



Please click the links below to access the Council Agenda and Reports:

1. Council Agenda And Reports

Documents:

[CAR 09-19-16.PDF](#)

2. Council Action Agenda

Documents:

[AG 09-19-16.PDF](#)

**NOTICE:**

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

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

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

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



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

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

**CITY COUNCIL CHAMBER  
AGENDA**

**1. 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.

**NOTICE:**

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, September 22 at 7:00 p.m., and Saturday, September 24 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at [roanokeva.gov/councilmeetings](http://roanokeva.gov/councilmeetings). Council meetings are offered with closed captioning for the hearing impaired.

**ANNOUNCEMENTS:**

**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**

**HUMAN SERVICES ADVISORY BOARD – ONE VACANCY  
UNEXPIRED TERM OF OFFICE ENDING NOVEMBER 30, 2016**

**PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION – ONE  
VACANCY  
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2018**

**ROANOKE CIVIC CENTER COMMISSION – ONE VACANCY  
TERM OF OFFICE ENDING SEPTEMBER 30, 2019**

**TOWING ADVISORY BOARD – ONE VACANCY  
TERM OF OFFICE ENDING OCTOBER 31, 2019 (TOWER)**

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

**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.**

## 2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A Proclamation declaring the week of September 17 - 23, 2016 as Constitution Week.

P 10

## 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            A communication from the City Attorney requesting that City Council authorize the scheduling and advertisement of a public hearing to be held on October 3, 2016 at 2:00 p.m., or as soon thereafter as the matter may be reached, or at such other date and time thereafter as deemed necessary by the City Manager, for City Council to reaffirm its intent for the City to convey Parcel 1A, containing 28.8908 acres, more or less, and Parcel 1B, containing 6.9357 acres, more or less, as shown on the August 31, 2016 survey, to Straight Street Roanoke Valley, Inc.; and to authorize the City Manager to execute Amendment No. 1 also provides that the closing date is on or before October 31, 2016.

P 11

RECOMMENDED ACTION:        Concur in the request.

- C-2            Annual Report of the Audit Committee for Fiscal Year ending June 30, 2016.

P 13

RECOMMENDED ACTION:        Receive and file.

- C-3            Annual Report of the Mill Mountain Advisory Board for the year 2015 – 2016.

P 26

RECOMMENDED ACTION:        Receive and file.

C-4 Reports of qualification of Harvey D. Brookins as a City representative of the Western Virginia Water Authority for a four-year term of office ending June 30, 2020; and Andrew J. Anguiano as a Commissioner of the City of Roanoke Redevelopment and Housing Authority for a four-year term of office ending August 31, 2020.

RECOMMENDED ACTION: Receive and file.

**REGULAR AGENDA:**

**5. PUBLIC HEARINGS: NONE.**

**6. PETITIONS AND COMMUNICATIONS:**

- a. Presentation of the 2016 Writer on the Bus Program. Susan Jennings, Arts and Culture Coordinator, Spokesperson. (Sponsored by Council Members Dykstra and Trinkle) P 28
  
- b. A communication from Council Member David B. Trinkle, Chairman, Roanoke City Council Personnel Committee, advising of the expiration of the two-year terms of office of the City Attorney, City Clerk and Municipal Auditor ending September 30, 2016. P 29

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

- 1. Acceptance and appropriation of funds from the Virginia Department of Transportation (VDOT) in connection with the Smart Scale Grant for the Edgewood Street Transit Accessibility Improvements Project. P 30  
R 36  
B/O 38

- 2. Acceptance and appropriation of grant funds from the Department of Fire Programs to supplement the Fire-EMS budget.
- 3. Acceptance and appropriation of grant funds from the Virginia E-911 Services Board to purchase a voice logging recorder system.
- 4. Amendment of the contract with Blue Ridge Rescue Suppliers for firefighter turnout gear.
- 5. Authorization to execute an agreement with Carilion Property Management for the use of 6 Riverside Parking Garage on October 14 - 16, 2016 in connection with the Roanoke GO Outside Festival.

P 39  
R 41  
B/O 42

P 43  
R 45  
B/O 46

P 47  
R 48  
B/O 49

P 50  
R 53

**COMMENTS OF CITY MANAGER.**

**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.

P 54  
P 55  
B/O 57

**9. UNFINISHED BUSINESS: NONE.**

**10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:**

- a. A resolution recognizing the 20<sup>th</sup> Anniversary of the Blue Ridge Land Conservancy.
- b. A resolution designating a Voting Delegate, Alternate Voting Delegate for the Business Session and Staff Assistant for the Annual Virginia Municipal League Business Meeting to be held on Tuesday, October 11, 2016 in Virginia Beach, Virginia.

R 59

R 61

## **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 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**

**SEPTEMBER 19, 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.

**NOTICE:**

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, September 22 at 7:00 p.m., and Saturday, September 24 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at [roanokeva.gov/councilmeetings](http://roanokeva.gov/councilmeetings). Council meetings are offered with closed captioning for the hearing impaired.

**A. PUBLIC HEARINGS:**

1. Request of the City of Roanoke to consider an amendment to *Vision 2001-2020*, the City's Comprehensive Plan, by the adoption of a new Wireless Telecommunications Facilities Policy dated September 12, 2016, to replace the existing policy adopted by City Council on May 20, 2004. Ian D. Shaw, Agent, City Planning Commission.

P 62  
O 97

2. Receive public comments with regard to approval of an amendment application for the boundaries of Enterprise Zone One A and its Subzone B. Christopher P. Morrill, City Manager.

P 99  
R 102

3. Receive public comments on the City's Draft Consolidated Annual Performance and Evaluation Report (CAPER) for its Federal Housing and Urban Development (HUD) Funded Programs.

P 105

4. Proposal of the City of Roanoke to convey 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 Roanoke County for a public park facility with public access to Back Creek for canoe and kayak uses. Christopher P. Morrill, City Manager.

P 136  
O 158

5. Proposal of the City of Roanoke to consider a boundary line adjustment between the City of Roanoke and Roanoke County situated along Williamson Road, N. E., in proximity to the former Happy's Flea Market development. Christopher P. Morrill, City Manager.

P 160  
O 167

6. Proposal of the City of Roanoke to consider a boundary line adjustment between the City of Roanoke and Roanoke County situated along Blue Hills Village Drive involving two parcels owned by the National Bank of Blacksburg. Christopher P. Morrill, City Manager.

P 170  
O 177

## **B. OTHER BUSINESS:**

1. Petition for Appeal filed by Roy Bucher, President/Chairman, Chas. Lunsford Sons & Associates, in connection with a decision of the Architectural Review Board at its meeting of July 14, 2016, approving a Certificate of Appropriateness for an aluminum sign located at 20 E. Church Avenue, S. E. Roy Bucher, Spokesperson.

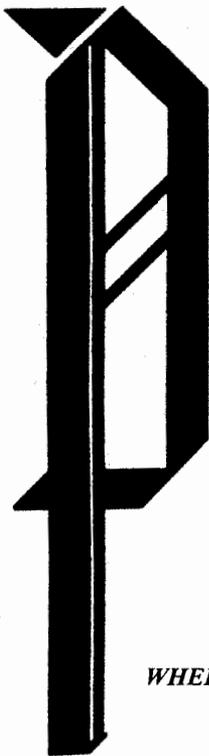
P 180  
P 182

## **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. RECESS.**

**THE COUNCIL MEETING WILL STAND IN RECESS UNTIL FRIDAY, SEPTEMBER 23, 2016 AT 8:30 A.M., IN THE COMMUNITY ROOM, RALEIGH COURT LIBRARY, 2112 GRANDIN ROAD, S. W., FOR THE ANNUAL STRATGEIC PLANNING WORK SESSION.**



Office of the Mayor

CITY OF  ROANOKE

# Proclamation

## CONSTITUTION WEEK

**WHEREAS,** *the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men;*

**WHEREAS,** *September 17, 2016, marks the 229th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention;*

**WHEREAS,** *It is fitting and proper to accord official recognition to this magnificent document and the anniversary of its creation, and to the patriotic celebrations which will commemorate the occasion; and*

**WHEREAS,** *Public Law No. 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week.*

**NOW, THEREFORE, I, Sherman P. Lea, Sr., Mayor of the City of Roanoke, Virginia, do hereby proclaim September 17 through 23, 2016, throughout this great, six-time All-America City, as Constitution Week.**

*Given under our hands and the Seal of the City of Roanoke this nineteenth day of September in the year two thousand and sixteen.*



\_\_\_\_\_  
*Sherman P. Lea, Sr.*  
Mayor

ATTEST:

  
\_\_\_\_\_  
*Stephanie M. Moon Reynolds*  
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

September 19, 2016

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

Re: Request for Public Hearing to Reaffirm City Council’s Intent for  
Conveyance of City Owned Property Located in Botetourt  
County Designated as Tax Parcels Nos. 108(9)1A and 108(9)1B  
to Straight Street Roanoke Valley, Inc., and to Amend the Sales  
Agreement.

Dear Mayor Lea and Members of Council:

Background:

Pursuant to Roanoke City Ordinance No. 40466-032116, adopted March 21, 2016, following a public hearing, City Council authorized the City Manager to execute a sales agreement for the conveyance of City owned real estate located in Botetourt County designated as Botetourt Tax Parcels Nos. 108(9)1A (“Parcel 1A”) and 108(9)1B (“Parcel 1B”) (collectively, the “Property”) to Straight Street Roanoke Valley, Inc. (“Straight Street”). The conveyance required Straight Street to use the Property to create a facility for the treatment and care of children who are homeless, or are the victims of human trafficking regardless of gender, and imposed certain post sale obligations upon Straight Street. The City and Straight Street entered into such sales agreement dated April 7, 2016 (“Sales Agreement”). Closing of the property was to occur no later than September 16, 2016, under the terms of the Sales Agreement.

The Sales Agreement identified Parcel 1A as containing 23.48 acres, more or less, and Parcel 1B as containing 6.928 acres, more or less. This acreage was based on a survey more particularly describing the Property dated October 29, 2012, which the City had previously obtained and was attached to the Sales Agreement. Subsequent to the date of the Sales Agreement, Straight Street commissioned a revised survey of the Property dated August 31, 2016, which showed that Parcel 1A actually contained 28.8908 acres, more or less, and Parcel 1B contained 6.9357 acres, more or less. Straight Street desires to substitute the August 31, 2016, survey in place of the October 29, 2012, survey described in the Sales Agreement.

Considerations:

The difference in acreage between the October 29, 2012, survey and the August 31, 2016, survey is approximately six acres. The difference in acreage between the two surveys is attributed to the fact that Parcel 1A was not fully described in the October 29, 2012, survey and the size of Parcel 1A was based on the area set forth in the Tax Records for Botetourt County. The City clearly intended to sell all of Property

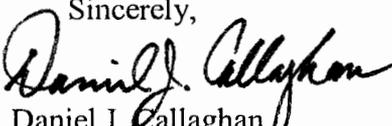
described as Parcel 1A and Parcel 1B. However, the recent survey plat may create some confusion for persons reviewing the record if the City conveys the Property using the current survey plat, without further action by City Council.

In order to have additional time to address these issues, the City Manager and Straight Street mutually extended the closing date of the Property from September 16, 2016, until a date on or before and not later than October 31, 2016, by letter agreement dated September 13, 2016. Because the August 31, 2016, survey describes the conveyance of the Property of a greater size than City Council previously authorized, a public hearing is required pursuant to Section 15.2-1800, Code of Virginia (1950) as amended, for City Council to consider this request.

Recommended Actions:

Authorize the scheduling and advertisement of a public hearing to be held on October 3, 2016, at 2:00 p.m., or as soon as the matter may be reached, or at such other date and time thereafter as deemed necessary by the City Manager, for City Council to reaffirm its intent for the City to convey Parcel 1A containing 28.8908 acres, more or less, and Parcel 1B, containing 6.9357 acres, more or less, as shown on the August 31, 2016, survey, to Straight Street Roanoke Valley, Inc.; and to authorize the City Manager to execute Amendment No. 1 to the Sales Agreement with Straight Street providing for the same. Amendment No. 1 also provides that the closing date is on or before October 31, 2016.

Sincerely,

  
Daniel J. Callaghan  
City Attorney

- c: Christopher P. Morrill, City Manager  
R. Brian Townsend, Assistant City Manager  
for Community Development  
Sherman Stovall, Assistant City Manager  
for Operations  
Sherman Holland, Commissioner of Revenue  
Susan Lower, Director, Office of Real Estate Valuation  
Stephanie Moon Reynolds, City Clerk  
Barbara A. Dameron, Director of Finance  
Troy A. Harmon, Municipal Auditor



C-2

**AUDIT COMMITTEE ANNUAL REPORT  
For Fiscal Year Ending June 30, 2016**

September 7, 2016

The Audit Committee is one of three permanent committees of the City Council. It serves in an advisory role to the Council and appointed officers on matters related to the City's financial records and activities affecting the financial records. Meetings are typically held quarterly and at the request of any member. The following meetings were held for the fiscal year ending June 30, 2016:

- September 2, 2015
- December 21, 2015
- March 2, 2016
- June 8, 2016

Committee Member	Meetings Attended
Ray Ferris, Chair	4
Anita Price, Vice Chair	4
Court Rosen, Member	4
Mayor Bowers, Ex-Officio	2

The Committee Chair met monthly with the Municipal Auditor to review the status of current audit work, department development work, and investigations. The Audit Committee heard briefings and engaged in discussions related to the following areas:

• Other Post-Employment Benefits	• Clerk of the Circuit Court
• Home Rehabilitation Program	• Purchasing Cards
• CAFR Opinions & Management Letters	• Fraud, Waste and Abuse Investigations
• PLAY After School Program	• APA Audit of State Collections
• City Council Expenditures	• GRTC Revenue Collections
• Virginia Investment Pool	• General and Automobile Liability Claims
• Budget Transfer Ordinance	• Audit Plan for CAFR, APA, A133

The Audit Committee also reviewed the proposed budget for the Auditing department and updates on audit activity during the year. The minutes and reports are accessible online through the Auditing department's webpage. Municipal Auditing's Annual Report for the year ending June 30, 2016 is attached to this report.

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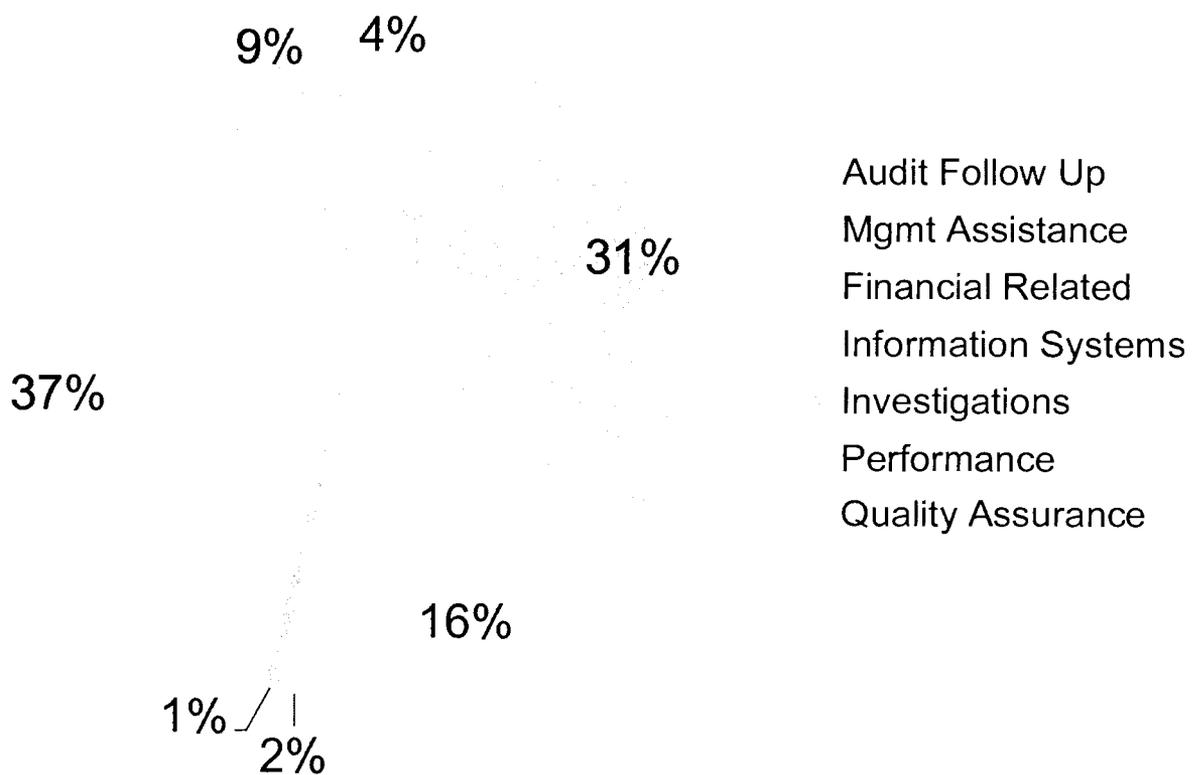
# MUNICIPAL AUDITING ANNUAL REPORT

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Fiscal Year Ending  
June 30, 2016

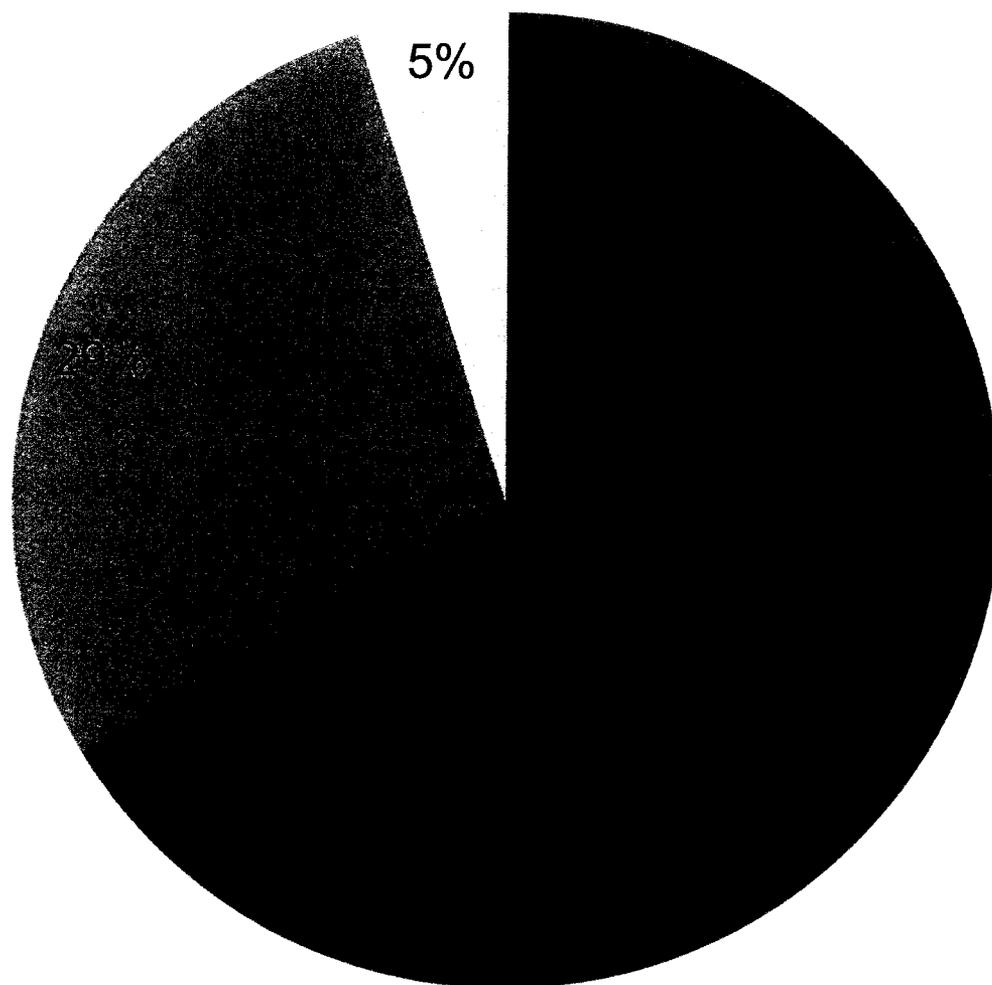
# Activity by Service Type

## Service



# Activity by Entity

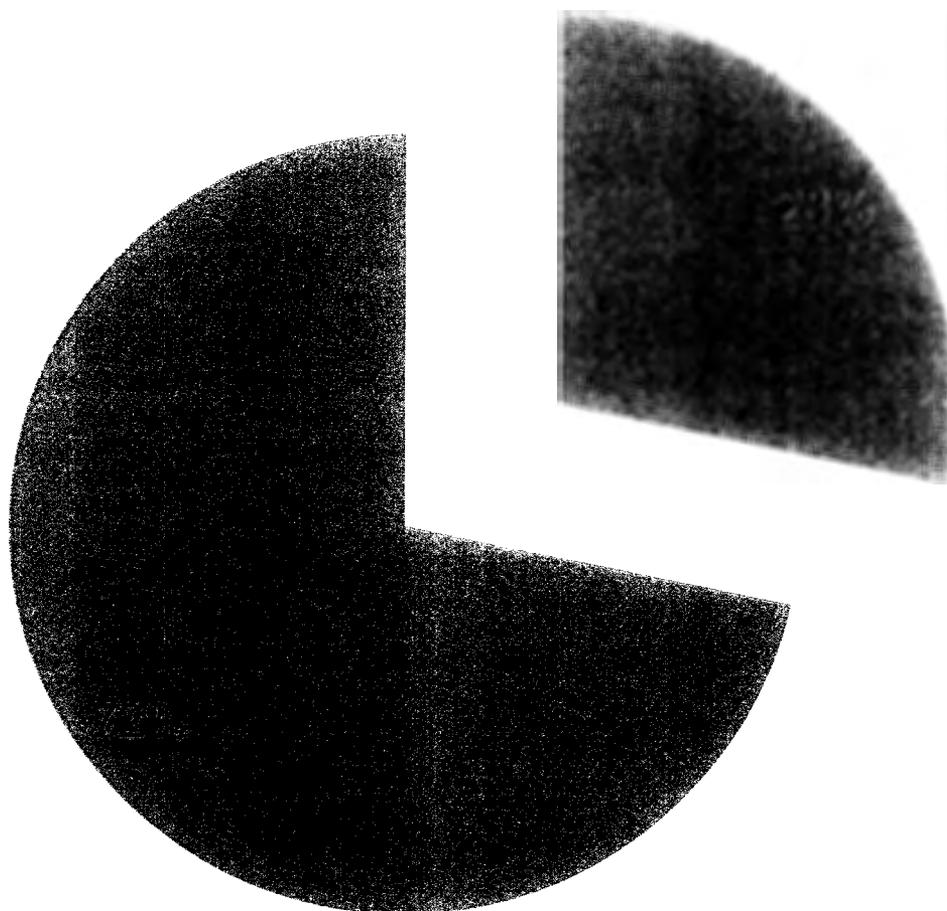
■ CITY ■ RCPS ■ GRTC



# FY16 Assignment Status

~

■ Open ■ Closed



# Audit Reports Issued – FY16

Project	Description
External Audit Coordination	Auditor opinions and management letters related to the annual audits of the financial statements for the City, City Pension, School Division, and GRTC
City Council Expenditures	Audit of expenditures by members of City Council and the City Clerk's Office for the fiscal year ending 6/30/15.
Purchasing Cards	Audit of compliance with p-card policies using statistical sampling
PLAY After School Program	Audited processes for managing after school programs held at Grandin Court, Preston Park and Eureka recreation centers
Risk Management Liability Claims	Audited processes for administering general and auto liability claims against the City

# Audit Reports Issued – FY16

Project	Description
Follow Up – Home Rehab Program	Verified major home rehabilitation program policies were revised to help ensure projects are consistent with neighborhood plans and larger City goals.
Follow Up – PLAY Program	Verified plans to strengthen staff training, child sign-out, and building assessment processes were completed.
Clerk of the Circuit Court	Verified compliance with State requirements for administering deeds, wills and trusts.
RCPS Student Health Services	Audited controls over medications, medical records, and contract administration for outsourced nurses.
RCPS Time and Attendance	Audited processes for reporting overtime, paid leave, and extra duties.
RCPS Workers Compensation	Audited processes for new employee physicals, safety training, reporting injuries, medical and indemnity claims.

# Audit Reports Issued – FY16

Project	Description
GRTC Revenue Collections	Audit of processes for collecting cash fares on the fixed route buses and payments for passes at the Campbell Court Transfer Center.

# FY16 Projects – Pending

## Project

## Description

Tax and Treasury

Facilitating reorganization of responsibilities for tax administration and collections, and implementation of a new comprehensive revenue system.

Police Cash FYE  
12-31-15

Audit to determine if the Police Department is properly assessing, collecting and reporting fees; properly managing cash funds.

Right Of Way  
Maintenance

Audit to determine if right of way maintenance is performed safely and timely.

Berglund Center  
Maintenance

Audit to determine if the management company is maintaining the facilities in accordance with the City contract.

RCPS Fixed Assets

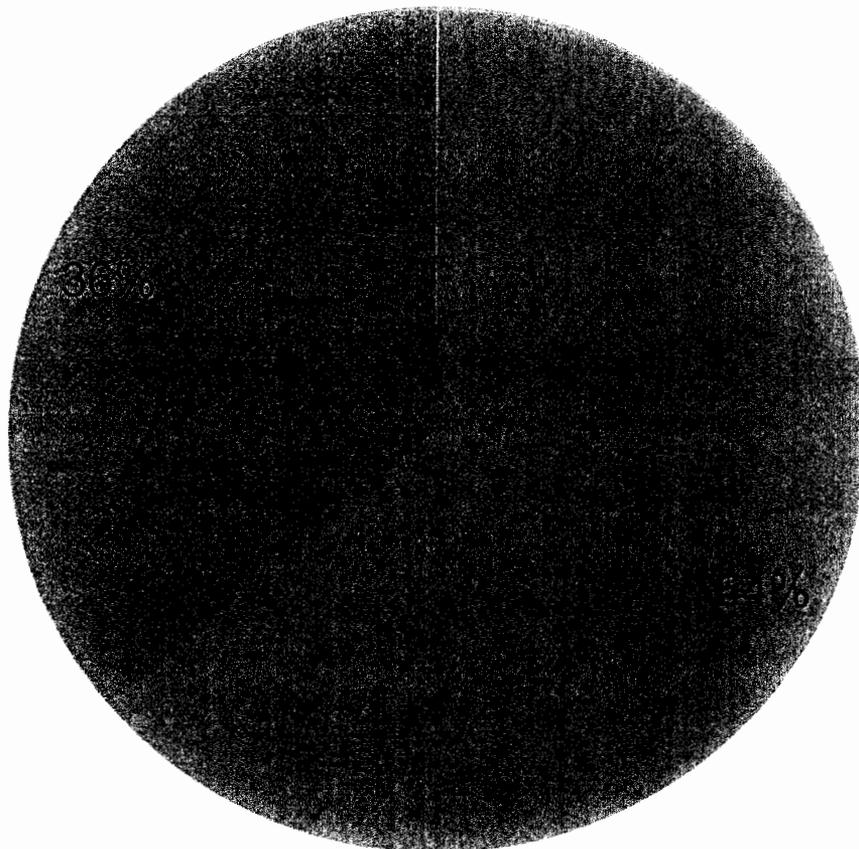
Audit to determine if the Division is effectively safeguarding assets costing \$500 or more.

Records Storage  
Services

Audit to verify that the vendor responsible for providing offsite storage of City records has complied with the terms of its contract.

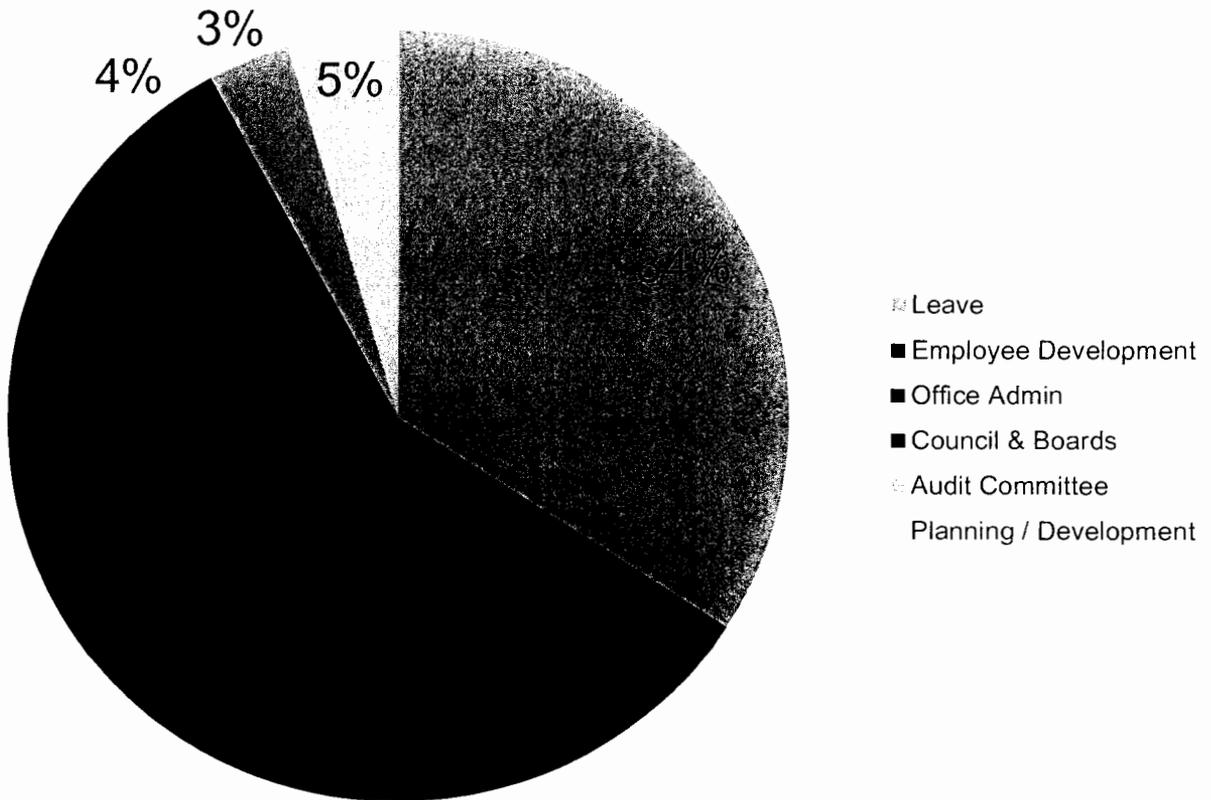
# Direct and Indirect Time

■ Direct ■ Indirect



Benchmark = 61% Direct Time

# Indirect Time



# Performance Measures

Measure	Target	Actual	Delta
Assignments Completed / FTE	8	5.5	(2.5)
Client Satisfaction [1 to 5]	4	4.8	+0.8
Client Action Plans Completed	80%	75%	(5%)

End of Report

**MILL MOUNTAIN ADVISORY BOARD  
ANNUAL REPORT 2015-2016**

Mayor Lea and Members of City Council,

I am pleased to report on the activities of the Mill Mountain Advisory Board. The members take their responsibilities to the citizens of Roanoke seriously and are committed to their task.

Attendance—remains very high with the exception of one member who has a conflict with another appointed Board position. Despite indicating a desire to serve on MMAB on multiple occasions, he has not attended meetings. New Chair, Matt Bullington, will be contacting him.

Constituent Reports—

**Zoo:** We have been briefed on changes in direction at MMZ, the ongoing reaccreditation process, new programs and changes in animal collection. In addition, Chairwoman Dye and Dr. Sarah Karpanty have continued to pursue strengthening the relationship between Virginia Tech and MMZ.

**Mill Mountain Garden Club:** Continues to endeavor to convert the Garden to all indigenous species, increase use of Amphitheater, and work in cooperation with MMZ and Discovery Center to coordinate projects. The Club reported on a very successful Historic Garden Tour Week.

**Discovery Center:** Attendance remains strong with educational and recreational programs offered throughout the year.

Mill Mountain Month—

A day of activities was planned for last October but was cancelled due to inclement weather. The goal was to highlight the Zoo, Wildflower Garden and Discovery Center in a coordinated program of activities. The history of Roanoke and Mill Mountain, the Old Concrete Road and Star was included in the program plan. The Old Concrete Road was declared an Endangered Historic Site by Virginia Preservation.

Prospect Road (Old Concrete Road)—

After being declared an Endangered Historic Site, Mr. Buschor assured the members of the Board it would be a priority in the Parks and Recreation budget and agenda. The importance of this Road to our City's identity, tourism and local events/fundraising should be a priority.

Urban Forrester: Members have walked trails and Road with representative of this department to identify dangerous trees/limbs, invasive kudzu, and other concerns.

Storm Water Drainage: Despite an elegant drainage system on Mill Mountain, storm water drainage is often backed up with debris, causing water to rush under the road and walls. Debris builds up on the road, causing a hazard for cyclists and runners. At our request, an engineer from this Department was asked to evaluate. We are awaiting that report.

Signage: Because GPS and similar systems do not accurately lead tourists to the Zoo and Star, we have requested larger and more detailed signs at the junction of Walnut Avenue and Sylvan Road, to prevent motorists from turning on to Sylvan Road. The addition of small yellow signs attached to the directional signs indicating “GPS Not Advisable” was suggested. (These signs are used throughout the country.) The Chair has discussed this and other concerns with the appropriate Department on multiple occasions.

GPS to Zoo/Star: This remains a significant problem as GPS directs visitors to a private residence. Many tourists cannot reach the Zoo and Star as a result. While not seen by staff, we can report a very significant number of tourists affected by this—their frustration and confusion is an unfortunate experience for them.

Louise Kegley, who has faithfully served this Board for many years, stepped aside and her daughter will be the new representative of the Fishburn Family.

We were all saddened by the illness and passing of Steve Bushor, Director of Parks and Recreation.

Mr. Mayor and Members of City Council, it has been an honor to serve on this Board and as the Chair. I thank you for this opportunity to be a good steward of the iconic symbol of our Star City—Mill Mountain Park.

Respectfully Submitted,

Nancy V. Dye MD  
Mill Mountain Advisory Board

6.a.



**SHERMAN P. LEA, SR.**  
Mayor

# CITY OF ROANOKE

## CITY COUNCIL

215 Church Avenue, S.W.  
Noel C. Taylor Municipal Building, Suite 456  
Roanoke, Virginia 24011-1536  
Telephone: (540) 853-2541  
Fax: (540) 853-1145  
Email: [clerk@roanokeva.gov](mailto:clerk@roanokeva.gov)

**Council Members**  
William D. Bestpitch  
Michelle L. Dykstra  
Raphael E. "Ray" Ferris  
John A. Garland  
Anita J. Price  
David B. Trinkle

September 19, 2016

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

Dear Mayor Lea and Members of Council:

We jointly sponsor a request of Susan Jennings, Arts and Culture Coordinator to present the 2016 Writer on the Bus Program, at the regular meeting of City Council to be held on Monday, September 19, 2016, at 2:00 p.m.

Sincerely,

David B. Trinkle, Council Member

Michelle L. Dykstra, Council Member

DBT/MLD:ctw



SHERMAN P. LEA, SR.  
Mayor

# CITY OF ROANOKE

## CITY COUNCIL

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

b.b.

**Council Members**  
William D. Bestpitch  
Michelle L. Dykstra  
Raphael E. "Ray" Ferris  
John A. Garland  
Anita J. Price  
David B. Trinkle

September 19, 2016

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

Dear Mayor Lea and Members of Council:

Pursuant to Section 9, Elections by Council, when held, terms, etc., of the Roanoke City Charter, that during the month of September 1974 and during the month of September of the second year thereafter, the Council shall elect a City Clerk, a City Attorney and a Municipal Auditor, each of whom shall serve for a term of two years from the first day of October next following the date of their election and until their successor shall have been elected and qualified.

With your concurrence, I recommend that the following Council Appointed officers be reappointed for two-year terms ending September 30, 2018.

Stephanie M. Moon Reynolds, MMC, City Clerk  
Daniel J. Callaghan, City Attorney  
Troy A. Harmon, Municipal Auditor

Sincerely,

David B. Trinkle, Chair  
Roanoke City Personnel Committee

DBT:ctw



*T.a.l.*

# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council

**Meeting:** September 19, 2016

**Subject:** Acceptance and Authorization of Virginia Department of Transportation (VDOT) Smart Scale (HB2) Award for Transit Accessibility Improvements on Edgewood Street, SW and Appropriation of Funds (CM16-00135)

## **Background:**

The Greater Roanoke Transit Company, d/b/a Valley Metro, made application through VDOT's Smart Scale (HB2) program for FY17 funds to provide pedestrian amenities parallel to Edgewood Street, SW, in the City of Roanoke. Edgewood Street is a critical transit corridor. The bus stops on the east side of the street along the corridor are frequently used by residents. Valley Metro does not have the resources to administer the project and has requested that the City administer the project on their behalf.

## **Considerations:**

City staff has been notified that VDOT has awarded the City \$350,811 from the Smart Scale (HB2) program for the Edgewood Street Transit Accessibility Improvements project. Per VDOT's Standard Project Administration Agreement for Federal-aid Projects with the City (a copy of which is attached), there is no match requirement, however the City is required to meet all funding obligation and expenditure timelines or risk funding de-allocation.

The Edgewood Street Transit Accessibility Improvements project will provide continuous sidewalk on the east side of Edgewood Street, SW, between Windsor and Memorial Avenues, with improved Americans with Disabilities Act (ADA) accessible curb ramps. The City of Roanoke will administer and contract these improvements within the public rights of way.

## **Recommended Action:**

Accept VDOT's award of Smart Scale (HB2) grant funds for the Edgewood Street Transit Accessibility Improvements project in the amount of \$350,811.

Authorize the City Manager to execute the attached VDOT Standard Project Administration Agreement for Federal-aid Projects and Appendix A. Such documents shall be in a form approved by the City Attorney.

Authorize the City Manager to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds in the amount of \$350,811 in Smart Scale (HB2) funds.

Adopt the accompanying Budget Ordinance to establish a revenue estimate for the \$350,811 in Smart Scale (HB2) funds and appropriate funds in the same amount into expenditure account 08-530-9490, Edgewood Street Transit Accessibility Improvements.



CHRISTOPHER P. MORRILL  
City Manager

Distribution: Council Appointed Officers  
Sherman M. Stovall, Assistant City Manager for Operations  
Barbara A. Dameron, Director of Finance  
Robert K. Bengtson, P.E., Director of Public Works  
Philip C. Schirmer, P.E., L.S., City Engineer  
Carl Palmer, General Manager for Valley Metro

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

Project Number	UPC	Local Government
U000-128-390	109288	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 each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; 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 law 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. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
  - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

federal, state, and local laws and regulations. If the locality expends over \$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. 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.
  - l. 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.
  - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
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 and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
  - 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 federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this 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, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal 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, unless otherwise mutually agreed upon in writing.
  
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

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.

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.

Appendix A

Date: 9/6/2016

Project Number: U000-128-390 UPC: 109288 CFDA # 20.205 Locality: City of Roanoke

Project Location ZIP+4: 24015-2226	Locality DUNS# 006704316	Locality Address (incl ZIP+4): 215 Church Ave. SW Roanoke, VA 24011-1517
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**Project Narrative**

Scope:	Transit Accessibility Improvements on Edgewood St		
From:	Windsor Ave		
To:	Memorial Ave		
Locality Project Manager Contact Info:	Priscilla Cygielnik, 540-853-2035	Priscilla.Cygielnik@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	\$32,500	\$0	\$310,811	\$343,311
Estimated VDOT Project Expenses	\$2,500	\$0	\$5,000	\$7,500
Estimated Total Project Costs	\$35,000	\$0	\$315,811	\$350,811

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Local Share)
Preliminary Engineering	\$35,000	Smart Scale (HB2)	0%	\$0	\$35,000	\$32,500
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total PE</b>	<b>\$35,000</b>			<b>\$0</b>	<b>\$35,000</b>	<b>\$32,500</b>
Right of Way & Utilities				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total RW</b>	<b>\$0</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Construction	\$315,811	Smart Scale (HB2)	0%	\$0	\$315,811	\$310,811
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total CN</b>	<b>\$315,811</b>			<b>\$0</b>	<b>\$315,811</b>	<b>\$310,811</b>
<b>Total Estimated Cost</b>	<b>\$350,811</b>			<b>\$0</b>	<b>\$350,811</b>	<b>\$343,311</b>

**Total Maximum Reimbursement by VDOT to Locality (Less Local Share)**

\$350,811

**Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)**

\$343,311

**Project Financing**

Smart Scale (HB2) (HPP)					Aggregate Allocations
\$350,811					\$350,811

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual
- In accordance with Chapter 12.1.2.3 *Reprogramming Process Requirements* of the LAMP Manual, the locality shall complete project scoping on or before 08/30/2017
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$350,811 (if applicable)
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia, and VDOT's Instructional and Informational Memorandums
- This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for implementation of a Project Prioritization Process arise. Pursuant to the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3, this project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.

Authorized Locality Official and Date

Authorized VDOT Official and Date

Typed or printed name of person signing

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

26

T.a.l.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Virginia Department of Transportation's (VDOT) award to the City in the total amount of \$350,811 for the Smart Scale (HB2) program for the Edgewood Street Transit Accessibility Improvements project; authorizing the City Manager to execute a VDOT Standard Project Administration Agreement for Federal-aid Projects and Appendix A for the Transit Accessibility Improvements on Edgewood Street; and authorizing the City Manager to take certain other actions in connection with the above matters and project.

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

1. The City of Roanoke hereby accepts the VDOT award in the total amount of \$350,811 for the Smart Scale (HB2) program for the Edgewood Street Transit Accessibility Improvements project, with no required local match from the City, which project will provide a continuous sidewalk on the east side of Edgewood Street, S.W., between Windsor Avenue, S.W. and Memorial Avenue, S.W., with improved ADA accessible curb ramps, all as more fully set forth in the City Council Agenda Report dated September 19, 2016.

2. The City Manager is hereby authorized to execute a VDOT Standard Project Administration Agreement for Federal-aid Projects and Appendix A (Agreement), substantially similar to the one attached to the above-mentioned City Council Agenda Report, and as further described and set forth in such City Council Agenda Report. Such Agreement shall be approved as to form by the City Attorney.

3. The City Manager is hereby authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds in the total amount of \$350,811 from VDOT, for the above mentioned project, with any such documents to be approved as to form by the City Attorney.

ATTEST:

City Clerk.

*T.a.l.*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Virginia Department of Transportation Funds to the Edgewood Street Transit Accessibility Improvements project, 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 Federal Grant Funds	08-530-9490-9002	\$ 350,811
Revenues		
VDOT – Edgewood St Transit Imp	08-530-9490-9490	350,811

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.



*T.a.2.*

# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** September 19, 2016  
**Subject:** Department of Fire Programs Grant - FY17 (CM16-00132)

## **Background:**

The Fire Programs Fund was established by the General Assembly during the mid-1980s. Program funds are used to supplement the Fire-EMS budget in the General Fund. Program guidelines require that funds received are non-supplanting and may not be used to replace existing local funding.

Roanoke Fire-EMS has been awarded FY17 funding in the amount of \$314,881. The City of Roanoke will receive 90% of the allocation in the next funds disbursement scheduled for September 23, 2016. The remaining balance will be disbursed on June 30, 2017. The funds will be spent as follows:

Expendable Equipment < \$5,000	\$ 80,000
Training and Development	\$ 87,000
Wearing Apparel	\$82,881
Recruiting	\$ 5,000
Regional Fire Training Academy	<u>\$ 60,000</u>
	<b>\$314,881</b>

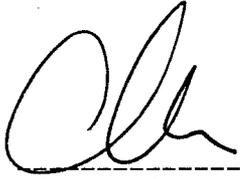
## **Considerations:**

Council action is required to accept the funds in the amount of \$314,881 from the Department of Fire Programs.

## **Recommended Action:**

Authorize the City Manager to accept the grant and file any documents, approved as to form by the City Attorney, setting forth the conditions of the FY17 Fire Programs Funds Grant, and to furnish such additional information as may be required.

Adopt the accompanying budget ordinance to establish a revenue estimate for Fire Program FY17 and to appropriate funding in the amount of \$314,881 into accounts to be established by the Director of Finance in the Grant Fund.



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Christopher P. Morrill  
City Manager

Distribution: Council Appointed Officers  
Director of Finance  
David Hoback, Chief Fire-EMS

Jhs

T.O.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of the FY2017 Fire Programs Funds Grant made to the City of Roanoke by the Virginia Department of Fire Programs, 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 Fire Programs the FY2017 Fire Programs Funds Grant in the amount of \$314,881, with no local match, such Grant being more particularly described in the City Council Agenda Report dated September 19, 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 by the Department of Fire Programs in connection with the acceptance of the foregoing Grant.

ATTEST:

City Clerk.



*T.a.a.*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from the Commonwealth of Virginia Department of Fire Programs, 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		
Expendable Equipment <\$5,000	35-520-3380-2035	\$ 80,000
Training and Development	35-520-3380-2044	87,000
Wearing Apparel	35-520-3380-2064	82,881
Recruiting	35-520-3380-2065	5,000
Regional Fire Training Academy	35-520-3380-9073	60,000
Revenues		
Fire Program FY17	35-520-3380-3380	314,881

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.



*T.A.3.*

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** Date going to Council  
**Subject:** E-911 Voice Logging Recorder Grant (CM16-00136)

### **Background:**

The Virginia E-911 Services Board administers an annual grant program to financially assist primary Public Safety Answering Points (PSAP). The grant program is designed for the purchase of equipment or services that support the continuity and enhancement of wireless E-911 across the Commonwealth.

The City of Roanoke's E-911 center applied for and was awarded a grant of \$150,000 for an individual voice logging recorder system. This award does not require a match of local funds and functions as a cash disbursement policy of reimbursement for expenditures specific to the grant award. The award is available starting July 1, 2016.

### **Recommended Action:**

Accept the PSAP grant and authorize the City Manager to execute the grant agreement and any necessary 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 Department of Technology Fund and appropriate funding in the amount of \$150,000 into account 13-430-9870-9007 (E-911 System Upgrades).

\_\_\_\_\_  
Christopher P. Morrill  
City Manager

Distribution: Council Appointed Officers  
Barbara A. Dameron, Director of Finance



**COMMONWEALTH of VIRGINIA**  
**Virginia E-911 Services Board**

Jeffrey D. Stern  
Chairman  
VDEM

Jim Junkins  
Vice Chairman  
Harrisonburg-  
Rockingham ECC

January 21, 2016

Dorothy Spears-Dean  
PSC Coordinator  
(804) 416-6201

Terry D. Mayo  
Board Administrative  
Assistant  
(804) 416-6197

David A. Von Moll  
Treasurer  
Comptroller

Danny Garrison  
Richmond Ambulance  
Authority

Dennis E. Hale  
Chief of Fire & EMS  
Dinwiddie County

Honorable Kevin W. Hall  
Sheriff of the City of  
Covington

Diane Harding  
Verizon Wireless

Steve Hudson  
Chief of Police  
Prince William County

Robert Layman  
AT & T

Anthony McDowell  
Fire Chief  
Henrico County

Nelson P. Moe  
CIO - VITA

Kathleen Seay  
Hanover County

Jolena Young  
Twin County

Dep Secretary Adam Thiel  
Office of the Governor  
Advisor

Dear Roanoke City PSAP:

Thank you for submitting a FY17 PSAP Grant application. Your application meets the current Grant Guidelines and was recommended for funding by the PSAP Grant Committee. I am pleased to advise you that the Virginia E-911 Services Board has approved your request. You have been awarded \$150,000 for your Individual Voice Logging Recorder project, grant ID 109.

Funding for this grant award will be available on a reimbursement basis beginning July 1, 2016. Reimbursements will only be made for items allowable under the current Grant Guidelines. All funding requests must be submitted on the Public Safety Grant Payment Request Form, which is available on the ISP website. The invoice(s) that substantiates the amount requested must be attached to the request at the time of submission.

Furthermore, an annual Financial and Programmatic Report will be required for this grant award until the project is complete. Upon project completion, you will need to close out the grant award with a final Financial and Programmatic Report.

Finally, in order for a funding request to be processed, the PSAP must have already submitted any required financial and grant progress reports for any previous fiscal years by the identified deadline. This includes required submission of any true-ups and supporting documentation.

If you have any questions, please do not hesitate to contact your Regional Coordinator or me. Congratulations on your grant award!

Sincerely,

Lisa Nicholson  
PSAP Grant Program Manager

*JWS*

*T.a.3.*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

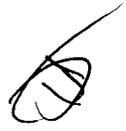
A RESOLUTION accepting the Public Safety Answering Point grant to the City from the Virginia E-911 Services Board, and authorizing execution of any required documentation on behalf of the City.

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

1. The City of Roanoke does hereby accept the Public Safety Answering Point grant offered by the Virginia E-911 Services Board in the amount of \$150,000 upon all the terms, provisions and conditions relating to the receipt of such funds. The grant, which requires no match by the City, is more particularly described in the City Council Agenda Report dated September 19, 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.



7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Virginia E-911 Services Board Grant to the E-911 Upgrades Hardware/Software project, amending and re-ordaining certain sections of the 2016-2017 Department of Technology 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 certain sections of the 2016-2017 Department of Technology Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Appropriated from State Grant Funds	13-430-9870-9007	\$ 150,000
Revenue		
E-911 Wireless Board State Grant	13-430-9870-9870	150,000

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

ATTEST:

City Clerk.



7.a.4.

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** September 19, 2016  
**Subject:** Contract Amendment with Blue Ridge Rescue Suppliers  
(CM16-00133)

### **Background:**

Firefighters have an inherently dangerous occupation and it is imperative that they have proper personal protection equipment. One of the most important pieces of equipment that a firefighter will wear is turnout gear.

Currently, Roanoke Fire-EMS has a contract with Blue Ridge Rescue Suppliers for turnout gear in an amount not to exceed \$70,000 per fiscal year. A contract amendment is needed to increase the not to exceed amount for fiscal year 2017 in the amount of \$80,000 to cover the replacement of failed gear and issue of new gear for the recruits.

### **Considerations:**

Council action is required to amend the contract by \$80,000 to a total not to exceed amount of \$150,000 for fiscal year 2017.

### **Recommended Action:**

Authorize the City Manager to sign any contract amendments and to transfer funding in the amount of \$80,000 from Budget Contingency (01-300-9410-2199) to Fire-EMS Operations Wearing Apparel (01-520-3213-2064).

-----  
Christopher P. Morrill  
City Manager

**Distribution:** Council Appointed Officers  
Director of Finance  
David Hoback, Chief Fire-EMS

JHS

7.0.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager's execution of Amendment No. 1 to the City's Contract with Blue Ridge Rescue Suppliers, Inc., in an amount not to exceed a total amount of \$150,000 for the 2017 fiscal year to cover the replacement of existing turnout gear and to purchase new gear for recruits.

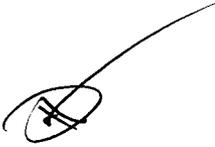
BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City Manager is hereby authorized to execute, for and on behalf of the City, in a form approved by the City Attorney, Amendment No. 1, to the City's contract with Blue Ridge Rescue Suppliers, Inc., in an amount not to exceed \$150,000 to cover the replacement of existing turnout gear and to purchase new gear for recruits, all as more fully set forth in the City Council Agenda Report dated September 19, 2016. The City entered into the original Contract with Blue Ridge Rescue Suppliers, Inc., on February 1, 2014, (Contract).

2. The City Manager is hereby authorized to take such further actions and execute all necessary documents as may be necessary to obtain, accept, implement, and administer such Amendment, with any such documents being approved as to form by the City Attorney.

ATTEST:

City Clerk



T.A.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to transfer funding from the General Fund Contingency account to the Fire EMS Operations Wearing Apparel account for personal protection equipment for Roanoke City Fire EMS, amending and reordaining certain sections of the 2016-2017 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2016-2017 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Wearing Apparel	01-520-3213-2064	\$ 80,000
Contingency	01-300-9410-2199	(80,000)

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

ATTEST:

City Clerk.



7.a.5.

# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** September 19, 2016  
**Subject:** Agreement Requiring City to Indemnify and Hold Harmless  
CHS, Inc., d/b/a/ Carilion Property Management (CM16-00134)

## **Background:**

The City of Roanoke is hosting the Roanoke GO Outside Festival which begins at 5:00 p.m., on Friday, October 14, 2016, and concludes at 5:00 p.m., on Sunday, October 16, 2015, at River's Edge Sports Complex. This annual event draws nearly 25,000 people and encourages healthy, active outdoor recreation. By combining the things outdoor enthusiasts love – camping, music, gear, races and demonstrations, the Roanoke GO Outside Festival is a celebration of everything outdoors. While various events and races will take place throughout the region, Rivers Edge Sports Complex North (Reserve Avenue) will serve as the festival headquarters. There will be activities to keep citizens of all ages and interests engaged and entertained.

In order to provide adequate parking for this event at Rivers Edge Sports Complex, CHS, Inc., d/b/a/ Carilion Property Management, owner of 6 Riverside Parking Garage, is requiring the City of Roanoke to sign an Agreement for this purpose. The Agreement contains a provision requiring the City of Roanoke to indemnify and hold harmless Carilion Property Management and affiliated corporate entities, and to defend any of them in the event any of them incurs damages, or if anything is damaged during the City of Roanoke's use of the premises. An indemnification and hold harmless provision constitutes a waiver of sovereign immunity, and any contract containing such a provision must be authorized by City Council. The City has requested that Carilion Property Management delete this provision; however, Carilion Property Management has declined to do so.

Attached is a resolution which authorizes the City Manager to execute an Agreement which allows the City to use a parking facility owned by CHS, Inc., d/b/a Carilion Property Management and which requires indemnification and holding harmless CHS, Inc., d/b/a/ Carilion Property Management and affiliated corporate entities in the event of alleged damages arising out of the City's use of the parking facility, such Agreement to be approved as to form by the City Attorney.

**Considerations:**

This Agreement would require the City of Roanoke to waive its sovereign immunity for the purpose of and during the time of parking for the event at Rivers Edge Sports Complex.

**Recommended Action:**

Adopt the attached resolution and authorize the City Manager and the City Clerk to execute and attest, respectively, the Agreement, in a form approved by the City Attorney, and take such other actions as may be required under that Agreement.



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

## CARILION PROPERTY MANAGEMENT

### HOLD HARMLESS AGREEMENT

Carilion Property Management agrees to allow the **City of Roanoke** use of the 6 Riverside Parking Garage for parking of patrons attending **The Roanoke GO Outside Festival** starting Friday, October 14, 2016 at 5 p.m. until Sunday, October 16, 2016 at 5 p.m.

This agreement may be rescinded or amended at any time by Carilion Property Management.

The **City of Roanoke** agrees to indemnify and hold harmless Carilion Health System and all its affiliated companies, including Carilion Property Management, from any and all liabilities arising out of the use of the said parking garage. They also agree to leave the parking garage in the same manner, as before occupancy and if need arises to have parking garage cleaned due to their use, they will be responsible for this cost. Security services will also be provided at these locations during the event.

Carilion representative: \_\_\_\_\_

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

Date: \_\_\_\_\_

City of Roanoke: \_\_\_\_\_

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

Date: \_\_\_\_\_

SST  
9/14/16

T.a.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing execution of an Agreement with CHS, Inc., d/b/a Carilion Property Management, in connection with the use of 6 Riverside Parking Garage during the 2016 Roanoke GO Outside Festival.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City, upon form approved by the City Attorney, an Agreement for the use of 6 Riverside Parking Garage from 5:00 p.m. on Friday, October 14, 2016, until 5:00 p.m. on Sunday, October 16, 2016, in connection with the Roanoke GO Outside Festival, such Agreement including a hold harmless and indemnification clause requiring the City of Roanoke to indemnify and hold harmless Carilion Property Management and all its affiliated companies, including CHS, Inc., under certain circumstances, from any and all liabilities arising out of the use of the parking garage, all of which is set out in the City Council Agenda Report dated September 19, 2016.

ATTEST:

City Clerk.



**ROANOKE CITY  
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City

September 19, 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,  
September 13, 2016, the Board respectfully requests that City  
Council approve the following appropriation requests:

<u>New Appropriations</u>	<u>Award</u>
Excellence in Co-Teaching Initiative - Summer 2016	\$7,500.00
CTE Equipment for High-Demand, High-Skill, Fast-Growth Industry Sectors 2016-17	\$10,777.63
STEM-H Student Credentials, Materials, and Teacher Professional Development 2016-17	\$4,019.77

<u>Revised Appropriation</u>	<u>Additional Award</u>
Juvenile Detention Home and Child Development Clinics 2016-2017	\$1,371.33

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



# CITY COUNCIL AGENDA REPORT

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

## Background:

As the result of official Roanoke City School Board action at its September 13, 2016 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The Excellence in Co-Teaching Initiative - Summer 2016 grant of \$7,500 provides funds for a professional development model that promotes access to the general education curriculum for students with disabilities and co-teaching practices. Breckinridge Middle School was selected to serve as a co-teaching demonstration site to showcase the implementation of co-teaching practices. This grant is available under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611 funds, and must be used to support the academic achievement of students with disabilities. The program will be fully reimbursed by federal funds and will end September 30, 2016.

The Career and Technical Education (CTE) 2016-17 equipment grant of \$10,778 provides funds for students with classroom experiences that translate to the 21st Century workforce. This program will be paid for by the Commonwealth's Lottery Proceeds Fund. The program will be fully reimbursed by state funds and will end June 2, 2017.

The STEM-H Student Credentials, Materials, and Teacher Professional Development 2016-2017 grant of \$4,020 provides funds to support industry credentialing testing materials for students and professional development for instructors. This new appropriation is from the Lottery Proceeds Fund. The program will be fully reimbursed from state funds and will end May 31, 2017.

The Juvenile Detention Home and Child Development Clinics 2016-2017 grant of \$1,371 provides funds from the State Operated Programs for educational services provided at the Roanoke Valley Juvenile Detention Home and the Virginia Department of Health's Roanoke Child Development Clinics. This is a revision to the original award allocation. The program will be fully reimbursed by state funds and will end March 30, 2017. This is a continuing program.

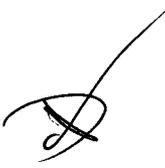
**Recommended Action:**

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



Barbara A. Dameron  
Director of Finance

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



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal and Commonwealth 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

Materials and Supplies Office	302 - 120 - 0000 - 0210 - 113L - 61410 - 46601 - 3 - 02	\$ 5,000
Supplies		
Personnel Services - Other	302 - 120 - 0000 - 0210 - 113L - 61210 - 41129 - 3 - 02	2,500
Stipend		
Career & Technical Education	302 - 170 - 3000 - 1160 - 317L - 68200 - 48110 - 3 - 03	10,778
Equipment		
Testing and Evaluation	302 - 170 - 3000 - 1160 - 319L - 61100 - 45584 - 3 - 03	4,020
Juvenile Detention Education	302 - 110 - 0000 - 1070 - 316L - 61100 - 41138 - 9 - 09	32,671
Coordinators/Instructors		
Retiree Health Credit	302 - 110 - 0000 - 1070 - 316L - 61100 - 42200 - 9 - 09	1,051
Social Security/FICA	302 - 110 - 0000 - 1070 - 316L - 61100 - 42201 - 9 - 09	2,743
Virginia Retirement System	302 - 110 - 0000 - 1070 - 316L - 61100 - 42202 - 9 - 09	6,442
Health/Dental Insurance	302 - 110 - 0000 - 1070 - 316L - 61100 - 42204 - 9 - 09	22,887
State Group Life Insurance	302 - 110 - 0000 - 1070 - 316L - 61100 - 42205 - 9 - 09	1,144
Professional Development	302 - 110 - 0000 - 1070 - 316L - 61100 - 45554 - 9 - 09	(91,000)
Mileage	302 - 110 - 0000 - 1070 - 316L - 61100 - 45551 - 9 - 09	300
Indirect Costs	302 - 110 - 0000 - 1070 - 316L - 61100 - 62000 - 9 - 09	1,570
Related Services	302 - 110 - 0000 - 1070 - 316L - 61100 - 43313 - 9 - 09	1,000
Instructional Supplies	302 - 110 - 0000 - 1070 - 316L - 61100 - 46600 - 9 - 09	(800)
Textbooks/Workbooks	302 - 110 - 0000 - 1070 - 316L - 61100 - 46613 - 3 - 09	(300)
Internet Services	302 - 110 - 0000 - 1070 - 316L - 61100 - 45523 - 9 - 09	(2,300)
Technology	302 - 110 - 0000 - 1070 - 316L - 61100 - 46650 - 3 - 09	17,600
Education Coordinators	302 - 110 - 0000 - 1400 - 316L - 61100 - 41138 - 9 - 09	(13,798)
Retiree Health Credit	302 - 110 - 0000 - 1400 - 316L - 61100 - 42200 - 9 - 09	56
Social Security/FICA	302 - 110 - 0000 - 1400 - 316L - 61100 - 42201 - 9 - 09	(1,056)
Virginia Retirement System	302 - 110 - 0000 - 1400 - 316L - 61100 - 42202 - 9 - 09	(2,023)
Health/Dental Insurance	302 - 110 - 0000 - 1400 - 316L - 61100 - 42204 - 9 - 09	25,138
State Group Life Insurance	302 - 110 - 0000 - 1400 - 316L - 61100 - 42205 - 9 - 09	46

Revenues

Federal Grant Receipts	302 - 000 - 0000 - 0000 - 113L - 00000 - 38027 - 0 - 00	\$ 7,500
State Grant Receipts	302 - 000 - 0000 - 0000 - 317L - 00000 - 32252 - 0 - 00	10,778
State Grant Receipts	302 - 000 - 0000 - 0000 - 319L - 00000 - 32349 - 0 - 00	4,020
State Grant Receipts	302 - 000 - 0000 - 0000 - 316L - 00000 - 32220 - 0 - 00	1,371

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.

*Handwritten signature*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION commending the Blue Ridge Land Conservancy upon its 20<sup>th</sup> anniversary.

WHEREAS, the City of Roanoke, in the heart of Virginia's Blue Ridge region, is blessed with abundant natural resources, including the Blue Ridge Mountains, the Roanoke River, forests, streams, and scenic views;

WHEREAS, there are numerous outdoor parks, byways, and venues in the Roanoke region, including the Blue Ridge Parkway, the Appalachian Trail, Mill Mountain and Carvins Cove;

WHEREAS, the Virginia's Blue Ridge region is also blessed with a vibrant agricultural economy and a history of agriculture;

WHEREAS, agriculture is the largest industry in the Commonwealth and tourism accounts for billions of dollars of spending each year in Virginia;

WHEREAS, Roanoke's economy has flourished due the presence of these many amenities, which draw new businesses, entrepreneurs, and young professionals to the Virginia's Blue Ridge region;

WHEREAS, the Blue Ridge Land Conservancy was originally founded in 1996 in the City of Roanoke as the Western Virginia Land Trust;

WHEREAS, the mission of the Blue Ridge Land Conservancy is to protect forever our region's natural resources and amenities;

WHEREAS, the Blue Ridge Land Conservancy has protected over 17,000 acres of land and almost 40 miles of rivers and streams in the Roanoke region, including Carvins Cove, Mill Mountain, lands along the Blue Ridge Parkway and the Roanoke River;

WHEREAS, the Blue Ridge Land Conservancy partners with Roanoke City schools to provide SOL-compliant outdoor education programs for City fourth graders;

WHEREAS, the Blue Ridge Land Conservancy is celebrating its 20<sup>th</sup> anniversary on October 7, 2016;

WHEREAS, the Blue Ridge Land Conservancy has made a profound impact on the quality of life for Roanoke residents for the past twenty years; and

WHEREAS, the Blue Ridge Land Conservancy's conservation efforts will continue to have a profound impact on future generations of Roanoke residents.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke, Virginia that the Blue Ridge Land Conservancy be, and it is hereby, commended for its twenty years of service to the citizens of Roanoke, and it is congratulated upon the occasion of its 20<sup>th</sup> anniversary.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION designating a Voting Delegate and Alternate Voting Delegate for the Annual Business Session and meetings of the Urban Section of the Virginia Municipal League and designating a Staff Assistant for any meetings of the Urban Section.

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

1. For the Annual Business Session of the Virginia Municipal League to be held during the League's 2016 Annual Conference scheduled for October 9 - 11, 2016, and for any meetings of the Urban Section held in conjunction with the Annual Conference of the League, The Honorable \_\_\_\_\_ is hereby designated Voting Delegate, and The Honorable \_\_\_\_\_ is hereby designated Alternate Voting Delegate.

2. For any meetings of the Urban Section of the Virginia Municipal League to be held in conjunction with the League's 2016 Annual Conference, \_\_\_\_\_, Assistant City Manager, shall be designated Staff Assistant.

3. The City Clerk is directed to complete any forms required by the Virginia Municipal League for designation of Voting Delegate, Alternate Voting Delegate, and Staff Assistant and to forward such forms to the League.

ATTEST:

City Clerk.

10.6.



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council

**Meeting:** September 19, 2016

**Subject:** A request by the City of Roanoke to consider an amendment to *Vision 2001-2020*, the City's comprehensive plan, by the adoption of a new Wireless Telecommunications Facilities Policy dated September 12, 2016, to replace the existing policy adopted by City Council on May 20, 2004.

## **Recommendation**

The Planning Commission held a public hearing on Monday, September 12, 2016. By a vote of 5 - 0 the Commission recommended an amendment to *Vision 2001-2020*, the City's comprehensive plan, by the adoption of a new Wireless Telecommunications Facilities Policy dated September 12, 2016, to replace the existing policy adopted by City Council on May 20, 2004.

The policy will help to ensure that the City of Roanoke's practices with respect to wireless telecommunications technology comply with federal and state regulations, address advances in wireless telecommunications technology, minimize the visual impact of emerging wireless telecommunications facilities technology, and promote comprehensive wireless coverage and capacity in the City of Roanoke.

## **Background**

In 2004, the City adopted the Wireless Telecommunications Facilities Policy regarding the visibility and visual impact of wireless infrastructure across the entire City. This was followed by the inclusion of wireless facilities in the text of the newly adopted Zoning Ordinance in 2005. Since that time, this policy and the zoning regulations have remained the same while the wireless industry has seen dramatic change in terms of consumer demand, available technology, and federal regulation.

The newly drafted Wireless Telecommunications Facilities Policy will provide applicants, service providers, property owners, and all City residents clear guidance on the policies of the City of Roanoke regarding Wireless Telecommunications Facilities (WTF) on public and private land. The policies established and the standards and approaches recommended by this document should be used by wireless telecommunications service providers and tower development entities as a guide when selecting WTF sites and designs within

the City. In addition, the City of Roanoke should use these policies as a guide in the review and evaluation of any requests for Wireless Telecommunications Facilities, including the amendment of development regulations within the City's Zoning Ordinance. Such standards and regulations should create a uniform approach toward analyzing and processing Wireless Telecommunications Facilities siting requests from a land use perspective.

The Wireless Telecommunications Facilities Policy recognizes new and emerging wireless telecommunications technology, applicable federal regulations pertaining to the same, and growing demand for such technology; recommends changes to the City's zoning ordinance; allows such technology to be permitted administratively and by the Board of Zoning Appeals; requires removal of discontinued facilities; and provides for third party technical review and fees related thereto. Such policy also relates to placement of facilities within the right-of-way and on private property in manners which achieve comprehensive coverage while minimizing the visual impact of facilities.

### **Considerations**

Since the last policy was drafted in 2004, significant changes have occurred in the wireless industry. In order to address the changes in consumer demand, available technology, and federal regulation, the City of Roanoke began a process to update this policy by enlisting assistance from the Roanoke Valley-Alleghany Regional Commission (RVARC), a consultant specialized in wireless telecommunications facilities, and input from residents and stakeholders.

Prepared by the staff of RVARC and dated November 24, 2014, the City of Roanoke Wireless Telecommunications Facilities Policy and Regulations Background Information and General Recommendations directed the City to explore: expanded collocation options and administrative review of noninvasive facilities; clear policies that are applied equitably; and community engagement and professional assistance from outside consultants.

The City further sought assistance from citizens via survey and public input meetings, while contracting with a consultant specializing in wireless telecommunications facilities. The input received through this process was invaluable and all comments were carefully considered when drafting the policies and actions found in this document. Below are short synopses of input received through the survey and public input meetings. Complete survey results may be found in Appendix B of the Wireless Telecommunications Facilities Policy.

1. A survey conducted between March 9, 2015, and April 20, 2015, with 152 respondents revealed that more, smaller wireless facilities were preferred over fewer, taller facilities with stealth facilities and wooden masts extending 10 feet over the tree line the most popular options. Respondents also responded well to smaller facilities especially within the public right-of-way and asked that towers be removed if they became obsolete. Preferred locations that took into consideration factors above and beyond land use to include topography, neighborhood preservation, and available technology

noting that most lower economic neighborhoods were adjacent to industrial zoning and would be disproportionately affected.

2. An initial public input meeting was held on Tuesday, April 14, 2015, in the Auditorium of the Main Library. The meeting was publicized twice through MyRoanoke/CivicSend email blasts from Neighborhood Services, social media, and a WSLSTO interview, which aired several times. In total, six persons attended representing members of the wireless industry, government, and the community. Most comments centered on the visual impacts and viability of available and emerging technology, crafting predictable regulations, and realities faced by the wireless industry.
3. Two public meetings were held on April 7, 2016, at the Municipal Building with a Noon session and an evening session that followed. The meetings were publicized through MyRoanoke/CivicSend email blasts from Neighborhood Services, social media, and several media interviews. In total, eight individuals attended representing members of the wireless industry, government, and the community. The input stressed a focus on stealth facilities and the use of an outside consultant to help review proposals for wireless facilities.

#### Conformity with the Comprehensive Plan:

The draft Wireless Telecommunications Facilities Policy is aligned with the general policies on wireless telecommunications facilities established in *Vision 2001-2020*, the City's Comprehensive Plan.

Relevant *Vision 2001-2020* policies:

#### *3.4 Infrastructure: Transportation, Technology, Utilities*

- *IN P6. Technology environment and infrastructure. Roanoke will create an environment for electronic government and technology businesses through planning, development of favorable policies, and incentives for technology infrastructure. Roanoke will facilitate development of the capacity and coverage of fiber-optic, cable, and wireless communication networks. The visual impact of telecommunication facilities will be minimized by co-location and placement of towers in strategic locations.*

#### *3.2 Environmental, Cultural, and Historic Resources*

- *EC A11. Adopt zoning regulations that address communication towers to minimize their visual impact.*

#### Public Comments:

None.

Planning Commission Work Session:

None.

Planning Commission Public Hearing:

Max Wiegard, Partner, Gentry Locke Attorneys, stated he represented a client who was an applicant through this process approximately two years ago, and he spoke in support of the adoption of the proposed Wireless Telecommunications Facilities Policy, stating that his clients would prefer:

1. A clear policy, indicating City preferences with regard to design and location of towers and other facilities;
2. That the clear policy be used as a guideline by Applicants for siting and design, as well as the City when reviewing those applications so that the applications can be reviewed efficiently and effectively;
3. That we have a uniform application of the policy regardless of what application came before the Planning Commission and City Council.

Mr. Wiegard said he is very pleased to see the final product and asked that the Planning Commission vote in favor of the adoption of the proposed Wireless Telecommunications Facilities Policy.

  
Lora J. Katz, Acting Chair  
City Planning Commission

Attachment: Wireless Telecommunications Facilities Policy  
dated September 12, 2016

c: 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

# **Wireless Telecommunications Facilities Policy**

*A Technology Vision  
for 2020  
and Beyond*

September 12, 2016



**Wireless Telecommunications Facilities Policy**  
**A Technology Vision for 2020 and Beyond**

## Introduction:

The purpose of this document is to provide applicants, service providers, property owners, and all City residents clear guidance on the policies of the City of Roanoke regarding Wireless Telecommunications Facilities (WTF) on public and private land. The policies established, and the standards and approaches recommended, by this document should be used by wireless telecommunications service providers and tower development entities as a guide when selecting WTF sites and designs within the City. In addition, the City of Roanoke should use these policies as a guide in the review and evaluation of any requests for Wireless Telecommunications Facilities, including the amendment of development regulations within the City's Zoning Ordinance. Such standards and regulations should create a uniform approach toward analyzing and processing Wireless Telecommunications Facilities siting requests from a land use perspective.

## History of Wireless Planning in the City of Roanoke:

In the 1980s, the first generation of cell phones was launched. These were large, bulky phones on an analog system with the limited ability of making and receiving phone calls. This was followed in the 1990s by second and third generation phones. Devices continued to shrink in size while expanding capabilities including texting, internet access, and Global Positioning System (GPS) navigation on a digital network. The 1990s is really when cell phones became mainstream and providers began rapidly expanding their network infrastructure. Collocations were unheard of, with each carrier erecting their own towers and antennas.

Many localities nationwide began regulating these facilities and in many cases prohibited them all together. In response, because of Federal Licensure for the frequencies managed by the Federal Communications Commission (FCC) as a "Federal Undertaking", Section 704 of the Telecommunications Act of 1996 (47 USC\_332) was adopted which preserved local zoning authority but imposed four limitations for local government.

1. Shall not "unreasonably discriminate" among providers of functionally equivalent services and shall not prohibit or have the effect of prohibiting service.
2. Must act on a request within "reasonable period of time". This was further defined in 2009 by the "shot clock" ruling which requires localities to act upon a wireless application within 90 days for collocations and 150 days for new towers.
3. Decision to deny must be "in writing" and supported by "substantial evidence".
4. All sites must conform to all published Federal Code and Practices concerning radio frequency (RF) emissions.

After the 1996 *Telecommunications Act*, the City of Roanoke began actively planning for Wireless Telecommunications Facilities. In 1997, City Council adopted a policy for communications towers sited on City-owned land. The adoption of *Vision 2001-2020, the City's Comprehensive Plan*, in August 2001 further established general policies on wireless telecommunications facilities.

- 3.4 Infrastructure: Transportation, Technology, Utilities
  - IN P6. Technology environment and infrastructure. Roanoke will create an environment for electronic government and technology businesses through planning, development of favorable policies, and incentives for technology infrastructure. Roanoke will facilitate development of the capacity and coverage of fiber-optic, cable, and wireless communication networks. The visual impact of telecommunication facilities will be minimized by co-location and placement of towers in strategic locations.
  
- 3.2 Environmental, Cultural, and Historic Resources
  - EC A11. Adopt zoning regulations that address communication towers to minimize their visual impact.

In 2004, the City adopted the *Wireless Telecommunications Facilities Policy* regarding the visibility and visual impact of wireless infrastructure across the entire City. This was followed by the inclusion of wireless facilities in the text of the newly adopted Zoning Ordinance in 2005. Since that time, this policy and the zoning regulations have remained the same while the wireless industry has seen dramatic change in terms of consumer demand, available technology, and federal regulation.

### **Demand on Wireless Providers:**

Consumers are increasingly relying upon cell phones, smart phones, and the wide range of wireless devices available instead of landline phones and wireline internet connections. Dependable access without signal loss is viewed by many as essential to their daily lives. The increasing number of wireless users, wireless devices, and data traffic, including the continued evolution of broadband networks deployed by "Generations" or "G", such as 1G/analog, 2G/cell phone, 3G/smart phone, 4G/universal personal communicator device, and soon 5G, will mean more wireless telecommunications facilities will be required to build enough capacity to meet demands.

National studies by industry leaders and nonpartisan fact tanks alike have consistently backed these claims with real numbers. A local on-line survey with 125 respondents conducted by the Department of Planning, Building, and Development from March 9, 2015 to April 20, 2015 yielded similar results. Most respondents reported that they saw their wireless device(s) as a necessity (81%); used phone and/or data service several times a day (86%); and had cancelled their land line phone (60%); but rated their quality of coverage at their residence as average (41%) or poor (20%).

The demand is here, the service is not, and providers will respond. The ever increasing number of wireless users coupled with the launch of new generations in wireless technology has had and will have a significant impact on demand. Wireless providers must consider both coverage (geographical area) and capacity (number of users) to deliver the services expected by their customers which will result in expanded infrastructure.

### Available and Emerging Technology:

#### **A. Near Term -----2016 - 2020**

Successful wireless service requires the principle of what is known as "Up-link and Down-link". Simply put, the wireless device must be able to "Receive" the transmission from the WTF and then be able to "Transmit" back to the WTF to complete the channel linkage. This will be the challenge in the "wireless world" because of the location of the telecommunications device (Smart Phone, Tablet, Device/Cell phone, etc.) in relationship to the WTF.

Wireless service requires both coverage of particular areas and channel capacity within those areas to be fully functional. The technology surrounding wireless infrastructure is continually evolving to meet the demands of consumers. As radio coverage evolves in strategic deployment of antenna placement and channel creation, new technologies have been developed to meet growing demand such as DAS (Distributed Antenna Systems) and other small/micro cell systems that seen as viable alternatives to address both coverage and capacity within systems.

#### Cell Hierarchy for Wireless Telecommunications Facilities

The basic principle in the deployment of wireless technology for current 4G and future technology innovations is the wireless telecommunications facility. Towers, rooftops, water tanks, tall signs and any elevated structures can accommodate antennas and equipment. This is why the reference to wireless telecommunications facilities or "WTF" encompasses several basic components. They are:

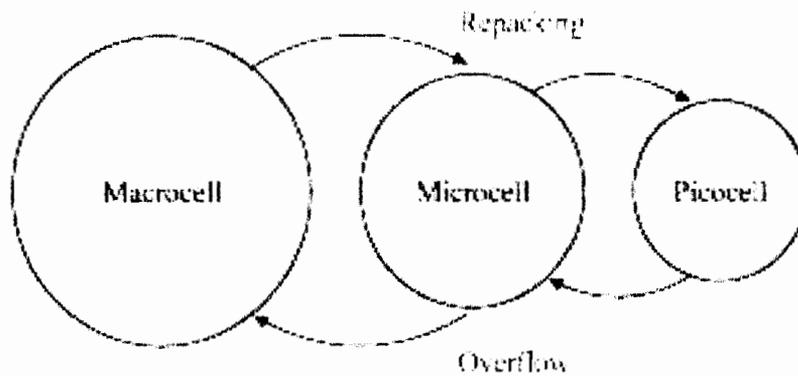
1. Antennas
2. Cable
3. Base Equipment cabinets/shelter
4. Power source
5. Backhaul capability
6. Mounting devices
7. Structure to mount to: tower, water tank, street lamp post, roof tops, commercial signage, etc.

Think of "Cell Sites" in three classifications from a height and equipment perspective

They are:

1. Macrocell..... 151' to 199' above ground with a 9 to 16 antenna panel array.
2. Microcell..... 100' to 150' above ground with a 6 to 9 antenna panel array.
3. Picocell..... 40' to 99' above ground with a 1 to 3 antenna panel array.

The networks of today and the future will include all 3 types of "Cell Sites".

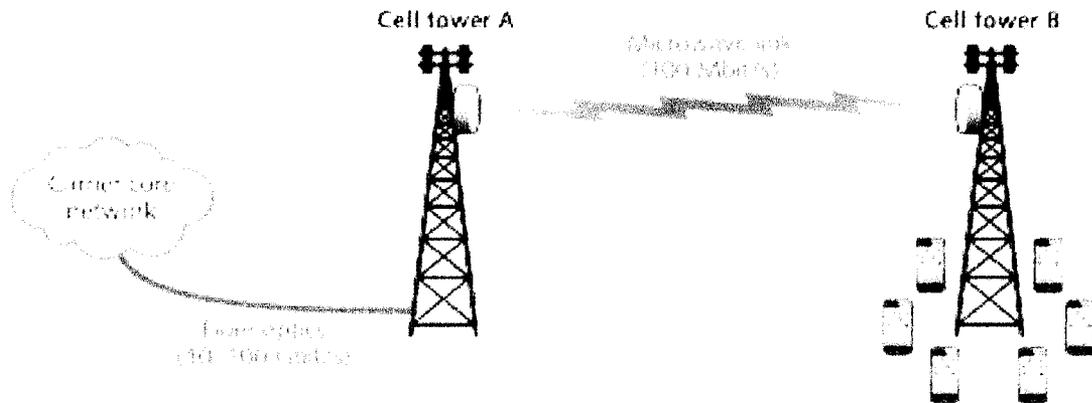


### Macrocell Systems

Macrocell (or Full Site) systems enable service providers to deliver voice, text, and broadband communications through high powered radiofrequency (RF) signals to large geographic areas. These systems are typically characterized by multiple provider antennas affixed to tall, freestanding towers (on platforms for each service provider known as "slots"), the top of tall buildings, or water tanks.

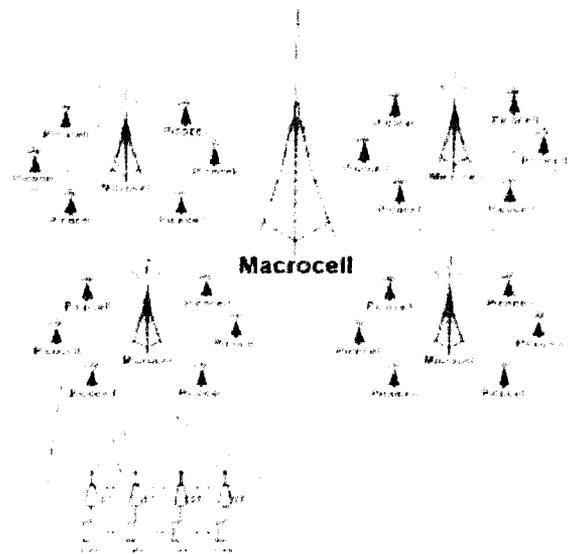
Macrocells have the highest coverage and capacity capabilities of all system types; however, increasing demand for wireless technology is quickly exceeding the network capacity of these sites. In other words, regardless of how far a wireless signal is able to penetrate a defined geographic area, each facility can still only accommodate a certain number of consumers/subscribers at a time. More demand and fewer channels to accommodate this demand are known as "Channel Congestion". Therefore, more facilities at lower heights or the deployment of supplemental systems are most effective in high density areas.

## Typical Macrocell



## Small Cell Systems

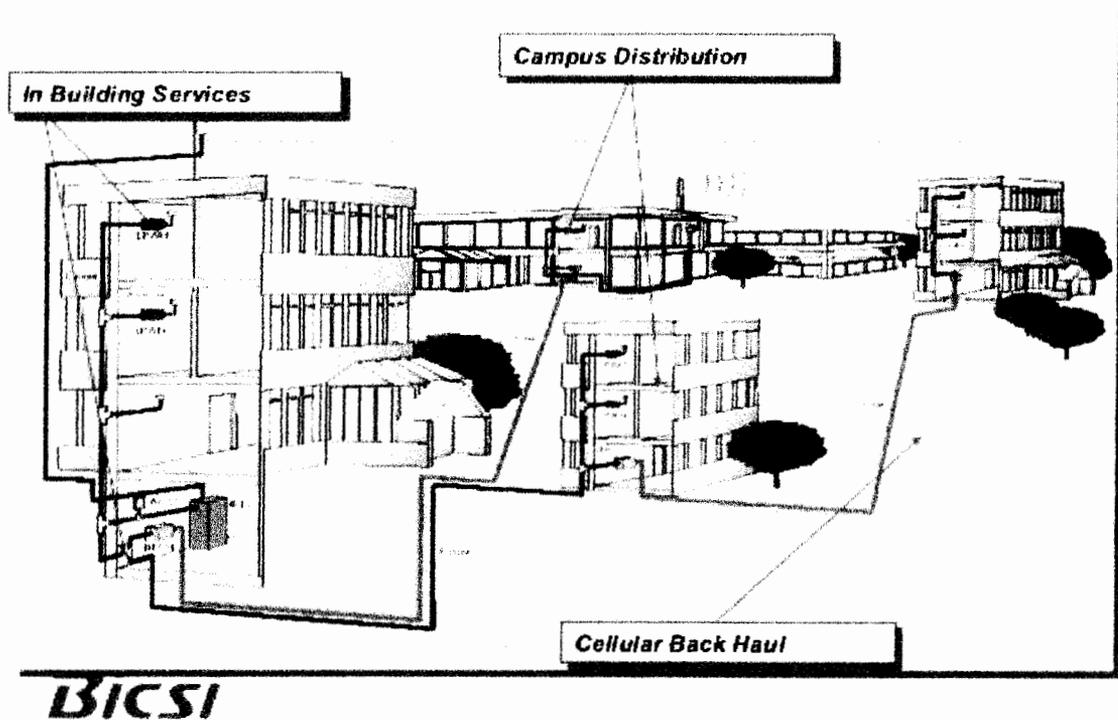
Small cell system is an umbrella term for **Microcell and Picocell systems**. These systems provide small footprint coverage to high traffic areas in need of supplemental capacity to support existing macrocell coverage much like Distributive Antenna Systems or "DAS". The advantages of a Small Cell System are the ability to deploy individually to support a larger network and that the costs are less than that of DAS technology. However, while small cell systems are cheaper to install than DAS, they are typically installed piecemeal in isolated areas rather than as part of a larger system and are limited to one carrier per unit (accommodating as few as 80 users). The disadvantages for Small Cell Systems are that they have limited bandwidth and can only deliver a single wireless communication technology. They are typically placed at low elevations on buildings or poles in the public right of ways.



## Distributed Antenna Systems (DAS)

Distributed Antenna Systems (DAS) increase capacity of existing macrocell systems by distributing radiofrequency signals in a small defined geographic area from, and aggregate return signals to, a central hub. They typically cover targeted areas both indoors and outdoors with medium to high capacity requirements. One DAS unit transceiver can support one carrier. Multiple carriers use DAS to support their individual networks. The design capacity for DAS (each accommodating up to 200 simultaneous users subscribers) support Wi-Fi which can be used to off-load data traffic from capacity constrained macrocell systems, and can be deployed individually covering a few blocks or as part of a larger system serving an entire city.

## Distributed Antenna Systems



DAS systems are typically placed on buildings or existing poles in the public right-of-way such as utility, street lights, traffic signals, and so forth at relatively low and uniform heights and then hardwired back to a central hub. The systems are very scalable and efficient, but have high initial costs due to design and the construction complexity of the network.

## **B. Far Term-----2020 and Beyond**

### WhiteFi

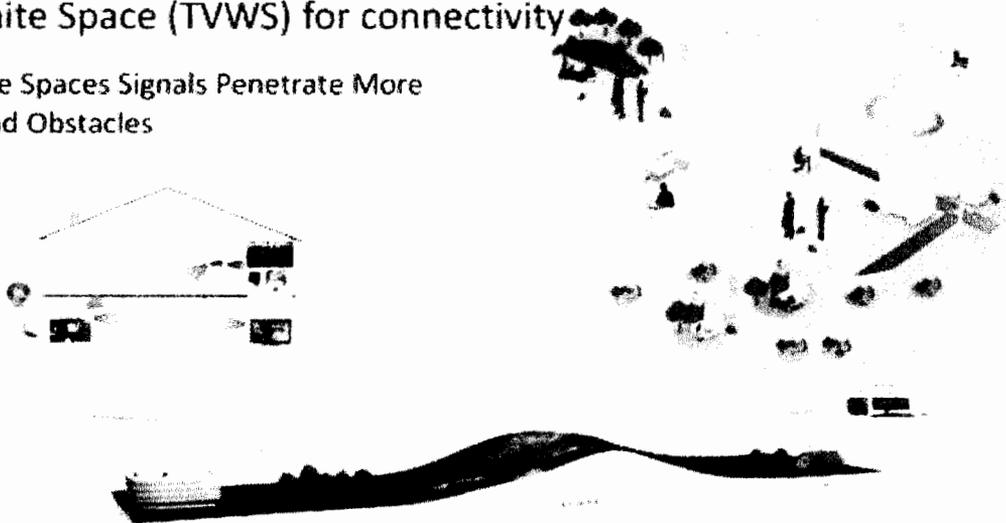
On the horizon is the use of television surplus analog frequency known as "White Space" or "WhiteFi" which allows longer transmissions and more penetration into buildings and urban canyons. This would make the deployment of higher speed services like 4G LTE more cost effective. The Federal Communications Commission (FCC) planned to auction off parts of the TV spectrum, voluntarily provided by broadcasters for compensation, in mid-2015 to wireless carriers. The National Association of Broadcasters challenged the auction through a lawsuit filed in November 2014 citing potential loss of viewership effectively stalling the auction until a final ruling.

## **TV White Space:**

**Enabling connectivity, enhances life, connecting business (eGov Services)**

TV White Space (TVWS) for connectivity

TV White Spaces Signals Penetrate More Walls and Obstacles



- In a typical home, a Wi-Fi signal can penetrate up to two walls. At the same power, a TV white spaces signal can penetrate more walls and obstacles, enabling whole home media distribution.
- This will simplify and enrich in-home/in-building networking opportunities.

## WiMAX

### Worldwide Interoperability for Microwave Access:

Wi-Max is like Wi-Fi but it has higher data rate speed over greater distances and can retain more users. Its main purpose is Internet Everywhere. WiMAX will take desktop computing and change it smoothly into the mobile laptop. It can enable you to take your laptop mobile anywhere you want with internet connectivity; the same way you are carrying your mobile phone with you.

WiMAX is designed to deliver broadband multimedia data ubiquitously over wireless links. It mainly consists of two things: a tower and receiver.

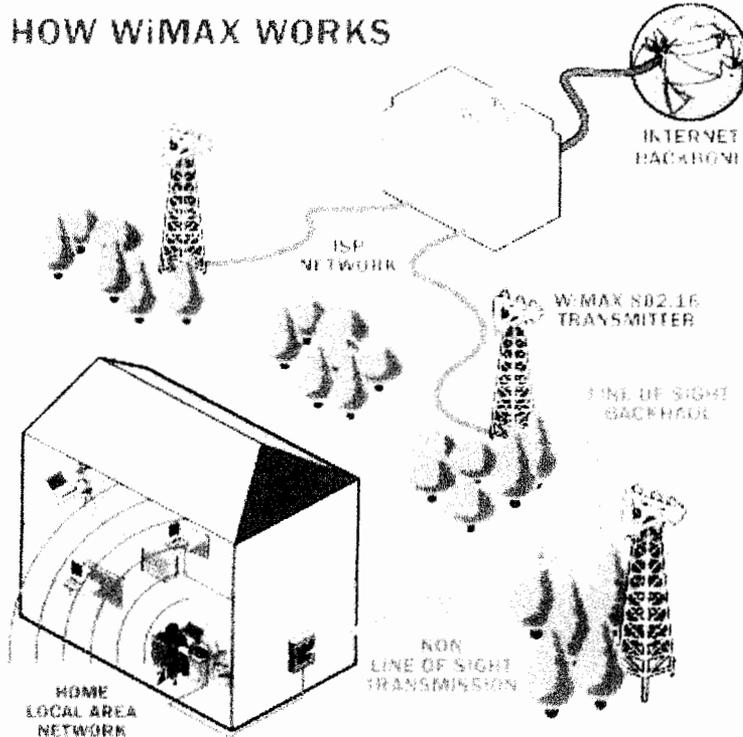
**A WiMAX tower:** Similar in concept to a cell-phone tower - A single WiMAX tower can provide coverage to a very large area -- as big as 3,000 square miles (~8,000 square km).

**A WiMAX receiver:** The receiver and antenna could be a small box or they could be built into a laptop the way WiFi access is today.

### Benefits:

WiFi provides high bandwidth but not distance; current cellular systems provide distance but not high bandwidth where Wi-Max provides both.

Wi-Max will give a rich variety of uninterrupted high-bandwidth services to users in offices, homes, coffee shops, airports, and hotels, urban and sub-urban areas.



## 5G (2020 & Beyond) (Source Wikipedia)

5G (5th generation mobile networks or 5th generation wireless systems) denotes the next major phase of mobile telecommunications standards beyond the current 4G/IMT-Advanced standards. 5G has speeds beyond what the current 4G can offer. The Next Generation Mobile Networks Alliance defines the following requirements for 5G networks:

- a. Data rates of tens of megabits per second should be supported for tens of thousands of users;
- b. 1 gigabit per second to be offered simultaneously to many workers on the same office floor;
- c. Several hundreds of thousands of simultaneous connections to be supported for massive sensor deployments;
- d. Radio spectrum efficiency should be significantly enhanced compared to 4G;
- e. Coverage should be improved;
- f. Coverage efficiency should be enhanced; and
- g. Frequency interference should be reduced significantly compared to LTE.

The Next Generation Mobile Networks Alliance feels that 5G should be rolled out by 2020 to meet business and consumer demands. In addition to providing simply faster speeds, they predict that 5G networks also will need to meet the needs of new use cases, such as the Internet of Things (network equipment in buildings or vehicles for web access) as well as broadcast-like services and lifeline communication in times of natural disaster.

Although updated standards that define capabilities beyond those defined in the current 4G standards are under consideration, those new capabilities have been grouped under the current ITU-T 4G standards.

In July 2015, the European 5G research project **Flex5Gware** was launched. The objective of Flex5Gware is to deliver highly reconfigurable hardware (HW) platforms together with HW-agnostic software (SW) platforms targeting both network elements and devices and taking into account increased capacity, reduced energy footprint, as well as scalability and modularity, to enable a smooth transition from 4G mobile wireless systems to 5G. This will ensure that 5G HW/SW platforms can meet the requirements imposed by the anticipated exponential growth in mobile data traffic (1000 fold increase) together with the large diversity of applications (from low bit-rate/power for M2M to interactive and high resolution applications). On January 29, 2016, Google revealed that they are developing a 5G network called **Sky Bender**. They planned to distribute this connection through sun-powered drones.

**METIS**

*"Mobile and wireless communications Enablers for Twenty-twenty (2020) Information Society."*

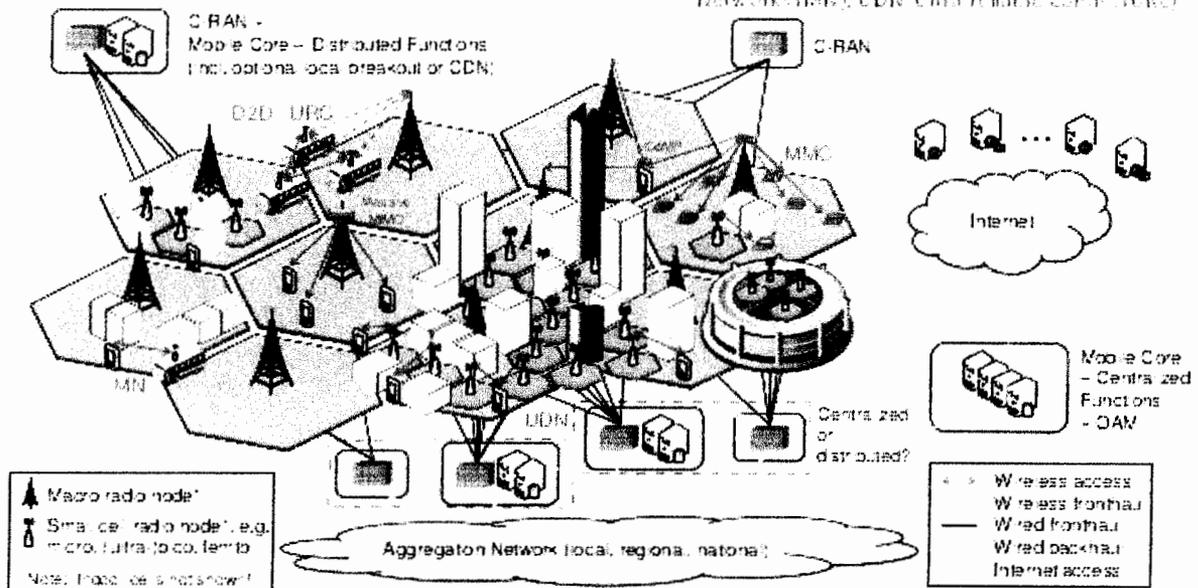
METIS is co-funded by the European Commission as an Integrated Project under the Seventh Framework Programmed for research and development (FP7). The project will provide an important platform for a European-led early global consensus on fundamental questions connected to the development of the future mobile and wireless communications system, and pave the way for future standardization.

The project objective is to lay the foundation for a future mobile and wireless communications system for 2020 and beyond. METIS is a consortium of 29 partners coordinated by Ericsson. Approximately 80 persons will be dedicated full time to METIS during its 30-month duration. The strong consortium includes manufacturers, network telecommunications operators, academic institutions, automotive industry and a research center.

# 5G Architecture (METIS)



- 1. Amazingly Fast scenario
  - 1.1 High data rates & network capacities
- 2. Ultra-Dense Networks (UDN)
  - 2.1 ISD about 10 m
  - 2.2 >= 1 radio nodes per room
- 3. Local break out & Distributed mobile core functions
- 4. Accelerated content delivery
- 5. Tech. Dependent
  - 5.1 UDN, MMC, Massive Machine Control, Moving Networks (MM), UDN, Ultra-Reliable Low Latency (URLLC)



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Source: METIS

### Summary of the Technology future

As the next generation of wireless technology is either being deployed or is still under research and development, the certainty is that the trend to wireless and the versatility of personal devices and the consumer demand will continue to increase. As 5-G or 5<sup>th</sup> Generation, WhiteFi, WiMAX, and other untold emerging technologies are deployed, there will be several issues that local governments must address and contend with. A few of the concerns of local government include wireless telecommunications facilities (tower and ground equipment), adherence with building and zoning codes, and compliance with all applicable Federal, State, and local guidelines and regulations including historic preservation concerns.

With the advent of new technologies, there will be a "hybridization" of various parts of the systems being "outsourced" or "partnered" with other, and even competing, service providers. Because all service providers will require a "pathway" to the world-wide-web and cloud data storage, it will become vital that most existing and future service providers accomplish this by the cross networking of "backhaul" transport technologies. With this being said, the current Applicant is the "Last Mile" provider, but in the future, the Applicants may be the Backhaul or provisioning service provider. This will be a change from the current Application process.

Understanding the technology and future requirements will assist in the future deployment as The City of Roanoke seeks to serve its citizens and their demand for wireless services.

### Federal Regulation:

Since the 1996 Telecommunications Act, (CFR Title 47 Parts 0-199) Congress and the Federal Communications Commission (FCC) have sought to further expedite the deployment of wireless telecommunications facilities. Most recently, Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (47 USC\_1455) directed the FCC to remove obstacles to the modification process of wireless facilities. This Section requires a State or local government to not deny, and approve any eligible request for a modification that does not substantially change the physical dimensions of the tower or base station that were legally established. Eligible modifications to a tower or base station include the collocation of new transmission equipment, removal of transmission equipment, or the replacement of transmission equipment. This ruling does not relieve the FCC from the requirements of the National Historic Preservation Act or the National Environmental Policy Act of 1969.

The FCC further clarified the parameters of a substantial change in It is defined as:

The addition of an antenna

- (1) On a tower that would increase the height by more than 10% or 20 vertical feet,
- (2) That required installation of more than standard number of equipment cabinets (over 4) or more than 1 new equipment shelter,
- (3) That would increase girth (width) of the tower by more than 20 feet;

- (4) Would involve excavation around the tower site beyond the existing boundaries of the property associated with the facility.
- (5) A substantial change would also include defeating the concealment elements of a stealth wireless facility.

In accordance with the FCC Report and Order, this ruling went into effect April 9, 2015.

### **Policy Development:**

Since the last policy was drafted in 2004, significant changes have occurred in the wireless industry as evident by the introduction to this document. In order to address the changes in consumer demand, available technology, and federal regulation, the City of Roanoke began a process to update this policy by enlisting assistance from the Roanoke Valley-Alleghany Regional Commission (RVARC), a consultant specialized in wireless telecommunications facilities, and input from residents and stakeholders.

Prepared by the staff of Roanoke Valley-Alleghany Regional Commission and dated November 24, 2014, the *City of Roanoke Wireless Telecommunications Facilities Policy and Regulations Background Information and General Recommendations* directed the City to explore: expanded collocation options and administrative review of noninvasive facilities; clear policies that are applied equitably; and community engagement and professional assistance from outside consultants.

The City further sought assistance from citizens via survey and public input meetings, while contracting with a consultant specializing in wireless telecommunications facilities. The input received through this process was invaluable and all comments were carefully considered when drafting the policies and actions found in this document. Below are short synopses of input received through the survey and public input meetings. Complete survey results may be found in Appendix B of this document.

1. A survey conducted between March 9, 2015 and April 20, 2015 with 152 respondents revealed that more, smaller wireless facilities were preferred over fewer, taller facilities with stealth facilities and wooden masts extending 10 feet over the tree line the most popular options. Respondents also responded well to DAS facilities especially within the public right-of-way and asked that towers be removed if they became obsolete. Preferred locations that took into consideration factors above and beyond land use to include topography, neighborhood preservation, and available technology noting that most lower economic neighborhoods were adjacent to industrial zoning and would be disproportionately affected.
2. An initial public input meeting was held on Tuesday, April 14, 2015 in the Auditorium of the Main Library. The meeting was publicized twice through MyRoanoke, email blasts from Neighborhood Services, social media, and a WSL510 interview which aired several times. In total, six persons attended representing members of the wireless industry,

government, and the community. Most comments centered on the visual impacts and viability of available and emerging technology, crafting predictable regulations, and realities faced by the wireless industry.

3. Two public meetings were held on April 7<sup>th</sup>, 2016 at the Municipal Building with a Noon session and an evening session that followed. The meetings were publicized through MyRoanoke, email blasts from Neighborhood Services, social media, and several media interviews. In total, eight individuals attended representing members of the wireless industry, government, and the community. The input stressed a focus on stealth facilities and the use of an outside consultant to help review proposals for wireless facilities.

### **Policies and Actions:**

The purpose of the policy update is to (1) ensure the City's policy is in compliance with federal and state regulations (2) address advances in technology (3) minimize the visual impact of facilities, and (4) promote comprehensive wireless coverage and capacity in the City of Roanoke. This policy and subsequent Ordinance amendments must also be proactively monitored and updated to ensure timely response to new technology and changes in regulation.

As a result of the input received throughout the policy development process, the following Policies and Actions have been developed to accommodate and work toward the delivery of wireless service while maintaining the beauty and splendor of the City.

1. Regularly amend Zoning Ordinance to keep up with changing technology and regulations.
  - a) Seek updates on a five (5) year cycle.
  - b) Regulations should protect the character, scale, viability, and quality of life of the City's neighborhoods and commercial districts.
  - c) Regulations should provide for the removal of discontinued wireless telecommunications towers and related facilities.
  - d) Expand the types of Wireless Telecommunication Facilities covered and permitted by the Zoning Ordinance.
  - e) By-right Administrative review and approval for wireless facilities deemed unobtrusive and that meet all design, planning and Land Use requirements.
  - f) Seek a regional approach to the deployment of Wireless Telecommunications Facilities; therefore, such guidelines should be consistent with those of surrounding jurisdictions.
2. Approval Process and Regulations for WTFs should consider
  - a) The Approval Process for WTFs should be set to incentivize service providers to install preferred facility types as outlined in Appendix: C.
  - b) When appropriate, such facilities should be approved administratively.

- c) Stealth Technology should be encouraged and should not require a Public Hearing if the Staff and consultant believe that this deployment will not be counterproductive to the community.
- d) Facilities where a site specific assessment is necessary should be required to obtain a Special Exception under the zoning ordinance.
- e) Facilities should be reviewed by the Third Party Consultant as to technology and deployment.

3. The following items shall be eligible for administrative approval:

- a) Collocation on an existing wireless telecommunication facility, which does not "substantially change the physical dimensions" of the existing facility, in accordance with the FCC interpretation of the Middle Class Tax Relief and Job Creation Act of 2012, as referenced in pp. 11-12 of this policy.
- b) Maintenance, consisting entirely of in-kind replacement of a part or parts of a wireless telecommunication facility.
- c) Stealth installations on existing structures, such as buildings and utilities.
- d) Wireless telecommunication facilities installed on existing utility poles within the right of way, not to exceed 45 feet in total height above ground, subject to such franchises or franchise agreements as have been granted by, or executed on behalf of, the City Council for the City of Roanoke as of the date of the adoption of this policy by the City Council for the City of Roanoke.
- e) Facilities which are not approved administratively may be eligible for approval by the City of Roanoke Board of Zoning Appeals.

4. Establish Technical Review Standards

- a. Institute a process and fee for utilizing a Third Party Consultant to assist the City in evaluating each Application for possible alternatives and potential impacts of a Special Exception or Rezoning request for a Wireless Telecommunications Facility.
  - i. 3rd party review fees shall be agreed upon by the City and Reviewing party on an Annual Basis.
  - ii. Fees shall be commensurate with efforts required to review including public hearings, site visits and technical analysis with report.
  - iii. The Fee will be a flat fee for which the Applicant shall be responsible.
- b. Provide a Technical Review based on acceptable industry deployment standards, City Planning and Zoning Requirements, Federal and State Requirements within a timely schedule and approval process for applicants.
  - i. Ensure terminology is well defined to assist in accurate communication.
  - ii. Ensure easy navigation of the supplemental regulations by dividing into easily identified sections dependent on type.
  - iii. Provide applicants a comprehensive list of submittal requirements that are tailored to each facility type.
  - iv. Ensure that the type of facility necessitates the submittal requirements and are not overly burdensome while still allowing the City to thoroughly review the facility for compliance with standards.
- c. Technical Standards Information- The following is a list of information that may be required for each WTF Application:

- i. Documentation of the type of service, Licensed or Un-licensed frequencies and the area needs for proposed location;
- ii. Existing structures and collocation sites considered and rejected by the provider and the reasons why;
- iii. Photo simulations and balloon tests to illustrate visibility of the proposed facility;
- iv. Scaled plans depicting location of facility on the site, including setback dimensions performed by a Registered Professional Engineer in the Commonwealth of Virginia (COVA);
- v. Design and photos of the specific type of support structure;
- vi. Design and location of all associated equipment, structures, cabinet, shelters, or buildings;
- vii. Design, type, location, height, and configuration of all potential future antennas;
- viii. Landscaping, screening, and security fencing plans;
- ix. Proposed support structure's design and its capability to support other providers;
- x. Certification of the structural integrity of the support structure as affected by the attachment or location of proposed Wireless Telecommunications Facilities; and
- xi. Justification of the requested height and location.
- xii. Documentation that the facility is or is not within flight path of Roanoke Airport or hospital transport.
- xiii. Documentation of FAA exemption. If <35 feet Above Ground Level (AGL) does not require FAA or hospital helicopter verification in Airport Navigation Overlay District (AN). Accessed via TOWAIR.
- xiv. Historical Review Section 106 with Commonwealth of Virginia (COVA) State Historic Preservation Officer (SHPO) comments.
- xv. NEPA Analysis with comments from COVA Department of conservation and Recreation (DCR).
- xvi. Radio Frequency Justification Statement from Applicant with Network Narrative, Radio Propagation models and immediate network.
- xvii. RF Certification for Non-Ionizing Energy Report (NIER).

5. Ensure placement of WTF within the City is based upon comprehensive coverage and capacity needs.

- a. It is the applicant's burden to substantiate that the requested location is necessary for service coverage and that the proposed facility is the least intrusive means to close a significant gap in service. Documentation must be provided.
- b. Consideration of any request for a new Wireless Telecommunications Facility within the City should also be reviewed for its potential effects on surrounding jurisdictions for coverage.

6. Seek collocation on existing structures as a first choice as opposed to building a new structure.
  - a. Facilities with minimal visibility or collocating without exceeding previous approved heights should be handled administratively with subsequent approval if standards are met.
  - b. The Roanoke Valley Broadband Authority has developed a web site with the compilation of data of fiber optic cable, Wireless Telecommunications Facilities, Water tanks etc. This site may assist with the collocation of facilities and can be found at: <http://highspeedroanoke.net/>
  - c. All new facilities should be designed to accommodate additional collocation opportunities.
  - d. Collocations which result in adverse visual impact, such as vertical collocations that increase the height of a structure or the size or projection of antenna arrays from the support structure should be discouraged.
  
7. Stealth Technology Goals for new WTFs
  - a. The use of stealth wireless facilities (camouflage, disguise, concealment) is strongly encouraged.
    - i. Allow for flexibility in the type of antenna used on a host structure to ensure that the antenna does not dominate the structure and does not exceed the height allowed by the zoning district.
    - ii. Disguised stealth facilities should be of an appropriate design and scale to the surrounding environment.
    - iii. Whenever necessary, the engagement of an Architect or specialist in Stealth technology should be used to offer the proper size and scale and visual effects.
  - b. Require design features that make wireless infrastructure as visually unobtrusive as possible. Use natural existing land or city scape to blend WTF into the immediate area.
  - c. Seek stealth technology for WTFs that will adhere to established standards that may be approved administratively.
  
8. Placement of Antennas on Host Support Structure Goals
  - a. The placement, construction, or modification of Wireless Telecommunications Facilities on existing host structures such as buildings and utility infrastructure reduce the need to erect freestanding towers and are strongly encouraged.
  - b. Roof-mounted facilities are acceptable but should be of a scale and color that are in keeping with the roof.
    - i. It is preferable that roof-mounted facilities be flush-mounted on the parapet or a penthouse rather than projecting upwardly.
    - ii. If roof mounted, they should be screened like other rooftop mechanical equipment.
    - iii. Panel antennas should be located so that they do not peak above the roofline and should be positioned below the parapet.

- c. Antennas on utility poles should be mounted close to, or flush-mounted against the pole. If located on top of the pole, overhang should be limited.
- d. Encourage placement on existing host structures within the public right-of-way.

9. WTFs in Public Rights of Way

- a. Pico Cell systems can be located within the right-of-way and easements with coordination and permission from the Transportation Division of the City of Roanoke and any other lawful coordinating organization.
- b. Franchise Agreements. With Utility providers (Water, Sewer, Gas, Power, Telco and Cable) within the right of way should be reviewed to ensure that WTFs are properly addressed.
- c. Spacing, height and appearance as per The Virginia Statewide Building Code and all applicable government and industry standards should be considered.

10. Requests for new freestanding support structures in the City

- a. Freestanding support structures should be low impact in terms of location, siting, height, and design.
- b. **Location:** New Wireless Telecommunications Facility towers and antennas should be constructed in locations (the property or general area where such facility is to be placed) that will provide the least negative impact on the community and that will avoid or minimize environmental impacts to the greatest extent practicable, consistent with Federal rules and regulations. The location should be compatible with surrounding land uses and not detrimental to the City's attractiveness, health, safety, and welfare. To help alleviate the negative impact associated with towers, please refer to Appendix C of this policy. A Wireless Telecommunications Facility does not have to be located in the most preferable locations if careful siting and low-impact design considerations mitigate its impact. The less preferable the location, the more critical siting, height, and design become in consideration of a proposed facility.
- c. **Siting:** Siting refers to a specific point on a property where a Wireless Telecommunications Facility is to be constructed such as in the trees or on the roof. Strategic placement within trees or below a ridgeline can significantly reduce visibility of the facility. Wireless Telecommunications Facility locations at elevations lower than surrounding ridge lines, with adequate amounts of trees as a backdrop to eliminate "sky lining" and reduce visibility of the facility are preferred. If there is no other reasonable alternative and a proposed Wireless Telecommunications Facility must be located on a ridgeline, it should be placed on an available transmission line where such power line has already cut the ridgeline or on existing buildings or other structure located on ridgelines. Siting of facilities should not create a hazard to adjacent property or cause the over-development of property that may result in an undue intrusion onto adjacent property.
- d. **Height:** Reducing height can be an effective means of reducing the visual intrusiveness of a tower. Providers should document any requested height and conduct tests to demonstrate the visibility of the proposed facility from surrounding areas. Height considerations should include consideration of any

lighting that may be required by other regulatory authority as a result of the proposed height and its effect on the visual impact of the tower.

- e. **Design:** A well designed Wireless Telecommunications Facility can make a difference, particularly in areas of high visibility. Design considerations should include the area of the tower or other support structure, associated equipment enclosures, and the types of antennas and mounting techniques as they relate to the overall height, size, and bulk of the tower.

*Design preferences for WTF towers:*

1. Monopoles are the preferred freestanding support structure.
2. Stealth Disguise - include wooden masts/pole
3. Guy wire and lattice towers are discouraged and should only be deployed in remote locations with minimal visibility.
4. Freestanding support structures should be no wider than the minimum necessary to support the proposed equipment.
5. Flush-mounted antenna arrays are preferred over distributed antenna arrays.
6. Antennas should be mounted close to the supporting structure and should be designed to minimize the profile.
7. Ground-based equipment should be limited in size and screened from view. Shelters are preferred to cabinets. Environmental Controlled Equipment Underground Vaults are preferred.
8. Towers should be painted with a neutral, flat paint which blends with its surroundings.
9. Lighting and reflective signs should be allowed only when required by other regulating bodies such as the Federal Aviation Administration.
10. Any advertising on towers should be prohibited.
11. Security fencing with vegetative screening should be provided. Vertical Board Fencing is preferred.
12. A Wireless Telecommunications Facility should adhere to all regulations from the FCC as to interference and Intermodulation.
13. Consideration for tree canopy in placement should be a design element for placement and siting.

## Appendix A: Definitions

- **Antenna - Dish:** A parabolic, spherical, or elliptical antenna intended to receive wireless communications.
- **Antenna - Omni-Directional (Whip):** A cylindrical antenna designed to transmit or receive signals in a three hundred sixty (360) degree pattern.
- **Antenna - Sector (Panel):** A directional antenna designed to transmit or receive signals in a directional pattern that is less than three hundred sixty (360) degrees. Sectorized antennas are grouped and mounted on either a host structure or on a freestanding support structure with one of two types of antenna arrays depending on polarization needs.
  - *Distributed Array:* Antenna array with protruding side arms or other extension devices to provide spacing of antennas.
  - *Flush-Mounted Array:* Antenna array attached flush to an antenna-supporting structure. Antennas are dual-polarized or cross-polarized eliminating the need to protrude from the support structure. Protrusions from the face of a pole are no greater than one-half (1/2) the diameter of the pole itself and in no case greater than twelve (12) inches.
- **Building-Mounted:** Wireless telecommunications facility roof-mounted (attached to roof, parapet, or penthouse and extending above the roofline) or surface-mounted (attached to the surface or façade) to a building.
- **Carrier:** An approved commercial legal entity by the Federal communications Commission that is authorized to sell voice and data service over a planned and engineered communications network.
- **Collocation:** A situation in which two (2) or more providers place an antennae on a common antenna-supporting structure, or the addition of antennas on an existing structure provided they meet the terms of the first installation.
- **Distributed Antenna System (DAS):** DAS systems are typically placed on buildings or existing poles in the public right-of-way such as utility, street lights, traffic signals, and so forth at relatively low and uniform heights and then hardwired back to a central hub. The systems are very scalable and efficient, but have high initial costs due to design and construction complexity of the network.
- **Freestanding Support Structures - Guy Wire:** A freestanding, antenna-supporting structure supported by a series of guy wires that are connected to anchors placed in the ground. Typically 300 feet tall or more with antennas mounted on the exterior of the tower.
- **Freestanding Support Structures - Lattice:** A self-supporting, stand-alone antenna-supporting structure which consists of three to four sides of vertical and horizontal supports with multiple legs and cross bracing of structural steel. Typically between 100 and 400 feet tall with antennas mounted on the exterior of the tower.
- **Freestanding Support Structures - Monopole:** A freestanding, antenna-supporting structure that is composed of a single shaft of steel attached to a foundation. Typically between 100 and 200 feet tall with antennas mounted on the exterior of the tower. Wooden monopoles are called masts and are shorter and slimmer than steel monopoles.

They are typically used in wooded settings, extending no more than 10 feet above the tallest tree within twenty-five (25) feet.

- **Freestanding Support Structures - Stealth:** A freestanding, antenna-supporting structure designed to appear to be something other than a wireless telecommunications facility.
- **Frequency Band:** Radio Frequencies that are measured in Megahertz (MHz) that are used to transmit and receive voice or data bits of information as provided by a commercial entity approved by the Federal Communications Commission.
  1. **Licensed** – Frequency use that the FCC has issued a License under CFR 47.
  2. **Un-Licensed** – Frequency use that the FCC has issued under CFR 47 that are open to the public under the CFR Code Section 15 that has careful stipulations and requirements.
- **Macrocell System:** These systems enable service providers to deliver voice, text, and broadband communications through high powered radiofrequency (RF) signals to large geographic areas. These systems are typically characterized by multiple provider antennas affixed to tall, freestanding towers (on platforms for each service provider known as “slots”), the top of tall buildings, or water tanks.
- **Small cell System:** This is an umbrella term for Microcell and Picocell systems. These systems provide small footprint coverage to high traffic areas in need of supplemental capacity to support existing macrocell coverage much like DAS. The advantages of a Small Cell System are the ability to deploy individually to support a larger network and that the costs are less than that of DAS technology.
- **Stealth:** A wireless telecommunications facility that is hidden or not readily detectable by means of camouflage or concealment. Camouflage shall mean a way of painting and mounting a wireless telecommunications facility that requires minimal changes to the host structure in order to accommodate the facility. Concealment shall mean to enclose a wireless telecommunications facility within an existing structure or appurtenance of a structure resulting in the facility being either invisible or made part of the feature enclosing it. For the purpose of this policy, stealth will also include mounting on existing utility infrastructure not extending more than ten (10) feet above the highest horizontal plane. See examples for stealth in Appendix D.
- **Utility Infrastructure:** Wireless telecommunications facility mounted on existing utility infrastructure (e.g. water tower, power lines).
- **Wireless Telecommunications Facility (WTF):** The basic principle in the current deployment of wireless technology for current 4G and future technology innovations is that of what is known as a “WTF”. Towers, rooftops, water tanks, tall signs and any elevated structures can accommodate antennas and equipment. This is why the reference to a wireless telecommunications facility or “WTF” encompasses several basic components. They are: Antennas, Cable, Base Equipment cabinets/shelter, Power source, Backhaul capability, Mounting devices, Structure to mount to: tower, water tank, street lamp post, roof tops, commercial signage, etc.

## Appendix B: Public Input

The following survey was taken on-line in 2015 for the City residents to provide feedback on their wireless habits and opinions concerning service delivery and wireless facility deployment.

Questions with tabulated responses:

### 1. In which Quadrant of the City do you live?

Answer Choices	Responses	
NE	12.26%	15
SW	62.26%	78
SE	5.66%	7
EW	19.81%	25
<b>Total</b>		<b>105</b>

### 2. In what age range do you fit?

Answer Choices	Responses	
Less than 18 years old	0.00%	0
18-24 years old	1.83%	2
25-29 years old	5.50%	7
30-36 years old	11.01%	14
37-45 years old	20.18%	26
46-50 years old	17.43%	22
51 to 65 years old	31.19%	40
More than 65 years old	12.84%	16
<b>Total</b>		<b>109</b>

### 3. What type of phone or other wireless device that requires data streaming do you own?

Answer Choices	Responses	
Basic cell phone	13.76%	15
Smart phone	86.24%	94
Tablet	48.62%	53
Laptop	67.89%	74
NA	1.83%	2
<b>Total Respondents</b>	<b>109</b>	

4. On average how often do you receive or send calls and text with your wireless phone?

Answer Choices	Responses	
NA	0.92%	1
Several times a day	85.32%	93
Several times a week	8.26%	9
Occasionally	5.50%	6
<b>Total</b>	<b>109</b>	

5. On average, how often do you e-mail or access the internet on your wireless phone or device?

Answer Choices	Responses	
NA	7.34%	8
Several times a day	84.40%	92
Several times a week	4.59%	5
Occasionally	3.67%	4
<b>Total</b>	<b>109</b>	

6. Do you consider your wireless device a convenience or a necessity?

Answer Choices	Responses	
Convenience	18.35%	20
Necessity	81.65%	89
No Opinion	0.00%	0
<b>Total</b>	<b>109</b>	

7. How would you rate the quality of your service at your residence?

Answer Choices	Responses	
No Coverage	0.00%	0
Poor	19.27%	4
Average	40.37%	47
At least Average	20.18%	24
Excellent	19.27%	23
N/A	0.02%	0
<b>Total</b>		<b>109</b>

8. Do you use "wired" Wi-Fi internet service to access email or internet on your wireless phone or device while at home?

Answer Choices	Responses	
Yes	79.63%	8
No	17.59%	2
N/A	2.78%	0
<b>Total</b>		<b>100</b>

9. Do you use "wired" Wi-Fi internet service to access email or internet on your wireless phone or device while at work?

Answer Choices	Responses	
Yes	46.79%	17
No	34.86%	13
N/A	18.35%	7
<b>Total</b>		<b>109</b>

10. For what purpose do you use your wireless phone/device? Check all that applies.

Answer Choices	Responses
Personal Use	98.17%
Business Use	75.23%
Educational Use	48.62%
Emergencies	65.14%
N/A	0.00%
<b>Total Respondents: 109</b>	

11. Have you cancelled your land line phone and just operate on a wireless phone?

Answer Choices	Responses
Yes	57.80%
No	42.20%
<b>Total</b>	<b>109</b>

12. Rank the following wireless facilities collocated on an existing structure in terms of visual preference. Each facility must be assigned a unique number with 1 being the least appealing and 4 being the most appealing.

	1	2	3	4	Total	Score
	15.20%	12.94%	42.35%	29.41%	100	117
	14.12%	37.55%	35.29%	12.94%	100	125
	36.56%	31.18%	18.28%	13.98%	100	104
	23.81%	12.38%	11.43%	52.38%	100	204

13. Rank the following freestanding towers in terms of visual preference. Each facility must be assigned a unique number with 1 being the least appealing and 4 being the most appealing.

	1	2	3	4	Total	Score
	40.96%	20.48%	24.10%	14.46%		
	6.02%	38.55%	44.50%	10.64%		
	16.49%	12.37%	18.86%	52.58%		
	40.78%	30.10%	17.48%	11.65%		

14. Which antenna type do you prefer?

Answer Choices	Responses	Total
monopole	5.88%	102
tower	94.12%	102
<b>Total</b>		<b>102</b>

15. For freestanding cell towers, would you rather see a greater number of short towers (10' above the tree line) or fewer tall towers (up to 200' monopole)?

Answer Choices	Responses	Total
10' above the tree line	45.19%	104
200' monopole	34.62%	104
No Opinion	20.19%	104
<b>Total</b>		<b>104</b>

16. Rank the following land use types in terms of appropriateness for a freestanding tower (1 would be deemed most appropriate.)

	1	2	3	4	5	6	7	8	Total	Score
Neighborhood commercial (e.g. Grandin Village, 10th and Wilkinson NE)	4.60%	6.90%	11.49%	14.94%	22.99%	20.69%	11.49%	6.90%	104	2.11
Single-family residential	5.43%	2.17%	2.17%	4.35%	2.17%	6.52%	26.09%	51.09%	104	1.75
Downtown	4.65%	9.30%	24.42%	25.58%	12.79%	15.12%	4.65%	3.40%	104	3.46
Industrial	57.95%	15.91%	12.50%	5.68%	1.14%	0.00%	4.55%	2.27%	104	1.27
Large-scale commercial (e.g. Valley View Mall)	21.51%	50.54%	9.68%	3.23%	5.38%	4.30%	4.30%	1.06%	104	1.11
Institutional (e.g. churches, schools)	6.82%	4.55%	22.73%	28.41%	21.59%	7.95%	5.68%	2.27%	104	3.01
Agricultural or Recreation and Open Space	10.75%	7.53%	13.98%	12.90%	13.96%	19.35%	4.30%	17.20%	104	2.11
Multifamily residential	1.03%	3.09%	9.28%	5.15%	17.53%	20.62%	32.99%	10.31%	104	1.11

## Appendix C: Matrices

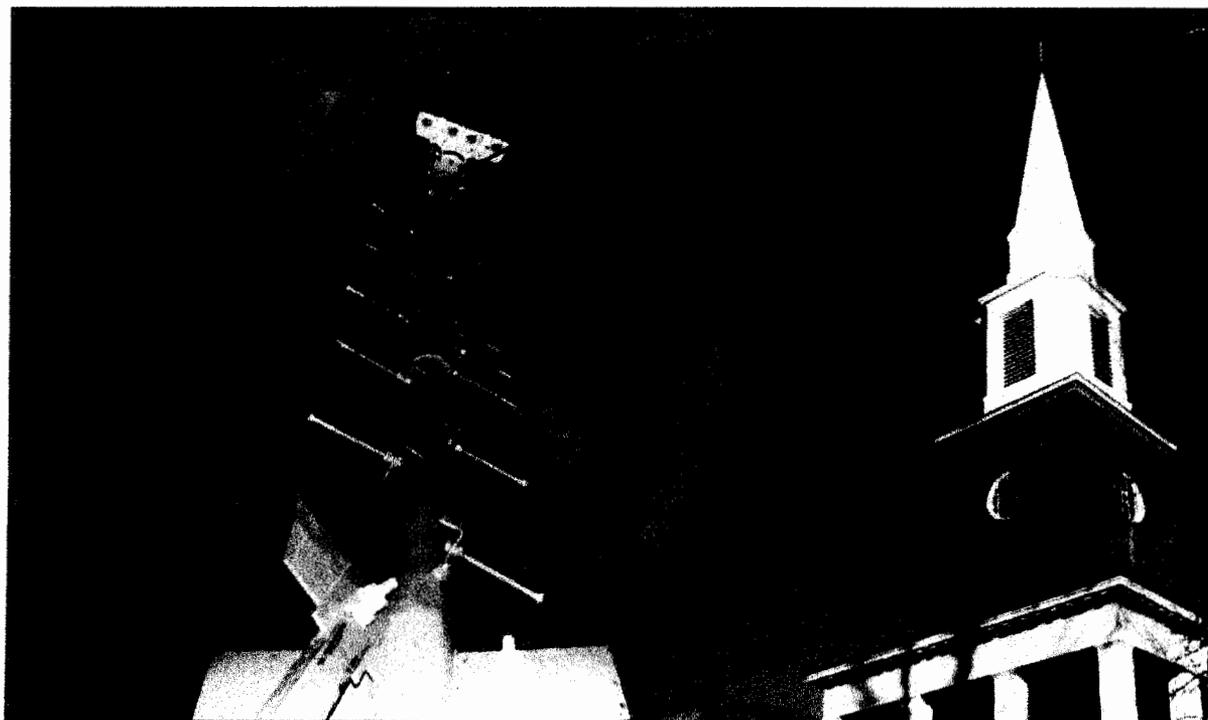
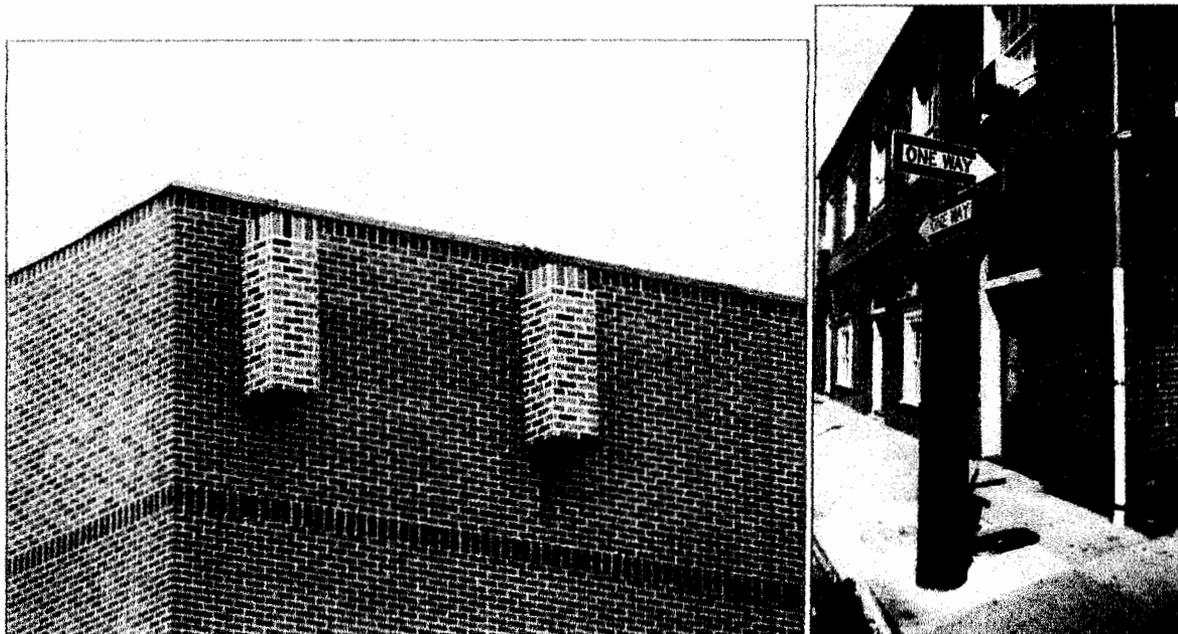
### Facilities preferred by Zoning District:

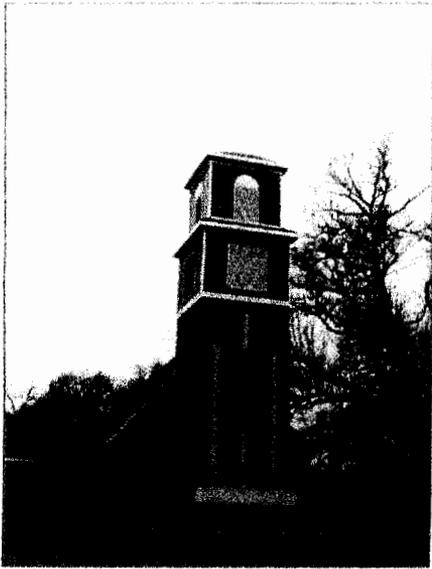
Districts	Preferred Facility
I-2, Heavy Industrial I-1, Light Industrial AD, Airport CLS, Commercial Large Site CG, Commercial General	<ul style="list-style-type: none"> <li>• Freestanding Support Structure: Monopole; Guy Wire; Lattice Tower; or Stealth</li> <li>• Collocation</li> <li>• Stealth</li> <li>• Building-Mounted; Utility Infrastructure</li> <li>• Antennas: Distributed Array or Flush-Mounted</li> </ul>
D, Downtown UF, Urban Flex MX, Mixed Use	<ul style="list-style-type: none"> <li>• Collocation</li> <li>• Stealth</li> <li>• Building-Mounted; Utility Infrastructure</li> <li>• Antennas: Distributed Array or Flush-Mounted</li> </ul>
CN, Commercial Neighborhood IN, Institutional RMF, Residential Multifamily RM-2, Residential Mixed-Density RA, Residential Agricultural ROS, Recreation and Open Space	<ul style="list-style-type: none"> <li>• Collocation</li> <li>• Stealth</li> <li>• Building-Mounted</li> <li>• Antennas: Flush-Mounted</li> </ul>
RM-1, Residential Mixed Density R-3, Residential Single-Family R-5, Residential Single-Family R-7, Residential Single-Family R-12, Residential Single-Family	<ul style="list-style-type: none"> <li>• Collocation</li> <li>• Stealth</li> <li>• Antennas: Flush-Mounted</li> </ul>
MPUD, Mixed Use Planned Unit Development INPUD, Institutional Planned Unit Development IPUD, Industrial Planned Unit Development	<ul style="list-style-type: none"> <li>• To be determined by rezoning process</li> <li>• Based on character and zoning of the surrounding area</li> <li>• Based on the size of PUD</li> </ul>
ROW- Right of Way	<ul style="list-style-type: none"> <li>• Collocation</li> <li>• Stealth</li> <li>• Utility Infrastructure</li> </ul>

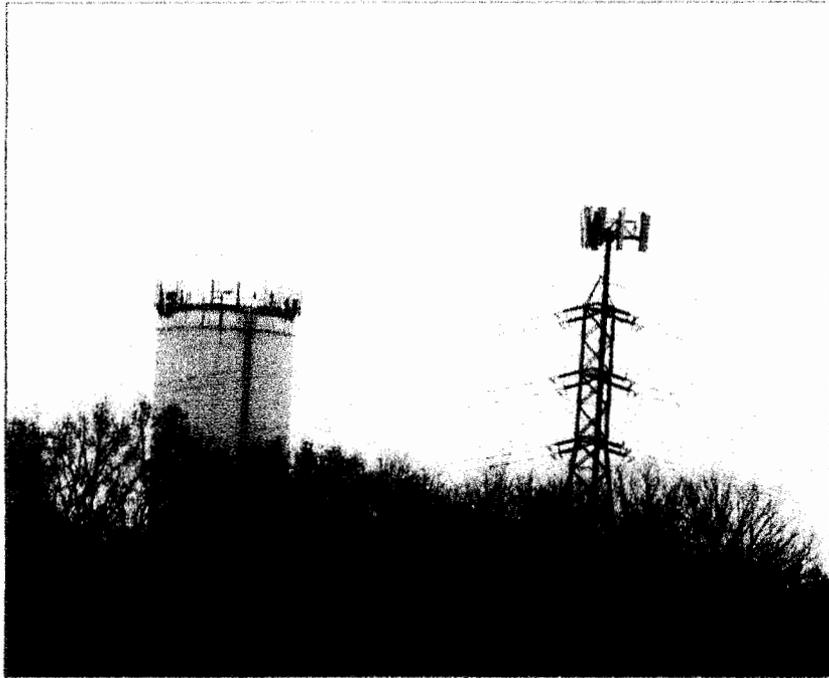
#### Other factors:

- Proximity to less intense land use
- Topography (protecting view sheds and ridgelines)
- Proximity to historic district (H-1, H-2, National, State)
- Proximity to airport or medical helicopter flight path

## Appendix D: Examples of Stealth Technology







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9/13/16

A.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE approving the Wireless Telecommunication Facilities Policy dated September 12, 2016, and amending Vision 2001-2020, the City's Comprehensive Plan, to include such Wireless Telecommunication Facilities Policy; and dispensing with the second reading of this ordinance by title.

WHEREAS, on September 12, 2016, the Wireless Telecommunication Facilities Policy dated September 12, 2016 (the "Policy"), was presented to the Planning Commission;

WHEREAS, the Planning Commission held a public hearing on that date and recommended adoption of the Policy and amending Vision 2001-2020, the City's Comprehensive Plan, to include such Policy; and

WHEREAS, in accordance with the provisions of §15.2-2204, Code of Virginia (1950), as amended, a public hearing was held before this Council on September 19, 2016, on the proposed Policy, at which hearing all citizens so desiring were given an opportunity to be heard and to present their views on such amendment.

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

1. That this Council hereby approves the Wireless Telecommunication Facilities Policy dated September 12, 2016, and amends Vision 2001-2020, the City's Comprehensive Plan, to include such Wireless Telecommunication Facilities Policy as an element thereof.
2. That the City Clerk is directed to forthwith transmit attested copies of this ordinance to the City Planning Commission.

3. Pursuant to the provisions of §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:** September 19, 2016  
**Subject:** Approval of Enterprise Zone One A and its Subzone B  
Amendment Application (CM16-00130)

## **Background:**

Since the designation of the City Enterprise Zones, Enterprise Zone One A and its Subzones have had amendments to the zone boundary and local incentives. In accordance with state regulations regarding boundary deletions, each zone can have a maximum acreage deletion of fifteen percent of the current zone size. Enterprise Zone One A and its Subzones are eligible for such acreage deletion. In an effort to best utilize Enterprise Zone incentives, City staff recommends boundary amendments set forth below that would delete approximately 27 acres from Zone One A.

Additionally, in accordance with state regulations regarding boundary size, each zone has a maximum acreage limit equal to seven percent of total City acreage. Enterprise Zone One A and its Subzone B have less than the seven percent limit and are eligible to be expanded. In an effort to best utilize Enterprise Zone incentives, City staff recommends boundary amendments as set forth below that would add an additional 16.08 acres to Zone One A and 1.04 acres to Zone One A's noncontiguous Subzone B, for a combined amendment of approximately 17 acres.

## **Considerations:**

The Zone One A boundary deletion amendment includes approximately 4.56 acres consisting of property located along the south side of Campbell Avenue, S.W. to the east of 7th Street, S.W. and between Church Avenue, S.W. and Luck Avenue, S.W.; 0.49 acres of property located along Memorial Avenue, S.W. between the Roanoke River and Midvale Avenue, S.W. and adjacent to 13th Street, S.W. between the Roanoke River and a railroad right-of-way; 7.26 acres consisting of properties located along Williamson Road, N.W. and N.E. to the north of Floraland Drive, N.W., South of Epperley Avenue and Greenlawne Avenue, N.W., north of Huntington Boulevard, NW, and south of Huntington Boulevard, N.W.; 4.87 acres consisting of property to the east of Interstate 581, south of Sycamore Avenue, N.E., and west of Courtland Road, N.E.; 6.89 acres consisting of property located along the south of River Avenue, S.E. between 9th Street, S.E. and Progress Drive, S.E., and north of the Roanoke River,; and, 2.49 acres consisting of properties located along the west of Hollins Road, N.E. and to the east of the railroad right-of-way. A total of approximately 27 acres will be deleted from Enterprise Zone One A.

Deleting the above properties from the City's Enterprise Zone One A will create additional opportunities for utilizing the program for other areas of the City where growth and revitalization is anticipated; properties being deleted are either undevelopable due to natural constraints on the land, or are owned by entities which are not eligible to apply for Enterprise Zone benefits. A map showing each boundary deletion amendment is attached hereto and has been on file since September 2, 2016 in the City Clerk's Office. (Attachment 1) On the Attachment, the blue boxes represent the boundary deletions from Zone One A. The red areas represent properties being added to Enterprise Zone One A and its Subzone B. The green area shows the existing boundaries of Enterprise Zone One A and its Subzone B.

The Zone One A boundary addition amendment adds approximately 6.10 acres consisting of property located along Williamson Road, S.E. to the north of Albemarle Avenue, S.E. and to the south of Albemarle Avenue, S.E. adjacent to the north of U.S. 220, and north of Walnut Avenue, S.E. and south of U.S. 220; 4.29 acres consisting of property located along Franklin Road, S.W. to the north of the Roanoke River and south of the railroad right-of-way; 1.34 acres consisting of property located to the northwest of Midvale Avenue, S.W. and south of the railroad right-of-way; and 4.34 acres consisting of property located to the west of Hollins Road, N.E. and to the south of Missouri Avenue, N.E. and east of the railroad right-of-way. A total of approximately 16 acres will be added to Enterprise Zone One A.

The Zone One A's Subzone B boundary addition amendment adds approximately 1.04 acres consisting of property located to the south of Dale Avenue, S.E. and east of the terminus of Fallon Avenue, S.E. Combined with the above mentioned addition of acreage to Zone One A, a total of approximately 17 acres will be added to Enterprise Zone One A and its Subzone B.

Adding the above properties to the City's Enterprise Zone One A and its Subzone B will generate additional opportunities for revitalization where buildings and sites are currently vacant or underutilized and development is pending. A map showing each boundary addition amendment is attached hereto and has been on file since September 2, 2016 in the City Clerk's Office. (Attachment 1)

In accordance with the Virginia Department of Housing and Community Development's (VDHCD) Virginia Enterprise Zone Program regulations, the local governing body must hold at least one public hearing affording citizens and interested parties an opportunity to be heard before submitting an amendment application to the Department for consideration. Such public hearing is being held at Council's regular 7:00 p.m. meeting on September 19, 2016. Upon approval by City Council, the boundary amendments will be submitted to the VDHCD. Such amendments are subject to approval by the VDHCD. If approved, the amendments will be retroactive to a date approved by the VDHCD.

**Recommended Action:**

Absent comments at the public hearing requiring further consideration, adopt a resolution to modify, as set forth above, the boundaries of Enterprise Zone One A and its Subzone B, subject to approval by the VDHCD, with an effective date retroactive to a date approved by the VDHCD, as set forth above. Furthermore, authorize the City Manager to apply to the VDHCD for approval of the above mentioned amendments and to take such further action and/or to execute such additional documents as may be needed to obtain or confirm such amendments and to meet the Program requirements throughout the life of the Zones.



-----  
Christopher P. Morrill  
City Manager

**Attachment**

- Distribution: Council Appointed Officers  
R. Brian Townsend, Assistant City Manager for Community Development  
Barbara Dameron, Director of Finance  
Wayne Bowers, Director, Economic Development  
Brandon S. Turner, Econ. Develop. Specialist, Economic Development

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A.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the proper City officials to make boundary amendments to the City's Enterprise Zone One A and its Subzone B that will (i) delete certain areas currently within Enterprise Zone One A and (ii) will add certain areas not currently within them to Enterprise Zone One A and its Subzone B; authorizing the City Manager to apply to the Virginia Department of Housing and Community Development (VDHCD) for approval of such boundary amendments; and authorizing the City Manager to take such further action as may be necessary to obtain and implement such boundary amendments.

WHEREAS, there are certain areas currently located within the City's Enterprise Zone One A that are not utilizing and are not benefiting from the inclusion of such areas within such Zone areas;

WHEREAS, there are certain areas currently located outside the City's Enterprise Zone One A and its Subzone B that are contiguous to them that are not currently a part of such Zone areas, but that can be added to them and that will benefit from the designation of those additional areas as part of such Zone areas, as set forth in the City Council Agenda Report dated September 19, 2016;

WHEREAS, the Virginia Enterprise Zone Grant Act of 2005, as amended, authorizes the amendment of existing Enterprise Zone areas to delete and to add areas to such Zone and its noncontiguous Subzones, thereby making qualified business firms within such areas eligible for Enterprise Zone benefits;

WHEREAS, the deletion of certain areas and the addition of certain areas as part of the City's Enterprise Zone One A and its Subzone B, as set forth above, has a potential to stimulate significant private sector investment within the City in areas where such business and industrial growth could result in much needed growth and revitalization; and

WHEREAS, this Council, acting in its capacity as the governing body of the City of Roanoke, has held a public hearing on the above mentioned proposed boundary amendments, at which public hearing citizens and parties in interest were afforded an opportunity to be heard on such proposed boundary amendments to Enterprise Zone One A and its Subzone B.

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

1. The City of Roanoke is hereby applying for amendments to the City's Enterprise Zone One A and its Subzone B which amendments will delete certain areas currently within Zone One A and which will add to Zone One A and its Subzone B additional areas which are currently outside such Zone areas. Such amendments are more fully shown on the map(s) attached to the City Council Agenda Report dated September 19, 2016, and more fully described in such Report.

2. The City Manager is hereby authorized to apply, on behalf of the City, to the VDHCD for the above mentioned boundary amendments to the City's existing Enterprise Zone One A and its Subzone B pursuant to the applicable provisions of the Virginia Enterprise Zone Grant Act, as amended, which boundary amendments will delete certain areas currently within Zone One A, and add to Zone One A and its Subzone B certain areas not currently within them, all as more fully set forth in the above mentioned Agenda Report.

3. Council hereby certifies that it held a public hearing as required by the Virginia Enterprise Zone Grant Act Regulations.

4. The City Manager is authorized to submit to the VDHCD all information necessary for the application for the boundary amendments to the City's Enterprise Zone One A and its Subzone B, for the Department's review and consideration and to take such further action as may be necessary and/or execute any additional documents as may be necessary to meet other program requirements or to establish the boundary amendments as set forth above. The City Clerk is authorized to execute and attest any documents that may be necessary or required for the application or for the provision of such information. Such authority shall continue throughout the life of such Zone One A and its Subzone B.

5. Local incentives applicable for Enterprise Zone One A and its Subzone B shall also be applicable for any new areas covered by such approved boundary amendments.

6. Any such approved boundary amendments will be retroactive to the date as provided by such approval from the VDHCD.

ATTEST:

City Clerk.



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** September 19, 2016  
**Subject:** Public Hearing Regarding 2015-16 Consolidated Annual Performance and Evaluation Report for US Department of Housing and Urban Development

## Background:

Each year the City is required to develop a Consolidated Annual Performance and Evaluation Report (CAPER) for submission to HUD which includes a review of the specific community development and housing activities that were undertaken during the recently concluded program / fiscal year, and identifies the amount of funding that benefited low-to-moderate income persons. Once the CAPER is drafted, HUD requires that the draft be made available to the public for a 30 day review and comment period prior to its finalization and submittal to HUD.

The City made the draft CAPER available to the public through a variety of means, including the City's website, by mail to citizens upon request, at the City Municipal Building, at the City's Main Branch library, and at the Roanoke Redevelopment and Housing Authority's Executive Offices. This year the 30 day public comment period on the draft CAPER began on August 19, 2016 and ends on September 20, 2016. No comments have yet to be received during this period. City Council will hold a public hearing to receive comment on the CAPER during its September 19, 2016 regular meeting. Upon closing of the public hearing, the City Council will consider approval of the CAPER at its recessed meeting on September 23, 2016, and authorize its submission by the City Manager to HUD. The deadline for the CAPER to be received by HUD is September 28, 2016.

## Recommended Action:

Receive public comment on the City's Draft Consolidated Annual Performance and Evaluation Report (CAPER) to HUD, and direct any comments received to the City Manager for consideration and inclusion in the CAPER to be presented to City Council for final approval on September 23, 2016.

Christopher P. Morrill  
 City Manager

## Attachment

**Distribution:** Council Appointed Officers  
 Brian Townsend, Assistant City Manager for Community Development  
 Chris Chittum, Director, Planning Building and Development  
 Keith Holland, Community Resources Program Administrator

*City of Roanoke, Virginia*



*2015-2016 Consolidated Annual*

*Performance and Evaluation Report (CAPER)*

*for the HUD Community Resources Division*

DRAFT COPY FOR  
CITIZEN REVIEW

## CR-05 - Goals and Outcomes

### Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Roanoke made great progress this year in terms of improving blighted areas within the city. The West End Neighborhood Revitalization Strategy Area (WETA) was concluded during the program year and a new targeted area, the Melrose-Orange Target Area (MOTA) began with rehabilitation and new homeownership opportunities. A successful transition was accomplished during 2015 as the City addressed infrastructure needs in WETA while new owner occupied residential development, along with owner-occupied rehabilitation activities were started in MOTA. 2015 was the fifth and final year that the City strategically directed funds for WETA.

### Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Code Enforcement	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	5000	0	0.00%	400	0	0.00%
Demolition	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	20	0	0.00%	4	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	2	0	0.00%			

Homeless Services	Homeless	CDBG: \$ / ESG: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	25	0	0.00%			
Homeless Services	Homeless	CDBG: \$ / ESG: \$	Homeless Person Overnight Shelter	Persons Assisted	10	0	0.00%	10	0	0.00%
Homeless Services	Homeless	CDBG: \$ / ESG: \$	Homelessness Prevention	Persons Assisted	50	0	0.00%	10	0	0.00%
Housing Rehabilitation	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	5	0	0.00%			
Housing Rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	100	0	0.00%	50	0	0.00%
New Homeownership	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	20	0	0.00%	1	0	0.00%
New Homeownership	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		3	0	0.00%
New Homeownership	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	20	13	65.00%	5	13	260.00%

Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			
Public Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	500	0	0.00%	200	0	0.00%
Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		30	0	0.00%
Public Services	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%	10	0	0.00%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City has prioritized housing rehabilitation and new homeownership as two of the highest priorities of need within the jurisdiction. There were more than 50 housing rehabilitations performed this year by three partners, Blue Ridge Independent Living Center, Renovation Alliance, and Total Action Against Poverty. Also, Habitat for Humanity either newly constructed or significantly rehabilitated 7 homes. Additionally, stormwater management and infrastructure improvements in order to correct blighting influences were also vital to capping off the West End Target Area project. With the investment of \$1.2 million in infrastructure, a section of the city that had fallen into poor condition due to disinvestment is now updated with a welcoming feel and drainage that will no longer flood each time it rains. The use of public funds in WETA has resulted in over \$4.0 million in private funds spent on residential and commercial development.

**CR-10 - Racial and Ethnic composition of families assisted**

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	ESG
White	0	7	0
Black or African American	0	46	0
Asian	0	12	0
American Indian or American Native	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0
<b>Total</b>	<b>0</b>	<b>65</b>	<b>0</b>
Hispanic	0	0	0
Not Hispanic	0	65	0

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

**Narrative**

CDBG, HOME, and ESG funding was utilized to benefit a variety of races and no one race was given priority over another. All programs are operated as a first-come, first served basis and are operated regardless of race or ethnicity.

**CR-15 - Resources and Investments 91.520(a)**

**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		0	678,102
HOME		0	125,119
ESG		0	

**Table 3 - Resources Made Available**

**Narrative**

Most of the carryover funding that was available for use this year was expended during the program year. Both CDBG and HOME expenditure deadlines were met.

**Identify the geographic distribution and location of investments**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Melrose-Orange Target Area	42		
Melrose-Orange Target Area	51		
West End Target Area	0		

**Table 4 – Identify the geographic distribution and location of investments**

**Narrative**

Most of the CDBG and all of the HOME funds allocated during the program year were programmed for activities that benefitted the Melrose-Orange Targeted Area. A portion of CDBG funding was used to benefit the West End Neighborhood Revitalization Strategy Area. Total drawn during the program year that benefitted either targeted area was: CDBG - \$DOLLARS!!; HOME - \$DOLLARS!!. A total of \$DOLLARS!! was allocated to Targeted Area benefits this year.

## Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Both CDBG and HOME funds were leveraged through the work of many of the city's subrecipients. Habitat for Humanity matched HOME funds at a much greater rate than the required 25% match. At least one private developer has spent nearly \$4.0 million on acquisition and rehabilitation of several properties in WETA to create affordable, market rate single family housing.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	1,087,990
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	1,087,990
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	1,087,990

**Table 5 – Fiscal Year Summary - HOME Match Report**

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

**HOME MBE/WBE report**

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

**Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period**

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
<b>Contracts</b>						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
<b>Sub-Contracts</b>						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
<b>Contracts</b>						
Dollar Amount	0	0	0			
Number	0	0	0			
<b>Sub-Contracts</b>						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 – Minority Business and Women Business Enterprises**

**Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted**

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition</b>						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	30	0
Number of Non-Homeless households to be provided affordable housing units	49	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>79</b>	<b>0</b>

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	0
Number of households supported through Rehab of Existing Units	48	0
Number of households supported through Acquisition of Existing Units	4	0
<b>Total</b>	<b>53</b>	<b>0</b>

Table 12 – Number of Households Supported

### Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City provided funding to several nonprofit agencies to complete rehabilitation of single family homeownership projects as well as the creation of affordable units through acquisition and rehabilitation or new construction. In addition, the City operated a down payment assistance program, benefitting XX low-income households. The City surpassed the estimated number of households to be assisted due to leveraging of partner resources.

### Discuss how these outcomes will impact future annual action plans.

Future action plans will still heavily focus on rehabilitation of single-family homeownership properties but leveraged money will be used to determine the goal for affordable units.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	3	1
Moderate-income	0	0
<b>Total</b>	<b>4</b>	<b>1</b>

Table 13 – Number of Persons Served

### Narrative Information

The City focuses heavily on lower-income households for its rehabilitation efforts. Alternately, the HOME program focuses on long-term affordability and assists low- to moderate-income households with incomes able to sustain the maintenance needs of homeownership.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City's Homeless Assistance Team (HAT) provides street outreach services to the city's homeless population. Through a centralized intake office conveniently located downtown near the bus terminal, the HAT team reaches out to homeless individuals and families that are unsheltered to assess their needs and provide solutions, including rapid-rehousing through the Council of Community Services.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City's ESG funding was used to provide emergency shelter and rapid rehousing of homeless individuals and families. See the ESG section for additional information.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City partners with the Community Housing Resource Center, part of the Council of Community Services, to provide homeless prevention services. CDBG and ESG funds were used to provide homeless intervention programs to families in danger of becoming homeless. Through the coordination of a "No Wrong Door" policy, each organization is equipped to assist individuals who are released from publicly funded institutions in order to avoid homelessness.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City has signed on to the Governor's challenge to end veteran homelessness by 2016. Excellent progress has been made this program year toward achieving this goal. The city does not experience high levels of chronic homelessness as there is adequate space in the city's emergency shelters. The

focus of most of the ESG funding received has been on rapid rehousing which has been effective in getting homeless persons into affordable, sustainable housing.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The City of Roanoke has its public housing needs served by the Roanoke Redevelopment and Housing Authority (RRHA). The RRHA is a separate public body from the city and, therefore, provides all of the services to the citizens for the housing choice voucher program, Section 8 program, and public housing. No CDBG or HOME funds were invested this year in public housing activities and no additional public housing units were created.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

RRHA encourages residents to become more involved in management by having the management of the public housing units contained within the housing complexes themselves. Public housing households are encouraged to participate in homeownership through the Family Self-Sufficiency program that provides Section 8 Housing Choice Voucher payments towards the household's mortgage payments while the household receives job training and housing and budget counseling to ensure their success through homeownership.

### **Actions taken to provide assistance to troubled PHAs**

Not applicable as the RRHA is not designated as a troubled agency.

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

*The Community Resources Division participated in the review of several plans during Program Year 2015, including the wireless master plan, amendments to the comprehensive plan, and several neighborhood specific plans. The city continues to seek opportunities for input into restrictive policies and procedures.*

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City received its annual allocation of ESG funding to address homelessness in the city. In addition, funding was provided to Blue Ridge Independent Living Center to provide home modification services for low-income disabled families in order to allow them to remain in their homes. The City continues to provide training and outreach to underserved populations to encourage homeownership and responsible rental housing practices. Staff provides training at least once each quarter to several homeless shelters in the area to inform the residents of their rights under the Federal and State Fair Housing Laws as well as their rights under the Virginia Residential Landlord Tenant Act (VRLTA). This training helps to ensure that homelessness does not become a repeat in many of these individual's lives.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City received its annual allocation of ESG funding to address homelessness in the city. In addition, funding was provided to Blue Ridge Independent Living Center to provide home modification services for low-income disabled families in order to allow them to remain in their homes. The City continues to provide training and outreach to underserved populations to encourage homeownership and responsible rental housing practices. Staff provides training at least once each quarter to several homeless shelters in the area to inform the residents of their rights under the Federal and State Fair Housing Laws as well as their rights under the Virginia Residential Landlord Tenant Act (VRLTA). This training helps to ensure that homelessness does not become a repeat in many of these individual's lives.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

In partnership with Habitat for Humanity in the Roanoke Valley, the City has endeavored to reduce the number of poverty-level families through the provision of homeownership assistance and substantial housing and budget counseling. A requirement for CDBG or HOME funded down payment assistance program is the provision of housing counseling services which assists families to better plan for their finances and, therefore, improve their financial situation through savings and by building equity. In addition, families currently living in poverty are provided information and referral to social and

economic services that may make an impact on their financial situations.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

Staff continued to receive training this year. Two staff members attended the HUD Environmental training in the Charleston, WV field office in 2016. Two staff members attended the Virginia Association of Housing Counselors (VAHC) spring training in early 2016. One staff member attended the VAHC fall conference in fall 2015, the National Fair Housing Alliance conference in summer 2016, the National Community Development Association conference in spring 2016, and the Virginia Statewide Neighborhood conference in fall 2015 where the city received an award for the West End Targeted Area Revitalization Project. Staff continues to cross-train so that all staff are knowledgeable of all HUD rules and regulations. Additionally, staff began using the HEROS system to input the environmental reviews which will assist with the compliance to environmental regulations.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Roanoke meets regularly with social service and public and private housing organizations in conjunction with the Roanoke Regional Housing Network, the Blue Ridge Interagency Council on Homelessness, and the Housing Partnership. In addition, members of these types of organization are on the city's Fair Housing Board which provides training and interaction on fair housing and accessibility issues to more than 400 individuals yearly.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

In order to overcome impediments to fair housing choice, the City of Roanoke has an active Fair Housing Board that works to provide education and outreach on the topic of fair housing choice to local residents and housing professionals. More than 400 people attended two trainings offered during the program year, including two specialized classes regarding hoarding as a disability and companion/emotional support animals.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The Community Resources Division maintains a Risk Analysis policy that requires that each activity undertaken with federal funds have a completed risk analysis worksheet. This worksheet determines whether or not there must be on-site monitoring or whether the activity can receive desk monitoring. All CDBG and HOME projects that have liens placed against the property have ownership and occupancy verified annually through a bulk mailing. This ensures that the properties remain the primary residence of the funding recipient. All ESG funded properties are monitored annually to ensure that their facilities pass the necessary inspections and that those individuals residing in those facilities are protected.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

An advertisement was placed in the Roanoke Times newspaper on DATEXXXXX with a 30 day public comment period commencing on DATEXXXXX and ending on DATEXXXXX. This comment period and advertisement corresponded with that which is denoted in the city's Citizen Participation Plan. A public hearing was also held by city council in conjunction with the Citizen Participation Plan on DATEXXXXX. No comments were received during the 30 day public comment period.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

There were no changes in the program objectives for Program Year 2015. The City still invests a majority of its funding within targeted areas within the city. This policy increases the likelihood that such targeted areas will become free from blight and blighting influences and become a desirable neighborhood for all socio-economic classes to reside.

<b>Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?</b>	No
--	----

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

**CR-50 - HOME 91.520(d)**

**Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The City does not allocate HOME funds to affordable rental housing, therefore no rental housing units were inspected on site this program year.

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

All of the city's HOME funds were allocated to Habitat for Humanity in the Roanoke Valley. As such, there is a built-in pre-existing market for homeownership within the applicants and waiting list for Habitat homes. Habitat has been very successful in reaching out to the refugee and English as a second language (ESL) populations. Habitat is marketed through newscasts, community gatherings, ribbon cutting and other ceremonies, and through word of mouth. Individuals are accepted into the program based on their ability to repay a mortgage and cooperate with the Habitat building process. If the household has credit or other issues barring them from participating, the household is assisted through housing counseling to become self-sufficient in order to obtain the Habitat mortgage. Interpreters are provided when necessary to ensure equal access to housing.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

During the program year, the city received \$DOLLARSXXX in program income from previous HOME funded activities. All \$DOLLARSXXX were drawn during the 2015 program year. The program income was drawn for the following activities: LIST THEM OUT HERE!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!

**Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)**

The City of Roanoke continues to operate the HOME program as a recapture program with shared appreciation. The sharing of appreciation allows the city to reinvest that program income back into the affordable housing programs and ensure more households can be assisted. The city also supported the RRHA's submission of an application for the Choice Neighborhood Grant which would have provided for several hundred affordable rental units. This year the city invested its allocation of HOME funds into the

Melrose-Orange Targeted Area (MOTA). This area was chosen due to its high concentration of older homes, poverty and minorities. As such, the priority is not only on building new homes, but rehabilitating and reoccupying abandoned, dilapidated, or dilapidating homes. As part of this process, the city has chosen to focus on this area because it does not contain a historic district that may cause costs to rise. This will assist the city to assist many more households than would have been assisted had there been a historic district.

## CR-60 - ESG 91.520(g) (ESG Recipients only)

### ESG Supplement to the CAPER in *e-snaps*

#### For Paperwork Reduction Act

#### 1. Recipient Information—All Recipients Complete

##### Basic Grant Information

Recipient Name	ROANOKE
Organizational DUNS Number	006704316
EIN/TIN Number	546001569
Identify the Field Office	RICHMOND
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Roanoke City & County/Salem CoC

##### ESG Contact Name

Prefix	Mr
First Name	keith
Middle Name	0
Last Name	Holland
Suffix	0
Title	Budget Team Leader

##### ESG Contact Address

Street Address 1	215 Church Avenue
Street Address 2	Room 305 North
City	Roanoke
State	VA
ZIP Code	24011-
Phone Number	5408536404
Extension	0
Fax Number	5408536597
Email Address	keith.holland@roanokeva.gov

##### ESG Secondary Contact

Prefix	Ms
First Name	Brenda
Last Name	Thornton
Suffix	0
Title	Community Resources Program Specialist I
Phone Number	5408536879
Extension	0
Email Address	crystal.hypes@roanokeva.gov

## 2. Reporting Period—All Recipients Complete

Program Year Start Date 07/01/2015  
Program Year End Date 06/30/2016

### 3a. Subrecipient Form – Complete one form for each subrecipient

**Subrecipient or Contractor Name:** ROANOKE  
**City:** Roanoke  
**State:** VA  
**Zip Code:** 24011, 1517  
**DUNS Number:** 006704316  
**Is subrecipient a victim services provider:** N  
**Subrecipient Organization Type:** Unit of Government  
**ESG Subgrant or Contract Award Amount:** 0

**Subrecipient or Contractor Name:** COUNCIL OF COMMUNITY SERVICES  
**City:** Roanoke  
**State:** VA  
**Zip Code:** 24004, 0598  
**DUNS Number:** 926483611  
**Is subrecipient a victim services provider:** N  
**Subrecipient Organization Type:** Other Non-Profit Organization  
**ESG Subgrant or Contract Award Amount:** 0

**Subrecipient or Contractor Name:** Family Promise Emergency Shelter  
**City:** Salem  
**State:** VA  
**Zip Code:** 24153, 3758  
**DUNS Number:** 153503862  
**Is subrecipient a victim services provider:** N  
**Subrecipient Organization Type:** Other Non-Profit Organization  
**ESG Subgrant or Contract Award Amount:** 0

## CR-65 - Persons Assisted

### 4. Persons Served

#### 4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 14 – Household Information for Homeless Prevention Activities

#### 4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 15 – Household Information for Rapid Re-Housing Activities

#### 4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 16 – Shelter Information

#### 4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 17 – Household Information for Street Outreach

#### 4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 18 – Household Information for Persons Served with ESG

#### 5. Gender—Complete for All Activities

	Total
Male	0
Female	0
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

Table 19 – Gender Information

**6. Age—Complete for All Activities**

	<b>Total</b>
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused/Other	0
Missing Information	0
<b>Total</b>	<b>0</b>

**Table 20 – Age Information**

**7. Special Populations Served—Complete for All Activities**

**Number of Persons in Households**

<b>Subpopulation</b>	<b>Total</b>	<b>Total Persons Served – Prevention</b>	<b>Total Persons Served – RRH</b>	<b>Total Persons Served in Emergency Shelters</b>
Veterans	0	0	0	0
Victims of Domestic Violence	0	0	0	0
Elderly	0	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
<b>Persons with Disabilities:</b>				
Severely Mentally Ill	0	0	0	0
Chronic Substance Abuse	0	0	0	0
Other Disability	0	0	0	0
<b>Total (Unduplicated if possible)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Table 21 – Special Population Served**

## CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

### 10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	0
Total Number of bed-nights provided	0
Capacity Utilization	0.00%

Table 22 – Shelter Capacity

### 11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

Outcome Statement (Homeless Prevention): By providing financial assistance, at least 60% of all eligible households will remain in permanent housing and achieve sustainability of decent housing and a suitable living environment.

Result: Of the number of individuals assisted, all (100%) were able to remain in their homes.

## CR-75 – Expenditures

### 11. Expenditures

#### 11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
<b>Subtotal Homelessness Prevention</b>	<b>0</b>	<b>0</b>	<b>0</b>

Table 23 – ESG Expenditures for Homelessness Prevention

#### 11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
<b>Subtotal Rapid Re-Housing</b>	<b>0</b>	<b>0</b>	<b>0</b>

Table 24 – ESG Expenditures for Rapid Re-Housing

#### 11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Essential Services	0	0	0
Operations	0	0	0
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>

Table 25 – ESG Expenditures for Emergency Shelter

**11d. Other Grant Expenditures**

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
HMIS	0	0	0
Administration	0	0	0
Street Outreach	0	0	0

Table 26 - Other Grant Expenditures

**11e. Total ESG Grant Funds**

Total ESG Funds Expended	2013	2014	2015
0	0	0	0

Table 27 - Total ESG Funds Expended

**11f. Match Source**

	2013	2014	2015
Other Non-ESG HUD Funds	0	0	0
Other Federal Funds	0	0	0
State Government	0	0	0
Local Government	0	0	0
Private Funds	0	0	0
Other	0	0	0
Fees	0	0	0
Program Income	0	0	0
<b>Total Match Amount</b>	<b>0</b>	<b>0</b>	<b>0</b>

Table 28 - Other Funds Expended on Eligible ESG Activities

**11g. Total**

Total Amount of Funds Expended on ESG Activities	2013	2014	2015
0	0	0	0

Table 29 - Total Amount of Funds Expended on ESG Activities



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** September 19, 2016  
**Subject:** Sale of City-Owned Property Located on Jae Valley Road in Roanoke County, Virginia to the County of Roanoke, Virginia (CM16-00128)

## **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 (Property.) 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.

## **Considerations:**

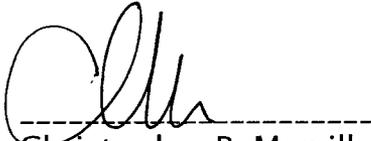
The proposed Contract for Purchase and Sale of Real Property (Contract) establishes the purchase price as \$10.00. As additional consideration, Roanoke County agrees to cooperate with the City to voluntarily adjust the boundaries between the two jurisdictions in order to move certain commercially developed properties located in Roanoke County on Williamson Road and Blue Hills Village Drive into the City limits.

The Contract provides that a restrictive covenant will be included in the deed that will restrict use of the Property to public park facilities and public recreational uses. Roanoke County will also include signage within the park facilities acknowledging the collaboration between the City of Roanoke and Roanoke County in the development of the park.

## **Recommended Action:**

Absent comments at the public hearing to the contrary, adopt the attached ordinance authorizing the City Manager to execute a Contract substantially similar to the one attached to this report, and to execute such other documents

including a Special Warranty Deed of Conveyance for the transfer of the Property to Roanoke County in accordance with the terms of the contract, and to take such further actions as may be necessary to implement, administer, and enforce such Contract. All documents are subject to approval as to form by the City Attorney.



Christopher P. Morrill  
City Manager

Attachment

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

DRAFT DATE: 08.18.2016 (final)

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

This Contract For Purchase and Sale of Real Property (Contract) is dated \_\_\_\_\_, 2016, by and between the City of Roanoke, Virginia, a Virginia municipal corporation (Seller or City), and County of Roanoke, Virginia, an instrumentality of the Commonwealth of Virginia (Buyer or County).

**RECITALS:**

WHEREAS, Seller is the owner of two parcels of real property, together with any buildings and improvements thereon, situated on Jae Valley Road, Roanoke County, Virginia, bearing Official Tax Map Numbers 089.00-03-29.01-0000 and 089.00-03-29.02-0000, and more particularly described in **Exhibit A** attached hereto and made a part hereof (collectively, the "Property");

WHEREAS, Seller is desirous of selling the Property to Buyer and Buyer is desirous of acquiring the Property for the purposes of developing, constructing, operating and maintaining a public park in accordance with the terms and conditions of this Contract; and

WHEREAS, Seller will sell the Property to Buyer subject to the terms, conditions, and restrictions set forth in this Contract.

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

**SECTION 1. DEFINITIONS.**

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

**Adjacent Parcel:** Adjacent Parcel shall mean property of Seller situated in Roanoke County, Virginia, bearing Official Tax Map Number 089-00-03-29.00-0000.

**Buyer's Proposal:** Buyer's Proposal refers to the development of a passive public park that will provide access to the public for use of Back Creek for canoes and kayaks, and such other public recreational uses, all as more particularly described on **Exhibit B** attached hereto and made a part hereof.

**Closing:** The consummation of this Contract by Seller's delivery of a Deed to the Property to Buyer.

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

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**Contemplated Use:** The development of a passive public park facility with public access to Back Creek for canoe and kayak uses.

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

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

**Improvements:** Any and all improvements, and all appurtenances thereto, located on the Property at the time of Closing.

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

**Reservation of Easement:** This term shall mean the right of Seller to reserve an easement for access across the Property for access to enter onto, and egress from the Adjacent Parcel, from time to time, and for any time, for pedestrians by foot, and by persons with vehicles and equipment, for any and all activities conducted or to be conducted on the Adjacent Parcel. The Reservation of Easement shall benefit the Adjacent Parcel and shall burden the Property and shall run with the land. The Reservation of Easement shall be included in the Deed and shall permit the Seller, its successors and assigns to enter onto the Property to construct, operate, maintain, repair and replace roadways, driveways, or other improved access across the Property from existing public streets to the Adjacent Parcel. All such construction, maintenance, operation, repair and replacement shall be at the sole cost of the owner of the Adjacent Parcel.

**Restriction on Use:** This term shall mean the restrictive covenant included in the Deed that will restrict the use of the Property by Buyer, its successors and assigns, to public park facilities and public recreational uses that include public access to Back Creek for canoe and kayak uses. Buyer, its successors and assigns, shall include signage within the public park facilities acknowledging the collaboration between the County of Roanoke, Virginia and the City of Roanoke, Virginia in the development of these public park facilities. Such signage shall be visible to the public from Jae Valley Road. The restriction on Use shall burden the Property and shall run with the land.

**Substantial Completion, Substantially Complete or Completed, or Substantial Conformance:** Development of the Property by Buyer in accordance with the Contemplated Use of Property and Buyer's Proposal.

**Title Commitment:** A commitment for title insurance in favor of Buyer for the Property to be issued by a Title Company.

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

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

- A. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon all the terms, covenants, and conditions set forth in this Contract.
- B. The purchase price for the Property (Purchase Price) shall be Ten Dollars (\$10.00) payable in cash or certified check from Buyer to Seller at Closing, together with performance of all other obligations of Buyer as set forth in this Contract.
- C. As additional consideration for entering into this Contract, Buyer agrees to cooperate with Seller in voluntarily adjusting certain boundaries between the City of Roanoke, Virginia and the County of Roanoke, Virginia, pursuant to Section 15.2-3106, et. seq., Code of Virginia (1950), as amended, as more particularly described in **Exhibit C** attached hereto and made part hereof (Boundary Adjustments) and diligently pursue approval of the Boundary Adjustments before the Circuit Court pursuant to Section 15.2-3108, Code of Virginia (1950), as amended..

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

- A.
  - 1. As a condition precedent to Buyer's obligation to purchase the Property or otherwise to perform any obligations provided for in this Contract, Seller, as of the Closing, shall have complied with Seller's obligations, representations and warranties in this Contract, and the fulfillment to Buyer's reasonable satisfaction of Seller's delivery to Buyer on the Closing Date of title to the Property and other documents as prescribed in Section 10.
  - 2. As a condition precedent to Seller's obligation to sell the Property or otherwise perform any obligations provided for in this Contract, Buyer, as of the Closing, shall have complied with Buyer's obligations, representations, and warranties in this Contract.
  - 3. As a condition precedent to Seller's obligation to sell the Property, Buyer and Seller shall have approved the agreements for the Boundary Adjustments as described in Exhibit C attached hereto and made a part hereof and submitted the petition to the Circuit Court pursuant to Section 15.2-3108, Code of Virginia (1950), as amended.
- B. Buyer and/or Seller may, at any time on or before the Closing Date, at its election, waive in writing any of the other party's conditions precedent referenced in this Section 3, and Buyer's and Seller's consummation of the transaction on the Closing Date shall waive all such conditions precedent.
- C. In the event that the Closing has not occurred through no fault of Seller on or before the Closing Date, Seller, by written notice given to Buyer, shall provide Buyer with a ten (10) Day cure period from the Closing Date in which to deliver the Purchase Price and proceed with Closing. If Closing has not occurred within such additional time period

through no fault of Seller, this Contract shall automatically be terminated without any further action. In the event of any termination as set forth above, this Contract shall be deemed terminated and of no further force and effect.

- E. Upon the request of Seller, Buyer, its officers, agents, employees, contractors, subcontractors, licensees, designees, representatives and consultants, shall within a reasonable period of time after receipt of any preliminary or final survey, test results or conclusory reports and environmental opinion statements, deliver copies of same to Seller. If Seller so requests, Buyer shall also turn over copies of raw data obtained and any laboratory and observation reports or analyses. Such copies of all the above shall be provided to Seller without charge.
  
- G. Buyer, its officers, agents, employees, contractors, subcontractors, licensees, designees, representatives and consultants, shall at all times comply with all applicable federal, state, and local laws, rules, and regulations. Buyer, its officers, agents, employees, contractors, subcontractors, licensees, designees, representatives and consultants, prior to exercising any rights under Section 16, shall obtain, at their cost, any and all required permits and/or licenses for any such work.

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

A. Obligations at Closing.

1. Seller's Obligations.

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

2. Buyer's Obligations.

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

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

restrictions set forth in this Contract, including, without limitations, the Reservation of Easement and the Restriction on Use.

- (iv) Buyer shall enter into agreements with Seller to initiate the process to make the Boundary Adjustments in accordance with applicable laws of the Commonwealth of Virginia.
- (v) Buyer shall promptly pay for all advertising costs and any related fees or costs connected with this Contract and/or the sale of the Property, including, but not limited to costs for any advertisement of required public hearing(s). Such payment shall be made directly to the entity providing the advertising or other service, or to the Seller, as the Seller may direct.
- (vi) Buyer agrees that the conditions and obligations of Buyer under this Contract which are to be performed post-Closing are conditions and obligations that shall be incorporated either directly or by reference in any deed to the Property from Seller to Buyer, shall survive Closing, and shall be binding on Buyer's successors and assigns. These conditions and obligations of the Buyer which survive the Closing shall run with the land.

B. Post-Closing Performance Obligations of Buyer.

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

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

2. Substantial Completion of Construction.

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

3. Reports.

Buyer agrees to and shall provide a written report (which may be by email) to the Seller's Assistant City Manager for Community Development advising Seller that Buyer has Substantially Completed construction of the Project in accordance with the terms of this Contract. Such report shall be provided to Seller within thirty (30) Days following Substantial Completion of construction.

**SECTION 5. COMPLIANCE WITH LAWS.**

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

**SECTION 6. ASSIGNMENT.**

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

**SECTION 7. INDEMNITY.**

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

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respective contractors, or subcontractors arising out of or connected in any way to the construction of the Project as provided in this Contract.

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

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

### **SECTION 9. COVENANTS AND WARRANTIES.**

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

B. Seller further represents and warrants with respect to the Property that:

1. **Title.** Seller has title to the Property subject to all restrictions and encumbrances of record.
2. **Condemnation.** Seller has no knowledge of any pending or threatened proceedings for condemnation or the exercise of the right of eminent domain as to any part of the Property.
3. **Special Taxes.** Seller has no knowledge of, nor has it received any notice of, any other special taxes or assessments relating to the Property, or any part thereof.
4. **Hazardous Materials.** Seller makes no warranties or representations of any type regarding hazardous materials of any type with respect to the Property.
5. **Access.** Ingress to and egress from the Property is available at Jae Valley Road in Roanoke County, Virginia.

### **SECTION 10. TITLE AND CLOSING.**

A. Title to the Property, in accordance with the Survey, shall be conveyed by Seller to Buyer by a Deed, subject to the following:

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1. Ad valorem real property taxes and stormwater fees for the current year, not yet due and payable;
  2. Those matters of title to which Buyer has not objected to in writing (Seller agrees to take reasonable efforts to resolve matters objected to by Buyer which efforts shall not include the expenditure of funds to third parties);
  3. Those matters reflected on any survey completed by Buyer and to which Buyer has not objected to in writing (Seller agrees to take reasonable efforts to resolve matters objected to by Buyer which efforts shall not include the expenditure of funds to third parties);
  4. Easements and other restrictions of record as of the date of execution of this Contract by Seller, the Reservation of Easement, and the Restriction on Use;
  5. Liens and objections shown on the Title Commitment;
  6. Other standard exceptions contained in a Title Policy as defined in Section 10(B) below.
  7. Those items and matters set forth in this Contract and that the obligations and undertakings of Buyer in this Contract shall survive Closing and be incorporated into the Deed. All of the foregoing exceptions are herein referred to collectively as the "Conditions of Title."
- B. Delivery of title in accordance with the foregoing shall be evidenced by the willingness on the Closing Date of the Title Company to issue, upon payment of its normal premium, to Buyer its A.L.T.A. (Form B) Owner's Policy of Title Insurance (the "Title Policy") insuring Buyer in the amount of the Purchase Price in respect to the Property and that title to the Property are vested in Buyer, subject only to the Conditions of Title.
- C. Buyer and Seller shall consummate and complete the closing of this transaction on or before October 31, 2016, with the specific Closing date being designated by Buyer in writing to Seller at least ten (10) business days in advance thereof (the "Closing Date").
- D. The purchase and sale of the Property shall be closed (the "Closing") at 10:00 A.M. on the Closing Date in the Office of the City Attorney, or at such other location, date, and time as shall be approved by Buyer and Seller.
1. On the Closing Date, Seller shall deliver or cause to be delivered to Buyer the following documents:
    - a) Its duly executed and acknowledged Deed conveying to Buyer the Property in accordance with the provisions of this Contract;

- b) A mechanic's lien affidavit executed by a representative of Seller, satisfactory to the Title Company, and to the effect that no work has been performed on the Property by Seller in the one hundred twenty-five (125) Days immediately preceding the Closing Date that could result in a mechanic's lien claim, or, if such work has been performed, it has been paid for in full;
  - c) Such evidence and documents including, without limitation, a certified copy of the ordinance adopted by Seller, as may reasonably be required by the Title Company evidencing the authority of the person(s) executing the various documents on behalf of Seller in connection with its sale of the Property;
  - d) A duly executed counterpart of a Closing Statement; and
  - e) Any other items required to be delivered pursuant to this Contract.
- E. At Closing, real property taxes and other fees and charges assessed against the Property by Roanoke County shall be prorated with Buyer being responsible for all periods thereafter.
- F. Buyer shall pay for (i) the cost of all investigations of the Property including, but not limited to, examination of title and title insurance premiums for issuance of the Title Policy; (ii) all attorney's fees and expenses incurred by legal counsel to Buyer; and (iii) any Grantee's tax and recording costs required to be paid in connection with the recording of the Deed.
- G. Seller shall pay the Grantor's tax, if any, and the expenses of legal counsel for Seller, if any.
- H. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to the provisions of this Contract.

**SECTION 11. CONDEMNATION.**

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

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Closing Date, Seller shall assign, transfer, and set over to Buyer all of the right, title, and interest of Seller in and to any awards that have been or that may thereafter be made for any such taking or takings.

**SECTION 12. RISK OF LOSS.**

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

**SECTION 13. COMMISSIONS.**

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

**SECTION 14. REMEDIES.**

- A. In the event Buyer shall have fully performed or tendered performance of its duties and obligations hereunder, but Seller fails to perform any of its duties or responsibilities in accordance with the terms and provisions hereof prior to Closing, Buyer's remedies shall be either (i) an equitable suit to enforce specific performance of such duties or responsibilities; or (ii) termination of this Contract. In the event that Buyer elects to terminate this Contract, Buyer shall provide Seller with written notice of termination and upon termination, neither party shall have any further rights or obligations under this Contract. Any and all other remedies otherwise available to Buyer, at law or in equity, are hereby expressly waived by Buyer except as otherwise specifically stated in this Contract.
  
- B. In addition to the remedy of repurchasing the Property pursuant to Section 15 of this Contract in the event of nonperformance of Buyer's obligations under Section 4.B.1 of this Contract, if Buyer either (i) fails to comply with any of the terms and conditions, or any of Buyer's obligations under this Contract that require Buyer's performance within a specific time period prior to Closing; or (ii) fails to comply with any other terms of this Contract or any other obligations of Buyer under this Contract prior to Closing after written notice of such default is provided by Seller and Buyer fails to cure such default within thirty (30) Days

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following Buyer's receipt of such notice, then, in either event, Seller may terminate this Contract and recover any specific monetary damages directly caused by Buyer's breach.

**SECTION 15. SELLER'S OPTION TO REPURCHASE AND BUYER'S AGREEMENT NOT TO CONVEY THE PROPERTY.**

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

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

- A. Buyer shall have 30 Days following the execution of this Contract to complete Buyer's due diligence review of the Property (Inspection Period) to determine if there are any issues that would prevent the Buyer's use of the Property. Should Buyer determine during such Inspection Period that it is not satisfied with the Property or any characteristics thereof for any reason whatsoever, in Buyer's sole and absolute discretion, Buyer may terminate this Contract by notifying the Seller in writing as soon as possible, but no later than ten (10) Days after the end of such Inspection Period, of Buyer's decision to terminate the Contract. In such case, this Contract shall thereupon be terminated and of no further force and effect, unless Seller and Buyer mutually agree to modify this Contract to address any such issues.
- B. Buyer shall comply with the insurance requirements set forth in the Contract, including the items set forth below:
  - 1. Neither Buyer nor any subcontractor shall enter the Property to conduct any inspections under this Section 16 until Buyer's contractors and subcontractors

have obtained and provided proof of the required insurance coverages to Seller, and such proof has been approved by Seller. Buyer confirms to Seller that all contractors and subcontractors have provided Buyer with proof of such insurance, or will do so prior to commencing any work under this Section 16.

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

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

OR

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

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

3. The minimum insurance policies and/or coverages that shall be provided by Buyer's contractors and subcontractors include the following:

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- (a) Commercial General Liability: \$2,000,000.00  
  
\$2,000,000.00 General Aggregate Limit (other than Products/Completed Operations).  
  
\$2,000,000.00 Products/Completed Operations Aggregate Limit.  
  
\$2,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).  
  
\$2,000,000.00 each occurrence limit
- (b) Automobile Liability: \$1,000,000.00 combined single limit
- (c) Workers' Compensation and Employer's Liability:  
Workers' Compensation: statutory coverage for Virginia  
Employer's Liability:  
\$100,000.00 Bodily Injury by Accident each occurrence  
\$500,000.00 Bodily Injury by Disease Policy Limit.  
\$100,000.00 Bodily Injury by Disease each employee.
- (d) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (e) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Buyer's and its subcontractors' insurance company shall waive rights of subrogation against Seller and its officers, employees, agents, assigns, and volunteers.

4. Proof of Insurance Coverage:

- (a) Buyer shall furnish Seller with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (b) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.



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**SECTION 18. TIME.**

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

**SECTION 19. SUCCESSORS AND ASSIGNS.**

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

**SECTION 20. COUNTERPART COPIES.**

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

**SECTION 21. CONSTRUCTION.**

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

**SECTION 22. SEVERABILITY AND SURVIVAL.**

If any term of this Contract is found to be invalid, such invalidity shall not affect the remaining terms of this Contract, which shall continue in full force and effect. The parties intend for the provisions of this Contract to be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable by any court or agency of competent jurisdiction, they shall be deemed modified to the extent necessary to make them enforceable. **ALL TERMS AND CONDITIONS OF THIS CONTRACT TO BE PERFORMED BY THE PARTIES POST-CLOSING SHALL SURVIVE CLOSING.**

**SECTION 23. COOPERATION.**

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

**SECTION 24. AUTHORITY TO SIGN.**

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

**SECTION 25. NONWAIVER**

Each party agrees that any party's waiver or failure to enforce or require performance of any term or condition of this Contract or any party's waiver of any particular breach of this Contract

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

**SECTION 26. FAITH BASED ORGANIZATIONS.**

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

**SECTION 27. EQUAL EMPLOYMENT OPPORTUNITY.**

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

- (a) Buyer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Parcel 1B and 1A. Buyer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Buyer, in all solicitations or advertisements for employees placed by or on behalf of Buyer, will state that Buyer is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) Buyer will include the provisions of the foregoing subsections in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each Buyer or vendor.

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

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

**SECTION 29. FORCE MAJEURE.**

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

**SECTION 30. ENTIRE CONTRACT.**

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

SIGNATURES APPEAR ON FOLLOWING PAGES

**DRAFT DATE: 08.18.2016 (final)**

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

ATTEST:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

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

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

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

My commission expires:

\_\_\_\_\_

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

SEAL

WITNESS/ATTEST:

COUNTY OF ROANOKE, VIRGINIA

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas C. Gates, County Administrator

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Thomas C. Gates, the County Administrator of County of Roanoke, Virginia, an instrumentality of the Commonwealth of Virginia, for and on behalf of said instrumentality.

My commission expires:

\_\_\_\_\_

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

SEAL

**DRAFT DATE: 08.18.2016 (final)**

Approved as to Form:

Approved as to Execution:

\_\_\_\_\_  
Roanoke City Attorney

\_\_\_\_\_  
Roanoke City Attorney

Authorized by Roanoke City Council Ordinance No. \_\_\_\_\_

Approved as to Form:

Approved as to Execution:

\_\_\_\_\_  
Roanoke County Attorney

\_\_\_\_\_  
Roanoke County Attorney

Authorized by Roanoke County Board of Supervisors Ordinance No. \_\_\_\_\_

- Exhibit A     Property Description
- Exhibit B     Buyer's Proposal
- Exhibit C     Boundary Adjustment Agreements

**DRAFT DATE: 08.18.2016 (final)**

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

Property identified as Tax Parcel ID 089.00-03-29.01-0000; containing approximately 0.434 acres (+/-); located at 3959 Jae Valley Road, Roanoke, Virginia .

And property identified as Tax Parcel ID 089.00-03-29.02-0000; containing approximately 9.44 acres (+/-); located at 3963 Jae Valley Road, Roanoke, Virginia .

26

A. 4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to execute a Contract for Purchase and Sale of Real Property (“Contract”) between the City of Roanoke, Virginia (“City”), and the County of Roanoke, Virginia (“Buyer”), to sell to Buyer certain real property located on Jae Valley Road, in Roanoke County, Virginia, designated as Roanoke County Official Tax Map Nos. 089.00-03-29.01-0000 and 089.00-03-29.02-0000 (“Property”), upon certain terms and conditions; the reservation of an access easement by the City across the Property to provide access to a public street for City-Owned property; authorizing the City Manager to execute such further documents and take such further actions as may be necessary to accomplish the above matters; and dispensing with the second reading of this Ordinance by title.

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

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

1. The City Manager is hereby authorized on behalf of the City to execute a Contract, substantially similar to the Contract attached to the City Council Agenda Report dated September 19, 2016, to sell to Buyer certain real property located on Jae Valley Road, in Roanoke County, Virginia, designated as Roanoke County Official Tax Map Nos. 089.00-03-29.01-0000 and 089.00-03-29.02-0000 (“Property”) for the purchase price of \$10.00, together with other consideration and performance of other obligations by Buyer, for the developing, constructing, operating and maintaining of a public park facility with public access to Back Creek for canoe and kayak uses, subject to certain terms and conditions as set forth in the

Contract, including (i) the limitation on use of the Property to public park facilities and public park uses and the acknowledgement of the collaboration between Roanoke County and the City through installation of signage at these facilities, and (ii) the reservation of an access easement by the City across the Property to provide access to a public street for City-Owned property, designated as Roanoke County Official Tax Map No. 089.00-03-29.00-0000 (“Adjacent Property”) for access to enter into and egress from Adjacent Property, upon such terms and conditions as more particularly set forth in the above-mentioned Agenda Report.

2. The City Council further finds the sale of the Property will be of economic benefit to the City and its citizens.

3. The City Manager is further authorized to execute such further documents, including a Special Warranty Deed of Conveyance for the transfer of the Property to the Buyer in accordance with the terms of the Contract, and take such further actions as may be necessary to implement, administer, and enforce the Contract and complete the sale and transfer of the Property to the Buyer.

4. The City Manager is further authorized on behalf of the City to negotiate and execute such further documents and take such further actions related to this matter and as may be necessary to implement, administer, and enforce the conditions and obligations that must be met by Buyer pursuant to the Contract.

5. The form of the documents referred to above and in the City Council Agenda Report are to be approved by the City Attorney.

6. 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:** September 19, 2016  
**Subject:** Boundary Line Adjustment between City of Roanoke and Roanoke County - 5400 Block of Williamson Road N.E. (CM16-00120)

## **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. One of the proposed boundary line adjustments would consist of moving approximately 1.0736 acres of property owned by CFS4 III, L.L.C. and an adjacent 0.0225 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 as Exhibit A in the attached agreement between the City of Roanoke and Roanoke County (Williamson Road Agreement). The Williamson Road Agreement outlines the intent of the City and County, and identifies those costs associated with the process that will be equally shared by the City and the County. The boundary line adjustment would enable the property associated with the Happy's Flea Market site and an adjacent commercial site to reside within the City of Roanoke so as to enable opportunities for the combination and subdivision of lots as appropriate for future development potential. If approved by the Circuit Court, the boundary line adjustment would take effect on January 1, 2017.

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 a boundary line adjustment.

## **Recommended Action:**

Absent comments to the contrary at the public hearing, authorize the Mayor to execute the Williamson Road Agreement between the County of Roanoke and the City of Roanoke agreeing to the proposed boundary adjustment substantially similar in form to the agreement attached to this Report; authorize the City Attorney to jointly file the necessary petition with the Circuit Court seeking an order approving the boundary line changes, and authorize the

Mayor, the City Manager, and/or the City Attorney to take any additional actions that may be necessary to effect the change.



-----  
Christopher P. Morrill  
City Manager

Attachment

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

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the COUNTY OF ROANOKE, VIRGINIA ("County") and the CITY OF ROANOKE, VIRGINIA ("City").

WHEREAS, both of the respective governing bodies desire to relocate and change portions of the boundary lines between Roanoke County and the City of Roanoke; and

WHEREAS, the City Council of the City of Roanoke held a public hearing on this matter on September 19, 2016, and the Board of Supervisors of Roanoke County held a public hearing on this matter on September 13, 2016, upon publication of notice as required by law, and upon notice to affected property owners; and

WHEREAS, the governing bodies desire to petition the Court for approval pursuant to the provisions of Article 2, Chapter 31, Title 15.2, Code of Virginia, as amended.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do agree as follows:

1. That the proposed boundary line adjustments are shown on a plat entitled "Plat From Records for Roanoke County, Virginia and the City of Roanoke, Virginia Showing 1.0736 acres (46,766 Sq. Ft.) and 0.0225 acre (979 Sq. Ft.) Being Transferred from Roanoke County Corporate Limits to the City of Roanoke Corporate Limits," dated August 4, 2016, and reviewed and sealed by Frank B. Caldwell, III, Land Surveyor with Caldwell White Associates, on August 16, 2016, ("Williamson Road Plat"), which Williamson Road Plat is attached hereto as Exhibit A.

2. That the corporate boundaries between the Roanoke County and the City of Roanoke be adjusted effective January 1, 2017, subject to approval of the Roanoke County

Circuit Court, as follows:

(A) A parcel of real estate owned by CFS-4 III, LLC, and containing 1.0736 acres being along Williamson Road, U.S. Route 11 and 220 (being a part of Tax Map #38.14-01-77.00), and currently located in Roanoke County will be included within the corporate boundary of the City of Roanoke.

(B) A parcel of real estate owned by Williamson Road Plaza, LLC, and containing 0.0225 acre being along Williamson Road, U.S. Route 11 and 220 (being part of Tax Map #38.14-01-76.00), and currently located in Roanoke County will be included within the corporate boundary of the City of Roanoke.

3. That the County and City desire to petition the Circuit Court of the County of Roanoke to approve the relocation of the boundary line and the County and the City mutually agree that the cost for preparation of the plat and the publication of the notice be shared equally between the two jurisdictions. The County will initially pay all expenses and the City will subsequently reimburse the County for one-half of such expenses.

WITNESS the following signatures and seals:

**FOR THE COUNTY OF ROANOKE:**

Approved as to Form:

\_\_\_\_\_  
Peter S. Lubeck  
Senior Assistant County Attorney

BOARD OF SUPERVISORS  
COUNTY OF ROANOKE, VIRGINIA

By: \_\_\_\_\_  
Thomas C. Gates  
County Administrator

**FOR THE CITY OF ROANOKE:**

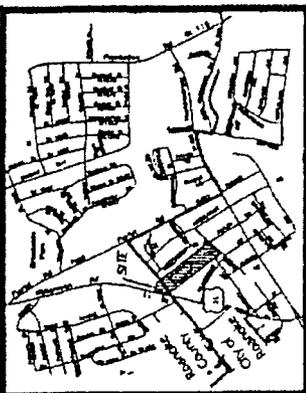
Approved as to Form:

\_\_\_\_\_  
Daniel J. Callaghan  
City Attorney

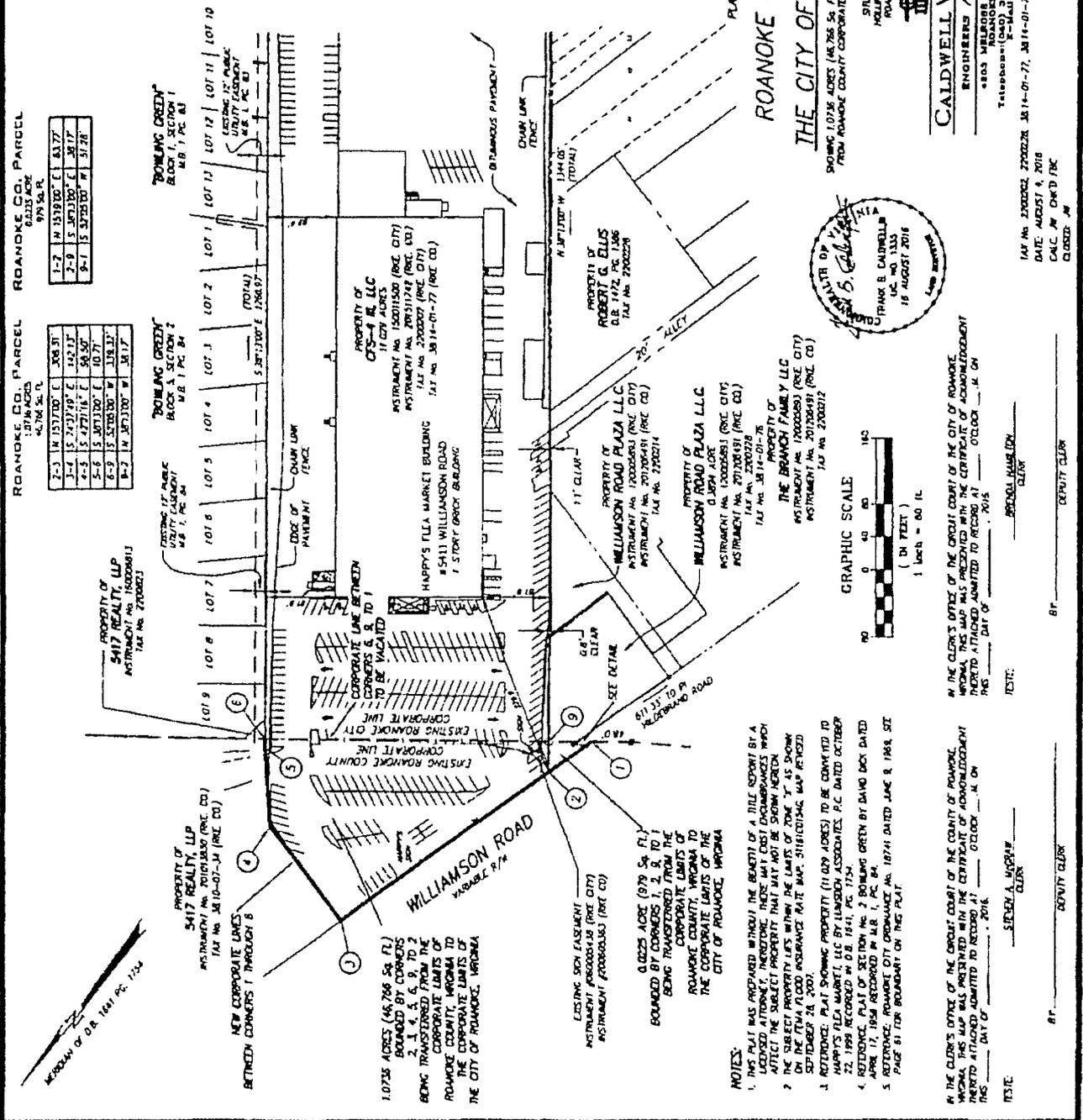
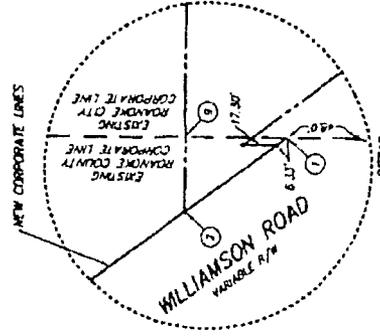
CITY COUNCIL  
CITY OF ROANOKE, VIRGINIA

By: \_\_\_\_\_  
Sherman P. Lea, Sr.  
Mayor

EXHIBIT A  
WILLIAMSON ROAD PLAT



NEIGHBORHOOD MAP  
NO SCALE



ROANOKE CO. PARCEL

1-2	N 3519100 E	43.77
2-3	S 3071300 E	38.17
3-4	S 3252100 W	37.28

ROANOKE CO. PARCEL

1-2	N 3519100 E	305.91
2-3	S 3071300 E	102.13
3-4	S 3252100 W	98.50
4-5	S 3071300 E	10.71
5-6	S 3252100 W	108.37
6-7	N 3071300 W	38.17

ROANOKE CO. PARCEL

1-2	N 3519100 E	305.91
2-3	S 3071300 E	102.13
3-4	S 3252100 W	98.50
4-5	S 3071300 E	10.71
5-6	S 3252100 W	108.37
6-7	N 3071300 W	38.17

Exhibit A Williamson Road Plat

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A.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the Mayor to execute an agreement between the County of Roanoke, Virginia, and the City of Roanoke, Virginia, relating to certain boundary line adjustments between those governmental entities and affecting properties presently located in Roanoke County along Williamson Road, U.S. Route 11 and 220; directing that certain other actions relating to such boundary line be taken as provided by law; authorizing the Mayor, the City Manager, and the City Attorney to take such further action as may be necessary to implement such agreement and boundary line adjustments; and dispensing with the second reading of this ordinance by title.

WHEREAS, the Council deems it necessary in order to further the public health, safety, and welfare to relocate portions of the boundary line between the City of Roanoke and the County of Roanoke in accordance with the provisions of Section 15.2-3106, et seq., of the Code of Virginia (1950), as amended;

WHEREAS, relocation of the boundary line between such governmental entities in the areas proposed will permit more effective and efficient delivery of municipal services;

WHEREAS, the City Manager has recommended to Council establishment of a new boundary line at certain points between the City of Roanoke and the County of Roanoke, as set out in the City Council Agenda Report dated September 19, 2016;

WHEREAS, Roanoke County, through its administration, has recommended to the Roanoke County Board of Supervisors that it agree to the boundary line relocation;

WHEREAS, in accordance with Section 15.2-3107 B of the Code of Virginia (1950), as amended, Roanoke County provided written notice of this proposed boundary line adjustment to the

owners of the affected properties that are currently in Roanoke County and will be relocated into the City of Roanoke, as more fully described in the City Council Agenda Report dated September 19, 2016;

WHEREAS, pursuant to the requirements of Section 15.2-3107 of the Code of Virginia (1950), as amended, the City and County jointly advertised public hearings before the Roanoke County Board of Supervisors on September 13, 2016 and before the Roanoke City Council on September 19, 2016, to consider this matter, and City Council held a public hearing on September 19, 2016, at which time citizens were given the opportunity to express their views on this matter; and

WHEREAS, after consideration of the views expressed at the public hearing, Council concurs in the recommendation of the City Manager as set forth in the City Council Agenda Report dated September 19, 2016, to adopt the agreement to relocate the boundary line as described in the City Council Agenda Report dated September 19, 2016.

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

1. The Mayor is authorized to execute an agreement between the City of Roanoke and the County of Roanoke, in a form approved by the City Attorney, establishing a new boundary line at certain points located along Williamson Road, U.S. Route 11 and 220 between the jurisdictions as more particularly described in the exhibits attached to the City Council Agenda Report dated September 19, 2016, all of which are incorporated by reference herein.

2. Upon execution of the agreement between the governing bodies, the City Attorney and/or County Attorney is authorized to petition the Circuit Court of one of the affected jurisdictions to relocate the boundary line in accordance with the exhibits attached to the City Council Agenda Report dated September 19, 2016.

3. Upon entry of an order by the Circuit Court establishing the new boundary line, the Clerk of the Circuit Court is requested to forward a certified copy of such order to the Secretary of the Commonwealth, as required by law.

4. The Mayor, the City Manager, and City Attorney are authorized to take, or cause to be taken, such other actions, and to execute other documents as may be required by law to effect the changes in the boundary line as set forth herein.

5. The City Clerk is directed to forward an attested copy of this ordinance to the Clerk of the Board of Supervisors for Roanoke County.

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

ATTEST:

City Clerk.



A.6.

# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** September 19, 2016  
**Subject:** Boundary Line Adjustment between City of Roanoke and  
Roanoke County - Blue Hills Village Drive, N.E. (CM16-00121)

## **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. One of the proposed boundary line adjustments would consist of moving approximately 1.2089 acres of property owned in two separate lots by the National Bank of Blacksburg, along with approximately .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 as Exhibit A in the attached agreement between the City of Roanoke and Roanoke County (Blue Hills Village Drive Agreement). The Blue Hills Village Drive Agreement outlines the intent of the City and County, and identifies those costs associated with the process that will be equally shared by the City and the County. The boundary line adjustment would enable the entire Blue Hills Village development to reside within the City of Roanoke so as to enable opportunities for the combination and subdivision of lots as appropriate for its development potential. If approved by the Circuit Court, the boundary line adjustment would take effect on January 1, 2017.

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 a boundary line adjustment.

**Recommended Action:**

Absent comments to the contrary at the public hearing, authorize the Mayor to execute the Blue Hills Village Drive Agreement between the County of Roanoke and the City of Roanoke agreeing to the proposed boundary adjustment, in a form substantially similar to the agreement attached to this Report; authorize the City Attorney to jointly file the necessary petition with the Circuit Court seeking an order approving the boundary line changes, and authorize the Mayor, City Manager, and/or City Attorney to take any additional actions that may be necessary to effect the change.



-----  
Christopher P. Morrill  
City Manager

**Attachment**

**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

## AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the COUNTY OF ROANOKE, VIRGINIA ("County") and the CITY OF ROANOKE, VIRGINIA ("City").

WHEREAS, both of the respective governing bodies desire to relocate and change portions of the boundary lines between Roanoke County and the City of Roanoke; and

WHEREAS, the City Council of the City of Roanoke held a public hearing on this matter on September 19, 2016, and the Board of Supervisors of Roanoke County held a public hearing on this matter on September 13, 2016, upon publication of notice as required by law, and upon notice to affected property owners; and

WHEREAS, the governing bodies desire to petition the Court for approval pursuant to the provisions of Article 2, Chapter 31, Title 15.2, Code of Virginia, as amended.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do agree as follows:

1. That the proposed boundary line adjustments are shown on a plat entitled "Plat From Records for Roanoke County, Virginia and the City of Roanoke, Virginia: Lot 1 (0.7185 Acre), Common Area (0.4904 Acre), and Public Right of Way (0.4070 Acre) Plat Showing a Resubdivision of Parcel 1C-2 11.0679 Acres (Instrument No. 200713164 Rke Co) Showing 1.6159 Acres Being Transferred from Roanoke County Corporate Limits to the City of Roanoke Corporate Limits," dated August 4, 2016, and reviewed and sealed by Frank B. Caldwell, III, Land Surveyor with Caldwell White Associates, on August 16, 2016 ("Blue Hills Village Drive Plat"), which Blue Hills Village Drive Plat is attached hereto as Exhibit A.

2. That the corporate boundaries between the Roanoke County and the City of Roanoke be adjusted effective January 1, 2017, subject to approval by the Roanoke County Circuit Court, as follows:

(A) A parcel of real estate owned by the National Bank of Blacksburg and containing 0.7185 acre, being located between Challenger Avenue and Blue Hills Village Drive (Tax Map #050.05-01-26.00) and currently located in Roanoke County will be included within the corporate boundary of the City of Roanoke.

(B) A parcel of real estate owned by the National Bank of Blacksburg and containing 0.4904 acre, being located between Challenger Avenue and Blue Hills Village Drive (Tax Map #050.05-01-26.01) and currently located in Roanoke County will be included within the corporate boundary of the City of Roanoke.

(C) A public right-of-way containing 0.4070 acre, that is located between the two above-mentioned parcels and currently located in Roanoke County will be included within the corporate boundary of the City of Roanoke.

3. That the County and City desire to petition the Circuit Court of the County of Roanoke to approve the relocation of the boundary line and the County and the City mutually agree that the cost for preparation of the plat and the publication of the notice be shared equally between the two jurisdictions. The County will initially pay all expenses and the City will subsequently reimburse the County for one-half of such expenses.

WITNESS the following signatures and seals:

**FOR THE COUNTY OF ROANOKE:**

Approved as to Form:

**BOARD OF SUPERVISORS  
COUNTY OF ROANOKE, VIRGINIA**

\_\_\_\_\_  
Peter S. Lubeck  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Thomas C. Gates  
County Administrator

**FOR THE CITY OF ROANOKE:**

Approved as to Form:

**CITY COUNCIL  
CITY OF ROANOKE, VIRGINIA**

\_\_\_\_\_  
Daniel J. Callaghan  
City Attorney

By: \_\_\_\_\_  
Sherman P. Lea, Sr.  
Mayor

EXHIBIT A

BLUE HILLS VILLAGE DRIVE PLAT



26

A.6.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the Mayor to execute an agreement between the County of Roanoke, Virginia, and the City of Roanoke, Virginia, relating to certain boundary line adjustments between those governmental entities and affecting properties presently located in Roanoke County between Challenger Avenue and Blue Hills Village Drive; directing that certain other actions relating to such boundary line be taken as provided by law; authorizing the Mayor, the City Manager, and the City Attorney to take such further action as may be necessary to implement such agreement and boundary line adjustments; and dispensing with the second reading of this ordinance by title.

WHEREAS, the Council deems it necessary in order to further the public health, safety, and welfare to relocate portions of the boundary line between the City of Roanoke and the County of Roanoke in accordance with the provisions of Section 15.2-3106, et seq., of the Code of Virginia (1950), as amended;

WHEREAS, relocation of the boundary line between such governmental entities in the areas proposed will permit more effective and efficient delivery of municipal services;

WHEREAS, the City Manager has recommended to Council establishment of a new boundary line at certain points between the City of Roanoke and the County of Roanoke, as set out in the City Council Agenda Report dated September 19, 2016;

WHEREAS, Roanoke County, through its administration, recommended to the Roanoke County Board of Supervisors that it agree to the boundary line relocation;

WHEREAS, in accordance with Section 15.2-3107 B of the Code of Virginia (1950), as amended, Roanoke County provided written notice of this proposed boundary line adjustment to the

owners of the affected properties that are currently in Roanoke County and will be relocated into the City of Roanoke, as more fully described in the City Council Agenda Report dated September 19, 2016;

WHEREAS, pursuant to the requirements of Section 15.2-3107 of the Code of Virginia (1950), as amended, the City and County jointly advertised public hearings before the Roanoke County Board of Supervisors on September 13, 2016 and before the Roanoke City Council on September 19, 2016 to consider this matter, and City Council held a public hearing on September 19, 2016, at which time citizens were given the opportunity to express their views on this matter; and

WHEREAS, after consideration of the views expressed at the public hearing, Council concurs in the recommendation of the City Manager as set forth in the City Council Agenda Report dated September 19, 2016, to adopt the agreement to relocate the boundary line as described in the City Council Agenda Report dated September 19, 2016.

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

1. The Mayor is authorized to execute an agreement between the City of Roanoke and the County of Roanoke, in a form approved by the City Attorney, establishing a new boundary line at certain points located between Challenger Avenue and Blue Hills Village Drive between the jurisdictions as more particularly described in the exhibits attached to the City Council Agenda Report dated September 19, 2016, all of which are incorporated by reference herein.

2. Upon execution of the agreement between the governing bodies, the City Attorney and/or County Attorney is authorized to petition the Circuit Court of one of the affected jurisdictions to relocate the boundary line in accordance with the exhibits attached to the City Council Agenda Report dated September 19, 2016.

3. Upon entry of an order by the Circuit Court establishing the new boundary line, the Clerk of the Circuit Court is requested to forward a certified copy of such order to the Secretary of the Commonwealth, as required by law.

4. The Mayor, the City Manager, and City Attorney are authorized to take, or cause to be taken, such other actions, and to execute other documents as may be required by law to effect the changes in the boundary line as set forth herein.

5. The City Clerk is directed to forward an attested copy of this ordinance to the Clerk of the Board of Supervisors for Roanoke County.

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

ATTEST:

City Clerk.

VIRGINIA:

IN THE COUNCIL OF THE CITY OF ROANOKE

IN THE MATTER OF )

) PETITION FOR APPEAL

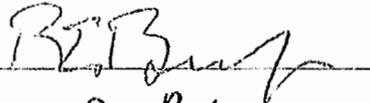
) 20 E. Church Avenue )

This is a Petition for Appeal from a decision of the Architectural Review Board under Section 36.2-530(c)(5) of the Zoning Ordinance of the Code of the City of Roanoke (1979), as amended.

1. Name of the Petitioner(s): Roy Bucher / Chas. Lunsford Sons & Assoc.
2. Doing business as (if applicable): \_\_\_\_\_
3. Street address of property which is the subject of this appeal: \_\_\_\_\_  
20 E. Church Avenue
4. Overlay zoning (H-1, Historic Downtown Overlay District, or H-2, Historic Neighborhood Overlay District) of property(ies) which is the subject of this appeal: H-1
5. Date the hearing before the Architectural Review Board was held at which the decision being appealed was made: July 14, 2016
6. Section of the Code of the City of Roanoke under which the Certificate of Appropriateness was requested from the Architectural Review Board (Section 36.2-330, if H-1 or Section 36.2-331, if H-2): 36.2-330
7. Description of the request for which the Certificate of Appropriateness was sought from the Architectural Review Board: To approve a 12" X 36" double-sided projecting sign consisting of a 1/2" thick aluminum panel and vinyl graphics
8. Grounds for appeal: We are not opposed to a sign; however, the sign should be made from wood or wood composite material and not from aluminum. We do not believe that the bright blue aluminum sign fits w/ the historic nature of this block of Church Avenue.
9. Name, title, address and telephone number of person(s) who will represent the Petitioner(s) before City Council: Roy Bucher, President / Chairman  
540-855-5159, 16. E. Church Ave.

WHEREFORE, your Petitioner(s) requests that the action of the Architectural Review Board be reversed or modified and that a Certificate of Appropriateness ~~be granted~~ *be revoked.*  
*previously*

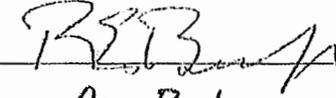
Signature of Owner(s)  
(If not Petitioner):



Name: Roy Bucher  
(print or type)

Name: \_\_\_\_\_  
(print or type)

Signature of Petitioner(s) or  
representative(s), where  
applicable:



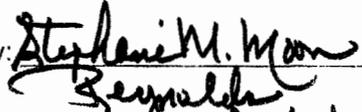
Name: Roy Bucher  
(print or type)

Name: \_\_\_\_\_  
(print or type)

---

TO BE COMPLETED BY CITY CLERK:

Received by:

  
*Stephanie M. Mann*  
*via email 8/31/2016*

Date:

August 31, 2016



## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council

**Meeting:** September 19, 2016

**Subject:** Appeal of a July 14, 2016, decision by the Architectural Review Board to approve an application request by the Western Virginia Foundation for the Arts and Sciences, represented by Laura Armentrout of Budget Signs, LLC, to install a 12" wide by 36" tall, double sided projecting sign consisting of a ½" thick aluminum panel and vinyl graphics at 20 Church Avenue, S.E. (Official Tax Map No. 4011311)

### **Background:**

The subject property is a 3-story commercial structure located at 20 Church Avenue, S.E., within the Historic Downtown Overlay District (H-1). Budget Signs, LLC, proposed an on-premises sign as permitted by Division 6, Signs of Chapter 36.2, Zoning, Code of the City of Roanoke (1979), as amended, for the tenant leasing a storefront at that location. The proposed sign would be erected on the southeast side of the building owned by the Western Virginia Foundation for the Arts and Sciences, facing Church Avenue, S.E. In the H-1, Historic Downtown Overlay District, exterior building alterations, including signs, are subject to review and approval by the Architectural Review Board (ARB) prior to permit application submittal.

On July 14, 2016, the ARB reviewed the Certificate of Appropriateness (COA) application submitted for a new projecting sign. The item was placed on the agenda as a consent agenda item; however, the ARB Chair removed the item from the consent agenda due to an objection to the proposed sign raised prior to the ARB meeting by Mr. Roy Bucher.

Mr. Bucher advised Parviz Moosavi, ARB Agent, that he would not be able to attend the ARB meeting and therefore would set forth his concerns in an email to Mr. Moosavi. Mr. Moosavi forwarded Mr. Bucher's email to the ARB Chair, Katherine Gutshall, who read the email into record during the public comment portion of the meeting. In the email, Mr. Bucher states that his concerns pertain to "having a competitor's sign encroaching on the side walk before you get to my building." (email dated July 14, 2016, attached as Exhibit A).

After review and discussion of the application and staff report (Exhibits B and C, respectively), the ARB determined that the proposed sign was consistent with the Architectural Design Guidelines for the H-1 District. (Minutes of the July 14, 2016, ARB meeting pertaining to the 20 Church Avenue, S.E., matter are attached as Exhibit D.) The ARB approved the sign as proposed and issued a COA (Exhibit E).

During the week following the ARB meeting, Mr. Moosavi called Mr. Bucher to advise him of the Board's decision. Mr. Bucher expressed concern with the ARB's decision, and Mr. Moosavi advised Mr. Bucher of the appeal process and offered to meet him at the site to provide the appropriate form and explain the process for appeal.

On July 21, 2016, Mr. Moosavi met with Mr. Bucher and Mr. Court Rosen on-site and provided them with information about the appeal process.

On July 22, 2016, Mr. Roy Bucher filed a petition with the City Clerk's Office appealing the ARB decision. On August 31, 2016, the Appellant submitted an amended petition revising the language only on Page 2 to reflect his request "that a Certificate of Appropriateness previously granted be revoked" as this form is typically used by applicants repealing an ARB decision (Exhibit F).

### **Considerations:**

The ARB's review criteria are based on the standards set forth in the Zoning Ordinance and adopted Architectural Design Guidelines for the H-1 District (Guidelines). The Guidelines follow the Secretary of Interior's Standards for Rehabilitation, which are generally recognized criteria for appropriate treatment of historic buildings and contexts.

The proposed sign was reviewed by staff and the ARB for consistency with the Guidelines with respect to sign type, location and number of signs on the storefront, size and shape, colors and lettering, and method of attachment to the building, and found to be consistent with the Guidelines and therefore compatible with the district. (The specific Guidelines for signs in the H-1 District are attached as Exhibit G.)

The Appellant cites the sign material as one basis for his appeal. The Guidelines recommend use of "painted wood for *most* panel signs" (emphasis added), suggesting that wood is a good material but does not limit sign material to wood. The ARB has approved many signs made from metal as it is a durable material that is both traditional and common in the District. (Examples of such signs are attached as Exhibit H.)

The second basis of the appeal is the bright blue color of the sign. The Guidelines provide this recommendation:

"Choose simple color schemes for painted signs using no more than three colors that relate to the overall color scheme of the building."

The building is tan and the existing signs on the building are white lettering with bright blue accents. The proposed sign has white lettering on a bright blue background. The proposed colors are consistent with the existing signage on the building and are therefore consistent with the Guidelines.

**Recommended Action:**

The projecting sign and bracket approved by the ARB is consistent with the H-1 Design Guidelines.

Therefore, the ARB recommends that the ARB decision to approve the issuance of a Certificate of Appropriateness be affirmed.

*Katharine Gutshall/tmc*

Katherine Gutshall, Chair  
Architectural Review Board

Attachments: Exhibits A through H

- c: Chris Morrill, City Manager
- R. Brian Townsend, Assistant City Manager
- Chris Chittum, Director of Planning Building & Development
- Ian Shaw, Planning Administrator
- Jillian Papa Moore, Zoning Administrator
- Wayne Leftwich, Senior Planner
- Daniel J. Callaghan, City Attorney
- Steven J. Talevi, Assistant City Attorney
- Jim Sears, The Western Virginia Foundation for the Arts and Sciences
- Laura Armentrout, Budget Signs, LLC
- Cabot Armentrout, Budget Signs, LLC



Sign Located 20 Church Avenue S.E.  
 Roy Bucher  
 to:  
 Parviz.Moosavi@roanokeva.gov  
 07/14/2016 10:32 AM  
 Cc:  
 Jason Kiser  
 Hide Details  
 From: Roy Bucher <rbucher@chaslunsford.com>  
 To: "Parviz.Moosavi@roanokeva.gov" <Parviz.Moosavi@roanokeva.gov>

Cc: Jason Kiser <jrkiser@chaslunsford.com>  
 History: This message has been replied to and forwarded.

Mr. Moosavi,

Please let this email serve as my objection to a 12" wide by 36" tall double sided projecting Allstate sign next to my building located 16 East Church Avenue . My insurance agency , Lunsford has been in business in the City of Roanoke since 1870 and I am bitterly opposed to having a competitor's sign encroaching on the side walk before you get to my building .

Thank you for your understanding .

**Roy E. Bucher, Jr.**, Chairman, President, Treasurer  
 Chas Lunsford Sons & Associates  
 16 E. Church Avenue | Roanoke, VA 24011  
 Direct: 540 855 5159 | Fax: 540 344 4096  
[www.chaslunsford.com](http://www.chaslunsford.com)

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.



RECEIVED

JUN 20 2016

CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT

# H. T. Historic Downtown Overlay District Application for Certificate of Appropriateness

Date of Application: 06/21/16  
 Applicant: 30 Church Ave., Roanoke, VA  
 Property No.:  
 Name: Western Virginia Foundation  
 Address: 1 Market Square  
 City: Roanoke VA Zip Code: 24001  
 Phone Number: n/a Fax: n/a  
 Owner's Representative (if applicable):  
 Name: Budget Signs LLC  
 Address: 348 Williamson Rd  
 City: Roanoke VA Zip Code: 24012  
 Phone Number: 540-362-2043 Link: [www.budgetsignsllc.com](http://www.budgetsignsllc.com)  
 Associate Architect: Levent K. Mehmetci  
 Project Type: Planning  Landmark  Remains and Repairs  New Construction  Signs  Windows and Doors   
 Demolition  Final Curbside Parking  Decking  Other

PLEASE USE ATTACHED SHEET FOR PROJECT DESCRIPTION

### Acknowledgement of Responsibility

I understand that all applications requiring review by the ARB must be complete and must be submitted before application deadlines otherwise consideration will be deferred to the following meeting. I agree to comply with the conditions of this certificate and all other applicable city regulations and to pursue this project in strict conformance with the plans approved by the ARB. I understand that no changes are permitted without prior approval by the City.

Signature of Property Owner: [Signature] Date:

### Section Below to be Completed by Staff

Certificate Number	COA 160073	Approval By	✓ ARB	Agent
Tax Parcel Number	4011311	Other approvals needed		
Base Zoning District	D/H-1	Zoning Permit		ARB/Planning Consultation
		Building Permit		✓ Other <u>Sign PERMIT</u>

Agent, Architectural Review Board. Date:

Member, Architectural Review Board. Date:

Entered 30 JUN 16 (2)



# 11-1, Historic Downtown Overlay District Detailed Project Description

Site Address:

210 Cassin Ave., Parkersburg, WV

Owner:

Western Virginia Foundation

Install the following onto the  
front elevation of the building:

One (1) 3'0" x 1'0" projecting sign reading  
"Allstate"

~~vinyl window graphics (not to exceed 50%  
of window area)~~

Submitted by: [Signature]

Approved by: [Signature] Date: [Date]

[Additional text]



**PHILADELPHIASIGN**  
 A SIGNAGE AND GRAPHIC DESIGN COMPANY

PhiladelphiSign Company, 707 West Spring Garden St., Philadelphia, PA 19106

Re: Site ID 9A069  
 Jimmy Houston  
 707 West Spring Garden St.  
 Philadelphia, PA 19106

**AUTHORIZATION AND CONSENT FORM**

By my signature below, I hereby represent that I am the owner of the property indicated above or otherwise duly authorized by the Lease to grant authorization for Philadelphia Sign Company and/or their sub-contractor to apply for permits and install new signage at the above referenced location. I acknowledge that the signs (including cabinets) that are installed will remain the property of Allstate Insurance Company and may be removed upon the termination of the agency agreement or lease or for any other reason with 10 days notice to me.

*Please check one:*

- Philadelphia Sign and/or its sub-contractors is authorized to remove the existing sign and/or sign cabinet and dispose of it. I agree to waive all right, title and interest in such sign and/or sign cabinet.
- Philadelphia Sign and/or its sub-contractors is authorized to remove the existing sign and/or sign cabinet and leave on premises in a location designated by me.

**LANDLORD APPROVAL**

Signature: *James C. ...* Date: *10/10/12*  
 Title: *...*  
 Address: *...*

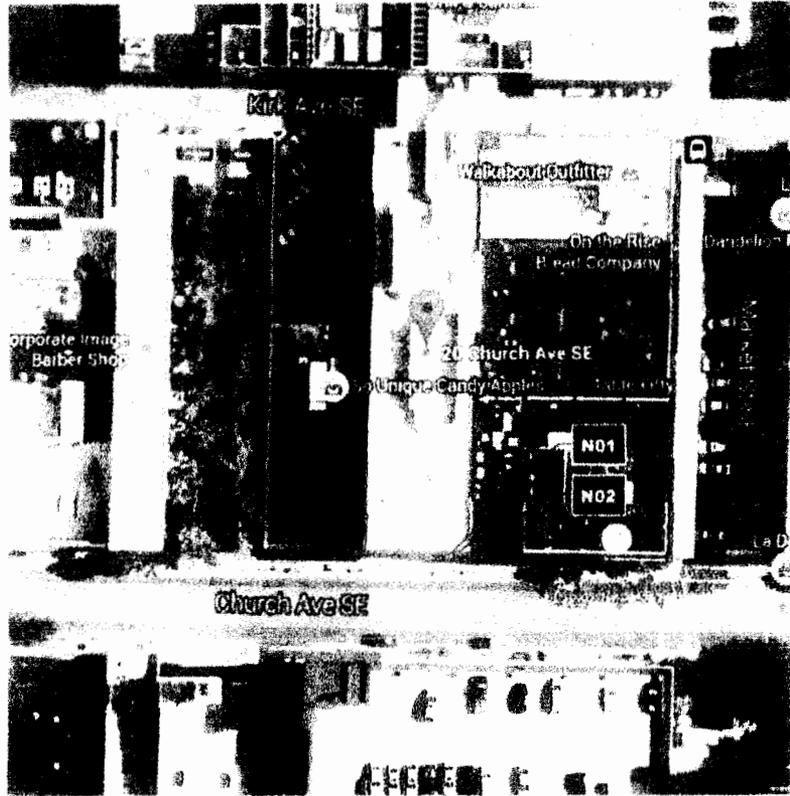
Return to: Philadelphia Sign Company  
 707 West Spring Garden St  
 Philadelphia, PA 19106

Phone: (856) 829-8549 attn: Kacey Whitmore

Email: [kwhitmore@philadelphiasign.com](mailto:kwhitmore@philadelphiasign.com)

Jessica Houston

Agent # 0A6552



PROPERTY ADDRESS

DRAWING NUMBER **A24178**

DATE IS M CHEN

10/18/2018

CAP

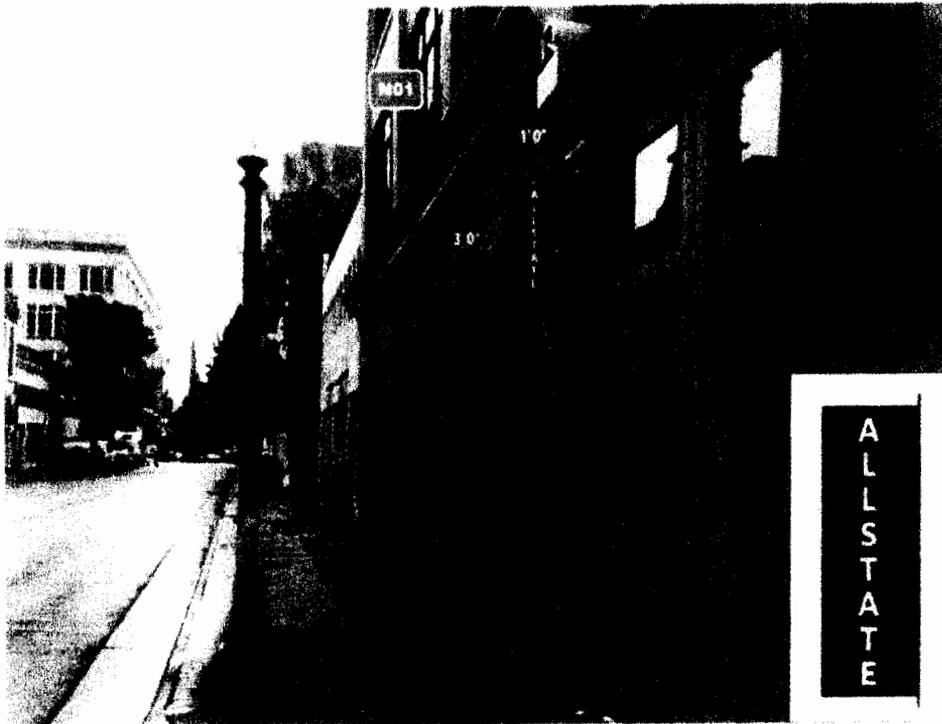
10/18/2018  
10/18/2018  
10/18/2018

PHILADELPHIA SIGN

ALLSTATE

DATE

PROPOSED SIGNAGE PHOTO



EXISTING SIGNAGE PHOTO



ALLSTATE

*Your approval of the breakdown indicates your acceptance that the signage, provided to you and owned by Allstate, will be manufactured and installed as shown, pending local and/or municipality approval. Once accepted, damage may not be declared at time of installation for any reason other than a manufacturing defect. Any Allstate brand signs that we install are the property of Allstate.*

PHILADELPHIA SIGN

99 West 10th Street

ALLSTATE - CAP  
1001 VA089  
James Houston  
20 Church Ave SE  
Decatur, GA

DATE: 9/29/2015  
SECRET  
P01  
DWS/WZ

REVISION  
3 30 15 JHB Revised NO1  
12 15 15 JHB Revised 101 agency notes

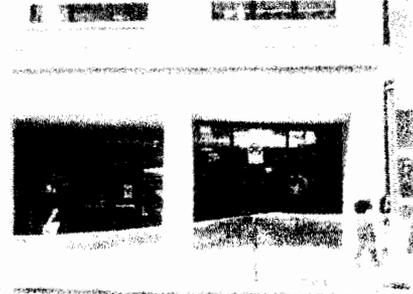
THIS IS A COPY OF THE ORIGINAL DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION OF THE PROJECT UNLESS IT IS APPROVED BY THE PROJECT ENGINEER. ANY CHANGES TO THE PROJECT MUST BE APPROVED BY THE PROJECT ENGINEER.

DRAWING NUMBER: A24176

PHILADELPHIA SIGN

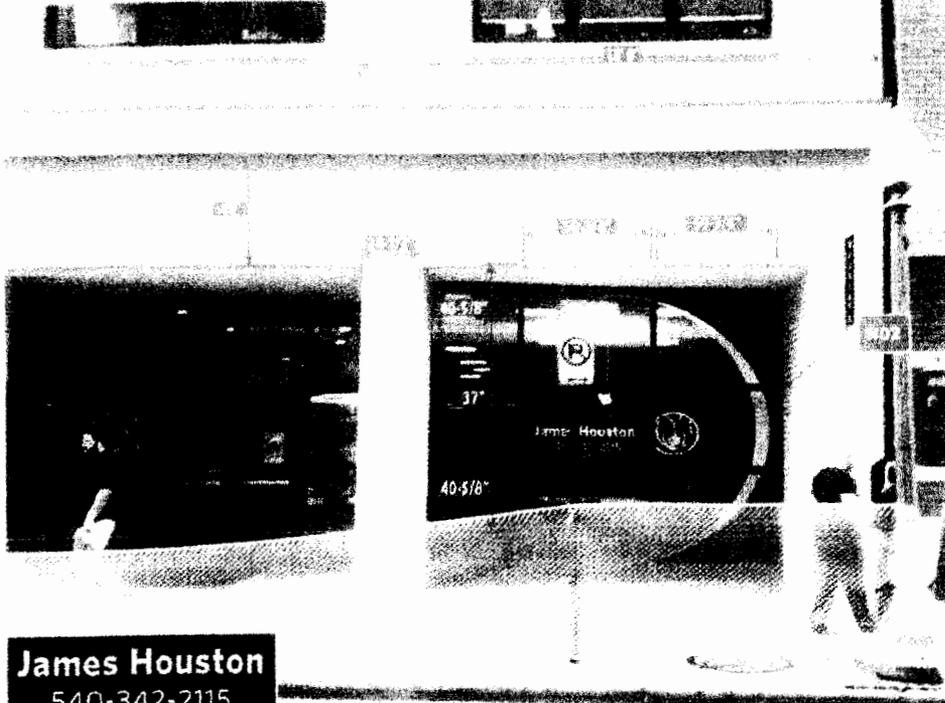
ALLSTATE

EXISTING SIGNAGE PHOTO



NOTE: The sign provided to you and installed by Allstate will be manufactured and installed in the best quality materials and workmanship available. Allstate is not responsible for any damage to the sign or building caused by fire, theft, vandalism, or other causes beyond our control. Allstate is not responsible for any damage to the sign or building caused by fire, theft, vandalism, or other causes beyond our control.

PROPOSED SIGNAGE PHOTO



**James Houston**  
540-342-2115



PHILADELPHIA SIGN

702 West Street, Philadelphia, PA 19106

LOCATION

ALLSTATE - CAP  
VA069  
James Houston  
20 Church Ave SE  
Houston, VA

DATE: 02/29/2013  
SHEET: 1 OF 1  
DRAWN BY: JPH

REVISION  
1.30.16 BBI Howard 801  
12.15.15 BBI Howard 1:01 Agency hours

DRAWING NUMBER: **A24178**

PHILADELPHIA SIGN  
CREATED BY PHILADELPHIA SIGN  
ALL RIGHTS RESERVED FOR  
PHILADELPHIA SIGN  
PHILADELPHIA SIGN  
PHILADELPHIA SIGN  
PHILADELPHIA SIGN





**PLANNING BUILDING AND DEVELOPMENT**

Noel C. Taylor Municipal Building  
215 Church Avenue, SW, Room 166  
Roanoke, Virginia 24011  
540 853 1730 Fax 540 853 1230  
[planning@roanokeva.gov](mailto:planning@roanokeva.gov)

July 14, 2016

Mrs. Katie Gutshall, Chair  
and Members of the Architectural Review Board  
Roanoke, Virginia

Dear Members of the Board:

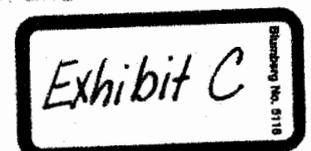
**Subject:** Request from Western Virginia Foundation for the Arts and Sciences, represented by Laura Armentrout with Budget Signs, LLC, to review and approve a 12" wide by 36" tall, double sided projecting sign. The proposed sign would consist of a 1/2" thick aluminum panel and vinyl graphics at 20 Church Avenue, S.E. (Official Tax Map No. 4011311)

**Background:**

The subject property consists of a three-story historic structure located within the Downtown Historic District (H-1). All exterior building alterations, including signs, are required to be reviewed and approved by the ARB, prior to applying for an appropriate permit.

The applicant is proposing a new, projecting sign, for the Allstate business that occupies a portion of the building's ground level. The projecting sign is proposed to be 36" tall by 12" wide, double-sided, 1/2" aluminum panel, rigidly secured with a vertical metal bracket anchored to the mortar portion of the brick building façade. The proposed projecting sign would provide a minimum of 8-foot clearance from the city sidewalk.

Section 27.1 of the City of Roanoke Code of Ordinance requires that signs attached to or erected on or over a public sidewalk, right-of-way, or over public property, must be in conformance with the zoning regulations of the City and the provisions of the Virginia Uniform Statewide Building Code, as amended, and receive authorization and approval from the City Manager



## Findings:

The H-1 Architectural Design Guidelines recommend the following:

Downtown commercial signs reflect the slower pace of downtown traffic and pedestrians in contrast to their large, brightly colored, and illuminated counterparts found along a commercial strip. Downtown signs generally are smaller and sometimes more highly detailed.

***The proposed sign is three square foot in size and reflects slower pace of downtown traffic.***

Signs add identity and vitality to commercial buildings, but large, numerous, or poorly designed signs can produce visual clutter. Attractive and effective signs require equal design consideration to other façade improvements.

***The proposed sign is in pedestrian scale and is in keeping with the existing signs within the Downtown Historic District (H-1). The small sign that is proposed would not produce visual clutter.***

## IMPORTANT CONSIDERATIONS

Signs are most effective when they are kept simple and easy to read. Signs are generally meant to advertise or identify a particular business, not upstage or overwhelm an entire building. Many of the features of a traditional storefront provide an opportunity for commercial signage.

- Choose one or more sign types that are visible to both motorists and pedestrians.

***The proposed sign would be easily visible to both motorists and pedestrians.***

## Types of Signs

- Hanging or projecting sign:  
Double-sided panel (total sign area equals twice face area); generally the most visible to motorists and pedestrians.

***The proposed 36" wide by 12" tall, double-sided, non-illuminated sign would be 1/2" thick, enameled aluminum with graphics as per the submitted COA application. The sign will be attached rigidly to the wall with a vertical metal bracket.***

### *Number and Size*

- Check the city zoning requirements on the number and size of signs.

***The property is zoned "D" and the City Codes allows 32 square feet of sign, plus an additional one square foot of sign for each linear feet of building or store front over 32 linear feet. The proposed sign complies with this requirement. However, an encroachment permit over the City sidewalk would be required for the proposed sign.***

- Do not exceed one square foot of total sign area per linear foot of building frontage for all uses in any commercial building.

***The existing building has 50 feet of building frontage along Church Avenue, S.E., entitling the building to have a total of 50 square feet of building sign and logo. The proposed projecting sign is three square foot and consistent with the above statement.***

- Limit the number of signs for each storefront or ground-floor business in a building to two, with not more than one sign considered the primary sign.

***The projecting sign, as proposed, will be considered as the primary building sign for this ground level storefront. The applicant has requested an administrative approval decal signs on the windows and doors. Once approved, the decal signs would be considered the secondary signs. Therefore, the proposal is consistent with the above-mentioned statement.***

### *Material*

- Use painted wood for most panel signs. Use marine-grade exterior plywood or high-density wood composites with banded edges to prevent moisture penetration. Applied moldings or routed edges can add additional character.

***The sign is proposed as an enameled 1/2" thick aluminum material attached rigidly to a vertical bracket. Other aluminum signs, such as the one proposed, have previously been approved by the ARB within the H-1 Historic District.***

### *Color*

- Choose simple color schemes for signs using no more than three colors that relate to the overall color scheme of the building.

***The proposed projecting signs consist of a blue background with white letters, representing the Allstate insurance company colors.***

*Lettering*

- Choose simple lettering for commercial signs that is:
  - easy to read,
  - appropriate to the character of the business, and
  - compatible with the architecture of the building.

***The proposed sign includes simple lettering and is consistent with the H-1 Design Guidelines.***

*Attachment*

- Attach signs to buildings inconspicuously and in a manner that will do the least permanent damage to building materials.

***The projecting sign is proposed to be attached rigidly to a simple vertical metal bracket that is painted black and anchored to the mortar portion of the brick building façade.***

**Staff Comments:**

The proposed projecting sign appears to be consistent with the H-1 Design Guidelines, except for the proposed material. The Guidelines recommends the use of wood as sign materials. The projecting sign is proposed to be ½" thick, enameled aluminum with vinyl graphics. The ARB has previously approved similar sign materials within this district. Therefore, staff recommends approval of the COA application as proposed.



---

Parviz Moosavi, ARB Agent

**Architectural Review Board**  
**City Council Chamber, Fourth Floor**  
**Noel C Taylor Municipal Building**

**July 14, 2016**

**5:00 p.m.**

**AGENDA**

**I. Call to Order**

The regular meeting of the Board was held on Thursday, July 14, 2016. The Chair called the meeting to order and welcomed the Board at 5:00 p.m.

Attendance was as follows:

Members Present: Ms. Dykstra  
Mr. Fulton, Vice-Chair  
Mrs. Gutshall, Chair  
Mr. Hume  
Mr. Parr

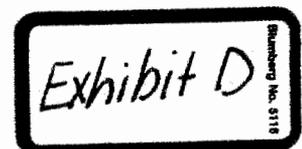
Others Present: Ms. Tina Carr, Acting Secretary  
Mr. Wayne Leftwich, Senior City Planner  
Mr. Parviz Moosavi, Historic Planner  
Mr. Steve Talevi, Assistant City Attorney

**II. Consent Agenda**

**C1. Approval of the Administrative Approval for June 2016.**

**C2. 20 Church Avenue, S.E. (Official Tax Map No. 4011311)**

**Request for review and approval of a 12" wide by 36" tall, double sided projecting sign. The proposed sign would consist of a ½" thick aluminum panel and vinyl graphics.**



**C3. 107 Kirk Avenue, S.E. (Official Tax Map No. 4011409)**

**Request for review and approval of an installed pay station at the existing surface parking lot.**

Chair asked for motion to remove Consent Agenda Item C2, 20 Church Avenue, S.E., from the consent agenda in order to be considered separately. Ms. Dykstra made a motion to remove the item from the consent agenda, and the motion was seconded by Mr. Parr. The motion passed 5-0.

Ms. Dykstra-yes  
Mr. Fulton-yes  
Mr. Hume-yes  
Mr. Parr-yes  
Mrs. Gutshall-yes

The Chair explained that the item pertaining to 20 Church Avenue, S.E., would be considered before new business.

The Chair asked for a motion to approve Consent Agenda Item C1, Approval of the list of Administrative Approvals for June 2016, and Consent Agenda Item C3, 107 Kirk Avenue, S.E., request for review and approval of an installed pay station at the existing surface parking lot. Mr. Fulton made a motion to approve Consent Agenda Items C1 and C3, and the motion was seconded by Ms. Dykstra. The motion passed 5-0.

Ms. Dykstra-yes  
Mr. Fulton-yes  
Mr. Hume-yes  
Mr. Parr-yes  
Mrs. Gutshall-yes

The Chair explained that Items C1 and C3 from the Consent Agenda were approved.

**III. Old Business**

**A. 416 Allison Avenue, S.W. (Official Tax Map No. 1030305)**

**B. 1618 Patterson Avenue, S.W. (Official Tax Map No. 1213105)**

C. 436 Walnut Avenue, S.W. (Official Tax Map No. 1030101)

D. 433 Day Avenue, S.W. (Official Tax Map No. 1012816)

#### IV. New Business

A. 108 Market Street, S.E. (Official Tap Max No. 4010501)

*Continued at Applicant's Request*

The Chair asked Mr. Talevi if agenda items Old Business A through D and New Business A if the Board should vote that these items be continued until next month's meeting, and he confirmed that they should. Mr. Parr made a motion to continue these agenda items, and Mr. Hume seconded the motion. The motion passed 5-0.

Ms. Dykstra-yes

Mr. Fulton-yes

Mr. Hume-yes

Mr. Parr-yes

Mrs. Gutshall-yes

The Chair confirmed that these items would be continued to next month's agenda.

The Chair read the item that had been removed from the Consent Agenda into record for the Board's consideration.

**20 Church Avenue, S.E. (Official Tax Map No. 4011311)**

**Request for review and approval of a 12" wide by 36" tall, double sided projecting sign. The proposed sign would consist of a ½" thick aluminum panel and vinyl graphics.**

The Chair asked if the Applicant or the Applicant's representative would like to come before the Board to explain the request. Mr. Cabot Armentrout with Budget Signs came before the board and stated that he understood that the next door neighbor to the left (looking at the building) objected to the sign on the ground that from the intersection of Church Avenue and Market Street passersby wouldn't be able to see the neighbor's sign as clearly as it is now. The Chair stated for the record that the reason this item was removed from the Consent Agenda was because there was an objection from a nearby property owner about the proposed sign potentially blocking his sign. The Chair

stated that during the public comment portion for this item that neighbor could come up and state his case or she would read the email from him that was received by Mr. Moosavi.

Mr. Armentrout explained he was trying to accommodate the neighbor and supplied pictures he had taken with the proposed sign superimposed into the photographs that were taken from the intersection from both traffic patterns. He stated that he did not see that the neighbor's sign was blocked from any line of sight and that he felt that they were considering the neighbor while also giving Allstate appropriate signage on the building.

The Chair called for public comment and asked if anyone was there to make comment and, specifically, if the neighbor was there. Hearing none, the Chair read the email from Mr. Roy E. Bucher, Jr., with Chas. Lunsford Sons & Associates. The email was addressed to Mr. Moosavi and states, "Please let this email serve as my objection to a 12" wide by 36" tall double-sided, projecting Allstate sign next to my building located at 16 East Church Avenue. My insurance agency, Lunsford, has been in business in the City of Roanoke since 1870 and I am bitterly opposed to having a competitor's sign encroaching on the side walk before you get to my building."

Hearing no other public comments, the Chair asked for staff comments. Mr. Moosavi stated that it was a simple sign proposed. It is a projecting sign, 12" by 36", with more than 8 feet of clearance. Mr. Moosavi wanted to point out that there were some decals proposed with the same application as the sign that he is able to approve administratively, provided they meet the Guidelines and the zoning requirements.

Mr. Moosavi showed pictures of the proposed sign superimposed in the photographs. He also showed pictures of the neighbor's existing sign. Mr. Moosavi said that it was very difficult to block the neighbor's sign and that based on that he recommended approval of the application.

The Chair asked if there were any additional questions for staff before beginning the Board comment portion of the discussion. Mr. Talevi asked Mr. Moosavi to point out the Lunsford building on the photographs and to clarify that Allstate would be going into the building adjacent to the Lunsford building. Mr. Moosavi did so and also pointed out in the photographs where the proposed sign would be installed. The Chair asked if it was correct that Allstate would only be occupying the third bay of the adjacent building, and Mr. Moosavi stated that was correct. Mr. Fulton asked Mr. Moosavi to show the Board the decals that could be reviewed and approved administratively, and he did. Mr.

Moosavi said he had not approved them yet. Mr. Hume asked if the sign being proposed would need to meet the Guidelines and Mr. Moosavi said it would. Mr. Hume asked if the sign was larger or smaller. Mr. Moosavi stated that it was smaller. Mr. Hume said that the objection seemed to be from a competition standpoint. The Chair pointed out that the proposed sign was smaller than a sign on an earlier version of the application that didn't come before the Board and recognized the Applicant's attempt to accommodate the neighbor by reducing the size of the sign. Mr. Fulton stated that Allstate could have done a larger sign but had done their business to try to accommodate the neighbor. Mr. Fulton also stated if Lunsford wanted a similar sign they could come before the Board as well. Mr. Moosavi pointed out that the banner sign in some of the photographs would be removed upon approval of the proposed sign. The Chair stated that, as noted in the staff report, the issue is not with the number, size, material, color, the lettering or method of attachment. She stated that the concern is the sign type and that this sign type had been approved elsewhere in the historic district and does appear to meet Guidelines. Mr. Moosavi explained that prior to obtaining a sign permit, an encroachment would have to be approved by the City. The Chair, acknowledging that her forthcoming question was not in the Architectural Review Board's purview, asked if the Lunsford people would have a chance to weigh in about the encroachment, and Mr. Moosavi stated that we are not involved in that process. The Chair reminded the Board that the matter before the Board was if the proposed sign met the Guidelines and stated that she was of the opinion that it did. The Chair welcomed other Board opinions. Ms. Dykstra stated she was absolutely fine with the application, and she motioned to accept the application as written. Mr. Parr seconded the motion. The motion was approved 5-0.

Ms. Dykstra-yes

Mr. Fulton-yes

Mr. Hume-yes

Mr. Parr-yes

Mrs. Gutshall-yes



PLANNING BUILDING AND DEVELOPMENT  
City of Roanoke Municipal Building  
20 Church Avenue, S.E.  
Roanoke, Virginia 24011  
Phone: 540-341-1200 Fax: 540-341-1220  
E-mail: planning@roanokeva.gov

July 22, 2016

Mr. Jim Sears  
Western Virginia Foundation for the Arts and Sciences  
1 Market Square, S.E.  
Roanoke VA 24011

Ms. Laura Armentrout  
Budget Signs, LLC  
3148 Williamson Road  
Roanoke VA 24012

Dear Mr. Sears and Ms. Armentrout,

Subject: Certificate of Appropriateness No. COA160073  
20 Church Avenue, S.E.  
Official Tax Map #4011311

Your application for a Certificate of Appropriateness has been approved as set out on the attached certificate. **Please bring your Certificate and drawings with you to Room 170, Noel C. Taylor Municipal Building, when applying for all applicable permits.**

All work is subject to final inspection by the Architectural Review Board Agent. Please be advised that if your plans change from what was represented in your application, you must first notify this office so we may respond to the impact of the change.

If you have any questions relative to this matter, please do not hesitate to contact me at 540-853-1522.

Sincerely,

Parviz Moosavi, Agent  
City Architectural Review Board

PM/tmc

Attachment





PLANNING DEPARTMENT AND DEPARTMENT OF  
Historic Landmarks and Cultural Resources  
City of Roanoke, Virginia 24002  
Phone: 540.961.1000  
Fax: 540.961.1000  
www.cityofroanoke.com

# CERTIFICATE OF APPROPRIATENESS

NO. COA160073

July 14, 2016

On July 14, 2016, this certificate of Appropriateness was granted to Western Virginia Foundation for The Arts and Sciences, represented by Laura Armentrout with Budget Signs, LLC, to install a 12" wide by 36" tall, double-sided projecting sign at a clearance height of 8 feet from the City sidewalk. The sign consists of a ½" thick aluminum panel and vinyl graphics per the plans submitted for 20 Church Avenue, S.E. (Official Tax Map No. 4011311).

This certificate is valid for one year from date of approval. This is not a building permit; however, a building permit may be obtained using this certificate.

*Katherine Gutshall / tmc*  
Katherine Gutshall, Chair  
City Architectural Review Board

PM/tmc



WHEREFORE your Petitioner requests that the action of the  
Appellate Fiscal Review Board be reversed or modified and that a Certificate of  
Appropriation be *reinstated* *as checked*.  
*reinstated*

Signature of Claimant(s)  
(Print Name)

*Roy Bucher*  
Name: Roy Bucher  
(print or type)

Signature of Petitioner(s) or  
agent(s) (if applicable), where  
applicable

*Roy Bucher*  
Name: Roy Bucher  
(print or type)

Name: \_\_\_\_\_  
(print or type)

Name: \_\_\_\_\_  
(print or type)

TO BE COMPLETED BY CITY CLERK

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

# Signs

## ARCHITECTURAL DESIGN GUIDELINES FOR THE FFD DISTRICT



*Historic neon signs add character to their buildings and should be retained.*

Downtown commercial signs reflect the slower pace of downtown traffic and pedestrians – in contrast to their large, brightly colored, and illuminated counterparts found along a commercial strip. Downtown signs generally are smaller and sometimes more highly detailed. Signs add identity and vitality to commercial buildings, but large, numerous, or poorly designed signs can produce visual clutter. Attractive and effective signs require equal design consideration to other façade improvements.

### IMPORTANT CONSIDERATIONS...

- Signs are most effective when they are kept simple and easy to read.*
- Signs are generally meant to identify or highlight a particular business – not a range of activities within an entire building.*
- Many of the features of a traditional storefront provide an opportunity for commercial signage.*

### GUIDELINES FOR PRESERVATION AND REHABILITATION

- **Recommended** actions and treatments are indicated by ✓.
- Actions or treatments **not recommended** are indicated by X.

✓ Retain historic signs that are important to the character of a building, such as:

- painted wall signs,
- neon signs,
- symbolic signs, and
- signs that identify a building's original owner or the date of a building's construction.



*Downtown Roanoke contains many signs that have become familiar commercial landmarks.*

✓ Stabilize areas of deterioration when a historic sign cannot be repaired immediately.

✓ Explore whether suitable replacements can be fabricated from substitute materials when missing sign features cannot be replaced in kind.

### GUIDELINES FOR COMPATIBLE DESIGN

- ✓ Choose one or more sign types that are visible to both motorists and pedestrians.
- ✓ Use the same type of signs for two or more storefronts that occupy a single building. Choose a sign type that related to building features common to both storefronts or to the façade as a whole.
- X Do not use transom signs when the tran-



- DEFINITIONS**
- Baffle:** An opaque or translucent plate used to shield a light source from view.
  - Building frontage:** The length of a building site along a street.
  - Cornice signband:** A flat, wide panel located just below the decorative molding of the cornice.
  - Pier:** A vertical structural support, usually rectangular in shape.
  - Transom:** A window located above a door opening.

son provides light for the store interior

changeable signs, and

- be on private property unless permitted on the sidewalk by the city

*The cornice sign band and awnings common to both these storefront provide coordinated sign treatments.*

✓ Consider using attractive retail signs in the following situations:

- to present changeable information, such as menu specials,
- to announce special events and seasonal promotions, and
- to identify upper floor businesses.



*Retail signs and sandwich boards can present information and advertise offerings.*

✓ Remember that retail signs on city sidewalks need a temporary sign permit. Such signs should:

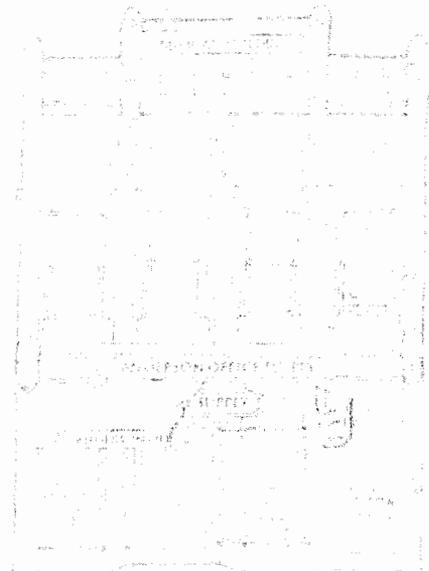
- use stable supports,
- avoid obstructing pedestrian access,
- be displayed only during business hours,
- be well-designed for the particular type of business and be attractive, not generic,



*The daily display of attractive portable signs helps signal the start of the business day.*

✗ Do not use internally illuminated signs, such as those made of plastic or other translucent materials.

✓ Consider using neon signs within a display window to add color and light to a storefront.



## Types of Signs

1. **Cornice sign:** painted or raised lettering applied to a cornice sign band – generally the most appropriate choice for traditional storefronts
2. **Flat or Wall signs:** applied sign panel, used when a storefront cornice is not present
3. **Transom sign:** flat sign located on a transom
4. **Window sign:** painted on the inside of a storefront, upper story window, or upper floor entry door – suitable for businesses where window displays are not prominent
5. **Hanging or projecting sign:** double-sided panel (total sign area equals twice face area), generally the most visible to motorists and pedestrians
6. **Awning sign:** painted or seen fabric letters on an awning's valance or slope
7. **Directory sign:** lists one or more business names and locations, usually removed from the sign location, such as on an upper floor.
8. **Parapet sign:** provides building identification or construction date

## Number and Size

✓ Check the city zoning requirements on the number and size of signs.

X Do not exceed one square foot of total sign area per linear foot of building frontage for all uses in any commercial building.

✓ Limit the number of signs for each storefront or ground-floor business in a building to two, with not more than one sign – considered the primary sign – being one of the following:

- cornice sign,
- flat or wall sign,
- transom sign,
- hanging or projecting sign, or
- awning sign.

The secondary sign may be a window sign. A total of two window signs may be used in conjunction with a primary sign when:

- the location of the store entrance separates the display window into two parts or
- the combined area of the proposed window signs is smaller than the primary sign

✓ Signs identifying upper story businesses should not exceed 15% of the area used for

signs identifying the ground floor business. ✓ Limit the number of signs for each upper-story business to two of the following sign types:

- one directory or hanging sign adjacent to the upper floor entry and
- one painted window sign in an upper-story window

The use of awnings may influence a storefront's sign strategy. On buildings without awnings, such as the one on the left, a cornice sign band is visible to both motorists and pedestrians. On buildings with awnings, such as the one on the right, an awning sign may be supplemented by two small window signs for increased visibility.

Calculating appropriate sign areas:

44' frontage x 1.0 sf/linear foot of frontage = 44 sf  
(22 sf per storefront)

44 sf x 15% = 6.6 sf for upper floor (combined)

Left storefront:

Transom sign: 12' x 1'6" = 18 sf

Window sign: 3' x 1'4" = 4 sf

Total = 22 sf

Right storefront:

Hanging sign: 2' x 3' x 2 = 12 sf

Window sign: 2'6" x 4' = 10 sf

Total = 22 sf

Upper floors:

Directory sign: 1'6" x 2'6" = 3.75 sf

Window signs: 2'6" x 6" x 2 = 2.5 sf

Total = 6.25 sf

✓ Use only one sign per business on the rear facade of a building. The total area of such signs should not exceed 30% of the sign area for the front of a building.

#### Location

✓ Locate hanging signs at or below the storefront cornice for a ground floor business, but no higher than 15' above the ground. Hanging signs may also be located at the piers or in front of the recessed entry. Be considerate not to block the view of neighboring signs.



*The placement of this hanging sign below the storefront cornice is appropriate.*

✓ Maintain a minimum clearance for all hanging signs of 8' above the sidewalk.

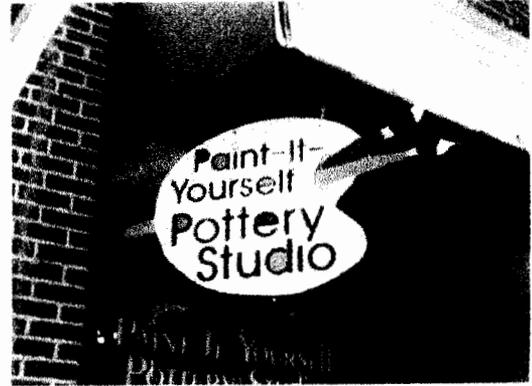
✓ Maintain a maximum projection of 4' for hanging signs.

#### Design and Shape

✓ Use horizontal signs at cornice sign bands and transoms; more compact shapes generally are more suitable for hanging and wall signs.



*The general proportions of a sign should be determined by its type and location. Shown above are various sign types.*



*Logo signs are appropriate for downtown businesses.*

✓ Work with national manufacturers, distributors, or companies to adapt their logos and sign systems to create appropriate signs for the historic district. Compatibility of scale and materials is especially important.

X Do not make the entire transom area into a sign. A sign panel no larger than two-thirds the height of the transom should be applied so that it projects slightly from the face of the transom (if the original transom glass is still in place).



*Limit the size of transom signs to avoid blocking light to the interior or obscuring the transom glazing.*

X Do not use large window signs that block views from or into display windows. Use smaller lettering, more appropriate for closer pedestrian traffic, near the bottom of the window.

#### Materials

✓ Use painted wood for most panel signs. Use marine-grade exterior plywood or

high-density wood composite, with beveled edges, to prevent moisture penetration. Applied moldings or routed edges can add additional character.



*The painted wood used for this sign and its beveled edges are appropriate, add character, and prevent moisture penetration.*

✓ Use ornamental metals such as brass, bronze, or copper only for small-scale signs such as directories.

✗ Do not use etched-glass signs. Etching should never be done on historic glass.

### Color

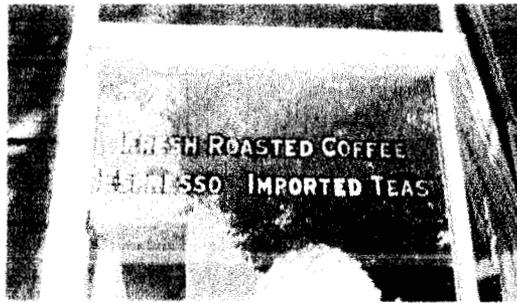
✓ Choose simple color schemes for painted signs using no more than three colors that relate to the overall color scheme of the building.



*This painted window sign's usage of only two colors and coordination of the paint colors with the building material colors are appropriate.*

✓ Consider using traditional gold-leaf lettering for window signs. Avoid a solid painted background behind window letter-

ing because it destroys the transparency of the storefront.



*Using gold leaf lettering preserves a traditional image. Avoiding a solid background preserves the transparency of the storefront.*

### Lettering

✓ Choose simple lettering for commercial signs that is:

- easy to read,
- appropriate to the character of the business, and
- compatible with the architecture of the building.

### Serif

*Lettering has a traditional appearance and is appropriate for most older buildings.*

### Script

*Lettering is suitable for key words or painted window signs.*

### Sans Serif

*Lettering is more contemporary.*

*Lettering can create a strong impression but should be used sparingly.*

### Attachment

✓ Attach signs to buildings inconspicuously and in a manner that will do the least permanent damage to building materials.

✓ Use attractive supports and hardware to mount all signs, particularly hanging signs.

Although attachment hardware for signs need not be elaborate, it should be neat in appearance. The hardware above and on the left is too utilitarian. That on the right and that pictured below is more decorative and, hence, appropriate.



The angle and metal shades of these light fixtures prevent glare and camouflage the bulb from view.

#### Lighting (see also *Exterior Lighting*)

✓ Use illuminated signs for businesses that are open in the evening, such as restaurants. For other businesses, an illuminated storefront window generally provides sufficient nighttime identification.

✓ Provide illumination for signs where appropriate. Do not use plastic, internally illuminated signs.

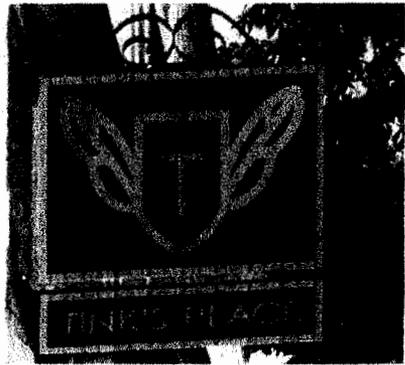
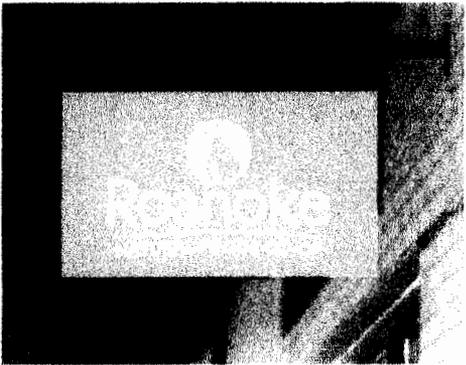
✓ Conceal the light source to prevent glare by directing the light upward and shielding the bulb from the viewer. Consider the use of

- angled light fixtures,
- fixtures with metal shades, and
- fixtures hidden behind baffles.

✓ Choose modest light fixtures to light signs. Install the fixtures and their associated wiring inconspicuously to avoid detracting from the daytime appearance of a building.

✓ Consider the use of neon as an attractive way to combine signs and nighttime lighting.

✗ Do not use flashing or moving lights on signs.



Metal signs located in the H-1 Historic Downtown Overlay District



**TRINKLE  
40638-091916**

**ROANOKE CITY COUNCIL  
REGULAR SESSION**

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

**CITY COUNCIL CHAMBER**

**AGENDA**

**1. Call to Order--Roll Call. Council Member Trinkle arrived late (7:00 p.m.)**

The Invocation was delivered by Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

**NOTICE:**

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, September 22 at 7:00 p.m., and Saturday, September 24 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at [roanokeva.gov/councilmeetings](http://roanokeva.gov/councilmeetings). Council meetings are offered with closed captioning for the hearing impaired.

**ANNOUNCEMENTS:**

**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**

**HUMAN SERVICES ADVISORY BOARD – ONE VACANCY  
UNEXPIRED TERM OF OFFICE ENDING NOVEMBER 30, 2016**

**PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION – TWO  
VACANCIES  
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2018  
TERM OF OFFICE ENDING JUNE 30, 2019**

**ROANOKE CIVIC CENTER COMMISSION – ONE VACANCY  
TERM OF OFFICE ENDING SEPTEMBER 30, 2019**

**TOWING ADVISORY BOARD – ONE VACANCY  
TERM OF OFFICE ENDING OCTOBER 31, 2019 (TOWER)**

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

**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.**

## **2. PRESENTATIONS AND ACKNOWLEDGEMENTS:**

Proclamation declaring the week of September 17 - 23, 2016 as Constitution Week.

Mayor Lea presented a ceremonial proclamation to Caroline Wehner, Regent, Nancy Christian Fleming Chapter, Daughters of the American Revolution.

## **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.**

Daniel Highberger, 1627 Main Street, S. W., and Jesse Warren, 407 Mountain Avenue, S. W., #2, appeared before Council regarding constitutional right to bear firearms and condemn the open carry gun restrictions.

## **4. CONSENT AGENDA: (Approved 6-0)**

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.**

- C-1           A communication from the City Attorney requesting that City Council authorize the scheduling and advertisement of a public hearing to be held on October 3, 2016 at 2:00 p.m., or as soon thereafter as the matter may be reached, or at such other date and time thereafter as deemed necessary by the City Manager, for City Council to reaffirm its intent for the City to convey Parcel 1A, containing 28.8908 acres, more or less, and Parcel 1B, containing 6.9357 acres, more or less, as shown on the August 31, 2016 survey, to Straight Street Roanoke Valley, Inc.; and to authorize the City Manager to execute Amendment No. 1 also provides that the closing date is on or before October 31, 2016.  
**RECOMMENDED ACTION:       Concurred in the request.**

C-2 Annual Report of the Audit Committee for Fiscal Year ending June 30, 2016.

**RECOMMENDED ACTION: Received and filed.**

C-3 Annual Report of the Mill Mountain Advisory Board for the year 2015 – 2016.

**RECOMMENDED ACTION: Received and filed.**

C-4 Reports of qualification of Harvey D. Brookins as a City representative of the Western Virginia Water Authority for a four-year term of office ending June 30, 2020; and Andrew J. Anguiano as a Commissioner of the City of Roanoke Redevelopment and Housing Authority for a four-year term of office ending August 31, 2020.

**RECOMMENDED ACTION: Received and filed.**

### **REGULAR AGENDA:**

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

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

a. Presentation of the 2016 Writer on the Bus Program. Susan Jennings, Arts and Culture Coordinator, Spokesperson. (Sponsored by Council Members Dykstra and Trinkle)

**Received and filed.**

b. A communication from Council Member David B. Trinkle, Chairman, Roanoke City Council Personnel Committee, advising of the expiration of the two-year terms of office of the City Attorney, City Clerk and Municipal Auditor ending September 30, 2016.

**Council concurred in recommendation to reappoint Stephanie M. Moon Reynolds, MMC, City Clerk; Daniel J. Callaghan, City Attorney; and Troy A. Harmon, Municipal Auditor; for terms of two years, each, ending September 30, 2018.**

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

a. CITY MANAGER:

BRIEFINGS: NONE.

## ITEMS RECOMMENDED FOR ACTION:

1. Acceptance and appropriation of funds from the Virginia Department of Transportation (VDOT) in connection with the Smart Scale Grant for the Edgewood Street Transit Accessibility Improvements Project.  
**Adopted Resolution No. 40638-091916 and Budget Ordinance No. 40639-091916. (6-0)**
2. Acceptance and appropriation of grant funds from the Department of Fire Programs to supplement the Fire-EMS budget.  
**Adopted Resolution No. 40640-091916 and Budget Ordinance No. 40641-091916. (6-0)**
3. Acceptance and appropriation of grant funds from the Virginia E-911 Services Board to purchase a voice logging recorder system.  
**Adopted Resolution No. 40642-091916 and Budget Ordinance No. 40643-091916. (6-0)**
4. Amendment of the contract with Blue Ridge Rescue Suppliers for firefighter turnout gear.  
**Adopted Resolution No. 40644-091916 and Budget Ordinance No. 40645-091916. (6-0)**
5. Authorization to execute an agreement with Carilion Property Management for the use of 6 Riverside Parking Garage on October 14 - 16, 2016 in connection with the Roanoke GO Outside Festival.  
**Adopted Resolution No. 40646-091916. (6-0)**

## COMMENTS OF CITY MANAGER.

The City Manager offered the following comments:

### Politico magazine article

- Roanoke was featured in Politico's "What Works" series on September 15
- Outlines the history of Roanoke as a city and its evolution
- Includes quotes and photos of Roanoke leaders
- This is a great retelling of Roanoke's story and how it has grown into the vibrant city it is today
- Wonderful to have Roanoke featured on a national platform

### VML Town & City magazine

- The July/August issue included an article titled “Broadband Comes to Roanoke Valley”
- Explained the importance of developing the Roanoke Valley Broadband Authority
- Highlighted the Authority’s first milestone: the April 2016 launch of the 47-mile network in the cities of Roanoke and Salem
- Discusses next steps for this important agency

### Go Outside Festival (GO Fest)

- October 14 – 16 at River’s Edge Sports Complex
- Free admission; some costs associated with specific activities
- Includes more than 125 activities
- This isn’t a “sit in your seat” kind of event — attendees get involved by test driving a bike or stand-up paddleboard, learning to fly cast, joining one of 12 races, camping out, sampling craft beer, taking a survival class, etc.
- Since 2011, GO Fest has grown remarkably – attracting over 25,000 people in 2015
- More information on Facebook at [www.facebook.com/GOfestival](http://www.facebook.com/GOfestival) or online at [www.roanokegofest.com](http://www.roanokegofest.com)

### Voter’s Education Program

- Roanoke Public Libraries are partnering with multiple local organizations including Roanoke City Public Schools, NAACP, and the Roanoke Registrar’s Office for a week of voter’s education programs on September 26 - October 3.
- Program features:
  - Information—available at library branches regarding changes to the precincts and polling places.
    - Voter registration—citizens can register to vote at any library branch.
    - Photo ID — DMV2Go will be at the Main Library September 27 and October 3 to create IDs.
    - A documentary film will be shown September 29, 6:00 p.m., at the Main Library – “Alice’s Ordinary People” – about Alice Tregay, an ordinary Chicago woman who stood up to injustice in her community and helped to register people to vote.
- For more information, contact Roanoke Public Libraries at 853-2747.

**8. REPORTS OF COMMITTEES:**

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.  
**Adopted Budget Ordinance No. 40647-091916. (6-0)**

**9. UNFINISHED BUSINESS: NONE.**

**10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:**

- a. A resolution recognizing the 20<sup>th</sup> Anniversary of the Blue Ridge Land Conservancy.  
**Adopted Resolution No. 40648-091916. (6-0)**
- b. A resolution designating a Voting Delegate, Alternate Voting Delegate for the Business Session and Staff Assistant for the Annual Virginia Municipal League Business Meeting to be held on Tuesday, October 11, 2016 in Virginia Beach, Virginia.  
**Adopted Resolution No. 40649-091916. (6-0)**

**11. MOTIONS AND MISCELLANEOUS BUSINESS:**

- a. Inquiries and/or comments by the Mayor and Members of City Council.  
**Council Member Ferris recognized and expressed appreciation to the Council-appointed officials for their tireless efforts and dedication to the citizens and employees of the City of Roanoke, respectively.**

**He also commended the Western Virginia Regional Industrial Facility Authority for their work to leverage economic growth and the great strides in regional communication and cooperation.**

- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council. **NONE.**

**12. RECESSED - 3:16 P.M.**

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



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

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

**CITY COUNCIL CHAMBER**

**AGENDA**

**Call to Order--Roll Call. All Present.**

The Invocation was delivered by Mayor Sherman P. Lea, Sr.

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

Welcome. Mayor Lea.

**NOTICE:**

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, September 22 at 7:00 p.m., and Saturday, September 24 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at [roanokeva.gov/councilmeetings](http://roanokeva.gov/councilmeetings). Council meetings are offered with closed captioning for the hearing impaired.

**A. PUBLIC HEARINGS:**

1. Request of the City of Roanoke to consider an amendment to *Vision 2001-2020*, the City's Comprehensive Plan, by the adoption of a new Wireless Telecommunications Facilities Policy dated September 12, 2016, to replace the existing policy adopted by City Council on May 20, 2004. Ian D. Shaw, Agent, City Planning Commission.  
**Adopted Ordinance No. 40650-091916. (7-0)**

2. Receive public comments with regard to approval of an amendment application for the boundaries of Enterprise Zone One A and its Subzone B. Christopher P. Morrill, City Manager.  
**Adopted Resolution No. 40651-091916. (7-0)**
3. Receive public comments on the City's Draft Consolidated Annual Performance and Evaluation Report (CAPER) for its Federal Housing and Urban Development (HUD) Funded Programs.  
**Deferred action until Recessed Meeting scheduled for Friday, September 23, 2016 at 8:30 a.m., at the Raleigh Court Branch Library.**
4. Proposal of the City of Roanoke to convey 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 Roanoke County for a public park facility with public access to Back Creek for canoe and kayak uses. Christopher P. Morrill, City Manager.  
**Adopted Ordinance No. 40652-091916. (7-0)**
5. Proposal of the City of Roanoke to consider a boundary line adjustment between the City of Roanoke and Roanoke County situated along Williamson Road, N. E., in proximity to the former Happy's Flea Market development. Christopher P. Morrill, City Manager.  
**Adopted Ordinance No. 40653-091916. (7-0)**
6. Proposal of the City of Roanoke to consider a boundary line adjustment between the City of Roanoke and Roanoke County situated along Blue Hills Village Drive involving two parcels owned by the National Bank of Blacksburg. Christopher P. Morrill, City Manager.  
**Adopted Ordinance No. 40654-091916. (7-0)**

## **B. OTHER BUSINESS:**

1. Petition for Appeal filed by Roy Bucher, President/Chairman, Chas. Lunsford Sons & Associates, in connection with a decision of the Architectural Review Board at its meeting of July 14, 2016, approving a Certificate of Appropriateness for an aluminum sign located at 20 E. Church Avenue, S. E. Roy Bucher, Spokesperson.  
**Matter was withdrawn.**

**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.**

**The following persons appeared before Council and spoke in opposition of a proposal to ban loaded guns in public places and citizens' rights to bear arms:**

**Jay Pilot, 364 Koogler Drive, N. W.,  
Crystal Carter, 202 Maplelawn Avenue, N. E.  
Daniel Highberger, 1627 Main Street, S. W.  
Nick Harvey, 1157 Wapiti Run Road, Moneta, 24121**

**D. RECESSED - 7:59 P.M.**

**THE COUNCIL MEETING RECESSED UNTIL FRIDAY, SEPTEMBER 23, 2016 AT 8:30 A.M., IN THE COMMUNITY ROOM, RALEIGH COURT LIBRARY, 2112 GRANDIN ROAD, S. W., FOR THE PURPOSE OF TAKING ACTION TO APPROVE THE 2015-16 HUD CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE ANNUAL STRATGEIC PLANNING WORK SESSION.**