: Site Inspection			
Classification	Hours	Classification Rate	Labor
Principal	8	\$134.77	\$1,078.16
Senior Field Inspector	80	\$88.27	\$7,061.60
Administrative Assistant	4	\$64.02	\$256.08
			\$8,395.84

EXHIBIT D**Activity 4: Inspection of Demolition of Railing, Deck and Substructure Unit**

Scope of Activity: Primarily Field Work involving: Site Inspection

Classification	Hours	Classification Rate	Labor
Principal	16	\$134.77	\$2,156.32
Senior Field Inspector	120	\$88.27	\$10,592.40
Administrative Assistant	4	\$64.02	\$256.08
			\$13,004.80

Activity 5: Installation of Temporary Shoring for Substructure Construction

Scope of Activity: Primarily Office Work involving: Site Inspection

Classification	Hours	Classification Rate	Labor
Principal	12	\$134.77	\$1,617.24
Senior Field Inspector	120	\$88.27	\$10,592.40
Administrative Assistant	4	\$64.02	\$256.08
			\$12,465.72

Activity 6: Review of Temporary Shoring for Substructure Construction

Scope of Activity: Primarily Office Work involving: Plan Review

Classification	Hours	Classification Rate	Labor
Principal	8	\$134.77	\$1,078.16
Senior Field Inspector	60	\$88.27	\$5,296.20
Administrative Assistant	4	\$64.02	\$256.08
			\$6,630.44

Activity 7: Inspection of Substructure Construction

Scope of Activity: Primarily Office Work involving: Plan Review

Classification	Hours	Classification Rate	Labor
Principal	24	\$134.77	\$3,234.48
Senior Field Inspector	200	\$88.27	\$17,654.00
Administrative Assistant	4	\$64.02	\$256.08
			\$21,144.56

EXHIBIT D**Activity 8: Review of Girder Setting Plan**

Scope of Activity: Primarily Field Work involving: On-site Inspection

Classification	Hours	Classification Rate	Labor
Principal	16	\$134.77	\$2,156.32
Design Engineer	40	\$78.17	\$3,126.80
Administrative Assistant	4	\$64.02	\$256.08
			\$5,539.20

Activity 9: Review of Overhang Falsework Plan

Scope of Activity: Primarily Office Work involving: Plan Review

Classification	Hours	Classification Rate	Labor
Principal	8	\$134.77	\$1,078.16
Design Engineer	16	\$78.17	\$1,250.72
Administrative Assistant	2	\$64.02	\$128.04
			\$2,456.92

Activity 10: Inspection of Superstructure Construction

Scope of Activity: Primarily Field Work involving: Site Inspection

Classification	Hours	Classification Rate	Labor
Principal	32	\$134.77	\$4,312.64
Senoir Field Inspector	160	\$88.27	\$14,123.20
Administrative Assistant	4	\$64.02	\$256.08
			\$18,691.92

Activity 11: Daily Reports

Scope of Activity: Primarily Field Work involving: Site Inspection

Classification	Hours	Classification Rate	Labor
Principal	24	\$134.77	\$3,234.48
Senoir Field Inspector	160	\$88.27	\$14,123.20
Administrative Assistant	4	\$64.02	\$256.08
			\$17,613.76

EXHIBIT D

Activity 12: Final Inspection & Documentation			
Scope of Activity: Primarily Field Work involving: On-site Inspection & Final Documentation			
Classification	Hours	Classification Rate	Labor
Principal	12	\$134.77	\$1,617.24
Senior Field Inspector	12	\$88.27	\$1,059.24
Administrative Assistant	2	\$64.02	\$128.04
			\$2,804.52

Direct Costs:		
Transportation	40 trips x 400 miles = 16000 @ \$0.575/mile	\$9,200.00
Subsistence	40 days @ \$110.00/day	\$4,400.00
Photo Copies	50 copies @ \$0.20/copy	\$10.00
Blue Prints	0 prints @ \$2.00/print	\$0.00
Telephone and Fax		\$30.00
Film and Photos		\$20.00
UPS and Postage		\$20.00
		\$13,680.00

Summary:	Totals
Labor	\$116,466.04
Direct Costs	\$13,680.00
Total Construction Engineering Cost =	\$130,146.04
Say	\$130,100.00

EXHIBIT D

Subject: Roanoke, VA - Franklin Road OHB

Atlanta 6/15/2015
File No. 384-R
AFE No.
Mgr Code
RIN 15760
Dept Code 50
Function Code 5126

Jeffrey W. Brittain : File

Reference your request of 6/15/2015 concerning the above subject. The estimated cost for Communications Department involvement is as follows.

Contract	\$3,000.00
Contract Additive	\$0.00
Material	\$2,000.00
Material Additive	\$200.00
Preliminary Engineering	\$0.00
Construction Engineering	\$700.00
Engineering Additive	\$600.00
Labor (include overhead)	\$1,200.00
Labor Additive	\$1,000.00
Equipment Rental	\$0.00
Accounting Overhead	\$3,100.00
Total	\$11,800.00

The above estimate is based on existing applicable wage rates and material prices. A delay of twelve (12) months or more in the approval of this project could result in overrun. In the event of such delay, an engineering and estimate review will be necessary.

Remarks: Cost to relocate Access point at Franklin Road OHB, Roanoke, VA

Charles A. Wilson Tel (404) 529-1008
Office of Chief Engineer
Communications Engineering

Copies:



NORFOLK SOUTHERN RAILWAY COMPANY N&WRY V-17/94-A
 EASTERN REGION - VIRGINIA DIVISION
 ROANOKE, VA - FRANKLIN ROAD OHB REPLACEMENT - MILEPOST V-243.55
 ESTIMATE FOR PROPOSED TEMPORARY CROSSING SURFACE INSTALLATION

6 TRACK; VARIABLE ' CROSSING LENGTH

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MTL. (RUB. RAIL SEAL)	0	TRK. FT.	50.00	0
ASPHALT	0	TONS	150.00	0
RAIL, 132 lb. BW	0	LIN FT.	19.95	0
RAIL ANCHORS	0	EA.	1.18	0
SPIKES	0.0	KEG	100.95	0
TIE PLATES	0	EA.	6.30	0
CROSSTIES (GRADE 5)	0	EA.	38.00	0
BALLAST AND GRAVEL	1200	TONS	20.00	24,000
FILTER FABRIC	750	SQ. YARDS	3.00	2,250
THERMITE WELDS	0	EA.	500.00	0
TWO SECURITY GATES (INSTALLED)	0	EA.	1000.00	0
DRAINAGE PIPE	300	LIN FT.	16.25	4,875
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				32,681
LABOR				
INSTALL NEW CROSSING	72	MAN HOURS	22.00	1,584
REMOVE NEW CROSSING	72	MAN HOURS	22.00	1,584
TOTAL				3,168
OTHER				
COMPOSITE LABOR ADDITIVE (185.62%)				5,880
USE OF EQUIPMENT				1,346
DISPOSAL FEE FOR REMOVED CROSSING MATERIAL				500
Preliminary Engineering, Construction Supervision, Bill Preparation				4,825
GRAND TOTAL				\$48,400

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA
 DATE: SEPTEMBER 21, 2015

7.6.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the execution, delivery, and performance of an Agreement between the City of Roanoke, Virginia and Norfolk Southern Railway Company (NS) in connection with the proposed improvements to the Franklin Road Bridge Project (Project); authorizing the acquisition of property rights by the City as needed for the Project and the maintenance, construction, and operation of the Project; authorizing the City Manager to execute such other documents and to take such other actions as necessary or appropriate; and dispensing with the second reading of this ordinance by title.

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

1. The City needs to enter into an agreement with NS in order to undertake the Project, as more particularly described in the City Attorney's Letter dated August 15, 2016. The City Manager is hereby authorized to execute, deliver, and perform the proposed Agreement, substantially similar to the proposed Agreement attached to the City Attorney's Letter dated August 15, 2016, as approved as to form by the City Attorney.

2. The City Manager is further authorized to acquire such property interests and confirm the City's property interests necessary for the Project and as provided in the proposed Agreement, as more particularly described in the City Attorney's Letter dated August 15, 2016. The City Manager is further authorized to pay such consideration as the City Manager deems appropriate, to the extent required under the terms of the proposed Agreement, without further

authorization of Council. The Director of Finance is authorized to pay any such consideration to NS. The form of such documents shall be approved by the City Attorney.

3. The City Manager is further authorized to execute such other documents in a form approved by the City Attorney and take such other action deemed necessary by the City Manager in order to effectuate, deliver, administer, and enforce the proposed Agreement on behalf of the City.

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

ATTEST:

City Clerk.



T.C.I.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 15, 2016

Subject: First Amended and Restated Fiscal Agent Agreement (Restated Agreement) dated August 15, 2016 by and among Workforce Investment Area III Chief Local Elected Officials Consortium (Consortium), Western Virginia Workforce Development Board, Inc. (WDB), City of Roanoke, Virginia (Grant Recipient) and Roanoke Valley-Alleghany Regional Commission (Commission)

Background:

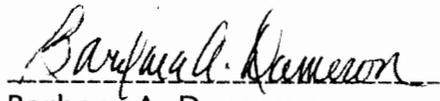
In August of 2015, the cities of Covington, Roanoke and Salem and the counties of Alleghany, Botetourt, Craig, Franklin and Roanoke (collectively, the Member Jurisdictions) negotiated an Agreement whereby the Commission was appointed as fiscal agent for the performance of duties as required under the Workforce Innovation and Opportunity Act (WIOA). The initial Agreement was for a term of one year and had been extended for an additional year.

Considerations:

The City Attorney's Office, the Director of Finance and the Commission collaborated on a Restated Agreement, reviewing and revising the services to be provided and ensuring adequate controls were in place to safe-guard the City as Grant Recipient. The Restated Agreement also provides for a five year term of fiscal agent services effective July 1, 2016, through June 30, 2021. A copy of the Restated Agreement is attached. Council action is required to authorize the City Manager to execute, deliver and enforce the Restated Agreement on behalf of the Grant Recipient. The Restated Agreement replaces the initial Agreement.

Recommended Action:

Adopt the attached resolution authorizing the City Manager to execute the Restated Agreement substantially similar to a copy of the attached Restated Agreement, with an effective date of July 1, 2016, approved as to form by the City Attorney; and authorize the City Manager to execute such other documents in a form approved by the City Attorney and to take such other actions as deemed necessary to effectuate, deliver, administer and enforce the Restated Agreement on behalf of the Grant Recipient.



Barbara A. Dameron
Director of Finance

Distribution: Council Appointed Officers

FIRST AMENDED AND RESTATED
FISCAL AGENT AGREEMENT
BY AND AMONG
WORKFORCE INVESTMENT AREA III CHIEF LOCAL ELECTED OFFICIALS
CONSORTIUM, WESTERN VIRGINIA WORKFORCE DEVELOPMENT BOARD, INC.,
CITY OF ROANOKE, VIRGINIA, AND
ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION

THIS FIRST AMENDED AND RESTATED FISCAL AGENT AGREEMENT is made this 15th day of August, 2016, by and among WORKFORCE INVESTMENT AREA III CHIEF LOCAL ELECTED OFFICIALS CONSORTIUM, (the “Consortium”), WESTERN VIRGINIA WORKFORCE DEVELOPMENT BOARD, INC., (the “WDB”), CITY OF ROANOKE, VIRGINIA, (the “Grant Recipient”), and ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION (the “Commission”) (the “Restated Fiscal Agent Agreement”).

RECITALS

A. Pursuant to the Workforce Investment Act (the “WIA”), 29 U.S.C. §§ 2801 et seq., as amended, the cities of Covington, Roanoke, and Salem, and the counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke (collectively, the “Member Jurisdictions”), through the chief local elected officials of the Member Jurisdictions, entered into a Charter Agreement dated July 21, 2003 (the “Consortium Charter”), to create the Consortium in order to implement and coordinate workforce investment activities pursuant to WIA within the area designated as the Western Virginia Workforce Development Area III (“Area III”). In July, 2014, Congress enacted the Workforce Innovation and Opportunity Act (“WIOA”) 29 U.S.C. §§ 3101, et seq., that repealed and replaced WIA, and provided for transition for consortiums established by localities, local areas designated within a state, and local boards created by local governments to implement the purposes of WIA.

B. Pursuant to the provisions of the Consortium Charter and WIA, the Consortium established the WDB to perform all functions, responsibilities and obligations of the WDB, as set forth in WIA.

C. The WDB is a non-stock corporation organized and existing under the laws of the Commonwealth of Virginia and adopted bylaws dated December 2, 2005, and revised October 3, 2014. The WDB is also a tax exempt organization pursuant to Section 501 (c)(3) of the Internal Revenue Code, as determined by the United States Department of the Treasury, Internal Revenue Service. In accordance with its organizational documents, the purpose of the WDB is to plan and coordinate the provision of regional workforce development services within Area III.

D. Pursuant to Section 8 of the Consortium Charter, the WDB is designated as the fiscal agent for Title I funds appropriated under WIA.

E. Pursuant to Section 8 of the Consortium Charter, the City of Roanoke, as a member of the Consortium, was designated Grant Recipient for funds appropriated for use within Area III.

F. The Member Jurisdictions amended and restated the Consortium Charter through Amendment No. 1 dated as of August 11, 2015 (“Amendment No.1”) to confirm that: 1) the Member Jurisdictions established the Consortium Charter pursuant to WIA and, in accordance with Section 15.2-1300, Code of Virginia, (1950), as amended; 2) the Consortium Charter constitutes a joint powers agreement, which allows the Consortium to designate and retain a fiscal agent other than the WDB, and 3) provide such other changes consistent with WIA and WIOA.

G. The Consortium, the WDB, and the Grant Recipient designated and retained the Commission to serve as fiscal agent in accordance with the terms of the Fiscal Agent Agreement by and among the Consortium, the WDB, the Grant Recipient, and the Commission dated August 17, 2015 (the “Original Fiscal Agent Agreement”).

H. The Consortium, the WDB, the Grant Recipient, and the Commission desire to amend, restate, and replace the Original Fiscal Agent Agreement with this Restated Fiscal Agent Agreement.

NOW, THEREFORE, based on the covenants and agreements set forth in these recitals, which recitals are a material part of this Restated Fiscal Agent Agreement, and for other good and valuable consideration, the Consortium, the WDB, the Grant Recipient, and the Commission agree that the Original Fiscal Agent Agreement is amended, restated and replaced by this Restated Fiscal Agent Agreement, and further agree as follows:

I. Designation of Commission as Fiscal Agent

1.1 Pursuant to the provision of the Consortium Charter, as amended by Amendment No. 1, the Consortium hereby designates the Commission to serve as fiscal agent for all funds allocated to Area III for the period commencing July 1, 2016, and ending June 30, 2021. The Commission shall perform all Fiscal Agent Services as set forth in this Restated Fiscal Agent Agreement in compliance with all applicable federal and state laws, rules and regulations. The Commission shall provide and perform the Fiscal Agent Services for the benefit of the Commission, the WDB, and the Grant Recipient.

1.2 The WDB is a 501(c)(3) corporation under the Internal Revenue Code and may obtain workforce service grants (“Non-WIOA Grants”) other than grants allocated from WIOA

to the Grant Recipient. Pursuant to applicable law, rules and regulations (including applicable federal guidance and guidelines, OMB Circulars, and GAAP), and required by this Restated Fiscal Agent Agreement, the WDB and Commission must provide for accounting of Non-WIOA Grants separately, allocating equitably any shared costs, between grants allocated to Grant Recipient and Non-WIOA Grants, and ensure there is no commingling of funding streams. Additionally, funds from WIOA grants allocated to Grant Recipient shall not be used, under any circumstances, to pay any costs or expenditures related to any Non-WIOA Grant.

2. Fiscal Agent Services.

2.1 The Commission shall perform the following services (the “Fiscal Agent Services”):

2.1.1 Receive, manage, and administer all WIOA funds allocated to and for the benefit of Area III, including, without limitation, all funds allocated for Adult, Dislocated Worker, Youth programs and the Business Services Program.

2.1.2 Accept, maintain, disburse, account for, and report all funds received on behalf of the Consortium, the WDB, and the Grant Recipient.

2.1.3 Maintain appropriate financial accounting records, including a general ledger that accounts for all funding obligations and expenditures by specific program.

2.1.4 Provide a preliminary Schedule of Expenditures of Federal Awards (“SEFA”) as soon as available.

2.1.5 Provide an audited set of financial statements to the Consortium, the WDB, and the Grant Recipient, including an audited SEFA to the Grant

Recipient within 60 days following the end of the Grant Recipient's fiscal year but no later than the first week of September in each year.

- 2.1.6 Report SEFA amounts to the Federal Audit Clearinghouse in compliance with applicable regulations.
- 2.1.7 Disburse funds at the direction of the WDB, provided such directives do not violate any provision of federal or state law, rule or regulation, including without limitation, the WIOA, regulations and rules promulgated pursuant to the WIOA, OMB Circulars, or Federal Acquisition Regulations. Prepare and submit grant reimbursement requests in accordance with applicable regulatory guidelines.
- 2.1.8 Ensure compliance with all requirements of applicable laws, rules, and regulations, including monitoring of sub-recipients and providing reports on the results of such monitoring to the Consortium, the WDB, and the Grant Recipient. If the Commission is unable to perform or cause staff to perform the requisite sub-recipient monitoring, the Commission shall contract with a reputable firm to ensure that sub-recipient monitoring is conducted on an annual basis. The cost for such services shall be borne by the Commission.
- 2.1.9 Cooperate with the Consortium, the WDB, and the Grant Recipient in compliance with applicable laws, rules and regulations.
- 2.1.10 Cooperate and be available to meet with personnel and external auditors of the Grant Recipient during periodic program audits and single audits of the Grant Recipient.

- 2.1.11 Provide the Consortium and the Grant Recipient with a copy of the proposed budget for the WDB for the ensuing fiscal year by May 1 prior to the commencement of such fiscal year.
- 2.2 Fiscal Agent Services shall not include determination of grant recipients or budgets for expenditures.
- 2.3 The Commission will exercise the degree of skill and care of a prudent financial reporting and accounting professional. In performing the Fiscal Agent Services, the Commission accepts responsibility for the quality, accuracy, and timeliness of the performance of the Fiscal Agent Services by the Commission, and its employees, subcontractors, and agents. The Commission accepts financial responsibility for any error and omissions that cause harm to the Consortium, the WDB, or the Grant Recipient, and for the full, faithful, and complete performance of its employees, including employee theft.
- 2.4 The Grant Recipient will be responsible to ensure the Commission administers funds provided to it in accordance with all applicable federal and state laws, rules, regulations, and guidelines. If the Grant Recipient determines that the Commission is not administering funds appropriately, the Commission shall be responsible for reimbursement of costs finally determined to be improperly administered, together with any interest, penalties, or fines imposed, by any federal or state agency, board or commission.
- 2.5 The Commission is responsible to establish and maintain internal controls for the Commission and the WDB to provide independent review and approval of disbursements made by the Finance Director of the Commission and the WDB.

Such controls shall be instituted to address the situation that the same person may be providing finance director services for the Commission and the WDB.

3. Additional Services.

3.1 The Commission shall serve as the payroll and benefits administrator for all employees of the WDB during the term of this Restated Fiscal Agent Agreement and such other services as the parties may agree (the “Additional Services”).

3.1.1 Additional Services shall include:

3.1.1.1 Payroll processing, withholding of taxes, insurance and other permitted expenses, wage reporting, payments for benefits including retirement, health care, workers’ compensation, and unemployment compensation and prepare and file payroll tax returns and W-2’s for the WDB.

3.1.1.2 Human Resource Services including hiring, job descriptions and postings, and personnel manual.

3.1.1.3 Financial services including financial reporting, accounts payable and receivables, budget development and monitoring, annual audit process, corporate filings, and financial operations and policies.

3.1.2 Additional Services may also include, to the extent agreed upon by the parties and the availability of qualified personnel, the following services:

3.1.2.1 Program and grant development services that assist the WDB in obtaining additional funding to provide a broader variety of

workforce programs that are customized to meet the needs of the leading industrial section within Region III; and provide support in pursuing additional public and private grants focused on workforce training and apprenticeships.

3.1.2.2 Data tracking and analysis services that assist the WDB in tracking and analyzing workforce data in the region.

3.1.2.3 Communications and outreach services including information management, program development, and public communication services including website design, logo, and communication materials.

The WDB shall reimburse the Commission for WDB Employee Expenses (as this term is defined in Section 5.2 of this Restated Fiscal Agent Agreement) in accordance with Section 5.2 of this Restated Fiscal Agent Agreement.

3.2 The Commission shall not be, nor shall the Commission be deemed to be, the statutory or common law employer of WDB employees.

3.3 The WDB shall cooperate with the Commission in providing the Additional Services, including the provision of time and leave records of WDB employees to the Commission on a timely basis.

4. Term of Agreement.

4.1 Subject to the right of any party to terminate this Restated Fiscal Agent Agreement pursuant to Section 7, hereof, the term of this Restated Fiscal Agent Agreement shall be for the period commencing July 1, 2016, and ending on June 30, 2021.

4.2 Notwithstanding the termination of the term of this Restated Fiscal Agent Agreement, the Commission shall be responsible to provide all audited statements and reports required to be provided as a part of Fiscal Agent Services, during the period such services were rendered, following the termination of this Restated Fiscal Agent Agreement. All indemnity obligations of the Commission shall survive the termination of this Restated Fiscal Agent Agreement.

5. Compensation, Reimbursement of Expenditures, and Payment of Operating Expenses.

5.1 The Commission shall be compensated, by the WDB, on a monthly basis for Fiscal Agent Services and Additional Services rendered under this Restated Fiscal Agent Agreement. Total staffing compensation to the Commission shall not exceed \$52,419 during the period of July 1, 2016, through June 30, 2017.

5.2 The WDB shall reimburse the Commission, on a monthly basis, for gross payroll expenses of the WDB that are paid by the Commission pursuant to performance of the Additional Services. The WDB shall also reimburse the Commission, on a monthly basis, for travel and training expenditures incurred by WDB employees paid by the Commission pursuant to performance of the Additional Services (the payroll expenses and the employee travel training expenses described in this section 5.2 are collectively referred to as "WDB Employee Expenses"). The aggregate amount of WDB Employee Expenses during the period July 1, 2016 through June 30, 2017 shall not exceed the sum of \$229,377.

5.3 The WDB shall pay to the Commission, on a monthly basis, certain operating expenses incurred by the Commission for services provided to the WDB, such as rent for use of a portion of offices provided to the WDB, telephone, equipment

usage, and technology and software (“WDB Operating Expenses”). The aggregate amount of WDB Operating Expenses during the period of July 1, 2016, through June 30, 2017, shall not exceed the sum of \$15,000.

- 5.4 The WDB and the Commission represent, certify, and warrant to the Grant Recipient that (i) the amounts set forth in Sections 5.1, 5.2, and 5.3 of this Restated Fiscal Agent Agreement are attributable solely to funds allocated to the Grant recipient; and (ii) the amounts have been determined in accordance with all applicable laws, rules, and regulations, including applicable Federal guidance and guidelines, OMB Circulars, and GAAP.
- 5.5 Only funds allocated to the Grant Recipient will be used to pay for the services rendered by the Commission under this Restated Fiscal Agent Agreement, the reimbursement of WDB Employee Expenses, and payment of WDB Operating Expenses. Under no circumstance shall funds allocated to the Grant Recipient be used to pay any other expenses. The Commission shall be notified in writing immediately, in the event the Consortium or the Grant Recipient receives insufficient funds from funding sources that had been designated as the source for the payment for services rendered by the Commission under this Restated Fiscal Agent Agreement. The duty of the Commission to perform services under this Restated Fiscal Agent Agreement will terminate immediately, or as otherwise agreed upon in writing, upon receipt of written notification of insufficient funds by the Commission.
- 5.6 The Commission may increase the amounts set forth in Sections 5.1, 5.2, and 5.3 annually as of July 1 of each year during the term of this Restated Fiscal Agent

Agreement by the actual costs incurred by the Commission for each such Section, without the prior approval of the parties hereto; provided that any such increase is not more than five percent (5%) of the amount established in the respective Sections, as adjusted from prior increases. The Commission shall provide written notice to the WDB, the Consortium, and the Grant Recipient as of May 1, prior to any such increase. All other proposed increases shall require the prior written approval of the parties hereto.

6. Ownership of Documents.

All records of the Commission relating to this Restated Fiscal Agent Agreement and performance thereunder (the "Consortium Records") are official records of the Consortium and shall be subject to the Virginia Freedom of Information Act and/or the Government Data Collection and Dissemination Act (Va. Code §§ 2.2-3700 et seq. and 2.2-3800 et seq.). The Consortium Records shall be made available to the Grant Recipient and the WDB, its staff, and agents upon their request. At the termination of this Restated Fiscal Agent Agreement, the Consortium Records shall be transferred to the Consortium within ten (10) business days.

7. Termination.

This Restated Fiscal Agent Agreement may be terminated by either party provided that sixty (60) days written notice of intent to terminate is provided to the other parties. Should this Restated Fiscal Agent Agreement terminate prior to June 30, of a fiscal year during the term of this Restated Fiscal Agent Agreement, the total amount of compensation payable to the Commission hereunder shall be prorated over such fiscal year. If payments have been made to the commission prior to notice to terminate this Restated Fiscal Agent Agreement, the

Commission agrees to reimburse the Grant Recipient for all remaining months of this Restated Fiscal Agent Agreement for which services have not been provided at the aforementioned rate.

8. Insurance.

The Commission and the WDB shall take out and maintain during the term of this Restated Fiscal Agent Agreement such bodily injury, liability and property damage liability insurance as shall protect it and the Consortium, the WDB, and the Grant Recipient from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this Restated Fiscal Agent Agreement. The specific terms, amounts, and provisions shall be in compliance with the provision of Exhibit A attached hereto and made a part hereof.

9. Miscellaneous.

9.1 No delay or failure of any party hereto to exercise any right or power arising or accruing upon any non-compliance or default by any party with respect to any of the terms of this Restated Fiscal Agent Agreement shall impair any such right or power or be construed as a waiver thereof, except as otherwise may be herein provided. Any waiver by any party of any covenant or condition of this Restated Fiscal Agent Agreement to be performed by another party shall be in writing and shall not be construed as a waiver of any succeeding breach of any such covenant or condition of the Restated Fiscal Agent Agreement.

9.2 This Restated Fiscal Agent Agreement and all of the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted assigns, but neither this Restated Fiscal Agent Agreement nor any of

the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other.

9.3 This Restated Fiscal Agent Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any legal action or suit in connection with or arising out this Restated Fiscal Agent Agreement shall lie in Roanoke City, Virginia. The parties hereto hereby covenant and agree that any such action or suit shall be brought only in the Circuit Court of Roanoke City, Virginia, and in no other court.

9.4 The obligations of the Commission are subject to the additional general terms and conditions set forth in Exhibit B attached hereto and made a part hereof.

9.5 This Restated Fiscal Agent Agreement represents the entire agreement between the parties, and shall not be modified except in a writing signed by all the parties. The parties acknowledge, agree, and confirm that this Restated Fiscal Agent Agreement replaces the Original Fiscal Agent Agreement in its entirety. This Restated Fiscal Agent Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

9.6 All notices required under this Restated Fiscal Agent Agreement shall be sent to the following addresses, by first class mail postage prepaid, or recognized national overnight delivery service, service fees prepaid to the following addresses:

If to Consortium: Workforce Investment Area III
 Chief Local Elected Officials Consortium
 c/o City of Roanoke, Virginia
 Noel C. Taylor Municipal Building, Suite 461

215 Church Avenue, S.W.
Roanoke, Virginia 24011
Attention: Director of Finance

If to the WDB: Workforce Development Board, Inc.
P.O. Box 2569
Roanoke, Virginia 24010
Attention: Executive Director

If to the City: City of Roanoke, Virginia
Noel C. Taylor Municipal Building, Suite 364
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Attention: City Manager

If to the Commission: Roanoke Valley-Alleghany County Regional Commission
P.O. Box 2569
Roanoke, Virginia 24010
Attention: Executive Director

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have executed this Restated Fiscal Agent Agreement by the duly authorized respective persons.

**WORKFORCE INVESTMENT AREA III
CHIEF LOCAL ELECTED OFFICIALS
CONSORTIUM**

Witness

By: _____
Name: _____
Title: _____

**WESTERN VIRGINIA WORKFORCE
DEVELOPMENT BOARD, INC.**

Witness

By: _____
Name: _____
Title: _____

CITY OF ROANOKE, VIRGINIA

Witness

By: _____
Christopher P. Morrill, City Manager

**ROANOKE VALLEY-ALLEGHANY
REGIONAL COMMISSION**

Witness

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Counsel to the Consortium

Counsel to Board

Counsel to Grant Recipient

Counsel to the Commission

EXHIBIT A

INSURANCE COVERAGE REQUIREMENTS FOR THE COMMISSION AND THE WDB

- A. The Commission and the WDB shall, at its sole expense, obtain and maintain the insurance set forth below. Any required insurance shall be effective prior to the commencement of the term of the Restated Fiscal Agent Agreement. The following policies and coverages are required:
- (i) Commercial General Liability. Commercial General Liability insurance, written on an occurrence basis, shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of Commission's acts, errors, or omissions. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence. Such coverage shall also include Employee Dishonesty coverage in the amount of \$500,000.
 - (ii) Contractual Liability. Broad form Contractual Liability insurance shall include the indemnification obligations set forth in the Restated Fiscal Agent Agreement.
 - (iii) Workers' Compensation. Workers' Compensation insurance covering the Commission's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the insurance company shall waive rights of subrogation against the Consortium, the WDB, and the Grant Recipient, and their respective officers, employees, agents, volunteers and representatives.
 - (iv) Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of the Fiscal Agent Services and the Additional Services under the Restated Fiscal Agent Agreement and shall be written on an occurrence basis.
- B. The insurance coverages and amounts set forth above may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000. Should an umbrella liability insurance coverage

policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by this section, and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Commission to the Consortium, the WDB, and the Grant Recipient.

- C. All insurance shall also meet the following requirements; unless otherwise agreed to by the Risk Manager for the Grant Recipient:
- (i) The Commission shall furnish the Consortium, the WDB, and the Grant Recipient, a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies (Renewals of such certificates, if not for the full five year term of this Restated Fiscal Agent Agreement, must be provided on an annual basis). All such insurance shall be primary and noncontributory to any insurance or self-insurance the Consortium, the WDB, or the Grant Recipient may have.
 - (ii) The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to the Risk Manager for the City of Roanoke, except for non-payment of premium which shall be ten (10) days.
 - (iii) The required insurance coverages and certificate or certificates of insurance (except with respect to Worker's Compensation and Employers' Liability) shall name the Consortium, the WDB, and the Grant Recipient, and their respective officers, employees, agents, volunteers, and representatives as additional insureds.
 - (iv) Where waiver of subrogation is required with respect to any policy of insurance required hereunder, such waiver shall be specified on the certificate of insurance.
 - (v) Insurance coverage shall be in a form and with an insurance company approved by the Consortium, the WDB, and the Grant Recipient, which approval shall not be withheld unreasonably. Any insurance company providing coverage hereunder shall be authorized to do business in the Commonwealth of Virginia.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

The following clauses are required to be in every contract entered into by the Grant Recipient, and will be deemed to be a part of this Restated Fiscal Agent Agreement:

- a. **PAYMENTS TO OTHERS BY THE COMMISSION.** The Commission agrees that the Commission will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding the Commission's payment to other entities and the Commission will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to the Commission. The Commission further agrees that the Commission shall indemnify and hold the Consortium, the Grant Recipient, and the WDB harmless for any lawful claims resulting from the failure of the Commission to make prompt payments to all persons supplying the Commission with services set forth in Section 2.1.8 of this Restated Fiscal Agent Agreement.
- b. **COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.** The Commission agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements. The Commission further agrees that the Commission does not and shall not during the performance of this Restated Fiscal Agent Agreement; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.
- c. **SEVERABILITY.** If any provision of this Restated Fiscal Agent Agreement, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Restated Fiscal Agent Agreement shall not be affected and all other terms and conditions of this Restated Fiscal Agent Agreement shall be valid and enforceable to the fullest extent permitted by law.
- d. **NONDISCRIMINATION.**
 - i. During the performance of this Restated Fiscal Agent Agreement, the Commission agrees as follows:
 1. The Commission 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 the Commission. The Commission agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Commission in all solicitations or advertisements for employees placed by or on behalf of the Commission will state that the Commission is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- ii. The Commission will include the provisions of the foregoing subsections 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

e. **DRUG-FREE WORKPLACE.**

- i. During the performance of this Restated Fiscal Agent Agreement, the Commission agrees to (i) provide a drug-free workplace for Commission employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Commission that the Commission maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- ii. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

f. **FAITH BASED ORGANIZATIONS.** Pursuant to Virginia Code Section 2.2-4343.1, be advised that the Grant Recipient does not discriminate against faith-based organizations.

g. **ETHICS IN PUBLIC CONTRACTING.** The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Restated Fiscal Agent Agreement.

Handwritten signature

7.c.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager to execute the First Amended and Restated Fiscal Agent Agreement dated August 15, 2016, by and among Workforce Investment Area III Chief Local Elected Officials Consortium (Consortium), Western Virginia Workforce Development Board, Inc. (WDB), City of Roanoke, Virginia (Grant Recipient), and Roanoke Valley-Alleghany Regional Commission (Commission) (Restated Agreement); and authorizing execution of such other documents and performance of any other actions deemed necessary to effectuate, deliver, perform, administer, and enforce the Restated Agreement.

WHEREAS, the Consortium, the WDB, the Grant Recipient, and the Commission entered into an agreement dated August 17, 2015, that designated the Commission to serve as fiscal agent for the Consortium, the Grant Recipient, and the WDB (Original Fiscal Agent Agreement); and

WHEREAS, the Consortium, the WDB, the Grant Recipient, and the Commission desire to amend, restate and replace the Original Fiscal Agent Agreement with the Restated Agreement to provide for additional duties and responsibilities of the Commission as fiscal agent and to make the term of the services for a five (5) year period commencing as of July 1, 2016.

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

1. The Restated Agreement, a copy of which is attached to the City Council Agenda Report dated August 15, 2016, from the Director of Finance, that designates the Commission to serve as fiscal agent for the Consortium, the Grant Recipient, and the WDB, as more particularly described in the City Council Agenda Report dated August 15, 2016, is hereby approved and the

City Manager is authorized to execute the Restated Agreement, substantially similar to a copy of the Restated Agreement attached to the City Council Agenda report dated August 15, 2016, and approved as to form by the City Attorney.

2. The term of the Restated Agreement is made effective, retroactive to July 1, 2016.
3. The City Manager is authorized to execute such other documents in a form approved by the City Attorney, and to take such action deemed necessary in order to effectuate, deliver, perform, administer, and enforce the Restated Agreement on behalf of the City as Grant Recipient.

ATTEST:

City Clerk.



**ROANOKE CITY
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City

August 15, 2016

The Honorable Sherman P. Lea, Sr., Mayor
and Members of Roanoke City Council
Roanoke, VA 24011

Dear Members of Council:

As a result of official School Board action on Tuesday, August 9,
2016, the Board respectfully requests that City Council approve the
following appropriation requests:

<u>New Appropriation</u>	<u>Award</u>
NSLP Equipment Assistance Grant 2016-17	\$45,091.64
<u>Revised Appropriation</u>	<u>Additional Award</u>
Governor's School 2015-2016	\$4,650.00

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

Sincerely,

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Annette Lewis

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

School Board

Annette Lewis
Chairman

Lori E. Vaught
Vice Chairman

Mark K. Cathey
William B. Hopkins, Jr.
Laura D. Rottenborn
Lutheria H. Smith
Dick Willis

Dr. Rita D. Bishop
Superintendent

Cindy H. Poulton
Clerk of the Board



B.a.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: School Board Appropriation Request

Background:

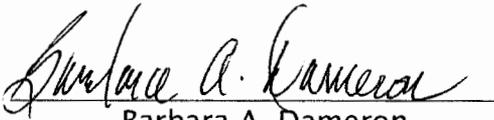
As the result of official Roanoke City School Board action at its August 9, 2016 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The National School Lunch Program (NSLP) Equipment Assistance 2016-2017 grant of \$45,092 provides funds for schools to purchase equipment to serve healthier meals. Roanoke City Public Schools has received funding to assist with upgrades to kitchen equipment for four schools - Forest Park Academy, Preston Park Elementary, Stonewall Jackson Middle and James Breckinridge Middle. The program will be fully reimbursed by federal funds and will end June 30, 2017.

The Governor's School 2015-2016 program amount of \$4,650 represents funding provided by the participating school districts and the Virginia Department of Education for qualifying students to participate in advanced studies in the areas of science, mathematics, and technology. This final revision to the original award allocation was the result of an increase in the number of students participating in the program. 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 grants and the Schools general funds for various educational programs, amending and reordaining certain sections of the 2016-2017 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 2016-2017 School Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Kitchen Equipment	321-320-0000-1304-0000-65100-48821-3-00	\$ 6,241
Labor	321-320-0000-1304-0000-65100-43313-3-00	210
Kitchen Equipment	321-320-0000-0330-0000-65100-48821-2-00	19,079
Labor	321-320-0000-0330-0000-65100-43313-2-00	210
Kitchen Equipment	321-320-0000-0210-0000-65100-48821-3-00	6,241
Labor	321-320-0000-0210-0000-65100-43313-3-00	210
Kitchen Equipment	321-320-0000-0230-0000-65100-48821-3-00	12,481
Labor	321-320-0000-0230-0000-65100-43313-3-00	420
Books & Subscriptions	302-180-1307-1170-313K-61100-46613-3-04	2,325
Educational and Rec Supplies	302-180-0000-1170-313K-61100-46614-3-04	2,325
Revenues		
Federal Grant Receipts	321-000-0000-0000-0000-00000-38583-0-00	\$ 45,092
Local Match	302-000-LMAT-1170-313K-00000-72000-0-00	4,650

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.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION supporting Early Childhood Education.

WHEREAS, children's experiences in their earliest years have a significant impact on their entire lives;

WHEREAS, early childhood education helps all children prepare for kindergarten, including those living in poverty;

WHEREAS, children who have access to high quality early childhood education programs are better prepared for kindergarten and for success in school;

WHEREAS, school readiness has economic and social benefits not only for the children who attend early education programs but for all citizens as these children are more likely to seek higher education in preparation for their entry into the workforce;

WHEREAS, the City of Roanoke is committed to contributing to the success of all youth from cradle to career;

WHEREAS, research shows that a third grade student who cannot read at his or her grade level is four times less likely to graduate high school without delays;

WHEREAS, the City of Roanoke strives to assist children in reading on grade level by third grade through Star City Reads/Campaign for Grade-Level Reading; and

WHEREAS, the City of Roanoke, a six time All-America City, received its All-America City Award in 2012 for Star City Reads.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. City Council recognizes the importance of early childhood education to children's future success in school and in life.

2. City Council commends, applauds, and supports teachers, volunteers, parents, community leaders, non-profit organizations, City of Roanoke employees, and students involved in early childhood education for their contributions to the success of our youth.

3. City Council urges all citizens to engage in activities to support, encourage, and promote early childhood education for the benefit of our youth and our community.

ATTEST:

City Clerk.



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

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

Daniel J. Callaghan
City Attorney

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

August 15, 2016

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Re: Proposed Ordinance to relocate the central absentee voter precinct

Dear Mayor Lea and Members of Council:

This report is to provide you with a current status report regarding the relocation of the central absentee voter precinct within the City.

Background

Currently, the City of Roanoke has 21 separate voter precincts throughout the City and one (1) central absentee voter precinct at the Noel C. Taylor Municipal Building.

City staff has recommended that the central absentee voter precinct be relocated from its current location at the Noel C. Taylor Municipal Building. The new location for the central absentee voter precinct at the Office of the General Registrar located at 317 Kimball Avenue, N.E., is better suited for the activities of the central absentee voter precinct since it has increased parking availability, improved accessibility, increased storage space, training rooms, and access to public transportation as the new facility is located on the Valley Metro bus route.

On February 1, 2016, the City of Roanoke entered into a lease agreement (Lease) with A&M Enterprises, L.P. to relocate the Office of the General Registrar to 317 Kimball Avenue, N.E., Roanoke, Virginia, subject to completion of renovation to accommodate the requirements of the General Registrar, and subject to approval by City Council in accordance with applicable law to relocate the offices of the General Registrar or establish a new central absentee voter precinct. Pursuant to the terms of the Lease, the improvements to the premises were completed on June 1, 2016, and rent payments commenced by the City.

The Office of the General Registrar moved to the new location at 317 Kimball Avenue, N.E., Roanoke, Virginia, effective July 18, 2016. On Monday, June 20, 2016, Council authorized the scheduling of a public hearing on July 18, 2016, or such later date, to consider adoption of an ordinance to relocate the central absentee voter precinct from the Noel C. Taylor Municipal Building to its new location at 317 Kimball Avenue, N.E. A public hearing was set for August 15, 2016, at 7:00pm and notice of the public hearing was advertised on July 27, 2016 and August 3, 2016, in accordance with state code. The proposed Ordinance was available for inspection in the Office of the City Clerk and is attached to this letter. In addition, a proposed amendment is attached to this letter that corrects a recital in the original proposed Ordinance.

Recommended Action

Based on the foregoing, I recommend that Council conduct the public hearing set for Monday, August 15, 2016, at 7:00 p.m. on the attached proposed Ordinance amending and reordaining Section 10-16, Central absentee voter precinct, Article II, Election Districts; Voting Precincts and Polling Places, Chapter 10, Elections, of the Code of the City of Roanoke (1979), as amended, and subject to comments received at the public hearing, adopt the proposed Ordinance as amended.

Thank you for your consideration.

Sincerely,



Daniel J. Callaghan
City Attorney

- c: Council Appointed Officers
Barbara A. Dameron, Director of Finance
R. Brian Townsend, Assistant City Manager for Community Development
Sherman M. Stovall, Assistant City Manager for Operations
Andrew Cochran, General Registrar
Kennie Harris, GIS Technician
Laura M. Carini, Assistant City Attorney

2C

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 10-16, Central absentee voter precinct, Article II, Election Districts; Voting Precincts and Polling Places, Chapter 10, Elections, of the Code of the City of Roanoke (1979) as amended, to relocate the central absentee voter precinct; providing for an effective date; and dispensing with the second reading of this ordinance by title.

WHEREAS, the City of Roanoke has 21 separate voter precincts throughout the City and one (1) central absentee voter precinct at the Noel C. Taylor Municipal Building;

WHEREAS, City staff has recommended that the central absentee voter precinct be relocated from its current location at the Noel C. Taylor Municipal Building;

WHEREAS, the new location for the central absentee voter precinct at the Office of the General Registrar located at 317 Kimball Avenue, N.E., will be better suited for the activities of the central absentee voter precinct since it will have increased parking availability, improved accessibility, increased storage space, training rooms, and access to public transportation as the proposed new facility is located on the Valley Metro bus route;

WHEREAS, on February 1, 2016, the City of Roanoke entered into a lease agreement (Lease) with A&M Enterprises, L.P. to relocate the Office of the General Registrar to 317 Kimball Avenue, N.E., Roanoke, Virginia, subject to completion of renovation to accommodate the requirements of the General Registrar, and subject to approval by City Council in accordance with applicable law to relocate the offices of the General Registrar or establish a new central absentee voter precinct;

WHEREAS, pursuant to the terms of the Lease, the improvements to the premises were completed on June 1, 2016, and rent payments commenced by the City;

WHEREAS, the Office of the General Registrar moved to the new location at 317 Kimball Avenue, N.E., Roanoke, Virginia, effective July 18, 2016; and

WHEREAS, Council authorized the scheduling of a public hearing on Monday, July 18, 2016, to consider adoption of an ordinance to relocate the central absentee voter precinct from the Noel C. Taylor Municipal Building to its new location at 317 Kimball Avenue, N.E.

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

1. Section 10-16, Central absentee voter precinct, Article II, Election Districts; Voting Precincts and Polling Places, Chapter 10, Elections, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

Article II - Election Districts; Voting Voter Precincts and Polling Places

Sec. 10-16. Central absentee voter precinct.

(a) In accordance with Section 24.2-712 of the Code of Virginia (1950), as amended, a central absentee voter precinct is hereby established at ~~the Noel C. Taylor Municipal Building, 215 Church Avenue, S.W.~~ the office of the General Registrar, 317 Kimball Avenue, N.E., Roanoke, Virginia, at which all absentee ballots will be received, counted, and recorded for all elections held in the city.

(b) The city manager is hereby authorized and directed to provide the electoral board with adequate and sufficient room and office space ~~within the Noel C. Taylor Municipal Building~~at within the office of the General Registrar, 317 Kimball Avenue, N.E., Roanoke, Virginia. ~~for the purposes of the central absentee voter precinct, which space when used for purposes of elections held in the city, shall be under the management and control of the electoral board.~~

2. A copy of this Ordinance shall be recorded in the official minutes of City Council.

The City Clerk and the City Manager are authorized to take all actions necessary to comply with

all applicable requirements of state code, including, without limitations, Sections 24.2-306(C) and 24.2-712(A), Code of Virginia (1950) as amended.

3. This Ordinance shall be in full force and effect immediately upon its adoption.

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

ATTEST:

City Clerk.

25

B.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 10-16, Central absentee voter precinct, Article II, Election Districts; Voting Precincts and Polling Places, Chapter 10, Elections, of the Code of the City of Roanoke (1979) as amended, to relocate the central absentee voter precinct; providing for an effective date; and dispensing with the second reading of this ordinance by title.

WHEREAS, the City of Roanoke has 21 separate voter precincts throughout the City and one (1) central absentee voter precinct at the Noel C. Taylor Municipal Building;

WHEREAS, City staff has recommended that the central absentee voter precinct be relocated from its current location at the Noel C. Taylor Municipal Building;

WHEREAS, the new location for the central absentee voter precinct at the Office of the General Registrar located at 317 Kimball Avenue, N.E., will be better suited for the activities of the central absentee voter precinct since it will have increased parking availability, improved accessibility, increased storage space, training rooms, and access to public transportation as the proposed new facility is located on the Valley Metro bus route;

WHEREAS, on February 1, 2016, the City of Roanoke entered into a lease agreement (Lease) with A&M Enterprises, L.P. to relocate the Office of the General Registrar to 317 Kimball Avenue, N.E., Roanoke, Virginia, subject to completion of renovation to accommodate the requirements of the General Registrar, and subject to approval by City Council in accordance with applicable law to relocate the offices of the General Registrar or establish a new central absentee voter precinct;

WHEREAS, pursuant to the terms of the Lease, the improvements to the premises were completed on June 1, 2016, and rent payments commenced by the City;

WHEREAS, the Office of the General Registrar moved to the new location at 317 Kimball Avenue, N.E., Roanoke, Virginia, effective July 18, 2016; and

WHEREAS, on June 20, 2016, Council authorized the scheduling of a public hearing on Monday, July 18, 2016, or such later date, to consider adoption of an ordinance to relocate the central absentee voter precinct from the Noel C. Taylor Municipal Building to its new location at 317 Kimball Avenue, N.E., and Council held a public hearing on August 15, 2016.

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

1. Section 10-16, Central absentee voter precinct, Article II, Election Districts; Voting Precincts and Polling Places, Chapter 10, Elections, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

Article II - Election Districts; Voting-Voter Precincts and Polling Places

Sec. 10-16. Central absentee voter precinct.

(a) In accordance with Section 24.2-712 of the Code of Virginia (1950), as amended, a central absentee voter precinct is hereby established at ~~the Noel C. Taylor Municipal Building, 215 Church Avenue, S.W.~~ the office of the General Registrar, 317 Kimball Avenue, N.E., Roanoke, Virginia, at which all absentee ballots will be received, counted, and recorded for all elections held in the city.

(b) The city manager is hereby authorized and directed to provide the electoral board with adequate and sufficient room and office space ~~within the Noel C. Taylor Municipal Building~~ at within the office of the General Registrar, 317 Kimball Avenue, N.E., Roanoke, Virginia, ~~for the purposes of the central absentee voter precinct~~, which space when used for purposes of elections held in the city, shall be under the management and control of the electoral board.

2. A copy of this Ordinance shall be recorded in the official minutes of City Council.

The City Clerk and the City Manager are authorized to take all actions necessary to comply with

all applicable requirements of state code, including, without limitations, Sections 24.2-306(C) and 24.2-712(A), Code of Virginia (1950) as amended.

3. This Ordinance shall be in full force and effect immediately upon its adoption.

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

ATTEST:

City Clerk.



B. 2,

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 15, 2016
Subject: Mill Mountain Zoo Lease and Agreement
(CM16-00103)

Background:

Pursuant to the requirements of the Code of Virginia, the City of Roanoke is required to hold a public hearing to authorize the leasing of City-owned property, designated as portions of tax map numbers 4070507, 4070521, and 4060505, to the Blue Ridge Zoological Society of Virginia, Inc ("BRZSV"). The BRZSV is a non-profit organization which leases property on Mill Mountain for the purpose of operating and maintaining the Mill Mountain Zoo.

The previous lease with BRZSV expired June 30, 2016, and the parties have been diligently working to finalize the new lease.

The proposed lease is very similar to the previous five-year lease between the City and the BRZSV. The new lease and agreement provides for the following provisions: an initial term of one (1) year, with up to four additional one (1) year terms upon mutual agreement of the parties, provided that either party may terminate the lease agreement with or without cause at any time during either the initial or any of the renewal terms with sixty (60) days' written notice; an annual lease payment from BRZSV to the City of \$10 per year; the City providing a maximum of sixty (60) hours of tree maintenance and removal services per calendar year; annual fiscal year operating contributions of \$33,120 from the City to the BRZSV; and, responsibility of BRZSV for all operating and maintenance costs above the \$33,120 contribution by the City.

Recommended Action:

Authorize the City Manager to execute a new lease with BRZSV, similar in form to that which is attached to this report, for a period of one (1) year, subject to

up to four additional one-year term renewals upon mutual agreement of the parties, retroactive to July 1, 2016. All documents shall be approved as to form by the City Attorney.



CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager
Barbara A. Dameron, Director of Finance
Michael Clark, Parks and Recreation Manager

THIS LEASE AND AGREEMENT (hereinafter referred to as “Agreement”), made and entered into this the 1st day of July, 2016, by and between the CITY OF ROANOKE, hereinafter referred to as the “City,” and BLUE RIDGE ZOOLOGICAL SOCIETY OF VIRGINIA, INC., hereinafter referred to as the “Lessee”:

W I T N E S S E T H:

WHEREAS, the City is the owner of certain land located in the City of Roanoke being the top portion of that land commonly referred to as “Mill Mountain,” which heretofore was donated to the City for use and development as a recreational area for the general public; and

WHEREAS, situate on the aforementioned land is a facility commonly known as “Mill Mountain Zoo;” and

WHEREAS, Blue Ridge Zoological Society of Virginia, Inc., a non-profit organization, having offered to enter into an agreement with the City providing for its lease of the area in which the Mill Mountain Zoo is located and providing for the corporation’s continued operation of the Mill Mountain Zoo, the City considers that such proposal would further the purposes for which the land is held by it.

NOW, THEREFORE, the parties hereto enter into the following agreement concerning the operation, maintenance and leasing of the aforesaid Mill Mountain Zoo facility:

1. Leased Premises:

(a) This Agreement shall govern that certain parcel of land on the top of Mill Mountain described in, and attached to this Agreement as, Exhibit A, the description in such Exhibit A being incorporated by reference herein, and that certain facility thereon identified as Mill Mountain Zoo, such land, improvements being referred to as the Premises. The Premises shall not include the miniature Zoo Choo train, its facilities, tracks and all equipment, machinery

and tools purchased by the Lessee and used in the operation of the Mill Mountain Zoo and not permanently attached to the real property of the City. Title to the Premises, and any of the articles of the property owned by the City on the first (1st) day of this Agreement, shall remain in the City. Furthermore, the Lessee will have reasonable and necessary rights of access to the Premises over adjacent property of the City.

(b) Upon termination of this Agreement, and cessation of operation of a zoo on the Premises, the Lessee shall deliver to the City the Premises in the same condition as the Premises, or any additions thereto, were originally received, less normal wear and tear. In addition, Lessee shall be responsible for the removal of the Zoo Choo train, its facilities, tracks and equipment, within one hundred eighty (180) days of termination of this Agreement.

2. Consideration and Term: For and in consideration of the Lessee operating and maintaining a zoo for animals for the benefit of the general public (“Mill Mountain Zoo”) and other good and valuable consideration, the sufficiency of which is acknowledged, the City does hereby lease the Premises to the Lessee for the sum of Ten Dollars and No Cents (\$10.00) per year. The first of such payments shall be due within thirty (30) days after both parties have executed this Agreement, and each payment thereafter shall be due before July 1st of each year this Agreement is in force. The first term shall commence on the 1st day of July, 2016, and end on the 30th day of June, 2017, subject to the termination rights of the City and the Lessee as set forth below. The Agreement, or any amended version of the same, may be renewed for additional one (1) year terms, commencing on the 1st day of July, and ending on the next 30th day of June, upon the mutual written agreement of the parties, for up to four (4) additional one (1) year terms after the initial one (1) year term ends on June 30, 2017.

3. Termination: This Agreement may be terminated by either party at any time, for any cause, or no cause, upon sixty (60) days written notice signed on behalf of either party.

4. Services Provided by City and others: The Lessee shall pay for all utilities, including water, sewer, septic, telephone, cable, gas, electricity and solid waste removal, consumed, used or needed, by the Lessee. The City shall forward to Lessee a check in the amount of Thirty Three Thousand One Hundred Twenty Dollars and No Cents (\$33,120.00), within thirty (30) days after execution of this Agreement, and within thirty (30) days of the first (1st) day of July each term this Agreement is in force thereafter, for such services. In the event Lessee spends more than \$33,120.00 for such services, Lessee remains liable for such expenses. In the event the Lessee connects to the sanitary sewer system operated and maintained by the Western Virginia Water Authority, the cost of such connection, operation and maintenance shall be paid by Lessee. The City shall not be obligated hereunder to make any capital improvement or expenditure of any kind on the leased Premises, and the City shall be under no duty to repair or replace the Premises, or any part or portion thereof, during the term of this Agreement. The City shall provide a maximum of sixty (60) hours tree maintenance and removal services per calendar year. The Lessee will be responsible, at the Lessor's discretion and in accordance with the Lessor's schedule, for such services beyond sixty (60) hours. Failure to comply by the Lessee with the schedule established by the Lessor will constitute an agreement by the Lessee to allow the Lessor to perform such services, or have such services performed by a third party at the request of the Lessor, at the sole expense of the Lessee either in the form of a reduction of any funding authorized under this Agreement during any year the Agreement is in force or in the form of payment within fifteen days of receipt of an invoice from the City. The Lessee shall not remove any tree, or maintain any tree, on the Premises, until such removal or maintenance has

been reviewed and approved in writing by the City's Urban Forester. In the event Lessee spends more than Thirty Three Thousand One Hundred Twenty Dollars and No Cents (\$33,120.00) for such services, Lessee remains liable for such expenses.

5. Insurance Requirements Section:

The Lessee shall meet the following insurance requirements:

A. Neither the Lessee nor any subcontractor shall commence work under this Agreement until the Lessee has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Lessee confirms to the City that all subcontractors have provided Lessee with proof of such insurance, or will do so prior to commencing any work under this Agreement.

B. Lessee, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Agreement the insurance policies and/or coverages required by this section. The City 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. The Lessee shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Agreement. The Lessee shall provide to the City with the signed Agreement an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

(1) The City 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 an

agreement or a written agreement. If additional insured status is automatic under a different coverage form, Lessee 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 Lessee and any subcontractors under this Agreement.

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Lessee under this Agreement, to the City 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 Lessee and any subcontractors under this Agreement.

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

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) 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.

(4) The required limits of insurance for this Agreement 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.

(5) 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 Agreement with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Lessee's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.

D. Proof of Insurance Coverage:

(1) Lessee shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) 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.

E. Insurance coverage shall be in a form and with an insurance company

approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

F. The Lessee's insurance policies and/or coverages shall not contain any exclusions for the Lessee's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Agreement 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 the Lessee for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Lessee, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Lessee's interest or liabilities, but are merely minimums. The obligation of the Lessee, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Lessee in the event that the City 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 the City to seek any recovery against the Lessee's insurance company before seeking recovery directly from the Lessee.

6. Indemnification and Hold Harmless: The Lessee agrees to indemnify and hold harmless the City, its officers, agents, volunteers, and employees, from any and all claims, legal actions and judgments and for expenses, including attorney fees, incurred in this regard, arising out of the Lessee's intentional acts and negligent acts or omissions with respect to the rights or privileges granted by the City to the Lessee in this Agreement.

7. Compliance with Law: The Lessee agrees to design, construct, operate and maintain the Premises and the Mill Mountain Zoo in compliance with all applicable laws, regulations and ordinances, and the Lessee agrees to employ and provide sufficient personnel for the proper operation of the Mill Mountain Zoo. The Lessee shall operate and maintain the Mill Mountain Zoo in a manner which meets the requirements of the American Zoo and Aquarium Association (“AZA”), and the Lessee shall receive, and have effective, unconditional and full accreditation from the AZA during the entire term of this Agreement. A copy of any certificate or letter granting such accreditation, setting forth the term of accreditation, or any renewal of such accreditation, shall be forwarded to the Director of Parks and Recreation for the City of Roanoke within ten (10) business days after receipt of the same by Lessee. A copy of such letter or certificate in effect on the date of this Agreement shall be attached as Exhibit B to this Agreement. The rental rate of \$10.00 per year is contingent upon the Lessee obtaining accreditation. If such accreditation is not granted, renewed, or otherwise in effect, for any reason, the rental rate will be five thousand ten dollars and no cents (\$5,010.00) per year, payable on April 1st of the next calendar year this Agreement is in effect between the parties. If accreditation guidelines change before this Agreement expires or is terminated, making it difficult for the Lessee to maintain AZA accreditation, the yearly rental rate may be amended by mutual agreement of the parties in accordance with the terms of this Agreement.

8. Ownership of Animals: The animals on hand at the commencement of this Agreement shall be the property of the Lessee and may be disposed of or sold by the Lessee so long as the Premises are subject to this Agreement. Animals born to or sired after the commencement of this Agreement, and all breeding interest therein or rights thereto shall be the property of the Lessee when the animals are born, sired or otherwise acquired. All animals

purchased by the Lessee shall remain the property of the Lessee and may be sold or otherwise disposed of by said Lessee. The Lessee shall provide adequate care and housing for all animals upon and after the commencement of this Agreement.

9. Altering Premises by Lessee: The City agrees that the Lessee shall have the right to alter or remove existing and future improvements or facilities on the Premises, subject in all cases, to the written approval of the City Manager of the City of Roanoke first obtained, and upon the condition that the City determines that any such activity is not detrimental to the City's overall development of Mill Mountain as a recreational area and subject further to the Lessee providing, prior to any construction or similar activity, such liability insurance and labor and material payment bonding as may be required by the City. The Lessee recognizes and agrees that there shall be no expansion of the boundaries of the Mill Mountain Zoo without prior approval of Roanoke City Council.

10. Additions to Premises: All improvements constructed subsequent to the date of this Agreement by the Lessee and permanently attached to the Premises with the exception of such improvements related to the Zoo Choo train, its tracks, equipment and facilities, shall become the property of the City at the termination of this Agreement. All equipment, machinery and tools purchased by the Lessee and used in the operation of the Mill Mountain Zoo and not permanently attached to the real property of the City shall remain the property of the Lessee.

11. Concession: The Lessee shall have the exclusive control of and right to all concession sales and revenue therefrom on the Premises during the term of this Agreement.

12. Operation of Mill Mountain Zoo: All matters of management, operation and policy for the Mill Mountain Zoo, including admissions charges, hours of operation and the like shall be in the discretion of the Lessee, but the Lessee agrees to comply with all applicable

federal, state and local ordinances, rules and regulations relative to the use of Mill Mountain and applicable to the Premises. Any applicable admissions taxes imposed, generally, by the City, the Commonwealth of Virginia or other governmental agencies having jurisdiction, shall be collected, reported, and accounted for, by the Lessee, and paid to the City, as provided by general ordinance or law.

13. Compliance With Environmental Protection Laws:

(a) The Lessee covenants and agrees to design, construct, maintain and operate the Premises and the Mill Mountain Zoo strictly in accordance with all applicable federal, state and local environmental protection laws, regulations, rules and orders, including but not limited to those laws relating to the storage, disposal and presence of Hazardous Substances (the term “Hazardous Substances” used herein has the same meaning as given that term and to the term “hazardous wastes” in 42 U.S.C. §9601), disposal of solid waste, release or emission of pollutants or Hazardous Substances into the air or soil or into groundwater or other waters, applicable water and sewer regulations, and erosion and sedimentation control (collectively, “Environmental Law”). The Lessee covenants that it has either acquired heretofore or shall acquire, prior to or at the time required by applicable law, all environmental permits and licenses required by any Environmental Law in connection with the maintenance and operation of the Mill Mountain Zoo.

(b) The Lessee covenants that it shall indemnify, defend and hold the City, its successors, assigns, directors, officers, employees, volunteers, agents and lenders harmless from all response costs, damages, expenses, claims, fines and penalties, including attorney fees, incurred by the City, its successors, assigns, directors, officers, employees, volunteers, agents and lenders as the result of any violation by Lessee, or any predecessor in interest to or any

person acting with permission of Lessee of any Environmental Law or as the result of any necessary repair, cleanup, closure or detoxification of the property upon which the Mill Mountain Zoo is located or upon land in the vicinity of the Mill Mountain Zoo if due to conditions caused by the Lessee, predecessor in interest to or any person acting with permission of Lessee, or as a result of a misrepresentation made by the City based upon information supplied by the Lessee to the City. These provisions in this section shall survive the termination of this Agreement.

(c) The Lessee shall immediately notify and advise the City of (i) any and all enforcement, cleanup, removal, investigation or other governmental or regulatory actions instituted or threatened against the Lessee with respect to any Environmental Law applicable to the Zoo, and (ii) any and all claims made or threatened by any third person against the City, or the Lessee relating to any Environmental Law applicable to the City or the Lessee, or the Mill Mountain Zoo or to injury to any person or property because of a Hazardous Substance on or from the Mill Mountain Zoo.

(d) The Lessee hereby grants and gives to the City, its agents and employees the right and license to enter the Mill Mountain Zoo, without notice, at any reasonable time to inspect the Mill Mountain Zoo or to conduct a reasonable environmental investigation, including but not limited to an environmental assessment or audit of the Mill Mountain Zoo to satisfy the City that the Mill Mountain Zoo is free from environmental contaminations and hazards. The City may employ engineers to conduct such investigations on the City's behalf, and the Lessee shall give to such engineers the same rights and licenses as the City may have pursuant to this Section. The Lessee shall from time to time and upon the request of the City, give to the City or to whomever the City may designate such assurances as may be necessary to show that the Mill

Mountain Zoo is in compliance with any and all Environmental Law. The City shall use its best efforts to minimize interference with the Lessee's business but shall not be liable for any interference or harm caused by the City's exercise of its rights under this Section.

(e) At the commencement date of this Agreement, and on July 1 of each year thereafter (all such dates being hereinafter called "Disclosure Dates"), including July 1 of the year after the termination of this Agreement, the Lessee shall disclose in writing to the City Manager and the Environmental Specialist for the City of Roanoke, 215 Church Avenue, S.W., Room 364, Roanoke, Virginia 24011, the names and amounts of all Hazardous Substances, which were stored, used or disposed of at the Mill Mountain Zoo, or which the Lessee intends to store, use or dispose of at the Mill Mountain Zoo, for the year prior to and after each Disclosure Date. The City, in its sole and absolute discretion, may consent or decline to consent to the Lessee's storage or use, or both, of any Hazardous Substance, provided that (i) the Lessee shall store such matter in leakproof containers, (ii) such storage and use does not constitute a violation of any Environmental Law, and (iii) the Lessee shall use such matter in accordance with all Environmental Law.

14. Removal of Structures and Animals:

(a) At the expiration or termination of the Agreement, if it becomes necessary to remove structures on the premises, or to dispose of, or transfer animals, Lessee agrees to remove such structures, or dispose of, or transfer such animals at its own expense within a reasonable time after notice from the City. All demolition and related work, and all disposition or transfer of animals, shall be done diligently and in conformity with all legal and safety requirements, in a good and workmanlike manner, and in accordance with any reasonable standards required by the City.

(b) In the event that the Agreement is terminated by either party at any time, or in the event that the Agreement lapses by its own terms, the Lessee will take on the responsibility of properly closing the Zoo and maintaining, relocating or selling in a proper manner the collection of animals acquired or maintained by the Lessee at the time of termination or lapse. Such relocation or sale of animals shall take place in accordance with the guidelines and regulations promulgated by the AZA and the United States Department of Agriculture in effect at the time of such termination or lapse.

15. Assignment of Lease: The Lessee shall have no right to assign or sublet the Premises, or any portion thereof, to any other party without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. If such consent is given, however, it is with the understanding that notwithstanding the sublease or assignment, the Lessee shall, nevertheless remain liable to the City pursuant to the provisions in this Agreement. The Lessee shall deliver a fully-executed copy of any permitted assignment or sublease to the City immediately upon its execution. In the event the City consents to an assignment or sublease, such consent shall not approve future subleases or assignments of all or any portion of the Premises, which right is specifically reserved.

16. Non-Discrimination: During the performance of this Agreement, the Lessee agrees as follows:

(a) The Lessee 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 for the normal operation of the Lessee. The Lessee agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state that such Lessee is an equal opportunity employer.

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

(d) The Lessee will include the provisions of the foregoing subsections 16 (a), (b) and (c) in every agreement or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each Lessee or vendor.

17. The Lessee will: (i) provide a drug-free workplace for the Lessee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Lessee that the Lessee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this subsection, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

18. Negotiation: This Agreement has been fully negotiated by and between the parties and shall be construed as if both parties had an equal responsibility in the drafting hereof.

19. Entire Agreement: This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either

IN WITNESS WHEREOF, the parties hereto have executed the same as of the day and year first above written:

ATTEST:

CITY OF ROANOKE

Stephanie M. Moon, City Clerk

By _____
Christopher P. Morrill
City Manager

ATTEST:

BLUE RIDGE ZOOLOGICAL SOCIETY
OF VIRGINIA, INC.

By _____
Secretary

By _____
President

Approved as to Form:

Approved as to Execution

Assistant City Attorney

Assistant City Attorney

TAX ID: 4060505

LEASE BOUNDARY
12.6 Ac

TAX ID: 4070521

TAX ID: 4070507

MILL MOUNTAIN SPUR

JB FISHB

MILL MOUNTAIN
SPUR

MAP SHOWING AREA TO BE LEASED BY
THE BLUE RIDGE ZOOLOGICAL SOCIETY

FROM THE

CITY OF ROANOKE, VA

SITUATE ON MILL MOUNTAIN
TOTAL LEASE AREA = 12.6 ACRES



0 50 100 200
Feet

DATE OF MAP: 12 APRIL 2012

CREATED BY: GIS TEAM / kh

THIS DRAWING WAS CREATED USING RECORDS ON HAND AT THE
CITY OF ROANOKE AND DOES NOT CONSTITUTE A LEGAL SURVEY
ALL NUMBERS SHOULD BE CONSIDERED APPROXIMATE.

sent
7/26/16

B. a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute a lease agreement with the Blue Ridge Zoological Society of Virginia, Inc., for the lease of City-owned property located in the City of Roanoke being the top portion of that land commonly referred to as “Mill Mountain,” designated as Roanoke City Official Tax Map Nos. 4070507, 4070521, and 4060505; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on August 15, 2016, pursuant to Sections 15.2-1800 and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

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

1. The City Manager is hereby authorized, to execute, in a form approved by the City Attorney, a lease agreement with the Blue Ridge Zoological Society of Virginia, Inc. (“the Zoo”), to lease City-owned property located in the City of Roanoke being the top portion of that land commonly referred to as “Mill Mountain,” designated as Roanoke City Official Tax Map Nos. 4070507, 4070521, and 4060505, to be used by the Blue Ridge Zoological Society of Virginia, Inc., to operate and maintain the Mill Mountain Zoo. The new lease and agreement provides for the following provisions: an initial term of one (1) year, with up to four additional one (1) year terms upon mutual agreement of the parties, provided that either party may terminate the lease agreement with or without cause at any time during either the initial or any of the renewal terms with sixty (60) days’ written notice; an annual lease payment from the Zoo to the City of \$10 per year; the City providing a maximum of sixty (60) hours of tree maintenance

and removal services per calendar year; annual fiscal year operating contributions of \$33,120 from the City to the Zoo; and, responsibility of the Zoo for all operating and maintenance costs above the \$33,120 contribution by the City, in addition to other certain terms and conditions, and as more particularly described in the City Council Agenda Report dated August 15, 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: August 15, 2016

Subject: Application by Roanoke City School Board to amend the Planned Unit Development Plan and conditions proffered as part of a previous rezoning at 2102 Grandin Road, S.W., bearing Official Tax No. 1460101.

Recommendation

The Planning Commission held a public hearing on Monday, August 8, 2016. By a vote of 6 - 0 - 1, with Commissioner Smith recusing himself due to a conflict of interest, the Commission recommended approval of the rezoning request, finding that the Amended Application No. 2, as amended at the hearing and subsequently submitted as Amended Application No. 3, is consistent with the City's Comprehensive Plan, *Grandin Court Neighborhood Plan*, and Zoning Ordinance as the changes to the Plan and proffered conditions will allow the property and facilities to be used in a more expansive manner appropriate to the surrounding area.

Application Information

<i>Request:</i>	Amendment of Planned Unit Development Plan and Proffered Conditions
<i>Owner:</i>	City of Roanoke
<i>Applicant:</i>	City of Roanoke School Board
<i>Authorized Agent:</i>	Richard Rife, Rife + Wood Architects
<i>City Staff Person:</i>	Katharine Gray, Land Use and Urban Design Planner
<i>Site Address/Location:</i>	2102 Grandin Road, S.W.
<i>Official Tax Nos.:</i>	1460101
<i>Site Area:</i>	Approximately 96 acres
<i>Existing Zoning:</i>	INPUD, Institutional Planned Unit Development
<i>Proposed Zoning:</i>	INPUD, Institutional Planned Unit Development
<i>Existing Land Use:</i>	library; educational facilities, business school or nonindustrial trade school, college/university, elementary/middle/secondary, school for the arts; day care center, child; office, general or professional
<i>Proposed Land Use:</i>	library; educational facilities, business school or nonindustrial trade school, college/university, elementary/middle/secondary, school for the arts; day care center, child; office, general or professional

<i>Neighborhood Plan:</i>	<i>Grandin Court Neighborhood Plan</i>
<i>Specified Future Land Use:</i>	Large Institutional and Recreation/Open Space
<i>Filing Date:</i>	Original Application: June 21, 2016 Amended Application No. 1: July 18, 2016 Amended Application No. 2: August 1, 2016 Amended Application No. 3: August 9, 2016

Background

In 2004, the property at 2102 Grandin Road, SW, was rezoned from RS-1, Residential Single Family District, to INPUD, Institutional Planned Unit Development District, in order to construct a new high school. Since that time, the Planned Unit Development plan and proffered conditions were amended to allow for:

- The sports stadium, practice fields, and tennis courts.
- Conversion of the elementary school to an educational facility, day care facility for children, and general and professional offices.
- Expansion of the Raleigh Court Branch Library.

In 2010, the proffered conditions were amended to reflect expansion of the type of uses permitted in the stadium and times when the lighting and public address systems could be used. This amendment reflected a change in facility demand as it would no longer be shared with William Fleming High School (as the new William Fleming High School has its own stadium). The Roanoke City Public Schools are proposing to further amend the conditions related to the stadium to reflect current demand and opportunities for use of the stadium facility.

The schools' authorized agent met with staff to discuss the possibility of amending the development plan and proffered conditions for the property.

In June of 2016, the applicant filed an application to amend the planned unit development plan and proffered conditions for the subject property.

In July of 2016, the applicant filed an amended application to address comments from Planning Commission, staff, and neighborhood regarding access to the property and temporary increase in occupancy of the stadium.

In August of 2016, the applicant filed an amended application to clarify the amendments to the proposed proffered conditions 7 and 8.

In August of 2016, the applicant amended their application at the Planning Commission public hearing and subsequently filed Amended Application No. 3 incorporating those changes to the proffered conditions.

Proffered Conditions and Planned Unit Development Plan

The Applicant hereby requests that the following proffered conditions accepted by the adoption of Ordinance No. 39976-061614 be AMENDED as they pertain to property located at 2102 Grandin Road, SW, and identified as Official Tax No. 1460101.

Deleted text is indicated by a strikethrough while added text is indicated by italics.

1. The property will be developed in substantial conformity with the *revised* Development Plan prepared by *Rife + Wood Architects dated June 16, 2016*, ~~Alfred O. Chevalier dated March 3, 2010 and revised by the City of Roanoke dated April 14, 2014;~~ the Development Plan prepared by HBM Architects dated May 5, 2014, *and* Building Elevations prepared by HBM Architects dated April 5, 2014, ~~and the Utility Plan prepared by Rife + Wood Architects dated December 5, 2005~~ copies which are attached to this application.
2. The school sports stadium will be developed in substantial conformity with the *revised* Stadium Plan prepared by Rife + Wood Architects dated ~~January 18, 2007~~ *June 16, 2016* and the Stadium Sections dated December 1, 2006, copies of which are attached to this application.

Revisions to conditions 1 and 2 reflect changes to the development plan to add a service entrance to the stadium facility.

3. That the usage of the ~~school sports~~ stadium facility will be limited to *high school* athletics, *non-amplified* band practices ~~for~~ *and performances by* the Patrick Henry High School marching band, *and* graduation ceremonies. ~~, middle school athletics, and athletic events sponsored through the Parks and Recreation department of the City of Roanoke.~~
4. That ~~the all~~ sound amplification systems *in the stadium* will be ~~used~~ *utilized* only for ~~high school varsity football games, varsity soccer games, varsity lacrosse games, athletics and graduation assemblies, and the annual championship games for Roanoke City Parks and Recreation youth football.~~ *The sound amplification systems shall not be utilized during athletic team practices or to amplify school band performances.*

Revisions to conditions 3 and 4 reflect expansion of the types of athletic events that can be held at the stadium facility and when the sound amplification system can be used. It should be noted that existing provisions in City Code Section 21-43.1 prohibits the use of the stadium lighting after 10:00 PM.

5. That manual traffic control, to include security personnel, will be provided before and after all varsity football games and graduation ceremonies at the intersections of Brandon Avenue and Grandin Road,

~~and Grandin Road and Laburnum Avenue, Grandin Road and Avenel Avenue and Guilford Avenue and Lofton Road~~ in coordination with the City of Roanoke Police Department.

6. That manual traffic control, to include security personnel, will be provided at the intersection of Lofton Road and Guilford Avenue before, during, and after every varsity football game to prevent vehicular traffic, excluding emergency vehicles, from entering and exiting Patrick Henry High School campus from Lofton Road.
7. That manual traffic control, to include security personnel, will be provided at the service entrance to Patrick Henry High School from Blenheim Road before, *during, and after* every varsity football game to prevent pedestrian and vehicular traffic, excluding emergency vehicles, ~~and~~ team buses, *and school staff with identification*, from utilizing the service entrance to Patrick Henry High School from Blenheim Road.

The revisions to conditions 5 through 7 allow for relaxation of traffic controls in the vicinity of the school.

- ~~8. The City of Roanoke School Board will conduct an engineering study of its sound amplification system, within six months of approval of these proffers, to evaluate the best method of limiting audio trespass of the sound amplification system and will file the results with the City's Planning Offices.~~

The above referenced sound study has been completed and therefore the condition is no longer relevant.

8. *A vegetative screen of large evergreen trees shall be planted and maintained on the exterior slopes of the earthen berms surrounding the stadium as shown on the Stadium Plan prepared by Rife + Wood Architects dated June 16, 2016. No later than August 1 of each year, the Chief of Physical Plants for Roanoke City Public Schools shall conduct an inspection of this vegetative screen and replace any dead trees with replacement trees at least 5'-0" in height by no later than September 1 of that year.*

This condition reinforces the zoning ordinance requirement to maintain required landscaping and requires replacement of any dead or damaged trees in a timely manner.

9. *The permanent seating capacity of the stadium is 3,005. Additional temporary occupancy up to 4,500 may be permitted during the regular football season only one time each calendar year, if Roanoke City Public Schools obtains a temporary Certificate of Occupancy and provides adequate sanitary facilities and ingress/egress.*

This condition would allow attendance to exceed the fixed seating capacity of the stadium (standing room) but provides a fixed cap for the overall capacity and that such additional capacity can be safely accommodated for one game during the regular football season and play-off football games during post-season.

10. The Deputy Superintendent for Operations for Roanoke City Public Schools shall be responsible for compliance with all proffers accepted by Roanoke City Council.

This condition would create a single point of contact for the enforcement of the proffered conditions.

All development must be in substantial conformance with the development plan and other pertinent elements of the zoning ordinance.

Considerations

The property is an institutional campus that contains a high school facility and accessory sports stadium, practice fields, and tennis courts; day care facility for children, and general and professional offices; and the Raleigh Court Branch Library. The proposed development of the property only affects a small portion of the campus: the stadium, access to the property during certain events in the stadium, and associated landscaping within that portion of the site.

Surrounding Zoning and Land Use:

	<i>Zoning District</i>	<i>Land Use</i>
<i>North</i>	R-7, Residential Single-Family District, and IN, Institutional District	Single-family residential and place of worship
<i>South</i>	MX, Mixed Use District, and ROS, Recreation and Open Space District	Professional office and park
<i>East</i>	R-5 Residential Single-Family District	Single-family residential
<i>West</i>	R-5, Residential Single-Family District, RM-2, Residential Mixed Density District, and CN, Commercial Neighborhood District	Single-family residential, two-family residential, eating and drinking establishment

Compliance with the Zoning Ordinance:

The purposes of the INPUD District are to encourage harmonious development of institutional uses and mixed-use campus developments, to provide flexibility for creative development, to minimize potential negative impacts of institutional uses on neighboring uses, and to recognize the special complexity and interrelationships of land uses and activities in these institutional complexes. The overall appearance of the campus will remain the same with

the only changes on the campus occurring at the stadium and entrances to the Patrick Henry High School campus.

There is no significant change to the physical development of the site, with the exception of the new service entrance to the stadium facility. The changes in conditions are related to the operation of the existing facilities.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Grandin Court Neighborhood Plan* recognize the school's role in serving the needs of citizens and visitors by creating a climate of lifelong learning and community enrichment. The Patrick Henry High School stadium is located within an INPUD campus that serves as a center of learning for this area of the City. The amendment of the planned unit development plan will allow for the expansion in the use of the stadium and access to the campus during particular events while retaining the other campus buildings and site development. Relevant policies and action items in the plan include:

- PS A15. Ensure that all public schools and City-owned facilities are located, designed, and maintained to complement neighboring land uses.
- PE P1. Quality education. Roanoke's school system will be known for its quality education that prepares students for the workplace or with the skills and knowledge needed to succeed in higher education. Roanoke will maintain and improve its high-quality public education facilities and programs at all levels.
- PE P2. School facilities. School facilities are important community facilities. The location of new school facilities will be carefully planned to enhance the surrounding community and adhere to the City Design principles recommended.
- PE P3. Lifelong learning. Roanoke will support schools, libraries, continuing and higher education programs, community-based education, and recreation programs that foster a positive learning environment for persons of all ages.
- PE P4. Community learning centers. Roanoke will encourage the efficient use of public schools by co-location of education, lifelong learning, and recreation programs in school facilities, making them community learning centers.

The expansion of uses for the stadium fulfills the City vision for encouraging the efficient use of public schools through the co-location of recreation programs and lifelong learning. The other existing campus buildings and site development will remain.

The *Grandin Court Neighborhood Plan* recognizes the value that the large institutional campus focused on learning and enrichment provides for the community. The plan also places emphasis on the type of development that will continue to improve the neighborhood. Although concern over increased traffic and parking have been voiced in the neighborhood, the connectivity of the site to the surrounding area is deemed equally important.

The principal consideration is whether the proposed amendment to the planned unit development plan is consistent with *Vision 2001-2020* and the *Grandin Court Neighborhood Plan*. The overall proposal to increase the usage of the stadium and access to the campus in the current location is appropriate and should provide additional needed services to this area of the City. Roanoke City Public Schools along with the consultant have engaged the community in a public involvement process involving separate meetings over the course of the spring and summer. The input received from the public has been evaluated and many thoughts have been incorporated into the proposed amendments to the proffered conditions.

Public Comment Summary

Kathy Gross, Center Hill Avenue, wrote stating that the amount of lighting, noise level, and the blocking off of the streets to additional parking has been successful and appreciated. She would be concerned if during practices and games there was an increase in the noise level, additional vehicles on our street, trash on the area from the school activities, additional non-residents in our neighborhood during games, and overly bright lighting. Thus far none of this has happened, and she is grateful. She certainly wants to be supportive of the school, and expects the same in return in order to enjoy pleasant conditions where she lives. She also notes that real estate values have decreased and attributes it to the close proximity of the stadium.

Freeda Cathcart, President of the Grandin Court Neighborhood Association, wrote to state that several people have expressed concerns about the city changing the proffers on Patrick Henry Stadium before the Grandin Court Neighborhood Association has a chance to review them and make comments on them. She states the proposed changes would have a direct impact on their neighborhood by increasing occurrences of noise and also possible increase in traffic on Guilford Avenue. She requests the Planning Commission delay making any recommendations to change the proffers on Patrick Henry Stadium until the GCNA has a chance to review and provide an opinion on whether the proposed changes would be beneficial or detrimental to their neighborhood.

Richard Light wrote stating that he is concerned with proffer number six and the potential effect increased traffic on the surrounding neighborhood with the increased number of uses allowed. He suggested that service vehicles enter through an area that could be improved by the baseball parking lot near the track instead.

Another citizen contacted the department to clarify what was being proposed but offered no comments.

The following public comment was received after the staff report to the Planning Commission was completed and given to Planning Commissioners at the public hearing:

Becky Rhodes, 1233 Persinger Road, wrote stating that she is concerned about the expanded use of the stadium beyond school sporting events. She states that she is not in favor of using the stadium to bring in outside revenue for other events, but wants it to remain for school use only. She also states that she wants the back gate (service entrance) open to the neighbors only with a driver's license or pass.

Richard Light wrote to state that he is concerned with the new proffer about the rear service entrance as it will increase traffic in his neighborhood and proposes that service vehicles should enter through an area that could be improved at the baseball parking lot near the track. He states that an increase of stadium occupancy by 1,500 will create a life safety problem and that the Roanoke City police should be required to control all of the traffic.

Dan Webster, 2623 Guilford, wrote to state that during the past years a proffer has existed which blocks the entrance and exit of traffic during football games from exiting through their neighborhood. He states that they do not want to see this condition removed, as it would then allow a steady stream of exiting fans thru this corner late at night, ruining the quiet character of their neighborhood. He states that the Sunday Roanoke Times indicated that "Traffic has not been an issue at those intersections, Rife said." (Referring to Guilford and Laburnum), but that it hasn't been an issue at Guilford because the original proffer blocked the traffic egress in that direction. He states that the Planning Commission website attributes a statement by the school board that the primary reason for the original proffer was parking in the neighborhood, which is not true. The primary concern was and still is the steady flow of exiting fans thru an otherwise quiet neighborhood. He states that they are supporters of the high school and have no problem with the expanded use of the football field for other school events, but asked that the character of their quiet neighborhood be protected by reinstating the condition to block traffic egress through the intersection of Guilford and Lofton.

Chris Bryant, 1315 Sewell Lane, wrote to state that he is against proffers 3, 4, and 8 to extend the use of Patrick Henry football stadium to general use, more sporting events, and to increase capacity to 4,500. He states that this is not in keeping with the promises made to the neighborhood in 2006 and will increase traffic congestion, parking issues that already impact the streets around PH during games, noise, light, litter pollution, and security problems. He states that this is a residential neighborhood and not a replacement for Victory Stadium.

Maureen Eiger, 2415 Mount Vernon Road, called and sent photographs to demonstrate the noise and light issues from the existing stadium that she believes will worsen with increased events and increased temporary occupancy in the stadium.

The following public comment was received by staff after the Planning Commission public hearing:

Matthew and Rebecca Todd, Raleigh Court, wrote to state that they are concerned the amendment of proffers to increase the number of spectators by 50 percent will impact traffic, parking, noise, lighting, and management of events. They state that the Raleigh Court Civic League Board endorsed the changes, but did not reach out to Raleigh Court residents or league members for input regarding the matter.

Planning Commission Work Session (July 8, 2016):

The following items were discussed in the Planning Commission Work Session for compliance with City policy and ordinances.

- The application should be amended to reflect the latest PUD plan, latest proffered conditions, building sizes, and to correct the titles of the plans
- If temporary occupancy greater than the permanent seating is desired by the school, such temporary capacity should be specifically identified and a temporary certificate of occupancy issued to document compliance with applicable codes.
- It was discussed that additional detail be provided for the field house comparable to the level of detail shown for the stadium in the stadium plan and sections. Consider relocating/replacing the evergreen trees that need to be removed to construct the field house and then place the trees between the new field house and the existing practice field.

The Applicant subsequently filed Amended Application No.1 addressing the comments including removal of the field house from the development plan.

Planning Commission Public Hearing (August 8, 2016):

Phil Wright, 1646 Center Hill Drive, stated that the proffered conditions are not clear in who will be able to use the facility and that it would allay neighbors' concerns if that were addressed with additional constraints. He stated that the argument has been made to transform the stadium into a greater use municipal facility since it was built with public funds and should provide a return on investment to the public coffers by allowing the school board to pander the school's playing field to any and all. He questioned Roanoke City Public Schools ever having turned a profit or being committed to doing so. He stated

that the stadium's original artificial turf wore out early and cost several hundred thousand to replace and would likely be replaced sooner with additional usage of the field. He stated that the temporary increase in seating capacity by 1,500 to make up for an inadequate original plan to put the stadium in a residential neighborhood punishes the neighbors. He stated that the stadium built at William Fleming was done well as it is located in a non-residential setting, is accessible by major roadways, and is convenient to hotels, restaurants, and other guest-oriented facilities. He stated that that facility should be used instead of punishing the neighborhoods in the immediate vicinity with unrestricted PA system noise, increased traffic, unenforced parking, and the uncontrolled transit of people with no connection to the high school itself. He stated that this is wrong.

Dan Webster, 2623 Guilford Avenue, stated that he resides in the high impact zone of the original proffer number six and read the original proffer. He stated that the proffer has existed to block the entrance and exit of traffic prior to and after the football games. He stated that the Sunday Roanoke Times indicated that "Traffic has not been an issue at those intersections." (Referring to Guilford and Laburnum) and clarified that it has not been an issue at Guilford because the original proffer blocked the traffic egress in that direction. He stated that during recent games security personnel would remove the barriers prior to the exit of most of the crowds, creating a steady stream of traffic onto Guilford at that intersection. He stated that this is a quiet residential neighborhood and not a main thoroughfare. He stated that the Planning Commission website attributes a statement by the school board that the primary reason for the original proffer was parking on Guilford Avenue, which is not true. He stated that the primary concern was and still is the steady flow of exiting fans following a game and believes that if the blockade is eliminated that fans will naturally try to find the quickest way out and increase the traffic through that intersection late at night. He requested the Planning Commission maintain proffer number six.

(Mr. Webster emailed the next day to add: Thank-you for the opportunity to express our concerns before the Commission and especially for your attentiveness, discussion and consideration. Due to my nervousness, I failed to include in my comments that we are supporters of the Patrick Henry Athletic Program and that we support the expanded utilization of the current facilities.)

Barbara Hawkins, 1418 West Drive, S.W., stated they she lives in her family home and is a founding member of the Lakewood Colony Neighborhood Watch Group, who is committed to making their neighborhood a safe, secure, peaceful and enjoyable place to live. She stated that their neighborhood has been a cut-through for people traveling to Patrick Henry. She is part of a group of neighbors that fought tirelessly for these proffered conditions that relate to the stadium enacted in 2006. She stated that the proffers were made in a spirit of compromise between the City of Roanoke and the citizens surrounding Patrick Henry and that this was to be a school stadium for school activities only and

that change to these proffers violates the public trust. She stated that the general public was only made aware of the proposed changes in the past few weeks. She questioned if the changes were trying to be pushed through without public knowledge. She questioned the changes to proffer three to transform the school stadium to multi-use municipal facility stating that it will generate more frequent security, noise, traffic, and parking concerns. She questioned if the residents of the streets specified in proffers five and six had been notified to see if there were problems.

Troy Rech, 130 27th St SE, stated that he speaks on behalf of the Patrick Henry Boosters Board and the Parks and Rec Advisory Board. He stated that there is a lack of multi-use rectangular fields in the City, 22 rectangular fields short of what is needed per the Parks and Rec Master Plan. He stated that if the fields are worn out and noise exists in the neighborhood then it means that our youth are doing something productive. He stated that we have the opportunity to use a City asset for a much broader use rather than limit it to PH sports noting that there are other fields on the property that can be used for multiple purposes and they would like the stadium to be part of that.

Stewart Barnes, 2314 Rosalind Avenue, stated that as past President of Patrick Henry Boosters Club, he supports amendment of the proffers. He stated that they do a lot of fundraising to meet the needs of the athletic programs at the school which are not covered by the current school budget. He stated that we are currently sending money to surrounding schools by doing tournaments outside of the area as we are not allowed to host these things at our school. He requested that we use the stadium to boost our rec clubs, middle school programs, build community, and to raise money to supplement our tight budget.

Mary Dykstra, 1917 Greenwood Road, President of Raleigh Court Neighborhood Association, stated that their board has been attentive to this issue and has met with the applicant several times regarding this. She stated that they feel the proffers before the board are reasonable and the stadium and uses have been a good neighbor so far and they are in support of this.

James Smith, Jr., 3547 Penarth Road, stated that he is a freshman at the high school and would like to use the stadium for tournaments, college clinics, and local travel teams as it would give kids in Roanoke a better chance to be recognized by colleges. He stated that most of the PH students are members of the local travel teams and they play on turf fields out of town and should have the same playing experience here in Roanoke. He stated that the proceeds from travel teams using the stadium could go to maintaining the field and school.

Maureen Eiger, 2415 Mount Vernon Road, stated that she has met with the school board, Planning Commission, and Chris Chittum many times since the stadium was built regarding the violation of the existing proffers. She stated the violations consist of: the sound study, the PA being used on the softball field for practices, non-allowed people groups practicing in the stadium, lights

on past 10pm. She stated her main concerns are traffic and noise with multiple events and the addition of 1500 people in the stadium.

Freeda Cathcart, 2516 Sweetbriar Avenue, President of Grandin Court Neighborhood Association, stated that the stadium falls within the bounds of their neighborhood association and that their group was never contacted by the City regarding this. The applicant contacted their group late in the process and came to their July 19th neighborhood association meeting, but with such short notice this gave their neighbors very little time to be able to participate in the process. She stated the last of the two newspaper articles have raised awareness and that people are concerned about the increase in occupancy for the stadium. She requested that the Planning Commission delay a decision to give their neighborhood time to process this information and to properly weigh in. The sign posted was not along a well-traveled road and had fallen down.

Kerry Morgiewicz, 2501 Mount Vernon Road, stated that her property abuts the school property and that she loves having the stadium there with the band playing and the noise. She stated that her only concern is that the current proffers force her to have to walk over a mile to go to the stadium even though it is directly behind her and she would like the rear service entrance to be accessible to neighbors. She stated that she did receive a mailing of the zoning amendment in a timely manner and overall she supports this.

Commissioners, the applicant, and staff discussed the public notice process by the City, the design of the stadium for average occupancy, the benefit to the neighborhood of leaving proffer 6 in place, lighting of events in the stadium, who would be responsible for enforcing the proffers, and traffic and security for events beyond varsity games at the stadium,

Particularly, Commissioner Penn asked about the public notice process, how often the increase in temporary occupancy of the stadium was needed by the applicant, suggested that the applicant consider leaving the original proffer 6 in place to address the concerns of the neighborhood, and asked about the lighting of events in the stadium. Commissioner Russell and Commissioner Katz questioned whether there was a plan to deal with the increased traffic and whether traffic and security for the other athletic events beyond varsity games in the stadium should be conditioned. Chairman Hale questioned if there was any recourse for the neighborhoods if the items were not successfully dealt with at this time and when the sanitary facilities related to a temporary increase of occupancy would be removed

As a result of the discussion, the applicant amended the Amended Application No. 2 to leave in place the original proffer 6 regarding access to the campus at Lofton Road and Guilford Avenue, amended the language regarding the temporary occupancy use of the stadium, and added a proffer to name a specific party responsible for compliance of all of the proffers.

Conversation between the applicant, Commissioners and staff clarified that the amendment to the proffered condition regarding the limitation on temporary occupancy would allow: one home football game per year (e.g., Salem) during the regular season AND additional football games if PH makes the playoffs (games outside the regular season), and that the temporary sanitary facilities would be removed by Monday after the game.

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
Steve Barnett, Deputy Superintendent Roanoke City Public Schools
Richard Rife, Rife + Wood Architects

Zoning Amendment Application

RECEIVED



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

AUG 09 2016

CITY OF ROANOKE
PLANNING BUILDING &
DEVELOPMENT

[Click Here to Print](#)

Date August 8, 2016

Submittal Number Amended Application No. 3

Request (select all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Rezoning, Not Otherwise Listed | <input type="checkbox"/> Amendment of Proffered Conditions |
| <input type="checkbox"/> Rezoning, Conditional | <input type="checkbox"/> Amendment of Planned Unit Development Plan |
| <input type="checkbox"/> Rezoning to Planned Unit Development | <input type="checkbox"/> Amendment of Comprehensive Sign Overlay District |
| <input type="checkbox"/> Establishment of Comprehensive Sign Overlay District | |

Property Information:

Address: 2102 Grandin Road, Roanoke, VA 24015

Official Tax No(s): 1460101

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

Ordinance No(s) for Existing Conditions (If applicable): 39976-061614

Requested Zoning: INPUD, Institutional Planned Unit Development With Conditions Proposed Land Use: Educational
 Without Conditions

Property Owner Information:

Name: City of Roanoke, VA

Phone Number: +1 (540) 853-2000

Address: 215 Church Avenue, SW, Roanoke, VA 24011

E-Mail: chris.morrill@roanokeva.gov

Property Owners Signature

Applicant Information (if different from owner):

Name: City of Roanoke School Board

Phone Number: +1 (540) 853-2382

Address: 40 Douglass Avenue, NW, Roanoke, VA 24012

E-Mail: pbarnett@rcps.info

Applicant's Signature:

Authorized Agent Information (if applicable):

Name: Richard Rife, Rife + Wood Architects

Phone Number: +1 (540) 344-6015

Address: 1326 Grandin Road, Roanoke, VA 24015

E-Mail: richard.rife@rife-wood.com

Authorized Agent's Signature:

Zoning Amendment Application Checklist



The following must be submitted for all applications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Patrick Henry High School Stadium

Request for Modifications of Proffered Conditions of Ordinance No. 39976-061614 as they pertain to Official Tax No. 1460101:

Amended Application No. 3 August 8, 2016

Background Information:

Certain proffered conditions related to use of the stadium were enacted in February 2006 as part of amendments to the Development Plan for the new school to add the stadium to the school's campus. For the first three years of the stadium's operation, it was utilized by William Fleming High School as well as Patrick Henry while William Fleming's new building was under construction. The original proffers included requirements for a percentage of the games to be played on Saturdays during the daytime and restrictions on the use of the stadium lights. The 2006 conditions were subsequently modified by City Council in 2010 to remove the requirements for daylight games and otherwise simplify the proffers.

The Process:

Richard Rife of Rife + Wood Architects was engaged by the City of Roanoke School Board to prepare this request. The School Board's primary interest in requesting these proffer changes is to reduce the restrictions on what types of athletic uses and events can be held in the stadium while still respecting the rights of neighboring homeowners. The Board charged Mr. Rife to meet with various interested parties to explain the School Board's desire to simplify the proffers and to attempt to find common ground for the operation of the stadium.

Mr. Rife met with Planning Director Chris Chittum and Planning Administrator Ian Shaw on January 14 and May 6, 2016 to explain the Board's interests and to discuss how the language of the proffers could be improved to make the proffers more clear so that enforcement of the proffers could be more consistent.

Mr. Rife met individually with Mr. Kit Hale, an adjacent property owner and then-President of the Raleigh Court Neighborhood Association, on February 11, 2016. Mr. Hale expressed his concerns about the stadium's operation from both his personal perspective as a neighbor and his perspective as a leader of a neighborhood organization. Mr. Hale and Mr. Rife discussed proffer changes that would allow greater utilization of the stadium while adding other proffers that would address problems Mr. Hale had seen during its years of operation.

Mr. Rife subsequently presented a draft list of proffer changes to the Board of the Raleigh Court Neighborhood Association on March 31, 2016 to inform them of the Board's upcoming request and to solicit its input and support. Ms. Mary Dykstra, who has since succeeded Mr. Hale as President of the Neighborhood Association, was in attendance at that meeting.

Mr. Shaw, Zoning Administrator Jillian Moore, and Development Inspector Winston Corbett met with Mr. Rife, City Schools Assistant Superintendent Steve Barnett, Chief of Physical Plants Jeff Shawver, Patrick Henry Principal Joseph Jablonski, Athletic Director Patti Sheedy and other school personnel on May 26, 2016 to walk the site and discuss the stadium's operation and maintenance.

Messrs. Barnett, Shawver, and Rife attended the Planning Commission's work session on July 8, 2016 and informally discussed the proposed proffer changes. Topics of discussion included traffic control, limiting pedestrian access to the school's service road during football games, the difficulty of enforcing operational proffers and how to address the need to occasionally accommodate overflow crowds. The Commission questioned the inclusion of a proposed future fieldhouse on the revised Development Plan and the lack of detail on its design. The School Administration decided to remove the fieldhouse from this request and the submitted Development Plan and Stadium Plan no longer show a fieldhouse.

Mr. Rife met with four members of the Raleigh Court Neighborhood Association Board on July 15, 2016 to discuss the final version of the proffers. The discussion centered on limiting pedestrian access to the school's service road and limiting parking along Blenheim Road during football games.

Messrs. Barnett, Shawver, and Rife attended a membership meeting of the Grandin Court Civic League on July 19, 2016 and discussed the proposed proffer changes with the members present.

The Request:

A strike-through text of the proposed proffer changes is attached to this application as well as a proposed final version. An item-by-item description of each requested proffer change is as follows:

Existing Proffer 1: An amended Development Plan, dated June 16, 2016, is being submitted to show the location of a gate to be added to allow service vehicles to enter the stadium from the south side.

Existing Proffer 2: An amended Stadium Plan dated June 16, 2016 is being submitted to show the location of a gate to be added to allow service vehicles to enter the stadium from the south side.

Existing Proffer 3: The proposed changes to this proffer would free up the stadium for a broader set of athletic uses such as clinics sponsored by colleges and soccer and lacrosse tournaments sponsored by local club teams. The Board also recognizes that the stadium was paid for with public funds and feels that increasing the utilization of the stadium will result in a greater return on the public's investment.

Existing Proffer 4: This proposed proffer change seeks to clarify that the sound system within the stadium may only be used for athletics and graduation ceremonies within the stadium. The previous language was vague and could be interpreted to also apply to the softball and baseball fields. It further clarifies that the sound system shall not be used during practices.

Existing Proffer 5: This proposed proffer change eliminates two traffic control locations. Eight years of utilization of the stadium has shown these locations do not require traffic control with a police presence.

Existing Proffer 6: The School Board proposes to keep this proffer intact in response to citizen comments at the Planning Commission hearing.

Existing Proffer 7: The proposed changes to this proffer clarifies that Patrick Henry staff with identification may use the service road during football games.

Existing Proffer 8: This proffer is no longer pertinent as the School Board completed the required sound study some time ago.

New Proffer 8: This proposed new proffer addresses neighborhood concerns about the long term maintenance of the evergreen screening around the stadium.

New Proffer 9: This proposed new proffer will clarify under what conditions the stadium's occupancy may occasionally be increased. It was amended during the Planning Commission hearing in response to the Commission's concerns that some limitation on the frequency of the expanded occupancy was needed.

New Proffer 10: This proposed new proffer was added during the Planning Commission hearing to clearly identify the individual at Roanoke City Public Schools that is responsible for compliance with the proffers.

Patrick Henry High School Stadium - Proposed New Proffers
Amended Application No. 3 August 8, 2016

Key:

- *Italics denote new language.*
- ~~Strikethrough denotes deleted language~~

The Applicant hereby requests that the following proffered conditions enacted by Ordinance No. 39976-061614 be AMENDED as they pertain to property located at 2102 Grandin Road, SW, and identified as Official Tax No. 1460101:

1. The property will be developed in substantial conformity with the *revised* Development Plan prepared by *Rife + Wood Architects dated June 16, 2016*, ~~Alfred O. Chevalier dated March 3, 2010 and revised by the City of Roanoke dated April 14, 2014;~~ the Development Plan prepared by HBM Architects dated May 5, 2014, *and* Building Elevations prepared by HBM Architects dated April 5, 2014, *and the Utility Plan prepared by Rife + Wood Architects dated December 5, 2005* copies which are attached to this application.
2. The school sports stadium will be developed in substantial conformity with the *revised* Stadium Plan prepared by Rife + Wood Architects dated ~~January 18, 2007~~ *June 16, 2016* and the Stadium Sections dated December 1, 2006, copies of which are attached to this application.
3. That the usage of the ~~school sports stadium facility~~ will be limited to *high school* athletics, *non-amplified* band practices ~~for and performances by~~ the Patrick Henry High School marching band, *and* graduation ceremonies, ~~middle school athletics, and athletic events sponsored through the Parks and Recreation department of the City of Roanoke.~~
4. That ~~the all~~ *all* sound amplification systems *in the stadium* will be used ~~utilized~~ only for *high school varsity football, games, varsity soccer games, varsity lacrosse games, athletics and graduation assemblies, and the annual championship games for Roanoke City Parks and Recreation youth football.* *The sound amplification systems shall not be utilized during athletic team practices or to amplify school band performances.*
5. That manual traffic control, to include security personnel, will be provided before and after all varsity football games and graduation ceremonies at the intersections of Brandon Avenue and Grandin Road, ~~and Grandin Road and Laburnum Avenue~~ Grandin Road and Avenel Avenue ~~and Guilford Avenue and Lofton Road~~ in coordination with the City of Roanoke Police Department.
6. That manual traffic control, to include security personnel, will be provided at the intersection of Lofton Road and Guilford Avenue before, during, and after every varsity football game to prevent vehicular traffic, excluding emergency vehicles, from entering and exiting Patrick Henry High School campus from Lofton Road.
7. That manual traffic control, to include security personnel, will be provided at the service entrance to Patrick Henry High School from Blenheim Road before, *during, and after* every varsity football game to prevent pedestrian and vehicular traffic, excluding emergency vehicles, ~~and~~ team buses, *and school staff with identification*, from utilizing the service entrance to Patrick Henry High School from Blenheim Road.

~~8. The City of Roanoke School Board will conduct an engineering study of its sound amplification system, within six months of approval of these proffers, to evaluate the best method of limiting audio trespass of the sound amplification system and will file the results with the City's Planning Offices.~~

8. A vegetative screen of large evergreen trees shall be planted and maintained on the exterior slopes of the earthen berms surrounding the stadium as shown on the Stadium Plan prepared by Rife + Wood Architects dated June 16, 2016. No later than August 1 of each year, the Chief of Physical Plants for Roanoke City Public Schools shall conduct an inspection of this vegetative screen and replace any dead trees with replacement trees at least 5'-0" in height by no later than September 1 of that year.

9. The permanent seating capacity of the stadium is 3,005. Additional temporary occupancy up to 4,500 may be permitted during the regular football season only one time each calendar year, if Roanoke City Public Schools obtains a temporary Certificate of Occupancy and provides adequate sanitary facilities and ingress / egress.

10. The Deputy Superintendent for Operations for Roanoke City Public Schools shall be responsible for compliance with all proffers accepted by Roanoke City Council.

Patrick Henry High School Stadium - Proposed New Proffers
Amended Application No. 3 – August 8, 2016

The Applicant hereby requests that the following proffered conditions enacted by Ordinance No. 39976-061614 be AMENDED as they pertain to property located at 2102 Grandin Road, SW, and identified as Official Tax No. 1460101:

1. The property will be developed in substantial conformity with the revised Development Plan prepared by Rife + Wood Architects dated June 16, 2016, the Development Plan prepared by HBM Architects dated May 5, 2014, and Building Elevations prepared by HBM Architects dated April 5, 2014, copies of which are attached to this application.
2. The school sports stadium will be developed in substantial conformity with the revised Stadium Plan prepared by Rife + Wood Architects dated June 16, 2016 and the Stadium Sections dated December 1, 2006, copies of which are attached to this application.
3. That the usage of the stadium facility will be limited to athletics, non-amplified band practices and performances by the Patrick Henry High School marching band, and graduation ceremonies.
4. That the sound amplification systems in the stadium will be utilized only for athletics and graduation assemblies. The sound amplification systems shall not be utilized during athletic team practices or to amplify school band performances.
5. That manual traffic control, to include security personnel, will be provided before and after all varsity football games and graduation ceremonies at the intersections of Brandon Avenue and Grandin Road, and Grandin Road and Avenel Avenue in coordination with the City of Roanoke Police Department.
6. That manual traffic control, to include security personnel, will be provided at the intersection of Lofton Road and Guilford Avenue before, during, and after every varsity football game to prevent vehicular traffic, excluding emergency vehicles, from entering and exiting Patrick Henry High School campus from Lofton Road.
7. That manual traffic control, to include security personnel, will be provided at the service entrance to Patrick Henry High School from Blenheim Road before, during, and after every varsity football game to prevent pedestrian and vehicular traffic, excluding emergency vehicles, and team buses, and school staff with identification, from utilizing the service entrance to Patrick Henry High School from Blenheim Road.
8. A vegetative screen of large evergreen trees shall be planted and maintained on the exterior slopes of the earthen berms surrounding the stadium as shown on the Stadium Plan prepared by Rife + Wood Architects dated June 16, 2016. No later than August 1 of each year, the Chief of Physical Plants for Roanoke City Public Schools shall conduct an inspection of this vegetative screen and replace any dead trees with replacement trees at least 5'-0" in height by no later than September 1 of that year.

9. The permanent seating capacity of the stadium is 3,005. Additional temporary occupancy up to 4,500 may be permitted during the regular football season only one time each calendar year, if Roanoke City Public Schools obtains a temporary Certificate of Occupancy and provides adequate sanitary facilities and ingress / egress.

10. The Deputy Superintendent for Operations for Roanoke City Public Schools shall be responsible for compliance with all proffers accepted by Roanoke City Council.

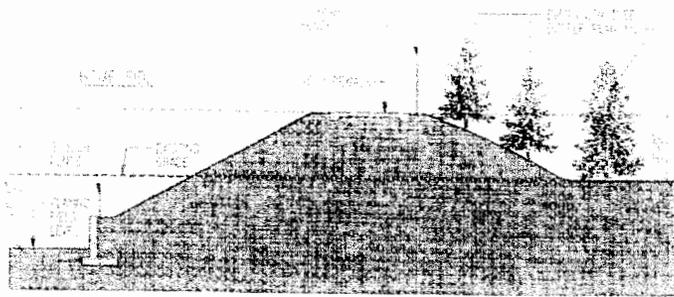
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3. STADIUM



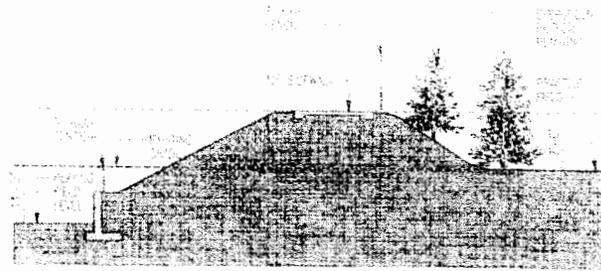
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STADIUM PLAN



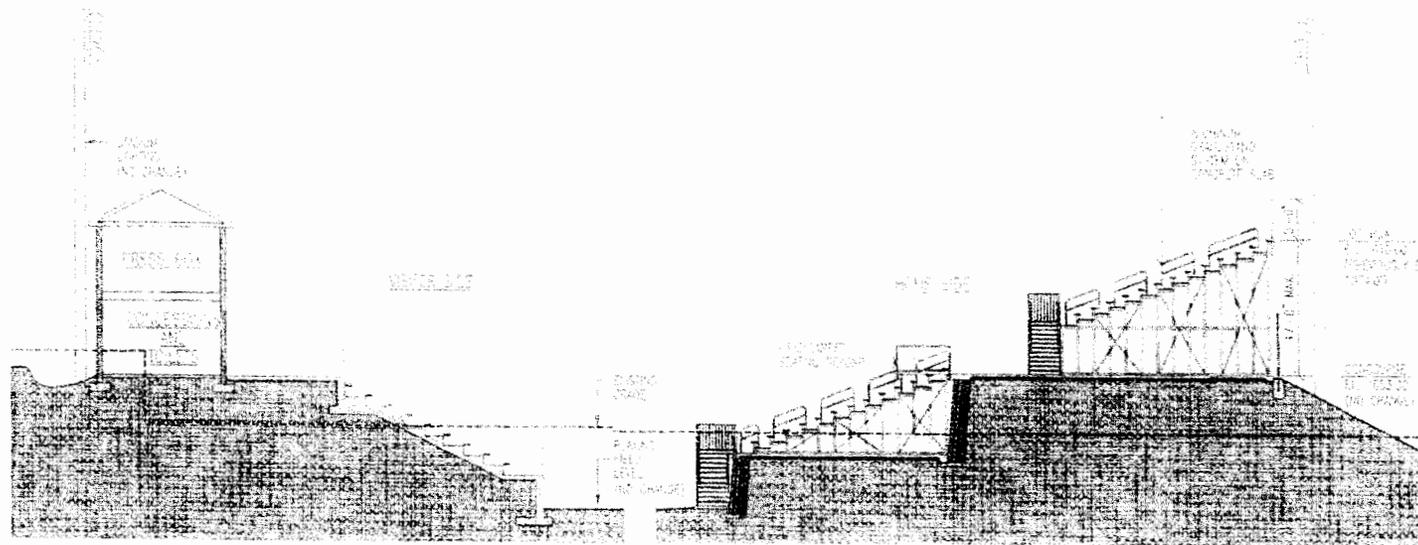
01

SECTION THROUGH STADIUM
AT 10-YARD LINE (NO CHANGE)



02

SECTION THROUGH STADIUM
AT EAST END ZONE (NO CHANGE)



03

SECTION THROUGH STADIUM AT 50-YARD LINE

PERKINS
& WILLE

ARCHITECTS
1111 LEXINGTON AVENUE
NEW YORK, N.Y. 10017
TEL: 212-512-2000
FAX: 212-512-2001

Rife + Wood
ARCHITECTS
100 WEST 17TH STREET
NEW YORK, N.Y. 10011
TEL: 212-255-1234
FAX: 212-255-1235

PROJECT NO. 100-100-100
DATE: 10/10/00
SCALE: 1/8" = 1'-0"
DRAWN BY: J. SMITH
CHECKED BY: M. JONES
APPROVED BY: P. PERKINS



PATRICK HENRY
HIGH SCHOOL

100-100-100-100

NO.	DATE	DESCRIPTION
1	10/10/00	ISSUED FOR PERMIT
2	10/10/00	ISSUED FOR CONSTRUCTION
3	10/10/00	ISSUED FOR RECORD

NO.	DATE	DESCRIPTION
1	10/10/00	ISSUED FOR PERMIT
2	10/10/00	ISSUED FOR CONSTRUCTION
3	10/10/00	ISSUED FOR RECORD

STADIUM
SECTIONS

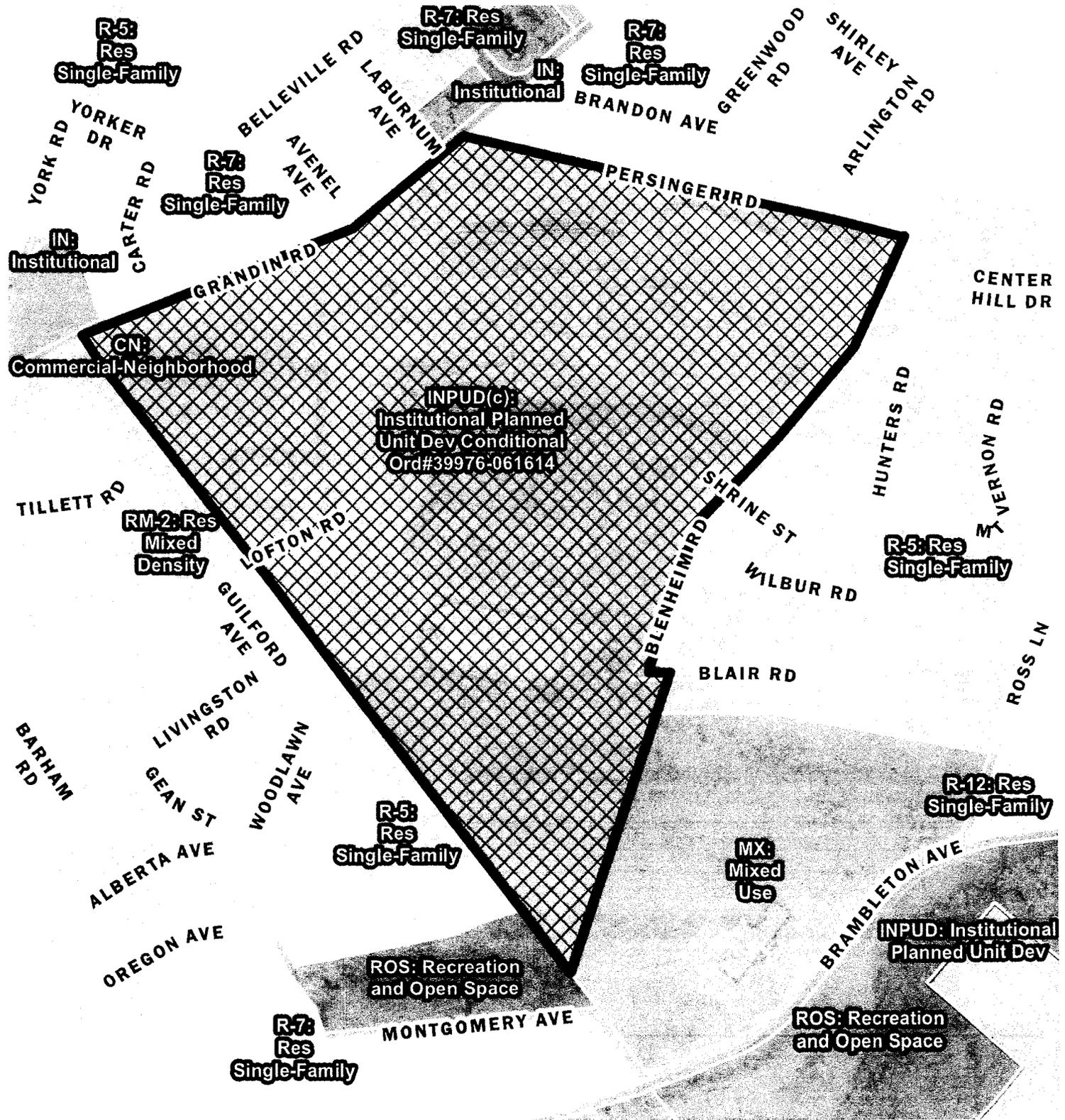
ZONING DISTRICT MAP

2102 Grandin Road SW
 Official Tax Parcels: 1460101

 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



W. Fallick

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend a Planned Unit Development Plan and conditions proffered as part of a previous rezoning of certain property located at 2102 Grandin Road, S.W., bearing Official Tax Map No. 1460101; and dispensing with the second reading of this ordinance by title.

WHEREAS, the City of Roanoke has made application to the Council of the City of Roanoke, Virginia ("City Council"), to amend a Planned Unit Development Plan and certain conditions presently binding upon a tract of land located at 2102 Grandin Road, S.W., being designated as Official Tax Map No. 1460101, which property is zoned INPUD, Institutional Planned Unit Development District, with proffers, such proffers being accepted by the adoption of Ordinance No. 39976-061614, on June 16, 2014;

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 August 15, 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 amendment of the Planned Unit Development Plan and certain conditions presently binding upon a tract of land located at 2102 Grandin Road, S.W., being designated as Official Tax Map No. 1460101, which property is zoned INPUD, Institutional Planned Unit Development District, with proffers, such proffers being accepted by the

adoption of Ordinance No. 39976-061614, on June 16, 2014; 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, finds that the public necessity, convenience, general welfare and good zoning practice, require the amendment of the Planned Unit Development Plan and proffers applicable to the subject property, and is of the opinion that the conditions now binding upon a tract of land located at 2102 Grandin Road, S.W., being designated as Official Tax Map No. 1460101, should be amended as requested, and that such property be zoned INPUD, Institutional Planned Unit Development District, with proffers as set forth in the Zoning Amendment Amended Application No. 3 dated August 8, 2016, 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 the amendment of the Planned Unit Development Plan and conditions previously proffered as a condition of a conditional rezoning, pertaining to 2102 Grandin Road, S.W., bearing Official Tax Map No. 1460101, as set forth in the Zoning Amendment Amended Application No. 3, dated August 8, 2016.

2. 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 amended by the Zoning Amendment Amended Application No. 3 dated August 8, 2016, so that the subject property is zoned INPUD, Institutional Planned Unit Development District, with such proffers.

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

ATTEST:

City Clerk.

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ROANOKE CITY COUNCIL-REGULAR SESSION

May 2, 2016

9:00 a.m.

The Council of the City of Roanoke met in joint session with the Roanoke City School Board on Monday, May 2, 2016, at 9:00 a.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Rule 1, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 40280-070615 adopted by the Council on Monday, July 6, 2015, with Mayor David A. Bowers presiding.

PRESENT: Council Members Raphael E. Ferris, Sherman P. Lea (arrived late), Anita J. Price, Court G. Rosen, David B. Trinkle, William D. Bestpitch and Mayor David A. Bowers-7.

ABSENT: None-0.

OFFICERS PRESENT: Christopher P. Morrill, City Manager; Daniel J. Callaghan, City Attorney; Barbara A. Dameron, Director of Finance; and Stephanie M. Moon Reynolds, City Clerk.

The Mayor declared the existence of a quorum.

SCHOOL BOARD TRUSTEES PRESENT: Mark K. Cathey, William B. Hopkins, Jr., Laura D. Rottenborn, Richard M. Willis, Jr., and Chairman Suzanne P. Moore-5.

SCHOOL BOARD TRUSTEES ABSENT: Annette M. Lewis and Vice-Chair Lori E. Vaught-2.

Representing the City of Roanoke: R. Brian Townsend, Assistant City Manager for Community Development; and Sherman M. Stovall, Assistant City Manager for Operations.

Representing Roanoke City Public Schools: Dr. Rita D. Bishop, Superintendent of Roanoke City Public Schools; P. Steve Barnett, Deputy Superintendent of Roanoke City Schools; Timothy R. Spencer, Senior City Attorney and Legal Counsel of Roanoke City Schools; and Cindy H. Poulton, Clerk of the Roanoke City School Board.

SCHOOLS: Mayor Bowers welcomed everyone to the meeting and expressed appreciation to School Board Chairman Moore for her dedicated service and contribution to the Roanoke City School Board for the past nine years; whereupon, Ms. Moore expressed her appreciation to the Mayor for his work with students over the years.

Chairman Moore introduced Roanoke City Public Schools' Teacher of the Year, Leslie N. Doherty, and noted that Ms. Doherty was one of her former government students and now teaches advanced placement and dual enrollment U.S. History at Patrick Henry High School. She pointed out that Ms. Doherty was recognized for not only her teaching abilities, but also her work with the Bezos Scholars Program and the Noteworthy Music Festival fundraiser, which benefitted the music program at Virginia Heights Elementary School. Mayor Bowers presented Ms. Doherty with a gold star.

Virginia Tech Industrial and Systems Engineering Student Presentations: Energy Management

The City Manager advised that the Virginia Tech Senior Design Teams worked with the Schools on energy management and with the Police Department on a video data file storage, retention, and distribution solution for police body camera data.

Team One presented highlights of the Energy Management Project, noting the goal was to assist the Schools' in becoming more energy efficient through energy and water conservation, turning off lights and computers each day, recommending electrical upgrades, and providing a management tool to develop a way for the facilities staff to identify problems.

(See copy of presentation on file in the City Clerk's Office.)

Video Data File Storage, Retention, and Distribution Solution

Team Two worked with the Police Department on storage and retention of body camera data to address how to store large amounts of data within the limitations of the City's budget. The Team presented highlights of the project noting the creation of a Data Flow Diagram and "Failsafe Logic" for the uploading and appending of the videos to reports to ensure data validity and accountability while deleting data not required for retention. The Team calculated data growth projections to ensure budget and server capacity planning for the next 20 years.

(See copy of presentation on file in the City Clerk's Office.)

Discussion/Comments by City Council/School Board Trustees:

Roanoke City Public School's SOL Spring non-writing testing currently underway during the month of May

Chairman Moore advised that the focus in May was SOL testing at all schools in addition to Advanced Placement testing at both high schools; whereupon, Dr. Bishop advised that there was opportunity for expedited retakes for students in grades 3 through 8, out of 132 school divisions in Virginia 35 divisions, or 26.5 percent, have all schools accredited, and reading continued to be a difficult area for City elementary and middle schools. She noted that although Roanoke City was doing well, the goal was to have 100 percent of the schools accredited.

Participation during NAVY Week

Dr. Bishop advised that Justin McLeod, Coordinator for Community Relations, would send the Members of Council a list of proposed school activities for NAVY Week.

Student homelessness and the shared efforts of the United Way of the Roanoke Valley

Dr. Bishop advised that unfortunately the school division had seen between 300 and 600 homeless students over the school year, and through the *Help the Homeless Project* the division raised \$27,000.00 for the students and families. The City Manager as the Chair of the United Way Board suggested United Way take the lead on an initiative titled RYSE (Rehousing Youth for Success in Education); and advised that there were many partners in the effort and noted the City was successful in eliminating the homeless population among veterans as a result of a comprehensive approach led by the efforts of Council Member Bestpitch.

Council Member Price requested that the Council be briefed on the RYSE Program; whereupon, Mr. Morrill advised that he would ask Afira DeVries, United Way Chief Executive, to brief the Council on the initiative.

Roanoke City Public Schools short term and long term budget plans

Council Member Rosen commented that it was his last joint meeting for his term on Council would end on June 30 and inquired about short and long term budget plans for the school division as well as the plan if funds for recurring expenses were exhausted; whereupon, Dr. Bishop stated that it was a serious problem especially at a time when the Division's stature has improved within the State and it was critical to maintain its market advantage. She noted that two Board members had agreed to aggressively review the budget line by line to identify any savings.

Teacher shortage and salary competitiveness

Dr. Bishop further advised that there was a teacher shortage which had impacted the schools particularly in the area of reading and stated that many school divisions have not been able to staff every classroom with a highly qualified teacher whereas the schools have a 99.8 percent highly qualified teacher rate. Chairman Moore added that she was appreciative of the support of City Council as it has helped the Division tremendously at a time when support from the State was dismal and noted that the goal was not to cut anything that would hamper the success of students.

Trustee Rottenborn advised that she and Trustee Hopkins would be the School Board Members to aggressively review the budget to identify any areas to cut back on deficit spending. She further advised that the Board took the budget seriously and would do its best to be good stewards while not cutting programs that impacted students or salaries and benefits for teachers who may leave for other divisions; she pointed out that the school division gave staff a two percent increase and she fully supported the decision.

21st Century Community Learning Center program

Council Member Ferris asked for an overview of the 21st Century Community Learning Center Program and the nature of the shortcomings of the program; whereupon, Dr. Bishop clarified that it was funded by a federal grant and was designed to work with students after school with 60 percent of the time dedicated to tutoring and 40 percent dedicated to enrichment.

Chairman Moore indicated that there were 12 participating schools, the highest of any division in the State and that in June 2015 the schools received its first monitoring report from the State which cited concerns in four schools.

Council Member Ferris asked for more information on the monitoring report. Dr. Bishop advised that following the June 2015 report, the Division submitted a corrective action plan that addressed the areas around parent involvement, improved communication with parents and ensuring that parents and students who participated met the eligibility criteria for the program. She stated any grant monies used to support students or parents who were not eligible were repaid from the General Fund and further noted there were particulars of the grant that were not followed, the grant could have been amended, but was not, and there was documentation that was not as good as it should have been; these were the areas where corrective action has occurred. Dr. Bishop also added that any resources purchased with 21st Century grant funds could not be used during the regular school day and that the monitoring team visited last week and would return to review the new grant with staff ready to address any concerns.

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Council Member Bestpitch asked if staff in the after-school program were hired by the Division or provided through a partnership with other agencies as well as who paid the staff; whereupon, Dr. Bishop replied that all staff were hired through the Division's human resources process which screened all individuals and staff was paid by Roanoke City Public Schools.

Council Member Price appreciated Council Member Ferris broaching the subject of the concerns surrounding the 21st Century program, the Council's School Board Buddies program and encouraged the Board to reach out to the community in an effort to improve the lines of communication.

Council Member Bestpitch expressed appreciation to Chairman Moore for her nine years of service on the Board and commented that the Happy Healthy Cooks Program which teaches second graders about whole foods, processed foods and the basics of nutrition and the Star City Reads Program be expanded through increased partnerships and community involvement to ensure a strong partnership in each of the City's elementary schools.

Lack of communication with parents and citizens

Trustee Willis commented that in terms of communication he was unsure why citizens and parents felt they cannot contact the Board or may not receive a response; and pointed out that the Board hosts public meetings and public workshops, but do suffer in managing those meetings in a polite discourse.

Council Member Price recognized that communication was an ongoing challenge and appreciated that the School Board was addressing the issue.

Further discussion ensued with regard to citizen communication with the School Board; whereupon, Council Member Ferris commented that he had heard from citizens who complain that they have addressed the School Board, but were not acknowledged during the meeting. He suggested that the Board ask the citizen a few questions about what was addressed in an effort to engage the citizen and refer the matter to the Superintendent for report back to the Board.

Trustee Cathey stated that as a new member, he had been contacted by many people in the community and has met with them, but Board members cannot address some matters, such as personnel issues and citizens may not be satisfied with the outcome, but the Board could only hope that they were satisfied with the process.

Vice-Mayor Trinkle advised that with the upcoming changes in the Council and School Board, he hoped the "buddy system" could be reenergized as soon after July 1 as possible in an effort to help each other to grow.

Chairman Moore advised that Drs. Sharon and Craig Ramey would be recognized as Chief Science Officers for Human Development at City Council's 2:00 p.m. meeting; and further recognized at the May 10 School Board meeting.

She thanked the Mayor and Council for their continued support of the School Board and offered assurance that the Board was working hard on behalf of the students and their families in Roanoke City Public Schools.

In conclusion, several Members of Council expressed appreciation to Chairman Suzanne Moore for her nine years of service as a School Board Trustee and wished her well in her future endeavors on behalf of the City.

There being no further business, Chairman Moore declared the School Board meeting adjourned at 11:21 a.m.

There being no further business, Mayor Bowers declared the Council meeting in recess at 11:21 a.m., to be reconvened in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., for an Informal Session of Roanoke City Council.

At this point, Council Member Lea entered the Council Chamber (11:28 a.m.).

At 11:38 a.m., the Council meeting was reconvened in the Council Chamber, Room 450, with Mayor Bowers presiding and all Members of the Council in attendance; and then he called attention to the following items for action:

CITY COUNCIL: A communication from Mayor David A. Bowers requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

(See communication on file in the City Clerk's Office.)

Vice-Mayor Trinkle moved that Council concur in the request of the Mayor to convene in a Closed Meeting as abovementioned. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch and Mayor Bowers-7.

NAYS: None-0.

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CITY COUNCIL: A communication from Council Member Sherman P. Lea, Chair, City Council Personnel Committee, requesting that Council convene in a Closed Meeting to discuss a personnel matter, being the annual performances of the Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Lea moved that Council concur in the request as abovementioned. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch and Mayor Bowers-7.

NAYS: None-0.

CITY-OWNED PROPERTY: A communication from the City Manager requesting that the Council convene in a Closed Meeting to discuss the disposition of City-owned property located at 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, was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that Council concur in the request of the City Manager to convene in Closed Meeting as abovementioned. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch and Mayor Bowers-7.

NAYS: None-0.

CITY-OWNED PROPERTY: A communication from the City Manager requesting that the Council convene in a Closed Meeting to discuss the disposition of City-owned property located at 1015 Jamison Avenue, S. 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 amend, was before the body.

(See communication on file in the City Clerk's Office.)

Vice-Mayor Trinkle moved that Council concur in the request of the City Manager to convene in Closed Meeting as abovementioned. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch and Mayor Bowers-7.

NAYS: None-0.

ITEMS LISTED ON THE 2:00 P.M. COUNCIL DOCKET REQUIRING DISCUSSION/CLARIFICATION AND ADDITIONS/DELETIONS TO THE 2:00 P.M. AGENDA: NONE.

TOPICS FOR DISCUSSION BY THE MAYOR AND MEMBERS OF COUNCIL: NONE.

BRIEFINGS:

FY17 Budget Hearing Follow-up

The City Manager advised that at the April 18 meeting, a balanced budget was presented and at the April 28 budget public hearing the Council heard only one speaker with regard to the increase of the vehicle license fees from \$20.00 to \$28.00. He further explained that the briefing was for Council to address any issues with the budget.

Council Member Price inquired if the City could do anything with regard to the vehicle tax; whereupon, the City Attorney explained that State Code permitted a reduction for senior citizens for one automobile.

Council Member Ferris asked for more clarification and whether it could be means tested with the same kind of criteria used for real estate and what the overall impact would be on the budget.

The City Attorney advised that the statute indicated that the local governing body may provide an exemption of 50 percent on the license fee for one vehicle to persons 65 or older and it did not reference means testing. He offered to look at other localities to check for flexibility notwithstanding the way the state code was written.

Council Member Bestpitch asked the City Manager for an overview of the current health initiative; whereupon, Mr. Morrill advised that the health needs assessment presented to Council focused on northwest and southeast finding that mental and oral health were major health concerns. He noted that the City continued to work with United Way Healthy Roanoke Valley and others. He further advised that whether grant funds were received or not, it was an opportunity to concentrate on pulling other folks together focusing on addressing core issues.

Following his comments regarding the City's funding of the request of the Local Environment Agriculture Project, Inc., (LEAP) in the budget, and noting that for at least three years, the City had supported the Roanoke Community Garden Association, in terms of a very low cost lease of City-owned property; Council Member Bestpitch offered a motion to change the \$10,000.00 of funding in the budget as it was presented for Roanoke Community Garden Association, and provide said funding to the Local Environment Agriculture Project, Inc., (LEAP). The motion was seconded by Council Member Ferris.

Council Member Price commented that she was not comfortable with a budget change of that capacity at the last minute and with all previous budget discussions held, any recommendations for changes should be for future contingencies.

Following dialogue regarding funding provided to nonprofits, Vice-Mayor Trinkle inquired if there was a way to have certain groupings or categories for organizations such as--good for the community now, with the understanding receipt of funding is not forever. He suggested having a protocol in place to go through for some of the start-ups for the next budget cycle.

Council Member Bestpitch concurred in the comments of the Vice-Mayor; and reiterated the comments of the City Manager, adding perhaps another way to improve the process may be to provide a way of giving more weight to applications for programs or activities that support the priorities identified by the United Way of Roanoke Valley.

Mayor Bowers voiced his opposition to the motion, stating that the Roanoke Community Garden Association has been one of the most successful neighborhood programs in the Community; adding the City's Budget Committee recommended funding for the Association, and during the public hearing on the budget that was held on Thursday, April 28, there was no opposition. He suggested that if the Council was inclined to support funding of the LEAP program, it could be addressed using end of the fiscal year surplus.

Council Member Lea inquired as to what would happen to the Roanoke Community Garden Association, Inc., if the City decided not to fund it, would it eliminate the program.

The City Manager advised that the City of Roanoke was not the sole funder of the program and it existed prior to the City funding it.

There being no further comments by the Council Members, the motion to fund the Local Environment Agriculture Project, Inc., (LEAP) with \$10,000.00, was adopted by the following vote:

AYES: Council Members Ferris, Lea, Rosen, Bestpitch and Vice-Mayor Trinkle-5.

NAYS: Council Member Price and Mayor Bowers-2.

Without objection by the Council, Mayor Bowers advised that there was no need for a Work Session on, Thursday, May 5 and that the Fiscal Year 2017 Recommended Budget would be adopted on Monday, May 9 at 2:00 p.m.

At 12:08 p.m., the Mayor declared the Council meeting in recess for a Closed Meeting in the Council's Conference Room, Room 451, fourth floor, Noel C. Taylor Municipal Building until 2:00 p.m., in the Council Chamber.

At 2:00 p.m., the Council meeting reconvened in the Council Chamber, with Mayor David Bowers presiding.

PRESENT: Council Members Raphael E. Ferris, Sherman P. Lea, Anita J. Price (arrived late), Court G. Rosen (arrived late), David B. Trinkle, William D. Bestpitch and Mayor David A. Bowers-7.

ABSENT: None-0.

OFFICERS PRESENT: Christopher P. Morrill, City Manager; Daniel J. Callaghan, City Attorney; Barbara A. Dameron, Director of Finance; and Stephanie M. Moon Reynolds, City Clerk.

At this point, Council Member Price entered the meeting (2:04 p.m.).

The Mayor declared the existence of a quorum.

The Invocation was delivered by The Reverend Joanna M. Paysour, Associate Pastor, Cave Spring United Methodist Church.

The Mayor called for a Moment of Silence in memory of Owen C. Shultz, City resident and longtime member of the Roanoke Public Library Board; and Wes Hillman, a Roanoke native and Roanoke Aviation pioneer, who both passed away on Friday, April 22, 2016.

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

At this point, Council Member Rosen entered the meeting (2:06 p.m.).

PRESENTATIONS AND ACKNOWLEDGEMENTS:

LAW ENFORCEMENT-PROCLAMATIONS: The Mayor declared the week of May 1 – 7, 2016 as National Correctional Officers Week.

(See ceremonial copy of proclamation on file in the City Clerk's Office.)

Mayor Bowers presented ceremonial copy of the proclamation to Sheriff Tim Allen.

ACTS OF ACKNOWLEDGEMENT-HUMAN DEVELOPMENT: Council Member Ferris presented a resolution recognizing Drs. Sharon and Craig Ramey as Chief Science Officers for Human Development for the City of Roanoke:

(#40489-050216) A RESOLUTION authorizing the City Manager to appoint Dr. Sharon Ramey and Dr. Craig Ramey as Chief Science Officers for Human Development for the City of Roanoke through the City's volunteer program.

(For full text of resolution, see Resolution Book No. 78, page 217.)

Council Member Ferris moved the adoption of Resolution No. 40489-050216. The motion was seconded by Council Member Price.

The City Manager called attention to the efforts provided by the Rameys to the community through volunteer efforts.

Following additional comments and accolades by Council Members, Resolution No. 40489-050216 was adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch and Mayor Bowers-7.

NAYS: None-0.

HEARING OF CITIZENS UPON PUBLIC MATTER: The Mayor advised that City Council sets this time as a priority for citizens to be heard, and that all matters will be referred to the City Manager for response, recommendation or report to Council, as he may deem appropriate.

PASSENGER RAIL SERVICE-AMTRAK: Barbara N. Duerk, 2607 Rosalind Avenue, S. W., appeared before Council to discuss Destination Roanoke and to recommend Roll On/Roll Off bike service in connection with passenger rail service to Roanoke in 2017.

Ms. Duerk called attention to a resolution adopted by the Roanoke Valley Transportation Planning Organization dated April 2, 2016 recommending that Virginia Department of Rail and Public Transportation ensure "ROLL ON/ROLL OFF" accommodations for bicycles on passenger rail service to Roanoke, Virginia.

(See copy of resolution on file in the City Clerk's Office.)

In closing, Ms. Duerk once again asked the Council to adopt a resolution, similar to the measure passed by Roanoke Valley Transportation Planning Organization, in support of recommending the Virginia Department of Rail and Public Transportation ensure "ROLL ON/ROLL OFF" accommodations for bicycles on passenger rail service to Roanoke, Virginia.

Following comments, Council Members Bestpitch suggested that the matter be referred to the City Attorney and City Manager for an appropriate response to the Virginia Department of Rail and Public Transportation for the record.

MISCELLANEOUS: Robert Gravely, 3360 Hershberger Road, N. W., appeared before Council and recited biblical scriptures in connection with his termination of employment with the City and the City's economy.

COMMUNITY GARDENS: Tim Dayton, 610 Mountain Avenue, S. W., appeared before Council to solicit support for Roanoke Community Garden Association and R.E.A.C.H. for their efforts to teach children about plants and gardening.

CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda are considered to be routine by the Members of Council and will be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion are desired, the item would be removed from the Consent Agenda and considered separately. Mayor Bowers called attention to three requests from the City Manager for a public hearing

MINUTES: Minutes of the regular meetings of Council held on Monday, March 7, 2016, were before the body.

(See copy of minutes on file in the City Clerk's Office.)

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Council Member Rosen moved that the reading of the minutes be dispensed with and approved as recorded. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

CITY COUNCIL: A communication from the City Manager requesting that the Council schedule a public hearing for Monday, May 16, 2016, at 7:00 p.m., or at such time thereafter as the matter may be reached, or at such later date and time as the City Manager may determine to consider a request of Blue Ridge Land Conservancy for tax exemption of personal property located at 722 First Street, S. W., Suite L., was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Rosen moved that the Council concur in the request of the City Manager as above described. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

LEAP-TAXES: A communication from the City Manager requesting that Council schedule a public hearing for Monday, May 16, 2016, at 7:00 p.m., or at such time thereafter as the matter may be reached, or at such later date and time as the City Manager may determine to consider a request of Local Environmental Agriculture Project, Inc., (LEAP) for tax exemption of personal property located at 1327 Grandin Road, S. W., was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Rosen moved that the Council concur in the request of the City Manager as abovementioned. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

CITY-OWNED PROPERTY: A communication from the City Manager requesting that Council schedule a public hearing for Monday, May 16, 2016, at 7:00 p.m., or at such time thereafter as the matter may be reached, or at such later date and time as the City Manager may determine to renew a lease for approximately 3.6-acres of land adjacent to Barns Avenue, N. W., to Jared and Donna Green for agricultural purposes., was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Rosen moved that the Council concur in the request of the City Manager as abovementioned. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

FAIR HOUSING: A communication from the City Clerk advising of the resignation of Alesha Allen as a member of the Fair Housing Board, effectively immediately, was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Rosen moved that the resignation be accepted and the communication be received and filed. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

OATHS OF OFFICE-CITY OF ROANOKE FINANCE BOARD-FAIR HOUSING BOARD: Reports of qualification of Kenneth S. Cronin as a Citizen-at-Large member of the City of Roanoke Finance Board to fill the unexpired term of office of Brian K. Redd ending June 30, 2016; and thereafter an appointment for an additional two-year term of office ending June 30, 2018; and Byron Lee Hamlar as a member of the Fair Housing Board to replace Lawrence K. Dowler for a three-year term of office ending March 31, 2019, were before the Council:

(See Oaths or Affirmations of Office on file in the City Clerk's Office.)

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Council Member Rosen moved that the reports of qualification be received and filed. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS:

BUDGET-ROANOKE VALLEY REGIONAL CABLE TELEVISION: Elaine Bays-Murphy, Cable Access Director, Roanoke Valley Television, transmitted the Roanoke Valley Regional Cable Television Fiscal Year 2016 - 2017 Budget, with the City's share being \$211,361.00.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Rosen offered the following resolution:

(#40490-050216) A RESOLUTION approving the recommendation of the Roanoke Valley Regional Cable Television Committee to approve the annual operating budget for Fiscal Year 2016 - 2017 for the operation of the regional government and educational access station, Roanoke Valley Television (RVTV, Channel 3), and for the City to provide partial funding.

(For full text of resolution, see Resolution Book No. 78, page 218.)

Council Member Rosen moved the adoption of Resolution No. 40490-050216. The motion was seconded by Vice-Mayor Trinkle and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

BUDGET-EMERGENCY MEDICAL SERVICES-GRANTS: The City Manager submitted a written communication recommending acceptance of the Fiscal Year 2016 "Four-For-Life" payment for Emergency Medical Services for training, supplies or other appropriate items.

(For full text, see communication on file in the City Clerk's Office.)

Vice-Mayor Trinkle offered the following resolution:

(#40491-050216) A RESOLUTION authorizing acceptance of the FY2016 "Four for Life" Grant for Emergency Medical Services (EMS) made to the City of Roanoke by the Commonwealth of Virginia, Department of Health, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 219.)

Vice-Mayor Trinkle moved the adoption of Resolution No. 40491-050216. The motion was seconded by Council Member Lea was adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

Vice-Mayor Trinkle offered the following budget ordinance:

(#40492-050216) AN ORDINANCE appropriating funding from the Virginia Department of Health for the purpose of purchasing emergency medical service (EMS) training and supplies, amending and reordaining certain sections of the 2015 - 2016 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 220.)

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Vice-Mayor Trinkle moved the adoption of Budget Ordinance No. 40492-050216. The motion was seconded by Council Member Lea was adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers -7.

NAYS: None-0.

VIRGINIA DEPARTMENT OF TRANSPORTATION-PERMITS: The City Manager submitted a written communication recommending execution of the Virginia Department of Transportation's Programmatic Project Administration Agreement Extension Addendum to permit continuance of currently funded Revenue Sharing Projects; verification of project funding and designation of the City Manager to execute all agreements.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Lea offered the following resolution:

(#40493-050216) A RESOLUTION authorizing the City Manager to execute the Virginia Department of Transportation ("VDOT") Programmatic Project Administration Agreement ("PPAA") Extension Addendum with VDOT; providing assurance of the City of Roanoke's commitment to funding of the projects under the PPAA and in meeting its financial obligations under the program; providing a designation of signature authority regarding commitment of funds; and authorizing the City Manager to provide any additional information, execute any necessary additional documents, and to take any necessary actions to obtain, accept, receive, implement, use, and administer the PPAA.

(For full text of resolution, see Resolution Book No. 78, page 221.)

Council Member Lea moved the adoption of Resolution No. 40493-050216. The motion was seconded by Council Member Ferris was adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Trinkle, Bestpitch, and Mayor Bowers-7.

NAYS: None-0.

COMMENTS OF CITY MANAGER.

The City Manager shared the following comments:

Art By Bus program is featured in the April 2016 VML Town & City Magazine

- The article includes three photos of buses displaying works of art from the city's public art collection.
- This project is a component of the city's Public Art Program.

May is Neighborhood Month

- Neighborhood Month kicked off with the "2016 Neighborhood Month Conference for Roanoke Neighborhoods" on Saturday, April 30, at the Mountain View Community Center.
- At one time, the city used to celebrate Neighborhood Day on one day of the month. But with so many neighborhood events, over the years it has expanded to a month-long celebration.
- Six neighborhood organizations and watch groups, and three community-based organizations currently participate to host Neighborhood Month events.
- Events taking place will be updated on the Neighborhood Month website, www.roanokeva.gov/neighborhoodmonth

An Evening With George Takei

- The city looks forward to welcoming George Takei to Roanoke on May 4.
- Mr. Takei will give his remarks at a special event on Wednesday evening hosted by Local Colors at Jefferson Center.
- This will be a great opportunity to raise awareness about the value of diversity and the importance of welcoming immigrants into our community.

Strawberry Festival will kick off Festival Season in Elmwood Park

- The festival is run entirely by Community School parent, alumni, and school staff.
- All proceeds benefit Community School.
- Friday, May 6 from 10:00 a.m. - 5:30 p.m./Saturday, May 7 from 10:00 a.m. - 4:00 p.m.
- Admission is free
- Everyone is invited to attend and enjoy homemade strawberry shortcakes, strawberry sundaes, chocolate dipped strawberries, strawberry smoothies and more.

Upcoming Festivals in Elmwood Park during May include:

- Local Colors, May 21
- Festival in the Park, May 27-29

DIRECTOR OF FINANCE:

FINANCIAL REPORTS: The Director of Finance submitted the Financial Report for the nine months ended March 31, 2016.

(See copy of Financial Report on file in the City Clerk's Office.)

Ms. Dameron provided a commentary on the City's financial results for the nine months ended March 31, 2016.

She noted that through March, FY16 year-to-date revenues were \$176.3 million, or 64.8% of the current revenue estimate for the year; and year-to-date revenues increased 3.6% or \$6.2 million compared to the same period in FY15.

In addition, through March, expenditures were \$205.1 million, or 74.9 % of the current expenditure budget for the year, with year-to-date expenditures being 1.9% or \$3.9 million higher compared to the prior year mainly due to increased funding to Schools, and also contributing to the increase was the timing of payments of maintenance and recycling contracts and additional elections.

In closing, the Director of Finance indicated that the City's financial performance will continue to be carefully monitored by the various departments which are involved with oversight of the City's budgeting and financial processes.

There being no comments by the Council Members, the Mayor advised that the Financial Report and presentation would be received and filed.

REPORTS OF COMMITTEES: NONE.

UNFINISHED BUSINESS: NONE.

INTRODUCTION AND CONSIDERATION OF ORDINANCE AND RESOLUTIONS: NONE.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF CITY COUNCIL:

MENTAL HEALTH: In recognition of May as Mental Health Month, Vice-Mayor Trinkle announced that the Virginia Tech Carilion School of Medicine would be offering a three-part series debunking myths surrounding mental health issues.

Vice- Mayor Trinkle announced that the Virginia Tech Carilion School of Medicine is offering a three-part series debunking myths surrounding mental health issues:

- May 12 - Quest for a Cure: A History of Mental Health Care
- May 19 - The Current and Future Science of Mental Health Care
- May 26 - Moving Forward: A Community Response

The cost is \$20.00 for all three nights. A portion of the proceeds will go to Mental Health America of Roanoke Valley. Visit website for additional information.

FELONS-ELECTIONS: Council Member Lea encouraged participation in a Community Stakeholders Meeting, noting he, along with Secretary of the Commonwealth Kelly Thomasson, Senator John Edwards and Delegate Sam Rasoul will meet on Friday, May 6 at 2:00 p.m., in Roanoke City Council Chamber to discuss Governor Terry McAuliffe's Executive Order to restore voting rights to felons.

At 3:09 p.m., the Mayor declared the Council meeting in recess for continuation of a Closed Meeting in the Council's Conference Room, Room 451, fourth floor, Noel C. Taylor Municipal Building.

(Vice-Mayor Trinkle left during the Closed Meeting at 3:33 p.m.)

At 3:54 p.m., the Council meeting reconvened in the Council Chamber, Mayor Bowers presiding and all Members of the Council in attendance, with the exception of Vice-Mayor Trinkle.

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COUNCIL: With respect to the Closed Meeting just concluded, Council Member Bestpitch moved that each Member of City Council certify to the best of his or her knowledge that (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

NAYS: None-0.

(Vice Mayor Trinkle was absent.)

VACANCIES ON CERTAIN AUTHORITIES, BOARDS, COMMISSIONS AND COMMITTEES APPOINTED BY COUNCIL:

OATHS OF OFFICE-PARKS AND RECREATION: The Mayor called attention to the expiration of the term of office of Claude "Sport" Page, III as a member of the Parks and Recreation Advisory Board ended on March 31, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the name of Claude Page, III.

There being no further nominations, Mr. Page, III was reappointed as a member of the Parks and Recreation Advisory Board for a three-year term of office ending March 31, 2019, by the following vote:

FOR MR. PAGE: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-BLUE RIDGE BEHAVIORAL HEALTHCARE: The Mayor called attention to the unexpired term of Gail Burruss as the Blue Ridge Behavioral Healthcare Representative to the Court Community Correction Program, Regional Community Criminal Justice Board ending June 30, 2018 and upcoming expirations of the three-year terms of office of Police Captain Samuel Roman, Police Chief Designee and City Sheriff Tim Allen as City representatives of the Court Community Corrections Program, Regional Community Criminal Justice Board ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the names of Laura Eichenlaub, Samuel Roman and Tim Allen.

There being no further nominations, Ms. Eichenlaub was appointed to fill the unexpired term of R. Gail Burruss as the Blue Ridge Behavioral Healthcare Representative ending June 30, 2018; and Roanoke City Police Captain Samuel Roman, as the Police Chief Designee; and City Sheriff Tim Allen were reappointed as the City representatives for three-year terms of office, each, ending June 30, 2019, of the Court Corrections Program, Regional Community Criminal Justice Board, by the following vote:

FOR MS. EICHENLAUB, POLICE CAPTAIN ROMAN AND SHERIFF ALLEN:
Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-CITY OF ROANOKE PENSION PLAN: The Mayor called attention to the upcoming expirations of the two-year term of office of Stephen Keatts (Police Department), as the Public Safety representative ending June 30, 2016; and a four-year term of office of Michael Shockley as the City Employee representative ending June 30, 2016 of the City of Roanoke Pension Plan, Board of Trustees; whereupon, he opened the floor for nominations, noting that the two year appointment rotates between the Police and Fire/EMS Departments.

Council Member Bestpitch placed in nomination the names of Terry King (Fire/EMS) and Michael Shockley.

There being no further nominations, Mr. King was appointed to replace Lieutenant Keatts for a two-year term of office as the Public Safety representative ending June 30, 2018; and Mr. Shockley was reappointed as a City Employee representative for a four-year term of office ending June 30, 2020, of the City of Roanoke Pension Plan, Board of Trustees, by the following vote:

FOR MESSRS. KING AND SHOCKLEY: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

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OATHS OF OFFICE-MILL MOUNTAIN ADVISORY BOARD: The Mayor called attention to the upcoming expirations of the three-year terms of office of Louise Kegley (Fishburn representative) and Kae N. Bolling (Mill Mountain Garden Club representative) as members of the Mill Mountain Advisory Board ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nominations the names of Mary Kegley and Whitney Feldmann.

There being no further nomination, Mary Kegley to replace Louise Kegley and Ms. Feldmann to replace Ms. Bolling were appointed as members of the Mill Mountain Advisory Board for three-year terms of office, each, ending June 30, 2019, by the following vote:

FOR MS. KEGLEY AND MS. FELDMANN: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION: The Mayor called attention to the upcoming expirations of the three-year terms of office of Donald Dillard and Police Captain Richard Morrison as City Employee representatives of the Personnel and Employment Practices Commission ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the names of Donald Dillard and Police Captain Richard Morrison.

There being no further nominations, Mr. Dillard and Police Captain Morrison were reappointed as City employee representatives of the Personnel and Employment Practices Commission for three-year terms of office, each, ending June 30, 2019, by the following vote:

FOR MR. DILLARD AND POLICE CAPTAIN MORRISON: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-ROANOKE ARTS COMMISSION: The Mayor called attention to the upcoming expirations of the three-year terms of office of Patice L. Holland, Jeremy W. Butterfield, Thomas L. McKeon, and Cari C. Gates as members of the Roanoke Arts Commission ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the names of Patice L. Holland, Jeremy W. Butterfield, Thomas L. McKeon, and Cari C. Gates.

There being no further nominations, Ms. Holland, Messrs. Butterfield and McKeon, and Ms. Gates were reappointed members of the Roanoke Arts Commission for three-year terms of office, each, ending June 30, 2019, by the following vote:

FOR MS. HOLLAND, MESSRS. BUTTERFIELD AND MCKEON, AND MS. GATES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-BUILDING AND FIRE CODE BOARD OF APPEALS: The Mayor called attention to the upcoming expirations of the three-year terms of office of D. Jeffrey Parkhill (Architect) and Glen Wayne Hall (Citizen) as members of the Building and Fire Code Board Appeals ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the names of D. Jeffrey Parkhill and Glen Wayne Hall.

There being no further nominations, Messrs. Parkhill and Hall were reappointed as members of the Building and Fire Code of Appeals for three-year terms of office, each, ending June 30, 2019, by the following vote:

FOR MESSRS. PARKHILL AND HALL: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-ROANOKE NEIGHBORHOOD ADVOCATES: The Mayor called attention to the upcoming expirations of the three-year terms of office of Scott Horchler and Kenya Huffman as members of the Roanoke Neighborhood Advocates ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the names of Scott Horchler and Cindy Pasternak.

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There being no further nominations, Mr. Horchler was reappointed and Ms. Pasternak was appointed to replace Kenya Huffman as members of the Roanoke Neighborhood Advocates for three-year terms of office, each, ending June 30, 2019, by following vote:

FOR MR. HORCHLER AND MS. PASTERNAK: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-ROANOKE PUBLIC LIBRARY BOARD: The Mayor called attention to the upcoming expirations of the three-year terms of office of Benjamin Bazak and Marianne Gandee as members of the Roanoke Public Library Board ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the names of Benjamin Bazak and Marianne Gandee.

There being no further nominations, Mr. Bazak and Ms. Gandee were reappointed as members of Roanoke Public Library Board for three-year terms of office, each, ending June 30, 2019, by following vote:

FOR MR. BAZAK AND MS. GANDEE: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-ROANOKE VALLEY GREENWAY COMMISSION: The Mayor called attention to the upcoming expiration of the three-year term of office of James D. Ritchie as a City representative of the Roanoke Valley Greenway Commission ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the name of James D. Ritchie.

There being no further nominations Mr. Ritchie was reappointed as a City representative of the Roanoke Valley Greenway Commission for a three-year term of office ending June 30, 2019, by the following vote:

FOR MR. RITCHIE: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

OATHS OF OFFICE-ROANOKE VALLEY JUVENILE DETENTION CENTER COMMISSION: The Mayor called attention to the upcoming expirations of the four-year terms of office of Barbara A. Dameron (Member) and Sherman M. Stovall (Alternate) as City representatives of the Roanoke Valley Juvenile Detention Center Commission for four-year terms of office, ending June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Bestpitch placed in nomination the names of Barbara A. Dameron and Sherman M. Stovall.

There being no further nominations, Ms. Dameron and Mr. Stovall were reappointed as City representatives of the Roanoke Valley Juvenile Detention Center Commission for four-year terms of office, each, ending June 30, 2020, by following vote:

FOR MS. DAMERON AND MR. STOVALL: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Mayor Bowers-6.

(Vice Mayor Trinkle was absent.)

There being no further business, the Mayor declared the meeting in recess at 3:58 p.m., until Monday, May 9, 2016, at 2:00 p.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, for the adoption of the City of Roanoke Recommended Fiscal Year 2016 - 2017 Budget and other measures deemed appropriate.

The recessed meeting of Roanoke City Council was called to order on Monday, May 9, 2016 at 2:00 p.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., with Vice-Mayor David B. Trinkle presiding.

PRESENT: Council Members Raphael E. Ferris, Sherman P. Lea, Anita J. Price, Court G. Rosen, William D. Bestpitch, and Vice-Mayor David B. Trinkle-6.

ABSENT: Mayor David A. Bowers-1.

The Vice-Mayor declared the existence of a quorum.

OFFICERS PRESENT: Christopher P. Morrill, City Manager; Daniel J. Callaghan, City Attorney; Barbara A. Dameron, Director of Finance; and Stephanie M. Moon Reynolds, City Clerk.

The Invocation was delivered by Council Member Anita J. Price.

The Pledge of Allegiance to the Flag of the United States of America was led by Vice-Mayor Trinkle.

Vice-Mayor Trinkle advised that the purpose of the meeting was to adopt measures in connection with the City's Recommended 2016 - 2017 Fiscal Year Budget.

HEARING OF CITIZENS:

BUDGET: Tim Dayton, Chairman, Roanoke Community Garden appeared before the City Council to urge Council's support of funding for the Roanoke Community Garden.

Without objection, the matter was referred to the City Manager for recommendation to the Council at its May 16, 2016 regular meeting.

BUDGET: The Director of Finance submitted a Certificate of Funding certifying that funds required for the 2016 - 2017 General Fund, Stormwater Utility Fund, Civic Facilities Fund, Parking Fund, Department of Technology Fund, Fleet Management Fund, Risk Management Fund, School Fund, School Food Fund, and Grant Fund budgets were available for appropriation.

(See Certification on file in the City Clerk's Office.)

Without objection by the Council, the Vice-Mayor advised that the Certificate of Funding would be received and filed.

SCHOOLS-TAXES: The City Manager submitted a written communication recommending amendment of the Roanoke City School Funding Policy.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Price offered the following resolution:

(#40494-050916) A RESOLUTION amending the School Funding Policy for funding the City's School Division dated May 9, 2011 and approving and adopting the School Funding Policy for funding the City's School Division, as revised, by correcting the amount of the allowance for the deduction of the portion of the Transient Occupancy tax paid to Roanoke Valley Convention and Visitors Bureau d/b/a Visit Virginia's Blue Ridge from 1/8 of such tax collected to 3/8 of such tax collected.

(For full text of resolution, see Resolution Book No. 78, page 223.)

Council Member Price moved the adoption of Resolution No. 40494-050916. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

FEE COMPENDIUM: The City Manager submitted a written communication recommending an amendment of the City's Fee Compendium for fees charged with regard to athletic field rental for tournaments.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40495-050916) A RESOLUTION amending certain fees as set out below to be charged for Athletic Field Rental for Tournaments; providing for an effective date; and directing amendment of the Fee Compendium.

(For full text of resolution, see Resolution Book No. 78, page 224.)

Council Member Bestpitch moved the adoption of Resolution No. 40495-050916. The motion was seconded by Council Member Rosen and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

BUDGET-STORMWATER UTILITY-PARKING-SCHOOLS: Council Member Ferris offered the following budget ordinance setting forth an Annual General, Stormwater Utility, Civic Facilities, Parking, Department of Technology, Fleet Management, Risk Management, School General, School Food Services, Grant Funds and State Asset Sharing Program appropriations for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

(#40496-050916) AN ORDINANCE adopting the annual General, Stormwater Utility, Civic Facilities, Parking, Department of Technology, Fleet Management, Risk Management, School General, School Food Services, Grant Funds, and State Asset Sharing Program Appropriations of the City of Roanoke for the fiscal year beginning July 1, 2016, and ending June 30, 2017; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 225.)

Council Member Ferris moved the adoption of Budget Ordinance No. 40496-050916. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

BUDGET-CAPITAL IMPROVEMENTS PROGRAM: The City Manager submitted a written communication recommending an endorsement of an update to the Five-year Capital Improvement Program for Fiscal Years 2017-2021.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40497-050916) A RESOLUTION endorsing the update to the Capital Improvement Program submitted by the City Manager by letter of May 9, 2016.

(For full text of resolution, see Resolution Book No. 78, page 232.)

Council Member Bestpitch moved the adoption of Resolution No. 40497-050916. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

Council Member Bestpitch offered the following budget ordinance:

(#40498-050916) AN ORDINANCE to appropriate funding for the FY 2017 - 2021 Update to the Capital Improvement Program, amending and reordaining certain sections of the 2016 - 2017 General Fund and Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 233.)

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40498-050916. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

ENTERPRISE ZONES: The City Manager submitted a written communication recommending appropriation of FY2017 funds for Enterprise Zone.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Ferris offered the following budget ordinance:

(#40499-050916) AN ORDINANCE to appropriate funding from the Economic and Community Development Reserve for the Enterprise Zone Projects, amending and reordaining certain sections of the 2016 - 2017 Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 234.)

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CITY EMPLOYEES-PAY PLAN: Council Member Ferris moved the adoption of Budget Ordinance No. 40499-050916. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

HOUSING: The City Manager submitted a written communication recommending approval of the 2016-2017 HUD Consolidated Plan and 2017 Annual Plan; and authorization to submit documentation to HUD for final review.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Price offered the following resolution:

(#40500-050916) A RESOLUTION approving the 2016 - 2017 Annual Update ("Annual Update") to the 2015 - 2019 Consolidated Plan and authorizing the City Manager, or the City Manager's designee, to submit the approved Annual Update to the United States Department of Housing and Urban Development ("HUD") for final review and approval, and authorizing the execution of all necessary documents pertaining to such Annual Update.

(For full text of resolution, see Resolution Book No. 78, page 235.)

Council Member Price moved the adoption of Resolution No. 40500-050916. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

CITY EMPLOYEES-PAY PLAN: Council Member Rosen offered the following ordinance establishing a Pay Plan for officers, employees, Council appointed officers and Constitutional Officers of the City; and authorization for certain salary adjustments and merit increases and monthly stipends for certain board and commission members, effective July 1, 2016.

(#40501-050916) AN ORDINANCE to adopt and establish a Pay Plan for officers, employees, Council appointed officers and Constitutional Officers of the City effective July 1, 2016; providing for certain salary adjustments; authorizing various annual pay supplements for certain officers and employees; providing for an effective date; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 236.)

Council Member Rosen moved the adoption of Ordinance No. 40501-050916. The motion was seconded by Council Member Bestpitch and was adopted by the following vote:

AYES: Council Members Ferris, Lea, Price, Rosen, Bestpitch, and Vice-Mayor Trinkle-6.

NAYS: None-0.

(Mayor Bowers was absent.)

There being no further business to come before the Council, Vice-Mayor Trinkle declared the recessed meeting adjourned at 2:15 p.m.

A P P R O V E D

ATTEST:

Stephanie M. Moon Reynolds, MMC
City Clerk

David B. Trinkle
Vice-Mayor

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ROANOKE CITY COUNCIL—REGULAR SESSION

May 16, 2016

2:00 p.m.

The Council of the City of Roanoke met in regular session on Monday, May 16, 2016, at 2:00 p.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Vice-Mayor David B. Trinkle presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 40280-070615 adopted by the Council on Monday, July 6, 2015.

PRESENT: Council Members Sherman P. Lea (arrived late), Anita J. Price, Court G. Rosen (arrived late), William D. Bestpitch, Raphael E. Ferris, and Vice-Mayor David B. Trinkle-6.

ABSENT: Mayor David A. Bowers-1.

The Vice-Mayor declared the existence of a quorum.

OFFICERS PRESENT: Christopher P. Morrill, City Manager; Daniel J. Callaghan, City Attorney; Barbara A. Dameron, Director of Finance; and Stephanie M. Moon Reynolds, City Clerk.

The Invocation was delivered by The Reverend Stephen R. Lamb, Pastor, Grace and Truth Baptist Church.

The Pledge of Allegiance to the Flag of the United States of America was led by Vice-Mayor David B. Trinkle.

PRESENTATIONS AND ACKNOWLEDGMENTS:

PROCLAMATIONS-ACTS OF ACKNOWLEDGEMENTS-ARMED FORCES:
Vice-Mayor Trinkle proclaimed May 16-21, 2016 as Navy Week.

(See ceremonial copy of proclamation on file in the City Clerk's Office.)

He recognized Rear Admiral Mark J. Fung of the Civil Engineering Corp, United States Navy, Deputy for Naval Construction Force, Navy Expeditionary Combat Command; along with Commander Morgan Murphy, Public Affairs Officer; Lieutenant Commander Kirby Baker; and Chief Commander Jonathan Hooper of the Roanoke Navy Reserve Center.

The Vice-Mayor presented the ceremonial copy of the proclamation to Lieutenant Commander Baker.

ACTS OF ACKNOWLEDGEMENTS-PROCLAMATIONS-DIVERSITY: Vice-Mayor declared the month of May 2016 as Diversity and Inclusion Awareness Month.

(See ceremonial copy of proclamation on file in the City Clerk's Office.)

Vice-Mayor Trinkle presented the ceremonial copy of the proclamation to Michele Vineyard, Director of Human Resources, and Members of the Diversity Advisory Council.

ACTS OF ACKNOWLEDGEMENTS-MANAGEMENT AND BUDGET: Vice-Mayor Trinkle presented the Government Finance Officers Association Distinguished Budget Award Plaque to Amelia Merchant, Director of Management and Budget; and staff, noting that the Distinguished Budget Presentation Award, which is the highest form of recognition in governmental budgeting. .

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Vice-Mayor advised that City Council sets this time as a priority for citizens to be heard. All matters would be referred to the City Manager for response, recommendation or report to Council, as he may deem appropriate.

MISCELLANEOUS: Robert Gravely, 3360 Hershberger Road, N. W., appeared before the Council and spoke about the need for diversity in the City.

At this point, Council Member Rosen entered the meeting (2:18 p.m.)

MISCELLANEOUS: April Medeiros, 659 Albemarle Avenue, S. E., appeared before Council and spoke about Silver Street Paint Company project - rebuilding homes and relationships within the City's communities.

CONSENT AGENDA

The Vice-Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, the item would be removed from the Consent Agenda and considered separately. Vice-Mayor Trinkle noted that Item C-1 was withdrawn at the request of Council Member Lea, and called attention to a communication from the City Manager regarding funding for the Roanoke Community Garden Association.

CITY COUNCIL: A communication from Council Member Sherman P. Lea, Chair, City Council Personnel Committee, requesting that Council convene in a Closed Meeting to discuss a personnel matter, being the annual performances of the Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended. **WITHDRAWN.**

ROANOKE VALLEY RESOURCE AUTHORITY: A communication from the City Manager requesting that Council schedule a public hearing for Monday, June 20, 2016, at 2:00 p.m., or at such time thereafter as the matter may be reached, or at such later date and time as deemed appropriate by the City Manager, on the proposed joinder of the City of Salem to the Roanoke Valley Resource Authority and revisions of the Amended and Restated Articles of Incorporation, was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that the Council concur in the request of the City Manager as abovementioned. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

CAPITAL IMPROVEMENTS-BONDS: A communication from the Director of Finance requesting that Council schedule a public hearing for Monday, June 20, 2016, at 2:00 p.m., or as soon thereafter as the matter may be heard, or at such later date and time as the City Manager may determine, on the issuance of General Obligation Bonds, not to exceed \$28 million, for qualifying Capital Improvement Projects, was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that the Council concur in the request of the Director of Finance as abovementioned. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

HUMAN SERVICES: A communication from the Assistant City Manager for Community Development transmitting the 2016 Annual Homeless Winter Point-in-Time Street and Shelter Survey Report, was before the Council.

(For full text, see report on file in the City Clerk's Office.)

Council Member Bestpitch moved that the report be received and filed. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

ELECTORAL BOARD: An Abstract of Votes cast in the 2016 May General Election held in the City of Roanoke on Tuesday, May 3, 2016, was before the Council.

(For full text, see Abstract of Votes on file in the City Clerk's Office.)

Council Member Bestpitch moved that the Abstract of Votes be received and filed. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

COMMUNITY GARDENS-BUDGET: A communication from the City Manager with regard to the Roanoke Community Garden Association recommending funding in the amount of \$10,000.00 for FY 2017, was before the Council.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that the communication be received and filed. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

OATHS OF OFFICE-PARKS AND RECREATION ADVISORY BOARD: A report of qualification of Geoffrey W. L. Manning as a member of the Parks and Recreation Advisory Board to fill the unexpired term of office of Erin M. Dudley ending March 31, 2017, was before the Council.

(See Oath or Affirmation of Office on file in the City Clerk's Office.)

Council Member Bestpitch moved that the report of qualification be received and filed. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS:

CITY CODE-PARKS-ALCOHOL: Council Member Bestpitch submitting a communication requesting consideration of amendments to the City Code to increase the number of designated park facilities within the City at which an alcohol permit may be issued.

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following ordinance:

(#40502-051616) AN ORDINANCE amending and reordaining Section 24-97, Possession or consumption of alcoholic beverages, of Article IV, Parks, of Chapter 24, Public Buildings and Property Generally, of the Code of the City of Roanoke (1979), as amended; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 243.)

Council Member Bestpitch moved the adoption of Ordinance No. 40502-051616. The motion was seconded by Council Member Ferris.

Mr. Terry Huxhold, 1125 16th Street, S. E., appeared before Council and voiced his disapproval of the sale, possession, and consumption of alcoholic beverages at Fallon Park, adding he supports proactive uses such as food trucks, carnivals, etc. But do not believe southeast needs to be expanded for alcohol uses, which increases DUI's.

There being no comments by the Council Members, Ordinance No.40502-051616 was adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

BUDGET-GRANTS-EQUIPMENT-FIRE/EMS: The City Manager submitted a written communication recommending acceptance of the FY2017 Regional Fire Service Training Facilities Grant from the Virginia Department of Fire Programs for purchase of a trailer and training equipment for the City's Regional Fire-EMS Training Center.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Ferris offered the following resolution:

(#40503-051616) A RESOLUTION accepting the Regional Fire Service Training Facilities Grant to the City from the Virginia Department of Fire Programs, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page246.)

Council Member Ferris moved the adoption of Resolution No. 40503-051616. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

Council Member Ferris offered the following budget ordinance:

(#40504-051616) AN ORDINANCE appropriating funding from the Commonwealth of Virginia Department of Fire Programs for a mobile training center and training equipment, amending and reordaining certain sections of the 2015 - 2016 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 247.)

Council Member Ferris moved the adoption of Budget Ordinance No. 40504-051616. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

GRANTS-EMERGENCY MANAGEMENT: The City Manager submitted a written communication recommending acceptance of the FY2016 - 2017 Local Emergency Management Performance Grant from the Virginia Department of Emergency Management to support the emergency management activity.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Price offered the following resolution:

(#40505-051616) A RESOLUTION accepting the FY2016 - 2017 Local Emergency Management Performance Grant (LEMPG) to the City from the Virginia Department of Emergency Management (VDEM), and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 247.)

Council Member Price moved the adoption of Resolution No. 40505-051616. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

CIVIC CENTER-BUDGET-GRANTS-EMERGENCY MANAGEMENT: The City Manager submitted a written communication recommending acceptance of the FY2015 State Homeland Security Grant from the Virginia Department of Emergency Management to install a quick connect device at the Berglund Center.

(For full text, see communication on file in the City Clerk's Office.)

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Council Member Bestpitch offered the following resolution:

(#40506-051616) 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.

(For full text of resolution, see Resolution Book No. 78, page 248.)

Council Member Bestpitch moved the adoption of Resolution No. 40506-051616. The motion was seconded by Council Member Rosen and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

Council Member Bestpitch offered the following budget ordinance:

(#40507-051616) AN ORDINANCE appropriating funding from the United States Department of Homeland Security (DHS) through the Commonwealth of Virginia Department of Emergency Management (VDEM) for the electrical equipment necessary for a quick connect device, amending and reordaining certain sections of the 2015 - 2016 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 249.)

Council Member Bestpitch moved the adoption of Budget Ordinance No.40507-051616. The motion was seconded by Council Member Rosen.

The City Manager explained that the grant funding will be used to install a quick connect device at the Berglund Center to allow emergency responders to easily connect a generator in the event of a power failure during emergency sheltering.

Following City Manager's explanation, Budget Ordinance No. 40507-051616 was adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

GREENWAY COMMISSION-CITY GOVERNMENT: The City Manager submitted a written communication recommending execution of an amendment of the Intergovernmental Agreement establishing the Roanoke Valley Greenway Commission to add Botetourt County as a member.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Ferris offered the following ordinance:

(#40508-051616) AN ORDINANCE authorizing execution of a First Amended Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission; expanding such Agreement to include Botetourt County as a member; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 250.)

Council Member Ferris moved the adoption of Ordinance No. 40508-051616. The motion was seconded by Council Member Price.

Liz Belcher, Greenway Coordinator; and several Commission Members were recognized for being in attendance and in support of the Intergovernmental Agreement to include Botetourt County as a member.

Council's appreciation was expressed for the Commission's service and the addition of Botetourt County to connect the greenway at Tinker Creek/Carvins Cove, which will allow new trail opportunities; and also recognizing regional cooperation within Virginia's Blue Ridge.

There being no additional comment by Council Members, Ordinance No. 40508-051616 was adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

LEASES SALE/PURCHASE OF PROPERTY–ROANOKE HIGHER EDUCATION: The City Manager submitted a written communication recommending execution of Amendment No. 1 to the Contract for Purchase and Sale of Real Property between the City of Roanoke and Roanoke Higher Education Center regarding real property located at 209 Henry Street, N. W.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Price offered the following ordinance:

(#40509-051616) AN ORDINANCE authorizing the City Manager to execute Amendment No. 1 to the Contract for the Purchase and Sale of Real Property, dated January 21, 2015 ("Contract"), by and between the City of Roanoke, Virginia ("City"), and Roanoke Higher Education Authority ("RHEA"), for real property situated at 209 Henry Street, N. W., Roanoke, Virginia, designated as Official Tax Map No. 2013001, to extend the new construction commencement date to December 21, 2016 and to extend the completion date of the new construction to January 22, 2018, upon certain conditions; authorizing the City Manager to execute such further documents and take such further actions as may be necessary to accomplish the above matters; reordaining Ordinance No. 40160-012015, adopted on January 20, 2015, only to the extent not inconsistent with this Ordinance; and dispensing with the second reading of this Ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 251.)

Council Member Price moved the adoption of Ordinance No. 40509-051616. The motion was seconded by Council Member Ferris.

Following a brief overview regarding the amendment, Ordinance No. 40509-051616 was adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

COMMENTS BY THE CITY MANAGER.

The City Manager shared the following comments:

Navy Week Begins

- The week of May 16 is Navy Week in Roanoke
- A kickoff ceremony was held at noon today in Market Square where a proclamation recognizing Navy Week was presented Activities planned for the week:
 - Navy display at the Virginia Museum of Transportation.
 - U.S. Navy Interaction and Band Performance at Center in the Square.
 - Navy EOD and diver demonstration ay Hunting Hills Country Club.
 - U.S. Navy representatives at the Local Colors Festival.
 - Salem Red Sox Navy Night.
 - Navy Band Concert at Mill Mountain Theatre.
 - The U.S. Navy will hold a memorial ceremony and wreath-laying for D-Day participants and especially those that lost their lives during the D-Day invasion.
 - Also, Roanoke City Public Schools has several activities planned as part of Navy Week involving school bands and ROTC.

Leadership College Graduation on Tonight

- Council is invited to attend a special reception for the graduates in Municipal North Lobby at 6:15 p.m.
- Graduates will be presented prior at Council's 7:00 p.m. meeting, prior to the Public Hearings.

Neighborhood Month Activities Continue

- Each year, neighborhood organizations host special events in May to celebrate neighborhood pride
- Remaining events include:
 - Grandin Court Neighborhood Association's "Plant Exchange and Give-A-Way" on May 17.
 - Old Southwest's "Neighborhood Safety for Kids Event & Picnic" on May 18.
 - Gainsborough SW Community Organization's "Third Annual Neighborhood Celebration and Block Party" on May 21.
 - Hurt Park Neighborhood Alliance's "Annual Fund-Raiser Cookout" on May 21.
 - Roanoke Role Modelz Organization's "Hope Changes Everything" on May 28.
 - Goodwill Industries Good Guides Program's "Good Guides Community Garden for the 'Come Grow with Us' Harvest and Festival" on June 4.

Upcoming Events in Elmwood Park

- Local Colors Festival
Saturday, May 21 at 11:00 a.m. - 5:00 p.m.
- Festival in the Park from May 27 - 29
- Recent concerts include Huey Lewis and the News and Blondie, and Brian Wilson is coming to Elmwood Park on August 20.
- Budweiser Summer Concert Series begins with Blackstreet in Elmwood Park on June 24.

DIRECTOR OF FINANCE:

BONDS-CAPITAL IMPROVEMENTS: The Director of Finance submitted a report recommending authorization to issue General Obligation Public Improvement Refunding Boards, not to exceed \$35 million principal amount in refunding bonds on or before June 30, 2017.

(For full report, see report on file in the City Clerk's Office.)

Council Member Ferris offered the following resolution:

(#40510-051616) A RESOLUTION authorizing the issuance and sale of not to exceed thirty-five million dollars (\$35,000,000.00) aggregate principal amount of city of Roanoke, Virginia, General Obligation Public Improvement Refunding Bonds; authorizing the sale of such Bonds at competitive or negotiated sale; fixing the form, denomination and certain other details of such bonds; delegating to the City Manager and the Director of Finance certain powers with respect thereto, including the power to select the underwriters if such Bonds are sold at negotiated sale; authorizing the city to

enter into one or more Bond purchase contracts by and between the city and such underwriters relating to such Bonds; authorizing the City Manager and the Director of Finance to execute and deliver such Bond purchase contracts; authorizing the preparation of a preliminary official statement and an official statement and the delivery thereof to the purchasers of such bonds; authorizing the execution and delivery of a continuing disclosure certificate relating to such Bonds; authorizing the City Manager and the Director of Finance to appoint an escrow agent; authorizing the execution and delivery of an escrow deposit agreement by and between the city and such escrow agent relating to the refunded Bonds; authorizing the City Manager and the Director of Finance to appoint a verification agent; authorizing the City Manager and the Director of Finance to designate the refunded Bonds for redemption; and otherwise providing with respect to the issuance, sale and delivery of such bonds and the refunding of the refunded bonds

(For full text of resolution, see Resolution Book No. 78, page 253.)

Council Member Ferris moved the adoption of Resolution No. 40510-051616. The motion was seconded by Council Member Rosen.

After positive comments by Council Member Rosen regarding the City's financial position and proactive efforts, Resolution No. 40510-051616 was adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

REPORTS OF COMMITTEES:

SCHOOLS-GRANTS-BUDGET: The Roanoke City School Board submitted a written report requesting appropriation of funds for various educational grant programs; and the Director of Finance submitted a written report recommending that Council concur in the request.

(For full text, see reports on file in the City Clerk's Office.)

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Council Member Price offered the following budget ordinance:

(#40511-051616) 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.

(For full text of ordinance, see Ordinance Book No. 78, page 267.)

Council Member Price moved the adoption of Budget Ordinance No. 40511-051616. The motion was seconded by Council Member Rosen and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

BUDGET-SCHOOLS: The Roanoke City School Board submitted a written report requesting amendment to the 2015 – 2016 Categorical Budget in order to align with the City of Roanoke's budget, which was adopted on Monday, May 9, 2016; and the Director of Finance submitted a written report recommending that Council concur in the request.

(For full text, see reports on file in the City Clerk's Office.)

Council Member Rosen offered the following budget ordinance:

(#40512-051616) AN ORDINANCE to adopt an amendment to the 2015 - 2016 School Board Categorical Budget, amending and reordaining certain sections of the School General, School Food Service and School Athletics Funds Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 269.)

Council Member Rosen moved the adoption of Budget Ordinance No. 40512-051616. The motion was seconded by Council Member Price and adopted by the following vote:

AYES: Council Members Price, Rosen, Bestpitch, Ferris, and Vice-Mayor Trinkle-5.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

UNFINISHED BUSINESS: NONE.

INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

PASSENGER RAIL SERVICE-AMTRAK: Council Member Bestpitch offered the following resolution supporting roll on/roll off accommodations for bicycles and encouraging the Commonwealth of Virginia Department of Rail and Public Transportation to work with Amtrak to facilitate the implementation of roll on/roll off of bicycle accommodations when passenger rail service is extended to Roanoke:

(#40513-051616) A RESOLUTION supporting roll on/roll off accommodations for bicycles on Amtrak passenger rail service to Roanoke.

(For full text of resolution, see Resolution Book No. 78, page 270.)

Council Member Bestpitch moved the adoption of Resolution No. 40513-051616. The motion was seconded by Council Member Ferris.

Due to serving as a member of the Virginia Transportation Board, Council Member Rosen advised of his abstention.

AYES: Council Members Price, Bestpitch, Ferris, and Vice-Mayor Trinkle-4.

NAYS: None-0.

(Mayor Bowers and Council Member Lea were not present when vote was recorded.)

(Council Member Rosen abstained from voting.)

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF CITY COUNCIL:

FESTIVALS-CELEBRATION: Council Member Ferris announced the 18th Annual Lebanese Festival at St. Elias Maronite Catholic Church, 4730 Cove Road, N. W., June 3 - June 5 from 11:00 a.m. – 10:00 p.m.

FESTIVALS-CELEBRATION: Council Member Price announced the 26th Annual Local Colors Festival being held on Saturday, May 21 at Elmwood Park from 11:00 a.m. - 5:00 p.m.

DOWNTOWN ROANOKE-CELEBRATIONS-CITY COUNCIL: Council Member Bestpitch encouraged participation in downtown Roanoke activities noting additional information at www.downtownroanoke.org/events regarding upcoming events. He called attention to Parking in the Park on May 19 in Elmwood Park, with gates opening at 5:30 p.m.

He congratulated Council Member Price on being elected Vice-Mayor, Council Member Lea as Mayor-Elect, and Michelle Dykstra and John Garland as Newly-Elected Members of Council, effective July 1, respectively.

VACANCIES ON CERTAIN AUTHORITIES, BOARDS, COMMISSIONS AND COMMITTEES APPOINTED BY COUNCIL: NONE.

At 3:15 p.m., Vice- Mayor Trinkle declared the Council meeting in recess until 7:00 p.m., in the City Council Chamber.

At 7:00 p.m., the Council meeting reconvened in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, with Mayor David A. Bowers presiding.

PRESENT: Council Members Sherman P. Lea, Anita J. Price (arrived late), Court G. Rosen, William D. Bestpitch, Raphael E. Ferris, and Mayor David A. Bowers-6.

ABSENT: Vice-Mayor David B.Trinkle-1.

He decalred a quorum was in existence.

PRESENTATIONS AND ACKNOWLEDGEMENTS:

ACTS OF ACKNOWLEDGEMENT-HEALTH PROGRAM: Mayor Bowers recognized the Spring 2016. Community Health Promoter 2016 participants; and present each with a Certificate of Completion.

ACTS OF ACKNOWLEDGEMENT-LEADERSHIP: Mayor Bowers recognized the City of Roanoke 2016 Leadership College Graduates; and presented each with a Certificate of Achievement.

PUBLIC HEARINGS:

SCHOOLS: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, May 16, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, to receive the views of citizens regarding appointment of two Roanoke City School Board Trustees for three-year terms, each, commencing July 1, 2016. The candidates being Wilton C. Kennedy, Annette Lewis, Susan R. Reese and Lutheria H. Smith, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Monday, May 2, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The Mayor inquired if there were persons present who wished to speak in support of the applicants.

Joelle Miller, 3419 Westridge Circle, appeared before the Council and spoke in support of Wilton Kennedy.

Chris Craft, 1501 Eastgate, N. E., appeared before the Council I and spoke in support of Annette Lewis.

Luanna Meredith, 366 Highland Avenue, S. W., appeared before Council and spoke in support of Susan Reese.

Debbie Williams, 2541 Oregon Avenue, S. W., appeared before Council and spoke in support of Susan Reese.

Meredith Bungler, 384 Airport Trail, N. E. appeared before Council and spoke in support of Susan Reese.

Jim Weber, 3359 Brymoor Road, S. W., appeared before Council and spoke in support of Susan Reese.

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Adrian Lewis, 2538 Belle Avenue, N. E., appeared before Council and spoke in support of Lutheria Smith.

Bradley Smith, 3547 Penarth Road, S. W., appeared before the Council and spoke in support of Lutheria Smith.

John Duke Baldrige, 307 Darwin Road, S. W., appeared before the Council and spoke in support of Lutheria Smith.

There being no additional speakers, Mayor Bowers declared the public hearing closed, and remarked that all comments would be received and filed.

He further announced that the City Council would elect two School Board Trustees for three-year terms of office, commencing July 1, 2016, at its regular meeting on Monday, June 6, 2016, at 2:00 p.m.

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for May 16, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, on a request of Viamac, Inc., and 3675 Orange Avenue, LLC, to repeal conditions proffered as part of rezonings at 3659 Orange Avenue, N. E., and 3675 Orange Avenue, N. E., bearing Official Tax Map Nos. 7110122 and 7110106, respectively, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Tuesday, April 28, 2016, and Tuesday, May 3, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Planning Commission submitted a written report recommending approval of the rezoning request, finding that the Amended Application No. 1 is consistent with the City's Comprehensive Plan, *Hollins/Wildwood Area Plan*, and Zoning Ordinance as it amends conditions on the properties to allow for continued development of the site in manner appropriate to the surrounding area.

(For full text, see report on file in the City Clerk's Office.)

Council Member Lea offered the following ordinance:

(#40514-051616) AN ORDINANCE to rezone certain properties located at 3659 and 3675 Orange Avenue, N. E., by repealing proffered conditions presently binding upon such properties and proffering new conditions; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 271.)

Council Member Lea moved the adoption of Ordinance No. 40514-051616. The motion was seconded by Council Member Bestpitch.

C. Cooper Youell, IV, Attorney, representing the petitioner, appeared in support of the rezoning.

The Mayor inquired if there were persons present who wished to speak on the matter.

Chris Craft, President, Wildwood Civic League, appeared before the Council in support of the rezoning and new proffers.

There being no further speakers, Mayor Bowers declared the public hearing closed.

There being no questions and/or comments by the Council Members, Ordinance No. 40514-051616 was adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Vice- Mayor Trinkle was absent.)

TAXES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, May 16, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of Local Environment Agriculture Project, Inc. (LEAP) for a designation and classification of its personal property, located at 1327 Grandin Road, S. W., Roanoke, Virginia, as exempt from taxation, and such after acquired personal property, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Thursday, May 5, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Manager submitted a written report recommending an exemption be granted to Local Environmental Agriculture Project, Inc. (LEAP) from personal property taxation, effective July 1, 2016, for its current personal property and its after-acquired personal property to the extent that such property is used for the charitable purpose of LEAP.

(For full text, see report on file in the City Clerk's Office.)

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Council Member Rosen offered the following ordinance:

(#40515-051616) AN ORDINANCE exempting from personal property taxation certain personal property located in the City of Roanoke and owned by Local Environmental Agriculture Project, Inc., (LEAP), an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date, and dispensing with the second reading of this Ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 273.)

Council Member Rosen moved the adoption of Ordinance No. 40515-051616. The motion was seconded by Council Member Price.

The Mayor inquired if there were persons present who wished to speak on the matter. There being none, he declared the public hearing closed.

There being no questions and/or comments by the Council Members, Ordinance No. 40515-051616 was adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Vice-Mayor Trinkle was absent.)

TAXES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, May 16, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of Blue Ridge Land Conservancy for designation and classification of its personal property located at 722 First Street, S. W., Suite L, Roanoke, Virginia, as exempt from taxation, and such after acquired personal property, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Thursday, May 5, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Manager submitted a written report recommending an exemption be granted to Blue Ridge Land Conservancy from personal property taxation, effective July 1, 2016, for its current personal property and its after acquired personal property to the extent that such property is used for the charitable purposes of the Blue Ridge Land Conservancy.

Council Member Bestpitch offered the following ordinance:

(#40516-051616) AN ORDINANCE exempting from personal property taxation certain personal property located in the City of Roanoke and owned by Blue Ridge Land Conservancy, an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date, and dispensing with the second reading of this Ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 274.)

Council Member Bestpitch moved the adoption of Ordinance No. 40516-051616. The motion was seconded by Council Member Lea.

The Mayor inquired if there were persons present who wished to speak on the matter.

Linda Pharis, President, Blue Ridge Land Conservancy, appeared before the Council in support of the tax exemption.

There being no further speakers, Mayor Bowers declared the public hearing closed.

There being no questions and/or comments by the Council Members, Ordinance No. 40516-051616 was adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Vice-Mayor Trinkle was absent.)

CITY-OWNED PROPERTY–LEASES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, May 16, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, on a proposal of the City of Roanoke to lease approximately 3.6 acres of City-owned property, being a portion of Roanoke City Official Tax Map No. 6610101, located adjacent to 5401 Barns Avenue, N. W., in the City of Roanoke, Virginia, to Jared Green and Donna Green, for an initial term of one year, commencing June 1, 2016, and ending May 31, 2017, subject to four one-year renewal terms, at an annual rent of \$100.00, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Thursday, May 5, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

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The City Manager submitted a written report recommending execution of a lease agreement with Jared Green and Donna Green for approximately 3.6 acres of City-owned land located at 5401 Barns Avenue, N. W., Roanoke, Virginia, commencing retroactive to May 1, 2016, subject to approval as to form by the City Attorney.

Council Member Bestpitch offered the following ordinance:

(#40517-051616) AN ORDINANCE authorizing the City Manager to execute a lease agreement with Jared Green and Donna Green ("Green"), for the lease of approximately 3.6 acres of City-owned property being a portion of City-owned property located at 5401 Barns Avenue, N. W., Roanoke, Virginia, designated as Roanoke City Official Tax Map No. 6610101; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 276.)

Council Member Bestpitch moved the adoption of Ordinance No. 40517-051616. The motion was seconded by Council Member Price.

The Mayor inquired if there were persons present who wished to speak on the matter. There being none, he declared the public hearing closed.

There being no comments and/or questions by the Council Members, Ordinance No. 40517-051616 was adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Vice-Mayor Trinkle was absent.)

EASEMENTS-SEWERS AND STORM DRAINS: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, May 16, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, on a proposal of the City of Roanoke to grant a permanent sewer line easement and a temporary construction easement, both with an approximate width of 20 feet and collectively encumbering approximately 15,600 square feet, over, across, and under City-owned property, identified by Official Tax Map No. 1040202, located along Reserve Avenue, S. W., Roanoke, Virginia, to the Western Virginia Water Authority, at the Authority's request, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Thursday, May 5, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Manager submitted a written report recommending authorization to execute a Deed of Easement, conveying the sewer line easement and temporary construction easement across City-owned property, designated as Official Tax Map No. 1040202, to the Western Virginia Water Authority, subject to approval as to form by the City Attorney.

Council Member Lea offered the following ordinance:

(#40518-051616) AN ORDINANCE authorizing the conveyance of a permanent sewer line easement and a temporary construction easement, both with an approximate width of twenty (20) feet and collectively encumbering approximately 15,600 square feet, over, across, and under City-owned property, located along Reserve Avenue, S. W., Roanoke, Virginia, designated as Roanoke Official Tax Map No. 1040202, to the Western Virginia Water Authority ("Authority"), upon certain terms and conditions; and dispensing with the second reading of this Ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 277.)

Council Member Lea moved the adoption of Ordinance No. 40518-051616. The motion was seconded by Council Member Price.

The Mayor inquired if there were persons present who wished to speak on the matter. There being none, he declared the public hearing closed.

There being no comments and/or questions by the Council Members, Ordinance No. 40518-051616 was adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Vice-Mayor Trinkle was absent.)

OTHER BUSINESS:

DOWNTOWN ROANOKE–SERVICE DISTRICTS: The City Manager submitted a written report recommending authorization to execute a Downtown Service District Services Agreement with Downtown Roanoke, Inc., for continued administration of the Downtown Service District.

(For full text, see report on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40519-051616) A RESOLUTION authorizing the City Manager's issuance and execution of a Downtown Service District Services Agreement ("Agreement") between the City of Roanoke ("City") and Downtown Roanoke, Incorporated ("DRI") to continue to provide services within the Downtown Service District; and authorizing the City Manager to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of such Agreement.

(For full text of resolution, see Resolution Book No. 78, page 278.)

Council Member Bestpitch moved the adoption of Resolution No. 40519- 051616. The motion was seconded by Council Member Lea.

Tina Workman, President, Downtown Roanoke Inc., (DRI), appeared before the Council in support of the request and advised that the mission DRI was to make downtown Roanoke the preferred place to work and play and for businesses, merchants, non-profits and the City to identify needs, develop strategies and implement programs to strengthen the economic vitality of downtown. She further advised that DRI was involved in various clean, safe, initiatives including the completion of the trash compactor system, hired a goodwill ambassador to keep the area clean, and produced ten major downtown events per year drawing over 100,000 in attendance; and she thanked Council for its support and the working relationship with the City of Roanoke.

Tony Pearman, Chair, Downtown Roanoke, Inc., Board of Directors, appeared before the Council in support of the request and advised DRI worked hard to support all organizations and ensured the success of other events as a quiet workhorse for the citizens; and he urged continued support of the organization.

Mike Sutton, representing Blue Eagle Companies; Steve Musselwhite, former Board Member and investor in downtown Roanoke; and Melissa Palmer, Board Member and owner of Chocolate Paper, appeared before the Council in support of the contract renewal.

Although Council Member Ferris fully supported the City renewing the agreement with DRI, he inquired if the agreement could be renewable every year, with termination by either party without cause, and if either party was bound to the agreement; whereupon, the City Attorney opined that if one of the terms of the agreement was breached during the term, either party could terminate the agreement.

Council Member Rosen asked if DRI served as the keeper of the downtown calendar; whereupon, the City Attorney replied in the affirmative, adding a separate contract existed for events.

The City Attorney corrected his earlier comment in that the agreement was automatically renewable, terminable only for cause during the ten-year period. In connection with ongoing dialogue, he advised that the agreement had several provisions that set forth performance obligations of DRI, and if not performed, the City Manager would have the right to terminate the agreement.

Following extensive discussion, Council Member Rosen further inquired if cause could include a request or directive by the City Manager to terminate the agreement or if DRI cannot, could not or might potentially refuse to perform, could that be defined as being cause. The City Attorney advised that it may apply under Section 3.13, "activities to be undertaken by DRI", that are set forth for the revitalization of the downtown area, and, if the City manager requested a specific activity and DRI refused, without justification, that would be a cause to allow the City Manager to terminate the agreement.

Following response by the City Attorney, Council Member Rosen elaborated that most of the City's agreements that were reviewed were almost unilateral on the side of the City, with a 60 day notice to cancel, and the DRI agreement was not written similar. He wanted to ensure the City was protected in the future, mainly, because the ten years as set forth bound future City Councils by contract; and therefore, he was uncomfortable with such a long term on the agreement.

In response to Council Member Rosen's concern, the City Attorney pointed out that the City controlled funding, which were not paid directly to DRI, as well as the City Manager or his designee currently serve on the Board of Directors as a safeguard.

City Council being satisfied with overall comments by the City Attorney, Resolution No. 40519-051616 was adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Vice-Mayor Trinkle was absent.)

SERVICE DISTRICTS-WILLIAMSON ROAD AREA BUSINESS ASSOCIATION:
The City Manager submitted a written report recommending authorization to execute a Williamson Road Area Service District Services Agreement with the Williamson Road Area Business Association, Inc., for continued administration of the Williamson Road Area Service District.

(For full text, see report on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40520-051616) A RESOLUTION authorizing the City Manager's issuance and execution of a Williamson Road Area Service District Services Agreement ("Agreement") between the City of Roanoke ("City") and Williamson Road Area Business Association, Inc. ("WRABA"), to continue to provide services within the Williamson Road Area Service District; and authorizing the City Manager to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of such Agreement.

(For full text of resolution, see Resolution Book No. 78, page 279.)

Council Member Bestpitch moved the adoption of Resolution No. 40520-051616. The motion was seconded by Council Member Ferris.

Wendy Jones, Executive Director, Williamson Road Area Business Association, appeared before the Council and spoke in support of a Williamson Road Area Service District, noting a special event in Preston Park, with an ABC license having been granted for June 23, 2016.

Council Member Bestpitch called attention to the abovementioned event – Star City Sock Hop scheduled on Thursday, June 23 at the tennis courts in Preston Park.

There being no additional comments by the Council Members, Resolution No. 40520-051616 was adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Vice-Mayor Trinkle was absent.)

ARCHITECTURAL REVIEW BOARD: A Petition for Appeal filed by Tammy Britt appealing a decision of the Architectural Review Board to deny issuance for a Certificate of Appropriateness to approve replacement of existing pressed metal roof shingles with architectural shingles at 418 Washington Avenue, S. W., was before the Council.

(See Petition for Appeal on file in the City Clerk's Office.)

Ms. Britt shared photos depicting the shingle materials selected, which in her opinion, better matched the original aesthetic than any metal product available on the market today.

She explained that she had gone before the Board in 2008, and had gotten approval to replace the metal roof at 502 King George Avenue; that the roof material she was proposing was an architectural metal, and she wanted to replace the roof with the same look as the property on King George Avenue.

In summary, Ms. Britt urged the Council to overrule the decision of the Architectural Review Board and issue a Certificate of Appropriateness as previously approved.

(See photos on file in the City Clerk's Office.)

Katherine Gutshall, Chair, Architectural Review Board, gave a brief overview regarding the request of Ms. Brit, noting that the applicant requested approval of replacing the existing metal shingle roof with an architectural shingle roof, due to a consistent roof leaking issues.

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Staff report to the Architectural Review Board commented that the applicant must provide documentation that warrants replacement of the existing roof; and in addition, replacement material of the existing roof is inconsistent with the H-2 Design Guidelines. An Oakridge architectural shingle is not an appropriate replacement material for the existing metal shingle roof. Therefore, staff does not support the applicant and recommends denial of the Certificate of Appropriateness application as proposed.

It was further reported that City Council established the ARB to protect designated historic properties against destruction or architecturally incompatible buildings and structures; and the ARB's review criteria are based on the standards set forth in the Zoning Ordinance, and, where applicable, the H-2 Architectural Design Guidelines, of which follow to the Secretary of the Interior's Standards for Rehabilitation, which are generally recognized criteria for appropriate treatment of historic buildings and contexts; and the following roofs are relevant to consideration of the abovementioned application:

"Avoid replacing roofs with a substitute material that does not convey the same visual appearance of the historic roof."

"When it is not feasible to replace standing-seam and pressed-metal roofs with the same materials, first explore the use of pre-fabricated metal roof systems."

"use substitute materials or replacement parts that retain the visual appearance of the original roof and that are physically and chemically compatible. Substitute materials should match the original in:

- Scale,
- Pattern,
- Texture, and
- Color"

(For full text, see report on file in the City Clerk's Office.)

The Chair stated that the Board recommends that the Council affirm its decision to deny the issuance of a Certificate of Appropriateness allowing replacement of the existing pressed metal shingle roof with architectural shingles at 418 Washington Avenue, S. W., inasmuch as the existing roof is a character-defining feature of the existing historic building; and is inconsistent with the H-2 Architectural Design Guidelines as set forth in the report.

Following extensive dialogue regarding the matter and the 2 – 2 vote of the Board, Council Member Price moved that based on the evidence (testimony and documents) presented to the Council, the decision of the Architectural Review Board on February 11, 2016, be reversed and that a Certificate of Appropriateness be issued to allow the replacement of an architectural metal roof with architectural shingles at 418

Washington Avenue, S. W., as set forth in the Application for Certificate of Appropriateness on the grounds that the proposed installation and location are architecturally compatible with the structures or historic landmarks in the H-2 District. The motion was seconded by Council Member Rosen and adopted by the following vote:

AYES: Council Members Lea, Price, Rosen, Ferris and Mayor Bowers-5.

NAYS: Council Member Bestpitch-1.

(Vice-Mayor Trinkle was absent.)

HEARING OF CITIZEN UPON PUBLIC MATTER: NONE.

There being no further business, Mayor Bowers declared the regular meeting adjourned at 9:45 p.m.

A P P R O V E D

ATTEST:

Stephanie M. Moon Reynolds, MMC
City Clerk

David A. Bowers
Mayor



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**AUGUST 15, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by Rabbi Kathy Cohen, Temple Emanuel.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Sherman P. Lea, Sr.

Welcome. Mayor Lea.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, August 18 at 7:00 p.m., and Saturday, August 20 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

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

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

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

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

**BUILDING AND FIRE CODE OF APPEALS – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2017**

**ECONOMIC DEVELOPMENT AUTHORITY – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING OCTOBER 20, 2017**

**PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION
CITY RETIREE – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2019**

**VISIT VIRGINIA'S BLUE RIDGE, BOARD OF DIRECTORS – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2017**

**YOUTH SERVICES CITIZEN BOARD – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2018**

THE CITY OF ROANOKE ALSO IS ACCEPTING NOMINATIONS FOR THE 2016 CITIZEN OF THE YEAR. TO OBTAIN INFORMATION TO SUBMIT A NOMINATION, CONTACT THE CITY CLERK'S OFFICE AT (540) 853-2541 OR ACCESS THE FORM AT EACH CITY LIBRARY BRANCH. DEADLINE FOR RECEIPT OF NOMINATIONS IS WEDNESDAY, SEPTEMBER 28, 2016.

THE ANNUAL STATE OF THE CITY ADDRESS WILL BE HELD ON THURSDAY, SEPTEMBER 1 AT 8:00 A.M., AT THE HOTEL ROANOKE AND CONFERENCE CENTER, 110 SHENANDOAH AVE N. W.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A proclamation declaring Monday, August 22, 2016, as Virginia Western Community College Day in honor of its 50th Anniversary.

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.

4. CONSENT AGENDA:

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.

C-1 Minutes of the regular meetings of City Council held on Monday, May 2, 2016, recessed until Monday, May 9, 2016; and Monday, May 16, 2016.

RECOMMENDED ACTION: Dispense with the reading of the minutes and approve as recorded.

C-2 A communication from the City Manager requesting that City Council convene in a Closed Meeting to discuss the disposition of publicly-owned property located at 117 - 119 Norfolk Avenue, S. W., where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concur in the request.

C-3 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 19, 2016, at 7:00 p.m., or at such time thereafter as the matter may be heard, or at such later date and time as determined by the City Manager, to consider the two proposed boundary line adjustments between the City of Roanoke and Roanoke County, (i) situated along Williamson Road, N. E., in proximity to the former Happy's Flea Market development, and (ii) situated along Blue Hills Village Drive involving two parcels owned by the National Bank of Blacksburg.

RECOMMENDED ACTION: Concur in the request.

C-4 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 19, 2016, at 7:00 p.m., or at such time thereafter as the matter may be heard, or at such later date and time as determined by the City Manager, to consider the sale of two City-owned parcels of property on Jae Valley Road in Roanoke County, bearing Official Tax Map Nos. 089.00-03-29.01-0000 and 089.00-03-29.02-0000, to the Roanoke County Parks and Recreation for a public park facility with public access to Back Creek for canoe and kayak uses.

RECOMMENDED ACTION: Concur in the request.

C-5 A communication from the City Manager requesting that Council schedule a public hearing for Monday, September 19, 2016, at 7:00 p.m., or at such time thereafter as the matter may be heard, or at such later date and time as determined by the City Manager, to consider granting, confirming, and/or amending easements and other property rights to South Commonwealth Partners, LLC, in connection with the Hampton Inn & Suites Hotel located at 27 Church Avenue, S. E. (adjacent to the Market Garage at 25 Church Avenue, S. E.).

RECOMMENDED ACTION: Concur in the request.

C-6 A communication from the Honorable William D. Broadhurst, Judge, Twenty-third Judicial Circuit of Virginia, transmitting the Annual Reports of the Board of Equalization for taxable years July 1, 2015 - June 30, 2016; and July 1, 2016 - June 30, 2017.

RECOMMENDED ACTION: Receive and file.

C-7 A communication from U. S. Senator, Mark Warner congratulating the City of Roanoke on its recognition as a Tree City USA community by the Arbor Day Foundation.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS:

- a. A communication from the Commonwealth's Attorney recommending acceptance of the Multi-Jurisdictional Special Drug Prosecutor Grant from the State Compensation Board; and a communication from the City Manager concurring in the request.

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

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance of the 2017 Virginia Sexual and Domestic Violence Victim Fund Grant from the Virginia Department of Criminal Justice Services to partially fund an existing Sexual Violence Specialist position in the Police Department.
2. Acceptance of a Virginia Department of Fire Programs Training Grant to be used for conference and education assistance to host the 2nd Annual Sound the Alarm Summit on September 12 – 14, 2016, at the Sheraton Hotel and Conference Center.
3. Acceptance of FY2017 Virginia Department of Transportation (VDOT) funds for the paving of Orange Avenue (Route 460) from 10th Street, N. W., to Gainsboro Road, N. W.
4. Execution of Amendment No. 1 to the City's contract with C. E. Thurston & Sons, Inc., for pipe insulation services at the Berglund Center.

COMMENTS OF CITY MANAGER.

- b. CITY ATTORNEY:
 - 1. Execution of an agreement with Norfolk Southern Railway Company with regard to the Franklin Road Bridge Improvements.
- c. DIRECTOR OF FINANCE:
 - 1. Execution of the First Amended and Restated Fiscal Agent Agreement by and among the City of Roanoke, Workforce Investment Area III Chief Local Elected Officials Consortium, Western Virginia Workforce Development Board, Inc., and Roanoke Valley-Alleghany Regional Commission, to provide for additional duties and responsibilities of the Commission as fiscal agent, for a five-year term, commencing July 1, 2016.

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.

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A resolution recognizing the importance of early childhood education to children's future success in school and in life.

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 IN THE COUNCIL CONFERENCE ROOM; TO BE RECONVENED AT 7:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**AUGUST 15, 2016
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

The Invocation will be delivered by Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

CERTIFICATION OF CLOSED MEETING.

NOTICE:

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, August 18 at 7:00 p.m., and Saturday, August 20 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

A. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of Tavia Sturgill, Virginia State Youth of the Year for the Boys and Girls Club of America.

Presentation and recognition by the Lea Youth Outdoor Basketball League (LYOB).

B. PUBLIC HEARINGS:

1. Proposal of the City of Roanoke to consider the relocation of the central absentee voter precinct from the Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., to the General Registrar's Office located at 317 Kimball Avenue, N. E. Daniel J. Callaghan, City Attorney.
2. Proposal of the City of Roanoke to lease City-owned property designated as portions of Official Tax Map Nos. 4070507, 4070521, and 4060505, to the Blue Ridge Zoological Society of Virginia, Inc., (BRZSV), for the purpose of operating and maintaining Mill Mountain Zoo. Christopher P. Morrill, City Manager.
3. Request of the Roanoke City School Board to amend the Planned Unit Development Plan and conditions proffered as part of a previous rezoning at 2102 Grandin Road, S. W. Richard A. Rife, Agent, Spokesperson.

C. 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.

D. ADJOURN.