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1. Council Agenda And Reports

Documents:

[CAR 10-03-16.PDF](#)
[10-03-16 BRIEFING 1.PDF](#)
[10-03-16 BRIEFING 2.PDF](#)

2. Council Action Agenda

Documents:

[AG 10-03-16.PDF](#)

NOTICE:

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

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

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

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



**ROANOKE CITY COUNCIL
INFORMAL SESSION**

**OCTOBER 3, 2016
9:00 A.M.**

**CITY COUNCIL CHAMBER
ROOM 450**

AGENDA

Call to Order -- Roll Call

Welcome. Mayor Sherman P. Lea, Sr.

NOTICE

This morning meeting and briefings will be televised live and replayed on RVTV Channel 3 on Thursday, October 6 immediately following the 2:00 p.m. session at 7:00 p.m.; and Saturday, October 8 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ITEMS FOR ACTION:

A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

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A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss the 2016 Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended.

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ITEMS LISTED ON THE 2:00 P.M. COUNCIL DOCKET REQUIRING DISCUSSION/CLARIFICATION AND ADDITIONS/DELETIONS TO THE 2:00 P.M. AGENDA. (5 MINUTES)

TOPICS FOR DISCUSSION BY THE MAYOR AND MEMBERS OF COUNCIL. (5 MINUTES)

Recess.

Legislative Committee Meeting scheduled for 9:00 a.m., in the Council Chamber.

Reconvene.

BRIEFINGS:

- Workforce Development Process - 30 minutes
- Citizen – Centric Revenue - 45 minutes

THE COUNCIL MEETING WILL STAND IN RECESS UNTIL 2:00 P.M., FOR A CLOSED MEETING IN THE COUNCIL'S CONFERENCE ROOM, ROOM 451, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**OCTOBER 3, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Cynthia C. Keyser, Pastor, Christ Lutheran Church.

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

Welcome. Mayor Lea.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, October 6 at 7:00 p.m., and Saturday, October 8 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

Notice of intent to comply with the Americans with Disabilities Act. Special assistance is available for disabled persons addressing City Council. Efforts will be made to provide adaptations or accommodations based on individual needs of qualified individuals with disabilities, provided that reasonable advance notification has been received by the City Clerk's Office.

Persons wishing to address Council will be required to contact the City Clerk's Office prior to the Monday Council Meeting, or register with the staff assistant at the entrance to the Council Chamber prior to commencement of the Council Meeting. Once the Council Meeting has convened, there will be no further registration of speakers, except for public hearing matters. On the same agenda item, one to four speakers will be allotted five minutes each; however, if there are more than four speakers, each speaker will be allotted three minutes.

Any person who is interested in serving on a City Council-Appointed Authority, Board, Commission or Committee may contact the City Clerk's Office at 853-2541, or access the city's homepage to complete an online application.

The Council of the City of Roanoke is seeking applications for the following current vacancies and/or upcoming expirations of terms of office:

Board of Zoning Appeals – two vacancies
Three-year terms of office ending December 31, 2020

Building and Fire Code Board 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
Three-year 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

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A resolution reaffirming the Sister City relationship among the City of Roanoke and Florianopolis, Brazil.

R 11

A Proclamation declaring October 2016 as National Arts and Humanities Month.

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Recognition of the Department of Technology and the Roanoke Valley Broadband Authority for receiving the Governor's Award for Cross-boundary Collaboration.

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 Manager requesting that City Council schedule a public hearing for Monday, October 17, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, or as such later date and time as the City Manager may determine, to consider the lease of City-owned property to the Blue Ridge Zoological Society of Virginia, Inc.

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RECOMMENDED ACTION: Concur in the request.

- C-2 A communication from the City Manager requesting that City Council schedule a public hearing for Monday, October 17, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, or as such later date and time as the City Manager may determine, to consider the leasing of the former Fire Station No. 6 located at 1015 Jamison Avenue, S. E., to the Melrose Athletic Club, Inc.

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RECOMMENDED ACTION: Concur in the request.

- C-3 Reports of qualification of the following individuals:

Mark Garland as a Citizen at Large representative of the Building and Fire Code Board of Appeals for a term ending June 30, 2018;

Chester Smith as a Law Enforcement representative of the Towing Advisory Board for a term of office ending October 31, 2018;

Courtney Campbell as a City representative of the Roanoke Valley-Alleghany Regional Commission for term ending June 30, 2018; and

James M. O'Hare as a Citizen at Large representative of the Youth Services Citizen Board for a term of office ending June 30, 2018.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS:

- a. Proposal of the City of Roanoke to authorize issuance of general obligation support of financing, in an amount not to exceed \$5 million to provide funds for the Western Virginia Regional Industrial Facility Authority to acquire land and related improvements and facilities for economic development purposes. Christopher P. Morrill, City Manager.
- b. Proposal of the City of Roanoke to reaffirm its intent to convey Parcel 1A, and Parcel 1B to Straight Street Roanoke Valley, Inc.; and to authorize the City Manager to execute Amendment No. 1 that provides for the closing date to be on or before October 31, 2016. Daniel J. Callaghan, City Attorney.

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6. PETITIONS AND COMMUNICATIONS: NONE.

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

- 1. Acceptance and appropriation of Regional Surface Transportation funds received from the Virginia Department of Transportation (VDOT), in connection with the Garden City Boulevard Trail Project.
- 2. Acceptance of the FY 2017 Revenue Sharing Program Award from the Virginia Department of Transportation for the 10th Street Project.
- 3. Acquisition of additional real property rights to construct roundabouts and sidewalks in connection with the Colonial Avenue Improvement Project.

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B/O 98

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R 103

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O 107

4. Appropriation of additional street maintenance funds from the Virginia Department of Transportation (VDOT) to address streets, sidewalks, handicap ramps and paving needs in various locations around the City.

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B/O 110

5. Authorization to implement a Revised Plan for Participation in Public Procurement Transactions, subject to the Virginia Public Procurement Act of Small, Minority-owned, and Service Disabled Veteran-owned Businesses.

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COMMENTS OF CITY MANAGER.

8. REPORTS OF COMMITTEES: NONE.

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

a. A resolution appointing William Poe to replace Charles E. Hunter, III, as a Director of the Economic Development Authority for a four-year term of office ending October 20, 2020.

R 118

b. A resolution appointing Duke Baldrige as a Director of the Economic Development Authority to fill the unexpired term of office of Paula Page Williams ending October 20, 2017.

R 119

c. A resolution designating the City of Roanoke as a military and veteran caregiver supportive city.

R 120

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.

CERTIFICATION OF CLOSED MEETING.

12. ADJOURN.



SHERMAN P. LEA, SR.
Mayor

**CITY OF ROANOKE
OFFICE OF THE MAYOR**

215 CHURCH AVENUE, S.W., SUITE 452
ROANOKE, VIRGINIA 24011-1594
TELEPHONE: (540) 853-2444
FAX: (540) 853-1145
EMAIL: MAYOR@ROANOKEVA.GOV

October 3, 2016

The Honorable Vice-Mayor Anita J. Price and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Vice-Mayor Price and Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

Sincerely,

Sherman P. Lea, Sr.
Mayor

SPL:ctw

COMMITTEE VACANCIES/REAPPOINTMENTS
October 3, 2016
Public

VACANCIES:

Unexpired term of office on the Building and Fire Code Board of Appeals ending June 30, 2017.

Term of office on the Personnel and Employment Practices Commission ending June 30, 2019.

Unexpired term of office on the Personnel and Employment Practices Commission ending June 30, 2018.

Unexpired term of office on the Visit Virginia's Blue Ridge, Board of Directors ending June 30, 2017.

Four-year term of office on the Human Services Advisory Board ending November 30, 2020.

Three three-year terms of office on the Towing Advisory Board ending October 31, 2019.

Three four-year terms of office on the City Planning Commission ending December 31, 2021.

Two three-year terms of office on the Board of Zoning Appeals ending December 31, 2019.

Three-year term of office on the Roanoke Civic Center Commission ending September 30, 2019.



SHERMAN P. LEA, SR.
Mayor

**CITY OF ROANOKE
OFFICE OF THE MAYOR**

215 CHURCH AVENUE, S.W., SUITE 452
ROANOKE, VIRGINIA 24011-1594
TELEPHONE: (540) 853-2444
FAX: (540) 853-1145
EMAIL: MAYOR@ROANOKEVA.GOV

October 3, 2016

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

Dear Members of Council:

This is to request a Closed Meeting to discuss the 2016 Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended.

Sincerely,

Sherman P. Lea, Sr.
Mayor

SPL:ctw

2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION reaffirming the Sister City relationship between the City of Florianopolis, Santa Catarina, Brazil and the City of Roanoke, Virginia; and authorizing the Mayor to execute any agreements or instruments necessary to recognize the continuing Sister City relationship between the City of Florianopolis and the City of Roanoke.

WHEREAS, the City Council adopted Resolution No. 32394-031395 on March 13, 1995 by which Resolution City Council authorized the City to formally establish a Sister City relationship with the City of Florianopolis;

WHEREAS, the City of Florianopolis and the City of Roanoke have maintained a strong and supportive Sister City relationship for more than 20 years; and

WHEREAS, the City Council desires to reaffirm its relationship with the City of Florianopolis, Santa Catarina, Brazil.

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

1. The City of Roanoke through its City Council acknowledges and reaffirms its strong and supportive Sister City relationship with the City of Florianopolis, Santa Catarina, Brazil.

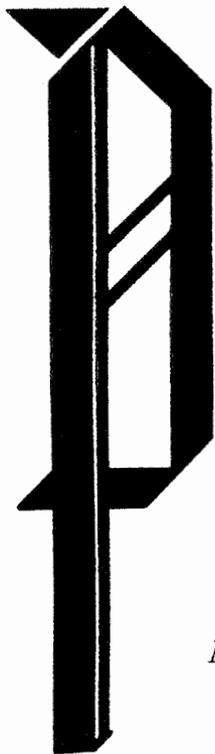
2. The City of Roanoke desires to continue this Sister City relationship with the City of Florianopolis and its people through continued efforts in sharing our cultural experiences and diversity and the Mayor of the City of Roanoke and other officials of the City of Roanoke are hereby authorized to negotiate such agreements with the proper officials of the City of Florianopolis to strengthen our cultural exchange programs and experiences in our Sister City

relationship, and the Mayor is hereby authorized to execute any such agreements or other documents as approved as to form by the City Attorney.

3. The Mayor, the City Council, and the people of Roanoke send their warmest greetings to the Mayor of Florianopolis, its governing body, and the people of Florianopolis and look forward to continuing our Sister City relationship.

ATTEST:

City Clerk.



Office of the Mayor

CITY OF ROANOKE



Proclamation

NATIONAL ARTS AND HUMANITIES MONTH

WHEREAS, for more than two decades the month of October has been recognized as National Arts and Humanities Month by arts and cultural organizations and communities, states, the White House and the United States Congress;

WHEREAS, the arts and humanities—including music, dance, the graphic arts, and literature—embody much of the accumulated wisdom and imagination of humankind;

WHEREAS, the arts and humanities enhance and enrich the lives of every citizen of Roanoke;

WHEREAS, the arts and humanities play a uniquely valuable role in the lives of our families, our community, and our Nation;

WHEREAS, the existence of a healthy local nonprofit arts industry in communities across the country strengthens our national economy by generating \$135.2 billion in economic activity and supporting the equivalent of 4.13 million jobs; and

NOW, THEREFORE, I, Sherman P. Lea, Sr., Mayor of the City of Roanoke, Virginia, call upon its citizens to celebrate and promote arts and cultural activities and to participate in actions designed to support the arts and humanities in the Roanoke Valley do hereby proclaim October 2016 throughout this great, six-time All-America City.

Given under our hands and the Seal of the City of Roanoke this third day of October in the year two thousand and sixteen.



Sherman P. Lea Sr.

Sherman P. Lea, Sr.
Mayor

Attest:

Stephanie M. Moon Reynolds

Stephanie M. Moon Reynolds
City Clerk



C-1

CITY COUNCIL AGENDA REPORT

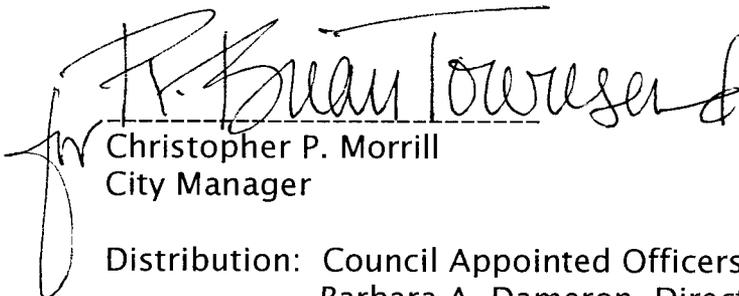
To: Honorable Mayor and Members of City Council
Meeting: October 3, 2016
Subject: Request for Public Hearing Mill Mountain Zoo Lease and Agreement (CM16-00142)

Background:

Pursuant to the requirements of the Virginia Code, the City of Roanoke is required to hold a public hearing to authorize the leasing of City-owned property, designated as portions of tax map numbers 4070507, 4070521, and 4060505, to the Blue Ridge Zoological Society of Virginia, Inc. The Blue Ridge Zoological Society of Virginia, Inc. is a non-profit organization which leases property on Mill Mountain for the purpose of operating and maintaining the Mill Mountain Zoo. The term of the proposed lease is for one year, beginning July 1, 2016, and ending June 30, 2017, and may be renewed for up to four (4) additional one (1) year terms, upon the mutual written agreement of the parties after the initial one (1) year term ends on June 30, 2017. A City Council agenda report containing specific information regarding the proposed lease agreement will be provided to City Council as part of its agenda package for the public hearing.

Recommended Action:

Authorize the scheduling of a public hearing at City Council's meeting on Monday, October 17, 2016, at 7:00 p.m., or at such time as the matter may be heard, or at such other date and time as determined by the City Manager, to consider the lease of property to the Blue Ridge Zoological Society of Virginia, Inc.


Christopher P. Morrill
City Manager

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



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: October 3, 2016
Subject: Request for Public Hearing Regarding the Leasing of Former Fire Station No. 6 Located at 1015 Jamison Avenue, S.E., Official Tax Map No. 4120808, to the Melrose Athletic Club, Inc. (CM16-00143)

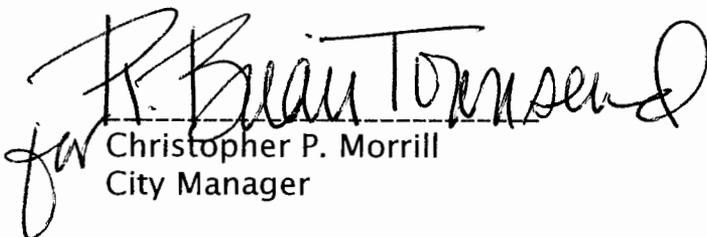
Background:

The City of Roanoke is owner of property located at 1015 Jamison Avenue, S.E., Official Tax Map No. 4120808, also known as Former Fire Station No. 6 (Fire Station). The Fire Station has been vacant for a number of years and is not currently utilized for any city operational functions. The Melrose Athletic Club, Inc. (Club), a non-profit organization, has proposed to lease the Fire Station from the City in order to conduct its amateur boxing program, fundraisers, and general operations. The Club proposes to lease the property for a 3 year term under certain terms and conditions as contained in a proposed lease.

Pursuant to the requirements of the Virginia Code, the City of Roanoke is required to hold a public hearing to authorize the leasing of City-owned property. A City Council agenda report containing specific information regarding the proposed lease agreement will be provided to City Council as part of its agenda package for the public hearing.

Recommended Action:

Authorize the scheduling of a public hearing at City Council's meeting on Monday, October 17, 2016, at 7:00 p.m., or at such time as the matter may be heard, or at such other date and time as determined by the City Manager, to consider the lease of the Fire Station to the Melrose Athletic Club, Inc.


Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager
Barbara A. Dameron, Director of Finance
Wayne Bowers, Director of Economic Development
Sandra Turner, Economic Development Specialist



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: October 3, 2016
Subject: Public Hearing on the Proposed Issuance by the City of Roanoke of its General Obligation Bond for a Project with the Western Virginia Regional Industrial Facility Authority

Background:

In 2013, pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Act"), the governing bodies of Botetourt County, Franklin County, Roanoke County, City of Roanoke, City of Salem, and Town of Vinton (the "Member Localities") each adopted an ordinance for the creation of the Western Virginia Regional Industrial Facility Authority (the "Authority") in order to enhance the economic base of each such locality through the developing, owning, and operating of one or more facilities on a cooperative basis.

The Act authorizes the Authority to borrow money to pay the costs of real estate and facilities for manufacturing, warehousing, distribution, office, or other commercial purposes in order to promote economic development in the geographical area served by the Authority; to accept funds from counties, cities, and towns, and use the same for Authority purposes; and to enter into contracts of any kind to accomplish the purposes of the Authority.

In order to further the purposes of the Act, the Authority proposes to undertake the financing of land acquisition located in Roanoke County roughly bounded by and in the vicinity of Interstate 81 and Wood Haven Road, and related improvements and facilities, including necessary expenses incidental thereto (collectively, the "Project"), and to obtain the funds therefor by the issuance of the Authority Revenue Bond, Series 2016, in the maximum principal amount of \$10,000,000 (the "Authority Bond").

The City of Roanoke (the "City"), the County of Roanoke, and the City of Salem (together with the City, collectively the "Participants" and each individually, including the City, a "Participant") agree with the need for the Project and that the Project will facilitate the development of real estate and facilities as described above and promote commerce and the prosperity of the citizens in the geographical area served by the Authority. The Participants propose to enter into the attached Participation Agreement with the Authority to establish the administrative details for the Project including the percentage share of all financial obligations and the sharing of future tax revenues generated by the Project.

Considerations:

The Authority Bond will be secured by a pledge of the revenues and receipts received by the Authority from payments made by the City pursuant to the attached Support Agreement and payments made by the other Participants pursuant to separate agreements between the Authority and the other Participants, such payments from the City to constitute 44.2% of the amounts due under the terms of the Authority Bond. The maximum principal amount of the City's obligation will not exceed \$5,000,000. All such payments from the Participants, including the City, will be assigned from the Authority to Union Bank & Trust (the "Bank") for the payment of debt service on the Authority Bond pursuant to an Assignment Agreement between the Authority and the Bank, dated as of October 11, 2016 (the "Assignment Agreement").

Copies of the Authority Bond, Bond Purchase and Loan Agreement, the Support Agreement, the Assignment Agreement, and the Participation Agreement are attached to this Report.

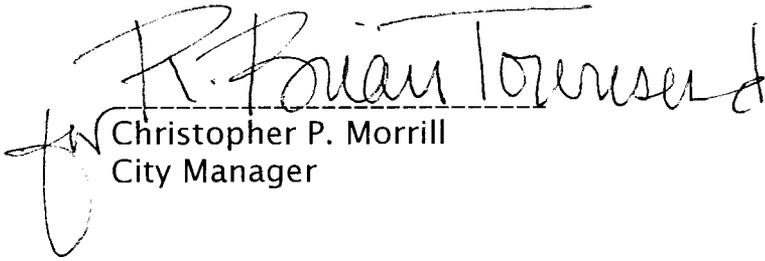
The City's obligation to make the City of Roanoke portion of support payments (such obligation is hereinafter referred to as the "City's Support Payment") will be secured by the full faith and credit of the City, and as such, the City's Support Payment will be a "general obligation bond" within the meaning of the Public Finance Act of 1991 (the "Public Finance Act"), Section 15.2-2600 *et. seq.* of the Code of Virginia of 1950, as amended.

The Public Finance Act requires that the City conduct a public hearing prior to pledging the full faith and credit of the City for a general obligation bond.

Recommended Action:

Absent comments at the public hearing to the contrary, approve: (1) the attached Resolution authorizing the Mayor or Vice Mayor, or either of them, and the City Manager to execute the Support Agreement and Assignment Agreement, substantially similar to the documents attached to this Agenda Report; and take such actions and execute such other documents and to take such further actions as may be necessary for the Authority to issue the Authority Bond and otherwise carry out the intent of the Resolution; and (2) the attached Resolution authorizing the City Manager and City Clerk to execute and attest, respectively, in a form substantially similar to the one attached to this Agenda Report, a Participation Agreement and to take such actions and execute such documents as necessary to implement, administer, and enforce such Participation Agreement.

All documents are subject to approval as to form by the City Attorney.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager for Com. Development
Barbara A. Dameron, Director of Finance
Wayne F. Bowers, Director of Economic Development
Laura M. Carini, Assistant City Attorney

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA**

**WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
REVENUE BOND, SERIES 2016**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>ISSUE DATE</u>
3.70%	January 15, 2037	October __, 2016	October __, 2016

REGISTERED OWNER: UNION BANK & TRUST

PRINCIPAL AMOUNT: Not to exceed \$10,000,000

The **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (**the "Authority"**), for value received, promises to pay, solely from the revenues and other property pledged to the payment of this Bond, to the Registered Owner of this Bond or legal representative, subject to prepayment or redemption as hereinafter provided, a sum equal to the amount of principal advances made hereunder but not to exceed the sum of

TEN MILLION DOLLARS (\$10,000,000)

in annual installments in the amounts set forth on Schedule A attached hereto payable on January 15, 2023 and annually on January 15 thereafter to and including January 15, 2037, together with interest on the outstanding principal amounts from the date hereof until payment of the entire outstanding principal amounts at the rate of three and seven tenths percent (3.70%) per year, payable on every January 15 and July 15 from and including July 15, 2017 through and including January 15, 2037, provided, however, that in the event that any of the Participants (as defined below) becomes subject to a credit rating downgrade with the result that such credit rating falls below Baa3 as rated by Moody's Investors Service, New York, New York ("**Moody's**"), such interest rate shall be adjusted to a rate of 4.25 percent per annum for so long as any of the Participants has a credit rating falling below Baa3 as rated by Moody's and in the event that thereafter all Participants have a credit rating of Baa3 or above as rated by Moody's such interest rate shall at that time be adjusted to 3.70 percent per annum. Should the Total Principal Amount Advanced (as defined in the Bond Purchase and Loan Agreement, as defined below) hereunder on or before June 30, 2018 equal less than \$10,000,000 then the annual principal installments due hereunder shall be reduced proportionally such that annual principal installments due hereunder are equal to the amount of (1) the annual principal installments set forth on Schedule A attached hereto (2) multiplied by the Total Principal Amount Advanced divided by \$10,000,000. If not sooner paid, the final installment shall be due and payable January 15, 2037. The payment of every installment shall be applied first to interest accrued to the payment date and then to principal. This Bond will bear interest from the Dated Date stated above. Interest on this Bond will be computed on the basis of a year of 360 days and twelve 30-day months.

Principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America. If the date of any payment due hereunder is not a Business Day (as hereinafter defined) then such payment shall be due on the next following Business Day. Business Day shall mean any day other than (1) a Saturday or Sunday or (2) a day on which commercial banks in the Commonwealth of Virginia are authorized to close.

This Bond is issued by the Authority pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Code of Virginia of 1950, as amended, and a Bond Purchase and Loan Agreement dated as of October 1, 2016 between the Authority and Union Bank & Trust (**the "Bond Purchase and Loan Agreement"**) for the purpose of providing funds to finance (i) certain costs of the development of an industrial park, including the acquisition of land located in Roanoke County described as five (5) parcels roughly bounded by and in the vicinity of Interstate 81 and Wood Haven Road, which consists of approximately one hundred six (106) acres, together with such other parcels of real property that may be acquired by the Authority in connection with the Project (as defined in the Bond Purchase and Loan Agreement) and related improvements and facilities, including necessary expenses incidental thereto and (ii) certain costs of issuing this Bond. The payments on this Bond are expected to be made from certain payments to the Authority from the City of Roanoke, Virginia (**the "City of Roanoke"**), the County of Roanoke, Virginia (**"Roanoke County"**) and the City of Salem, Virginia (**the "City of Salem" and, together with the City of Roanoke and Roanoke County, the "Participants"**) as follows (i) payments from the City of Roanoke to the Authority (**the "City of Roanoke Support Payments"**) pursuant to a Support Agreement between the City of Roanoke and the Authority (**the "City of Roanoke Support Agreement"**); (ii) payments from Roanoke County to the Authority (**the "Roanoke County Support Payments"**) pursuant to a Support Agreement between Roanoke County and the Authority (**the "Roanoke County Support Agreement"**), such Roanoke County Support Payments being the same as payments to be made by Roanoke County to the Authority under the Roanoke County Lease Agreement (as defined in the Bond Purchase and Loan Agreement); and (iii) payments from the City of Salem to the Authority (**the "City of Salem Support Payments"**) pursuant to a Support Agreement between the City of Salem and the Authority (**the "City of Salem Support Agreement" and, together with the City of Roanoke Support Agreement and the Roanoke County Support Agreement, the "Support Agreements"**).

This Bond and the interest hereon are limited obligations of the Authority and are payable solely from the revenues and receipts derived by the Authority from the sources described herein. Failure of any one Participant to make a payment, to appropriate funds or to fulfill any obligation of such Participant under a Support Agreement or the Roanoke County Lease Agreement, as applicable, shall not provide the holder of the Authority Revenue Bond with any right or remedy except as provided under the applicable Support Agreement or Roanoke County Lease Agreement, and shall not affect the rights or obligations of any other Participant. The owner of this Bond shall look solely to the Authority's interest in the Support Agreements and the Roanoke County Lease Agreement for the satisfaction of any and all remedies it may have against the Authority upon a default or nonpayment under one or more of the Support Agreements or the Roanoke County Lease Agreement, as applicable. The principal and interest on this Bond will not be deemed to constitute a general obligation debt or a pledge of the faith and credit of the Commonwealth of Virginia or any of its political subdivisions. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY, ARE OBLIGATED TO PAY THE PRINCIPAL OF OR

INTEREST ON THIS BOND OR OTHER COSTS INCIDENT TO IT EXCEPT FROM THE REVENUES, MONEY OR PROPERTY OF THE AUTHORITY PLEDGED FOR SUCH PURPOSE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT TO IT, EXCEPT AS PROVIDED IN THE CITY OF ROANOKE SUPPORT AGREEMENT AND THE CITY OF SALEM SUPPORT AGREEMENT.

THE OBLIGATION OF ROANOKE COUNTY TO MAKE THE ROANOKE COUNTY SUPPORT PAYMENTS CONSTITUTES A CURRENT EXPENSE OF ROANOKE COUNTY, SUBJECT TO ANNUAL APPROPRIATION BY ROANOKE COUNTY, BUT THE AUTHORITY HAS NO OBLIGATION OR LIABILITY TO THE REGISTERED OWNER HEREOF WITH RESPECT TO PAYMENTS TO BE MADE BY ROANOKE COUNTY UNDER THE ROANOKE COUNTY SUPPORT AGREEMENT AND THE ROANOKE COUNTY LEASE AGREEMENT OR WITH RESPECT TO THE PERFORMANCE BY ROANOKE COUNTY OF ANY COVENANT CONTAINED THEREIN. THE OBLIGATION OF THE CITY OF ROANOKE TO MAKE THE CITY OF ROANOKE SUPPORT PAYMENTS CONSTITUTES A GENERAL OBLIGATION AND DEBT OF THE CITY OF ROANOKE BUT THE AUTHORITY HAS NO OBLIGATION OR LIABILITY TO THE REGISTERED OWNER HEREOF WITH RESPECT TO PAYMENTS TO BE MADE BY THE CITY OF ROANOKE UNDER THE CITY OF ROANOKE SUPPORT AGREEMENT OR WITH RESPECT TO THE PERFORMANCE BY THE CITY OF ROANOKE OF ANY COVENANT CONTAINED THEREIN. THE OBLIGATION OF THE CITY OF SALEM TO MAKE THE CITY OF SALEM SUPPORT PAYMENTS CONSTITUTES A GENERAL OBLIGATION AND DEBT OF THE CITY OF SALEM BUT THE AUTHORITY HAS NO OBLIGATION OR LIABILITY TO THE REGISTERED OWNER HEREOF WITH RESPECT TO THE PERFORMANCE BY THE CITY OF SALEM OF ANY COVENANT CONTAINED THEREIN. THE AUTHORITY HAS NO TAXING POWER.

This Bond is subject to prepayment or redemption prior to maturity at the option of the Authority at any time, without penalty, at the direction of one or more Participants, in whole or in part, at a redemption price equal to 100% of the principal amount of Bond to be redeemed, plus interest accrued to the redemption date.

All acts and conditions required to happen, exist or be performed precedent to and in connection with the issuance of this Bond have happened, exist and have been performed.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Western Virginia Regional Industrial Facility Authority has caused this Bond to be executed by the manual signature of its Chairman and attested by the manual signature of its Secretary and this Bond to be dated _____, 2016.

**WESTERN VIRGINIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**

By _____
Chairman

ATTEST:

By _____
Secretary

(Form of Assignment)

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(Please print or type Name and Address, including postal zip code of Transferee)

the within Bond and all rights under it, irrevocably constituting and appointing

_____, Attorney to transfer
the Bond on the books kept for its registration, with full power of substitution.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s)
must be guaranteed by an Eligible
Guarantor Institution such as a
Commercial Bank, Trust Company,
Securities Broker/Dealer, Credit Union,
or Savings Association who is a
member of a medallion program
approved by the Securities Transfer
Association, Inc.

Registered Owner
NOTICE: The signature above
must correspond with the name
of the Registered Owner
exactly as it appears on the
front of this Bond.

(End of Form of Assignment)

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
\$10,000,000 Revenue Bond, Series 2016
BOND PURCHASE AND LOAN AGREEMENT

October 11, 2016

Western Virginia Regional Industrial Facility Authority
Chris Morrill, Chairman
c/o Roanoke Regional Partnership
111 Franklin Plaza, Suite 333
Roanoke, Virginia 24011

Ladies and Gentlemen:

Union Bank & Trust (**the "Bank"**) offers to enter into this agreement (**this "Bond Purchase and Loan Agreement"**) with the Western Virginia Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia (**the "Authority"**), providing for the sale by the Authority and the purchase by the Bank of the Authority's Revenue Bond, Series 2016 in the maximum principal amount of \$10,000,000 (**the "Authority Revenue Bond"**). Acceptance of this offer shall be evidenced by the execution and delivery to the Bank of this Bond Purchase and Loan Agreement by the Chairman of the Authority. Upon such acceptance, this Bond Purchase and Loan Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Authority and the Bank.

1. **Purpose of Financing and Security for Authority Revenue Bond.** The Authority Revenue Bond will be issued pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Code of Virginia of 1950, as amended (**the "Act"**), in order to finance certain costs of the development of an industrial park, including the acquisition of land located in Roanoke County described as five (5) parcels roughly bounded by and in the vicinity of Interstate 81 and Wood Haven Road, which consists of approximately one hundred six (106) acres, together with such other parcels of real property that may be acquired by the Authority in connection with the project contemplated herein and related improvements and facilities, including necessary expenses incidental thereto (**collectively, the "Project"**) and payment of certain costs of issuance of the Authority Revenue Bond, for the benefit of citizens of the City of Roanoke, Virginia (**the "City of Roanoke"**), Roanoke County, Virginia (**"Roanoke County"**) and the City of Salem, Virginia (**the "City of Salem" and together with the City of Roanoke and Roanoke County, the "Participants"**).

The Authority Revenue Bond shall be payable from certain payments from the Participants, described as: (1) payments from the City of Roanoke to the Authority (**the "City of Roanoke Support Payments"**) pursuant to a Support Agreement between the City of Roanoke and the Authority (**the "City of Roanoke Support Agreement"**); (2) payments from Roanoke County to the Authority (**the "Roanoke County Support Payments"**) pursuant to a Support Agreement between Roanoke County and the Authority (**the "Roanoke County Support Agreement"**),

such Roanoke County Support Payments being the same as payments to be made by Roanoke County to the Authority under the Lease Agreement (as defined below); and (3) payments from the City of Salem to the Authority (**the "City of Salem Support Payments"**) pursuant to a Support Agreement between the City of Salem and the Authority (**the "City of Salem Support Agreement" and, together with the City of Roanoke Support Agreement and the Roanoke County Support Agreement, the "Support Agreements"**). The Authority and Roanoke County will enter into a Ground Lease, dated as of the date hereof (**the "Roanoke County Ground Lease"**) which provides that certain Leased Property (as defined below) is leased by Roanoke County to the Authority and the Leased Property will be leased back to Roanoke County under a Lease Agreement, dated as of the date hereof between the Authority and Roanoke County (**the "Roanoke County Lease Agreement" and, together with the Roanoke County Ground Lease the "Roanoke County Lease Agreements"**). The City of Roanoke Support Payments, the Roanoke County Support Payments and the City of Salem Support Payments, collectively and made on a timely basis, will be sufficient to enable the Authority to meet its scheduled debt service payments on the Authority Revenue Bond. The obligations for the City of Roanoke Support Payments and the City of Salem Support Payments shall be general obligations and secured by the full faith and credit of each such locality, respectively, and the undertaking for the Roanoke County Support Payments is subject to and conditioned upon the Roanoke County Board of Supervisors making annual appropriations for the same.

The City of Roanoke will agree in the City of Roanoke Support Agreement to pay Basic Payments (as defined in the City of Roanoke Support Agreement) in a timely fashion to the Authority in an amount equal to 44.2% (**the "City of Roanoke Percentage"**) of the payments of principal and interest due on the Authority Revenue Bond. Roanoke County will agree in the Roanoke County Support Agreement to pay Basic Payments (as defined in the Roanoke County Support Agreement), subject to annual appropriation by the Board of Supervisors of Roanoke County, in a timely fashion to the Authority in an amount equal to 44.2% (**the "Roanoke County Percentage"**) of the payments of principal and interest due on the Authority Revenue Bond, and such Basic Payments shall be secured by an assignment of rents payable to the Authority pursuant to the Roanoke County Lease Agreement (as defined below). The City of Salem will agree in the City of Salem Support Agreement to pay Basic Payments (as defined in the City of Salem Support Agreement) in a timely fashion to the Authority in an amount equal to 11.6% (**the "City of Salem Percentage"**) of the payments of principal and interest due on the Authority Revenue Bond.

The Authority will lease certain real estate and buildings owned by Roanoke County described as the Roanoke County Government Center located at 5204 Bernard Drive, Roanoke, Virginia 24018 (**the "Leased Property"**) pursuant to the Roanoke County Ground Lease and lease such property back to Roanoke County pursuant to the Roanoke County Lease Agreement.

The Bank and the Authority will enter into an Assignment Agreement dated as of October 11, 2016 (**the "Assignment Agreement"**) whereby payments received by the Authority under the Support Agreements and the Roanoke County Lease Agreement will be assigned to the Bank to be applied toward debt service payments on the Authority Revenue Bond.

The Authority has agreed to issue the Authority Revenue Bond and use the proceeds thereof for the Project. **The Support Agreements, the Roanoke County Lease Agreements and the**

Assignment Agreement are referred to collectively herein as the “Basic Agreements.” The Basic Agreements and the Authority Revenue Bond shall be in the forms previously furnished or summarized to the Authority and its counsel, with such subsequent modifications as may be approved by the Authority, the Bank and as applicable a Participant that is a party to a specific Basic Agreement. The Authority Revenue Bond and the Basic Agreements shall not become effective until delivery at Closing (as defined below).

2. **Purchase and Terms of the Authority Revenue Bond.** Upon the terms and conditions and upon the basis of the representations set forth herein, the Bank hereby agrees to purchase from the Authority, and the Authority hereby agrees to sell to the Bank, the Authority Revenue Bond at the purchase price of 100% of the aggregate principal amount advanced under the Authority Revenue Bond (**the “Purchase Price”**). The Authority Revenue Bond shall be as described in, and shall have the terms and conditions, including but not limited to the payment dates for interest, principal and redemption or prepayment provisions, set forth in the form of Authority Revenue Bond attached as **Exhibit A** hereto and incorporated by this reference. The principal sums advanced under the Authority Revenue Bond shall bear interest at the rate of 3.70 percent per annum through the final maturity date of the Authority Revenue Bond, provided, however, that in the event that any of the Participants becomes subject to a credit rating downgrade with the result that such credit rating falls below Baa3 as rated by Moody’s Investors Service, New York, New York (“**Moody's**”), such interest rate shall be adjusted to a rate of 4.25 percent per annum for so long as any of the Participants has a credit rating falling below Baa3 as rated by Moody's and in the event that thereafter all Participants have a credit rating of Baa3 or above as rated by Moody's such interest rate shall at that time be adjusted to 3.70 percent per annum. Interest on the Authority Revenue Bond is included in gross income for federal income tax purposes.

3. **Authority Revenue Bond as Limited Obligation of the Authority.** The Authority Revenue Bond shall be a limited obligation of the Authority payable solely from the revenues and receipts derived by the Authority under the Basic Agreements in accordance with the terms thereof, and shall not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof. Failure of any one Participant to make a payment, to appropriate funds or to fulfill any obligation of such Participant under a Support Agreement or the Roanoke County Lease Agreement, as applicable, shall not constitute a default or breach of any other Participant or provide the holder of the Authority Revenue Bond with any right or remedy against any other Participant.

THE BANK UNDERSTANDS AND AGREES THAT THE UNDERTAKING BY ROANOKE COUNTY TO MAKE THE PAYMENTS UNDER THE ROANOKE COUNTY SUPPORT AGREEMENT AND UNDER THE ROANOKE COUNTY LEASE AGREEMENT CONSTITUTES A CURRENT EXPENSE OF ROANOKE COUNTY, PAYABLE ONLY FROM FUNDS LEGALLY AVAILABLE THEREFOR. SUCH UNDERTAKING DOES NOT CONSTITUTE A DEBT OF ROANOKE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DOES NOT CONSTITUTE A LIABILITY OF OR A LIEN OR CHARGE UPON THE FUNDS OR PROPERTY OF ROANOKE COUNTY, BEYOND THE FISCAL YEAR FOR WHICH THE ROANOKE COUNTY BOARD OF SUPERVISORS HAS APPROPRIATED FUNDS TO MAKE SUCH PAYMENTS.

THE BANK FURTHER UNDERSTANDS AND AGREES THAT THE AUTHORITY HAS NO OBLIGATION TO MAKE PAYMENTS ON THE AUTHORITY REVENUE BOND EXCEPT FROM THE PAYMENTS OF RECEIVED UNDER THE SUPPORT AGREEMENTS AND THE ROANOKE COUNTY LEASE AGREEMENTS, WHICH RIGHTS WILL BE ASSIGNED PURSUANT TO THE ASSIGNMENT AGREEMENT TO THE BANK.

4. **Representations and Warranties of the Authority.** The Authority represents, warrants and agrees as follows:

(a) The Authority is a political subdivision of the Commonwealth of Virginia, duly organized and validly existing as a regional facility authority pursuant to the Act, and has full right, power and authority to enter into the Basic Agreements to which it is a party and this Bond Purchase and Loan Agreement, to issue, sell and deliver the Authority Revenue Bond as provided herein and to carry out and consummate all other transactions contemplated by the Basic Agreements and this Bond Purchase and Loan Agreement.

(b) The Authority has, and at the Closing Date will have, duly authorized all actions necessary or appropriate to be taken for the Authority to (1) enter into, execute and deliver the Basic Agreements to which it is a party and this Bond Purchase and Loan Agreement, (2) to issue, sell and secure the Authority Revenue Bond to the Bank as provided herein, and (3) to consummate and carry out the other transactions contemplated by the Basic Agreements and this Bond Purchase and Loan Agreement.

(c) The Authority has authorized the taking of any and all actions as may be required by the Authority to consummate the transactions contemplated in the Basic Agreements and this Bond Purchase and Loan Agreement at duly convened public meetings, with respect to which all required notices were duly given to all members, and at which meetings a quorum was present and acting throughout.

(d) The Authority has (1) duly authorized the execution and delivery of the Basic Agreements to which it is a party and this Bond Purchase and Loan Agreement, (2) duly authorized the issuance, sale and delivery of the Authority Revenue Bond, and (3) taken or will take all further action necessary or appropriate to carry out the issuance, sale and delivery of the Authority Revenue Bond to the Bank.

(e) There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Authority, threatened against the Authority, affecting the organization and existence of the Authority or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Authority Revenue Bond or the collection of payments of Basic Rent (as defined in the Roanoke County Lease Agreement) to pay the principal of and interest on the Authority Revenue Bond, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Authority Revenue Bond, the Basic Agreements to which it is a party or this Bond Purchase and Loan Agreement or contesting in any way the power of the Authority to issue the Authority Revenue Bond or to execute and deliver the Basic Agreements to which it is a party or this Bond Purchase and Loan Agreement, nor, to the best knowledge of the Authority, is there any basis therefor.

(f) No further consent, approval, authorization or order of any court or governmental agency or body not already obtained is required for the issuance, delivery or sale of the Authority Revenue Bond or, as of the date hereof, the consummation of the other transactions effected or contemplated herein or hereby by the Authority (except that no representation is given as to any action required under state securities or blue sky laws in connection with the purchase, distribution or sale of the Authority Revenue Bond).

(g) The Authority is not in violation of the Act or any existing law, rule or regulation applicable to it and is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Authority is a party or by which it is bound or to which any of its assets are subject, which default would adversely affect the Authority Revenue Bond, and the execution and delivery by the Authority of the Basic Agreements to which it is a party, the Authority Revenue Bond, the assignment of the Authority's rights under the Basic Agreements and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the foregoing.

(h) When delivered to and paid for by the Bank in accordance with the terms of this Bond Purchase and Loan Agreement, the Authority Revenue Bond will have been duly authorized, executed and issued.

(i) The representations and agreements of the Authority herein will be true and correct in all material respects as of the Closing.

5. **Closing.** The delivery of the Authority Revenue Bond (**the "Closing"**) shall be at such place and time as may be agreed to by the Authority and the Bank (but in no event later than October 20, 2016, unless otherwise agreed to in writing by the parties) (**the "Closing Date"**). Upon delivery of the Authority Revenue Bond to the Bank, the Bank will cause payment to be made as directed by the Authority, in immediately available funds, in the amount of \$8,500,000 (**the "Initial Draw"**) as the first draw of the maximum principal amount of the Authority Revenue Bond. As will be set forth in a Closing Memorandum by Davenport & Company LLC (**the "Financial Advisor"**), the Initial Draw will be utilized at the time of the Closing to pay certain costs of issuance of the Authority Revenue Bond and certain costs of the Project. The Basic Agreements shall be delivered on the Closing Date to the Richmond, Virginia, offices of Sands Anderson PC as bond counsel to the Authority (**"Bond Counsel"**) or such other place as to which the Authority and the Bank may agree in writing. The Bank will cause payment to be made as directed in writing by the Authority of one or more additional draws under the Authority Revenue Bond (**the "Additional Draws"**) for payment of costs of the Project, provided that the amount of the Initial Draw and all Additional Draws (**the "Total Principal Amount Advanced"**) shall not exceed the maximum principal amount of the Authority Revenue Bond, and provided further that no Additional Draw shall be made after June 30, 2018.

6. **Conditions to Closing.** The Bank's obligations hereunder to purchase and pay for the Authority Revenue Bond shall be subject to the performance by the Authority of its obligations hereunder and by the Authority and the Participants of their respective obligations under the

applicable Basic Agreements at or prior to the Closing Date, and to the following additional conditions at the Closing Date:

(a) All official action of the Authority and the Participants relating to the Basic Agreements and the Authority Revenue Bond shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Bank.

(b) At the Closing Date, the Basic Agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Bank.

(c) Receipt by the Bank of the Authority Revenue Bond and original executed copies of the Basic Agreements.

(d) Receipt by the Bank of a certificate, dated the Closing Date and signed by the Chairman of the Authority, to the effect that (i) the representations and warranties of the Authority contained herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date, and (ii) the Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(e) Receipt by the Bank of certificates, dated the Closing Date and signed by the City Manager or County Administrator, as applicable, of each Participant to the effect that (i) the representations and warranties of the such Participant in the Basic Agreements to which it is a party are true and correct as of the Closing Date as if made on the Closing Date, and (ii) such Participant has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the Closing Date.

(f) Receipt by the Bank of a certificate executed by the Chairman of the Authority, and certificates signed by the City Manager or County Administrator, as applicable, of each Participant, satisfactory to the Bank that, as of the Closing Date, there is no litigation at law or in equity pending or to the knowledge of the Authority, or each Participant, as applicable, threatened against the Authority, or any Participant, as applicable (i) affecting or regarding the existence of the Authority, or any Participant, as applicable, the validity or enforceability of the Authority Revenue Bond, the Basic Agreements or this Bond Purchase and Loan Agreement against the Authority, any Participant, as applicable, or the titles of the officers executing the Authority Revenue Bond or the Basic Agreements to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Authority Revenue Bond, or the pledges of revenues in support thereof, (iii) in any way contesting the power of the Authority to issue the Authority Revenue Bond or develop the Project and (iv) contesting the power of the Authority, or any Participant, as applicable, to execute and deliver the Basic Agreements or the Authority Revenue Bond.

(g) Delivery to the Bank of an opinion of counsel to the Authority, dated the Closing Date, in substantially the form set forth in **Exhibit D** hereto.

(h) Receipt by the Bank of an opinion, dated the Closing Date, of the Roanoke City Attorney and the Salem City Attorney, each in substantially the form attached as **Exhibit B** hereto.

(i) Receipt by the Bank of an opinion, dated the Closing Date and addressed to the Bank, of the Roanoke County Attorney, in substantially the form attached as **Exhibit C** hereto.

(j) Receipt by the Bank of the approving opinion of Bond Counsel, dated the Closing Date, subject to the usual qualifications, as to the validity and enforceability of the Authority Revenue Bond and the enforceability of the Basic Agreements against the Participants (to the extent they are parties thereto).

(k) Such additional legal opinions, certificates, instruments and other documents as the Bank or Bond Counsel may reasonably request to evidence the due performance or satisfaction by the Authority and the Participants at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the Authority and the Participants.

The Bank reserves the right to waive any of the conditions to its obligations contained in this Bond Purchase and Loan Agreement.

If the Authority or any Participant shall be unable to perform or fulfill the conditions to the Bank's obligations hereunder, or if the Bank's obligations hereunder shall be terminated for any reason permitted hereby, this Bond Purchase and Loan Agreement shall terminate and neither the Bank, the Authority nor any Participant shall be under further obligation hereunder.

7. **Fees and Expenses.** The Authority agrees to cause to be paid the fees and disbursements of the Financial Advisor, of Bond Counsel, of counsel to the Bank and disbursements incurred in connection with the issuance and sale of the Authority Revenue Bond to the Bank, in each case from the proceeds of the Authority Revenue Bond or from other funds available to the Authority, as provided by the Participants.

8. **Optional Prepayment.** The Authority Revenue Bond shall be subject to prepayment or redemption prior to maturity at the option of the Authority at any time, at the direction of one or more Participants, in whole or in part, at a redemption price equal to 100% of the principal amount of the Authority Revenue Bond to be redeemed, plus interest accrued to the redemption date.

9. **Representations of Bank.** The Bank represents and warrants that the purchase of the Authority Revenue Bond is for its individual account only and not with a present view for distribution to other purchasers thereof. The Bank is a corporation authorized to do business in the Commonwealth. The Bank represents and warrants that it is purchasing the Authority Revenue Bond at its sole risk based on its evaluation of the credit risks arising therefrom. The Bank acknowledges and agrees that the Authority may incur additional obligations in relation to the Project, other than the Authority Revenue Bond, which additional obligations may include issuance by the Authority of additional revenue bonds payable in whole or in part from additional support payments from the Participants.

10. **Notices.** Any notice or other communication to be given to the Authority or the Bank under this Agreement may be given by delivery of the same in writing (a) to the Authority, at c/o Roanoke Regional Partnership, at 111 Franklin Road, SE, Suite 333, Roanoke, Virginia 24011

(Attention: Beth Doughty, Executive Director) and (b) to the Bank, at 111 Franklin Road, SE, Suite 110, Roanoke, Virginia 24011 (Attention: Debbie H. Young). Any party to this Bond Purchase and Loan Agreement may designate additional or different addresses for notice or communications by notice given under this Section to the other party.

11. **Miscellaneous.** This Bond Purchase and Loan Agreement is made solely for the benefit of the Authority and the Bank (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements contained herein shall remain operative and in full force and effect, regardless of (a) any investigations made by or on behalf of the Bank; (b) delivery of and payment for the Authority Revenue Bond hereunder; and (c) any termination of this Bond Purchase and Loan Agreement. This Bond Purchase and Loan Agreement may not be assigned by the Authority or the Bank. This Bond Purchase and Loan Agreement has been dated as of October 11, 2016 for purposes of identifying the instrument.

12. **Governing Law.** The construction and enforcement of this Bond Purchase and Loan Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard for its conflicts of laws provisions.

13. **Execution in Counterparts; Facsimile Signatures.** This Bond Purchase and Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Bond Purchase and Loan Agreement by signing any such counterpart.

14. **Severability.** In case any one or more of the provisions of this Bond Purchase and Loan Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Bond Purchase and Loan Agreement, and this Bond Purchase and Loan Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

[Remainder of this page intentionally left blank.]

Very truly yours,

UNION BANK & TRUST

By: _____

Title: Senior Vice President

Confirmed and Accepted
as of the date first above written:

**WESTERN VIRGINIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**

By: _____
Chairman

EXHIBIT A
FORM OF THE AUTHORITY REVENUE BOND

EXHIBIT B

Opinion of City Attorney

[Letterhead of City Attorney]

[Closing Date]

Western Virginia Regional
Industrial Facility Authority
c/o Roanoke Regional Partnership
111 Franklin Road, SE , Suite 333,
Roanoke, Virginia 24011

City of _____
_____, Virginia 2_____

Union Bank & Trust
111 Franklin Road, SE
Suite 110
Roanoke, Virginia 24011

Sands Anderson PC
1111 East Main Street
Richmond, Virginia 23219

**Western Virginia Regional Industrial Facility Authority
\$10,000,000 Revenue Bond, Series 2016**

Ladies and Gentlemen:

I am the City Attorney for the City of _____, Virginia (**the “City”**). In connection with the issuance of the above-referenced bond (**the “Authority Revenue Bond”**) by the Western Virginia Regional Industrial Facility Authority (**the “Authority”**), I have examined, among other things, the following documents:

- (a) the Constitution and applicable laws of the Commonwealth of Virginia;
- (b) the City Charter, Chapter ___ of Acts of Assembly of ____, as amended (**the “Charter”**);
- (c) a certified copy of a Resolution adopted by the City Council on _____, 2016 authorizing, among other things, the execution and delivery, or consent and acknowledgment to, as applicable, of the City Documents (as hereinafter defined) (**the “City Resolution”**);
- (d) a copy of the Bond Purchase and Loan Agreement, dated October 11, 2016 (**the “Bond Purchase and Loan Agreement”**), between the Authority and Union Bank & Trust (**the “Bank”**);

(e) a Support Agreement, dated as of October 11, 2016 (the “**City of _____ Support Agreement**”), between the City and the Authority, pursuant to which the City has agreed, among other things, to make payments to the Authority in the amount of _____ percent (___%) of the debt service payments of the Authority Revenue Bond on a timely basis as a general obligation of the City to the Authority; and

(f) an Assignment Agreement, dated as of October 11, 2016 (the “**Assignment Agreement**”), between the Authority and the Bank, assigning certain of the Authority's rights under the City of _____ Support Agreement to the Bank as security for, and for payment of, the Authority Revenue Bond, which Assignment Agreement is acknowledged and consented to by the City.

In all such examinations, I have assumed that all signatures on documents and instruments examined by me are genuine, all documents submitted to me as originals are authentic and all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the above documents by all parties other than the City. I have also examined such other records, agreements and proceedings of the City and conducted such investigations as I have deemed appropriate and necessary for purposes of this opinion. As to questions of fact material to my opinion, I have relied upon representations of the City contained in the Basic Agreements, as defined below and certifications by representatives of the City and the Authority.

Based upon the foregoing, I am of the opinion that:

1. The City is a duly organized municipal corporation and political subdivision and validly existing under the Constitution and laws of the Commonwealth of Virginia and vested with all the rights, powers and privileges conferred upon cities by the Constitution and laws of the Commonwealth.

2. The City Resolution was duly adopted by the City Council and is in full force and effect.

3. The City has all necessary power and authority to enter into and perform its obligations under the City of _____ Support Agreement and the Assignment Agreement (**collectively, the “City Documents”**) and carry out the transactions contemplated to be performed by the City under the City Documents and under the Bond Purchase and Loan Agreement.

4. The City Documents have been duly authorized, executed and delivered or acknowledged and consented to, as applicable, by the City, and constitute valid and binding obligations of the City enforceable against the City in accordance with their terms; except to the extent that their enforceability may be limited to or otherwise affected by (a) bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the rights of creditors and debtors generally and (b) principles of equity, whether considered at law or in equity.

5. The adoption by the City Council of the City Resolution and the execution and delivery by the City of the City Documents and the consummation by the City of the transactions contemplated to be performed by the City under the City Documents and the Bond Purchase and

Loan Agreement are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the City, the Charter, any ordinance or resolution of the City, or any material contract, indenture or agreement to which the City is a party or by which the City is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the City's revenues, assets, properties or funds except as contemplated in the City Documents.

6. There is no litigation pending or, to the best of my knowledge, threatened against the City (a) to restrain or enjoin the issuance, sale or delivery of the Authority Revenue Bond, or the application of proceeds of the Authority Revenue Bond as provided in the City Documents or the collection of revenues pledged under the City of _____ Support Agreement, (b) in any way contesting or affecting any authority for the validity of the City Documents, (c) adversely affecting the financial condition of the City in any material way, or (d) affecting the acquisition, construction or equipping of the Project (as defined in the Bond Purchase and Loan Agreement).

7. No further governmental or regulatory consents, approvals, orders or authorizations by the City are required for the adoption of the City Resolution or the execution and delivery by the City of the City Documents or for the consummation by the City of the actions contemplated to be performed by the City under the City Documents and the Bond Purchase and Loan Agreement.

Very truly yours,

EXHIBIT C

Opinion of County Attorney

[Letterhead of County Attorney]

[Closing Date]

Western Virginia Regional
Industrial Facility Authority
c/o Roanoke Regional Partnership
111 Franklin Road, SE
Suite 333
Roanoke, Virginia 24011

Roanoke County
5204 Bernard Drive
Roanoke, Virginia 24018

Union Bank & Trust
111 Franklin Road, SE
Suite 110
Roanoke, Virginia 24011

Sands Anderson PC
1111 East Main Street
Richmond, Virginia 23219

**Western Virginia Regional Industrial Facility Authority
\$10,000,000 Revenue Bond, Series 2016**

Ladies and Gentlemen:

I am the County Attorney for Roanoke County, Virginia (**the “County”**). In connection with the issuance of the above-referenced bond (**the “Authority Revenue Bond”**) by the Western Virginia Regional Industrial Facility Authority (**the “Authority”**), I have examined, among other things, the following documents:

- (a) the Constitution and applicable laws of the Commonwealth of Virginia;
- (b) the County Charter, Chapter 617 of Acts of Assembly of 1986, as amended (**the “Charter”**);
- (c) a certified copies of an Ordinance adopted by the Board of Supervisors of the County (**the “Board of Supervisors”**) on _____, 2016 authorizing, among other things, the execution and delivery of the Basic Agreements (as hereinafter defined) (**the “County Ordinance”**);
- (d) a copy of the Bond Purchase and Loan Agreement, dated October 11, 2016 (**the “Bond Purchase and Loan Agreement”**), between the Authority and Union Bank & Trust (**the “Bank”**);

(e) a Ground Lease, dated as of October 11, 2016, between the County and the Authority (**the "Ground Lease"**) conveying to the Authority a leasehold interest in certain property, as described therein (**the "Leased Property"**);

(f) a Lease Agreement, dated as of October 11, 2016, between the Authority and the County (**the "Lease Agreement"**) conveying to the County a leasehold interest in such Leased Property;

(g) a Support Agreement, dated as of October 11, 2016 (**the "County Support Agreement"**), between the County and the Authority, pursuant to which the County has agreed, among other things, to make payments of forty four and two tenths percent (44.2%) of the debt service payments of the Authority Revenue Bond on a timely basis (subject to annual appropriation by the Board of Supervisors) to the Authority; and

(h) an Assignment Agreement, dated as of October 11, 2016 (**the "Assignment Agreement"**), between the Authority and the Bank, assigning certain of the Authority's rights under the County Support Agreement, the Ground Lease and the Lease Agreement to the Bank as security for, and for payment of, the Authority Revenue Bond, which Assignment Agreement is acknowledged and consented to by the County.

In all such examinations, I have assumed that all signatures on documents and instruments examined by me are genuine, all documents submitted to me as originals are authentic and all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the above documents by all parties other than the County. I have also examined such other records, agreements and proceedings of the County and conducted such investigations as I have deemed appropriate and necessary for purposes of this opinion. As to questions of fact material to my opinion, I have relied upon representations of the County contained in the Basic Agreements, as defined below and certifications by representatives of the County and the Authority.

Based upon the foregoing, I am of the opinion that:

1. The County is a political subdivision and validly existing under the Constitution and laws of the Commonwealth of Virginia and vested with all the rights, powers and privileges conferred upon cities by the Constitution and laws of the Commonwealth.

2. The County Ordinance was duly adopted by the Board of Supervisors and is in full force and effect.

3. The County has all necessary power and authority to enter into and perform its obligations under the Ground Lease, the Lease Agreement, the County Support Agreement and the Assignment Agreement (**collectively, the "County Documents"**) and carry out the transactions contemplated to be performed by the County under the County Documents and the Bond Purchase and Loan Agreement.

4. The County Documents have been duly authorized, executed and delivered or acknowledged and consented to, as applicable, by the County, and constitute valid and binding obligations of the County enforceable against the County in accordance with their terms; except to the extent that their enforceability may be limited to or otherwise affected by (a) bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the rights of

creditors and debtors generally and (b) principles of equity, whether considered at law or in equity. The County's undertaking to make payments of Basic Payments and Additional Payments under the County Support Agreement and lease payments under the Lease Agreement is subject to and dependent upon the Board of Supervisors making appropriations in amounts sufficient for such purpose. Such undertaking does not constitute a debt of the County within the meaning of any constitutional or statutory limitation nor a liability of or a lien or charge upon funds or property of the County beyond any fiscal year for which the Board of Supervisors has appropriated moneys for such purpose.

5. The adoption by the Board of Supervisors of the County Ordinance and the execution and delivery by the County of the County Documents and the consummation by the County of the transactions contemplated to be performed by the County under the County Documents and the Bond Purchase and Loan Agreement are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents.

6. There is no litigation pending or, to the best of my knowledge, threatened against the County (a) to restrain or enjoin the issuance, sale or delivery of the Authority Revenue Bond, or the application of proceeds of the Authority Revenue Bond as provided in the County Documents or the collection of revenues pledged under the Support Agreement and the Lease Agreement, (b) in any way contesting or affecting any authority for the issuance or validity of the Authority Revenue Bond or the validity of the County Documents, (c) affecting the application of proceeds of the Authority Revenue Bond pursuant to the County Documents, (d) adversely affecting the financial condition of the County in any material way, or (e) affecting the acquisition, construction or equipping of the Project (as defined in the Bond Purchase and Loan Agreement).

7. No further governmental or regulatory consents, approvals, orders or authorizations by the County are required for the adoption of the County Ordinance or the execution and delivery by the County of the County Documents or for the consummation by the County of the actions contemplated to be performed by the County under the County Documents and the Bond Purchase and Loan Agreement.

Very truly yours,

EXHIBIT D

Opinion of Authority Counsel

[Letterhead of Sands Anderson]

[Closing Date]

Western Virginia Regional
Industrial Facility Authority
c/o Roanoke Regional Partnership
111 Franklin Road, SE, Suite 333
Roanoke, Virginia 24011

Union Bank & Trust
111 Franklin Road, SE
Suite 110
Roanoke, Virginia 24011

**Western Virginia Regional Industrial Facility Authority
\$10,000,000 Revenue Bond, Series 2016**

Ladies and Gentlemen:

We have served as special counsel to the Western Virginia Regional Industrial Facility Authority (**the “Authority”**) in connection with the issuance of the above-referenced bond (**the “Authority Revenue Bond”**) by the Authority and we have examined, among other things, the following documents:

(a) the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Code of Virginia of 1950, as amended (**the “Act”**);

(b) a certified copy of a resolution adopted by the Authority on September 15, 2016 (**the “Resolution”**), authorizing the issuance of the Authority Revenue Bond and the execution and delivery of the following:

(1) a copy of the Bond Purchase and Loan Agreement, dated October 11, 2016 (**the “Bond Purchase and Loan Agreement”**), between the Authority and Union Bank & Trust (**the “Bank”**);

(2) a Ground Lease, dated as of October 11, 2016, between Roanoke County, Virginia (**the “County”**) and the Authority (**the “Ground Lease”**) conveying to the

Authority a leasehold interest in certain property, as described therein (**the "Leased Property"**);

(3) a Lease Agreement, dated as of October 11, 2016, between the Authority and the County (**the "Lease Agreement"**) conveying to the County a leasehold interest in such Leased Property;

(4) a Support Agreement, dated as of October 11, 2016 (**the "Roanoke County Support Agreement"**), between the County and the Authority, pursuant to which the County has agreed to make certain payments (subject to annual appropriation by the Board of Supervisors) to the Authority; and

(5) a Support Agreement, dated as of October 11, 2016 (**the "City of Roanoke Support Agreement"**), between the City of Roanoke and the Authority, pursuant to which the City of Roanoke has agreed to make certain payments to the Authority; and

(6) a Support Agreement, dated as of October 11, 2016 (**the "City of Salem Support Agreement"**), between the City of Salem and the Authority, pursuant to which the City of Salem has agreed to make certain payments to the Authority; and

(7) an Assignment Agreement, dated as of October 11, 2016 (**the "Assignment Agreement"**), between the Authority and the Bank, assigning certain of the Authority's rights under the Roanoke County Support Agreement, the City of Roanoke Support Agreement, the City of Salem Support Agreement, the Ground Lease and the Lease Agreement to the Bank as security for, and for payment of, the Authority Revenue Bond; and

(c) executed counterparts of the documents described in (b) above (**collectively, the "Basic Agreements"**); and

(d) such other documents, records, agreements and certificates of the Authority and other parties, including a copy of a Certificate of the Secretary of the Commonwealth of Virginia dated February 4, 2014, as we deem necessary or appropriate to enable us to render the opinions expressed below.

In all such examinations, we have assumed that all signatures on documents and instruments examined by us are genuine, all documents submitted to us as originals are authentic and all documents submitted to us as copies conform to the originals. In addition, for purposes of this opinion we have assumed, without independent investigation or verification, the due authorization, execution and delivery of the Basic Agreements by all parties other than the Authority. As to questions of fact material to this opinion, we have relied upon representations of and the compliance with covenants by the Authority contained in the Basic Agreements, certifications and representations of public officials furnished to us, and certifications and representations of the Authority and others delivered at closing. Wherever in this letter an opinion is qualified by the phrase "to the best of our knowledge" or "we have no knowledge of" or words of like import, it shall mean that we have no actual knowledge of the matter or matters so qualified and that no such knowledge has come to us during the course of our representation

of the Authority in connection with this transaction, but that we have conducted no independent investigation of such matter or matters or otherwise sought verification thereof, except as may be expressly set forth herein.

Based on and subject to the foregoing, and upon such other information and documents as we consider necessary for the purpose of rendering this opinion, we are of the opinion that:

1. The Authority is duly organized, validly existing and in good standing under the Act and has all necessary power and authority to (i) issue and sell the Authority Revenue Bond and (ii) enter into and perform its obligations under the Basic Agreements. The Authority has taken all necessary action required of the Authority and has complied with all provisions of the Act required of the Authority to duly authorize the issuance and sale of the Authority Revenue Bond.

2. The Resolution has been duly adopted by the Authority and is in full force and effect on the date hereof.

3. The Basic Agreements have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery thereof by the other parties thereto, are valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms.

4. The Authority Revenue Bond has been duly authorized, executed and issued by the Authority and constitutes a valid and binding limited obligation of the Authority, enforceable in accordance with its terms.

5. The enforceability of the obligations of the Authority under the documents described above is subject to the provisions of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws. The enforceability of such obligations is also subject to usual equity principles, which may limit the specific enforcement of certain remedies, and any indemnity provisions in the Basic Agreements may be limited by court decisions invalidating or limiting such provisions on grounds including public policy.

6. To the best of our knowledge, no suit, action, proceeding or investigation is pending or threatened against the Authority, before any court or government department, commission, board, agency or instrumentality which, if determined adversely, could have a material adverse effect on (i) the title of the officers of the Authority executing the Authority Revenue Bond or the Basic Agreements, (ii) the validity or enforceability of the Authority Revenue Bond or the Basic Agreements, (iii) the authority to execute the Basic Agreements or the Authority Revenue Bond by the Authority or (iv) the proceedings relating to the execution of the Authority Revenue Bond and the Basic Agreements by the Authority.

Our opinion expressed herein is for your benefit alone and may not, without our prior written consent, be relied upon any other person, quoted in any document or filed with any government agency. We express no opinion herein as to the business or financial resources of the Authority or of the City of Roanoke, Roanoke County or the City of Salem or their ability or willingness to provide for the payment of the Authority Revenue Bond as set forth in the Roanoke County Support Agreement, the Lease Agreement, the City of Roanoke Support

Agreement or the City of Salem Support Agreement, respectively, as to any matters of real estate title or liens or as to the accuracy or completeness of any information relating to the Authority Revenue Bond that may have been relied upon by anyone in making the decision to purchase the Authority Revenue Bond. Our opinion is expressed as of the date hereof, and we do not assume any obligation to update or supplement our opinion to reflect any fact or circumstance which hereafter comes to our attention or change in law which hereafter occurs.

Very truly yours,

SUPPORT AGREEMENT

between

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

and

CITY OF ROANOKE, VIRGINIA

Dated as of October 11, 2016

NOTE: THIS SUPPORT AGREEMENT HAS BEEN ASSIGNED TO, AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF UNION BANK & TRUST, UNDER AN ASSIGNMENT AGREEMENT DATED AS OF OCTOBER 11, 2016

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THIS SUPPORT AGREEMENT dated as of October 11, 2016, by and between the WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia (the "Authority"), and the CITY OF ROANOKE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "City"), provides:

WITNESSETH:

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Act"); and

WHEREAS, the Act authorizes the Authority to borrow money to pay the costs of real estate and all improvements intended to be occupied by manufacturing, warehousing, distribution, office or other commercial facilities; and

WHEREAS, in order to further the purposes of the Act, the Authority proposes to undertake the financing of the acquisition of land located in Roanoke County described as five (5) parcels roughly bounded by and in the vicinity of Interstate 81 and Wood Haven Road, which consists of approximately one hundred six (106) acres, together with such other parcels of real property that may be acquired by the Authority in connection with the project contemplated herein and related improvements and facilities, including necessary expenses incidental thereto (collectively, the "Project"), and to obtain the funds therefor by the issuance of the Authority Revenue Bond (as hereinafter defined); and

WHEREAS, the City, and the City of Salem, Virginia and Roanoke County, Virginia (together with the City the "Participants" and each individually, including the City, a "Participant") agree that the Project will promote commerce and the prosperity of the Participants' citizens; and

WHEREAS, to finance the Project, the Authority has determined to issue pursuant to the terms of a Bond Purchase and Loan Agreement dated as of October 11, 2016 (the "Bond Purchase and Loan Agreement") between the Authority and Union Bank & Trust (the "Bank"), its Revenue Bond, Series 2016 in the maximum principal amount of \$10,000,000 (the "Authority Revenue Bond") and to use the proceeds thereof to finance costs incurred in connection with the Project for the benefit of the City and other Participants; and

WHEREAS, such Authority Revenue Bond will be a limited obligation of the Authority secured by a pledge of the revenues and receipts received by the Authority from (1) payments made by Roanoke County pursuant to a Support Agreement between Roanoke County and the Authority (the "Roanoke County Support Agreement") and the Roanoke County Lease Agreement (as defined in the Bond Purchase and Loan Agreement), such payments under the Roanoke County Support Agreement being the same as rent payments under the Roanoke County Lease Agreement, and such payments from Roanoke County to constitute a percentage of amounts due under the terms of the Authority Revenue Bond as set forth in the Bond Purchase and Loan Agreement (the "Roanoke County Portion of Support"), (2) payments made by the City pursuant to this Support Agreement (this "Support Agreement"), such payments from the

City to constitute a percentage of amounts due under the terms of the Authority Revenue Bond as set forth in the Bond Purchase and Loan Agreement (**the "City of Roanoke Portion of Support"**) and (3) payments made by the City of Salem pursuant to a Support Agreement between the City of Salem and the Authority (**the "City of Salem Support Agreement"**), such payments from the City of Salem to constitute a percentage of amounts due under the terms of the Authority Revenue Bond as set forth in the Bond Purchase and Loan Agreement (**the "City of Salem Portion of Support"**).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions.

Unless otherwise defined in this Support Agreement, all words used herein shall have the meanings assigned to such terms in the Bond Purchase and Loan Agreement. In addition to the words defined in the recitals hereto, the following words as used in this Support Agreement shall have the following meanings unless a different meaning clearly appears from the context:

"Additional Payments" shall mean such payment or payments made by the City pursuant to Section 4.1(b) and Section 5.1.

"Annual Budget" shall mean the budget by that name referred to in Section 4.4.

"Assignment Agreement" means the Assignment Agreement, dated as of October 11, 2016, from the Authority to the Bank.

"Authority Documents" shall mean the Assignment Agreement, this Support Agreement and the Bond Purchase and Loan Agreement.

"Bank" shall mean Union Bank & Trust or any subsequent holder of the Authority Revenue Bond.

"Basic Payments" shall mean the payments made by the City under this Support Agreement as set forth in Section 4.1(a), which such payments are equal to forty four and two tenths percent (44.2%) of the payments of principal and interest due on the Authority Revenue Bond.

"Bond Purchase and Loan Agreement" shall mean the Bond Purchase and Loan Agreement, dated as of October 11, 2016, between the Authority and the Bank.

"City" shall mean the City of Roanoke, Virginia.

“City Documents” shall mean the Assignment Agreement and this Support Agreement.

“City Manager” shall mean the City Manager of the City.

“Council” shall mean the City Council of the City.

“Event of Default” shall mean the events enumerated in Section 7.1.

“Fiscal Year” shall mean the twelve-month period beginning July 1 of one year and ending on June 30 of the following year, or such other fiscal year of twelve months as may be selected by the City.

“Public Finance Act” shall mean the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended.

“Support Agreement” shall mean this Support Agreement, as such Support Agreement may be supplemented, amended or modified.

Section 1.2. Rules of Construction.

The following rules shall apply to the construction of this Support Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of the Authority Revenue Bond shall not be deemed to refer to or connote the payment of the Authority Revenue Bond at its stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Support Agreement.

(d) The headings herein and Table of Contents to this Support Agreement herein are solely for convenience of reference and shall not constitute a part of this Support Agreement nor shall they affect its meaning, construction or effect.

(e) All references herein to payment of the Authority Revenue Bond are references to payment of principal of and premium, if any, and interest on the Authority Revenue Bond.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Authority.

The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created under the Act;

(b) Pursuant to the Act, the Authority has full power and authority to enter into the Authority Documents and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Authority Documents;

(c) The execution, delivery and compliance by the Authority with the terms and conditions of the Authority Documents will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the Authority, or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(d) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Authority Documents, except that no representation is made as to the applicability of any Federal or state securities laws; and

(e) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver the Authority Documents, (3) the validity or enforceability of the Authority Documents or the Authority's performance of its obligations thereunder, (4) the title of any officer of the Authority executing the Authority Documents, or (5) the ability of the Authority to issue and sell its Authority Revenue Bond and undertake the Project.

Section 2.2. Representations by City.

The City makes the following representations:

(a) The City is a municipal corporation and political subdivision of the Commonwealth of Virginia;

(b) The City has full power and authority to enter into the City Documents and to perform the transactions contemplated to be performed by the City under the City Documents and the Bond Purchase and Loan Agreement and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such City Documents;

(c) The City is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(d) The execution and delivery of the City Documents, the consummation of the transactions contemplated to be performed by the City therein and in the Bond Purchase and Loan Agreement and compliance by the City with the provisions thereof applicable to the City will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage or other agreement or instrument to which the City is a party or by which it is bound or any existing law, administrative regulation, court order or consent decree to which it is subject.

(e) The City is not in default under or in violation of, and the execution, delivery and compliance by the City with the terms and conditions of the City Documents will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the City or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the City or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(f) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the City with the terms and conditions of the City Documents; and

(g) There is no litigation at law or in equity or any proceeding before any governmental agency involving the City pending or, to the knowledge of the City, threatened with respect to (1) the authority of the City to execute and deliver the City Documents, (2) the validity or enforceability of such City Documents or the City's performance of its obligations thereunder, or (3) the title of any officer of the City executing such City Documents.

(h) The Project has been determined to be important to the City's economic development and future revenue growth, and the Council anticipates that the Project will continue to be important to the City's economic development and future revenue growth during the term of this Support Agreement.

ARTICLE III

AGREEMENT TO ISSUE AUTHORITY REVENUE BOND

Section 3.1. Agreement to Issue Authority Revenue Bond.

The Authority hereby agrees, simultaneously with the execution and delivery hereof, to proceed with the issuance and sale of the Authority Revenue Bond, bearing interest, maturing and having the other terms and provisions set forth in the Bond Purchase and Loan Agreement. The proceeds of the Authority Revenue Bond will be used to finance the costs of the Project. The City agrees to make all Basic Payments and Additional Payments when and as the same shall become due and payable.

Section 3.2. Limitation of Authority's Liability.

Anything contained in this Support Agreement to the contrary notwithstanding, any obligation the Authority may incur in connection with the issuance of the Authority Revenue Bond for the payment of money shall not be deemed to constitute a debt or general obligation of the Authority within any constitutional or statutory limitations, but shall be a limited obligation payable solely from the revenues and receipts derived by it pursuant to this Support Agreement, the Roanoke County Support Agreement, the Roanoke County Lease Agreement and the City of Salem Support Agreement.

ARTICLE IV

PAYMENT OBLIGATIONS

Section 4.1. Amounts Payable.

(a) (1) The City shall pay to the Authority the Basic Payments. The Basic Payments to the Authority shall be payable without notice or demand as directed by the Authority in semi-annual installments on or before the 10th day of January and July, beginning on July 10, 2017, each year until the date that no amount is due under this Support Agreement. On written request of the Bank, the City shall pay such Basic Payments to the Bank, as assignee of the Authority, without notice or demand at the designated office of the Bank in semi-annual installments on or before the 10th day of January and July, beginning on July 10, 2017, each year until the date that no amount is due under this Support Agreement.

(2) The Authority will determine, as part of its budget process, by March 15 of each year the Basic Payment to be requested from, and paid by, the City for the immediately succeeding Fiscal Year, based on the City of Roanoke Portion of Support as applied to expected debt service on the Authority Revenue Bond.

(b) The City agrees to make Additional Payments to pay (1) any prepayment or redemption of the Authority Revenue Bond allocated to the City of Roanoke Portion of Support and (2) all other amounts which the City agrees to pay under the terms of this Support Agreement, but not including Basic Payments.

Section 4.2. Payments Assigned.

The Authority and the City acknowledge and agree that this Support Agreement and all Basic Payments and Additional Payments (except the rights of the Authority to receive payment of its expenses, to receive notices and to give consents) are assigned by the Assignment Agreement to the Bank. The City consents to such assignment and agrees to pay to the Bank all amounts payable by the City that are so assigned.

Section 4.3. Obligation Unconditional.

The obligations of the City to make all Basic Payments and Additional Payments and to observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any right of setoff, recoupment or counterclaim the City may otherwise have against the Authority, and the City shall not suspend or discontinue any such Basic Payment or Additional Payment or fail to observe and perform any of its covenants, conditions and agreements hereunder.

Section 4.4. General Obligation.

The City's obligations to pay the cost of performing its obligations under this Support Agreement, including its obligations to pay all Basic Payments and Additional Payments, shall be a general obligation of the City to which the full faith and credit of the City are irrevocably pledged and constitute obligations of a locality for the payment of money and for the payment of which the locality is required to levy ad valorem taxes as set forth in Section 15.2-2602 of the Public Finance Act, and the Bank is the holder thereof in accordance with the Assignment Agreement. The Council is authorized to and shall levy and collect annually at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the payments under this City Support Agreement to the extent other funds of the City are not lawfully available and appropriated for such purpose.

The City Manager or other officer charged with the responsibility for preparing the City's Annual Budget shall include in the budget for each Fiscal Year as a single appropriation the amount of all Basic Payments and estimated Additional Payments coming due during such Fiscal Year. Throughout the term of this Support Agreement, the City Manager or other officer charged with the responsibility for preparing the City's Annual Budget shall deliver to the Bank and the Authority within 30 days after the adoption of the Annual Budget for each Fiscal Year, but not later than the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Basic Payments and Additional Payments which will come due during such Fiscal Year has been appropriated by the Council in such budget. If any adopted Annual Budget does not include an appropriation of funds sufficient to pay both Basic Payments and estimated Additional Payments coming due for the relevant Fiscal Year, the Council shall take a roll call vote immediately after adoption of such Annual Budget acknowledging the impact of its failure to appropriate such funds. If, by the beginning of the Fiscal Year, the Council has not appropriated funds for the payment of both Basic Payments and estimated Additional Payments coming due for the then current Fiscal Year, the City Manager or other officer charged with the responsibility for preparing the City's Annual Budget shall give written notice to the Council of the consequences of such failure to appropriate, and request the Council to consider a supplemental appropriation for such purposes.

If at any time the Basic Payments as determined pursuant to Section 4.1(a)(2) are insufficient to make forty four and two tenths percent (44.2%) of the payments of principal and interest due on the Authority Revenue Bond in a timely manner, the Authority (or the Bank as assignee of the Authority) shall notify the City Manager (or other officer charged with the

responsibility for preparing the City's Annual Budget) of the amount of such insufficiency, and the City Manager shall submit to the Council at its next regularly scheduled meeting or as promptly as practicable, but in any event within 45 days, a request for a supplemental appropriation in the amount necessary to cover such insufficiency.

ARTICLE V

PREPAYMENT AND REDEMPTION

Section 5.1. Prepayment and Redemption.

The City shall have the option to prepay any Basic Payments at the times and in the amounts as necessary to enable the Authority to exercise its option to cause the Authority Revenue Bond to be redeemed in part as set forth in such Authority Revenue Bond. Such prepayments of Basic Payments shall be made at the times and in the amounts as necessary to accomplish the optional redemption in part of the Authority Revenue Bond as set forth in such Authority Revenue Bond. Such redemption shall be made without penalty.

The City shall direct the Authority to send to the Bank notice of any partial redemption of the Authority Revenue Bond at least 10 days prior to the redemption date, such notice to the Bank to specify the redemption date and the principal amount of the Authority Revenue Bond to be redeemed.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.1. Limitation of Liability of Directors, etc. of Authority and City.

No covenant, agreement or obligation contained in this Support Agreement shall be deemed to be a covenant, agreement or obligation of any past, present or future member, officer, director, employee or agent of the Authority in his or her individual capacity, and neither the members of the Authority nor any officer thereof executing this Support Agreement shall be liable personally on this Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, director, officer, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Support Agreement or the Act or any of the transactions contemplated hereby provided that he or she acts in good faith.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any past, present or future Council Member or officer, employee or agent of the City or the Council in his or her individual capacity, and neither the members of the Council nor any officer of the City or the Council executing this Support Agreement shall be liable personally on this Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No Council Member or officer, employee or agent of the City or the Council shall incur any personal liability with respect to any action taken by him or her pursuant to this Support Agreement or any of the transactions contemplated hereby, provided that he or she acts in good faith.

Section 6.2. Use of Proceeds.

The Authority shall use the proceeds of the Authority Revenue Bond to finance the Project and pay certain costs of issuance of the Authority Revenue Bond.

Section 6.3. City Covenants. The City agrees to provide to the Bank (a) prompt notice of any litigation with respect to the City that could materially and adversely affect the ability of the City to perform its obligations under this Support Agreement, (b) copies of the City's financial statements within 180 days of the end of each of the City's Fiscal Years and (c) prompt notice of any defaults with respect to any general obligation indebtedness or moral obligations of the City.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default.

(a) Each of the following events shall be an Event of Default:

(1) Default in the due and punctual payment of any Basic Payment when the same becomes due and payable and continuation of such failure for a period of five days; or

(2) Failure of the City to pay when due any other payment due under this Support Agreement or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period but can be cured within the succeeding 60 days, failure of the City to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the City is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder, the City shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; swarms of boll weevils and plagues of locusts; landslides; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; restraint of government and people; or civil disturbances. The City shall remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the City not in its best interests.

Section 7.2. Remedies.

Whenever any Event of Default shall have happened and is continuing, the Bank as assignee of the Authority, may take whatever action at law, in equity or administratively as may appear necessary or desirable to collect the Basic Payments and Additional Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Support Agreement. Any amounts received by the Authority or the Bank pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be credited to the next Basic Payment to the extent such Basic Payments have not been paid in full. This provision shall survive termination of this Support Agreement.

Section 7.3. Reinstatement after Event of Default.

Notwithstanding the exercise by the Authority of any remedy granted by Section 7.2, if all overdue Basic Payments, together with any interest thereon, and all Additional Payments shall have been made, then the City's default under this Support Agreement shall be waived without further action by the Authority. Upon such payment and waiver, this Support Agreement shall be fully reinstated and all Basic Payments will be due and payable in accordance with the previously determined schedule.

Section 7.4. No Remedy Exclusive.

No remedy conferred by this Support Agreement upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.5. No Additional Waiver Implied by One Waiver.

Failure by the Authority at any time to require performance by the City of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Section 7.6. Attorneys' Fees and Other Expenses.

The City shall on demand pay to the Authority and the Bank the reasonable fees of attorneys and other reasonable expenses incurred by either of them in the collection of appropriated, but unpaid, Basic Payments or Additional Payments, or the enforcement of any other obligation of the City, or its agents, upon an Event of Default.

ARTICLE VIII

INTENTIONALLY OMITTED

ARTICLE IX

ASSIGNMENT AGREEMENT; AMENDMENTS; ASSIGNMENT

Section 9.1. Assignment Agreement; Covenants.

(a) Contemporaneously with the execution of this Support Agreement, the Authority has entered into the Assignment Agreement by which the Authority has assigned all of its rights in and to this Support Agreement (except its rights to receive payment of its expenses, to receive notices and to give consents) to the Bank for the benefit of the holders of the Authority Revenue Bond. The City (i) consents to such assignment, (ii) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Bank to effect such assignment, (iii) agrees to make all payments due to the Authority under this Support Agreement directly to the Bank (except the Authority's rights to receive payment of its expenses, to receive notices and to give consents), and (iv) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof. All references in this Support Agreement to the Authority shall include the Bank and their successors and assigns, whether or not specific reference is otherwise made to the Bank, unless the context requires otherwise. The City shall not be obligated to take any notice of any sale, assignment, reassignment, pledge, mortgage, transfer or other disposition of any interest in this Support Agreement by the Authority, unless such sale, assignment, reassignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with the Assignment Agreement.

(b) The City covenants to take whatever action may be necessary for the Authority to comply with the Authority's covenants under the Assignment Agreement.

(c) The City agrees, for the benefit of the holder of the Authority Revenue Bond, to do and perform all acts and things contemplated in the Assignment Agreement to be done or performed by it.

Section 9.2. Amendments.

This Support Agreement shall not be supplemented, amended or modified by the parties hereto prior to the payment of all amounts due on the Authority Revenue Bond without the consent of the Bank.

ARTICLE X
MISCELLANEOUS

Section 10.1. Notices.

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the City, at 364 Noel C. Taylor Municipal Building, 215 Church Avenue, S.W., Roanoke, Virginia 24011 (Attention: City Manager) and (b) if to the Authority, c/o Roanoke Regional Partnership, at 111 Franklin Road, SE, Suite 333, Roanoke, Virginia 24011 (Attention: Executive Director). The City and the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 10.2. Severability.

If any provision of this Support Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 10.3. Limited Liability.

No officer, official, employee or agent of the City shall be personally liable on the City's obligations hereunder. The Authority shall not be liable under any circumstances for the actions of the City with respect to the City Documents. The Authority shall not be liable under any circumstances for the actions of the Bank under the Authority Documents.

Section 10.4. Successors and Assigns.

This Support Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The Bank is intended to be, and shall be, a third party beneficiary of this Support Agreement.

Section 10.5. Counterparts; Delivery.

This Support Agreement may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute but one and the same instrument. The Authority Documents shall not become effective until delivery at Closing, as defined in the Bond Purchase and Loan Agreement.

Section 10.6. Governing Law.

This Support Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 10.7. Term of Agreement.

This Support Agreement shall commence on the date of issuance of the Authority Revenue Bond and will terminate on the date that no amount is due under this Support Agreement. This Support Agreement has been dated as of October 11, 2016 for purposes of identifying the instrument.

IN WITNESS WHEREOF, the parties have caused this Support Agreement to be duly executed by their duly authorized representatives.

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

By: _____
Chairman

CITY OF ROANOKE, VIRGINIA

By: _____

APPROVED TO FORM:

Roanoke City Attorney

Seen and agreed to:

UNION BANK & TRUST

By _____
Senior Vice President

[SIGNATURE PAGE TO CITY OF ROANOKE SUPPORT AGREEMENT]

Tax Map Parcel Numbers: _____

EXEMPT FROM CLERK'S FEE PURSUANT TO VIRGINIA CODE SECTION 17.1-266

**EXEMPT FROM RECORDATION TAXES PURSUANT TO VIRGINIA CODE
SECTION 58.1-811.E**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of October 11, 2016, between the **WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY** a political subdivision of the Commonwealth of Virginia (**the "Assignor"**) and **UNION BANK & TRUST**, its successors or assigns as bondholder of the Authority Revenue Bond (as described below) (**the "Assignee"**);

W I T N E S S E T H:

WHEREAS, the Assignor and the Assignee have entered into a Bond Purchase and Loan Agreement, dated as of the date hereof (**the "Bond Purchase and Loan Agreement"**), which provides for the issuance of the Assignor's \$10,000,000 Revenue Bond, Series 2016 (**the "Authority Revenue Bond"**) payable from certain payments by the City of Roanoke, Virginia (**the "City of Roanoke"**), Roanoke County, Virginia (**"Roanoke County"**) and the City of Salem, Virginia (**the "City of Salem" and together with the City of Roanoke and Roanoke County, the "Participants"**); and

WHEREAS, such payments from the Participants are described as: (1) payments from the City of Roanoke to the Assignor (**the "City of Roanoke Support Payments"**) pursuant to a Support Agreement between the City of Roanoke and the Assignor (**the "City of Roanoke Support Agreement"**); (2) payments from Roanoke County to the Assignor (**the "Roanoke County Support Payments"**) pursuant to a Support Agreement between Roanoke County and the Assignor (**the "Roanoke County Support Agreement"**), such Roanoke County Support Payments being the same as payments to be made by Roanoke County to the Assignor under the Lease Agreement (as defined below) and (3) payments from the City of Salem to the Assignor (**the "City of Salem Support Payments"**) pursuant to a Support Agreement between the City of Salem and the Assignor (**the "City of Salem Support Agreement" and, together with the City of Roanoke Support Agreement and the Roanoke County Support Agreement, the "Support Agreements"**); and

WHEREAS, the Assignor and Roanoke County have entered into a Ground Lease, dated as of the date hereof (**the "Ground Lease"**) which provides that certain Leased Property, as defined therein, is leased by Roanoke County to the Assignor and the Leased Property is leased back to Roanoke County under a Lease Agreement, dated as of the date hereof between the

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Prepared by:

Paul C. Jacobson, Virginia State Bar Number 32517

Sands Anderson

P. O. Box 1998

Richmond, VA 23218-1998

(804) 648-1636

Assignor and Roanoke County (the "Lease Agreement" and, together with the Ground Lease the "Roanoke County Lease Agreements"); and

WHEREAS, the City of Roanoke Support Payments, the Roanoke County Support Payments and the City of Salem Support Payments (collectively, the "Support Payments"), collectively and made on a timely basis, will be sufficient to enable the Assignor to meet its scheduled debt service payments on the Authority Revenue Bond; and

WHEREAS, the obligations for the City of Roanoke Support Payments and the City of Salem Support Payments shall be general obligations and secured by the full faith and credit of each such locality, respectively, and the undertaking for the Roanoke County Support Payments is subject to and conditioned upon the Roanoke County Board of Supervisors making annual appropriations for the same; and

WHEREAS, the proceeds of the Authority Revenue Bond will be used to finance the acquisition of land located in Roanoke County described as five (5) parcels roughly bounded by and in the vicinity of Interstate 81 and Wood Haven Road, which consists of approximately one hundred six (106) acres, together with such other parcels of real property that may be acquired by the Authority in connection with the Project (as defined below) and related improvements and facilities, including necessary expenses incidental thereto (the "Project") and payment of certain costs of issuance of the Authority Revenue Bond.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the receipt of which is acknowledged, the Assignor sells, assigns and delivers to the Assignee, its successors and assigns, its rights under Support Agreements and the Roanoke County Lease Agreements (except the right to receive payment of its expenses, if any, and to receive indemnification, to receive notices and to give consents), as the Support Agreements and the Roanoke County Lease Agreements may be amended from time to time pursuant to their terms, including, without limitation, the Assignor's rights to (a) receive City of Roanoke Support Payments, Roanoke County Support Payments and City of Salem Support Payments, (b) receive proceeds of condemnation of, and insurance on, the Leased Property, (c) re-enter and take possession of the Leased Property in the event of non-appropriation of Basic Rent (as defined in the Lease Agreement) by the Board of Supervisors of Roanoke County and sell or lease interests in the Leased Property, (d) exercise all remedies at law, in equity or administratively of the Assignor upon default under the Support Agreements and the Roanoke County Lease Agreements, or any of them, and (e) all rights, interest and privileges which Assignor, as lessor, has and may have in oral or written leases now existing or hereafter made or affecting all or any part of the Leased Property, as such leases may have been, or from time to time hereafter, may be, modified, extended and renewed, with all rents, income and security deposits and profits due and becoming due therefrom including Assignor's rights, interests and privileges, if any, in any rents, income or profits derived from any sublease of the Leased Property by Roanoke County and all rights and remedies of Assignor upon the occurrence of a default thereunder or a failure of Roanoke County to appropriate funds to make payments under the Lease Agreement. Such assignment shall cause the Assignee to be the holder and owner (the "Holder") of obligations of the City of Roanoke and the City of Salem designated in the City of Roanoke Support Agreement and the City of Salem Support Agreement, respectively,

which constitute obligations of a locality for the payment of money and for the payment of which the locality is required to levy ad valorem taxes as set forth in Section 15.2-2602 of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended. Such assignment is without recourse as to the failure of the Participants to make payments (due to financial inability or otherwise), or to perform any of their responsibilities or duties under the Support Agreements, the Roanoke County Lease Agreements or any other documentation pertaining to the issuance of the Authority Revenue Bond.

All moneys received by the Assignee pursuant to this Assignment Agreement shall be applied first toward payment or reimbursement of the Assignee's costs in the enforcement of the Support Agreements and the Roanoke County Lease Agreements (but only to the extent that such moneys were paid by a particular Participant for such costs) then toward payment of the Authority Revenue Bond, first to interest due and payable thereunder, then to principal due and payable thereunder. Upon repayment of the Authority Revenue Bond, in full, and satisfaction of any other obligations of the Participants under the Support Agreements and the Roanoke County Lease Agreements, as applicable, this Assignment Agreement shall be terminated.

The Assignor irrevocably constitutes and appoints the Assignee, or any present or future officer or agent of the Assignee, or the successors or assigns of the Assignee, as its lawful attorney, with full power of substitution and resubstitution, in the name of the Assignor or otherwise, to collect and to sue in any court for payments due from the Participants under the Support Agreements or the Roanoke County Lease Agreements, to exercise any remedy at law, in equity or administratively, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Support Agreements or the Roanoke County Lease Agreements upon any terms, all without notice to or consent of the Assignor, and to take possession of and to endorse in the name of the Assignor any instrument for the payment of money received on account of the payments due from any of the Participants under the Support Agreements or the Lease Agreement, or any of them.

The Assignee accepts such assignment as stated herein for its benefit as owner of the Authority Revenue Bond.

The Assignor authorizes the Participants, or their respective successors and assigns, to pay to the Assignee, or its successors and assigns, all Support Payments and Basic Rent payments due or to become due under the Lease Agreement from and after the date of this Assignment Agreement by forwarding such payments to the Assignee pursuant to the address or wire instructions provided by the Assignee from time to time, but only in accordance with the terms and provisions of each applicable Support Agreement.

The Assignor covenants that, notwithstanding this Assignment Agreement, it will perform all of the Assignor's duties and obligations under the Support Agreements and the Roanoke County Lease Agreements, including its obligation to provide possession of the Leased Property to Roanoke County pursuant to Section 3.1 of the Lease Agreement and to transfer, convey and assign its leasehold estate to Roanoke County upon payment by Roanoke County of all payments due and to become due under the Roanoke County Support Agreement and Section 4.2 of the Lease Agreement.

The Assignor delivers to the Assignee the original executed Support Agreements and Roanoke County Lease Agreements, and the Assignee shall at all reasonable times have full access to the books and records of the Assignor relating to the Support Agreements and the Roanoke County Lease Agreements and payments due from the Participants thereunder and to make extracts from such books and records.

The Assignor will make, execute and deliver any papers, instruments and documents that may be required by the Assignee, or its successors or assigns, to effectuate the purpose intended by this Assignment Agreement.

The assignment effected is absolute and shall not be construed to create a lien on or a security interest in the City of Roanoke Support Payments, the Roanoke County Support Payments or the City of Salem Support Payments for any indebtedness or other obligation of any person. The Assignor waives any right, legal or equitable, now existing or hereafter arising, to offset against, attach, levy upon, enjoin or otherwise delay or disrupt any City of Roanoke Support Payments, Roanoke County Support Payments or City of Salem Support Payments that may be owing to the Assignee on account of any claim or obligation between the Assignor and the Assignee or any of the Participants.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the Support Agreements or Roanoke County Lease Agreements hereby assigned.

Assignor covenants and represents that, except as contemplated by the City Documents or the County Documents, as defined in each of the Support Agreements, as applicable, no other assignment of any interest in the Support Agreements or the Roanoke County Lease Agreements hereby assigned has been made, and that, except as provided for in the Support Agreements and the Roanoke County Lease Agreements, the Assignor will not hereafter amend, alter, modify, cancel, surrender or terminate any of the Support Agreements or Roanoke County Lease Agreements, exercise any option which might lead to any such amendment, alteration, modification, cancellation, surrender or termination or consent to the release of any party liable thereunder or to the assignment of the interest of any Holder, any lessee or sublessee of the Leased Property or to any subletting of the Leased Property without the prior written consent of Assignee.

Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any lessee or sublessee under any of the leases hereby assigned.

The full performance of the Authority Revenue Bond and the City Documents and the County Documents, as defined in each of the Support Agreements, as applicable, according to their terms shall render this Assignment void.

The net proceeds collected by Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness under the Authority Revenue Bond from time to time outstanding.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns.

Notwithstanding anything contained in this Assignment to the contrary, all of the obligations of the Assignor hereunder shall be nonrecourse obligations, and the owner of the Authority Revenue Bond and the Assignee shall look solely to Assignor's interest in the Support Agreements and the Roanoke County Lease Agreements for the satisfaction of any and all remedies it may have against the Assignor upon a default or nonpayment under one or more of the City Documents or County Documents, as defined in each of the Support Agreements, as applicable. Neither the owner of the Authority Revenue Bond nor the Assignee shall enforce or attempt to enforce any deficiency or other personal money judgment against the Assignor with respect to the obligations of the Assignee under the Authority Revenue Bond and the Basic Documents, as defined in each of the Support Agreements.

This Assignment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

The Basic Documents, as defined in each of the Support Agreements, and the Authority Revenue Bond express the entire understanding and all agreements between all the parties thereto and may not be modified except in writing signed by the parties.

This Assignment Agreement may be executed in any number of counterparts, each of which shall be an original, together shall constitute but one and the same Assignment Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment Agreement to be duly executed as of the date first above written.

**WESTERN VIRGINIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY -
ASSIGNOR**

By: _____
Chairman

UNION BANK & TRUST - ASSIGNEE

By: _____
Its: Senior Vice President

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me in the County/City of _____,
Virginia, this ___ day of _____, 2016, by _____, as Chairman of the
Western Virginia Regional Industrial Facility Authority.

My commission expires: __/__/__

My Notary Registration number is: _____.

Notary Public

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me in the _____
_____, _____, this ___ day of _____, 2016, by Debbie H. Young, as
Senior Vice President of Union Bank & Trust, as Assignee.

My commission expires: __/__/__

My Notary Registration number is: _____.

Notary Public

ACKNOWLEDGMENT OF AND CONSENT TO ASSIGNMENT

The City of Roanoke, Virginia acknowledges receipt of the assignment by the Assignor of its rights in the City of Roanoke Support Agreement to the Assignee as set forth in the foregoing Assignment Agreement, and consents thereto.

CITY OF ROANOKE, VIRGINIA

By: _____

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me in the County/City of _____, Virginia, this ____ day of _____, 2016, by _____, as _____ of the City of Roanoke, Virginia.

My commission expires: __ / __ / __

My Notary Registration number is: _____.

Notary Public

APPROVED TO FORM:

Roanoke City Attorney

ACKNOWLEDGMENT OF AND CONSENT TO ASSIGNMENT

The County of Roanoke, Virginia acknowledges receipt of the assignment by the Assignor of its rights in the Roanoke County Support Agreement and the Roanoke County Lease Agreements to the Assignee as set forth in the foregoing Assignment Agreement, and consents thereto.

COUNTY OF ROANOKE, VIRGINIA

By: _____

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me in the County/City of _____, Virginia, this ____ day of _____, 2016, by _____, as _____ of the County of Roanoke, Virginia.

My commission expires: __ / __ / __

My Notary Registration number is: _____.

Notary Public

APPROVED TO FORM:

Roanoke County Attorney

ACKNOWLEDGMENT OF AND CONSENT TO ASSIGNMENT

The City of Salem, Virginia acknowledges receipt of the assignment by the Assignor of its rights in the City of Salem Support Agreement to the Assignee as set forth in the foregoing Assignment Agreement, and consents thereto.

CITY OF SALEM, VIRGINIA

By: _____

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me in the County/City of _____, Virginia, this ____ day of _____, 2016, by _____, as _____ of the City of Salem, Virginia.

My commission expires: __ / __ / __

My Notary Registration number is: _____.

Notary Public

APPROVED TO FORM:

Salem City Attorney

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (this "Agreement"), dated as of this 11th day of October, 2016 by and between the WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia created pursuant to Chapter 64 of Title 15.2 of the Code of Virginia, 1950, as amended, (**the "Authority"**) and Roanoke County, the City of Roanoke, and the City of Salem, political subdivisions of the Commonwealth of Virginia and members of the Authority (**the "Participants" and each individually, a "Participant"**).

WHEREAS, the Authority has been created under the provision of Chapter 64 of Title 15.2 of the Code of Virginia, 1950, as amended (**the "Act"**), to promote economic development in the Participants' geographical region; and,

WHEREAS, the Participants and the Authority have identified real property located in Roanoke County described as five (5) parcels in Roanoke County, Virginia roughly bounded by and in the vicinity of Interstate 81 and Wood Haven Road, which consists of approximately one hundred six (106) acres, together with such other parcels of real property that may be acquired by the Authority in connection with the project contemplated herein (**the "Real Property"**) to be acquired and used for industrial park or other economic development purposes and the need for the design, acquisition, construction and equipping of water, sewer, roadway and other improvements on or near the Real Property (**together, the "Project"**), as an important project for the region to promote the purposes for which the Authority has been formed; and,

WHEREAS, the Act authorizes the Authority, among other things, to develop, construct, improve, equip and maintain facilities for industrial or commercial purposes, to expend funds as may be available to it for the purposes of developing such facilities, to enter into contracts of any kind with respect to carrying out its powers under the Act, to accept funds and property from counties, cities and towns and use the same for any of the purposes for which the Authority is created and to enter into cooperative arrangements with any governmental entity in furtherance of the purposes of the Act, and authorizes each Participant to provide funds to the Authority for any of its purposes and each Participant is otherwise authorized by law to make appropriations for the accomplishment of the lawful purposes and objectives of such Participant; and

WHEREAS, the Authority and the Participants desire to enter into this Agreement for the purposes of establishing the scope of the Project, describing certain contributions of the Authority and the Participants toward development of the Project and providing for the sharing of certain revenue from the Project.

NOW THEREFORE, in order to carry out the purposes for which the Authority was formed and to promote economic development for the benefit of the Participants, the parties hereto do hereby agree as follows:

I

PROJECT DESCRIPTION

The Project may include the following on or near the Project site: (i) acquisition and disposition by the Authority of interests in Project real estate, (ii) promotion of the Project site for economic development purposes, (iii) grading all or a portion of the Project site, (iv) improving, replacing and extending water, sewer, natural gas, electrical and other utility facilities, (v) construction, rehabilitating and expanding buildings, (vi) construction of parking facilities, (vii) constructing, expanding and improving roads, streets and bridges (viii) purchasing or leasing machinery and tools, (ix) making other improvements consistent with the foregoing actions and in support of the objectives of the Project, (x) financing any or all of the above activities, (xi) selling, leasing, disposing of or making grants of interests in Project real property and personal property in furtherance of the objectives of the Project and (xii) taking other actions consistent with developing the Project for economic development purposes.

II

PROJECT UNDERTAKEN IN THE NAME OF THE AUTHORITY

The acquisition and development of the Project shall be undertaken in the name of the Authority and, subject to the terms of this Agreement, the Authority, shall own, hold, develop, lease, use, sell, encumber, transfer, and dispose of any real or personal property comprising part or all of the Project, provided, however, that the Authority agrees not to take any action related to the financing, development and operation of the Project without the unanimous consent of all of the Participants as reflected by action of the Committee (as defined below) and the Authority further agrees that it will not lease, use, sell, encumber, transfer or dispose of any real or personal property comprising part or all of the Project or take any action or perform any function related to the Project or any portion thereof without the unanimous consent of all of the Participants as reflected by action of the Committee.

III

PROJECT PARTICIPATION COMMITTEE

The Participants shall establish a participation committee for the Project (**the "Committee"**) that shall consist of the respective County Administrator or City Manager of each Participant, or the respective designee of each such chief administrative officer. The Committee shall oversee the development and management of the Project. The Committee shall organize and may adopt bylaws and other organizational documents to designate its procedures and responsibilities. Committee action shall require an unanimous, affirmative vote by all of the Participants. The Committee will recommend action to the Board of Directors of the Authority (the "Board"), and any Committee action must be ratified by the Board.

The locality in which the Project is situated (the "Host Locality") shall not enter into a performance agreement or any other arrangement that involves the rebate or abatement of all or a

portion of the enumerated taxes to the owner of the Real Property without the unanimous consent of the Committee. The Committee may choose to review and recommend to the Authority restrictive covenants for the development of the Real Property and the Project; such restrictive covenants shall include setbacks, landscaping, land uses and other similar restrictions that are usual and customary in industrial developments. The Authority shall take all steps necessary to implement such restrictive covenants at the recommendation of the Committee. The Committee may collaborate with the planning staff of each of the Participants to develop land use regulations and other such standards of land use to be established on the Real Property. Such regulations and standards of land use will be developed in order to maximize the revenue producing use of the Real Property. Such standards may include the average wage of the jobs produced by the Project, anticipated tax returns of the Project, and numbers of jobs created by the Project. The Committee shall present such recommended land use regulations to the Authority for consideration and implementation.

The Host Locality agrees to cooperate with the Authority in pursuing the rezoning or other land use regulation of the Real Property and diligently pursue approval of such rezoning or other land use regulation of the Real Property, based on the recommendation of the Committee.

IV

ANNUAL BUDGET

As soon as practicable after the Committee is formed, and thereafter by March 1 of each year, the Committee shall develop and present to the Participants and the Authority a budget for the fiscal year beginning the following July 1, showing (a) all contemplated expenditures for costs and expenses of the Project (**the "Project Costs"**), including the cost of debt service (**"Project Debt Service Costs"**) and the cost of operations and administration of the Project including costs to design, acquire, construct, equip and operate the Project not paid from the proceeds of Project Debt (as defined below) (**"Project Administration Costs"**) and (b) all anticipated Project Revenue (as defined below) and other funds expected to be generated from or in connection with the Project, including federal and state grants. This annual budget shall be approved by the Committee on or before April 1 of each year.

V

CONTRIBUTION AMOUNTS

Subject to Article VIII below, each Participant shall make payments on a quarterly basis, in advance, or on another basis if approved by the Project Participant Committee, sufficient to pay the Project Administration Costs (**the "Project Administration Contribution Amounts"**) in the following proportions (**the "Contribution Proportions"**): City of Roanoke = 44.2%, Roanoke County = 44.2%, City of Salem = 11.6%.

The initial payment of Project Administration Contribution Amounts shall be made by each Participant on or before January 1, 2017. Should any Participant fail or neglect to pay its

Project Administration Contribution Amount on or before the date when such Project Administration Contribution Amount is due and owing, and such failure continues for more than thirty (30) days after written demand for payment made to such Participant by the Committee, such Participant shall forfeit and lose any and all rights arising out of this Agreement, including any rights to vote and any right to receive a share of Project Revenue (as defined below). In the event that any Participant forfeits and loses its rights under this Agreement, the Project Administration Contribution Amounts of the remaining Participants shall increase proportionately so that Project Administration Costs may be paid in full.

Contribution Amounts to be used by the Authority to pay debt service on Project Debt (**the "Project Debt Contribution Amounts"**) shall be paid by each Participant in accordance with one or more support agreements entered into by each Participant (**each, a "Support Agreement"**) in connection with Project Debt (as defined below) in accordance with the Contribution Proportion applicable to each Participant as set forth above. The type of obligation of any Participant under a Support Agreement, whether a general obligation, a "moral" obligation or otherwise shall be as set forth and described in each particular Support Agreement. The right of any Participant to prepay any Project Debt Contribution Amount shall be as set forth and described in each particular Support Agreement. Should any Participant fail or neglect to pay its Project Debt Contribution Amount on or before the date when such Project Debt Contribution Amount is due and owing, or fail to enter into a Support Agreement reflecting that Participant's Contribution Proportion up to the Maximum Project Debt (as defined below) such Participant shall forfeit and lose any and all rights arising out of this Agreement, including any rights to vote and any right to receive a share of Project Revenue (as defined below). In the event that any Participant forfeits and loses its rights under this Agreement, the remaining Participants shall have no responsibility or liability to pay any portion of the Project Debt Contribution Amount of the former Participant.

VI

FINANCING

Participants shall be responsible for payment of all debt obligations of the Authority related to or arising from the Project ("**Project Debt**") in their respective Project Debt Contribution Amounts and for costs and expenses for the implementation of the Project through payment of their respective Project Debt Contribution Amounts as set forth above. Member localities of the Authority not participating in the Project shall have no responsibility for payments in support of any Project Debt or any other Project costs.

The Authority agrees, subject to conditions imposed by a lender, lenders or other financing source and to the Participants entering into such Support Agreements as may be required, to finance the acquisition of interests in Project property and initial costs related to marketing and development of the Project, such financing expected to occur in calendar year 2016, in a principal amount not to exceed \$10,000,000 (**the "Initial Project Debt"**). The Authority further agrees, subject to conditions imposed by a lender, lenders or other financing source and to the Participants entering into such Support Agreements as may be required, to finance the acquisition of additional property near the Real Property as deemed desirable by the

Authority and the Committee and the design, acquisition, construction and equipping of water, sewer, roadway and other improvements on or near such Project Real Property (**the "Additional Project Debt"**) in a principal amount such that the total of the Initial Project Debt and the Additional Project Debt does not exceed \$20,000,000 (**the "Maximum Project Debt"**).

VII

REVENUE SHARING

"Project Revenue" is defined as all of the local taxes paid by businesses and industries including, but not limited to, the real property, personal property, machinery and tools, sales, and meals located at the Project site at the applicable tax rates. Project Revenue will, subject to Article VIII below, be paid to the Authority by the governing body of the locality in which the Project is located and shall be distributed by the Authority to the Participants in the Project based upon each Participant's Contribution Proportion.

VIII

WITHDRAWAL OF PARTICIPANT

No Participant may withdraw from this Agreement without the unanimous consent of all other Participants. Once Project Debt obligations have been incurred by the Authority, no Participant may withdraw from this Agreement without the unanimous consent of all holders or owners of Project Debt.

Once Additional Project Debt obligations have been incurred by the Authority, no Participant may withdraw from this Agreement without the unanimous consent of all holders or owners of Additional Project Debt.

IX

ANNUAL APPROPRIATION

Any obligation of a Participant to pay any Project Administration Contribution Amount or to pay any Project Revenue to the Authority set forth in this Agreement, as applicable, shall not constitute a debt or a pledge of any Participant within the meaning of any constitutional or statutory debt limitation, but shall be subject to and dependent upon annual appropriations being made from time to time by the governing body of such Participant. The chief administrative officer or other officer charged with the responsibility for preparing the proposed annual budget of each Participant is directed to include in the proposed budget for each fiscal year the amount of the expected Project Administration Contribution Amount (and, if applicable, payment of Project Revenue) for such fiscal year and any other sums due under this Agreement. If, by July 15 of each fiscal year the governing body of any Participant has not appropriated such amount for the then current fiscal year for the purposes intended by this Agreement, the chief administrative officer of such Participant shall give written notice to the governing body of such Participant of the consequences of such failure to appropriate, including the forfeiture of rights under this Agreement.

To the extent permitted by law, in the event of the failure of the Host Locality to make its payment of any Project Revenue to the other Participants under this Agreement, any Participant has the right to institute a process under which a Participant could cause the Participant's Director of Finance to withhold and setoff all further payments due to the Host Locality until the unpaid sum of Project Revenue is obtained. The Participant will give the Host Locality sixty (60) days' notice before withholding and setting off any such payments.

X

AMENDMENT

This Agreement may be amended from time to time by written agreement duly approved and executed by all Participants and the Authority.

XI

TITLE AND HEADINGS

The title and article headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

XII

SEVERABILITY

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties hereto only to the extent permitted by law.

XIII

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

XIV

VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their respective clerks or secretaries.

ATTEST:

**WESTERN VIRGINIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**

By: _____

Printed Name and Title

Printed Name and Title

APPROVED TO FORM:

Counsel to Authority

ATTEST:

CITY OF ROANOKE, VIRGINIA

By: _____

Printed Name and Title

Printed Name and Title

APPROVED TO FORM:

Roanoke City Attorney

ATTEST:

COUNTY OF ROANOKE, VIRGINIA

By: _____

Printed Name and Title

Printed Name and Title

APPROVED TO FORM:

Roanoke County Attorney

ATTEST:

Printed Name and Title

CITY OF SALEM, VIRGINIA

By: _____

Printed Name and Title

APPROVED TO FORM:

Salem City Attorney

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5.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION approving the financing plan between the Western Virginia Regional Industrial Facility Authority and Roanoke County, the City of Roanoke, and the City of Salem; authorizing City Of Roanoke’s general obligation support of financing by the Western Virginia Regional Industrial Facility Authority; authorizing the City Manager and the City Clerk to execute and attest, respectively, the Support Agreement and the Assignment Agreement; authorizing the City Manager to take such actions and execute such documents as necessary to implement, administer, and enforce such Support Agreement and Assignment Agreement.

WHEREAS, the Western Virginia Regional Industrial Facility Authority (the “Authority”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 15.2 of the Code of Virginia of 1950, as amended (the “Act”); and

WHEREAS, the Act authorizes the Authority to borrow money to pay the costs of real estate and facilities for manufacturing, warehousing, distribution, office or other commercial purposes in order to promote economic development in the geographical area served by the Authority, to accept funds from counties, cities and towns and use the same for Authority purposes, to make loans and to enter into contracts of any kind to accomplish the purposes of the Authority; and

WHEREAS, in order to further the purposes of the Act, the Authority proposes to undertake the financing of land acquisition and related improvements and facilities, including necessary expenses incidental thereto (collectively, the “Project”), and to obtain the funds

therefor by the issuance of the Authority Revenue Bond (as hereinafter defined); and

WHEREAS, the City of Roanoke, Virginia (the "City"), the County of Roanoke, Virginia and the City of Salem, Virginia (together with the City, collectively the "Participants" and each individually, including the City, a "Participant") agree with the need for the Project and that the Project will facilitate the development of real estate and facilities as described above and promote commerce and the prosperity of the citizens in the geographical area served by the Authority; and

WHEREAS, to finance the Project, the Authority has determined to issue pursuant to the terms of a Bond Purchase and Loan Agreement, dated as of October 11, 2016 (the "Bond Purchase and Loan Agreement") between the Authority and Union Bank & Trust (the "Bank"), its Revenue Bond, Series 2016 in the maximum principal amount of \$10,000,000 (the "Authority Revenue Bond") and to use the proceeds thereof to finance costs incurred in connection with the Project and to pay certain costs of issuance of the Authority Revenue Bond; and

WHEREAS, such Authority Revenue Bond will be secured by a pledge of the revenues and receipts received by the Authority from payments made by the City pursuant to the Support Agreement and payments made by the other Participants pursuant to separate agreements between the Authority and the other Participants as further described herein, such payments from the City to constitute a percentage of amounts due under the terms of the Authority Revenue Bond and the Bond Purchase and Loan Agreement (the "City of Roanoke Portion of Support"); and

WHEREAS, payments from other Participants in support of payments due in connection with financing of the Project will be due in the percentages set forth in the Bond Purchase and Loan Agreement from Roanoke County and the City of Salem, and the obligation of the

Authority to pay principal and interest on the Authority Revenue Bond will be limited to payments received from the Participants in accordance with the terms of the Bond Purchase and Loan Agreement; and

WHEREAS, all such payments from the Participants (including the City of Roanoke Portion of Support) will be assigned from the Authority to the Bank for the payment of debt service on the Authority Revenue Bond pursuant to an Assignment Agreement between the Authority and the Bank, dated as of October 11, 2016 (the "Assignment Agreement"); and

WHEREAS, the City's obligation to make City of Roanoke Portion of Support payments (such obligation is hereinafter referred to as the "City's Support Payment") will be secured by the full faith and credit of the City, and as such, the City's Support Payment will be a "general obligation bond" within the meaning of the Public Finance Act of 1991 (the "Public Finance Act"), Section 15.2-2600 *et. seq.* of the Code of Virginia of 1950, as amended (the "Virginia Code"); and

WHEREAS, a public hearing on the issuance of the City's Support Payment has been held after notice was published in accordance with the requirements of Section 15.2-2606 of the Virginia Code; and

WHEREAS, there have been presented to this meeting drafts of the following documents (collectively, the "Documents") in connection with the transactions described above, copies of which shall be filed with the records of the City Council:

- a. a Support Agreement between the Authority and the City, dated as of October 11, 2016 (the "Support Agreement") setting forth the City's Support Payment;
- b. the Bond Purchase and Loan Agreement;

- c. the Assignment Agreement, assigning to the Bank the Authority's rights to receive payments from the Participants including the Authority's rights under the Support Agreement, which is to be acknowledged and consented to by the City;
- d. a Specimen Authority Revenue Bond.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Roanoke, Virginia:

1. The following plan for financing is approved. The Authority shall use the proceeds from the issuance of the Authority Revenue Bond to finance the Project. The City shall agree in the Support Agreement to make payments to the Authority sufficient to pay when due the City of Roanoke Portion of Support. The obligation of the Authority to pay principal and interest on the Authority Revenue Bond will be limited to payments received from the Participants in accordance with the terms of the Bond Purchase and Loan Agreement. The City's Support Payment shall constitute a general obligation debt of the City. The issuance of the City's Support Payment is hereby authorized on the terms and conditions as substantially set forth in the Support Agreement, and in accordance with Section 15.2-2601 of the Virginia Code, the City Council elects to issue the City's Support Payment pursuant to the provisions of the Public Finance Act. The City's Support Payment shall be a general obligation of the City to which the full faith and credit of the City are irrevocably pledged, entitling the owner or owners of the City's Support Payment, including any person or entity to which ownership rights of the City's Support Payment have been assigned, to the remedies set forth in Section 15.2-2659 of the Virginia Code in the event of nonpayment of the principal of or interest on the City's Support Payment. The amount of the City's Support Payment designated for support of the principal amount of the Authority Revenue Bond shall not exceed \$5,000,000. The City Council is

authorized to and shall levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes authorized or limited by law, and without limitation as to rate or amount, sufficient to pay when due the payments under the City's Support Payment to the extent other funds of the City are not lawfully available and appropriated for such purpose.

2. The City Council hereby approves, and acknowledges and consents to, as appropriate, the Documents in substantially the forms submitted to this meeting with such completions, omissions, modifications, insertions and changes as may be approved by the Mayor or Vice Mayor of the City or the City Manager, whose execution of the Support Agreement shall be conclusive evidence of such approval, acknowledgement and consent. The final terms and interest rate of the Authority Revenue Bond in a maximum principal amount of \$10,000,000 will be approved as authorized by the Authority.

3. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

4. The City Council finds and determines that the Project is in furtherance of lawful purpose and objectives and will be in the public interest, will benefit the citizens of the City, will increase commerce and will promote the safety, health, welfare, convenience and prosperity of the City and its citizens.

5. The Mayor or Vice Mayor of the City, or either of them, and the City Manager and City Clerk are each hereby authorized and directed to execute the Support Agreement and acknowledgement and consent to the Assignment Agreement as described above and such other instruments, agreements and documents as are necessary to issue the Support Agreement and to create and perfect a complete assignment in favor of the Bank of the payments due or to become

due under the Support Agreement. The officers, employees and representatives of the City are authorized and directed to work with representatives of the Authority, the Bank, the Authority's financial advisor, the Authority's bond counsel and representatives of the other Participants to take such actions, authorize such services and prepare all documentation necessary for the Authority to issue the Authority Revenue Bond in accordance with the Documents and to otherwise carry out the intent of this Resolution.

6. All other acts of the officers, employees, agents and representatives of the City that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Authority Revenue Bond, the execution and delivery of the Support Agreement and the acknowledgement and consent to the Assignment Agreement and the undertaking of the Project are hereby approved, ratified and confirmed.

7. The City Attorney and the City Clerk, or their designees, are authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the City of Roanoke, Virginia, pursuant to Sections 15.2-2607 and 15.2-2653 of the Virginia Code.

8. This resolution shall take effect immediately.

Adopted this 3rd day of October, 2016.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the City Council of the City of Roanoke, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on October 3, 2016, by the City Council with the following votes by the following members of the City Council:

Aye:

Nay:

Abstentions:

Signed this ___ day of _____, 2016.

By: _____
Clerk, City Council

2c

5.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION approving the Participation Agreement between the Western Virginia Regional Industrial Facility Authority and Roanoke County, the City of Roanoke, and the City of Salem; authorizing the City Manager and the City Clerk to execute and attest, respectively, such Participation Agreement; authorizing the City Manager to take such actions and execute such documents as necessary to implement, administer, and enforce such Participation Agreement.

WHEREAS, pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Act") the governing bodies of Botetourt County, Franklin County, Roanoke County, the City of Roanoke, the City of Salem and the Town of Vinton (the "Member Localities") each adopted an ordinance for the creation of the Western Virginia Regional Industrial Facility Authority (the "Authority") in order to to promote economic development in the geographical region;

WHEREAS, Roanoke County, the City of Roanoke, and the City of Salem (the "Participants" and each individually, a "Participant") and the Authority have identified real property located in Roanoke County described as five (5) parcels in Roanoke County, Virginia roughly bounded by and in the vicinity of Interstate 81 and Wood Haven Road, which consists of approximately one hundred six (106) acres, together with such other parcels of real property that may be acquired by the Authority in connection with the project contemplated herein (the "Real Property") to be acquired and used for industrial park or other economic development purposes and the need for the design, acquisition, construction and equipping of water, sewer, roadway

and other improvements on or near the Real Property (together, the "Project"), as an important project for the region to promote the purposes for which the Authority has been formed;

WHEREAS, the Act authorizes the Authority, among other things, to develop, construct, improve, equip and maintain facilities for industrial or commercial purposes, to expend funds as may be available to it for the purposes of developing such facilities, to enter into contracts of any kind with respect to carrying out its powers under the Act, to accept funds and property from counties, cities and towns and use the same for any of the purposes for which the Authority is created and to enter into cooperative arrangements with any governmental entity in furtherance of the purposes of the Act, and authorizes each Participant to provide funds to the Authority for any of its purposes and each Participant is otherwise authorized by law to make appropriations for the accomplishment of the lawful purposes and objectives of such Participant; and

WHEREAS, the Authority and the Participants desire to enter into this Participation Agreement for the purposes of establishing the scope of the Project, describing certain contributions of the Authority and the Participants toward development of the Project and providing for the sharing of certain revenue from the Project.

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

1. City Council hereby approves the provisions of the Participation Agreement as set forth in the City Council Agenda Report dated October 3, 2016, provided that such Participation Agreement will be the same or substantially similar to the one attached to such report.

2. The City Manager and the City Clerk are hereby authorized, on behalf of the City, to execute and attest, respectively, a Participation Agreement in a form substantially similar to the one attached to the above mentioned City Council Agenda Report, such Participation Agreement to be approved as to form by the City Attorney.

3. The City Manager is authorized to take such actions and execute such documents as necessary to implement, administer, and enforce such Participation Agreement.

ATTEST:

City Clerk.



Daniel J. Callaghan
City Attorney

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

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

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

October 3, 2016

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

Re: Amendment No. 1 to Contract for Sale of City Owned Property
Located in Coyner Springs Area of Botetourt County Designated
as Tax Parcels Nos. 108(9)1A and 108(9)1B to Straight Street
Roanoke Valley, Inc.

Dear Mayor Lea and Members of Council:

Background:

Pursuant to Roanoke City Ordinance No. 40466-032116, adopted by City Council on March 21, 2016, following a public hearing, the City and Straight Street Roanoke Valley, Inc. ("Straight Street") executed a sales agreement dated April 7, 2016 ("Sales Agreement"), for the conveyance of City owned real estate located on Coyner Springs Road in Botetourt County, designated as Botetourt Tax Parcels Nos. 108(9)1A ("Parcel 1A") (the site of the former Crisis Intervention Center), and 108(9)1B ("Parcel 1B") (collectively, the "Property") to Straight Street. The terms of the Sales Agreement require 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. 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 September 19, 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 amend the Sales Agreement to substitute the September 19, 2016, survey in place of the October 29, 2012, survey described in the Sales Agreement.

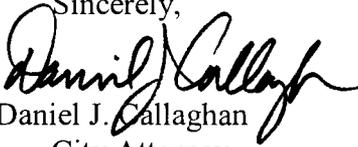
Considerations:

The difference in acreage between the October 29, 2012, survey and the September 19, 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 the Property described as encompassing the area of Parcel 1A and Parcel 1B. However, use of the September 19, 2016, survey may create some confusion for persons reviewing the record if the City conveys the Property using the September 19, 2016, survey without further action by City Council.

The City Manager and Straight Street entered into a letter agreement to extend the closing date until these issues could be addressed. The parties desire to enter into proposed Amendment No. 1 to the Sales Agreement to address these issues by substituting the September 19, 2016, survey in place of the October 29, 2012, survey, and to extend the closing date of the Property from September 16, 2016, until a date on or before, and not later than October 31, 2016.

Recommended Actions:

Absent comments at the public hearing to the contrary, adopt an ordinance that approves the execution, delivery, and performance of proposed Amendment No. 1 to the Sales Contract, substantially similar in form to the proposed Amendment No. 1 attached to this Council Agenda report, and to execute such other documents and to take such other actions as may be necessary to administer, enforce, and implement the Sales Agreement, as amended by Amendment No. 1.

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

DLC
IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute proposed Amendment No. 1 to the Contract for Purchase and Sale of Real Property ("Contract"), between the City and Straight Street Roanoke Valley, Inc. ("Straight Street"), dated April 7, 2016, providing for the conveyance of two (2) parcels of City-owned properties more particularly described as follows: (i) a parcel of real property being approximately 6.9357 acres, more or less, including improvements, situate on Coyner Springs Road, Botetourt County, Virginia, and bearing Botetourt Parcel Id. No. 108(9)1B ("Parcel 1B"); and (ii) a parcel of real property, including improvements, consisting of approximately 28.8908 acres, more or less, situate on Coyner Springs Road, Botetourt County, Virginia, and bearing Botetourt Parcel Id. No. 108(9)1A ("Parcel 1A"), (collectively "Property"), and extending the closing of the Property until a date on or before October 31, 2016, upon certain terms and conditions; authorizing the City Manager to take all acts, execute such documents, and take such other actions deemed necessary to deliver, perform, enforce, effectuate, and administer the Contract as amended by Amendment No. 1; and dispensing with the second reading of this Ordinance by title.

WHEREAS, the City and Straight Street entered into the Contract pursuant to Ordinance No. 40466-032116, adopted and dated by Roanoke City Council on March 21, 2016;

WHEREAS, the Contract identified Parcel 1A as containing 23.48 acres, more or less, and Parcel 1B as containing 6.928 acres, more or less, based on a survey attached to the Contract dated October 29, 2012,

WHEREAS, subsequent to the date of the Contract, a revised survey commissioned by Straight Street dated September 19, 2016, showed that Parcel 1A actually contained 28.8908 acres, more or less, and Parcel 1B contained 6.9357 acres, more or less,

WHEREAS, the parties desire to amend the Contract by proposed Amendment No.1 to substitute

the September 19, 2016, survey in place of the survey dated October 29, 2012, providing for the conveyance of Parcel 1B containing approximately 6.9357 acres, more or less, and Parcel 1A containing approximately 28.8908 acres, more or less, and to extend the closing date until a date on or before, and not later than, October 31, 2016, and to provide for such other amendments to the Contract; and

WHEREAS, a public hearing was held on October 3, 2016, pursuant to §§15.2-1800 and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on such conveyance.

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

1. City Council approves the proposed Amendment No. 1 to the Contract for the reasons set forth in the above recitals, and in the City Council Agenda Report dated October 3, 2016, which amendment provides for the sale of the Property known as Parcel 1B, containing approximately 6.9357 acres, more or less, and Parcel 1A containing approximately 28.8908 acres, more or less, to Straight Street, and extends the closing date until a date on or before, and not later than, October 31, 2016. City Council ratifies, approves, and confirms the Contract, as amended by proposed Amendment No. 1.

2. The City Manager is hereby authorized, for and on behalf of the City, to execute the proposed Amendment No. 1, with Straight Street as more particularly stated in the City Council Agenda Report dated October 3, 2016, and the attachment to that Report. The City Manager is hereby further authorized to take all acts, execute all documents, and take any other actions deemed necessary to delivery, perform, enforce, effectuate, and administer the Contract, as amended by Amendment No. 1, and convey the Property in accordance with the Contract, as amended by Amendment No. 1.

3. All documents necessary for conveyance of the Property shall be in form approved by the City Attorney.

4. 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.I.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: October 3, 2016

Subject: Acceptance and Appropriation of Virginia Department of Transportation (VDOT) Regional Surface Transportation Funds for the Garden City Boulevard Trail (CM16-00140)

Background:

The Garden City Boulevard Trail, also known as the Garnand Branch Bicycle and Pedestrian Trail, is critical to providing bicycle and pedestrian infrastructure to southeast Roanoke. The installation of this trail along Garden City Boulevard will complete the north-south route through the neighborhood for bicyclists and pedestrians. The first phase of this project was completed as a Safe Routes to School grant from Yellow Mountain Road to Davenport/Ivywood Street. This final segment will connect the trail from Davenport/Ivywood to the existing trail at Riverland Road. This proposed greenway and trail implements the goal of the Regional Greenway Plan and provides for connections from points north at the Roanoke River Greenway and the Star Trail to points south at Yellow Mountain Road to the Blue Ridge Parkway.

On February 12, 2015, the Roanoke Valley Transportation Planning Organization approved moving the appropriation of \$200,000 in Regional Surface Transportation Program (RSTP) funds from the Impacts of Freight Intermodal Center - Transportation and Economic Study project to the Garden City Trail project.

Considerations:

City staff has been notified that VDOT has awarded the City a total of \$200,000 from the Regional Surface Transportation Program. There is no match requirement, however the City is required to meet all funding obligation and expenditure timelines or risk funding de-allocation.

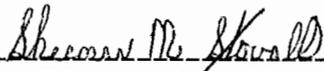
Total project cost is estimated at \$1,000,000 and, in addition to the \$200,000 in RSTP funds, the project includes Transportation Alternatives funding, Revenue Sharing funds, and local funds.

Recommended Action:

Accept VDOT's award of RSTP Funds for the Garden City Boulevard Trail Project in the amount of \$200,000.

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 \$200,000 in RSTP Funds. Such documents shall be in a form approved by the City Attorney.

Adopt the accompanying Budget Ordinance to establish a revenue estimate in the amount of \$200,000 in RSTP funds for the Garden City Boulevard Trail Project and appropriate funding in the same amount into expenditure account 08-530-9462 - Roanoke River Greenway Connection - Garden City .



FOR 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

20

7.a.1.

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 \$200,000 for Regional Surface Transportation Program (RSTP) for the Garden City Boulevard Trail Project (Project); and authorizing the City Manager to take certain other actions in connection with the above matter 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 \$200,000 for the RSTP program for the Project, with no required local match from the City, which project will provide bicycle and pedestrian infrastructure to southeast Roanoke along the Garden City Boulevard Trail, also known as the Garnand Branch Bicycle and Pedestrian Trail, all as more fully set forth in the City Council Agenda Report dated October 3, 2016.

2. City Council hereby authorizes the City Manager to execute any documents necessary to receive such award, with such documents to be approved as to form by the City Attorney.

3. The City Manager is hereby authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds in the total amount of \$200,000 from VDOT, for the above mentioned Project, with any such documents to be approved as to form by the City Attorney.

ATTEST:

City Clerk.



7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Virginia Department of Transportation Funds to the Garden City Boulevard Trail 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	08-530-9462-9002	\$ 200,000
Revenues		
VDOT RSTP – Garden City Blvd Trail	08-530-9462-9464	200,000

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.2.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: October 3, 2016

Subject: Acceptance of FY17 Virginia Department Of Transportation (VDOT) Revenue Sharing Program Award – Authorization for 10th Street N.W. Improvements (CM16-00141)

Background:

On October 8, 2015, City Council authorized the City Manager to submit an application to the VDOT for FY17 Revenue Sharing funds. Funds were requested for a number of projects including improvements on 10th Street, N.W. VDOT awarded the requested revenue sharing funds and on September 6, 2016, Council took action on Resolution 40634-090616 to accept and appropriate funds for several other projects. The 10th St project was not included because VDOT was finalizing the cost sharing agreement for the project.

Considerations:

In August 2015, the City of Roanoke and VDOT agreed to a funding strategy for the project to ensure the construction schedule was met. This strategy included funding identified in the VDOT Six Year Improvement Program as well as local funds required to meet the project cost estimate. At the time, the amount of the local contribution needed was approximately \$4,100,000 and the City noted its intent to apply for future Revenue Sharing Program funding, with the goal of reducing the amount of local contribution required.

In October 2015, the city applied for \$1,000,000 in Revenue Sharing funds and was awarded that amount in funding for FY17. Per the requirements of the program, the city is required to provide a match of \$1,000,000.

Based on construction bids received for the project, the total amount of the local contribution has been reduced to \$3,441,474. With the current revenue sharing award of \$2,000,000, the balance remaining is \$1,441,474. Staff expects to apply for the balance of the funding through the FY18 Revenue Sharing program later this fall.

Project Number: U000-128-V12 UPC: 709 CFDA# 20.205 Locality: City of Roanoke

Project Location ZIP+4: 24011-1517	Locality DUNS# 006704316	Locality Address (incl ZIP+4): 215 Church Avenue, SW Roanoke, VA 24011-1517
Project Narrative		
Scope: Tenth Street - reconstruct to 2 lanes with curb and gutter, bike lanes and sidewalk		
From: 0.018 MS Fairfax Ave		
To: 0.138 MN Andrews Road		
Locality Project Manager Contact info: Mark Jamison 540-853-5471		mark.jamison@roanokeva.gov
Department Project Coordinator Contact Info: James Henegar 540-443-9283		Jim.Henegar@VDOT.Virginia.gov

Project Estimates				
Phase	Estimated Project Costs	Estimated Start Date (month/day/year)	Estimated End Date (month/day/year)	Total Number of Months per Phase
Preliminary Engineering	\$4,257,696	10/20/1973	10/31/2011	456
Right of Way & Utilities	\$3,481,708	10/31/2011	12/8/2015	49
Construction	\$14,737,682	12/8/2015	7/27/2017	20
Total Estimated Cost	\$22,477,086	Total Months =		525
Estimate for Billing	\$22,477,086			

Project Cost and Reimbursement					
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Monthly Locality Payment to VDOT (Local Share Amount divided by Months above)
Preliminary Engineering	\$4,257,696	Urban	15.00%	\$638,654	\$ 1,399.43
Total PE	\$4,257,696			\$638,654	\$ 1,399.43
Right of Way & Utilities	\$3,481,708	Urban	2.00%	\$69,634	\$ 1,413.41
Total RW	\$3,481,708			\$69,634	\$ 1,413.41
Construction	\$10,796,923	Urban	2.00%	\$215,938	\$ 10,998.56
Western VA Water Authority	\$83,391	**Utility Betterment	100.00%	\$83,391	\$ 4,247.42
AEP	\$16,894	**Utility Betterment	2.00%	\$338	\$ 17.21
	\$399,000	State Funds	0.00%	\$0	\$ -
	\$2,000,000	Revenue Sharing	50.00%	\$1,000,000	***
	\$1,441,474	Local Funds	100.00%	\$1,441,474	\$ 73,419.73
Total CN	\$14,737,682			\$2,657,412	\$ 84,418.29
Total Estimated Cost	\$22,477,086			\$3,365,701	\$ 87,231.14

Total Maximum Reimbursement / Payment by Locality to VDOT	\$3,365,701
Total Maximum Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenditures)	

Project Financing							
Urban	Local Urban Match	Bonds	Betterment	Revenue Sharing State Match	Revenue Sharing Local Match	Local Funds	Aggregate Allocations (A+B+C+D+E)
\$17,612,100	\$924,227	\$399,000	\$100,285	\$1,000,000	\$1,000,000	\$1,441,474	\$22,477,086

Program and project Specific Funding Requirements

• Note: All items grayed out above and below are for informational purposes only

** Utility Costs Break Down:

Total Western Virginia Water Authority Utility cost is \$83,391.00

- Pro-rated percentage of 6.2% with an estimated cost of \$75,810.00 represents the UTILITY's betterment cost. Total estimated betterment cost of this project is \$75,810.00 plus 10% construction oversight of \$7,581.00 for a total of \$83,391.00
- Utility Betterment is 6.2% or \$83,391.00 (Billed under separate Utility Agreement dated 01/28/2016)

Total AEP Electric Utility cost is \$16,894.21

- Project AEP Electric Utility cost is 100% or \$16,894.21
- State Funded portion is 98% or \$16,556.33; Locality Funded portion is 2% or \$337.88 (Billed under separate Utility Agreement dated 09/08/2015)

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

• This Appendix A supersedes any previously listed funding schedule

• VDOT has billed \$ 649,846.80 (dollar amount) the locality for this project as of 2/2/2016 (date)

• VDOT has received \$ 649,846.80 (dollar amount) from the locality for this project as of 2/2/2016 (date)

• The locality shall make equal payments to VDOT as follows: 85,792.71 over 20 months.

• The locality has been billed the locality share beginning at the project scoping phase for the estimated PE and RW costs. The billing is now being adjusted to include the Construction estimate based on the actual award and the one-time payment of Revenue Sharing Local Match.

• Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal years:
FY17 - \$2,000,000 (\$1,000,000 locality match and \$1,000,000 VDOT match)

*** VDOT Revenue Sharing Program Manager will bill the locality one payment of \$1,000,000 for the locality's portion of the Revenue Sharing amount.

• This project has Revenue Sharing Program allocations. Per §33 2-357 the project must progress in order to prevent these funds from being de-allocated"

• This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$19,111,385 (if applicable)

• **Total project allocations: \$22,477,086**

• VDOT has billed Western VA Water Authority \$ 83,391.00 and collected \$ 83,391.00 as of 8/17/2016

• VDOT has billed the City of Roanoke \$ 337.88 and collected \$ 337.88 as of 8/17/2016

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and date

Typed or printed name of person signing

Authorized VDOT Official Recommendation and Date

Jay Guy, Program Manager

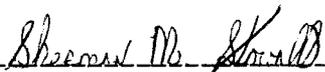
Typed or printed name of person signing

Airport Access	Urban Manual
ARRA	Revenue Sharing Manual
Betterment	Enhancement Manual
CMAQ	Locally Administered Projects Manual
Economic Development Access	
Enhancement	
Federal BR Funds	
Federal Demo Funds	
Federal Formula	
HSIP	N/A
Local Match	20.205
Local Funds	
Minimum Guarantee Equity Bonus	
NHS	
PTF	
Public Lands	
Recreational Access	
Residue Parcel	
Revenue Sharing	
RSTP	
Secondary	
Scenic Byways	
State Funds	
TEA 21 High Priority	
Urban	
Other	

Recommended Action:

Accept VDOT's award of Revenue Sharing Program funds in the amount of \$1,000,000, with the City providing local matching funds in the amount of \$1,000,000.

Authorize the City Manager to execute the VDOT Appendix A attached to this report and to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds. All such documents to be approved as to form by the City Attorney.



For 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
Mark D. Jamison, P.E., PTOE, Transportation Division Manager

YC

7.9.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the FY17 Virginia Department of Transportation's (VDOT) award of Transportation Revenue Sharing Program Funds (Revenue Sharing Funds) to the City in the total amount of \$1,000,000 for the 10th Street, N.W. Project (Project); authorizing the City Manager to execute an Appendix A document for Revenue Sharing Funds for the Project, which will require the City to provide matching funds of \$1,000,000; and authorizing the City Manager to take certain other actions in connection with the above matters and Projects.

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

1. The City of Roanoke hereby accepts the FY17 VDOT award of Revenue Sharing Funds in the total amount of \$1,000,000 to be provided by VDOT for the FY17 time period for the 10th Street, N.W. Project, with the City providing local matching funds in the total amount of \$1,000,000, with such funds to be allocated by VDOT and having already been committed by the City of Roanoke, all as more fully set forth in the City Council Agenda Report dated October 3, 2016.
2. The City Manager is hereby authorized to execute an Appendix A document to a VDOT Standard Programmatic Project Administration Agreement for Revenue Sharing Projects, as extended, substantially similar to the one attached to the above mentioned Agenda Report for the above Project in connection with the VDOT Revenue Sharing Funds, together with the required City matching funds mentioned above. Such Appendix 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 the above Revenue Sharing Funds in the total amount of \$1,000,000 from VDOT, together with \$1,000,000 in City matching funds, for the above mentioned Project, with any such documents to be approved as to form by the City Attorney.

ATTEST:

City Clerk.



7.0.3.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: October 3, 2016
Subject: Colonial Avenue Improvement Project – Acquisition of Real Property Rights (CM16-00138)

Background:

The City is proposing improvements to bicycle and pedestrian infrastructure in the vicinity of Fishburn Park Elementary School and Virginia Western Community College on Colonial Avenue, S.W. from Overland Road, S.W. to Winding Way Drive, S.W. Improvements consist of installation of in-road buffered bike lanes, addition of sidewalk to both sides of the street, improved pedestrian crossings, and intersection improvements at Overland Road, S.W. and McNeil Drive, S.W. Intersection improvements include roundabouts at Overland Road, S.W. and McNeil Drive, S.W.

This project is part of the Commonwealth Transportation Board's (CTB) most recently approved Six-Year Improvement Program (SYIP) and has received funds through the Virginia Department of Transportation Smart Scale (HB2) program as well as various other funding sources to include the Highway Safety Improvement Program (HSIP), Transportation Alternatives (TA), and Revenue Sharing, with local funds to fund the balance for the improvements. In the aggregate, the City received \$4,176,624 through the state and federal government with the City making up the balance on the estimated \$6.5M project.

The City will need to acquire real property rights in order to construct, operate, and maintain the proposed right of way improvements.

Considerations:

City Council action is necessary to authorize the acquisition of real property rights needed for the Colonial Avenue Improvement Project. The real property rights needed are outlined below, but are subject to minor variation of location and extent pending final engineering design details.

Funding for acquisition of the real property rights is available in the project account: 08-530-9458 – Colonial Avenue Improvements.

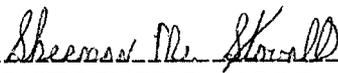
Right-of-way is required for construction of roundabouts on Colonial Avenue at Overland Road and at McNeil Drive as well as for construction of sidewalk. These properties are identified as follows:

Tax map Parcel Number	Address	Owner
1380101	3057 Colonial Ave, SW	City of Roanoke (Public Schools)
1380201	3022 Colonial Ave, SW	Commonwealth of Virginia State Board (VWCC)

Additional property rights may later be determined necessary to acquire.

Recommended Action:

Authorize the acquisition of the real property rights identified above, and such other property rights that may later be determined are needed to construct the proposed Colonial Avenue Improvement Project by negotiation and execution of the appropriate acquisition documents by the City Manager, such documents to be approved as to form by the City Attorney.

For  _____
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
Mark D. Jamison, P.E., PTOE, Transportation Division Manager
Cassandra L. Turner, Economic Development Specialist

7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE providing for the acquisition of real property rights needed by the City in connection with the Colonial Avenue Improvement Project (“Project”); authorizing City staff to acquire such property rights by negotiation for the City; authorizing the City Manager to execute appropriate acquisition documents; and dispensing with the second reading of this Ordinance by title.

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

1. The City wants and needs certain real property rights, to include permanent easements of variable length and width, temporary easements, right of way interests in fee simple, and such other real property interests as needed, as set forth in the City Council Agenda Report dated October 3, 2016, for the Project, in the vicinity of Fishburn Park Elementary School and Virginia Western Community College on Colonial Avenue, S.W., Roanoke, Virginia, from Overland Road, S.W., Roanoke, Virginia, to Winding Way Drive, S.W., Roanoke, Virginia, and surrounding streets. The proper City officials and City staff are hereby authorized to acquire by negotiation for the City the necessary real property interests and appropriate ancillary rights with respect to the real property parcels referred to in the above mentioned City Council Agenda Report and any other real property parcels needed for the Project. All requisite documents shall be approved as to form by the City Attorney.

2. The City Manager is further authorized to execute appropriate acquisition documents for the above mentioned parcel(s), and such other parcels needed for the Project, for such consideration as deemed appropriate for the necessary interests, provided, however, the

total consideration offered or expended, including costs, title search fees, appraisal costs, recordation fees, and other related costs shall not exceed the funds available in the Project's account for such purposes, without further authorization of Council. Upon the acceptance of any offer and upon delivery to the City of appropriate acquisition documents, approved as to form by the City Attorney, the Director of Finance is authorized to pay the respective consideration to the owners of the real property interest conveyed, certified by the City Attorney to be entitled to the same.

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

ATTEST:

City Clerk.



7.a.4.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: October 3, 2016
Subject: Appropriation of Additional Street Maintenance Funding
(CM16-00139)

Background:

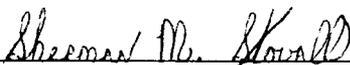
The Virginia Department of Transportation (VDOT) has finalized their FY 2016-2017 street maintenance allocation. Based on the final allocation, the City of Roanoke will receive additional revenue of \$363,246 over the \$14.3 million amount budgeted for FY 2017.

Considerations:

This additional funding will be used to address paving, sidewalk, and handicap ramp needs in various locations around the city. City Council action is required to appropriate this increase of VDOT funds.

Recommended Action:

Adopt the accompanying budget ordinance to increase the revenue estimate in the amount of \$363,246 into the revenue account 01-110-1234-0650 and appropriate funding in the same amount to the expenditure account 01-530-4120-2010.


For CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officers
Sherman Stovall, Assistant City Manager for Operations
Robert K. Bengtson, Director of Public Works
Amelia Merchant, Director of Management & Budget
Barbara Dameron, Director of Finance

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

7.a.4.

AN ORDINANCE to appropriate additional funding from the Virginia Department of Transportation for street maintenance projects, 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			
Fees for Professional Services	01-530-4120-2010	\$	363,246
Revenues			
Street Maintenance	01-110-1234-0650		363,246

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: October 3, 2016
Subject: Revised Plan for Participation in Public Procurement Transactions Subject to the Virginia Public Procurement Act of Small (SB), Minority-owned (MB), Women-owned (WB), and Service Disabled Veteran-owned Businesses (SDVB) (CM16-00137)

Background:

Solicitation and award of City contracts must comply with the City Charter and City Procurement Policy as well as the Virginia Public Procurement Act (VPPA). In general, public procurement requires the City to obtain bids and award contracts to the “lowest responsive and responsible bidder.”

The City’s Procurement Manual has recently been updated to include updates to the VPPA section of the Code of Virginia and current City procurement business practices that adhere to the VPPA.

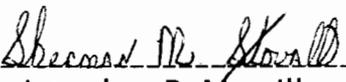
The attached plan proposes that when bids or proposals are solicited directly from potential vendors, notification of those solicitations are sent directly to appropriate businesses from the lists maintained and/or available to the Purchasing Division, including but not limited to the lists of certified small, minority, service-disabled veteran, and women-owned businesses maintained by the Virginia Department of Small Business and Supplier Diversity. The City of Roanoke also currently maintains a separate vendor database of self-identified SB/MB/SDVB/WB vendors. The Purchasing Division actively seeks the participation by certified SB/MB/SDVB/WB vendors in all formal solicitations, and encourages City departments to solicit bids and proposals directly from SB/MB/SDVB/WB vendors in decentralized solicitations. Additionally, Purchasing Division staff hosts and attends vendor outreach events to educate local vendors, including SB/MB/SDVB/WB vendors, on the business opportunities available with the City of Roanoke.

City Council and the City Administration recognize the need for improving opportunities for small, minority, service-disabled veteran, and women-owned business enterprises to participate in City contracts. With the adoption of this plan, the City makes clear to the community its policy to encourage opportunities for small, minority, service-disabled veteran, and women-owned business enterprises to participate in City contracts.

Recommended Action:

City Council repeal Resolution No. 36967-022205, which adopted a Plan for Participation in Procurement Transactions of Small Businesses and Businesses Owned by Women and Minorities, and adopt the attached Revised Plan for Participation in Public Procurement Transactions Subject to the Virginia Public Procurement Act of Small, Minority-owned, Women-owned, and Service Disabled Veteran-owned Businesses.

Authorize the City Manager to take the appropriate measures to implement the Plan effective immediately.



FOR Christopher P. Morrill
City Manager

DJC/lsc

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

Adopted on _____
Resolution No. _____

CITY OF ROANOKE, VIRGINIA

Revised Plan for Participation in Public Procurement Transactions Subject to the Virginia Public Procurement Act of Small, Minority-owned, Women-owned, and Service Disabled Veteran-owned Businesses

1. POLICY STATEMENT

It is the policy of the City of Roanoke to encourage participation by small businesses (“SB”), minority-owned businesses (“MB”), women-owned businesses (“WB”), and service disabled veteran-owned businesses (“SDVB”) in all aspects of City contracting opportunities. In order to demonstrate the City’s commitment to this policy, the provisions of this Plan shall apply to any contracts for goods or services with nongovernmental entities and covered by the Virginia Public Procurement Act.

2. DEFINITIONS

As used in this Plan, the following definitions shall apply:

Virginia Public Procurement Act (“VPPA”) means the provisions and requirements set forth in Sections 2.2-4300, et. seq., Code of Virginia (1950), as amended.

Small business (“SB”) means a business independently owned and controlled by one or more individuals who are citizens of the United States or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-owned business (“MB”) means a business that is at least 51% owned by one or more minority individuals who are citizens of the United States or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are citizens of the United States or legal residence aliens, and both the management and daily business operations are controlled by one or more individuals who are minority individuals. Minority individual means an individual

who is a citizen of the United States or a legal resident alien and who is African American, Asian American, Hispanic American, or Native American, as these terms are further defined and described in Section 2.2-4310 (E) of the VPPA.

Women-owned business (“WB”) means a business that is at least 51% owned by one or more women who are citizens of the United States or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

Service disabled veteran-owned business (“SDVB”) means a business that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both management and daily business operations are controlled by one or more individuals who are service disabled veterans. Service disabled veteran means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

3. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

Every procurement contract subject to the VPPA and of over ten thousand dollars (\$10,000.00) to which the City is a party shall contain the provisions of subparagraphs (a) and (b) herein:

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

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

(b) The contractor will include the provisions of the foregoing subparagraphs (a) (1), (2), and (3) in every subcontract or purchase order of over ten thousand dollars (\$10,000), with regard to the contract with the City, so that the provisions will be binding upon each subcontractor or vendor.

4. VENDOR SELF SERVICE (“VSS”)

The City’s Purchasing Division manages the City’s VSS system, which allows businesses to register to do business with the City of Roanoke and receive notification of business opportunities via email. Businesses can register online through the City web site by the commodity description of the services they provide, and inform the City of any SB, MB, WB, and SDVB status for which they are certified.

The Purchasing Division will serve as the primary contact for businesses to request information, instruction, and training in the VSS system.

5. ALL PUBLIC PROCUREMENT CONTRACTS

In procuring goods and services for the City, all City employees shall follow the guidelines and mandates contained in the VPPA and in the City’s Purchasing Division’s Procurement Manual with regard to solicitation of SB, MB, WB, and SDVB.

When bids or proposals are solicited from potential contractors, solicitations shall include, when possible, appropriate businesses from the VSS system, specifically those businesses registered with the selection of email notification flagged, including, but not limited to, the list from the Virginia Department of Small Business and Supplier Diversity.

All solicitation, addenda, and award actions over \$30,000 shall be posted on the City of Roanoke’s web site <http://www.roanokeva.gov>.

Invitation to Bid solicitation notices over \$30,000 and Requests for Proposals estimated to be over \$30,000 shall be advertised in both The Roanoke Times and The Roanoke Tribune whenever possible and practicable. Such Invitation to Bid solicitation notices and Requests for Proposals shall also be advertised on Roanoke Valley Television (RVTV-3).

6. FEDERAL, STATE OR OTHER GRANT REQUIREMENTS

In addition to the provisions of this Plan, when the City is using funds subject to federal, state or other grant requirements with regard to SB, MB, WB, and/or SDVB,

the City's Department managing the specific solicitation will take all necessary affirmative steps to ensure that the requirements of the grant or program are met.

7. DEBARMENT

Any offeror or bidder, or any principal thereof or person associated therewith, found to have engaged in substantial and intentional misrepresentation concerning either good faith SB, MB, WB, and/or SDVB participation efforts or its status as a SB, MB, WB, or SDVB shall be debarred in accordance with the VPPA and City policies from any City contracting for a period of two (2) years. This debarment shall also extend to any successor firm substantially controlled or managed, whether directly or indirectly, by any debarred individual or entity. This determination shall be made by the City Manager or a designee as set forth above. A debarment shall be reported in writing to City Council.

8. PARTICIPATION INFORMATION

The City Purchasing Division will, upon request, provide reporting of SB, MB, WB, and SDVB business participation from the VSS system.

END OF DOCUMENT.

dc

7.0.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION repealing Resolution No. 36967-022205, which adopted a Plan for Participation in Procurement Transactions of Small Businesses and Businesses Owned by Women and Minorities; and adopting and endorsing a Revised Plan for Participation in Public Procurement Transactions Subject to the Virginia Public Procurement Act of Small, Minority-owned, Women-owned, and Service Disabled Veteran-owned Businesses.

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

1. Resolution No. 36967-022205, which adopted a Plan for Participation in Procurement Transactions of Small Businesses and Business Owned by Women and Minorities, be and is hereby REPEALED.

2. Council hereby adopts and endorses a Revised Plan for Participation in Public Procurement Transactions Subject to the Virginia Public Procurement Act of Small, Minority-owned, Women-owned, and Service Disabled Veteran-owned Businesses, which is attached to the City Council Agenda Report dated October 3, 2016.

3. Council hereby authorizes the City Manager to take appropriate measures to implement the Revised Plan immediately.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION appointing a Director of the Economic Development Authority of the City of Roanoke.

WHEREAS, the Council is advised that there is a vacancy in the position of Director of the Economic Development Authority of the City of Roanoke, Virginia; and

WHEREAS, §15.2-4904, Code of Virginia (1950), as amended, provides that appointments made by the governing body of such Directors shall be made for terms of four (4) years.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that William Poe is hereby appointed as a Director on the Board of Directors of the Economic Development Authority of the City of Roanoke, Virginia, for a term commencing October 21, 2016, and expiring October 20, 2020.

ATTEST:

City Clerk.

Handwritten signature

10.6.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION appointing a Director on the Board of Directors of the Economic Development Authority of the City of Roanoke, Virginia to fill the remaining portion of an unexpired four (4) year term on its Board of Directors.

WHEREAS, the Council is advised that Paula Page Williams, a Director on the Board of Directors of the Economic Development Authority of the City of Roanoke, Virginia, resigned effective July 20, 2016, from a position the term of which is to expire October 20, 2017, and the vacancy has not been filled; and

WHEREAS, §15.2-4904, Code of Virginia (1950), as amended, provides that appointments made by the governing body of such Directors shall, after initial appointment, be made for terms of four (4) years, except appointments to fill vacancies which shall be for the remainder of the unexpired term.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that Duke Baldrige is hereby appointed as a Director on the Board of Directors of the Economic Development Authority of the City of Roanoke, Virginia, to fill the remaining portion of the four (4) year term of Paula Page Williams which commenced on November 2, 2015, and will expire on October 20, 2017.

ATTEST:

City Clerk.

Spillone

10.c.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION supporting Roanoke's military and veteran caregivers.

WHEREAS, the series of wars in which our nation has been engaged over time, since World War II, has resulted in 5.5 million military and veteran caregivers who are parents, spouses, siblings and friends, caring for those wounded, ill or injured who have served our nation, as documented by the 2014 Rand study commissioned by the Elizabeth Dole Foundation;

WHEREAS, the daily tasks of these military and veterans caregivers can include bathing, feeding, dressing, and caring for the grievous injuries of wounded warriors, administering medications, providing emotional support, caring for the family and the home, and working outside the home to earn essential income;

WHEREAS, the nation provides multi-faceted support to our wounded, ill and injured veterans and service members through public, private and philanthropic resources, but their caregivers receive little support or acknowledgement;

WHEREAS, most military and veteran caregivers consider the challenging work they do as simply carrying out their civic and patriotic duty, without realizing they are, in fact, caregivers, and do not identify themselves as such;

WHEREAS, an alarming number of military and veteran caregivers, according to research, are suffering numerous debilitating mental, physical and emotional effects as a result of their caregiving duties; and

WHEREAS, the City of Roanoke desires to recognize and support those who are serving in these vital roles in our own community.

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

1. The City Council hereby designates the City of Roanoke as a military and veteran caregiver supportive city.

2. The City of Roanoke will seek to identify military and veteran caregivers residing in our City.

3. The City of Roanoke will work to ensure that our government, organizations, employers and non-profits are aware of the unique challenges of military and veteran caregivers and are encouraged to create supportive environments and opportunities for assistance.

4. The City of Roanoke will plan an observance each May, during Military Appreciation Month, to honor and recognize the City's military and veteran caregivers in partnership with the Elizabeth Dole Foundation's national Hidden Heroes campaign.

5. The City of Roanoke encourages all who care for and support veterans and service members to extend that support to their caregivers.

6. The City of Roanoke designates the City Manager or his designee to serve as point of contact, for the public or private sector, for citizens and organizations wanting to offer support, and caregivers who need that support.

ATTEST:

City Clerk.



Western Virginia Workforce Update

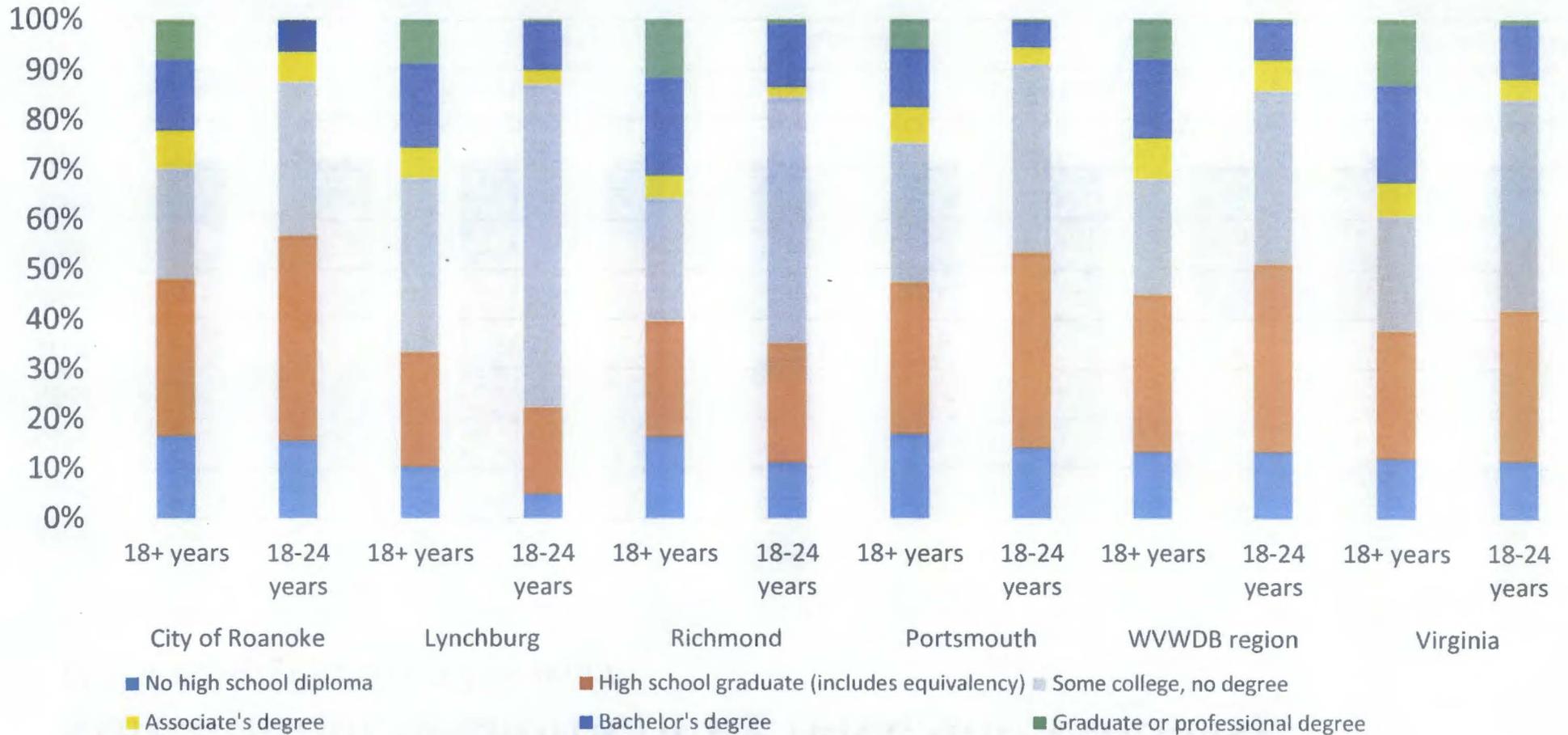
Jake Gilmer

Director, Western Virginia Workforce
Development Board

October 3, 2016

Roanoke Workforce Demographics

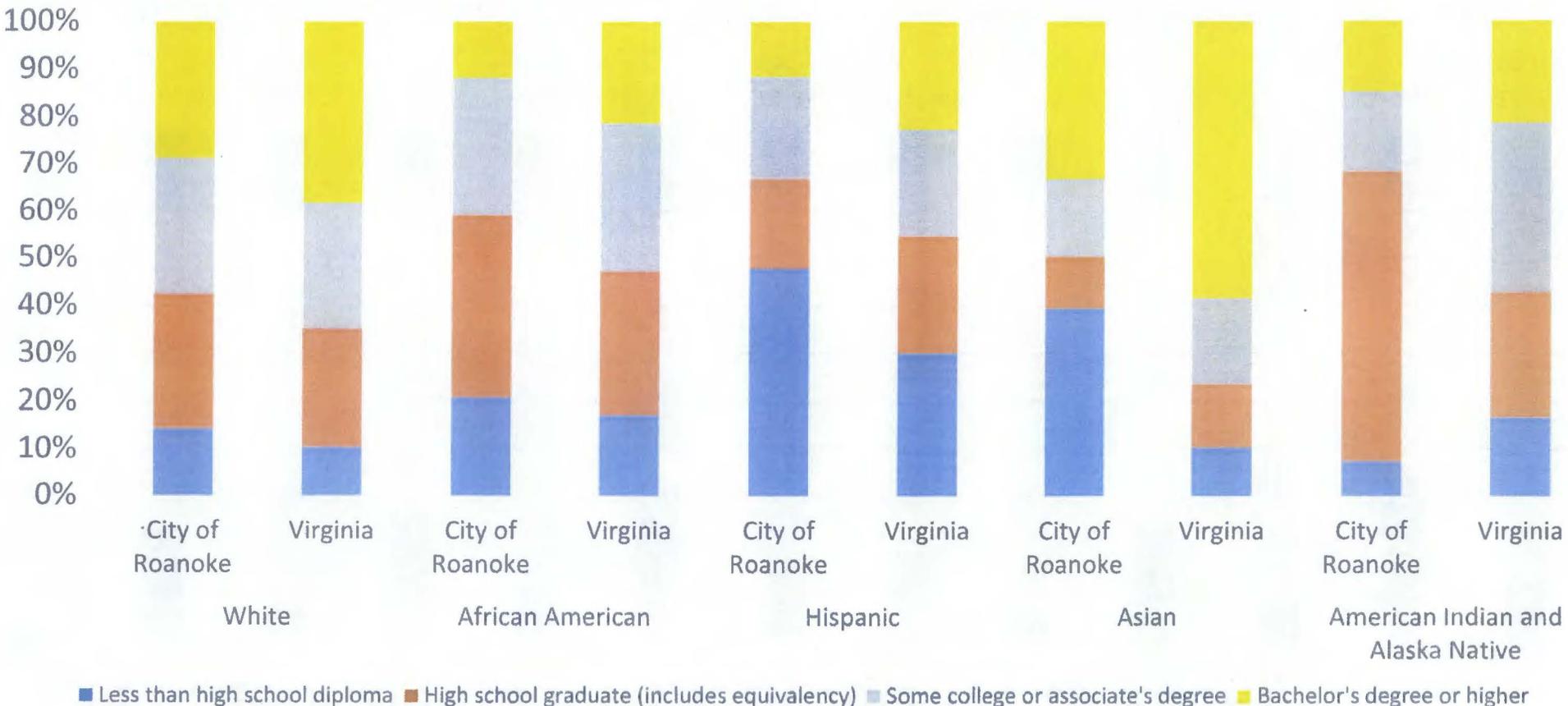
Educational Attainment by Age (2010-2014)



Source: American Community Survey Five Year Estimate 2010-2014

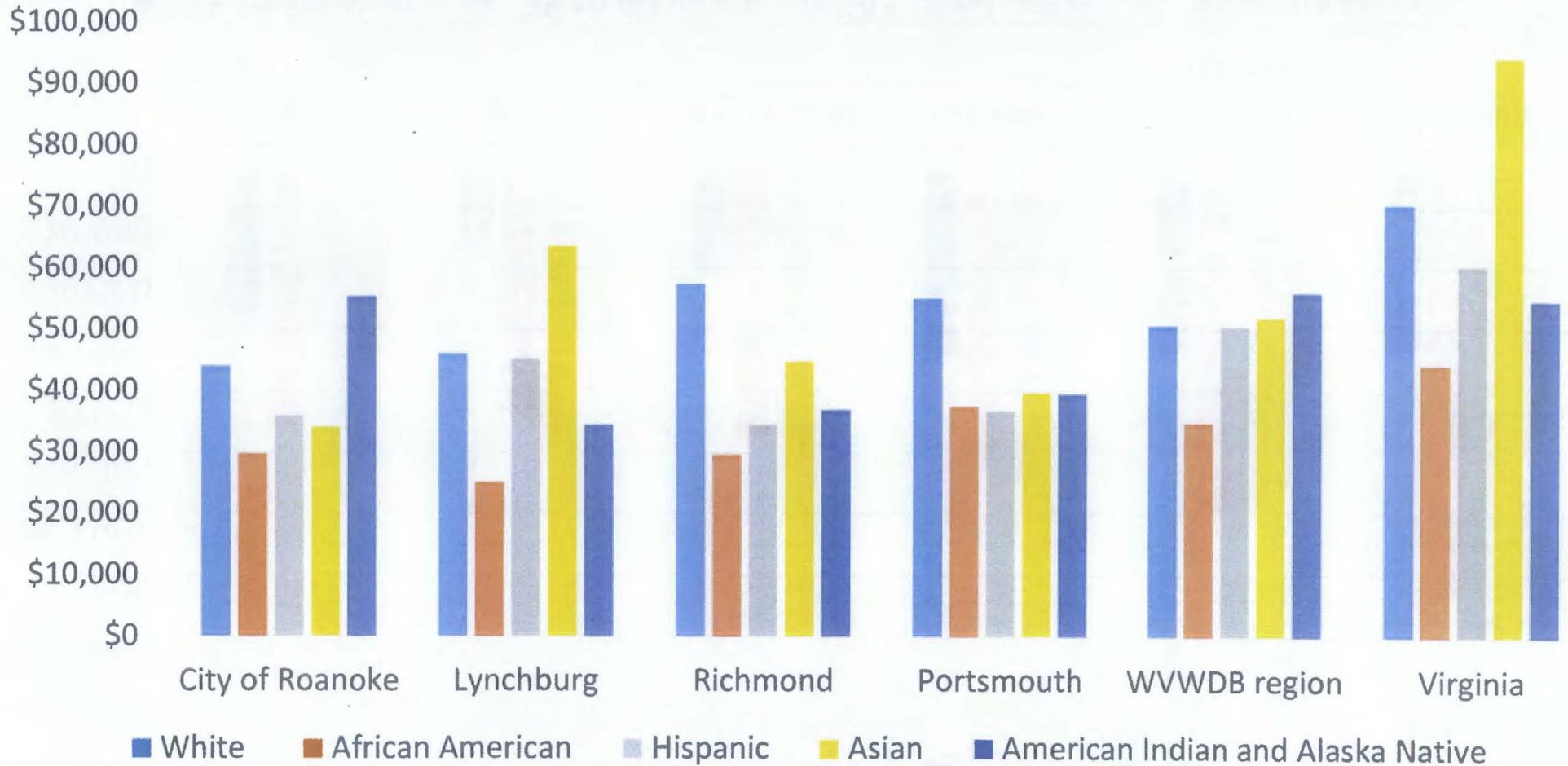
Educational Attainment by Race and Ethnicity

(2010-2014; Population 25+ years)



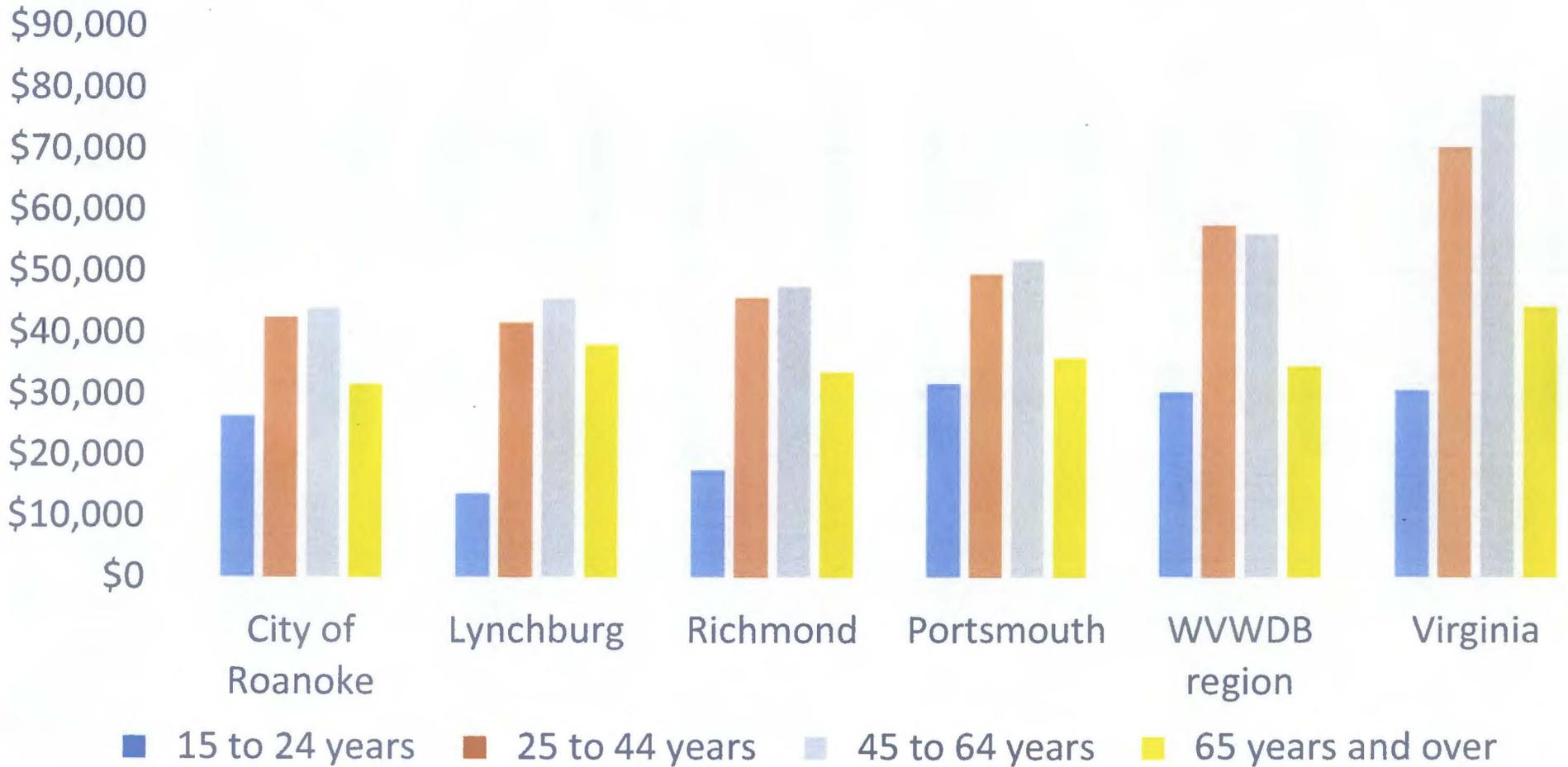
Source: American Community Survey Five Year Estimate 2010-2014

Median Household Income by Race and Ethnicity



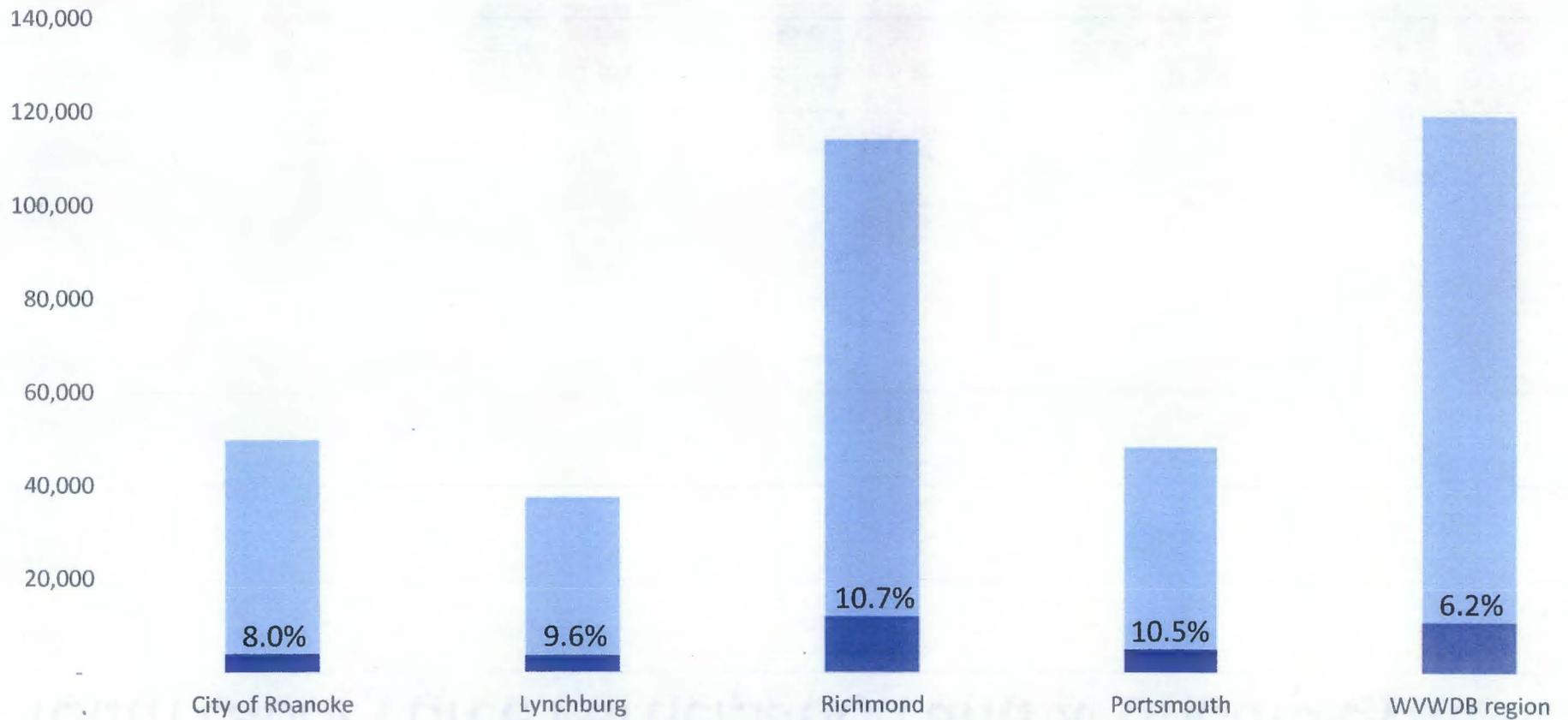
Source: American Community Survey Five Year Estimate 2010-2014

Median Household Income by Age of Householder



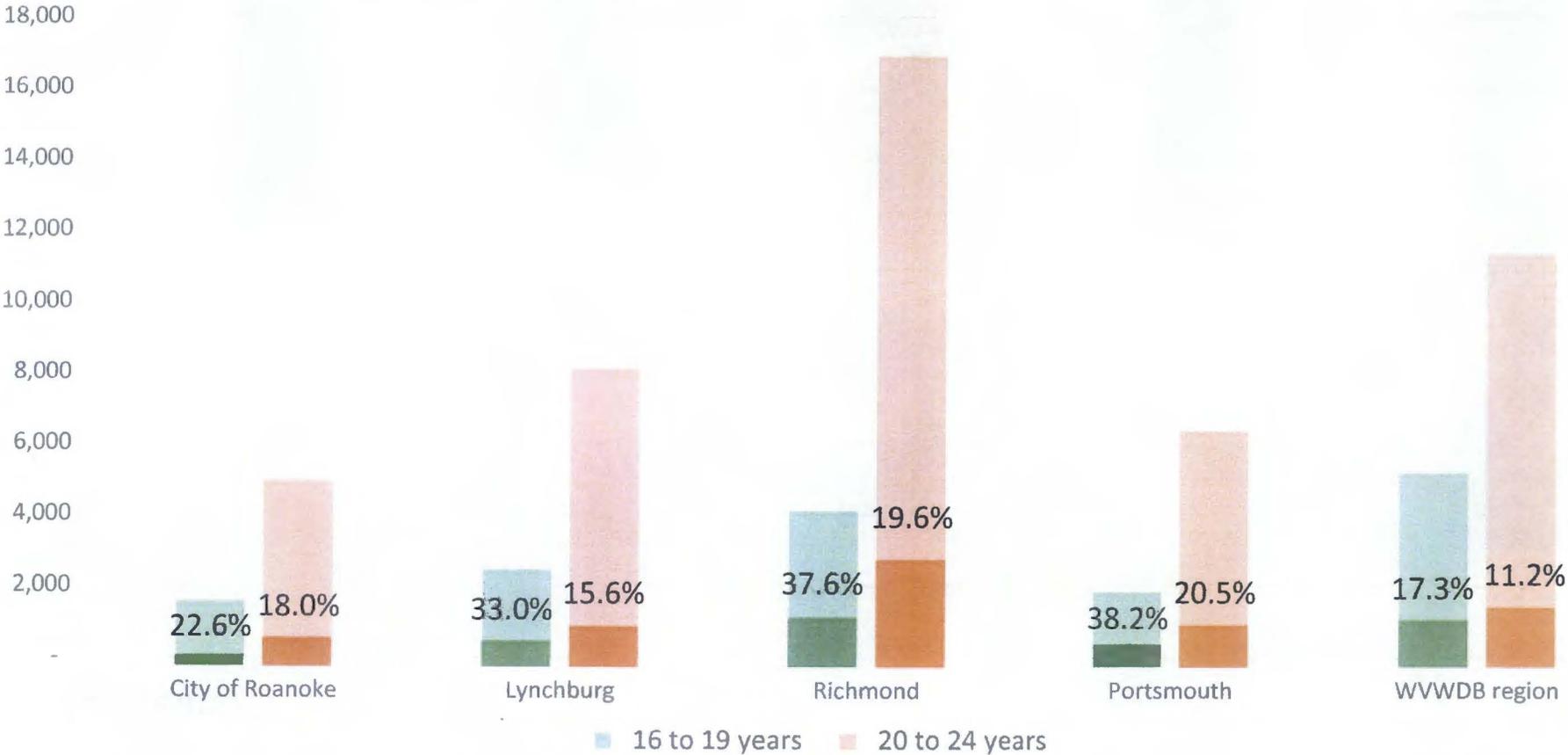
Source: American Community Survey Five Year Estimate 2010-2014

Total Labor Force Participation and % Unemployment (16+ Years)



Source: American Community Survey Five Year Estimate 2010-2014

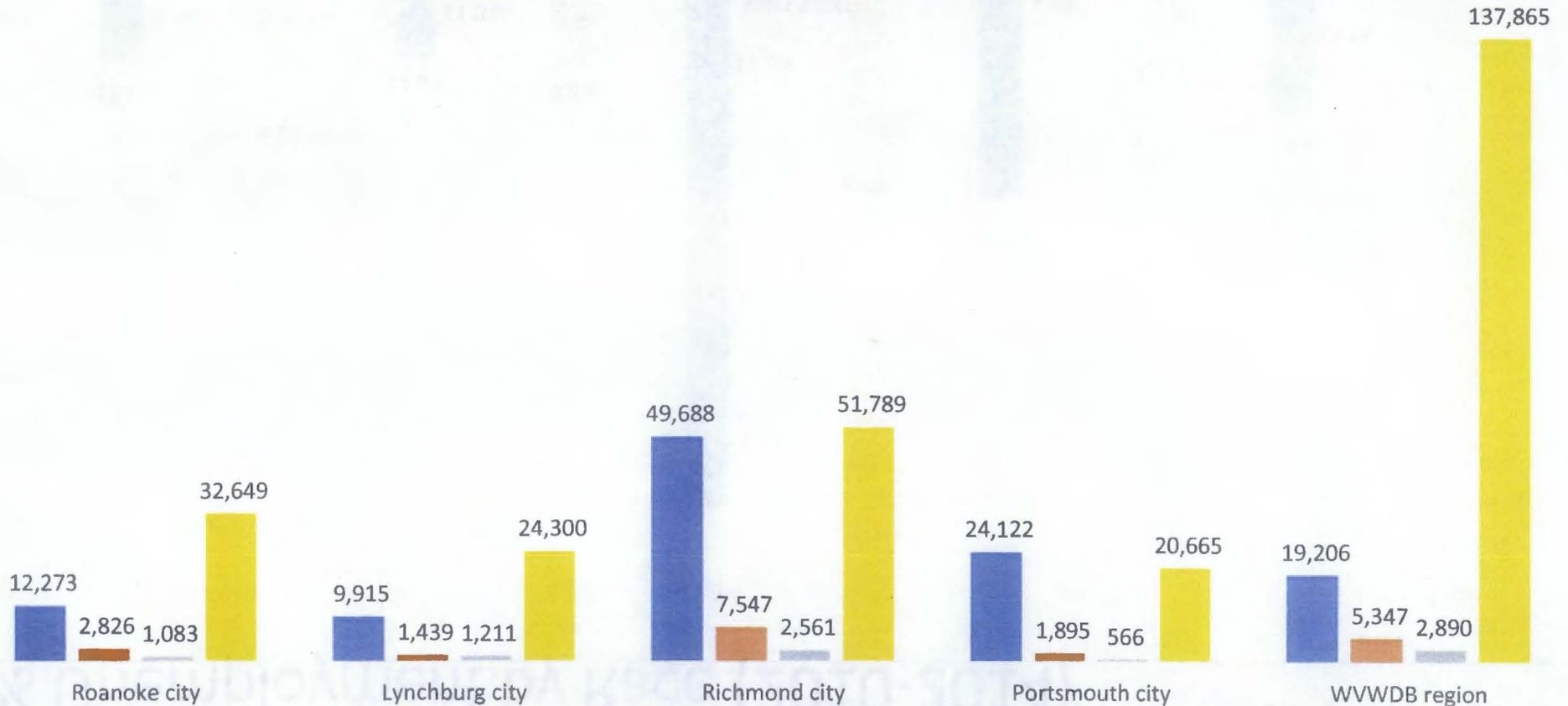
Youth Labor Force Participation and % Unemployment



Source: American Community Survey Five Year Estimate 2010-2014

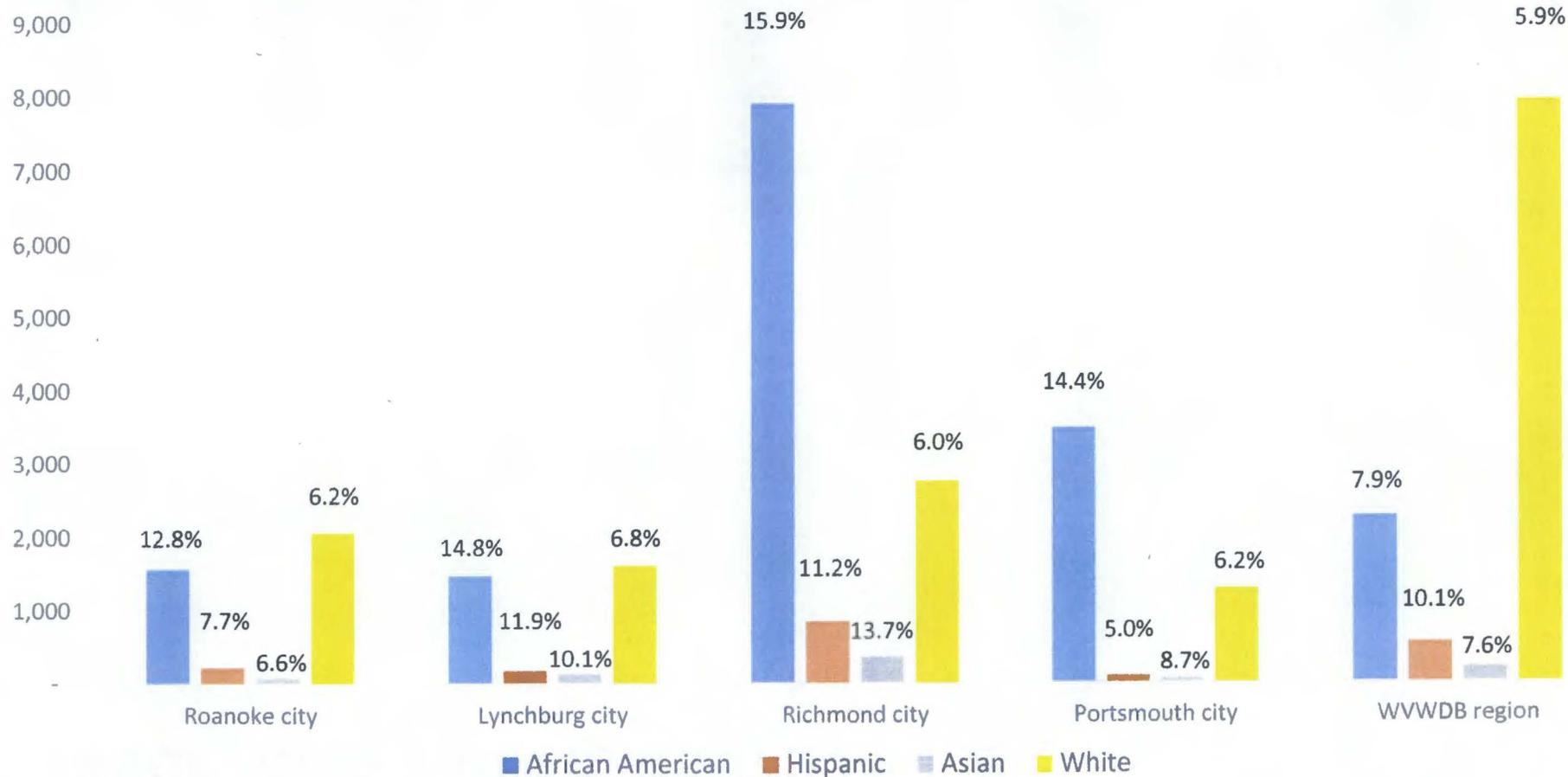
Labor Force Participation by Race

■ African American ■ Hispanic ■ Asian ■ White



Source: American Community Survey Five Year Estimate 2010-2014

% Unemployment by Race (2010-2014)



Workforce Board Services Overview

Western Virginia Workforce Development Board

- Convenes and partners with businesses, training providers, workforce agencies, and community organizations to meet the region's workforce needs.
- Provides oversight of Federal WIOA (Workforce Investment & Opportunity Act) Funds
- Selects One-Stop Workforce Center Operator and WIOA Service Provider



Youth Programs

The Board provides funds to help young people overcome the obstacles that keep them from completing their education and getting a job, including:

- Assistance obtaining a GED or returning to high school
- Career exploration and training tuition assistance
- Job readiness classes and paid work experiences
- Tutoring assistance
- Leadership opportunities



Enhanced Business Services

The Board is investing in the following businesses services programs:

- On-the-Job Training
- Customized Training
- Incumbent Worker Training
- Youth Work Experiences
- Registered Apprenticeships



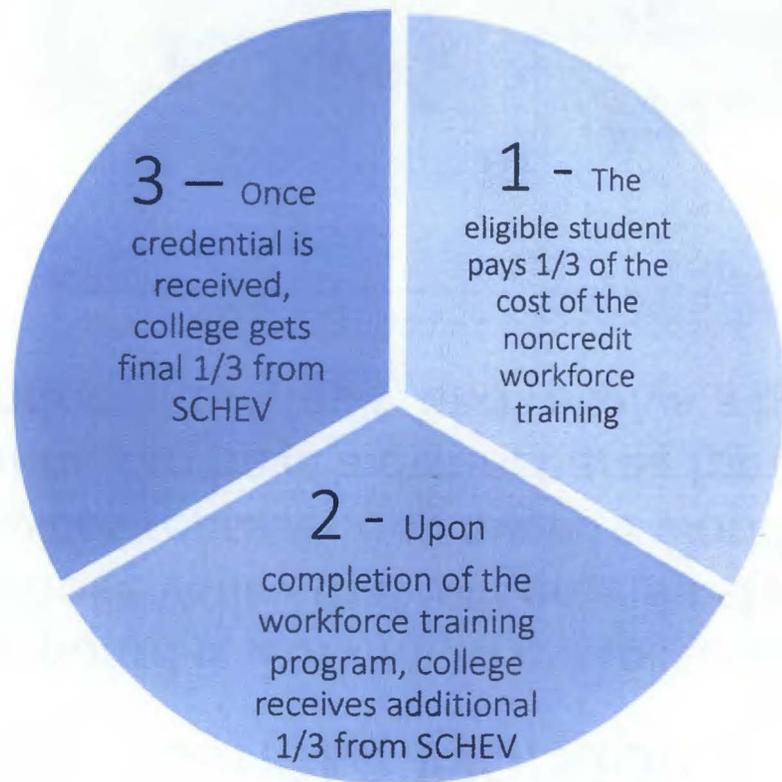
Workforce System Updates

New Roanoke Workforce Center

The Board is working to establish a new Workforce Center in the Roanoke Valley that will provide state of the art career and business services representing over 15 workforce programs. The Center is planned to have a distinct area for employers to hold job fairs, conduct interviews, and receive a broad range of business services.



Workforce Credentials Grant



- Reimbursement cap of \$3,000/credential
- Permits student to use financial aid to cover their portion (the first third)
- Requires establishment of domicile
- Student must satisfactorily pass the course within a window of time or must repay 2nd 'third' to the college (promissory note)
- A validated credential (passing the exam) must be achieved by an established amount of time, also

Regional Workforce Strategy, Brand, and Website

The Board is working with Virginia Tech and Access Advertising to development a new regional workforce strategy, brand for the workforce system, and website. The purpose of the process will be to elevate the profile and access to our region's workforce system.



[BUSINESS ASSISTANCE](#)

[INCENTIVES](#)

[REGISTRATION & PERMITS](#)

[WORKFORCE](#)

[CONTACT US](#)

[Hiring Incentives](#)

[Training Employees](#)

[Employer Registration](#)

[Workers' Compensation](#)

[Employee Wage and Hour Laws](#)

[Affordable Health Care Act](#)

Additional Information

Westernvaworkforce.com

540.862.8442

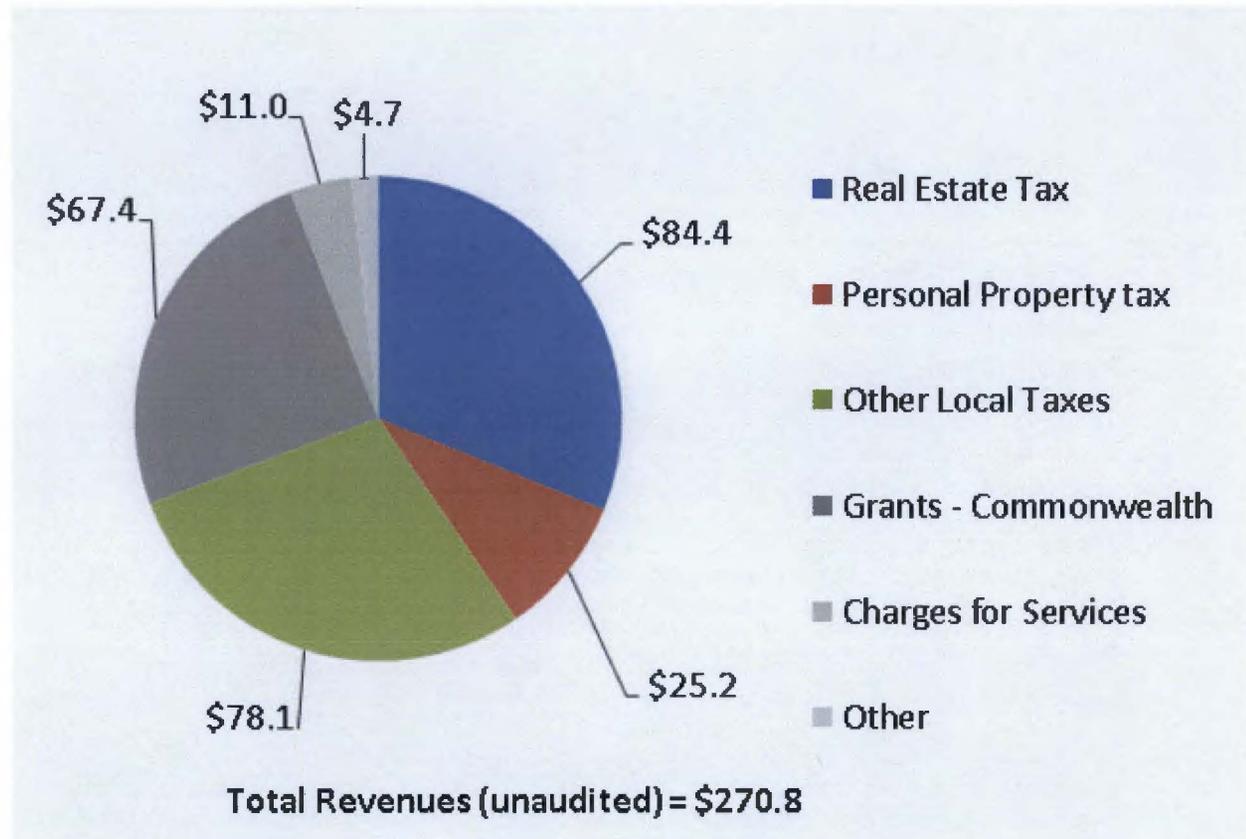
CITIZEN-CENTRIC REVENUE

Improving The Customer Service Experience For The Taxpayer



Total Revenue (in millions)

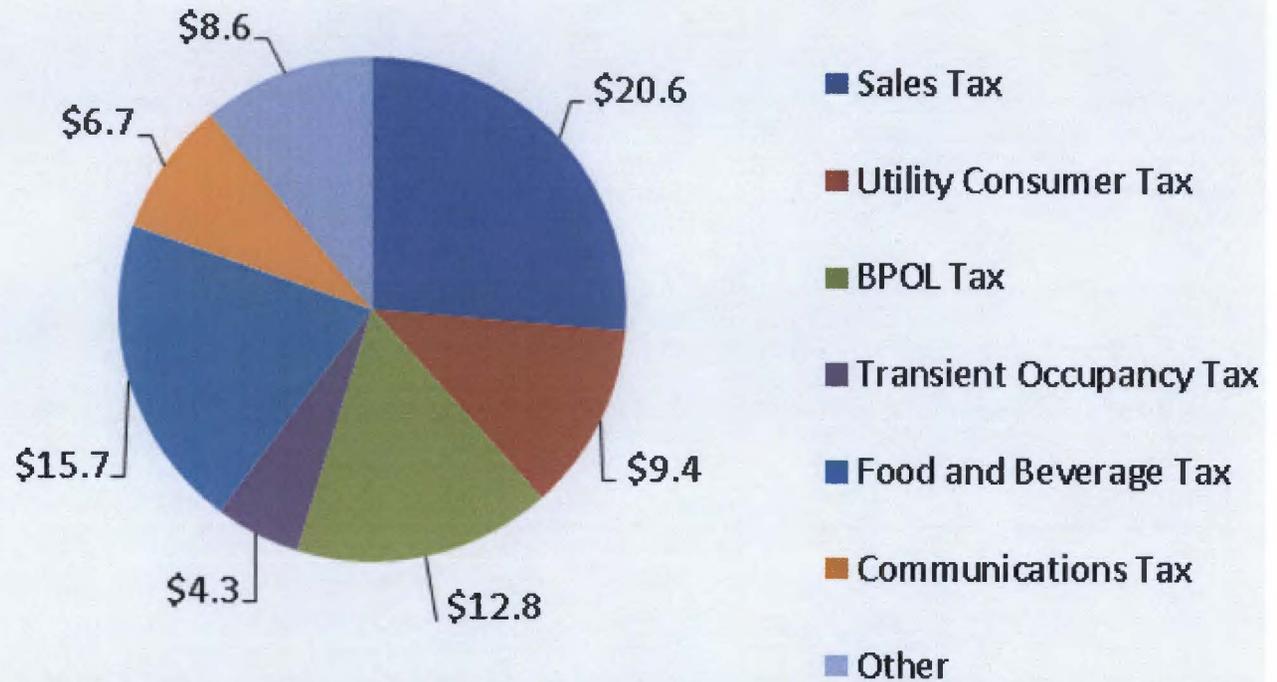
FY2016



Additionally, the City receives capital project, grant, and stormwater fee revenues.

Other Local Taxes (in millions)

FY2016



Total Other Local Tax Revenues (unaudited) = \$78.1

Vision

To Improve the Customer Experience By:



Developing Efficient
and Effective Processes
and Functions

- Process improvements
- Process standardization

Implementing
Centralized Tax,
Billing, and Cashiering
System

- Online customer access
- Tax billings on one platform
- Improved data availability

Improving
Communication

- Revenue Governance Committee
- Reporting and Forecasting Tools

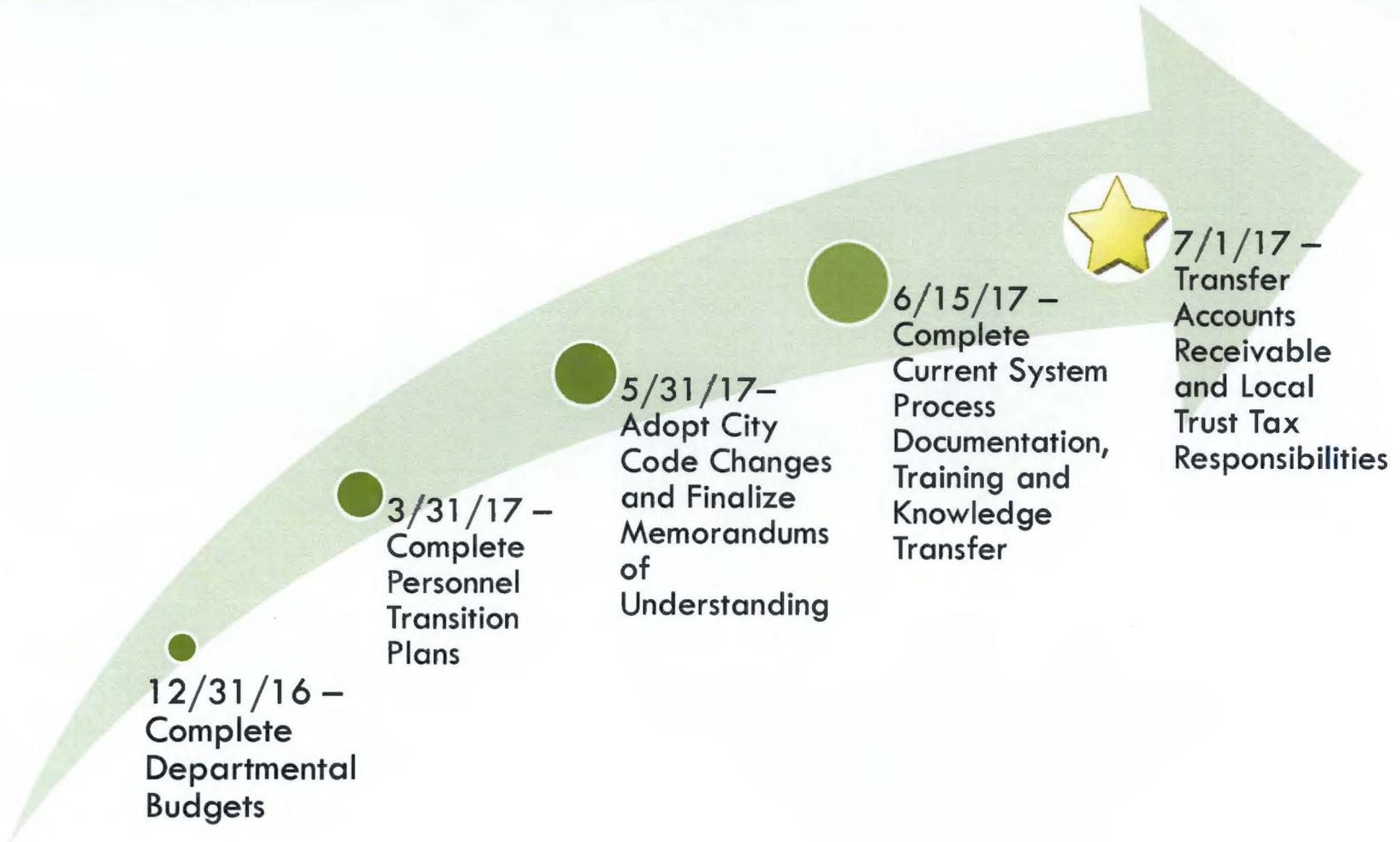
History

- 
- 1980's – Office of Billings & Collections Formed
 - 2004 – WVWA Formed/Utility Billing Ceased
 - 2010 – Aumentum Real Estate & Cashiering Went Live
 - 2013 – Delinquent Tax Collections Transferred to Treasurer
 - 2014 – Parking Ticket Collections Transferred to Lancor
 - 2017 – Local Trust Taxes/Accounts Receivable Transferred

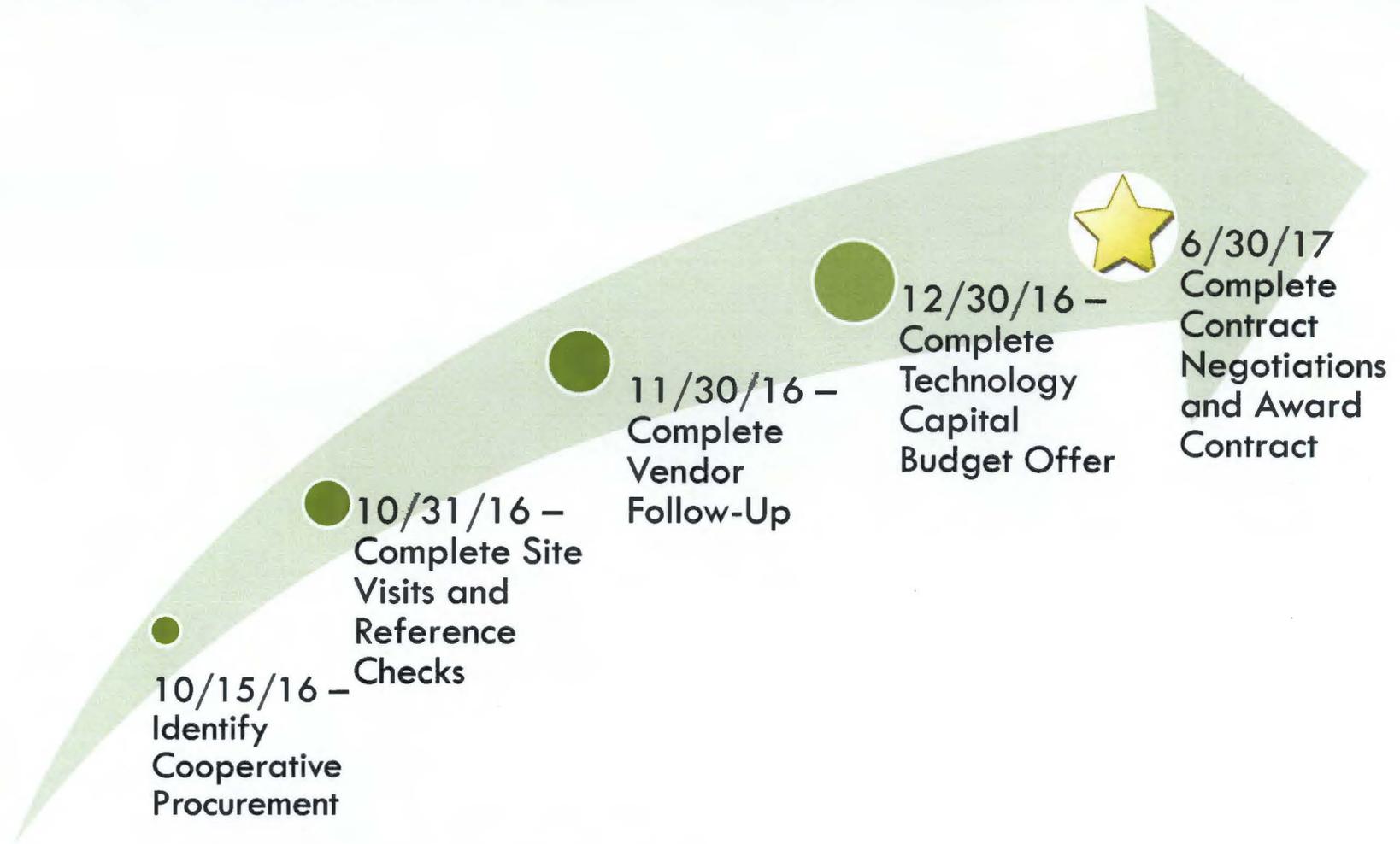
Stakeholders



Responsibility Realignment Timeline



System Procurement Timeline



Based on a Cooperative Procurement

Accomplishments-To-Date [Communications]

- Revenue Team created
 - ▣ Evelyn, Sherman, Terra, Greg, Dawn, Tasha
 - ▣ Meets every two weeks, ad-hoc meetings as needed
- Municipal Auditing meeting monthly with:
 - ▣ Director of Finance
 - ▣ Director of Technology
 - ▣ Director of Human Resources
- Knowledge transfer meetings with Finance
 - ▣ Includes Treasurer's Office, Commissioner's Office
 - ▣ Discussion of multiple topics
 - ▣ Advantage Accounts Receivable training

Accomplishments-To-Date [Realignment]



- Working together on personnel transition plans, realignment, and hiring
- Currently documenting local trust tax procedures
- Realignment project plan created with milestone dates identified
- Working with City Attorney to identify required code changes
 - No Charter changes required

Accomplishments-To-Date [System]

- Identified potential vendor
- Analyzed RFPs to verify cooperative procurement option
 - ▣ Documenting final decision
- Site visits with other localities
 - ▣ Norfolk and Loudoun Co [scheduled]
 - ▣ Salem, Lynchburg, and others [planning]
- Small group attended vendor User Conference
 - ▣ Included Treasurer's Office, Commissioner's Office and Auditing
- Automation Coordinator working meetings
 - ▣ Documenting interfaces

Next Steps [Realignment]



- Continue working together on:
 - ▣ Personnel transition plans
 - ▣ Knowledge transfer
 - ▣ Process documentation
- Identify physical space requirements and develop plan to address additional space needs
- Continue working with City Attorney's office on required code changes

Next Steps [System]



- Visit vendor reference sites and other localities
- Work with Department of Technology on vetting vendor's technology references
- Have vendor back for additional presentation and questioning
- Make final determination on vendor viability
- Develop cost estimate and capital budget request
- Periodically update City Administration and Audit Committee/City Council

Questions?



TEAMWORK
MOTIVATION
INSPIRATION
LEADERSHIP
VISION
+ INNOVATION

SUCCESS





**BESTPITCH
40656-100316**

**ROANOKE CITY COUNCIL
INFORMAL SESSION**

**OCTOBER 3, 2016
9:00 A.M.**

**CITY COUNCIL CHAMBER
ROOM 450**

AGENDA

Call to Order -- Roll Call. All present.

Welcome. Mayor Sherman P. Lea, Sr.

NOTICE

This morning meeting and briefings will be televised live and replayed on RVTV Channel 3 on Thursday, October 6 immediately following the 2:00 p.m. session at 7:00 p.m.; and Saturday, October 8 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ITEMS FOR ACTION:

A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

(7-0)

A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss the 2016 Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended.

(7-0)

ITEMS LISTED ON THE 2:00 P.M. COUNCIL DOCKET REQUIRING DISCUSSION/CLARIFICATION AND ADDITIONS/DELETIONS TO THE 2:00 P.M. AGENDA. **NONE.**

TOPICS FOR DISCUSSION BY THE MAYOR AND MEMBERS OF COUNCIL. **NONE.**

Recessed at 9:04 a.m.

Legislative Committee Meeting

Reconvened at 10:47 a.m.

BRIEFINGS:

- Workforce Development Process - 30 minutes
- Citizen – Centric Revenue - 45 minutes

AT 12:39 P.M., THE COUNCIL MEETING STOOD IN RECESS UNTIL 2:00 P.M., FOR A CLOSED MEETING IN THE COUNCIL'S CONFERENCE ROOM, ROOM 451, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**OCTOBER 3, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call. All present.

The Invocation was delivered by The Reverend Cynthia C. Keyser, Pastor, Christ Lutheran Church.

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

Welcome. Mayor Lea.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, October 6 at 7:00 p.m., and Saturday, October 8 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

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.

The Council of the City of Roanoke is seeking applications for the following current vacancies and/or upcoming expirations of terms of office:

Board of Zoning Appeals – two vacancies
Three-year terms of office ending December 31, 2020

Building and Fire Code Board 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
Three-year 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

Contact the City Clerk's Office at 853-2541, or access the City's homepage to complete an online application.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

A resolution reaffirming the Sister City relationship among the City of Roanoke and Florianopolis, Brazil.

Adopted Resolution No. 40656-100316. (7-0)

Mayor Lea presented a ceremonial copy of Resolution No. 40656-100316 to Dr. Gustavo Pinto, Universidade do Sul de Santa Catarina, Sister City Florianopolis, Brazil.

A Proclamation declaring October 2016 as National Arts and Humanities Month.

Mayor Lea presented ceremonial copy of proclamation to Susan Jennings, Arts and Culture Coordinator.

Recognition of the Department of Technology and the Roanoke Valley Broadband Authority for receiving the Governor's Award for Cross-boundary Collaboration.

Mayor Lea presented Roy Mentkow, Director of Technology and Frank Smith, President and CEO of the Roanoke Valley Broadband Authority with Governor's Awards, respectively.

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.

The following persons appeared before Council and spoke in support of the proposed legislation to ban semi-assault weapons in local public buildings:

**Dorry McCorkle, 3215 Allendale Street, S. W.
Mary Nottingham, 3214 Allendale Street, S. W.
Robin Barnhill, 2309 Brandon Avenue, S. W.
Terry Huxhold, 1125 16th Street, S. E.
Jean Edmunds, 2322 Rosalind Avenue, S. W.
Catherine Koebel, 2625 Longview Avenue, S. W.
Erin Rafferty, 631 Campbell Avenue, S. E.
Grover Price, 2947 Cove Road, N. W.
Khalid Jones, 504 11th Street, N. W.**

4. CONSENT AGENDA: (APPROVED 7-0)

All matters listed under the Consent Agenda are considered to be routine by the Members of City Council and will be enacted by one motion. There will be no separate discussion of the items. If discussion is desired, the item will be removed from the Consent Agenda and considered separately.

- C-1 A communication from the City Manager requesting that City Council schedule a public hearing for Monday, October 17, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, or as such later date and time as the City Manager may determine, to consider the lease of City-owned property to the Blue Ridge Zoological Society of Virginia, Inc.
RECOMMENDED ACTION: Concurred in the request.

C-2 A communication from the City Manager requesting that City Council schedule a public hearing for Monday, October 17, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, or as such later date and time as the City Manager may determine, to consider the leasing of the former Fire Station No. 6 located at 1015 Jamison Avenue, S. E., to the Melrose Athletic Club, Inc.
RECOMMENDED ACTION: Concurred in the request.

C-3 Reports of qualification of the following individuals:

Mark Garland as a Citizen at Large representative of the Building and Fire Code Board of Appeals for a term ending June 30, 2018;

Chester Smith as a Law Enforcement representative of the Towing Advisory Board for a term of office ending October 31, 2018;

Courtney Campbell as a City representative of the Roanoke Valley-Alleghany Regional Commission for term ending June 30, 2018; and

James M. O'Hare as a Citizen at Large representative of the Youth Services Citizen Board for a term of office ending June 30, 2018.

RECOMMENDED ACTION: Received and filed.

REGULAR AGENDA:

5. PUBLIC HEARINGS:

a. Proposal of the City of Roanoke to authorize issuance of general obligation support of financing, in an amount not to exceed \$5 million to provide funds for the Western Virginia Regional Industrial Facility Authority to acquire land and related improvements and facilities for economic development purposes. Christopher P. Morrill, City Manager.

Adopted Resolution Nos. 40657-100316 and 40658-100316. (7-0)

b. Proposal of the City of Roanoke to reaffirm its intent to convey Parcel 1A, and Parcel 1B to Straight Street Roanoke Valley, Inc.; and to authorize the City Manager to execute Amendment No. 1 that provides for the closing date to be on or before October 31, 2016. Daniel J. Callaghan, City Attorney.

Adopted Ordinance No. 40659-100316. (7-0)

6. PETITIONS AND COMMUNICATIONS: NONE.

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance and appropriation of Regional Surface Transportation funds received from the Virginia Department of Transportation (VDOT), in connection with the Garden City Boulevard Trail Project.
Adopted Resolution No. 40660-100316 and Budget Ordinance No. 40661-100316. (7-0)
2. Acceptance of the FY 2017 Revenue Sharing Program Award from the Virginia Department of Transportation for the 10th Street Project.
Adopted Resolution No. 40662-100316. (7-0)
3. Acquisition of additional real property rights to construct roundabouts and sidewalks in connection with the Colonial Avenue Improvement Project.
Adopted Ordinance No. 40663-100316. (7-0)
4. Appropriation of additional street maintenance funds from the Virginia Department of Transportation (VDOT) to address streets, sidewalks, handicap ramps and paving needs in various locations around the City.
Adopted Budget Ordinance No. 40664-100316. (7-0)
5. Authorization to implement a Revised Plan for Participation in Public Procurement Transactions, subject to the Virginia Public Procurement Act of Small, Women-owned, Minority-owned, and Service Disabled Veteran-owned Businesses.
Adopted Resolution No. 40665-100316. (7-0)

COMMENTS OF CITY MANAGER.

The City Manager offered the following comments:

Governor Recognizes City, RVBA

- The City of Roanoke's Technology Department and the Roanoke Valley Broadband Authority received the prestigious Governor's Technology Award for Cross-Boundary Collaboration at a ceremony during the annual COVITS conference in Richmond.

Open House for Colonial Avenue Improvements

- Tuesday, October 4, 7:00 p.m.
- Room 208/210, Fralin Center for Science and Health Professions Virginia Western Community College
- Citizens will have the opportunity learn more about proposed changes to Colonial Avenue, including the addition of two roundabouts.
- A website has been set up with videos and visuals

CityWorks Xpo

- Thursday-Saturday, October 6-8
- Grandin Theatre
- This is an annual gathering now in its sixth year
- (X)po continues to start conversations that can change the world by providing a platform for sharing big ideas.
- More information is available at cityworksxpo.com

Veterans Parade

- Saturday, November 5, 11:00 a.m., in Downtown Roanoke
- We will be honoring our military service personnel
- The public is invited to bring your family and friends and show your support and patriotism
- The parade will be televised live on WSLs
More information is available at www.virginiasveteransparade.org

8. REPORTS OF COMMITTEES: NONE.

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A resolution appointing William Poe to replace Charles E. Hunter, III, as a Director of the Economic Development Authority for a four-year term of office ending October 20, 2020.
Adopted Resolution No. 40666-100316. (7-0)
- b. A resolution appointing Duke Baldrige as a Director of the Economic Development Authority to fill the unexpired term of office of Paula Page Williams ending October 20, 2017.
Adopted Resolution No. 40667-100316. (7-0)
- c. A resolution designating the City of Roanoke as a military and veteran caregiver supportive city.
Adopted Resolution No. 40668-100316. (7-0)
- d. A communication from Council Member Raphael E. Ferris, Chair, Council Legislative Committee transmitting a resolution supporting the creation of a Regional Transportation District.
Adopted Resolution No. 40669-100316. (7-0)

11. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
Mayor Lea advised that he, along with Members of the Council would in attendance at the Annual Virginia Municipal League on October 9-11, 2016 in Virginia Beach, Virginia. He also noted his attendance at the Annual VML Mayor's Institute on October 8 -9, 2016 in Virginia Beach.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

CERTIFICATION OF CLOSED MEETING. (7-0)

Reappointed Timothy P. Meadows and J. A. Robertson as tower representatives of the Towing Advisory Board for three-year terms of office, each, ending October 31, 2019.

Appointed Christopher Link to fill the unexpired term of Jerry Smith as a Citizen-at-Large Member of the Building and Fire Code Board of Appeals ending June 30, 2017.

12. ADJOURNED – 3:51 P.M.