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

1. Council Agenda And Reports

   Documents:

   CAR 10-17-16.PDF
   10-17-16 ITEM 7.B.1. FINANCIAL PRESENTATION.PDF

2. Council Action Agenda

   Documents:

   AG 10-17-16.PDF

NOTICE:

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

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

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

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

ROANOKE CITY COUNCIL
REGULAR SESSION

OCTOBER 17, 2016
2:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by Father Louis Benoit, Retired Priest, Saint Gerard Catholic 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 20 at 7:00 p.m., and Saturday, October 22 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

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 proclamation declaring Saturday, October 29, 2016 as Saint Gerard Catholic Church Day in honor of its 70th Anniversary.

A Proclamation declaring October 23 - 30, 2016 as Red Ribbon Week. P 8

Presentation of the Virginia Municipal League Stairway to Success Program and Green Government Challenge Platinum Certification 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.

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 convene in a Closed Meeting to discuss disposition of publicly-owned property located at 13 Church Avenue, S. E., where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711(A)(3), Code of Virginia (1950), as amended. P 9

RECOMMENDED ACTION: Concur in the request.

C-2 Annual Report of the Fair Housing Board for Fiscal Year ending 2015 - 2016. P 10

RECOMMENDED ACTION: Receive and file.

C-3 Reports of qualification of the following individuals:

Daniel J. Callaghan as City Attorney, Stephanie M. Moon Reynolds as City Clerk, and Troy A. Harmon as Municipal Auditor of the City of Roanoke for two-year terms of office, each, commencing October 1, 2016 and ending September 30, 2018;

William Poe as a Director of the Economic Development Authority for a four-year term of office ending October 20, 2020;

Corbin Prydwen as a Property Management representative of the Building and Fire Code Board of Appeals for a term of office ending June 30, 2019; and

Cerid E. Lugar as a member (Citizen At-Large) of the Youth Services Citizen Board for a three-year term of office ending June 30, 2019.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

BID OPENINGS:

Bids for the sale and transfer of certain easements on City-owned properties in connection with the Hotel Project at Market Garage.

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS:

a. A communication from the Honorable Timothy Allen, City Sheriff, requesting acceptance of the State Criminal Alien Assistance Program (SCAAP) Reimbursement Grant from the Bureau of Justice Assistance Office in conjunction with the U. S. Department of Homeland Security to partially fund the purchase of a new inmate transport vehicle; and a communication from the City Manager concurring in the request.

P 13
P 14
R 15
B/O 16

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acquisition of real property rights for the Windsor Road Stormwater Drainage Improvements Project.

P 17
O 20

2. Approval and authorization of two encroachment permits into the City's right-of-way to allow placement of an existing sign and canopy, respectively, in connection with the new Hampton Inn located at 27 Church Avenue, S. E.

P 22
O 24

COMMENTS OF CITY MANAGER.

b. DIRECTOR OF FINANCE:

1. Presentation of the FY16 Unaudited Results.

8. REPORTS OF COMMITTEES:

a. Presentation of the Proposed 2017 Legislative Program. Council Member Raphael E. Ferris, Chair, Legislative Committee. P 29 R 39

b. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson. P 41 P 42 B/O 44

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

a. A resolution paying tribute to The Reverend Dr. William L. Lee, 2011 Citizen of the Year, on the occasion of his retirement after approximately 38 years as Pastor of Loudon Avenue Christian Church.

b. A resolution designating a Voting Delegate and an Alternate Voting Delegate for the Business Meeting for the Annual National League of Cities Congress of Cities and Exposition to be held on Saturday, November 19, 2016, in Pittsburgh, Pennsylvania. R 49

11. MOTIONS AND MISCELLANEOUS BUSINESS:

a. Inquiries and/or comments by the Mayor and Members of City Council.

b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

12. RECESS.

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

ROANOKE CITY COUNCIL
REGULAR SESSION

OCTOBER 17, 2016
7:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

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

The Pledge of Allegiance to the Flag of the United States of America will be led by Boy Scout Troop No. 17 of St. John's Episcopal Church; and Evan Shifflett, Webelos Cub Scout, Pack 50, Woodlawn United Methodist Church.

Welcome. Mayor Lea.

CERTIFICATION OF CLOSED MEETING.

NOTICE:

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, October 20 at 7:00 p.m., and Saturday, October 22 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

A. PRESENTATION AND ACKNOWLEDGEMENTS:

Recognition of Virginia Western Community College CCAP Students.

B. PUBLIC HEARINGS:

1. Request of Nada and Mounir Melki and Ernie Littlefield to vacate an unused approximately 10-foot wide alley extension and an unused approximately 5-foot wide alley extending from the intersection of 11th Street, N. W., to connect with the abovementioned 10-foot wide alley extension. Nada and Mounir Melki, Spokespersons.

P 50
O 56

2. Request of Fisher Properties, LLC, to repeal conditions proffered as part of a previous rezoning at 2701 and 2707 Brambleton Avenue, S. W., pursuant to Ordinance No. 28386 adopted by Roanoke City Council on October 20, 1986. Jeffrey R. Wood, Agent, Spokesperson.

P 60
O 89

3. Proposal of the City of Roanoke to lease City-owned property located at 2410 Mason Mill Road, N. E., to Richard E. and Cassie M. Beverly. Christopher P. Morrill, City Manager.

P 91
O 106
B/O 108

4. Proposal of the City of Roanoke to lease City-owned property located at 1015 Jamison Avenue, S. E., also known as the former Fire Station No. 6, to the Melrose Athletic Club, Inc. Christopher P. Morrill, City Manager.

P 109
O 126

5. Proposal of the City of Roanoke to lease City-owned property to the Blue Ridge Zoological Society of Virginia, Inc., for the purpose of operating and maintaining Mill Mountain Zoo. Christopher P. Morrill, City Manager.

P 127
O 146

6. A report of the City Manager recommending execution of a Deed of Easements, Confirmatory Deed of Easement Rights and Obligations, subject to certain terms and conditions, for the development, construction, operation and maintenance of a hotel that has been constructed above and within the City's Market Garage, 25 Church Avenue, S. E., and adjacent parcels of City-owned property. Christopher P. Morrill, City Manager.

C. HEARING OF CITIZENS UPON PUBLIC MATTERS:

City Council sets this time as a priority for citizens to be heard. All matters will be referred to the City Manager for response, recommendation or report to Council, as he may deem appropriate.

D. ADJOURNMENT.

Office of the Mayor

CITY OF ROANOKE

Proclamation

RED RIBBON WEEK

WHEREAS, *alcohol and drug abuse in this Nation have reached epidemic stages;*

WHEREAS, *it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs;*

WHEREAS, *the National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs);*

WHEREAS, *the National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31;*

WHEREAS, *government, law enforcement, media, businesses, medical institutions, religious institutions, schools, senior citizens, service organizations, parents, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and*

WHEREAS, *the City of Roanoke further encourages its citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long.*

NOW, THEREFORE, I, *Sherman P. Lea, Sr., Mayor of the City of Roanoke, Virginia, do hereby proclaim October 23 - 30, 2016 throughout this great, six-time All-America City as Red Ribbon Week.*

Given under our hands and the Seal of the City of Roanoke this seventeenth 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 17, 2016**

Subject: **Request for Closed Meeting**

This is to request that City Council convene a closed meeting to discuss the disposition of publicly-owned property, located at 13 Church Avenue, S.E. (Tax Map No. 4011706), where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711.A.3, Code of Virginia (1950), as amended.

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

C-2

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **Fair Housing Board Annual Report for Fiscal Year 2015-16**

The Fair Housing Board is pleased to provide this Annual Report for fiscal year 2015-2016 to City Council. As you will read below, the Board undertook a number of activities during the past year and is looking forward to a new year of opportunities.

Purpose and Function:

Under the City Code, the Fair Housing Board is to serve as a source of public information on fair housing through outreach, education and training. Through staff support from the City's Community Development Block Grant (CDBG), as detailed below, the Board has continued efforts to raise awareness.

Membership:

During the past year, the Board worked diligently to secure a full complement of members. As of the date of this report, the Board has reached a full roster. Attendance at the quarterly meetings of the board is as follows:

Board Member	July 21, 2015	October 20, 2015	January 19, 2016	April 19, 2016
Dennis Light	Absent/Excused	Absent/Unexcused	Absent/Unexcused	Present
Lisa Barksdale	Present	Absent/Excused	Absent/Unexcused	Absent/Unexcused
Alesha Allen	Present	Absent/Unexcused	Vacant	Vacant
Antwyne Calloway	Absent/Unexcused	Present	Absent/Unexcused	Present
Amanda Buyalos	Present	Present	Present	Absent/Excused
Charlotte Davis	Present	Present	Present	Present

Outreach and Education Activities:

The Fair Housing Board is pleased to report a significant increase in the number of participants for activities and outreach compared to prior years. In line with the Board's mission, two Fair Housing seminars were held, one at the Jefferson Center and one at the Berglund Center. The first session, held on October 8, 2015, consisted of a morning class on hoarding with 117 participants and an afternoon class on fair housing with 192 participants. Both sessions were led by Mally Dryden-Mason of the Virginia Fair Housing Office. The April 21, 2016 session, again led by Mally Dryden-Mason, consisted of a morning class on fair housing with 181 participants and an afternoon class on assistance/emotional

assistance/companion animals with 102 participants.

The board conducted four quarterly presentations on fair housing and the Landlord-Tenant Act for the residents of Trust House, with a total of 120 attending and two presentations to Family Promise Homeless Shelter with a total of 25 attending. The board continues to actively seek opportunities to enlighten and educate the city's vulnerable populations about their rights and responsibilities. In addition to education in a classroom setting, the board answered approximately 3 phone calls per week in regards to fair housing complaints. All complaints received were forwarded on to the Commonwealth's Department of Professional and Occupational Regulations (DPOR) Fair Housing Board or the local Legal Aid Society for follow up and enforcement.

Council proclaimed the month of April as Fair Housing Month. The Board distributed the city's "Fair Housing: What You Need To Know" booklet to ensure that all residents have equal access and enjoyment of their housing.

The Board also desired to institute a new mission and vision for the work it completes. The new mission and vision are:

> **Mission**: The City of Roanoke's Fair Housing Board seeks to expand the knowledge, understanding, and desire of all citizens to receive fair and equal treatment in respect to housing. The Fair Housing Board seeks to provide education to the housing industry, housing industry related partners, and citizens to ensure that all know their rights and responsibilities under the Federal, State, and Local Fair Housing Laws.
>
> **Vision**: To provide education so that no citizen shall be discriminated against on the basis of race, color, religion, national origin, familial status, marital status, disability, age, or elderliness and so that all citizens have the right to live where they can afford.

In accordance with Title VIII of the Federal Civil Rights Act, the Board is reviewing HUD-funded contracts the City engages in with sub-recipients to ensure Fair Housing compliance.

For fiscal year 2016-2017, the Fair Housing Board has two priorities:

The board will continue to schedule trainings for both resident groups and staff of residential programs such as Trust House, Family Promise, RRHA, and the Rescue Mission, and actively seek out additional opportunities to present to other organizations.

The Board will continue its efforts to raise public awareness regarding fair housing rights and responsibilities.

The Fair Housing Board hopes that Council finds this annual report informative

and useful. The Chair and members stand ready to respond to Council's questions and guidance.

Crystal H. Hypes
Secretary to the Board

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building and Development

6.a.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: October 17, 2016

Subject: State Criminal Alien Assistance Program (SCAAP) Reimbursement Grant

Background:

SCAAP is administered by the Bureau of Justice Assistance Office of Justice Programs in conjunction with the U.S. Department of Homeland Security. SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law. These guidelines apply to those individuals who were incarcerated for at least four consecutive days during the reporting period.

Considerations:

On October 7, 2016, the Sheriff's Office was awarded $8,424 in grant funding. There is no required match for this program. In order to comply with grant requirements, all awarded funding will be used to partially fund the purchase of a new inmate transport vehicle. The new vehicle will replace an older model in the city fleet and shall be utilized to transport offenders.

Recommended Action:

Accept the SCAAP Reimbursement Grant described above and authorize the City Manager to execute the grant agreement and any related documents; such documents to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of $8,424 and to appropriate the same into an account to be established in the Grant Fund by the Director of Finance.

T. A. Allen

Timothy A. Allen
Sheriff

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

6.a.

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **Acceptance of State Criminal Alien Assistance Program (SCAAP) Reimbursement Grant**

I concur with the recommendation from Sheriff Timothy Allen to accept funding from the SCAAP program in the amount of $8,424, with no local match required. I further recommend adopting the accompanying budget ordinance to establish a revenue estimate of $8,424 in grant funds, and to appropriate such funding in an account to be established by the Director of Finance.

for R. Brian Townsend

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Barbara Dameron, Director of Finance

6a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of the State Criminal Alien Assistance Program (SCAAP) Grant made to the City of Roanoke Sheriff's Department by the Bureau of Justice Assistance Office in conjunction with the U.S. Department of Homeland Security, and authorizing execution of any required documentation on behalf of the City.

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

1. The City Manager is hereby authorized on behalf of the City to accept the State Criminal Alien Assistance Program (SCAAP) Grant in the amount of $8,424.00 to the Roanoke City Sheriff's Department to partially fund the purchase a new inmate transport vehicle. Such grant being more particularly described in the City Council Agenda Report dated October 17, 2016.

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

3. The Sheriff and the City Manager are further directed to furnish such additional information as may be required by the Bureau of Justice Assistance Office in connection with the acceptance of the foregoing grant.

ATTEST:

City Clerk.

6.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal government for the State Criminal Alien Assistance Program (SCAAP), amending and reordaining certain sections of the 2016-2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Vehicular Equipment	35-140-5923-9010	$8,424
Revenues		
SCAAP FY17	35-140-5923-5923	8,424

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 17, 2016

Subject: Acquisition of Real Property Rights for Windsor Road Stormwater Drainage Improvements Project (No. CM16-145)

Background:

As part of the FY2017 Capital Improvement Program, City Council had appropriated $1.62 million for storm drain improvement projects. These appropriated funds will be matched with $1.61 million in Virginia Department of Transportation Revenue Sharing funds plus an additional $1,000,000 in Stormwater Utility operating funds.

One of the projects to be funded by this combined FY2017 funding appropriation is the Windsor Road Stormwater Drainage Improvements project which includes the installation of storm drain pipes and structures. This project is in the general vicinity of the 3500 block of Windsor Road, S.W., the 3600 blocks of Mud Lick Road, S.W. and Brymoor Road, S.W., and the 1900 block of Deyerle Road, S.W. located within the Greater Deyerle Neighborhood.

This neighborhood suffers from an inadequate drainage system evidenced by flooding on private properties downstream from a culvert on Mud Lick Road, S.W. Runoff from the public right of way also contributes to flooding of private properties on Windsor Road, S.W. Constructing the proposed storm drain system for this project would correct known drainage problems in this neighborhood.

In order to construct, operate, and maintain the proposed improvements, the city will need to acquire real property rights from various private property owners.

Considerations:

City Council action is necessary to authorize the acquisition of real property rights needed for the Windsor Road Stormwater Drainage Improvements 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 will be available in project account 03-530-3014 Stormwater Improvements.

Permanent drainage and access easements of variable length and width are required to accommodate construction activities, and will affect eleven (11) properties in the general vicinity identified above. The City may also need to acquire various other property rights involving the property listed below and other properties which have not yet been identified for this project. The properties that have been identified to date are as follows:

Tax Map Parcel Number	Address	Owner	Required Property Rights
5040513	1923 Deyerle Rd., S.W.	Teresa G. Jones	Permanent Drainage Easement
5040506	3645Mud Lick Rd., S.W.	James H. & Sandra W. Ryals	Permanent Drainage Easement
5040507	3639 Mud Lick Rd., S.W.	The James Ripley Trust	Permanent Drainage Easement
5040420	0 Windsor Rd., S.W.	TRS Windsor Hills United Methodist Church	Permanent Access Easement
5040421	3638 Mud Lick Rd., S.W.	Sam W. III & Sally B. Carver	Permanent Drainage Easement
5040422	2011 Deyerle Rd., S.W.	Matthew C. & Virginia H. Morris	Permanent Drainage Easement
5020303	3641 Brymoor Rd., S.W.	Sarah Ann Walters	Permanent Drainage Easement
5020304	3651 Brymoor Rd., S.W.	Braxton G.E. Naff	Permanent Drainage Easement
5020305	3661 Brymoor Rd., S.W.	Norma C. Sisson	Permanent Drainage Easement
5020306	3671 Brymoor Rd., S.W.	Jesse & Margarita Z. Hobson	Permanent Drainage Easement
5020327	3519 Windsor Rd., S.W.	Mark D. & Tamalyn R. Tanis	Permanent Drainage Easement

Recommended Action:

Authorize the acquisition of any and all real property rights needed to construct the proposed Windsor Road Stormwater Drainage Improvements Project, including, but not limited to, the specific property rights identified in this City Council Agenda Report, 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.

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., City Engineer
Dwayne R. D'Ardenne, CGM, PWM, Stormwater Manager
Josephus M. Johnson-Koroma, P.E., Civil Engineer II
Cassandra L. Turner, Economic Development Specialist

DJC

7.a.1.

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 Windsor Road Stormwater Drainage Improvements 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 17, 2016, for the Project, in the vicinity of the 3500 Block of Windsor Road, S.W., Roanoke, Virginia, the 3600 Blocks of Mud Lick Road, S.W., Roanoke, Virginia and Brymoor Road, S.W., Roanoke, Virginia, the 1900 Block of Deyerle Road, S.W., Roanoke, Virginia, and surrounding streets, which are located within the Greater Deyerle Neighborhood. 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.2.

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **Encroachment Request from South Commonwealth Partners, LLC for Two Encroachments into Public Right of Way Located at Official Tax Map Number 4015004 (CM16-00148)**

Background:

South Commonwealth Partners, LLC, is requesting two encroachment permits into the public right-of-way of the City of Roanoke at the following locations: (1) at the corner of Luck Avenue, S.E., and Church Avenue, S.E.., Roanoke, Virginia, in front of the new Hampton Inn, and between the first and second levels of the northern façade of the parking garage structure designated as Official Tax Map No. 4015004, and (2) on the side of Church Avenue, S.E.., Roanoke, Virginia, on the side of the new Hampton Inn, and between the first and second levels of the northern facade of the parking garage structure designated as Official Tax Map No. 4015004.

The request for the permits are to allow the encroachment of an existing sign and canopy into the City's public right-of-way at the above locations in connection with the development of the downtown Hampton Inn. The encroachment of the sign is located at the corner of Luck Avenue, S.E., and Church Avenue, S.E., Roanoke, Virginia, in front of the new Hampton Inn, and between the first and second levels of the northern façade of the parking garage structure designated as Official Tax Map No. 4015004. The sign encroachment shall be approximately 12 inches in width and will extend approximately 2.9 feet in length into the right-of-way.

The second encroachment permit request is to allow an existing canopy placed above the city's public right-of-way located on Church Avenue, S.E., Roanoke, Virginia, on the side of the new Hampton Inn, and between the first and second levels of the northern façade of the parking garage structure designated as Official Tax map No. 4015004. The encroachment shall be approximately 58 feet 3 inches in width and will extend approximately 1.5 feet in length into the right-of-way, more particularly bounded and described on an "Exhibit Showing an Existing Sign and Canopy Extending into the Right of Way of Church Avenue, S.E., City of Roanoke, Virginia dated September 20, 2016."

Recommended Action:

Adopt the proposed Ordinance authorizing the encroachment of the existing Sign and Canopy at the two (2) locations described on the plat attached to this letter. All necessary documents required for these encroachments are to be approved as to form by the City Attorney.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Asst. City Mgr. for Community Development
Barbara A. Dameron, Director of Finance
Wayne F. Bowers, Director Economic Development
Debbie Moses, Parking Administrator
Philip C. Schirmer, P.E., City Engineer
Marc B. Nelson, Special Projects Coordinator
Cassandra L. Turner, Economic Development Specialist

7.a.2.

PUBLIC RIGHT OF WAY LOCATED
ADJACENT TO OFFICIAL TAX MAP NO: 4015004

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing two (2) existing encroachments, at the request of South Commonwealth Partners, LLC, a South Carolina limited liability company, into the public right-of-way of the City of Roanoke, in connection with the development of the downtown Hampton Inn, at the following locations: (1) at the corner of Luck Avenue, S.E., and Church Avenue, S.E., Roanoke, Virginia, in front of the new Hampton Inn, and between the first and second levels of the northern façade of the parking garage structure designated as Official Tax Map No. 4015004, and (2) on the side of Church Avenue, S.E., Roanoke, Virginia, on the side of the new Hampton Inn, and between the first and second levels of the northern façade of the parking garage structure designated as Official Tax Map No. 4015004; upon certain terms and conditions, and dispensing with the second reading of this Ordinance by title.

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

1. Authorization is hereby granted to South Commonwealth Partners, LLC, a South Carolina limited liability company, pursuant to Section 15.2-2010, Code of Virginia (1950) as amended, for the encroachment of an existing sign into the City's public right-of-way located at the corner of Luck Avenue, S.E. and Church Avenue, S.E., Roanoke, Virginia, in front of the new Hampton Inn, and between the first and second levels of the northern façade of the parking garage structure designated as Official Tax Map No. 4015004. The encroachment shall be approximately 12 inches in width, and will extend approximately 2.9 feet in length into the public right-of-way, more particularly bounded and described on the survey entitled "Exhibit Showing an Existing Sign and

Canopy Extending into the Right of Way of Church Avenue, S.E., City of Roanoke, Virginia dated September 20, 2016," and as more particularly set forth and described in the City Council Agenda Report dated October 17, 2016.

2. Authorization is further granted to South Commonwealth Partners, LLC for the existing encroachment of a canopy into the City's public right-of-way located on Church Avenue, S.E., Roanoke, Virginia, on the side of the new Hampton Inn, and between the first and second levels of the northern façade of the parking garage structure designated as Official Tax Map No. 4015004. The encroachment shall be approximately 58 feet 3 inches in width and will extend approximately 1.5 feet in length into the public right-of-way, more particularly bounded and described on the survey entitled "Exhibit Showing an Existing Sign and Canopy Extending into the Right of Way of Church Avenue, S.E., City of Roanoke, Virginia dated September 20, 2016," and as more particularly set forth and described in the aforementioned City Council Agenda Report.

3. It is agreed by South Commonwealth Partners, LLC that in maintaining such encroachments, South Commonwealth Partners, LLC and its grantees, assignees, or successors in interest agree to indemnify and save harmless the City of Roanoke, its officers, agents, and employees from any and all claims for injuries or damages to persons or property, including attorney's fees, that may arise by reason of the above-described encroachment. South Commonwealth Partners, LLC agrees that the encroachments shall be removed at any time from the right-of-way upon written demand of the City of Roanoke, and that such placement and removal of the encroachments shall be at the sole cost and expense of South Commonwealth Partners, LLC. South Commonwealth Partners, LLC agrees that it shall be solely responsible for the installation, maintenance, operation, cleaning, repair, restoration, of the encroachments, and it shall replace any

damage to the building, and any damage to the land, caused by the placement and removal of the encroachments, at South Commonwealth Partners, LLC's sole cost and expense.

4. South Commonwealth Partners, LLC, its grantees, assigns, or successors in interest, shall, for the duration of this permit, maintain on file with the City Clerk's Office evidence of insurance coverage for such encroachments in an amount not less than $2,000,000 of general liability insurance. The certificate of insurance must list the City of Roanoke, its officers, agents, and employees as additional insureds, and an endorsement by the insurance company naming these parties as additional insureds must be received within thirty (30) days of passage of this ordinance. The certificate of insurance shall state that such insurance may not be canceled or materially altered without thirty (30) days written advance notice of such cancellation or alteration being provided to the Risk Management Officer for the City of Roanoke.

5. The City Clerk shall transmit an attested copy of this Ordinance to the South Commonwealth Partners, LLC, c/o Windsor/Aughtry Company, Inc., Suite 500, 40 West Broad Street, Greenville, SC 29601.

6. This ordinance shall be in full force and effect at such time as a copy, duly signed, sealed, and acknowledged by South Commonwealth Partners, LLC has been admitted to record, at the cost of South Commonwealth Partners, LLC, in the Clerk's Office of the Circuit Court for the City of Roanoke and shall remain in effect only so long as a valid, current certificate evidencing the insurance required in Paragraph 4 above is on file in the Office of the City Clerk, or until the City requires the removal of such encroachments, which may be done in the sole discretion of the City by sending written notice to South Commonwealth Partners, LLC to remove the encroachments authorized herein. In the event this Ordinance is not signed by South Commonwealth Partners, LLC

and recorded in the Circuit Court Clerk's Office for the City of Roanoke within (90) days from the adoption of this Ordinance, this Ordinance shall terminate and be of no further force and effect.

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

ATTEST:

City Clerk.

The undersigned acknowledges that it has read and understands the terms and conditions stated above and agrees to comply with those terms and conditions.

SOUTH COMMONWEALTH PARTNERS, LLC,
a South Carolina limited liability company

By:_____
_____, Manager

STATE OF SOUTH CAROLINA)
) To-wit:
COUNTY OF _____)

I, a Notary Public in and for the State and City aforesaid, do certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2016, by_____, Manager of South Commonwealth Partners, LLC, a South Carolina limited liability company, for and on behalf of South Commonwealth Partners, LLC, a South Carolina limited liability company.

My Commission expires:_____.

_____
Notary Public

Registration No._____

8.a.

CITY OF ROANOKE

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

SHERMAN P. LEA, SR.
Mayor

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

October 17, 2016

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

Re: 2017 Legislative Program

Dear Mayor Lea and Members of Council:

The Council Legislative Committee unanimously approved the 2017 Legislative Program, a copy of which is attached to this letter and recommends that City Council adopt this recommendation as its 2017 Legislative Program. The recommended Program seeks to build on the very successful and productive 2016 session that was enjoyed by the City and its neighboring localities in our region. Through collaboration and cooperation, we achieved several notable results that will have immediate and long-term beneficial impacts on the quality of life in Virginia's Blue Ridge. With this experience as our foundation, let me summarize our proposed 2017 Legislative Program.

The recommended Program includes many positions that the City has advocated for several sessions of the General Assembly. These issues include budgetary matters such as unfunded mandates, adequate funding of public safety, and equitable tax reform; transportation infrastructure, public education issues involving school start dates and adequate funding, and several administrative matters. The proposed Program includes new issues that address accessibility to mental health treatment facilities, short term rentals, and stormwater utility fees and exemptions because these issues were considered by the General Assembly during the 2016 session. Regional economic development is also being addressed and advocated in this Program by proposing the creation of a Regional Transportation District and the exploration of an Inland Port Facility. These positions continue our diligent pursuit of opportunities for the Roanoke and New River Valleys and to expand sustainable economic growth for our Blue Ridge region.

The proposed Program includes recommendations to address the issues of gun violence and the illegal use of firearms. This issue is national in scope and requires the collaborative efforts of our state and federal elected officials to address. The Committee recommends that the General Assembly (i) add the City as a locality in which certain loaded firearms are prohibited; and (ii) enable localities to adopt measures to limit, restrict, or prohibit firearms in local public buildings.

The Committee removed the section of previous agendas involving the issue of domestic violence and funding opportunities for Sabrina's Place, operated by Total Action for Progress in Roanoke Valley (TAP). This section was removed because the specific objective had been achieved. The Committee noted that the issue of domestic violence remains a critical concern for our community and the City's legislative liaison will remain vigilant in monitoring any proposed legislation in this area.

The Committee approved the proposed Program with the expectation that the proposed 2017 VML Legislative Agenda was adopted substantially as set forth in the draft proposal. VML adopted its 2017 legislative program at its meeting last week and I report to you that the program, as adopted, is substantially similar to the proposed agenda. The only item added to the proposed VML Program was a request to study the fiscal impact and feasibility of providing 5% of lottery proceeds to localities.

Finally, the Committee recommends that Council specifically authorize our legislative liaison to advocate on any other issues that may arise during the 2017 legislative session provided Mr. Catron receives the prior approval of the City Manager and the Chair of the Legislative Committee.

RECOMMENDATION

I recommend that Council adopt the 2017 Legislative Program, as proposed by the Council Legislative Committee by adopting the attached resolution. The proposed resolution specifically authorizes the City's legislative liaison to represent the interests of the City that are not included in this Agenda provided Mr. Catron receives the approval of the City manager and the Chair of the Legislative Committee. The measure also sets November 7, 2016, at 9:00 a.m. as the date on which Council has invited our Legislative delegation to meet with us.

Respectfully submitted,

Raphael E. Ferris

Raphael E. Ferris
Chair, Council Legislative Committee

c: Christopher P. Morrill, City Manager
R. Brian Townsend, Assistant City Manager for Community Development
Sherman M. Stovall, Assistant City Manager for Operations
Daniel J. Callaghan, City Attorney
Troy A. Harmon, Municipal Auditor
Barbara A. Dameron, Director of Finance
Stephanie M. Moon Reynolds, City Clerk
Rob Catron, City Legislative Liaison

Roanoke City Council
2017 Legislative Program

In addition to the local and regional issues discussed below, the Roanoke City Council incorporates the 2017 Legislative Program and policy statements of the Virginia Municipal League into the City Council's 2017 Legislative Program. The 2017 VML Legislative Program and policy statement can be found at http://www.vml.org/Legact.html

I. BUDGET, LOCAL AID, AND LOCAL REVENUES

A. Budget and Unfunded Mandates

The City of Roanoke strongly urges the General Assembly to maintain its commitment to localities by avoiding reductions in local aid. Budget challenges should not be used to shift state service or financial responsibilities from the Commonwealth to localities. Moreover, the General Assembly should oppose any new mandates on localities that are not fully funded by the Commonwealth. The City also opposes the continuation of state mandates for which the Commonwealth proposes to shift the fiscal responsibility for such programs to localities. Roanoke specifically requests the General Assembly to fund the obligations of the Commonwealth set forth in the Line of Duty Act (Sections 9.1-400 through 9.1-408, Code of Virginia (1950) as amended).

B. Local Law Enforcement Funding

Roanoke formally requests that the General Assembly increase HB 599 funding. Local law enforcement agencies confront significant increases in expenses as communities demand improvements in law enforcement practices. As one example, police departments around the Commonwealth are acquiring new equipment and technology to provide body worn cameras for their officers. This recent development comes with significant costs that will increase as technologies improve. The General Assembly should consider these costs and help localities fund these costs. At a minimum, the General Assembly should not limit or eliminate the ability of police departments to use funds from existing forfeiture of property programs involving criminal enterprises.

C. Enhance Local Revenue Collections

Payment of Interest by Localities for Refunds Attributable to Taxpayer Error

The City also recommends amendments to Section 58.1-3916 to eliminate the requirement that localities pay interest on refunds at the same rate that localities charge for delinquent taxes in circumstances where the erroneous assessment is attributable solely to filings made by the taxpayer. A locality should be required to pay interest on such refunds at the lesser of (i) the rate charged for delinquent taxes; or (ii) the average rate earned by the locality during the period in which the amount of the refund were held by the locality. As an example, a taxpayer could

overpay its business tax and apply for a refund based upon a deduction not originally taken by the taxpayer. Under current state code, the locality is required to pay the amount of the refund, together with interest at 10% per annum. This rate of return greatly exceeds current market rates. Taxpayers should not enjoy a windfall return at the expense of the locality for mistakes made by the taxpayer.

D. Tax reform

The City welcomes a discussion, review, and reformation of the current tax structure in the Commonwealth. Meaningful tax reform can only be achieved through a comprehensive effort; piecemeal attempts will not address this critical economic issue. An essential component of any debate on meaningful tax reform must begin with a serious study of the current tax preferences provided to a myriad of interests. These tax preferences cost the Commonwealth billions in revenues annually. Additionally, tax reform must be a balanced approach that allows localities some flexibility in establishing a local tax structure that supports the local and regional economy. An example of a balanced approach is maintaining the current availability of rehabilitation tax credits to allow the restoration and reuse of buildings in communities like Roanoke. This program allows a locality to improve its tax base, enhance its economic core, and improve the quality of life within the community. These factors demonstrate the net benefit to localities and the Commonwealth and therefore warrant the continuation of this tax credit program.

The City urges the General Assembly to refrain from creating further exemptions that are applicable to local revenue sources. The expansion of exemptions with respect to local taxes by the General Assemble limits the ability of localities to allocate the necessary costs of local government across all members of the community. Continued expansion of these exemptions is, in effect, an unfunded mandate imposed on localities.

II. TRANSPORTATION

Transportation infrastructure is essential to economic development, community strength, and quality of life. Transportation infrastructure also contributes to improvements in environmental quality and energy conservation. Roanoke applauds the continued efforts of the Governor and the General Assembly in developing, promoting, and funding a comprehensive and diverse transportation plan for the Commonwealth, and the Roanoke region. The Commonwealth and Roanoke are active partners in the return of passenger rail to the Star City within the next two years. Roanoke appreciates and applauds this commitment from the Commonwealth. Roanoke supports further expansion of passenger rail service throughout Southwest Virginia.

A. Highway Infrastructure

The City urges Congress, the Federal Highway Administration, Governor, General Assembly, and the Virginia Department of Transportation to take all steps necessary to pursue all available funding for improvements to expand and improve the reliability of Interstate 81 and commence construction of Interstate 73 from Interstate 81 to the North Carolina border, including improvements to Interstate 581 and re-designation of Interstate 581 to Interstate 73. These projects are critical components in the improvement of transportation infrastructure in the Roanoke Valley and Southwest Virginia. Improvements in transportation infrastructure and

facilities are essential to the maintenance and expansion of economic development and to improve the safety and reliability of corridors throughout our region. These projects are Roanoke's highest transportation and economic development priorities.

B. Regional Transportation District

The City supports legislation to establish a regional transportation district to support the development and expansion of transportation infrastructure throughout the region. The expansion of transportation infrastructure will enhance and improve economic development opportunities within our region and contribute to the improvement of the quality of life for all residents of our region.

C. Public Transit Funding

Roanoke strongly encourages the General Assembly to maintain support for local public transit programs such as the Valley Metro bus service in Roanoke. Local bus service is a critical component of the overall transportation system in our community and is an important component of our community's quality of life. For many Roanoke residents, bus service is an essential service. A quality bus service will reduce traffic congestion and energy consumption. Roanoke opposes any changes in funding formulas that would reduce current funding for Valley Metro bus system.

III. REGIONAL DEVELOPMENT

Virginia's Blue Ridge is a vibrant area that provides its residents with an exceptional quality of life. The region is ripe for the expansion of development. Regional collaboration is the critical component in continuing the recent successes of our region in bringing exciting new development and economic opportunities to Virginia's Blue Ridge. Roanoke City is committed to working with its local partners in promoting the region and advocating for opportunities that the General Assembly can and should support.

IV. ECONOMIC DEVELOPMENT

A. Historic Rehabilitation Tax Credit Program

Roanoke has utilized Virginia's Historic Rehabilitation Tax Credit program in collaboration with private developers to encourage creative and innovative reuse of historic structures within the City. This tool produces tangible economic benefits that have revitalized development in our City. Historic tax credits encourage private investment to preserve the historic character of our neighborhoods and business districts and spur growth. Roanoke urges the General Assembly and its Joint Subcommittee to Evaluate Tax Preferences to support the Historic Rehabilitation Tax Credit program and reject effort to weaken or eliminate this program.

B. Inland Port Facility

The recently completed upgrade of the Panama Canal presents exciting opportunities for the Commonwealth of Virginia to become the United States center for international trade and

distribution east of the Mississippi River. The Roanoke Region and New River Valley, ideally located at the intersection of Interstates 81 and 77, Route 460, and Heartland and Crescent corridors operated by Norfolk Southern, are experiencing economic expansion by companies with international reach and demand. Our region is also just a few hours away from producers with similar distribution interests in neighboring states. Our region is ideally situated to capitalize upon this significant economic opportunity and facilitate economic development throughout the Commonwealth of Virginia. Roanoke encourages and supports any efforts by the Port of Virginia to evaluate the merits of establishing an inland port facility in the Roanoke Region and the New River Valley.

V. MENTAL HEALTH SERVICES

The proposal to close Catawba Hospital was eliminated from the budget adopted during the 2016 Session of the General Assembly. The urgent issue of adequate, available and accessible mental health care services remains. The City supports actions by the General Assembly to consider all aspects of mental health care for citizens throughout our region and the Commonwealth. These considerations should include legislation to encourage and assist public-private initiatives to address these needs. Furthermore, our local and regional jails are no substitute for a statewide mental health program to address the needs of citizens with mental conditions.

VI. PUBLIC SAFETY

An issue that affects communities throughout the United States is the illegal use of firearms. The City urges Congress and the General Assembly to initiate efforts to adopt pragmatic and effective measures, applicable throughout the country and the Commonwealth, that address this issue. The issue of reducing the illegal use of firearms while protecting individual rights is not solely a local or regional issue. An effective response can only be achieved through a collaborative federal and statewide approach.

As an initial step, the City encourages the General Assembly to add the City to the list of 13 localities listed in Section 18.2-287.4, which lists localities where carrying certain loaded semi-automatic firearms is prohibited.

The City also encourages the General Assembly to authorize localities to adopt measures to limit, prohibit, or restrict the possession of firearms within local public buildings.

VII. ADMINISTRATIVE MATTERS

A. Stormwater Utility Fees

The City strongly supports the General Assembly in its efforts in refusing to create exemptions from local stormwater utility fees for special interest groups or industries. This issue involves the protection of our environment and all businesses, interests, and individuals need to pay their fair share to address this critical issue.

B. Advertising City Procurements

The City supports changing the public notification process competitive negotiation procurement set forth in Section 2.2-4302.2 (2) to mirror the process presently established for competitive sealed bidding in Section 2.2-4302.1 (2). The current process for competitive sealed bidding allows for public notification through the website maintained by the Virginia Department of General Services or other appropriate websites. Localities may also publish a notice in a newspaper of general circulation. The current process for competitive negotiation procurement requires localities to publish notice in a newspaper. This change will allow localities to determine the benefits of alternative publications and whether those benefits warrant the expenditure of public funds to advertise an RFP in the local newspaper. Publishing the procurement on e-Va and on the localities website would negate any requirement to publish the procurement in the local newspaper. Publishing procurements in the local newspaper does not represent the same reach into the government vendor community as publishing on State and local electronic procurement websites. This amendment will allow localities to make the decision on the efficient use of limited resources.

C. Additional General District Court Judge

Roanoke wants to be responsive to its citizens, especially in circumstances where property owners are not in compliance with city code requirements. Presently, city code enforcement actions before the General District Court are limited to one (1) hearing day each calendar month. This limitation causes delays for the City planning and code enforcement staff. In addition, citizens generally, including landlords and tenants, and citizens dealing with traffic enforcement issues, experience significant inconvenience and delays with the lack of an additional General District Court judge. The General Assembly can provide relief from these delays by funding and appointing another judge for the General District Court. One General District Court judge retired in October, 2013 and that position has remained unfilled. As a result, judges from Roanoke County hold sessions in Roanoke City on certain days during each month. Prior to the retirement of one of the three General District Court judges in 2013, code enforcement cases were scheduled on two (2) days each calendar month. Roanoke urges the General Assembly to take action to provide Roanoke with a third General District Court judge.

D. Plastic Bags

The City supports legislation that will enable the City to charge and collect a fee for the use of plastic shopping bags provided by retailers to its customer. The goal of such legislation is to provide the City with a revenue source to fund clean-up actions associated with persistent littering, often in the form of plastic bags discarded by customers of retail stores. These clean-up activities will assist the City in meeting its mandated MS4 stormwater permit requirements and enhance the livability and attractiveness of The Star City of The South.

E. Charter Amendments

The City requests the General Assembly to amend the City's Charter to reduce the requirement that the City Council meet at least two times during each month. The City requests an amendment that will require Council to schedule at least one regular session during each

calendar month. The schedule of sessions for the year beginning each July 1 shall be set at the Council organizational meeting on the first Monday of July. The organizational meeting shall constitute a regular meeting of Council for the month of July. This charter change will provide the Council with flexibility in setting its schedule and remaining transparent to the public in setting that schedule.

F. Smoking in Public Parks

Current state code allows localities to adopt regulations that designate areas in which smoking inside certain public facilities is prohibited. Public facilities are limited to indoor facilities. Localities should be given the authority to designate areas within outdoor facilities such as public parks where smoking is prohibited. Such regulations could prohibit smoking within the entire outdoor public facility. . The legislation would enable localities to adopt measures; the legislation should not mandate action by localities.

G. Local Regulation of Short Term Rentals

Roanoke adopted an ordinance to address the desire of homeowners to rent rooms within their homes for limited stays by guests and the concerns of residents that their residential neighborhoods are becoming commercial districts. The local ordinance is tailored to the unique characteristics of Roanoke's residential districts. The Commonwealth should not usurp this critical local control from localities. Any legislation to regulate operations of short term rentals, such as AirBnB, should not include any preemption of this essential local control of development.

H. Blight

Blighted properties present significant challenges for localities in their efforts to revitalize, support, and sustain their neighborhoods. The General Assembly has provided localities with several tools to address the issue of blighted properties. One challenge persists, however, with respect to the ability of a locality to take immediate action to remove a property that presents a real and imminent danger to public health and safety if a building is in such a deteriorated condition that it presents an immediate risk of collapse. Section 15.2-906 authorizes localities to adopt ordinances to establish procedures for removal of deteriorated buildings. That procedure requires prior notice to the property owner and lien holders of record. Section 15.2-906 also allows for an expedited process in limited circumstances. Roanoke recommends that this statute be amended to allow a locality to take expedited action, without compliance with the various notice provisions, if the building is in immediate danger of collapse. This suggested standard is consistent with provisions of the Statewide Building Code.

I. Miscellaneous code changes

The City recommends the following technical changes to state code:

Amend several section of State Code to provide that various nuisance liens have the same priority and duration as unpaid local real estate tax liens. Currently, state code provides that nuisance liens have the same priority as "unpaid local taxes." The State Code sections that

require this amendment include Section 15.2- 901 B, Section 15.2-906 (4), Section 15.2-907 (3), Section 15.2-908, Section 15.2-908.1 (3), and Section 15.2-1115 B.

Amend Section 15.2-2314 to clarify the protection afforded localities from costs that could be assessed by a court in an appeal of a decision of the local board of zoning appeals. Prior to 2010, the board of zoning appeals was the local governmental body that was named in an appeal. Amendments to State Code in 2010 mandated that the "local governing body" be named in an appeal. The limitation on the assessment of costs was not changed. The recommended amendment would provide that costs cannot be assessed against the locality or the local governing body.

City of Roanoke Public Schools
2017 Legislative Program

I. SCHOOL START DATE

The City and the Schools support amendments to Virginia Code Section 22.1-79.1 that would afford the Roanoke City School Board the discretion to select the School Start Date that best suits the needs of its students and those of the school division. The control of the public school calendar by the local school board would provide local flexibility and control over opening dates to allow the Roanoke City School Board to have time to provide for required remediation and teacher training. Additionally, it would allow the Roanoke City School Board to ensure its schedule does not conflict with the articulation agreement with Virginia Western Community College (Virginia Code Section 23-9.2:3.02) which allows dual enrollment opportunities for its students. RCPS would be able to schedule exams for dual enrollment classes based upon the Virginia Western Community College exam schedule. Furthermore, RCPS believes that additional instructional days prior to administering the Standards of Learning (SOL) tests would result in improved student performance on the SOL tests.

II. FUNDING FOR EDUCATION

The State has a constitutional duty to meet its education funding obligations. The City and the Schools encourage you to do everything possible to significantly increase spending on public education. The Roanoke City Schools is operating with the same level of state funds provided in 2009. The City and Schools support full funding of State education programs including the Standards of Quality, incentive, categorical, and school facilities programs. The City and Schools oppose changes in methodology and changes in the division of financial responsibility that result in a shift of funding responsibility from the State to localities. As an example, the City and Schools oppose the elimination or decrease of State funding for State mandated benefits for school employees.

The City and the Schools oppose policies that lower State contributions to education under the Standards of Quality or other programs, but do nothing to address the cost of meeting the requirements in the Standards of Accreditation and Standards of Learning. The State should not continue to maintain and increase educational requirements while at the same time decreasing State funding. The challenges confronting local schools are compounded because the actual costs incurred by local school divisions in meeting mandates are often much greater than estimated by the Commonwealth. Additionally, the increase in classroom rigor as a result of changes in student performance requirements should be supported by an increase in teacher instructional knowledge and skills. Funds should be allocated to support continuing education for teachers.

Funding for education includes an emphasis on access to enhanced technology to assist all students for the challenges presented by technology based SOL tests. Roanoke City Public Schools has initiated a program to provide eighth graders with lap top computers to address this challenge. As a part of its effort to fulfill its constitutional obligation to education funding, the Commonwealth must include funding for technology that enhance learning as well as the staff development needed for teachers.

8.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION adopting and endorsing a Legislative Program for the City to be presented to the City's delegation to the 2017 Session of the General Assembly; and authorizing the City's legislative liaison to advocate the positions of the City with respect to matters presented during the 2017 Session of the General Assembly.

WHEREAS, the members of City Council are in a unique position to be aware of the legislative needs of this City and its people;

WHEREAS, previous Legislative Programs of the City have been responsible for improving the efficiency of local government and the quality of life for citizens of this City and our Blue Ridge region;

WHEREAS, Council is desirous of again adopting and endorsing a Legislative Program to be advocated by the Council and its representatives at the General Assembly;

WHEREAS, Council is also desirous to authorize its legislative liaison with authority to advocate the position of the City on matters that may affect the City that are not specifically included in its Legislative Program in an efficient and effective manner; and

WHEREAS, the Legislative Committee of City Council has by report, dated October 17, 2016, recommended to Council a Legislative Program to be presented at the 2017 Session of the General Assembly.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that the

1. The Legislative Program transmitted by report of the Legislative Committee, dated October 17, 2016, is hereby adopted and endorsed by the Council as the City's official Legislative Program for the 2017 Session of the General Assembly.

2. Council authorizes the City's legislative liaison to advocate on all matters that arise during the 2017 Session of the General Assembly that may affect the interests of the City. With respect to matters that are not specifically included in the 2017 Legislative Program, the City's legislative liaison shall first advise the Chair or Vice Chair of the Legislative Committee and the City Manager of the particular matter and the position that the City should advocate and shall receive the consent of the Chair or Vice Chair of the Legislative Committee and the City Manager to proceed.

3. A joint meeting of the School Board and City Council will be held on Monday, November 7, 2016, at 9:00 a.m., to present the 2017 Legislative Program to the Senators and Delegates.

ATTEST:

City Clerk.

8.b.

ROANOKE CITY
PUBLIC SCHOOLS
Strong Students. Strong Schools. Strong Cit

School Board

Annette Lewis
Chairman

Lori E. Vaught
Vice Chairman

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

Dr. Rita D. Bishop
Superintendent

Cindy H. Poulton
Clerk of the Board

October 17, 2016

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

Dear Members of Council:

As a result of official School Board action on Tuesday, October 11, 2016, the Board respectfully requests that City Council approve the following appropriation requests:

New Appropriations	Award
Title IV-B Garden City Community Learning Center 2016-17	$174,479.00
Title IV-B Woodrow Wilson Community Learning Center 2016-17	$166,189.00
Title IV-B Round Hill Community Learning Center 2016-17	$168,665.00
Title IV-B Addison Community Learning Center 2016-17	$155,707.00
Title IV-B Hurt Park Community Learning Center 2016-17	$170,945.00
Title IV-B Westside Community Learning Center 2016-17	$170,945.00
Title IV-B William Fleming Community Learning Center 2016-17	$171,128.00
Title IV-B RAMS Community Learning Center 2016-17	$184,810.00
Title IV-B Lincoln Terrace Community Learning Center 2016-17	$145,849.00
Title IV-B Morningside Community Learning Center 2016-17	$189,407.00
Title IV-B Breckinridge Community Learning Center 2016-17	$175,181.00
Title IV-B Jackson Community Learning Center 2016-17	$177,135.00
GEAR UP Virginia - Summer Leadership Academy 2016-17	$26,600.00
GEAR UP Virginia - Tutor.com 2016-17	$21,000.00
School Security Equipment 2016-17	$119,787.50

Revised Appropriations	Additional Award
Title I, Part A, Improving Basic Programs 2016-17	$264,877.38
e-Learning Backpack Initiative 2016-17	$31,520.00

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

Sincerely,

Cindy H. Poulton

Cindy H. Poulton, Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Annette Lewis
Rita D. Bishop
Kathleen Jackson
Lori Ramey (w/details)

8.6.

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **School Board Appropriation Request**

Background:

As the result of official Roanoke City School Board action at its October 11, 2016 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The 21st Century Community Learning Center 2016-17 grant of $2,050,440 supports Garden City Elementary ($174,479), Woodrow Wilson Elementary ($166,189), Round Hill Elementary $168,665), Addison Middle ($155,707), Hurt Park Elementary ($170,945), Westside Elementary ($170,945), William Fleming ($171,128), Roanoke Academy of Math and Science ($184,810), Lincoln Terrace ($145,849), Morningside Elementary ($189,407), Breckinridge Middle ($175,181), and Jackson Middle ($177,135) schools in an effort to address the critical attendance, academic, and parental involvement needs of the school. The program will be fully reimbursed by federal funds and will end September 30, 2018. This is a continuing program.

The GEAR UP Virginia - Summer Leadership Academy (GUV) 2015-16 grant of $26,600 has accepted Addison, Breckinridge, Madison, Jackson, and Wilson Middle Schools as participants in the GEAR UP Virginia (GUV) - Summer Leadership Academy program. GEAR UP Virginia - Summer Leadership Academy encourages students from diverse backgrounds to identify their leadership skills and abilities through a variety of activities. The program will be fully reimbursed by state funds and will end August 31, 2016.

The GEAR UP Virginia -Tutor.com (GUV) 2016-17 grant of $21,000 has accepted William Fleming and Patrick Henry High Schools as participants in the GEAR UP Virginia (GUV) - Tutor.com program. This program will help improve the number of students graduating from high school with an Advanced Diploma. The program will be reimbursed by State funds and will end August 31, 2017.

The School Security Equipment 2016-17 grant of $119,788 will provide funding to assist sixteen Roanoke City Public Schools with upgrades to its existing security camera systems. Grant expenses will be paid on a reimbursement basis out of State funds, and through the 25% required local match. This program will end June 30, 2017.

The Title I, Part A, Improving Basic Programs 2016-17 grant increase of $264,877 is based on the final award allocations made by the Virginia Department of Education. The grant period will end September 30, 2018. This is a continuing program.

The e-Learning Backpack Initiative 2016-17 grant increase of $31,520 aligns the appropriation with the final award amount. This additional funding will assist with expanding the Portable Anytime Student Systems (PASS) laptop initiative to include the ninth grade at William Fleming High School. The program will end June 30, 2017.

Recommended Action:

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

Barbara A. Dameron
Director of Finance

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

8.b.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal and Commonwealth grants and the Schools general funds for various educational programs, amending and reordaining certain sections of the 2016-2017 School Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Teachers	302 - 110 - 1102 - 0300 - 123L - 61100 - 41121 - 2 - 05	$ 39,408
Program Coordinator/Site Manager	302 - 110 - 1102 - 0300 - 123L - 61100 - 41124 - 2 - 05	22,219
Activity Assistants	302 - 110 - 1102 - 0300 - 123L - 61100 - 41141 - 2 - 05	39,491
Retiree Health	302 - 110 - 1102 - 0300 - 123L - 61100 - 42200 - 2 - 05	60
Social Security	302 - 110 - 1102 - 0300 - 123L - 61100 - 42201 - 2 - 05	6,863
VRS	302 - 110 - 1102 - 0300 - 123L - 61100 - 42202 - 2 - 05	794
Medical/Dental	302 - 110 - 1102 - 0300 - 123L - 61100 - 42204 - 2 - 05	2,563
Group Life	302 - 110 - 1102 - 0300 - 123L - 61100 - 42205 - 2 - 05	72
Professional Contracted Services	302 - 110 - 1102 - 0300 - 123L - 61100 - 43313 - 2 - 05	25,330
Professional Transportation	302 - 110 - 1102 - 0300 - 123L - 61100 - 43343 - 2 - 05	27,300
Travel - Meals & Lodging	302 - 110 - 1102 - 0300 - 123L - 61100 - 45553 - 2 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0300 - 123L - 61100 - 46614 - 2 - 05	8,172
Teachers	302 - 110 - 1102 - 0150 - 125L - 61100 - 41121 - 2 - 05	44,880
Program Coordinator/Site Manager	302 - 110 - 1102 - 0150 - 125L - 61100 - 41124 - 2 - 05	19,065
Activity Assistants	302 - 110 - 1102 - 0150 - 125L - 61100 - 41141 - 2 - 05	34,446
Retiree Health	302 - 110 - 1102 - 0150 - 125L - 61100 - 42200 - 2 - 05	78
Social Security	302 - 110 - 1102 - 0150 - 125L - 61100 - 42201 - 2 - 05	6,665
VRS	302 - 110 - 1102 - 0150 - 125L - 61100 - 42202 - 2 - 05	1,036
Medical/Dental	302 - 110 - 1102 - 0150 - 125L - 61100 - 42204 - 2 - 05	4,447
Group Life	302 - 110 - 1102 - 0150 - 125L - 61100 - 42204 - 2 - 05	93
Professional Contracted Services	302 - 110 - 1102 - 0150 - 125L - 61100 - 43313 - 2 - 05	23,750
Professional Transportation	302 - 110 - 1102 - 0150 - 125L - 61100 - 43343 - 2 - 05	24,000
Travel - Meals & Lodging	302 - 110 - 1102 - 0150 - 125L - 61100 - 45553 - 2 - 05	2,729
Educational & Recreational Supplies	302 - 110 - 1102 - 0150 - 125L - 61100 - 46614 - 2 - 05	5,000
Teachers	302 - 110 - 1102 - 0430 - 127L - 61100 - 41121 - 2 - 05	36,912
Program Coordinator/Site Manager	302 - 110 - 1102 - 0430 - 127L - 61100 - 41124 - 2 - 05	20,419
Activity Assistants	302 - 110 - 1102 - 0430 - 127L - 61100 - 41141 - 2 - 05	38,090
Retiree Health	302 - 110 - 1102 - 0430 - 127L - 61100 - 42200 - 2 - 05	60
Social Security	302 - 110 - 1102 - 0430 - 127L - 61100 - 42201 - 2 - 05	6,427
VRS	302 - 110 - 1102 - 0430 - 127L - 61100 - 42202 - 2 - 05	794
Medical/Dental	302 - 110 - 1102 - 0430 - 127L - 61100 - 42204 - 2 - 05	2,565
Group Life	302 - 110 - 1102 - 0430 - 127L - 61100 - 42205 - 2 - 05	72

Professional Contracted Services	302 - 110 - 1102 - 0430 - 127L - 61100 - 43313 - 2 - 05	$ 29,940
Professional Transportation	302 - 110 - 1102 - 0430 - 127L - 61100 - 43343 - 2 - 05	26,520
Travel - Meals & Lodging	302 - 110 - 1102 - 0430 - 127L - 61100 - 45553 - 2 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0430 - 127L - 61100 - 46614 - 2 - 05	4,659
Teachers	302 - 110 - 1102 - 0280 - 139L - 61100 - 41121 - 3 - 05	20,040
Program Coordinator/Site Manager	302 - 110 - 1102 - 0280 - 139L - 61100 - 41124 - 3 - 05	25,369
Activity Assistants	302 - 110 - 1102 - 0280 - 139L - 61100 - 41141 - 3 - 05	37,587
Retiree Health	302 - 110 - 1102 - 0280 - 139L - 61100 - 42200 - 3 - 05	60
Social Security	302 - 110 - 1102 - 0280 - 139L - 61100 - 42201 - 3 - 05	5,395
VRS	302 - 110 - 1102 - 0280 - 139L - 61100 - 42202 - 3 - 05	794
Medical/Dental	302 - 110 - 1102 - 0280 - 139L - 61100 - 42202 - 3 - 05	2,564
Group Life	302 - 110 - 1102 - 0280 - 139L - 61100 - 42205 - 3 - 05	71
Professional Contracted Services	302 - 110 - 1102 - 0280 - 139L - 61100 - 43313 - 3 - 05	30,639
Professional Transportation	302 - 110 - 1102 - 0280 - 139L - 61100 - 43343 - 3 - 05	26,910
Travel - Meals & Lodging	302 - 110 - 1102 - 0280 - 139L - 61100 - 45553 - 3 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0280 - 139L - 61100 - 46614 - 3 - 05	4,071
Teachers	302 - 110 - 1102 - 0420 - 141L - 61100 - 41121 - 2 - 05	36,912
Program Coordinator/Site Manager	302 - 110 - 1102 - 0420 - 141L - 61100 - 41124 - 2 - 05	20,419
Activity Assistants	302 - 110 - 1102 - 0420 - 141L - 61100 - 41141 - 2 - 05	39,491
Retiree Health	302 - 110 - 1102 - 0420 - 141L - 61100 - 42200 - 2 - 05	60
Social Security	302 - 110 - 1102 - 0420 - 141L - 61100 - 42201 - 2 - 05	6,534
VRS	302 - 110 - 1102 - 0420 - 141L - 61100 - 42202 - 2 - 05	794
Medical/Dental	302 - 110 - 1102 - 0420 - 141L - 61100 - 42204 - 2 - 05	2,565
Group Life	302 - 110 - 1102 - 0420 - 141L - 61100 - 42205 - 2 - 05	72
Professional Contracted Services	302 - 110 - 1102 - 0420 - 141L - 61100 - 43313 - 2 - 05	31,340
Professional Transportation	302 - 110 - 1102 - 0420 - 141L - 61100 - 43343 - 2 - 05	26,520
Travel - Meals & Lodging	302 - 110 - 1102 - 0420 - 141L - 61100 - 45553 - 2 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0420 - 141L - 61100 - 46614 - 2 - 05	4,031
Teachers	302 - 110 - 1102 - 0350 - 142L - 61100 - 41121 - 2 - 05	37,776
Program Coordinator/Site Manager	302 - 110 - 1102 - 0350 - 142L - 61100 - 41124 - 2 - 05	20,419
Activity Assistants	302 - 110 - 1102 - 0350 - 142L - 61100 - 41141 - 2 - 05	39,490
Retiree Health	302 - 110 - 1102 - 0350 - 142L - 61100 - 42200 - 2 - 05	60
Social Security	302 - 110 - 1102 - 0350 - 142L - 61100 - 42201 - 2 - 05	6,600
VRS	302 - 110 - 1102 - 0350 - 142L - 61100 - 42202 - 2 - 05	794
Medical/Dental	302 - 110 - 1102 - 0350 - 142L - 61100 - 42204 - 2 - 05	2,563
Group Life	302 - 110 - 1102 - 0350 - 142L - 61100 - 42205 - 2 - 05	72
Professional Contracted Services	302 - 110 - 1102 - 0350 - 142L - 61100 - 43313 - 2 - 05	29,840
Professional Transportation	302 - 110 - 1102 - 0350 - 142L - 61100 - 43343 - 2 - 05	26,520
Travel - Meals & Lodging	302 - 110 - 1102 - 0350 - 142L - 61100 - 45553 - 2 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0350 - 142L - 61100 - 46614 - 2 - 05	4,604
Teachers	302 - 110 - 1102 - 0400 - 143L - 61100 - 41121 - 3 - 05	49,368
Program Coordinator/Site Manager	302 - 110 - 1102 - 0400 - 143L - 61100 - 41124 - 3 - 05	19,065
Activity Assistants	302 - 110 - 1102 - 0400 - 143L - 61100 - 41141 - 3 - 05	18,990
Retiree Health	302 - 110 - 1102 - 0400 - 143L - 61100 - 42200 - 3 - 05	78
Social Security	302 - 110 - 1102 - 0400 - 143L - 61100 - 42201 - 3 - 05	5,826
VRS	302 - 110 - 1102 - 0400 - 143L - 61100 - 42202 - 3 - 05	1,036
Medical/Dental	302 - 110 - 1102 - 0400 - 143L - 61100 - 42204 - 3 - 05	4,447
Group Life	302 - 110 - 1102 - 0400 - 143L - 61100 - 42205 - 3 - 05	93
Professional Contracted Services	302 - 110 - 1102 - 0400 - 143L - 61100 - 43313 - 3 - 05	43,214
Professional Transportation	302 - 110 - 1102 - 0400 - 143L - 61100 - 43343 - 3 - 05	21,120
Travel - Meals & Lodging	302 - 110 - 1102 - 0400 - 143L - 61100 - 45553 - 3 - 05	2,891
Educational & Recreational	302 - 110 - 1102 - 0400 - 143L - 61100 - 46614 - 3 - 05	5,000

Supplies		
Teachers	302 - 110 - 1102 - 0220 - 148L - 61100 - 41121 - 2 - 05	$ 39,564
Program Coordinator/Site Manager	302 - 110 - 1102 - 0220 - 148L - 61100 - 41124 - 2 - 05	25,369
Activity Assistants	302 - 110 - 1102 - 0220 - 148L - 61100 - 41141 - 2 - 05	45,987
Retiree Health	302 - 110 - 1102 - 0220 - 148L - 61100 - 42200 - 2 - 05	60
Social Security	302 - 110 - 1102 - 0220 - 148L - 61100 - 42201 - 2 - 05	7,612
VRS	302 - 110 - 1102 - 0220 - 148L - 61100 - 42202 - 2 - 05	7 94
Medical/Dental	302 - 110 - 1102 - 0220 - 148L - 61100 - 42204 - 2 - 05	2,565
Group Life	302 - 110 - 1102 - 0220 - 148L - 61100 - 42205 - 2 - 05	72
Professional Contracted Services	302 - 110 - 1102 - 0220 - 148L - 61100 - 43313 - 2 - 05	25,880
Professional Transportation	302 - 110 - 1102 - 0220 - 148L - 61100 - 43343 - 2 - 05	27,300
Travel - Meals & Lodging	302 - 110 - 1102 - 0220 - 148L - 61100 - 45553 - 2 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0220 - 148L - 61100 - 46614 - 2 - 05	7,400
Teachers	302 - 110 - 1102 - 0340 - 149L - 61100 - 41121 - 2 - 05	20,040
Program Coordinator/Site Manager	302 - 110 - 1102 - 0340 - 149L - 61100 - 41124 - 2 - 05	22,219
Activity Assistants	302 - 110 - 1102 - 0340 - 149L - 61100 - 41141 - 2 - 05	37,587
Retiree Health	302 - 110 - 1102 - 0340 - 149L - 61100 - 42200 - 2 - 05	60
Social Security	302 - 110 - 1102 - 0340 - 149L - 61100 - 42201 - 2 - 05	5,235
VRS	302 - 110 - 1102 - 0340 - 149L - 61100 - 42202 - 2 - 05	794
Medical/Dental	302 - 110 - 1102 - 0340 - 149L - 61100 - 42204 - 2 - 05	2,935
Group Life	302 - 110 - 1102 - 0340 - 149L - 61100 - 42205 - 2 - 05	72
Professional Contracted Services	302 - 110 - 1102 - 0340 - 149L - 61100 - 43313 - 2 - 05	24,860
Professional Transportation	302 - 110 - 1102 - 0340 - 149L - 61100 - 43343 - 2 - 05	26,520
Travel - Meals & Lodging	302 - 110 - 1102 - 0340 - 149L - 61100 - 45553 - 2 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0340 - 149L - 61100 - 46614 - 2 - 05	3,320
Teachers	302 - 110 - 1102 - 0060 - 150L - 61100 - 41121 - 2 - 05	49,368
Program Coordinator/Site Manager	302 - 110 - 1102 - 0060 - 150L - 61100 - 41124 - 2 - 05	19,065
Activity Assistants	302 - 110 - 1102 - 0060 - 150L - 61100 - 41141 - 2 - 05	54,102
Retiree Health	302 - 110 - 1102 - 0060 - 150L - 61100 - 42200 - 2 - 05	78
Social Security	302 - 110 - 1102 - 0060 - 150L - 61100 - 42201 - 2 - 05	8,512
VRS	302 - 110 - 1102 - 0060 - 150L - 61100 - 42202 - 2 - 05	1,036
Medical/Dental	302 - 110 - 1102 - 0060 - 150L - 61100 - 42204 - 2 - 05	4,447
Group Life	302 - 110 - 1102 - 0060 - 150L - 61100 - 42205 - 2 - 05	93
Professional Contracted Services	302 - 110 - 1102 - 0060 - 150L - 61100 - 43313 - 2 - 05	20,815
Professional Transportation	302 - 110 - 1102 - 0060 - 150L - 61100 - 43343 - 2 - 05	24,000
Travel - Meals & Lodging	302 - 110 - 1102 - 0060 - 150L - 61100 - 45553 - 2 - 05	2,891
Educational & Recreational Supplies	302 - 110 - 1102 - 0060 - 150L - 61100 - 46614 - 2 - 05	5,000
Teachers	302 - 110 - 1102 - 0210 - 158L - 61100 - 41121 - 3 - 05	41,940
Program Coordinator/Site Manager	302 - 110 - 1102 - 0210 - 158L - 61100 - 41124 - 3 - 05	20,419
Activity Assistants	302 - 110 - 1102 - 0210 - 158L - 61100 - 41141 - 3 - 05	40,904
Retiree Health	302 - 110 - 1102 - 0210 - 158L - 61100 - 42200 - 3 - 05	60
Social Security	302 - 110 - 1102 - 0210 - 158L - 61100 - 42201 - 3 - 05	7,028
VRS	302 - 110 - 1102 - 0210 - 158L - 61100 - 42202 - 3 - 05	794
Medical/Dental	302 - 110 - 1102 - 0210 - 158L - 61100 - 42204 - 3 - 05	2,563
Group Life	302 - 110 - 1102 - 0210 - 158L - 61100 - 42205 - 3 - 05	72
Professional Contracted Services	302 - 110 - 1102 - 0210 - 158L - 61100 - 43313 - 3 - 05	28,290
Professional Transportation	302 - 110 - 1102 - 0210 - 158L - 61100 - 43343 - 3 - 05	26,910
Travel - Meals & Lodging	302 - 110 - 1102 - 0210 - 158L - 61100 - 45553 - 3 - 05	2,207
Educational & Recreational Supplies	302 - 110 - 1102 - 0210 - 158L - 61100 - 46614 - 3 - 05	3,994
Teachers	302 - 110 - 1102 - 0230 - 160L - 61100 - 41121 - 3 - 05	44,880
Program Coordinator/Site Manager	302 - 110 - 1102 - 0230 - 160L - 61100 - 41124 - 3 - 05	19,065

Activity Assistants	302 - 110 - 1102 - 0230 - 160L - 61100 - 41141 - 3 - 05	$ 4,446
Retiree Health	302 - 110 - 1102 - 0230 - 160L - 61100 - 42200 - 3 - 05	78
Social Security	302 - 110 - 1102 - 0230 - 160L - 61100 - 42200 - 3 - 05	7,821
VRS	302 - 110 - 1102 - 0230 - 160L - 61100 - 42202 - 3 - 05	1,036
Medical/Dental	302 - 110 - 1102 - 0230 - 160L - 61100 - 42204 - 3 - 05	4,447
Group Life	302 - 110 - 1102 - 0230 - 160L - 61100 - 42205 - 3 - 05	93
Professional Contracted Services	302 - 110 - 1102 - 0230 - 160L - 61100 - 43313 - 3 - 05	39,140
Professional Transportation	302 - 110 - 1102 - 0230 - 160L - 61100 - 43343 - 3 - 05	19,200
Travel - Meals & Lodging	302 - 110 - 1102 - 0230 - 160L - 61100 - 45553 - 3 - 05	2,729
Educational & Recreational Supplies	302 - 110 - 1102 - 0230 - 160L - 61100 - 46614 - 3 - 05	4,200
Travel Conventions/Education	302 - 110 - 0000 - 0280 - 320K - 61210 - 45554 - 3 - 00	5,320
Travel Conventions/Education	302 - 110 - 0000 - 0210 - 320K - 61210 - 45554 - 3 - 00	5,320
Travel Conventions/Education	302 - 110 - 0000 - 0450 - 320K - 61210 - 45554 - 3 - 00	5,320
Travel Conventions/Education	302 - 110 - 0000 - 0230 - 320K - 61210 - 45554 - 3 - 00	5,320
Travel Conventions/Education	302 - 110 - 0000 - 0150 - 320K - 61210 - 45554 - 3 - 00	5,320
Professional Services	302 - 110 - 0000 - 0390 - 321L - 61210 - 43381 - 3 - 00	10,500
Professional Services	302 - 110 - 0000 - 0400 - 321L - 61210 - 43381 - 3 - 00	10,500
Equipment (Security camera system)	302 - 253 - 0000 - 0000 - 375L - 68300 - 48821 - 9 - 00	119,788
Personal Services	302 - 110 - 0000 - 0000 - 132L - 61100 - 41121 - 3 - 01	112,500
Personal Services - Parental Involvement	302 - 110 - PINV - 0000 - 132L - 61100 - 41121 - 3 - 01	(1,000)
Benefits	302 - 110 - 0000 - 0000 - 132L - 61210 - 42204 - 3 - 01	52,360
Benefits - Parental Involvement	302 - 110 - PINV - 0000 - 132L - 61210 - 42204 - 3 - 01	(164)
Internal Printing - Parental Involvement	302 - 110 - PINV - 1000 - 132L - 61310 - 44450 - 9 - 01	1,906
Indirect Cost	302 - 000 - INDC - 0000 - 132L - 00000 - 62000 - 0 - 00	4,460
Materials & Supplies	302 - 110 - 0000 - 0000 - 132L - 61100 - 46613 - 2 - 01	92,910
Materials & Supplies - Parental Involvement	302 - 110 - PINV - 0000 - 132L - 61310 - 46613 - 9 - 00	1,906
Technology Hardware Additions	302 - 280 - PASS - 0400 - 380L - 68200 - 48210 - 3 - 01	31,520
Revenues		
Federal Grant Receipts	302 - 000 - 0000 - 0300 - 123L - 00000 - 38287 - 0 - 00	$ 174,479
Federal Grant Receipts	302 - 000 - 0000 - 0150 - 125L - 00000 - 38287 - 0 - 00	166,189
Federal Grant Receipts	302 - 000 - 0000 - 0430 - 127L - 00000 - 38287 - 0 - 00	168,665
Federal Grant Receipts	302 - 000 - 0000 - 0280 - 139L - 00000 - 38287 - 0 - 00	155,707
Federal Grant Receipts	302 - 000 - 0000 - 0420 - 141L - 00000 - 38287 - 0 - 00	170,945
Federal Grant Receipts	302 - 000 - 0000 - 0350 - 142L - 00000 - 38287 - 0 - 00	170,945
Federal Grant Receipts	302 - 000 - 0000 - 0400 - 143L - 00000 - 38287 - 0 - 00	171,128
Federal Grant Receipts	302 - 000 - 0000 - 0220 - 148L - 00000 - 38287 - 0 - 00	184,810
Federal Grant Receipts	302 - 000 - 0000 - 0340 - 149L - 00000 - 38287 - 0 - 00	145,849
Federal Grant Receipts	302 - 000 - 0000 - 0060 - 150L - 00000 - 38287 - 0 - 00	189,407
Federal Grant Receipts	302 - 000 - 0000 - 0210 - 158L - 00000 - 38287 - 0 - 00	175,181
Federal Grant Receipts	302 - 000 - 0000 - 0230 - 160L - 00000 - 38287 - 0 - 00	177,135
Federal Grant Receipts	302 - 000 - 0000 - 0000 - 132L - 00000 - 38010 - 0 - 00	264,878
State Grant Receipts	302 - 000 - 0000 - 0000 - 320K - 00000 - 32462 - 0 - 00	26,600
State Grant Receipts	302 - 000 - 0000 - 0000 - 321L - 00000 - 32462 - 0 - 00	21,000
State Grant Receipts	302 - 000 - 0000 - 0000 - 375L - 00000 - 32400 - 0 - 00	95,830
State Grant Receipts	302 - 280 - PASS - 0400 - 380L - 00000 - 32366 - 0 - 00	27,600
Local Match	302 - 000 - 0000 - 0000 - 375L - 00000 - 72000 - 0 - 00	23,958
Local Match	302 - 280 - PASS - 0400 - 380L - 00000 - 72000 - 0 - 00	3,920

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.

10.b.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION designating a Voting Delegate and Alternate Voting Delegate for the Annual Business Session of the National League of Cities Congress of Cities and Exposition.

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

1. The Honorable _____, Council Member, is hereby designated Voting Delegate on behalf of the City of Roanoke, Virginia, for the Business Session for the Annual National League of Cities Congress of Cities and Exposition to be held on Saturday, November 16, 2016, in Pittsburgh, Pennsylvania.

2. The Honorable _____, Council Member, is hereby designated Alternate Voting Delegate on behalf of the City of Roanoke, Virginia, for the Business Session for the Annual National League of Cities Congress of Cities and Exposition to be held on Saturday, November 16, 2016, in Pittsburgh, Pennsylvania.

3. The City Clerk is directed to take any action required by the National League of Cities with respect to certification of the City's official Voting Delegate and Alternate Voting Delegate.

ATTEST:

City Clerk.

B.1.

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **Request by Nada and Mounir Melki and Ernie Littlefield to vacate an unused approximately 10 foot wide alley extending between the western boundary of Official Tax Nos. 2222110, 2222119 and 2222108 and along the eastern boundary of Official Tax No. 2222107 and to vacate an unused approximately 5 foot wide alley extending from the intersection with 11th Street N.W. between Official Tax Nos. 2222108 and 2222119 to connect with the aforementioned 10 foot wide alley.**

Recommendation:
The Planning Commission held a public hearing on Monday, October 10, 2016. By a vote of 5-0, the Commission recommended approval for the vacation of right-of-way as requested contingent upon the following conditions:

1. The applicants shall submit a subdivision plat to the Agent for the Planning Commission, receive all required approvals of, and record the plat with the Clerk of the Circuit Court for the City of Roanoke. Such plat shall combine all properties which would otherwise dispose of the land within the right-of-way to be vacated in a manner consistent with law, and retain appropriate easements for the installation and maintenance of any and all existing utilities that may be located within the right-of-way, including the right of ingress and egress. In coordination of the vacation, the applicants will pay for the value of the right-of-way. The value of the vacation of the public's right to use the subject right-of-way is $3,778.

2. Upon meeting all conditions to the granting of the application, the applicants shall deliver a certified copy of this ordinance for recordation to the Clerk of the Circuit Court of Roanoke, Virginia, indexing the same in the name of the City of Roanoke, Virginia, as Grantor, and in the name of the petitioner, and the names of any other parties in interest who may so request, as Grantees. The applicant shall pay such fees and charges as are required by the Clerk to effect such recordation.

3. Upon recording a certified copy of this ordinance with the Clerk of the Circuit Court of the City of Roanoke, Virginia, the applicant shall file with the Engineer for the City of Roanoke, Virginia, the Clerk's receipt, demonstrating that such recordation has occurred.

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

Application Information

Request:	Alley Vacation
Adjoining Owner/applicant	Nada and Mounir Melki (NND LLC.) and
Ernie Littlefield	
City Staff Person:	Wayne Leftwich
Site Address/Location:	11th and Orange
Official Tax Nos. of adjoining properties:	2222110, 2222119, 2222107, and 2222108
Site Area:	+/- 2,570 Square Feet
Existing Zoning:	CN, Neighborhood Commercial and MX, Mixed Use
Proposed Zoning:	CN, Neighborhood Commercial and MX, Mixed Use
Existing Land Use:	Commercial and Vacant
Proposed Land Use:	Commercial and Vacant
Neighborhood Plan:	Harrison / Washington Park

Background
The applicants seek to vacate an unused 10 foot wide alley extending behind the commercial properties located on the southwest corner of 11th Street N.W. and Orange Avenue intersection and an unused 5 foot wide alley that extends between the two properties to connect with the aforementioned 10 foot wide alley segment. Collectively, the joint applicants own all of the parcels adjacent to the two alleys.

Considerations
The vacated alleys will be purchased from the City for a total cost of $3,778 with ownership transferred to adjacent property owners Ernie Littlefield as legal owner of parcel numbers 2222110, 720 11th Street N.W., and 2222119, 724 11th Street N.W., and Nada and Mounir Melki as legal owners of adjacent parcel numbers 2222108, 1102 Orange Avenue N.W., and 2222107, a vacant lot along Orange Avenue N.W..

Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	MX, Mixed Use & CN, Neigh. Comm	Residential, Vacant
South	CN, Neigh. Comm. & RM-1, Res. Mixed	Vacant
East	CN, Neighborhood Commercial	Commercial
West	MX, Mixed Use	Vacant

Compliance with the Zoning Ordinance:
The zoning map will not be impacted by the vacation.

Conformity with the Comprehensive Plan and Neighborhood Plan:
The City's Comprehensive Plan states that village centers will be pursued as an economic development strategy to strengthen neighborhoods and the City's economy. The Harrison & Washington Park Neighborhood Plan designates a village center along Eleventh Street between Orange and Centre Avenues. The areas immediately surrounding the village center are designated for higher-density residential development. The proposed alley vacation is consistent with this policy.

The Harrison & Washington Park Neighborhood Plan also calls for identification of vacant lots to be developed in a manner consistent with the policies of this plan. The proposed alley vacation is consistent with this policy.

Public Utilities:
Roanoke Gas and Verizon do not oppose the proposed alley vacation

City Department Comments:
Economic Development has no objections to the alley vacation.

The Fire Department stated that it no comments regarding the alley vacation.

Planning Commission Work Session:
None

Public Comments:
None

Kermit Hale/tmc

Kermit Hale, Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney
Nada and Mounir Melki, NND LLC
Ernie Littlefield

ROANOKE

APPLICATION

STREET OR ALLEY VACATION

RECEIVED
AUG 10 2016
CITY OF ROANOKE
PLANNING BUILDING &

Date: 8-1-16

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

☑ Original Application

☐ Amended Application No. _____

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

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

Location and description of street or alley to be closed: 1102 ORange AVE NW and 720-724 11th St NW Both in Roanoke VA 24017 (The Alley already Closed. The Alley run perpendicular from ORange AV to the Alley that run from 11th to 12th St.

Proposed use of vacated street or alley: Just to have it and to maintain it with our adjacen properties

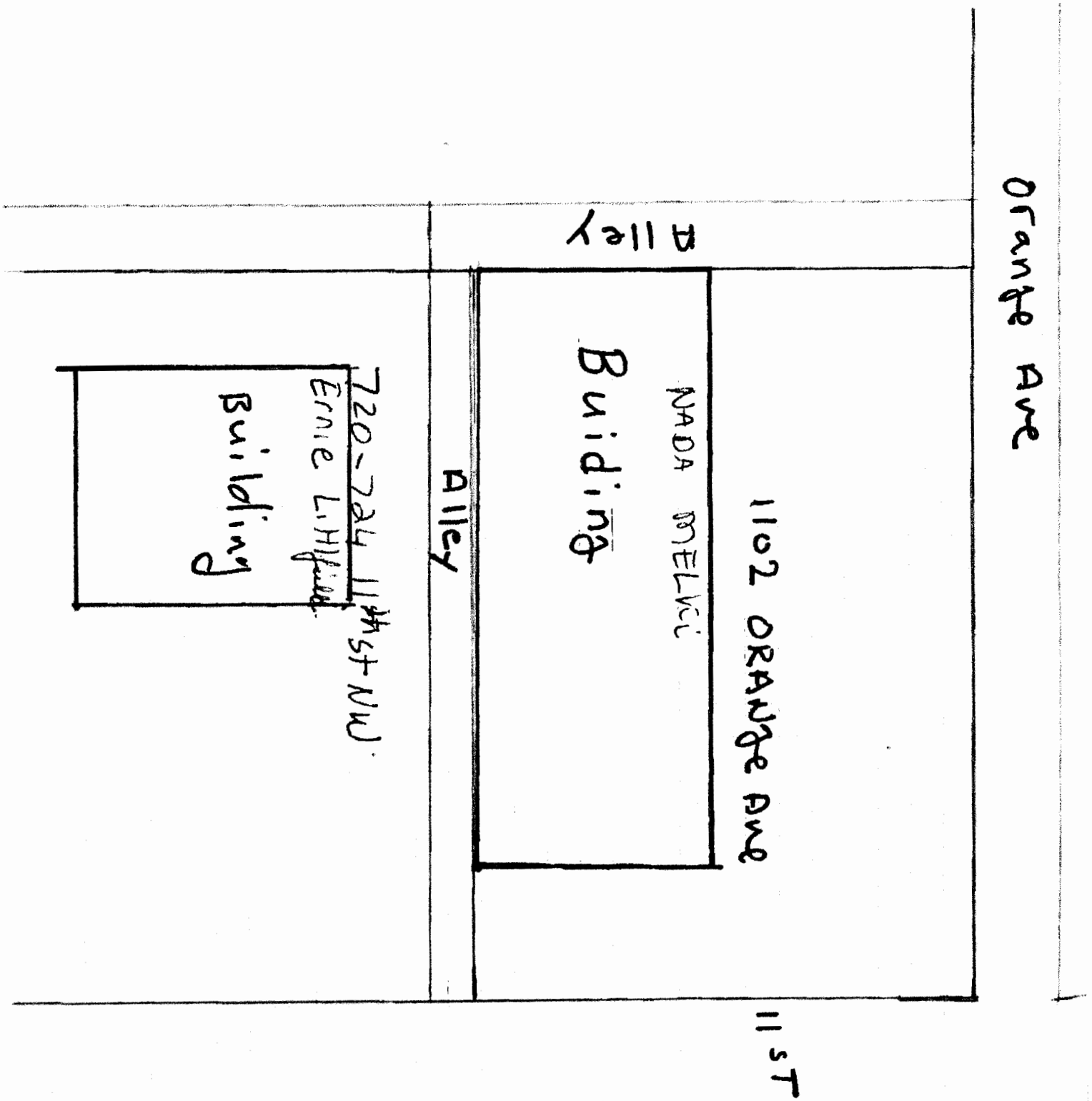
Name of Applicant/Contact Person: NADA & Mounie Melki / Ernie Littlefield (540)-798-3028

Mailing Address: 1102 ORANGE AV NW Roanoke VA 24017

Telephone: 540 556-4231 Fax: ( ) _____ E-mail: Nhappy@Sw.OAL.com
540 556-1212

Applicant(s) signature(s): Nada Melki Mounie Melki

Weather Shield®
Premium Windows & Doors



Weather Shield Mfg., Inc. PO Box 309 Medford, Wisconsin 54451 715 748-2100
www.weathersh eld.com

ALLEY VACATION REQUEST
1102 Orange Avenue NW (11th and Orange)

SSC 10/17/16

B.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE permanently vacating, discontinuing and closing two public rights-of-way in the City of Roanoke, the first of which extends in a southern direction from its perpendicular intersection with Orange Avenue, N.W., and the second of which extends in a western direction from its perpendicular intersection with 11th Street, N.W., as more particularly described hereinafter; and dispensing with the second reading of this ordinance by title.

WHEREAS, Nada and Mounir Melki and Ernie Littlefield filed an application with the Council of the City of Roanoke, Virginia ("City Council"), in accordance with law, requesting City Council to permanently vacate, discontinue and close certain public rights-of-way described hereinafter;

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

WHEREAS, a public hearing was held on such application by City Council on October 17, 2016, after due and timely notice thereof as required by §30-14, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on such application;

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

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

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

> an unused 10 foot wide alley extending between the western boundary of Official Tax Map Nos. 2222110, 2222119 and 2222108 and along the eastern boundary of Official Tax Map No. 2222107, and an unused approximately 5 foot alley extending from the intersection with 11th Street, N.W., between Official Tax Map Nos. 2222108 and 2222119 to connect with the aforementioned unused 10 foot wide alley

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

of use or permanent removal from the above-described public rights-of-way of any such municipal installation or other utility or facility by the owner thereof.

BE IT FURTHER ORDAINED that the applicants shall submit to the Subdivision Agent, receive all required approvals of, and record with the Clerk of the Circuit Court for the City of Roanoke, a subdivision plat, with such plat combining all properties which would otherwise dispose of the land within the rights-of-way to be vacated in a manner consistent with law, and retaining appropriate easements, together with the right of ingress and egress over the same, for the installation and maintenance of any and all existing utilities that may be located within the rights-of-way.

BE IT FURTHER ORDAINED that prior to receiving all required approvals of the subdivision plat referenced in the previous paragraph, the applicants shall give to the Treasurer for the City of Roanoke a certified check or cash in the amount of three thousand seven hundred seventy-eight dollars and no cents ($3,778.00) as consideration pursuant to Section 15.2-2008, Code of Virginia (1950), as amended, for the vacated rights-of-way.

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

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

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

BE IT FINALLY ORDAINED that pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

B.2.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: October 17, 2016

Subject: Application by Fisher Properties, LLC to repeal conditions proffered as part of a previous rezoning at 2701 and 2707 Brambleton Avenue, S.W., bearing Official Tax Nos. 1650326 and 1650325, respectively.

Recommendation

The Planning Commission held a public hearing on Monday, October 10, 2016. By a vote of 5 - 0, the Commission recommended approval of the rezoning request, finding that the Original Application is consistent with the City's Comprehensive Plan, *Grandin Court Neighborhood Plan*, and Zoning Ordinance as the repeal of all of the existing proffered conditions will allow the property to be used in manner appropriate to the surrounding area.

Application Information

Request:	Amendment of Proffered Conditions
Owner:	Fisher Properties LLC
Applicant:	Same as above
Authorized Agent:	Jeffrey Wood, Rife + Wood Architects
City Staff Person:	Katharine Gray, Land Use and Urban Design Planner
Site Address/Location:	2701 and 2707 Brambleton Avenue, S.W.
Official Tax Nos.:	1650326 and 1650325, respectively
Site Area:	Approximately 0.9755 acres
Existing Zoning:	MX, Mixed Use District, with conditions
Proposed Zoning:	MX, Mixed Use District
Existing Land Use:	office, general or professional
Proposed Land Use:	office, general or professional
Neighborhood Plan:	*Grandin Court Neighborhood Plan*
Specified Future Land Use:	Neighborhood Commercial
Filing Date:	Original Application: August 25, 2016

Background

In 1986, property at the intersection of Brambleton Avenue, S.W., and Spring Road, S.W., including the properties at 2701 and 2707 Brambleton Avenue, S.W, was rezoned from RS-3, Residential Single Family District, to C-1, Office District, with conditions. The purpose of rezoning was to allow construction of new office buildings on several parcels, including the two parcels that are the subject of this request. At that time, the entire area was zoned RS-3, Residential Single Family District, and RS-2, Residential Single Family District, with C-1, Office District, and C-2, General Commercial District, just to the southwest along Brambleton Avenue. The conditions were proffered at the time to ensure the development would be in keeping with the scale and character of the transitional area between office and residential uses.

As part of the comprehensive rezoning in 2005, the surrounding properties were rezoned to commercial neighborhood, mixed use, and institutional districts. The current zoning ordinance includes development standards to address design criteria such as: façade transparency, entrance placement, etc. that were not in place at the time of the 1986 rezoning. In the 2005 Comprehensive Rezoning, the base district of the subject properties was changed to MX, Mixed Use District; however, the proffered conditions remain.

In July of 2016, the applicant met with staff regarding the desire to connect two buildings on the parcels to form one large building. The desired change did not conform with the proffered conditions on the parcels and was not approvable.

In August of 2016, the applicant filed an application to repeal the proffered conditions for the subject properties.

Proffered Conditions

The Applicant hereby requests that the following proffered conditions accepted by the adoption of Ordinance No. 28386, dated October 20, 1986, be repealed as they pertain to properties located at 2701 and 2707 Brambleton Avenue, S.W., bearing Official Tax Nos. 1650326 and 1650325, respectively.

1. Only those uses permitted by right in a RD, Residential Duplex District shall be permitted on Parcel G on the Preliminary Development Plan dated August 12, 1986, attached hereto as Exhibit B.

2. Development of the subject property shall be in general conformance with the Preliminary Development Plan subject to any changes that may be required by the City Engineer during site plan review.

3. Construction, building materials, and building design for Parcels A, B, & C of the Development Plan shall be in substantial conformance with the "Typical Elevations" attached hereto as Exhibit C.

And the additional condition accepted at City Council by the adoption of the Ordinance 28386:

4. The driveway shown as exiting on Spessard Avenue, S. W., on petitioner's Exhibit B attached to the amended Petition to Rezone shall be relocated through Parcel C to exit on Woodlawn Avenue, S.W., and the proffered site plan shall be amended accordingly.

Considerations

The two properties are part of an office park development that contains general and professional offices. The proposal to repeal of the proffered conditions only affects two of the seven parcels within the office park.

Surrounding Zoning and Land Use:

	Zoning District	*Land Use*
North	MX, Mixed Use District, with conditions; and CN, Commercial-Neighborhood District	General or professional office and studio/multimedia production facility
South	MX, Mixed Use District, with conditions; and CN, Commercial-Neighborhood District	General or professional office, medical clinic, and single-family dwelling
East	MX, Mixed Use District, and IN, Institutional District	Off-site parking and place of worship
West	MX, Mixed Use District, with conditions	General or professional office

Compliance with the Zoning Ordinance:

The purpose of the MX District is to accommodate residential uses, office uses, and support services within the same district. The intent of the district is that no retail sales uses be permitted and that the district facilitates a harmonious mixture of office and residential uses. The regulations of the district are intended to protect the character and scale of such a mixed-use development pattern by permitting low-intensity development at a scale that recognizes and respects residential patterns of development.

The general appearance of the parcels is proposed to remain the same with the only change being a connection between the two existing buildings. Development is not allowed that crosses parcel lines; therefore, the applicant will have to combine the parcels in order to proceed with the connection as

proposed. The connection as proposed is allowed as it meets the exemption of an addition less than 20% in size of the existing footprints of the principal buildings. However, additions to the building over 20% of the existing buildings footprints would be required to meet the maximum front yard requirements of Table 205-2. Such expansion would be difficult with the existing shared driveways and parking areas that are part of the overall office park.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Grandin Court Neighborhood Plan* specify this particular area along Brambleton Avenue SW as a potential and existing village center for the community. Relevant policies and action items in the plan include:

Relevant Vision 2001-2020 policies:

Housing and Neighborhoods - 3.1.1 Housing and Neighborhoods Map
The map depicts the area along Brambleton as an existing and potential village center.

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

NH P3. Neighborhood Plans. The City will adopt neighborhood plans for all neighborhoods. Neighborhood plans will address land use, zoning, transportation, infrastructure, neighborhood services, and the development of village centers and recognize those neighborhoods with architectural and historic value, among other issues. (excerpt)

ED P6. Commercial development. Roanoke will encourage commercial development in appropriate areas (i.e., key intersections and centers) of Roanoke to serve the needs of citizens and visitors.

The repeal of conditions will allow for development that reflects the commercial neighborhood center use appropriate along this portion of Brambleton Avenue.

The *Grandin Court Neighborhood Plan* recognizes the areas along the western portion of Brambleton Avenue as a commercial gateway into the City of Roanoke. The application of office and neighborhood commercial zoning districts as a means to create the distinct character is distinctly called out for this area. These lower intensity commercial and mixed use areas reflect the combined pedestrian and vehicular nature of village centers found within residential neighborhoods.

Community Design Policy:

> Village Center development will be encouraged along the western segment of Brambleton Avenue and at the intersection of Grandin Road and Guilford Avenue. Village centers should be dense, compact in size, and identifiable. Uses in village centers should generally be neighborhood-oriented commercial, but should also contain some businesses that serve a larger market

Economic Development Policy:

> Support development of compact village centers in Grandin Court and encourage appropriate development in them. Most businesses will be neighborhood serving, but village centers will ideally contain some larger-market businesses. These commercial areas should not expand beyond their current boundaries.

The proposed repeal of the proffered conditions allows for the expansion of the buildings to accommodate current business needs and is consistent with the land use identified in the current neighborhood plan.

Public Comment Summary

None

Planning Commission Work Session (September 9, 2016):

The item was discussed in the Planning Commission Work Session for compliance with City policy and ordinances. No comments for the applicant resulted from the review of the proposed rezoning.

Conclusions and Recommendations:

The Grandin Court Neighborhood Plan, adopted by City Council in January of 2005, specified this area as a village center area. The comprehensive rezoning of the City in December 2005 changed the zoning of the properties adjacent to the office park along Brambleton Avenue, S.W., and Spring Road, S.W., from residential single family districts to various multiple purpose districts (MX, Mixed Use District; CN, Commercial-Neighborhood District; and IN, Institutional District) to reflect the designation of this area as a village center in the neighborhood plan. There are no conditions on these adjoining properties. At the same time, the current zoning ordinance has more specific development standards addressing design criteria reflective of the character of each district than those in effect in 1986.

Based on the overall changes in zoning in the area to reflect the comprehensive and neighborhood plan and the more specific development standards in the

current zoning ordinance, the repeal of all of the existing conditions is reasonable and appropriate to allow for the use of the properties as regulated by the development standards in the base MX zoning district.

Planning Commission Public Hearing (August 8, 2016):

None

Kermit Hale / tmc

Kermit Hale, Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Ian D. Shaw, Planning Commission Agent
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney
C.J. King, Fisher Properties LLC
Jeffrey Wood, Rife + Wood Architects

Zoning Amendment Application

RECEIVED

AUG 25 2016

CITY OF ROANOKE
PLANNING BUILDING & DEVELOPMENT

ROANOKE

Click Here to Print

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

Date: August 25, 2016

Submittal Number: Original

Request (select all that apply):

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

Property Information:

Address: 2701 Brambleton Avenue, SW and 2707 Brambleton Avenue, S.W. Roanoke VA 25015

Official Tax No(s).: Tax # 1650326 and Tax # 1650325

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

Ordinance No(s). for Existing Conditions (If applicable): Ordinance # 28386

Requested Zoning: MX ☐ With Conditions ☒ Without Conditions

Proposed Land Use: Business - Office

Property Owner Information:

Name: Fisher Properties LLC | C.J. King

Phone Number: 5407760971

Address: 2707 Brambleton Ave S.W. Roanoke, VA 24015

E-Mail: cjking@king-shorescpas.com

Property Owner's Signature:

Applicant Information (if different from owner):

Name:

Phone Number:

Address:

E-Mail:

Applicant's Signature:

Authorized Agent Information (if applicable):

Name: Jeffrey R. Wood AIA - Architect / Authorized Agent

Phone Number: 5403446015

Address: 1326 Grandin Road, S.W. Roanoke, VA 24015

E-Mail: jeff@rifewood.com

Authorized Agent's Signature:

Zoning Amendment

Application Checklist

ROANOKE

The following must be submitted for all applications:

- [x] *Completed* application form and checklist.
- [x] Written narrative explaining the reason for the request.
- [ ] Metes and bounds description, if applicable.
- [x] Filing fee. submitted July 29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

August 25, 2016

2701 Brambleton Ave SW & 2707 Brambleton Ave, SW

Request for to Repeal Proffered Conditions of Ordinance #28386
as they pertain to
Official Tax No. 1650326 / 2701 Brambleton Ave, SW
and
Official Tax No. 1650325 / 2707 Brambleton Ave, SW

Background Information:

The subject properties were created as part of a re-zoning and commercial sub-division in 1986 by the action of Roanoke City Ordinance #28386 on October 20, 1986. This Ordinance changed the existing residential zoning from Residential RS-3 to Commercial C-1 and allowed the creation of a new office park with 7 individual parcels. Proffers, in the form of Architectural Development standards and Development Plan for "Bramblewood Park (# 8627 – August 18, 1986) were incorporated by reference into this Zoning action.

The Development Plan illustrates a preliminary parcel configuration, with 7 parcels, shared parking & parking entrances. A maximum building size has been proffered for each parcel:

- Tax No. 1650326 / 2701 Brambleton Avenue, SW **6,900 sq. ft. maximum building size**
- Tax No. 1650325 / 2707 Brambleton Avenue, SW **8,600 sq. ft. maximum building size**

Since that time, the office park subdivision has been completed– each parcel contains one or two-story "Colonial Revival style" buildings in general conformance with the proffered conditions. Bramblewood Park was developed with a pattern of shared parking, curb and gutter, continuous sidewalks and uniform frontages. The park also includes underground utilities, multiple easements and a shared storm water detention facility located on the 2701 parcel. Existing trees are mature and enhance the residential scale and character of the sub-division

In 2005 the City of Roanoke rezoned the sub-division from C-1 to MX(c) as part of the comprehensive overhaul of the City Zoning Ordinance and Official Zoning Map, City of Roanoke, Virginia (December 5, 2005). The subject parcels are now MX(c) and are surrounded by zoning districts MX (c), IN (Church) and CN. Current and proposed building use is for business offices – and is permitted in this MX district.

The 2707 Brambleton Ave is a two-story single tenant office building (Certified Public Accountants) of approximately 5,000 sq.ft – patterned after George Wythe house in Colonial Williamsburg; 2701 Brambleton Ave is a brick two story multi-tenant office building with a total area of 3,100.

By this application the property owner requests removal of proffers from the two subject properties only — notably the building size limitations and the size / configuration of the current parcel sub-division that are included by reference in the proffered Development Site Plan (August 18, 1986).

Goals and Purpose:
The new Owner of 2701 has purchased this property in order to accommodate the growing staff of his accounting firm – King Shores & Preston located at 2707 Brambleton Ave. S.W. It is desirable for staff and work teams to move and communicate easily with one another - staff activities could be enhanced if the two buildings could be physically and artfully "connected."

This connection design could take several forms such as:

1) small "infill" conference room or breakroom,
2) connecting breezeway or enclosed sun space corridor
3) new covered entry doorways and shared outdoor patio or garden.

These ideas and the attached sketches are conceptual at this time and are not offered as alternate proffers. New construction will be dependent on finances, staff needs **and the outcome of this application.**

A meeting was held at the Municipal Building on July 11, 2016 and attended by Architect (Jeffrey Wood AIA– Rife+Wood Architects), City Planning Staff (Katharine Gray), the Civil Engineer & Surveyor (Sheldon Bower, PE) and the Owner (Mr. C. J. King). It was concluded that physical connection of the two structures would, in effect, create a single building with a combined area larger than the size limits proffered by the 1986 Development Plan. City Zoning regulations do not allow a single building to cross a property line – so any connecting structure would require removal of the existing shared property line – also not allowed by the proffered Development plan.

It is our wish to remove the proffered conditions contained in the ordinance from the two subject parcels - specifically the Development Plan (building size and lot configuration) and the "Typical Elevations" and building standards. Proffers will remain in place for the other parcels in the sub-division per the 1986 Ordinance.

We propose that the repeal of these proffers is in keeping with the Vision 2020 Comprehensive Plan and Grandin Court Neighborhood Plan – It responds in a practical way to the evolution and growth of this commercial district. The project vision for a small scale "link" between two existing colonial style office buildings will maintain the scale and street pattern of the neighborhood – the materials and placement will be secondary to the existing two facades and will be akin to a "necessary" of the colonial era.

The proposed changes (removal of proffers) are consistent with the Vision 2020 – Comprehensive Plan and the Grandin Court Neighborhood Plan.

- The building use (professional offices) and occupancy will be un-changed and remain consistent with the Commercial / Industrial uses of the Land Use Plan
- Traffic is unchanged with no increase to occupant load of buildings
- Zoning will remain MX, with conditions (c) repealed
- No additional burden to utilities or municipal services.

- By virtue of this re-zoning (removal of proffers) the building owner will be able to retain and expand his existing professional services in this neighborhood.
- This Colonial-Revival sub-division is described as an "anchor" and "a gateway" to the Brambleton Avenue commercial corridor – this rezoning will continue and support this aspect.

We understand that future construction must comply with current building code, Building and Zoning Department regulations and procedures.

Application and summary by:

Jeffrey Wood AIA - Agent for Applicant
Rife+Wood Architect
1326 Grandin Road tel 540- 344-6015
Roanoke, VA 24015 fax 540-344-5982 e-mail jeff@rifewood.com

Attachments:

- City Council Approved Ordinance N. 28386 – Oct 20, 1986
- Development Plan –Bramblewood Park" # 8627 – dated August 18, 1986
- Typical Elevations – Bramblewood Park # 8627 – dated August 18, 2016
- Proposed Design Criteria for Buildings at Bramblewood – dated 27 August 1986
- Subdivision Plat – Bramblewood Park – April 15, 1987
- City GIS Summary Report for tax parcel 1650326 (with aerial photo)
- Concept D – Street View. Connecting Structure – and Photograph

Proffered Conditions to be Repealed
2701 & 2707 Brambleton Avenue SW, Roanoke, VA
August 25, 2016

The applicant hereby requests that the following proffered conditions(s) enacted by Ordinance No 28386 dated October 20, 1986 be repealed as they pertain to properties located at 2707 Brambleton Avenue SW identified as Official Tax No #1650325, and 2701 Brambleton Avenue, identified as Official Tax No. 1650326.

1. Only those uses permitted by right in a RD, Residential Duplex District shall be permitted on Parcel G on the Preliminary Development Plan dated August 12, 1986, attached hereto as Exhibit B.
2. Development of the subject property shall be in general conformance with the Preliminary Development Plan subject to any changes that may be required by the City Engineer during the site plan review.
3. Construction, building materials and building design for Parcels A, B & C of the Development Plan shall be in substantial conformance with the "Typical Elevations" attached hereto as Exhibit C.

And the additional condition accepted at City Council by adoption of the Ordinance 28386:

The driveway shown as exiting on Spessard Avenue, S. W., on petitioner's Exhibit B attached to the amended Petition to Rezone shall be relocated through Parcel C to exit on Woodlawn Avenue, S. W., and the proffered site plan shall be amended accordingly.

WHH

ORDINANCE
10/20/86

8B

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

The 20th day of October, 1986.

No. 28386.

AN ORDINANCE to amend §§36-3 and 36-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 165, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant.

WHEREAS, application has been made to the Council of the City of Roanoke to have the hereinafter described property rezoned from RS-3, Single Family Residential District, to C-1, Office and Institutional District, subject to certain conditions proffered by the applicant; and

WHEREAS, the City Planning Commission, which after giving proper notice to all concerned as required by §36-541, Code of the City of Roanoke (1979), as amended and after conducting a public hearing on the matter, has made its recommendation to Council; and

WHEREAS, a public hearing was held on said application by the City Council at its meeting on October 13, 1986, after due and timely notice thereof as required by §36-541, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

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

at the public hearing, is of the opinion that the hereinafter described property should be rezoned as herein provided.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that §§36-3 and 36-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 165 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular and no other:

Property described as a certain tract of land located at the intersection of Brambleton Avenue, S. W., and Woodlawn Avenue, S. W., and extending through to Spessard Street, designated on Sheet No. 165 of the Sectional 1976 Zone Map, City of Roanoke, as Official Tax No. 1650318 be, and is hereby rezoned from RS-3, Single Family Residential District, to C-1; Office and Institutional District, subject to those conditions proffered by and set forth in the petitioner's amended Petition to Rezone, filed with the City Clerk on September 9, 1986, and that Sheet No. 165 of the Zone Map be changed in this respect and further subject to the additional proffered condition that the driveway shown as exiting on Spessard Avenue, S. W., on petitioner's Exhibit B attached to the amended Petition to Rezone shall be relocated through Parcel C to exit on Woodlawn Avenue, S. W., and the proffered site plan shall be amended accordingly.

ATTEST:

City Clerk.

PETITION TO RE-ZONE
8/27/86

RECEIVED
AUG 27 1986
Roanoke Office of Community Planning & Economic Development

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

IN RE:	Rezoning of a tract of land lying between the intersections of Brambleton Avenue, S.W., Woodlawn Avenue, S.W., Spessard Avenue, S.W., containing approximately 2.58 acres, from RS-3, Single-Family Residential District, to C-1, Office and Institutional District subject to certain conditions.	PETITION TO REZONE

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

1. The petitioners, Corbieshaw Associates, a General Partnership consisting of Eugene M. Elliott, Jr., Michael M. Waldvogel and Thomas M. Hubard, have a Contract of Purchase for a certain tract of land located in the City of Roanoke, Virginia, containing 2.58 acres, located at the intersection of Brambleton Avenue, S.W. and Woodlawn Avenue, S.W. and extending through to Spessard Avenue, S.W., less and except "Parcel A", the property of Dorothy H. Kunc, Official Tax Map No. 1650320" and the said parcel requested to be rezoned being designated on the Roanoke City Appraisal Map as Official Tax No. 1650318; and described as 2.04 Acres on said Map, said tract is currently zoned RS-3, Single-Family Residential District. A Map of the property to be rezoned is attached as Exhibit A.

2. Pursuant to Article VII and Article VIII of Chapter 36, Code of the City of Roanoke (1979), as amended, the petitioners request that the said property be rezoned from RS-3, Single-Family Residential District to C-1, Office and Institutional District subject to certain conditions set forth below for the purpose of constructing an office facility.

3. The petitioners believe that the rezoning of the said tract of land will further the intent and purposes of the City's Zoning Ordinance and its comprehensive plan, in that it will complete a transition from retail and commercial use of the Brambleton Avenue area into the Residential use of property adjoining Woodlawn and Spessard Avenues.

4. The Petitioners hereby pro-offer and agree that if said tract is rezoned as requested that the rezoning will be subject to and the Petitioners will abide by the following conditions:

a. Only those uses permitted by right in a R-D Residential Duplex District shall be permitted on Parcel G on the Preliminary Development Plan dated August 12, 1986, attached hereto as Exhibit B.

b. Development of the subject property shall be in general conformance with the Preliminary Development Plan subject to any changes that may be required by the City Engineer during site plan review.

c. Construction, building materials, and building design for Parcels A, B, & C of the Development Plan shall be in substantial conformance with the "Typical Elevations" attached hereto as Exhibit C.

5. Attached as Exhibit D are the names and addresses of the owner or owners of all lots or property immediately adjacent to or immediately across a street or road from the property to be rezoned.

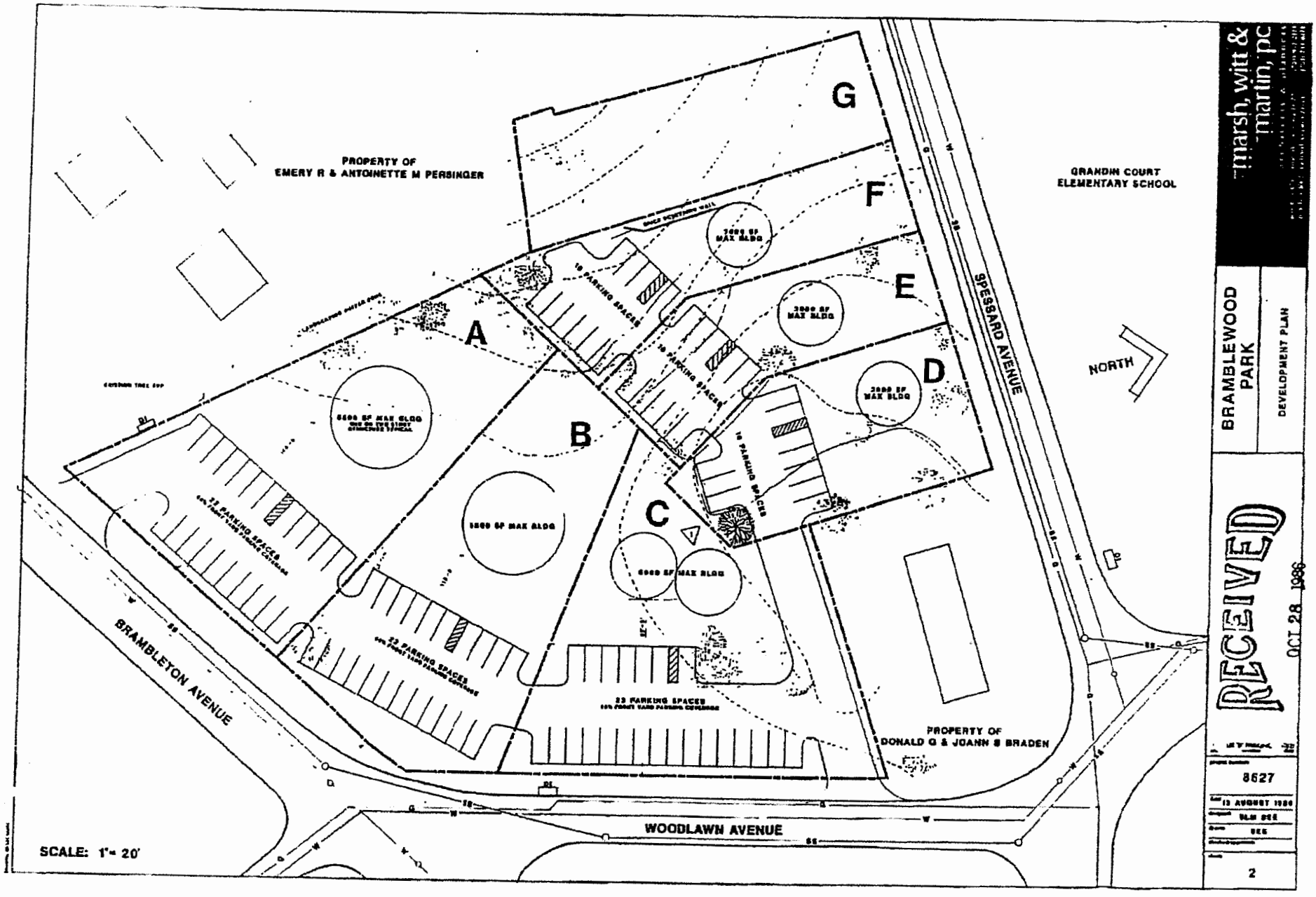
WHEREFORE, the petitioners request that the above-described tract be rezoned as requested in accordance with the provisions of the Zoning Ordinance of the City of Roanoke.

Respectfully submitted,

CORBIESHAW ASSOCIATES

By: _____
Partner

Corbieshaw Associates
Eugene M. Elliott, Jr., Partner
Suite 910, Dominion Bank Building
Roanoke, Virginia 24011



marsh, witt & martin, pc

BRAMBLEWOOD PARK

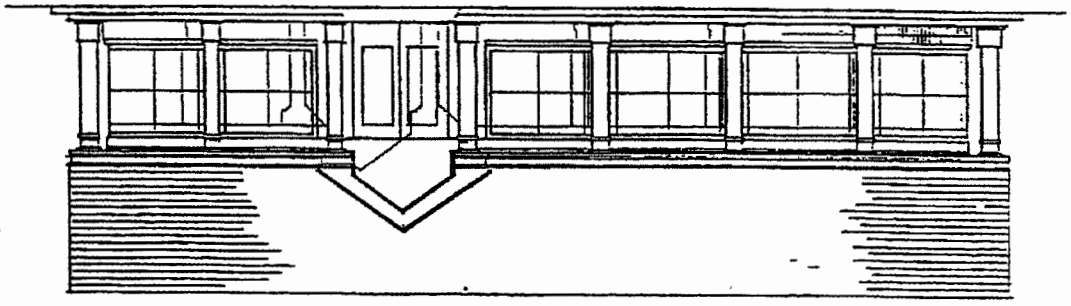
DEVELOPMENT PLAN

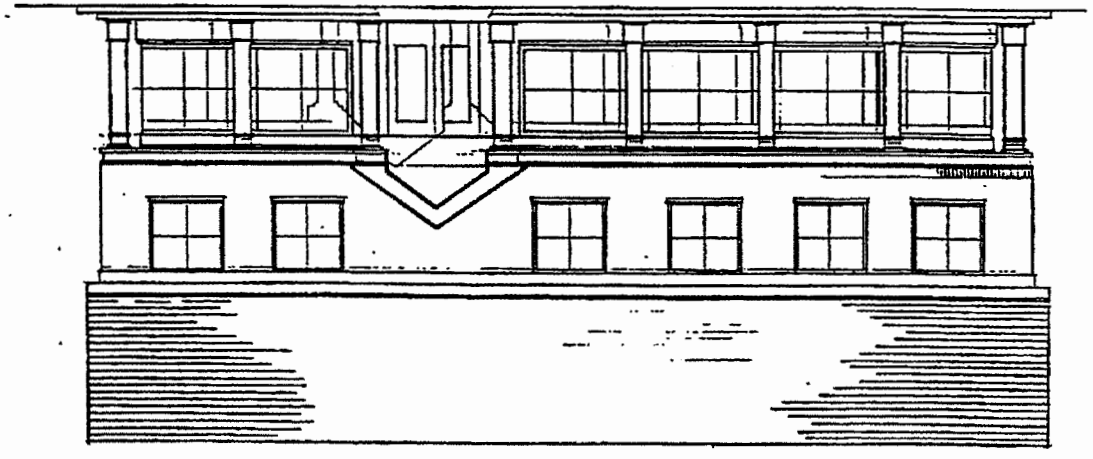
RECEIVED
OCT 28 1986
Roanoke Office of Community

8627

13 AUGUST 1986

2





marsh, witt
martin,

BRAMBLEWOOD
PARK

TYPICAL
ELEVATIONS

Exhibit C

8627

12 AUGUST 1986

RLM DRE

BRE

3

PROPOSED DESIGN CRITERIA FOR BUILDINGS AT BRAMBLEWOOD

Marsh, Witt & Martin, PC
Roanoke, Virginia

27 August 1986

Commission No: 8627

BUILDING MASS

1. Maximum building height shall be 2-1/2 stories above grade as measured from the major entrance to the building.

2. Roof shall be pitched, gable or hip type, with a minimum slope of 4 inches vertical per 12 inches horizontal.

BUILDING ARCHITECTURE

1. The architectural style of the building shall be traditional in character using the "pedestal", "base", and "cap" approach to design.

   a. The "pedestal" or the lowest element of the building elevation shall extend from grade to the first floor elevation as a minimum. The pedestal shall be constructed of brick and shall be visually defined on all sides of the building.

   b. The "base", the exterior walls above the "pedestal", shall consist of curtain wall construction, brick or horizontal siding with traditional style windows. The entire front face of the building shall have a colonnade. Columns shall be minimum 10 inches in diameter with a maximum spacing of 10 feet on center.

   c. The "cap" shall consist of a minimum 10 inch wide horizontal band between the top of the base and the roof.

2. Windows greater than 30 inches in any dimension shall be subdivided by a grid.

3. Air conditioning condensing units and other mechanical units shall be screened with materials in character with the building.

4. Electrical service shall be underground.

5. No signage shall be placed above the first floor. Signage shall not be back-lit. Signage shall be constructed with materials similar to the building construction. Signs shall be limited to one double face or two single face signs at 35 square feet maximum per face.

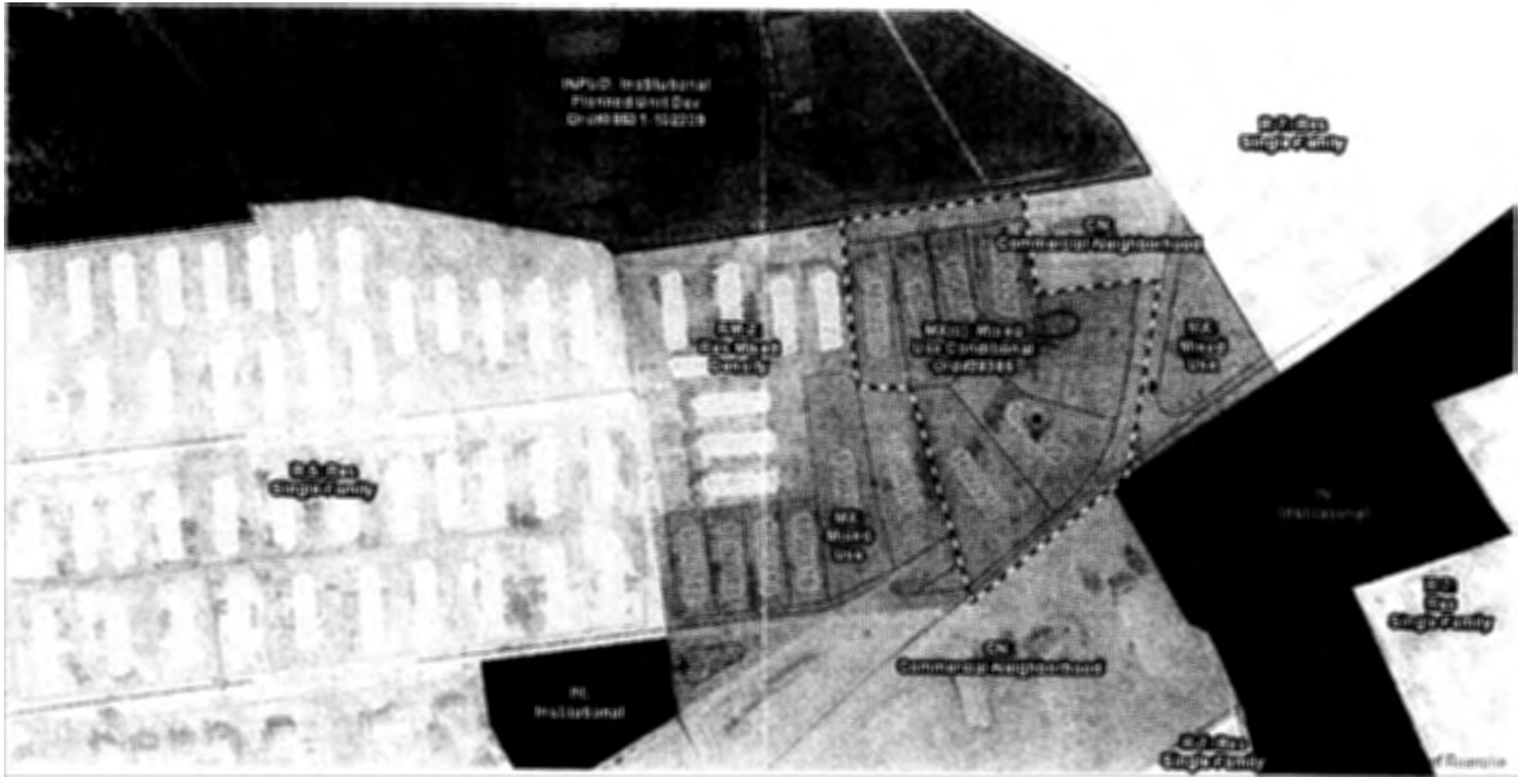
6. All pavement shall be provided with concrete curbs.

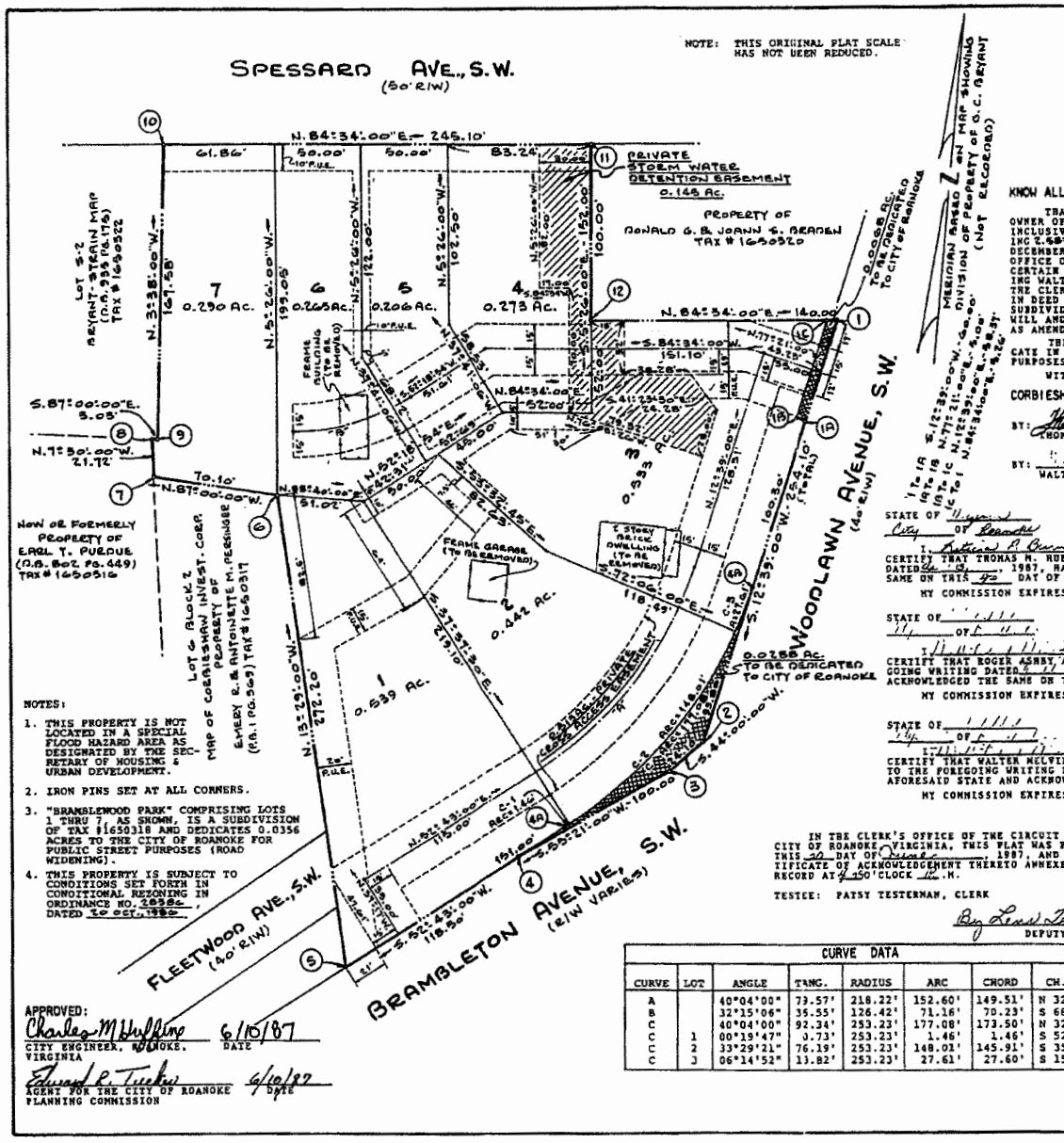
BUILDING MATERIALS

1. Roofing: Minimum 325# shingle, wood shake or shingle, or metal; natural colors.

2. Glass: Maximum reflectance outdoors in the visible spectrum - 25 percent.

3. Curtainwall/Storefront: Anodized aluminum bronze or black, painted aluminum, or painted hollow metal. Mill finished aluminum is not acceptable.


Single Family
Single Family
Single Family



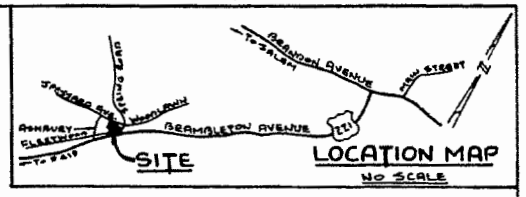
NOTES:

1. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY THE SECRETARY OF HOUSING & URBAN DEVELOPMENT.
2. IRON PINS SET AT ALL CORNERS.
3. "BRAMBLEWOOD PARK" COMPRISING LOTS 1 THRU 7, AS SHOWN, IS A SUBDIVISION OF TAX #1650318 AND DEDICATES 0.0356 ACRES TO THE CITY OF ROANOKE FOR PUBLIC STREET PURPOSES (ROAD WIDENING).
4. THIS PROPERTY IS SUBJECT TO CONDITIONS SET FORTH IN CONDITIONAL REZONING IN ORDINANCE NO. 28586, DATED 20 OCT. 1986.

APPROVED:

Charles M Huffine 6/10/87
CITY ENGINEER, ROANOKE, VIRGINIA — DATE

Edward E Tucker 6/10/87
AGENT FOR THE CITY OF ROANOKE PLANNING COMMISSION — DATE



KNOW ALL MEN BY THESE PRESENTS, TO WIT:

THAT CORBIESHAW ASSOCIATES, A VIRGINIA PARTNERSHIP IS THE FEE SIMPLE OWNER OF THE TRACT OF LAND SHOWN HEREON BOUNDED BY CORNERS 1 THRU 12 TO 1 INCLUSIVE, SUBDIVIDED INTO TRACTS AND KNOWN AS "BRAMBLEWOOD PARK", CONTAINING 2.583 ACRES, AND BEING THE LAND CONVEYED TO SAID OWNER BY DEED DATED DECEMBER 2, 1986 AND RECORDED IN DEED BOOK 1349, PAGE 1110 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE CITY, VIRGINIA, AND SUBJECT TO A CERTAIN DEED OF TRUST TO ROGER ASHBY AND JOHN R. PATTERSON, TRUSTEES SECURING WALTER MELVIN BRYANT AND ELMER L. BRYANT, LIENHOLDER'S, AS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE CITY, VIRGINIA, RECORDED IN DEED BOOK 1349, PAGE 1114. THE SAID OWNER HEREBY CERTIFIES THAT HE HAS SUBDIVIDED THIS LAND INTO TRACTS AS SHOWN HEREON ENTIRELY WITH HIS OWN FREE WILL AND ACCORD AS REQUIRED BY SECTIONS 15.1-465 OF THE CODE OF VIRGINIA, AS AMENDED TO DATE.

THE SAID OWNER DOES BY VIRTUE OF THE RECORDATION OF THIS PLAT, DEDICATE IN FEE SIMPLE TO THE CITY OF ROANOKE ALL THE LAND FOR ROAD WIDENING PURPOSES AND ALL OF THE EASEMENTS ARE HEREBY DEDICATED FOR PUBLIC USE.

WITNESS THE SIGNATURES AND SEALS ON THIS 4th DAY OF June, 1987.

CORBIESHAW ASSOCIATES, A VIRGINIA PARTNERSHIP

BY: Thomas M. Hubard — THOMAS M. HUBARD, GENERAL PARTNER
BY: ROGER ASHBY, TRUSTEE
BY: WALTER MELVIN BRYANT, BENEFICIARY
BY: John R. Patterson, Trustee — JOHN R. PATTERSON, TRUSTEE
BY: Elmer L. Bryant — ELMER L. BRYANT, BENEFICIARY

STATE OF Virginia
City OF Roanoke

I, Patricia A. Burnette, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT THOMAS M. HUBARD, GENERAL PARTNER, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING DATED June 4, 1987, HAS PERSONALLY APPEARED BEFORE ME IN MY STATE AND ACKNOWLEDGED THE SAME ON THIS 4th DAY OF June, 1987.

MY COMMISSION EXPIRES January 7, 1990.

Patricia A. Burnette — NOTARY PUBLIC

STATE OF Virginia
City OF Roanoke

I, [illegible], A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT ROGER ASHBY AND JOHN R. PATTERSON, TRUSTEES, WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING DATED June 4, 1987, HAS PERSONALLY APPEARED BEFORE ME IN MY STATE AND ACKNOWLEDGED THE SAME ON THIS 4th DAY OF June, 1987.

MY COMMISSION EXPIRES [illegible].

[illegible] — NOTARY PUBLIC

STATE OF Virginia
City OF Roanoke

I, [illegible], A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT WALTER MELVIN BRYANT AND ELMER L. BRYANT, BENEFICIARIES, WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING DATED June 4, 1987, HAS PERSONALLY APPEARED BEFORE ME IN MY AFORESAID STATE AND ACKNOWLEDGED THE SAME ON THIS 4th DAY OF June, 1987.

MY COMMISSION EXPIRES [illegible].

[illegible] — NOTARY PUBLIC

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF ROANOKE, VIRGINIA, THIS PLAT WAS PRESENTED ON THIS 20 DAY OF June, 1987, AND WITH THE CERTIFICATE OF ACKNOWLEDGEMENT THERETO ANNEXED ADMITTED TO RECORD AT 4:50 O'CLOCK P.M.

TESTE: PATSY TESTERMAN, CLERK

By Lewis Testerman
DEPUTY CLERK

CURVE DATA

CURVE	LOT	ANGLE	TANG.	RADIUS	ARC	CHORD	CH. BEARING
A		40°04'00"	73.57'	218.22'	152.60'	149.51'	N 32°41'00" E
B		32°15'06"	35.55'	126.42'	71.16'	70.23'	S 68°26'17" W
C		40°04'00"	92.34'	253.23'	177.08'	173.50'	N 32°41'00" E
C	1	00°19'47"	0.73'	253.23'	1.46'	1.46'	S 52°33'06" W
C	2	33°29'21"	76.19'	253.23'	148.01'	145.91'	S 35°38'33" W
C	3	06°14'52"	13.82'	253.23'	27.61'	27.60'	S 15°46'26" W

TOTAL AREA = 2.583 AC.
PLAT SHOWING

"BRAMBLEWOOD PARK"
ROANOKE, VIRGINIA

PROPERTY OF

CORBIESHAW ASSOCIATES
A VIRGINIA PARTNERSHIP
SEE NOTE #3

SCALE: 1" = 40' DATE: 15 APRIL 1987

BUFORD T. LUMSDEN & ASSOCIATES, P.C.
ENGINEERS – SURVEYORS
ROANOKE, VIRGINIA

#86-054

STREET VIEW

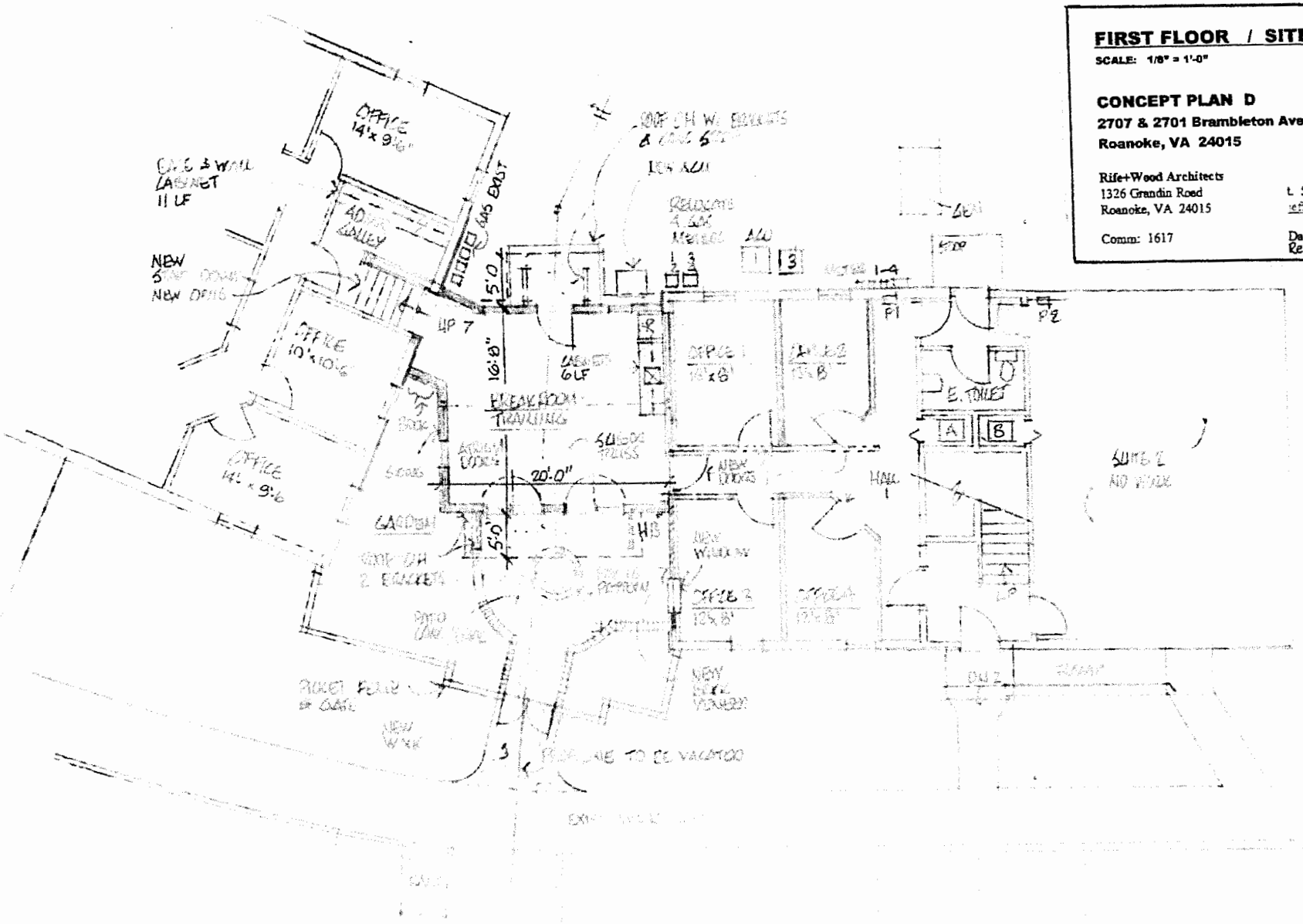
CONCEPT PLAN D
2707 & 2701 Brambleton Avenue, SW
Roanoke, VA 24015

Rife+Wood Architects
1326 Grandin Road
Roanoke, VA 24015

t. 540-344-6015
jeff@rifewood.com

Comm: 1617

Date: 8/3/16
Rev: 8/8/16



FIRST FLOOR / SITE PLAN

SCALE: 1/8" = 1'-0"

CONCEPT PLAN D

2707 & 2701 Brambleton Avenue, SW
Roanoke, VA 24015

Rife+Wood Architects
1326 Grandin Road
Roanoke, VA 24015
t. 540- 344-6015
jeff@rifewood.com

Comm: 1617

Date: 8/3/16
Rev 8/8/16

SECOND FLOOR / ROOF PLAN

SCALE: 1/8" = 1'-0"

CONCEPT PLAN D

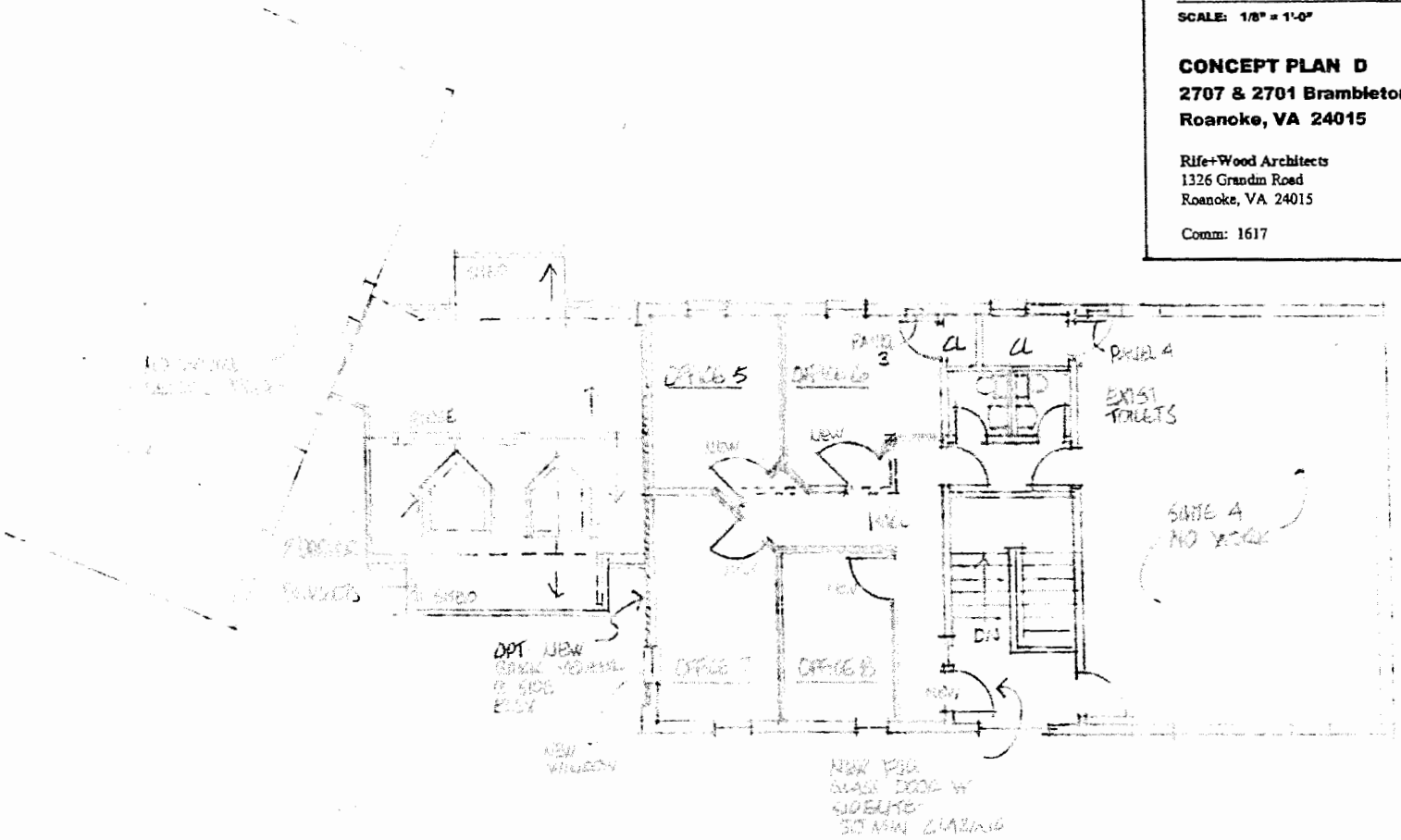
2707 & 2701 Brambleton Avenue, SW

Roanoke, VA 24015

Rife+Wood Architects
1326 Grandin Road
Roanoke, VA 24015
t. 540- 344-6015
jeff@rifewood.com

Comm: 1617

Date: 8/3/16
REV 8/8/16



FRONT ELEVATION

SCALE ¼" = 1'-0"

CONCEPT PLAN D

2707 & 2701 Brambleton Avenue, SW
Roanoke, VA 24015

Rife+Wood Architects
1326 Grandin Road
Roanoke, VA 24015

t. 540- 344-6015
jeff@rife+wood.com

Comm: 1617

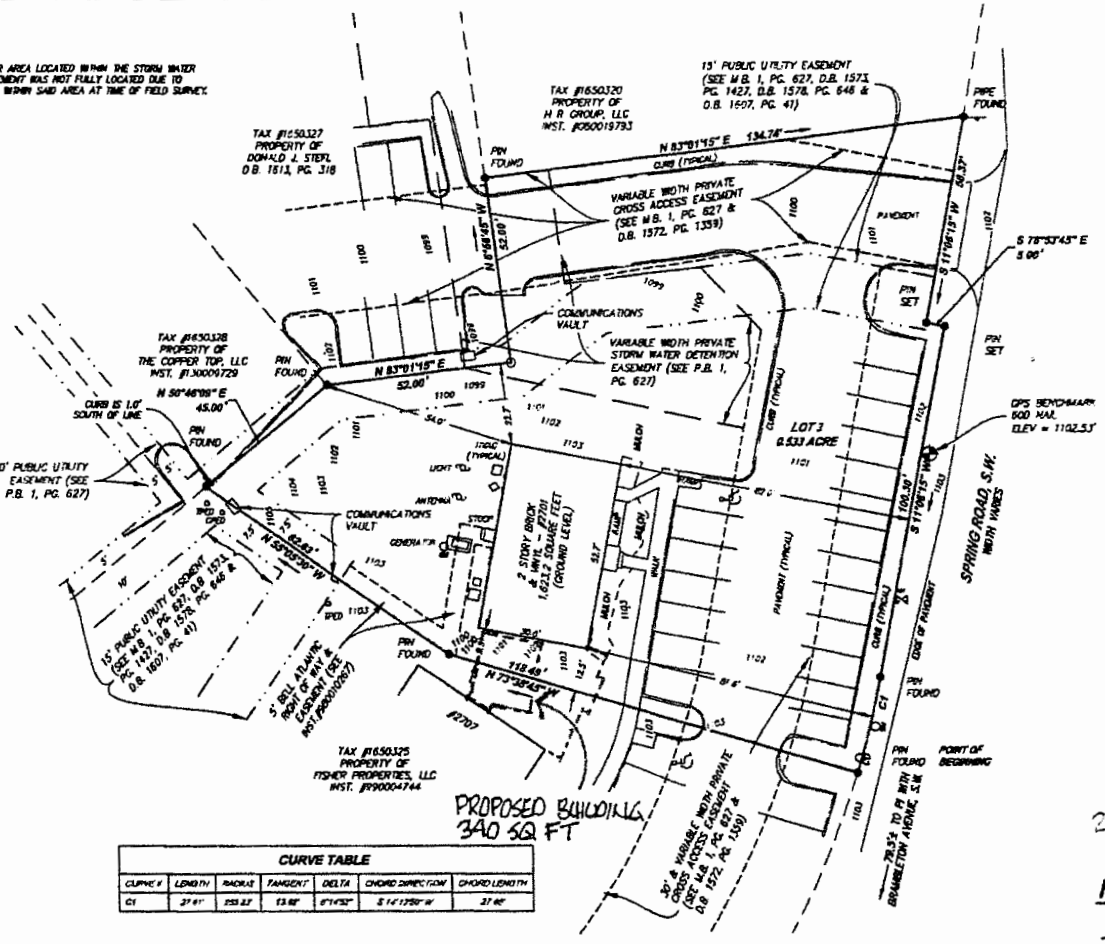
Date: 8/3/16
Rev: 8/8/16

FRONT ELEVATION
1/4"=1'-0"

INSTRUMENT # _____

SURVEYOR'S NOTE:

1. THE STORM WATER AREA LOCATED WITHIN THE STORM WATER DENTENTION EASEMENT WAS NOT FULLY LOCATED DUE TO STANDING WATER WITHIN SAID AREA AT TIME OF FIELD SURVEY.



LEGEND:

- DEEDED CORNER
- MONUMENT FOUND
- MONUMENT SET
- GAS VALVE
- GAS METER
- CLEAN OUT
- WATER METER
- TPED TELEPHONE PEDESTAL
- CPED CABLE PEDESTAL
- HANDICAP PARKING
- SCHOOL ZONE SIGN

PRELIMINARY

COMMONWEALTH OF VIRGINIA
LAND SURVEYOR
002823

2701 & 2707 BRAMBLETON

ALTA/NSPS LAND TITLE SURVEY FOR

FISHER PROPERTIES, LLC &

FIDELITY TITLE NATIONAL INSURANCE COMPANY

OF LOT 3 (0.533 ACRES), BRAMBLEWOOD PARK
M.B. 1, PG. 627
SITUATE AT BRAMBLETON AVENUE, S.W. & SPRING ROAD, S.W.
CITY OF ROANOKE, VIRGINIA
SCALE: 1"=20'
PAGE 2 OF 2

TAX #: 1650326
DRAWN: REC

DATE: 11 JULY, 2016
W.O.: 16-0104.01

parker DESIGN GROUP
ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS
2122 Carolina Avenue, S.W.
Roanoke, Virginia 240 4
Phone: 540-387 : 53
Fax: 540-389-5767
www.parkerdg.com

CURVE TABLE						
CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	27.61'	253.23'	13.82'	6°14'53"	S 14°13'58" W	27.60'

ZONING REGULATIONS - MX (MULTIPLE PURPOSE):

1. MINIMUM LOT AREA PER RESIDENTIAL UNIT – 2,300 SQUARE FEET
2. LOT AREA – MINIMUM = 5,000 SQUARE FEET; MAXIMUM = NONE
3. LOT FRONTAGE – MINIMUM = 50 FEET; MAXIMUM = NONE
4. FRONT YARD SETBACK – MINIMUM = 10 FEET; MAXIMUM = 30 FEET (INFILL DEVELOPMENT REQUIRED)
5. CIVIC SPACE YARD OPTIONS – NO
6. SIDE YARD SETBACK – 5 FEET
7. REAR YARD SETBACK – 15 FEET
8. ACCESSORY STRUCTURE MINIMUM SET BACK (SIDE AND REAR) – 0 FEET (BUILDING CODE MAY REQUIRE DIFFERENT SETBACK BASED ON FIRE RATINGS)
9. HEIGHT MAXIMUM – ABUTTING RESIDENTIAL = 45 FEET; ABUTTING NON-RESIDENTIAL = 45 FEET
10. MAXIMUM IMPERVIOUS SURFACE AREA = 70%
11. BUILDING PLACEMENT AND FACADE TRANSPARENCY MINIMUM = 15% (GROUND & UPPER FLOORS)
12. MINIMUM TREE CANOPY – 10%

PARKING:

1. 1 SPACE PER 300 SQUARE FEET OF NET FLOOR AREA

   TOTAL MINIMUM REQUIRED = 11 SPACES (3,246 S.F. (BASED ON FOOTPRINT OF BUILDING / 300)

2. EXISTING PARKING = 19 REGULAR SPACES + 1 HANDICAP SPACES = 20 TOTAL

20' 10' 0' 20' 40'
1" = 20'
GRAPHIC SCALE

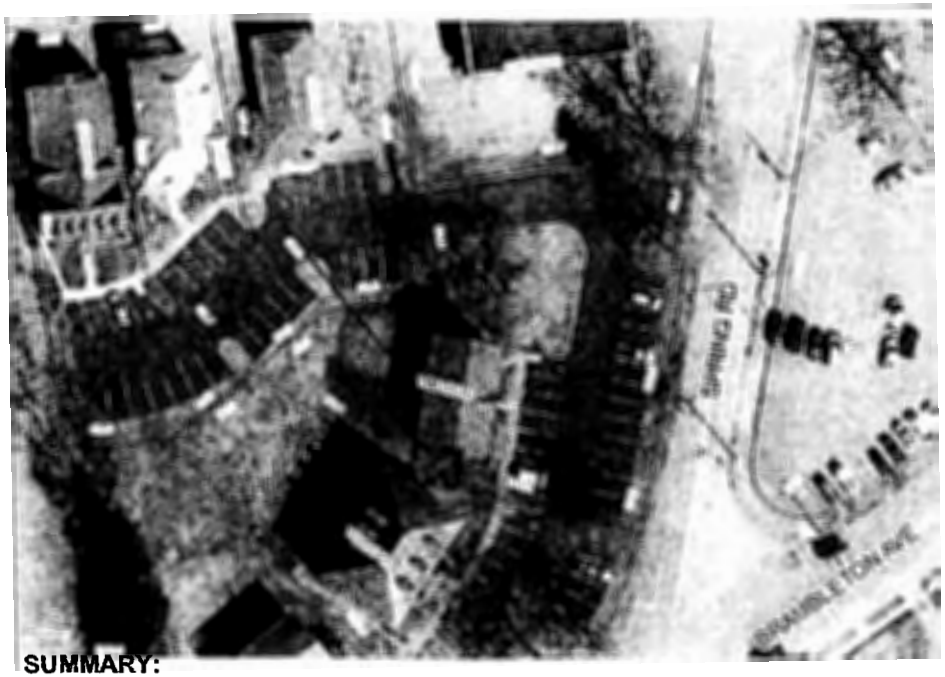
INSTRUMENT # _____

PRELIMINARY ESTIMATE PACKAGE
8/4/16 #1617

Rife+Wood Architects
1326 Grandin Road, SW
Roanoke, VA 24015
tel 540 / 344-6015
fax 540 / 344-5982

ROANOKE

The City of Roanoke, VA



SUMMARY:

Parcel Id: 1650326

Property Address:

2701 BRAMBLETON AVE SW

ROANOKE, VA 24015

Legal Description: LOT 3 BRAMBLEWOOD PARK

Zoning: MX

Property Acreage: 0.5325

Property Sq. Footage: 23195

Property Frontage: 186

Property Depth: 210.00

LAST SALE:

Sale Date	Sale Amount	Grantee	Grantor	Document Number
1999-02-01	$0.00	EDGERTON ENTERPRISES LLC	KINETICK DATA SYSTEMS INC (Inactive)	0990006393

ZONING DISTRICT MAP

2701 and 2707
Brambleton Ave SW
Official Tax Parcels: 1650326 and 1650325, respectively

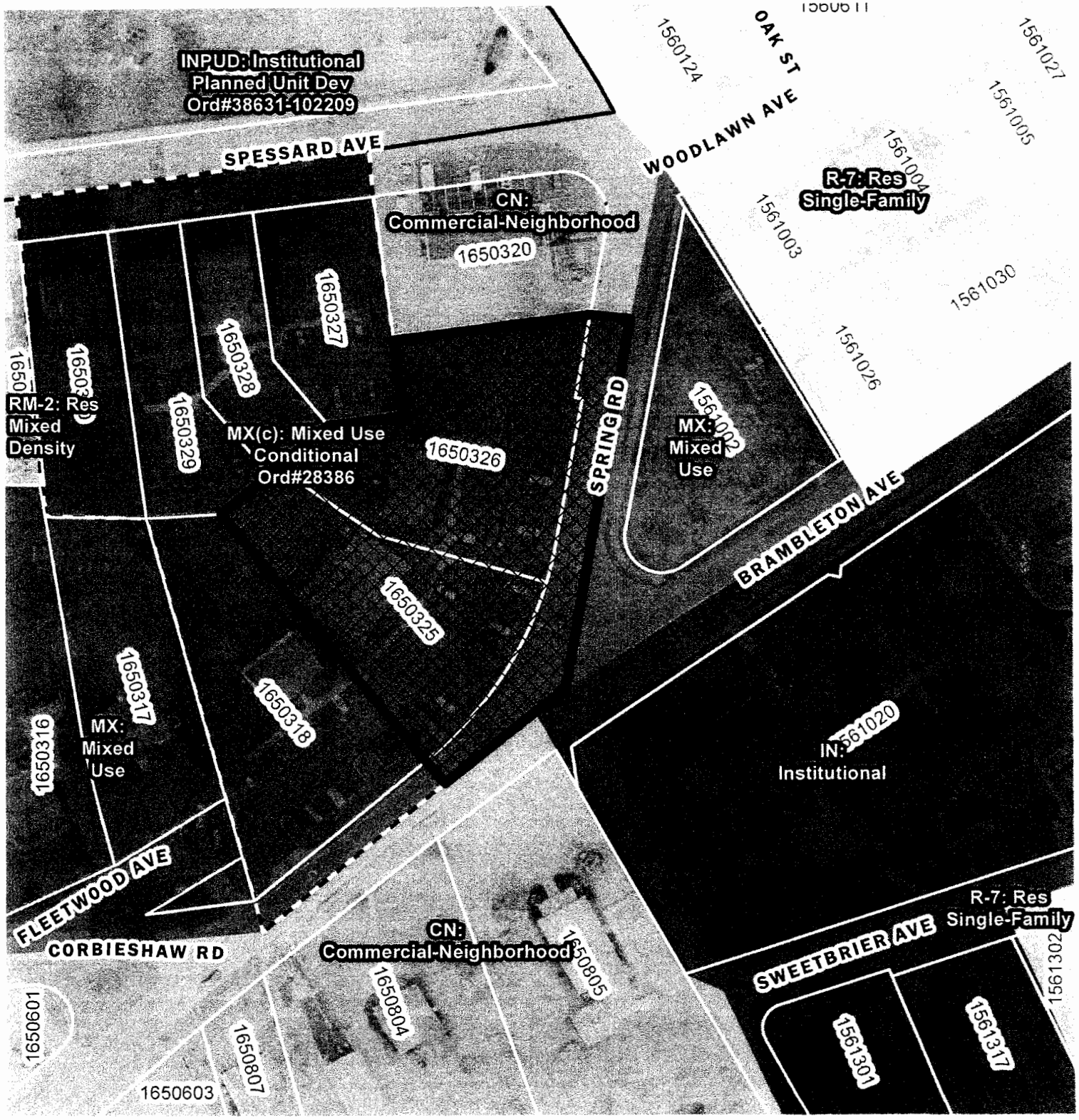
Area to be Rezoned

Zoning

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

0 50 100 Feet

N W E S



B.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain properties located at 2701 and 2707 Brambleton Avenue, S.W., by repealing proffered conditions presently binding upon such properties; and dispensing with the second reading of this ordinance by title.

WHEREAS, C. J. King on behalf of Fisher Properties, LLC, has made application to the Council of the City of Roanoke, Virginia ("City Council"), to repeal conditions presently binding certain properties located at 2701 and 2707 Brambleton Avenue, S.W., being designated as Official Tax Map Nos. 1650326 and1650325, respectively, which property is zoned MX, Mixed Use District, with proffers, such proffers being accepted by the adoption of Ordinance No. 28368, on October 20, 1986;

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

WHEREAS, a public hearing was held by City Council on such application at its meeting on October 17, 2016, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed amendment; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to this Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, finds that the public

necessity, convenience, general welfare and good zoning practice, require the repeal of the proffers applicable to the subject property, and is of the opinion that the conditions conditions presently binding certain properties located at 2701 and 2707 Brambleton Avenue, S.W., being designated as Official Tax Map Nos. 1650326 and1650325, respectively, should be repealed as requested, and that such property be zoned MX, Mixed Use District, without proffers, as set forth in the Zoning Amendment Application dated August 25, 2016.

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

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect the repeal of the proffered conditions as requested in the Zoning Amendment Application dated August 25, 2016, so that the subject property is zoned MX, Mixed Use District, with no proffers.

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

ATTEST:

City Clerk

repeal proffers - 2701 and 2707 Brambleton.doc

B.3.

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **Appropriation of Funds for Purchase of Property located at 2410 Mason Mill Road, N.E., Roanoke, Virginia and Public Hearing to Enter into a Lease with Richard E. Beverly and Cassie M. Beverly (CM16-00105)**

Background:

On April 18, 2016, City Council adopted Ordinance No. 40485-041816 authorizing the City Manager to execute a Contract for Purchase and Sale of Real Property (Contract) between the City and Deschutes Brewery. The Contract provided that the City would exercise its best efforts to acquire certain adjacent properties located on Mason Mill Road, N.E. City staff has negotiated a purchase agreement for approximately 0.9917 acres of property, together with buildings and improvements thereon, being Roanoke City Official Tax Map No. 7170509, located at 2410 Mason Mill Road, N.E., in the City of Roanoke, Virginia, (the "Property") from Richard E. Beverly and Cassie M. Beverly, for the purchase price of $190,000, and upon the closing of said Property, the City of Roanoke proposes to lease said Property to Richard E. Beverly and Cassie M. Beverly for a term not to exceed eighteen (18) months from the date of the Lease Agreement. Pursuant to the provisions of the proposed Lease Agreement, the term of the lease will commence on the date on which the City acquires title to the Property. The rent due under the Lease Agreement is $10 per month or $180 for the term of the lease and the rent shall be paid in full upon execution of the proposed Lease Agreement.

The City will incur other incidental costs (estimated not to exceed $1,300) related to pre-closing due diligence activities, title insurance, and certain customary costs of closing the real estate transaction.

Funds are available from the Economic and Community Development Reserve to fund this acquisition and its related costs.

Pursuant to State Code, City Council must hold a public hearing on the proposed lease prior to authorizing its execution by the City Manager. On August 1, 2016, City Council authorized a public hearing to be set. A copy of the proposed Lease Agreement is attached to this report.

Recommended Action:

Adopt the accompanying budget ordinance to appropriate funding in the amount of $191,300 from the Economic and Community Development Reserve into account 08-310-9471-9050 for the purchase of 2410 Mason Mill Road, N.E.

Absent comments at the public hearing needing further consideration, authorize the City Manager to execute such Lease Agreement between the City and Richard E. Beverly and Cassie M. Beverly for an initial term of eighteen (18) months, substantially similar to the document attached to this report, and to execute such other documents and to take such further actions as may be necessary to lease the Property and to implement, administer, and enforce such Lease Agreement, with the form of such Lease Agreement and any other documents to be approved as to form by the City Attorney.

Christopher P. Morrill
City Manager

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

DRAFT 10/07/2016

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is made as of this ___ day of _____, 2016, by and between the CITY OF ROANOKE, VIRGINIA, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia ("Lessor"), and RICHARD E. BEVERLY AND CASSIE M. BEVERLY (jointly, severally, and collectively "Lessee").

WITNESSETH:

WHEREAS, the Lessor owns certain land consisting of 0.9917 acres, being property designated as Roanoke Official Tax Map No. 7170509, located at 2410 Mason Mill Road, N.E., in the City of Roanoke, Virginia (the "Leased Premises"),

WHEREAS, Lessee desires to lease the Leased Premises, together with all improvements situated on the Property, and the Lessor desires to lease the Leased Premises to Lessee, upon the terms and conditions stated below; and

WHEREAS, Roanoke City Council authorized the City Manager, on behalf of the Lessor, to enter into this Agreement with Lessee pursuant to Ordinance No. _____, adopted _____, 2016, following a public hearing on this matter.

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

Section 1. **Leased Premises.** Subject to the terms and conditions of this Agreement, Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Leased Premises, and all improvements located thereon, as the Leased Premises are more particularly shown on the sketch attached as Exhibit A, which is incorporated by reference herein.

Section 2. **Term.** The term of this Agreement shall commence on the date of Closing on the Leased Premises pursuant to the Agreement for Purchase and Sale of Real Property between Lessor and Lessee dated October ___, 2016 and end on or before eighteen months after the date of Closing.

Section 3. **Rent.** (a) As consideration for this Agreement, Lessee shall pay Lessor the lump sum amount of ONE HUNDRED EIGHTY AND NO/DOLLARS ($180.00) as rent for the full term of this Agreement.

(b) Such rent shall be due and payable no later than 30 days after the effective date of this Agreement, for the term of this Agreement, and paid at the Lessor's Office of City Treasurer, Room 254, Noel C. Taylor Municipal Building, 215 Church Avenue, S.W., Roanoke, Virginia 24011.

(c) No payment by Lessee or receipt by Lessor of a lesser amount than the rent, additional rent, or other amounts herein stipulated shall be deemed to be other than on account of the stipulated rent and amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment thereof be deemed an accord and satisfaction, unless the Lessor otherwise agrees in a writing signed by both Lessor and Lessee. Lessor may accept such check of payment without prejudice to Lessor's right to recover the balance of such amounts or pursue any other remedy provided in this Lease Agreement or by law.

Section 4. **Taxes and Other Charges.** (a) In addition to payment of the rent as set forth above, Lessee shall timely pay all applicable real estate or leasehold taxes, or any other taxes or charges in connection with this Agreement that the Lessee may be required by law or regulations to collect and pay. Any applicable real estate or other taxes shall be determined by the Real Estate Assessor for the City of Roanoke, and Lessor will provide appropriate notice and documentation of such taxes to Lessor if Assessor does not provide such notice directly to Lessee.

(b) Lessee shall reimburse Lessor for all stormwater utility fees assessed by the City of Roanoke for the Leased Premises pursuant to Chapter 11.5, Code of the City of Roanoke(1979), as amended.

Section 5. **Lessee's Use of Leased Premises.** (a) Purpose. Lessee shall use the Leased Premises for single family residential purposes and for no other purpose.

(b) Operation. Lessee shall, at its sole cost and expense, operate and maintain the Leased Premises in accordance with good practices as are customary for its intended use. Any damage done to the Leased Premises, or any other property of Lessor located on the Leased Premises, shall be repaired or replaced at Lessee's sole discretion, provided that damage to the Leased Premises, or to any of the improvements to the Property, that renders any structure uninhabitable shall be repaired or replaced by Lessee. Any improvements made to the Leased Premises shall become the property of Lessor, without Lessor owing Lessee any sums for any increase in value to the Leased Premises as a result of such improvements.

(c) Maintenance. Lessee accepts the Leased Premises in its AS IS, WHERE IS, condition. Lessor makes no warranties or representations regarding the condition of the Leased Premises, including the suitability of the Leased Premises for Lessee's intended use. Lessor shall have no responsibility to maintain, repair, or replace any portion of the Leased Premises. Lessee agrees that any such maintenance, repair or replacement of any portion of the Leased Premises shall be performed in a good and workmanlike manner. Lessor reserves the right to enter upon the Leased Premises for the purposes of inspection. Such reservation of rights shall not be construed to limit, modify, or waive Lessee's obligation to keep the Leased Premises in good repair and condition, and to perform maintenance, repair, or replacement to the Leased Premises when necessary.

(d) Security. Lessee further acknowledges and agrees that Lessor is not responsible for providing any security to Lessee concerning any of Lessee's property located on the Leased Premises, and that any such security obtained by Lessee shall be obtained at Lessee's sole expense.

(e) Utilities. The parties agree that Lessor is not responsible for payment of any utility costs or charges, and telephone, internet, which will be the responsibility and obligation of Lessee to pay and obtain if applicable.

(f) Sublease of Leased Premises by Lessee. Lessee covenants and agrees that it will not sublet, license, assign, or transfer by operation of law or otherwise, this Agreement, the Leased Premises, or any right Lessee is authorized to exercise hereunder, without the prior written consent of the Lessor, and such attempted assignments without such permission shall be void. The Lessor may grant or withhold its consent in its sole discretion. Any attempt by the Lessee to sublet, license, assign, or transfer by operation of law or otherwise this Agreement, the Leased Premises, or any rights Lessee is authorized to exercise hereunder, without the prior written consent of the Lessor shall result in the automatic termination of this Agreement.

Section 6. Hazardous Materials. While on or near the Leased Premises in its performance pursuant to this Agreement or at any other portion of the Property, Lessee shall not transport, dispose of any hazardous substance, material, or waste, as the term "hazardous material" is defined under federal, state, and local laws, rules and ordinances, without obtaining Lessor's written approval, and in any event Lessee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, or disposal of hazardous material, substances or waste. Regardless of Lessor acquiescence, Lessee agrees to reimburse Lessor for all costs and expenses incurred by Lessor in eliminating or remedying such violations. Lessee also agrees to reimburse Lessor for attorney's fees and all penalties or civil judgments incurred by or obtained against Lessor as a result of Lessee's use of any hazardous material, substance or waste onto the ground or otherwise, or into the water or air from, near or upon the Leased Premises or the Property. The Lessee agrees to handle the storage and disposal of gasoline, oil, and other substances used in connection with the operation and maintenance of automobiles, in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances.

Section 7. Report Release of Hazardous Materials - Lessee shall immediately furnish to the Lessor written notice of any and all releases of hazardous waste, materials or substances whenever such releases are required to be reported to any federal, state, or local authority, and pay for all cleanup and removal costs. Such written notice shall identify the substance released, the amount released, the measures undertaken to cleanup and remove the released material and any contaminated soil or water. Lessee shall also provide Lessor with copies of any and all reports resulting from tests on the Leased Premises or made to any governmental agency which relate to the Leased Premises.

Section 8. Indemnification. Lessee agrees and binds itself to indemnify, keep and hold the Lessor, its officers, agents, employees and volunteers free and harmless from any and all claims, causes of action, damages, costs (including attorney's fees), or any liability on account of any injury or damage of any type to any persons or property growing out of or directly or indirectly resulting from any act or omission of Lessee, including but not limited to: (1) Lessee's use of the public ways or other areas of the Leased Premises in connection with this Agreement; (2) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of the Leased Premises; (3) the Lessee's exercise of any right or privilege granted by or under this

Agreement or any sublease, (4) the failure, refusal or neglect of Lessee or a sublessee of Lessee to perform any duty imposed upon or assumed by Lessee by or under this Agreement or any such sublease, (5) any claim made against the Lessor made or arising out of any action by Lessee or a sublessee of Lessee, or (6) any claim brought by a sublessee of Lessee against the Lessor for any reason. In the event that any suit or proceeding shall be brought against the Lessor at law or in equity, either independently or jointly with Lessee or sublessee on account of anything set forth above, Lessee, upon notice given to it by Lessor, will defend the Lessor in any such action or other proceeding, at the cost of the Lessee; and in the event of any settlement or final judgment being awarded against the Lessor, either independently or jointly with Lessee, then Lessee will pay any such settlement or judgment or will comply with such decree, pay all reasonable costs and expenses of whatsoever nature and hold the Lessor, its officers, agents, employees and volunteers harmless therefrom.

Section 9. Environmental Indemnifications - Regardless of the City's acquiescence and in addition to the indemnification provisions contained elsewhere in this Lease Agreement, Lessee shall indemnify, defend, and hold Lessor, its officers, agents and employees, harmless from all costs, liabilities, penalties, or fines, including attorney's fees, resulting from or arising out of Lessee's violation of the environmental provisions contained in this Lease Agreement and agrees to reimburse the Lessor for any and all costs and expenses incurred in eliminating or remedying such violations. Lessee further covenants and agrees to reimburse and hold the Lessor its officers, agents and employees, harmless from all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Lessor as a result of Lessee's use, release or disposal of petroleum product, hazardous substance, material, or waste onto the ground or into the air or water. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising under these environmental provisions, and Lessee further agrees that it will not raise or plead a statute of limitations defense in any action arising out of Lessee's failure to comply with the environmental provisions contained herein.

Section 10. Insurance. (a) Requirement of insurance. Lessee shall, at its expense, obtain and maintain during the life of the Agreement renters insurance and general liability coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limits of liability for this coverage shall be $100,000 combined single limit for any one occurrence and $100,000 aggregate. Any required insurance and bonds shall be effective prior to the commencement of this Agreement.

(b) Fire and Extended Coverage for Structures. Lessor shall obtain and maintain fire and extended coverage insurance insuring any improvements on the Leased Premises, for direct and indirect loss or damage by fire and any other casualty covered under a broad perils, "all risks" typical fire and extended coverage property insurance policy in an amount equal to the current fair value of the improvements. This coverage shall include the cost of demolition and removal of the improvements, or any portions thereof, damaged by fire or other casualty. In the case of a catastrophic, total destruction event, the proceeds of the fire and extended coverage insurance shall be payable to Lessor. Lessor shall have the sole right to retain the proceeds of insurance, terminate this Agreement, and refund a pro-rated amount of the Rent to the Lessee. In the case of any event,

other than a catastrophic, total destruction event, the proceeds of the fire and extended coverage insurance shall be payable to Lessor. Lessor, after consulting with the Lessee, shall decide whether (1) to use the proceeds to repair the improvements and continue this Agreement or (2) Lessor shall retain the proceeds of insurance and terminate this Agreement and refund a pro-rated amount of the Rent to the Lessee.

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

(1)The Lessee shall furnish the Lessor a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. The Lessor shall be notified of any deductible greater than 10% of the policy limit and such deductible shall be subject to approval of the Lessor, which shall not be unreasonably withheld. However, this deductible requirement shall not apply to pre-funded/fully-funded deductible programs upon proper documentation acceptable to the Lessor's Risk Manager.

(2)The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to the City of Roanoke."

(3)The required certificate or certificates of insurance shall name the Lessor, its officers, agents, employees, and volunteers as additional insureds in connection with this Agreement. The Fire and extended coverage insurance shall insure the Lessor and the Lessee in the Building, as their interests may appear.

(4)Insurance coverage shall be in a form and with an insurance company approved by the Lessor which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

Section 11. Termination and Expiration. (a) The parties agree that Lessee may terminate this Agreement at any time, with or without cause, for any reason, upon thirty (30) days written notice to Lessor. Upon any such early termination of the Agreement, Lessee shall vacate the Leased Premises upon the expiration of the notice period. Lessee shall be liable to Lessor for all rent, additional consideration, and taxes under this Agreement for the period of this Agreement prior to said termination date, except as set forth in this Agreement.

(b) Site Restoration. If this Agreement is terminated or expires, Lessee shall have sixty (60) days from the termination or expiration date to remove their personal property from the Leased Premises. Lessor and Lessee agree that Lessee may remove appliances within the main residence located on the Leased Premises, may remove out buildings, and may remove any plants, bulbs, and small trees of less than 3" in diameter at the base from the Property; provided that removal of any portions of the improvements to the Property does not render any structure uninhabitable. Lessor and

Lessee agree that Lessee is not required to leave the Property in a broom clean condition at termination or expiration. Lessor and Lessee agree that any and all items of personal property, in any condition or state of disrepair remaining at the Property at termination or expiration, shall be the property of Lessor. The parties acknowledge that Lessor shall have no obligation to provide security or otherwise safeguard Lessee's personal property that may be located on the Leased Premises during this time. If Lessee's property are not removed to the reasonable satisfaction of Lessor within sixty (60) days of the termination of this Agreement, such property shall be deemed abandoned and shall become the property of Lessor and Lessee shall have no further rights thereto, or at Lessor's option, the Lessor shall have the right to remove such items.

Section 12. Limitation of Lessor's Liability.

The Lessor, its officers, agents, or employees shall not be liable to Lessee for any damages of any type or loss caused by any omissions or actions of Lessor, whether negligent or otherwise. Lessee expressly agrees that a part of the consideration it is giving to support this Agreement is a waiver of any right to seek from the Lessor any claim for such consequential damages.

Section 13. Condemnation.

In the event the whole of the Premises is taken by eminent domain, this Agreement shall terminate as of the date title to the Leased Premises vests in the condemning authority. If a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Agreement as of the date of transfer of title, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the award paid for the taking and Lessor shall receive the full amount of such award. Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the license or to the fee of the Leased Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor acting as Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any costs or expenses incurred by Lessee in removing its personal property and any relocation expenses.

Section 14. Notices.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows :

If to Lessor, to: City of Roanoke
Director of Economic Development
117 Church Avenue S.W.
Roanoke, Virginia 24011
Telephone: (540) 853-2715
Facsimile: (540) 853-1213

If to Lessee, to: Richard E. Beverly
Cassie M. Beverly
2410 Mason Mill Road, N.E.
Roanoke, VA 24012
Telephone: (540) _____

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

Section 15. Miscellaneous.

(a) **No Broker.** If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for any commission by such broker.

(b) **Cooperation.** Each party agrees to cooperate with the other in executing any documents necessary to carry out the intent and purposes of this Agreement.

(c) **Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(d) **Authority.** The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their representative capacities as indicated.

(e) **Counterparts Allowed.** This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) **Compliance with Laws.** In Lessee's exercise of the rights and privileges granted herein, Lessee, its agents, employees, guests, invitees, contractors, and/or any other person over whom Lessee has control shall observe, obey and comply fully at Lessee's own expense with all present and future, federal state and local laws, rules or regulations, applicable to or affecting directly or indirectly Lessee or its operations and activities on or in connection with the Leased Premises. Lessee further agrees that Lessee does not and shall not during the performance of this Agreement; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

(g) **Successors and Assigns.** The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

(h) **Captions.** The paragraph Captions and Headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) **Governing Law.** By virtue of entering into this Agreement, Lessee and Guarantor agree and submit themselves to a court of competent jurisdiction in the City of Roanoke, Virginia and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia or any applicable federal laws and that all claims, disputes, and other matters shall be decided only by such court according to the laws of the Commonwealth of Virginia or any applicable federal laws.

(j) **Waiver.** Lessee agrees that the Lessor's waiver or failure to enforce or require performance of any term or condition of this Agreement or the Lessor's waiver of any particular breach of this Agreement by the Lessees extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by the Lessees and does not bar the Lessor from requiring the Lessees to comply with all the terms and conditions of the Agreement and does not bar the Lessor from asserting any and all rights and/or remedies it has or might have against the Lessee under this Agreement or by law.

(k) **Entire Agreement**. This Agreement and its exhibits constitute the entire agreement and understanding of the parties, and supersede all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. Lessee acknowledges that it has participated in the drafting of this Agreement. In the event of a dispute concerning any provision of this Agreement, Lessee hereby acknowledges and agrees that it will not rely on any defense that any ambiguity in the Agreement should be construed against the drafter of the Agreement and the Lessee waives that defense. Lessee agrees that Lessor shall have no responsibility, duty, or obligation to provide Lessee any services, property, or items that are not otherwise indicated in this Agreement.

(l) **Survival.** Lessee's obligations under this Agreement with respect to all representations and the Lessee's indemnity obligations pursuant to Sections 8 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

(m) **Joint and Several Obligations of Lessee.** The obligations of Lessee under this Agreement are the joint and several obligations of each Lessee.

(n) **Construction.** Lessee agrees that it has read, reviewed, and understands the terms of this Agreement. Lessee further agrees that it has participated in the drafting of this Agreement, and that in the event any of the terms of this Agreement are determined to be ambiguous, such ambiguity will not be construed against Lessor.

Section 16. Default

(a) Each of the following shall constitute an event of default of this Agreement: (1) Lessee fails to pay rent within ten (10) days after such rent becomes due and payable; (2) Lessee

fails to observe or perform any term, condition, or covenant in this Agreement; (3) noncompliance with any of the terms or obligations of Lessee under this Agreement; or (4) Lessee or guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Lessee or guarantor and is not discharged by Lessee or guarantor within sixty (60) days after such filing.

(b) It is understood and agreed by and between the Lessor and Lessee that in the event of a breach by Lessor or Lessee of any of the covenants and agreements herein contained or in the event of a default by Lessee as set forth above, the aggrieved party may serve a written thirty (30) day notice of default, specifying such default or breach, on the defaulting or breaching party. If such default is not remedied within said (30) days, this Agreement shall automatically end and expire.

(c) If such default or breach is not remedied within the thirty (30) day period, the non-defaulting or non-breaching party, at its option, without further notice or demand to the defaulting or breaching party, may in addition to all other rights and remedies provided in this Agreement or at law or in equity, terminate this Agreement and recover all damages to which it is entitled under the law. Furthermore, the Lessor shall be entitled to recover and immediately take possession of the Premises.

(d) If Lessor takes possession pursuant to this Agreement, with or without terminating this Agreement, Lessor may, at its option, enter into the Premises, remove Lessee's alterations, personal property, and other evidences of tenancy, and store them at the Lessee's sole risk and expense or dispose of them as Lessor may see fit, including, but not limited to selling such items and applying any net proceeds to any amounts Lessee may owe Lessor, and take and hold possession of the Premises.

SIGNATURE PAGE TO FOLLOW

DRAFT 10/07/2016

IN WITNESS WHEREOF, the parties have executed this Lease Agreement by the following Signatures as of the date stated above.

ATTEST:

_____
City Clerk

LESSOR:

CITY OF ROANOKE, VIRGINIA, a Virginia municipal corporation

By:_____
Christopher P. Morrill, City Manager

COMMONWEALTH OF VIRGINIA :
: To-wit:
CITY/COUNTY OF ROANOKE :

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Christopher P. Morrill, the City Manager for the City of Roanoke, Virginia, for and on behalf of the City.

My Commission expires: _____

_____
Notary Public

Registration No. _____

LESSEE:

_____
Richard E. Beverly

_____
Cassie M. Beverly

COMMONWEALTH OF VIRGINIA :
: To-wit:
CITY/COUNTY OF ROANOKE :

The foregoing instrument was acknowledged before me this _____ day of _____2016, by Richard E. Beverly.

My Commission expires: _____

_____
Notary Public

Registration No. _____

COMMONWEALTH OF VIRGINIA :
: To-wit:
CITY/COUNTY OF ROANOKE :

The foregoing instrument was acknowledged before me this _____ day of _____2016, by Cassie M. Beverly.

My Commission expires: _____

_____
Notary Public

Registration No. _____

Approved as to Form:

_____
Assistant City Attorney

Approved to as Execution:

_____
Assistant City Attorney

Authorized by Ordinance No: _____

Exhibit A

Leased Premises

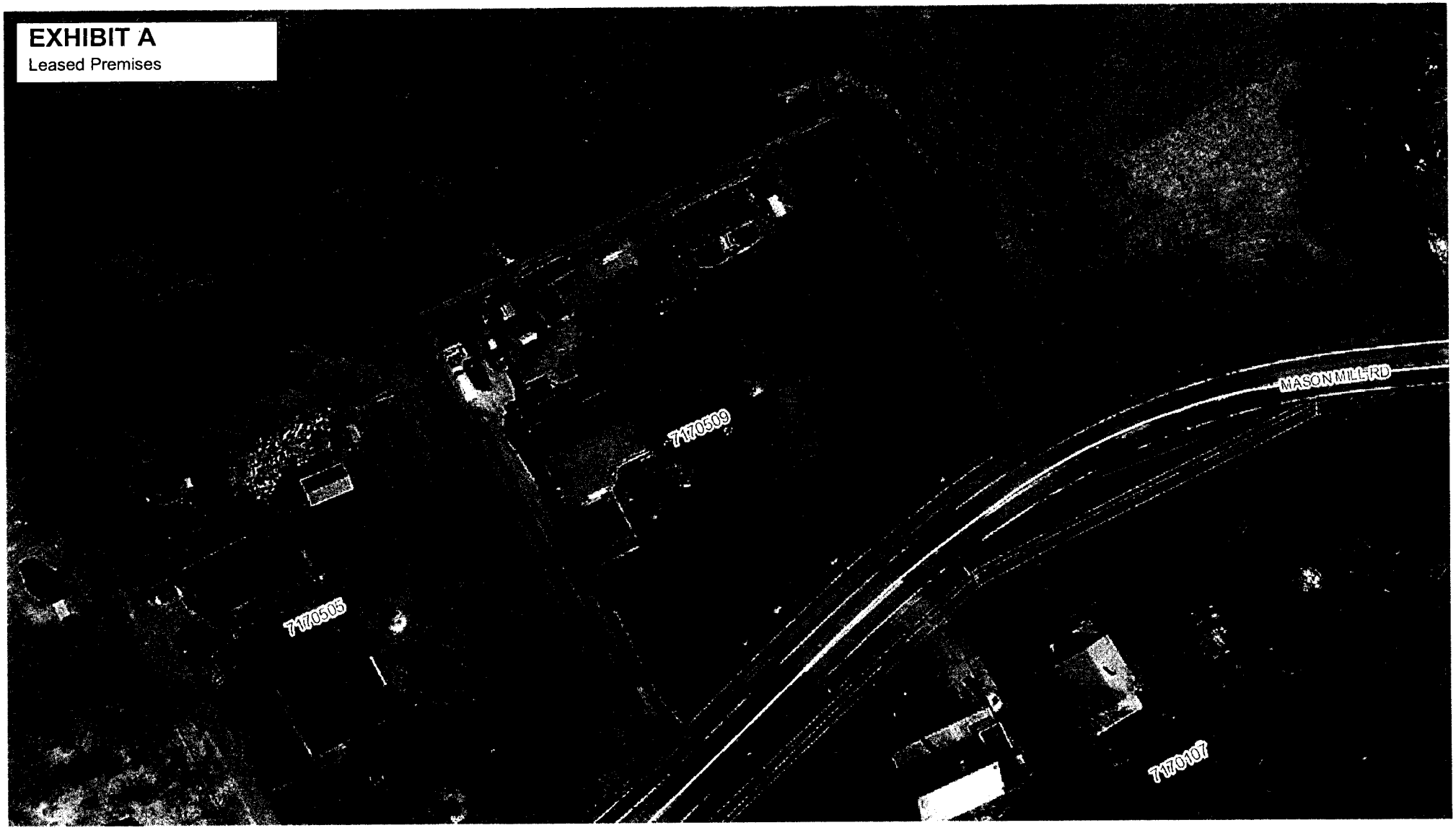


EXHIBIT A
Leased Premises
MASON MILL RD
7170509
7170505
7170107

yl

B.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute a lease agreement with Richard E. Beverly and Cassie M. Beverly ("Beverly's"), for the lease of approximately 0.9917 acres of property, together with buildings and improvements thereon, property the City is in the process of purchasing, located at 2410 Mason Mill Road, N.E., Roanoke, Virginia, designated as Roanoke City Official Tax Map No. 7170509; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on October 17, 2016, pursuant to Sections 15.2-1800 and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

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

1. The City Manager is hereby authorized, to execute, in a form approved by the City Attorney, a lease agreement with the Beverly's to lease approximately 0.9917 acres of property, together with buildings and improvements thereon, property the City is in the process of purchasing, located at 2410 Mason Mill Road, N.E., Roanoke, Virginia, designated as Roanoke City Official Tax Map No. 7170509, for a term not to exceed eighteen (18) months from the date of the Lease Agreement. The term of the Lease Agreement will commence on the date on which the City acquires title to the Property, and the Beverly's will pay rent to the City in the amount of $10.00 per month or $180.00 for the term of the Lease, as more particularly described in the City Council Agenda Report dated October 17, 2016.

2. The City Manager is further authorized to execute such other agreements and documents, and take such other actions, deemed necessary to effectuate, implement, administer, and enforce the Lease. The form of such other agreements and documents shall be approved by the City Attorney.

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.

B.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Economic and Community Development Reserve for the Property Acquisition of 2410 Mason Mill Road under the Deschutes Performance Agreement 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 General Revenue	08-310-9471-9003	$ 191,300
Fund Balance		
Economic and Community Development Reserve - Unappropriated	08-3365	(191,300)

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.

B.4.

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **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. (CM16-00147)**

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.

The proposed Lease Agreement contains the following provisions: a term of thee (3) years; a rental rate of $10.00 per year; termination of the lease by either party with written notice to the other sixty (60) days in advance; the permitted uses of the Fire Station and permitted hours of operation; requirement of the Club to provide for general maintenance of the property at their sole expense, and to pay all utilities and any applicable taxes or fees; and, a requirement that the Club obtain and maintain appropriate levels of liability and tenant property insurance.

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.

Recommended Action:

Absent comments at the public hearing needing further consideration, authorize the City Manager to execute such Lease Agreement between the City and the Melrose Athletic Club, Inc. for a term of three (3) years, substantially similar to the document attached to this report, and to execute such other

documents and to take such further actions as may be necessary to lease the Fire Station, and to implement, administer, and enforce such Lease Agreement, with the form of such Lease Agreement and any other documents to be approved as to form by the City Attorney.

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

DRAFT: 10/07/2016

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") dated on this ____ day of _____, 2016, is entered into between Melrose Athletic Club, Inc., a non-profit organization organized and existing under the laws of the Commonwealth of Virginia ("Lessee"), and the City of Roanoke, Virginia, a municipal corporation organized under the laws of the Commonwealth of Virginia, hereinafter referred to as ("City").

WHEREAS, the City is the owner of property located at 1015 Jamison Avenue, S.E., Roanoke, Virginia, bearing Official Tax Map No. 4120808 (also known as former Fire Station No. 6), containing a former fire house structure and adjacent parking lot area ("Leased Premises");

WHEREAS, the Melrose Athletic Club, Inc. has proposed to lease the Leased Premises from the City in order to conduct its amateur boxing program, fundraisers, and general operations; and,

WHEREAS, the City is desirous of leasing the Leased Premises to the Melrose Athletic Club, Inc. under certain terms and conditions;

WITNESSETH:

1. Leased Premises: That in consideration of the rent provided for herein and the covenants and agreements set forth below, the City does hereby lease to the Lessee the Leased Premises as more particularly depicted on a plan marked "Exhibit A" attached hereto and made a part of this Lease Agreement.

2. Term: The term of this Lease Agreement shall be for three (3) years, commencing on _____ ___, 2016, and terminating on _____ ___, 2019.

3. Rent: Lessee, for and during any term of this Lease Agreement, shall pay rent to the City for the use and occupancy of the Leased Premises at an annual lease rate of $10.00 per year, payable in advance to the Office of Billings and Collections, Room 252, 215 Church Avenue, S.W., Roanoke, Virginia 24011-1529.

4. Termination: Either party hereto may terminate this Lease Agreement by giving written notice to the other party sixty (60) days in advance. The written notice shall identify the date on which this Lease Agreement shall terminate in accordance with this Section 4. Notwithstanding the foregoing, this Lease shall automatically terminate and be of no further force or effect in the event that Lessee fails to use the Leased Premises for the purposes set forth in this Lease Agreement for a period of thirty (30) consecutive days. In such event, the City shall notify Lessee that this Lease Agreement has terminated and Lessee shall have no further right or interest in the Leased Premises.

5. Uses of Leased Premises: Lessee may use the Leased Premises for only the purposes of conducting its amateur boxing program, fundraisers, meetings, and matters ancillary thereto, as permitted, based on occupancy limits established by the Fire Marshall and Building Commissioner of the City of Roanoke. Activities associated with the Use of the Leased Premises shall be conducted only during the hours of 6:00 a. m. and 11:00 p.m., seven days a week.

6. Improvements to Become Property of the City: Any and all improvements made to the Leased Premises by the Lessee shall become the property of the City upon the expiration of this Lease Agreement. However, no such improvements shall be made, including those to the parking area and grounds, without the express prior, written approval of the City Manager, which approval may be granted or denied in the sole discretion of the City Manager. All approved improvements shall be made in compliance with applicable local, state, and federal laws, rules, and regulations. The Lessee shall be responsible, at its sole cost and expense, for all costs and expenses for the approved improvements, including all permit fees.

7. Maintenance:

(a) The Leased Premises shall be kept neat, clean, orderly, and sanitary at all times.

(b) During the term of this Lease Agreement, Lessee shall be solely responsible

for all maintenance and upkeep of the Leased Premises, including, but not limited to, interior and exterior cleaning; snow removal; interior painting and repairs; trimming trees, brush and shrubs; weeding, mowing, trimming and watering of the lawn and vegetation on the Leased Premises; and, repair of appliances and heating, ventilation, air conditioning systems, plumbing, and electrical systems. Lessee shall be responsible for paying all utilities and charges on the Leased Premises, including, but not limited to, charges for electricity, water, sewage, storm water, gas, cable, internet, and household and leasehold taxes, if applicable.

8. Damage to Leased Premises: In the event the Leased Premises, or any part thereof, are completely destroyed or are so badly damaged so as to practically amount to total destruction, or if the City, regardless of the extent of the damage, and regardless of the cause, including, but not limited to, fire, vandalism, robbery, theft, or any other casualty, or from wind, water, storm, rain or snow or any other cause whatsoever, decides not to rebuild or repair the Leased Premises, or any part of them, the City may immediately terminate this Lease Agreement, or exclude from the provisions of this Lease Agreement, any one of the structures in the Leased Premises upon written notice to Lessee, invitees, guests, or any other person. In such an event, the City shall not be liable to Lessee, invitees, guests, or any other person or entity for any damages whatsoever for any damage, compensation or claim arising from the loss of use of the Leased Premises. The City shall not be liable for any goods, property or personal effects stored or placed in or around the Leased Premises, and the City shall not in any way be held responsible therefor or liable for damage or injury thereto, even if the City's conduct, or the conduct of one of its own employees, volunteers, or contractors is a contributing cause for the damage.

9. Environmental Laws: The Lessee shall maintain and operate the Leased Premises strictly in accordance with all applicable federal, state and local environmental protection laws, regulations, rules and orders, including but not limited to those laws relating to the storage, disposal and presence of Hazardous Substances (the term "Hazardous Substances" used herein has the same

meaning as given that term and to the term "hazardous wastes" in 42 U.C.C. §9601), disposal of solid waste, release or emission of pollutants or Hazardous Substances into the air or soil or into groundwater or other waters, and erosion and sedimentation control (collectively, "Environmental Law"). The Lessee covenants that it has either acquired heretofore or shall acquire, prior to or at the time required by applicable law, all environmental permits and licenses required by any Environmental Law in connection with the maintenance and operation of the Lessee's business upon the Leased Premises.

10. Environmental Indemnification: The Lessee shall indemnify, defend and hold the City, its successors, assigns, directors, officers, employees, volunteers, agents and lenders harmless from all response costs, damages, expenses, claims, fines and penalties incurred by the City, its successors, assigns, directors, officers, employees, volunteers, agents and lenders as the result of any violation by the Lessee of any Environmental Law, or as the result of any necessary repair, cleanup, closure or detoxification of the Leased Premises or upon land in the vicinity of the Leased Premises if due to conditions existing upon the Leased Premises or as a result of a misrepresentation made by the City based upon information supplied by the Lessee to the City. The provisions in this section shall survive the termination of this Lease Agreement.

11. Environmental Right-of-Entry: The Lessee shall grant and give to the City, its agents and employees the right and license to enter the Leased Premises, without notice, at any reasonable time to inspect the Leased Premises or to conduct a reasonable environmental investigation, including but not limited to an environmental assessment or audit of the Leased Premises to satisfy the City that the Leased Premises are free from environmental contaminations and hazard. The City may employ engineers to conduct such investigations on the City's behalf, and the Lessee shall give to such engineers the same rights and licenses as the City may have pursuant to this section. The

Lessee shall from time to time and upon the request of the City, give to the City or to whomever the City may designate such assurances as may be necessary to show that the Lessee is in compliance with any and all Environmental Laws. The City shall use its best efforts to minimize interference with the Lessee's business but shall not be liable for any interference or harm caused by the City's exercise of its rights under this section. If any environmental contamination be found, after conduction any such environmental investigation as required herein, the cost of such investigation and audit, in addition to all costs required to comply with any Environmental Law and to conduct necessary cleanup, shall by borne by the Lessee, bear interest at the annual rate of eighteen percent (18%) and be payable as additional rent immediately upon written demand thereof.

12. Environmental Disclosures: The Lessee shall disclose to the City at the Commencement Date of this Lease Agreement, and on January 1 of each calendar year thereafter (all such dates being hereinafter called "Disclosure Dates"), including January 1 of the year after the termination of this Lease Agreement, the names and amounts of all Hazardous Substances, which were stored, used or disposed of at the Leased Premises, or which the Lessee intends to store, use or dispose of at the Leased Premises, for the year prior to and after each Disclosure Date. The City, in its sole and absolute discretion, may consent or decline to consent to the Lessee's storage or use, or both, of any Hazardous Substance, provided that (i) the Lessee shall store such matter in leak-proof containers, (ii) such storage and use does not constitute a violation of any Environmental Law, and (iii) the Lessee shall use such matter in accordance with all Environmental Laws.

13. Indemnification: The Lessee agrees and binds itself and its successors and assigns to indemnify, keep and hold the City and its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the Lessee,

including: (a) the exercise of any right or privilege granted by or under this Lease Agreement or (b) the failure, refusal or neglect of the Lessee to perform any duty imposed upon or assumed by the Lessee by or under this Lease Agreement. In the event that any suit or proceeding shall be brought against the City or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly with Lessee on account thereof, the Lessee, upon notice given to it by the City or any of its officers, employees, agents, volunteers and representatives, will pay all costs of defending the City or any of its officers, employees, agents, volunteers and representatives in any such action or other proceeding. In the event of any settlement or any final judgment being awarded against the City or any of its officers, employees, agents, volunteers and representatives, either independently or jointly with the Lessee, then the Lessee will pay such settlement or judgment in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City or any of its officers, employees, agents, volunteers and representatives harmless therefrom. For purposes of this Paragraph, the costs of defending the City or any of its officers, employees, agents, volunteers and representatives may include the hourly salary rate of any employee of the City charged with the duty to defend the interests of the City or any of its officers, employees, agents, volunteers and representatives.

14. Insurance:

a. Requirement of insurance. The Lessee shall, at its sole expense, obtain and maintain during the life of this Lease Agreement the insurance policies required by this section. Any required insurance policies shall be effective prior to the beginning of any term in which this Lease Agreement is in effect. ***In all situations, the Lessee's coverage is primary and non-contributory with any insurance or self-insurance carried by the City, its agents, employees or assigns.***

(1) Commercial General Liability. Commercial general liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Lessee's performance under this Lease Agreement. The minimum limits of liability for this coverage shall be $1,000,000.00

combined single limit for any one occurrence.

(2) Contractual Liability. Broad form contractual liability insurance shall include the indemnification obligation set forth in section 13 of this Lease Agreement.

(3) Tenant's insurance. The Lessee shall, at its sole cost and expense, obtain and maintain during the life of this Lease Agreement a property insurance policy written on an "all risk" basis insuring all of the Lessee's personal property, including, but not limited to, equipment, furniture, fixtures, furnishings, and leasehold improvements which are the Lessee's responsibility, for not less than full replacement cost of such property. All proceeds of such insurance shall be used to repair or replace the Lessee's property.

b. Umbrella Coverage. The insurance coverages and amounts set forth in subsections (1) and (2) of this section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of $1,000,000.00. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (1) and (2), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Lessee to this City.

c. Evidence of Insurance. All insurance shall meet the following requirements:

(1) Prior to execution of this Lease Agreement, the Lessee shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles. Such certificates shall be attached to this Lease Agreement at the time of execution of this Lease Agreement and shall be furnished in a timely fashion to demonstrate continuous and uninterrupted coverage of all of the required forms of insurance for the entire term of this Lease Agreement.

(2) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the Risk Management Officer for the City of Roanoke."

(3) The required certificate or certificates of insurance shall name the City of Roanoke, its officers, employees, agents, volunteers and representatives as additional insureds.

(4) Where waiver of subrogation is required with respect to any policy of insurance required under this section, such waiver shall be specified on the certificate of insurance.

(5) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Lease Agreement shall be authorized to do business in the Commonwealth of Virginia.

d. Ranges and Limits. At the end of each lease year, the City shall have the right to require increases in the amounts of insurance specified above. Any adjustments shall bear a reasonable relation to any change in the cost of living or cost of repair or replacement, as measured by changes in the consumer Price Index of the United States Bureau of Labor Statistics applicable to the Commonwealth of Virginia or comparable measure if the Consumer Price Index is no longer being issued.

15. Nonassignability of Lease: The Lessee agrees not to assign this Lease Agreement, or subject the Leased Premises, or any portion thereof, or transfer possession or occupancy thereof, to any person or entity without the prior written consent of the City Manager, such consent to be granted or denied in the sole discretion of the City Manager.

16. Compliance With Law By The Lessee: In the use and maintenance of the Leased Premises, the Lessee shall fully comply with all local, state, and federal ordinances, laws, and regulations, and shall be responsible for ensuring that all activities, uses, and structures placed or located on the Leased Premises comply with Chapter 36.2, Zoning, of the Code of the City of Roanoke (1979), as amended.

17. Equal Employment Opportunity: During the performance of this Lease Agreement, the Lessee agrees as follows:

(a) The Lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Leased Premises. The

Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

(c) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

(d) The Lessee will include the provisions of the foregoing subsections in every contract or purchase order of over ten thousand dollars and no cents ($10,000.00) so that the provisions will be binding upon the Lessee or its vendor.

18. Drug-Free Workplace: During the time this Lease Agreement is in force, the Lessee shall:

(a) Provide a drug-free workplace for the Lessee's employees;

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(c) State in all solicitations or advertisements for employees placed by or on behalf of the Lessee that the Lessee maintains a drug-free workplace; and

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars and no cents ($10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with this Lease Agreement.

19. Faith-Based Organizations: Pursuant to §2.2-4343.1 of the Code of Virginia (1950), as amended, the City does not discriminate against faith-based organizations.

20. Governing Law: This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

21. No Third Party Beneficiary: The provisions of this Lease Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Lease Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

22. Forum Selection And Choice Of Law: By virtue of entering into this Lease Agreement, the Lessee submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Lease Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

23. Authority Of Representatives: The persons who have executed this Lease Agreement represent and warrant that they are duly authorized to execute this Lease Agreement in their respective capacities as indicated.

24. Employment Of Unauthorized Aliens: The Lessee shall not during the time this Lease Agreement is in force knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

25. Notice: Any notice, request, or demand given or required to be given under this Lease Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed duly given only if delivered personally or sent by certified mail, return receipt requested to the addresses stated below.

To City:

City Manager
Room 364, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, Virginia 24011

To Lessee: President
Melrose Athletic Club Inc.
_____
Roanoke, Virginia _____

Notice shall be deemed to have been given, if delivered personally, upon delivery, and if mailed, upon the third business day after the mailing thereof.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first hereinabove written.

ATTEST:

CITY OF ROANOKE, VIRGINIA

_____

By_____
City Manager

_____
Stephanie M. Moon Reynolds, City Clerk

COMMONWEALTH OF VIRGINIA § To wit
CITY OF ROANOKE

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Christopher P. Morrill, the duly authorized City Manager of the City of Roanoke, Virginia, a Virginia municipal corporation, on behalf of the City of Roanoke, Virginia.

My Commission Expires:
_____

_____
Notary Public

Registration No._____

SEAL

ATTEST:

MELROSE ATHLETIC CLUB, INC.

_____
Secretary

By_____
President

_____
Printed Name

COMMONWEALTH OF VIRGINIA § To wit
CITY OF ROANOKE

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the duly authorized _____of Melrose Athletic Club, Inc., a Virginia non-stock corporation, on behalf of Melrose Athletic Club, Inc..

My Commission Expires:
_____

_____
Notary Public

Registration No._____

SEAL

Approved as to Form:

_____

City Attorney

Approved as to Execution:

_____

City Attorney

EXHIBIT A

PLAN OF LEASED PREMISES

EXHIBIT A

4120901
4121101
4120819
4120818
4120817
4120816
4120815
4120814
4120810
4120809
4120808
4120807
4120806
4120805
4120804
4120803
4120802
4120315
4120314
JAMISON AVE
4TH ST
HIGHLAND
BULLITT AVE

JC

B.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute a lease agreement with Melrose Athletic Club, Inc. ("Club"), for the lease of a parcel of City-owned property located at 1015 Jamison Avenue, S.E., Roanoke, Virginia, known as the former Fire Station No. 6 ("Fire Station No. 6 Property"), designated as Roanoke City Official Tax Map No. 4120808; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on October 17, 2016, pursuant to Sections 15.2-1800 and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

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

1. The City Manager is hereby authorized, to execute, in a form approved by the City Attorney, a lease agreement with the Club to lease a parcel of City-owned property located at 1015 Jamison Avenue, S.E., Roanoke, Virginia, designated as Roanoke City Official Tax Map No. 4120808, to be operated by the Club, or its designee, to conduct its amateur boxing program, fundraisers and general operations, for a term of three (3) years, commencing on the date the Club, or its designee, first occupies the Fire Station No. 6 Property. The Club, or its designee, will pay an annual rent of $10.00 per year to the City for the use and occupancy of the Fire Station No. 6 Property, as more particularly described in the City Council Agenda Report dated October 17, 2016.

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

ATTEST:

City Clerk.

B.5.

CITY COUNCIL AGENDA REPORT

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

Meeting: **October 17, 2016**

Subject: **Mill Mountain Zoo Lease and Agreement (CM16-00146)**

Background:

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

The previous lease with BRZSV expired June 30, 2016, and the parties had been diligently working to finalize a new lease. City Council held a public hearing on August 15, 2016 on a proposed lease and authorized its execution. However, a provision of that proposed lease, and of the lease which expired on June 30, 2016, required the BRZSV to maintain accreditation by the American Zoo and Aquarium Association (AZA). If such accreditation was lost, the BRZSV would be required to pay the City an annual lease rate of $5,010.00 per year. The BRZSV recently announced that its AZA accreditation for the Mill Mountain Zoo was not being renewed.

The revised proposed lease is very similar to the version authorized by City Council on August 15, 2016. The revised proposed lease and agreement provides for the following provisions: an initial term of one (1) year, with up to four additional one (1) year terms upon mutual agreement of the parties, provided that either party may terminate the lease agreement with or without cause at any time during either the initial or any of the renewal terms with sixty (60) day written notice; an annual lease payment from BRZSV to the City of $10, with the removal of the previous provision related to the loss of AZA accreditation as it pertained to an increased annual lease payment amount; the City providing a maximum of sixty (60) hours of tree maintenance and removal services per calendar year; annual fiscal year operating contributions of $33,120 from the City to the BRZSV; and, responsibility of BRZSV for all operating and maintenance costs above the $33,120 contribution by the City.

Recommended Action:

Authorize the City Manager to execute a lease with BRZSV, similar in form to that which is attached to this report, for a period of one (1) year, subject to up to four additional one-year term renewals upon mutual agreement of the parties, retroactive to July 1, 2016. Such lease shall be approved as to form by the City Attorney.

CHRISTOPHER P. MORRILL
City Manager

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

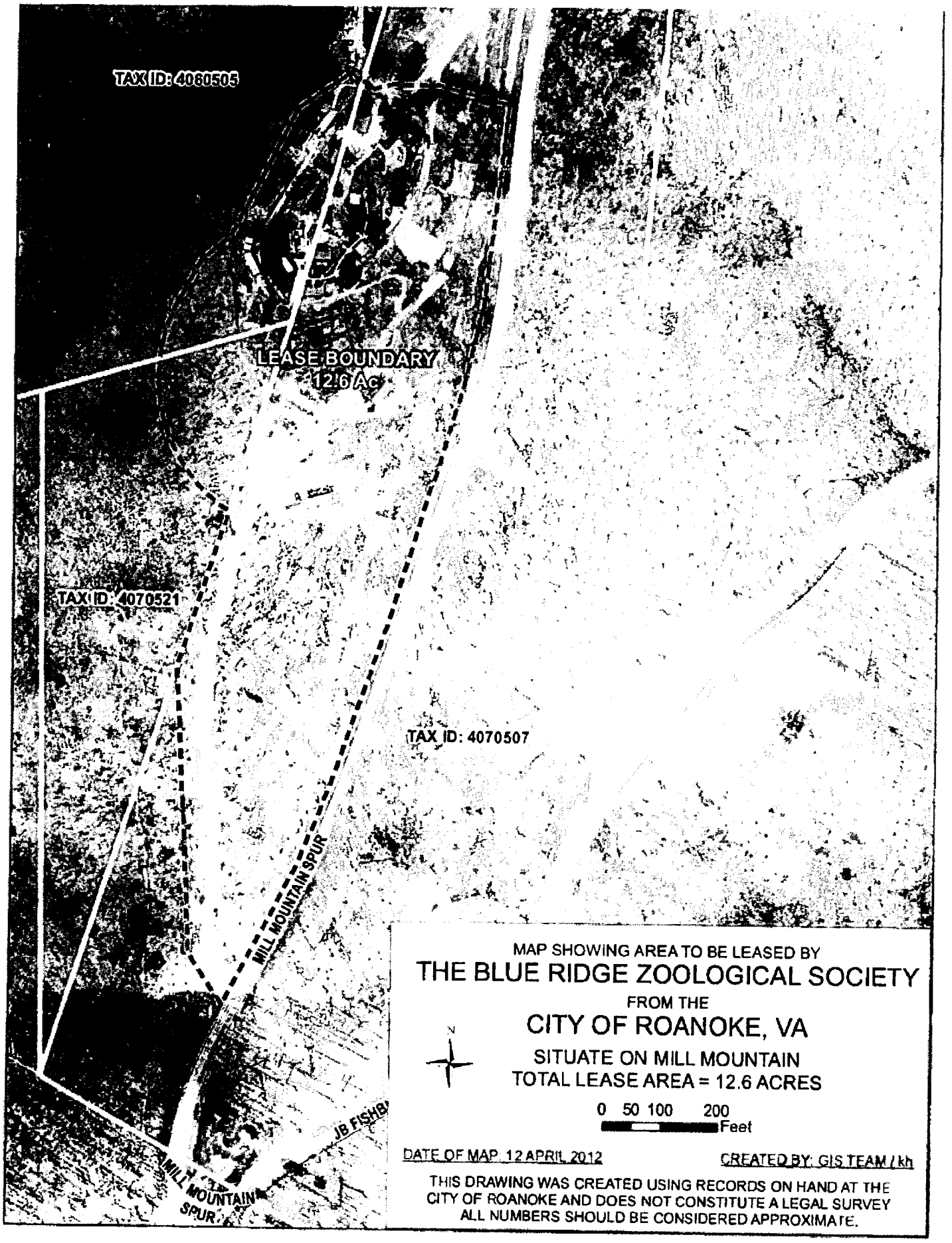

TAX ID: 4060505
LEASE BOUNDARY
12.6 Ac
TAX ID: 4070521
TAX ID: 4070507
MILL MOUNTAIN SPUR
JB FISHB
MILL MOUNTAIN
SPUR
MAP SHOWING AREA TO BE LEASED BY
THE BLUE RIDGE ZOOLOGICAL SOCIETY
FROM THE
CITY OF ROANOKE, VA
SITUATE ON MILL MOUNTAIN
TOTAL LEASE AREA = 12.6 ACRES
N
0 50 100 200
Feet
DATE OF MAP: 12 APRIL 2012
CREATED BY: GIS TEAM / kh
THIS DRAWING WAS CREATED USING RECORDS ON HAND AT THE
CITY OF ROANOKE AND DOES NOT CONSTITUTE A LEGAL SURVEY
ALL NUMBERS SHOULD BE CONSIDERED APPROXIMATE.

Exhibit A

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

W I T N E S S E T H:

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

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

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

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

1. Leased Premises:

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

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

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

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

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

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

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

5. Insurance Requirements Section:

The Lessee shall meet the following insurance requirements:

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

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

(1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by an

agreement or a written agreement. If additional insured status is automatic under a different coverage form, Lessee must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Lessee and any subcontractors under this Agreement.

OR

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

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

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

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

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

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

$1,000,000.00 each occurrence limit

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

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

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

$100,000.00 Bodily Injury by Accident each occurrence

$500,000.00 Bodily Injury by Disease Policy Limit.

$100,000.00 Bodily Injury by Disease each employee.

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

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

D. Proof of Insurance Coverage:

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

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

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

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

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

G. The continued maintenance of the insurance policies and coverages required by the Agreement is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Lessee for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Lessee, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Lessee's interest or liabilities, but are merely minimums. The obligation of the Lessee, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Lessee in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Lessee's insurance company before seeking recovery directly from the Lessee.

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

7. Compliance with Law: The Lessee agrees to design, construct, operate and maintain the Premises and the Mill Mountain Zoo in compliance with all applicable laws, regulations and ordinances, and the Lessee agrees to employ and provide sufficient personnel for the proper operation of the Mill Mountain Zoo.

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

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

10. Additions to Premises: All improvements constructed subsequent to the date of this Agreement by the Lessee and permanently attached to the Premises with the exception of

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

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

12. Operation of Mill Mountain Zoo: All matters of management, operation and policy for the Mill Mountain Zoo, including admissions charges, hours of operation and the like shall be in the discretion of the Lessee, but the Lessee agrees to comply with all applicable federal, state and local ordinances, rules and regulations relative to the use of Mill Mountain and applicable to the Premises. Any applicable admissions taxes imposed, generally, by the City, the Commonwealth of Virginia or other governmental agencies having jurisdiction, shall be collected, reported, and accounted for, by the Lessee, and paid to the City, as provided by general ordinance or law.

13. Compliance With Environmental Protection Laws:

(a) The Lessee covenants and agrees to design, construct, maintain and operate the Premises and the Mill Mountain Zoo strictly in accordance with all applicable federal, state and local environmental protection laws, regulations, rules and orders, including but not limited to those laws relating to the storage, disposal and presence of Hazardous Substances (the term "Hazardous Substances" used herein has the same meaning as given that term and to the term "hazardous wastes" in 42 U.S.C. §9601), disposal of solid waste, release or emission of pollutants or Hazardous Substances into the air or soil or into groundwater or other waters, applicable water and sewer regulations, and erosion and sedimentation control

(collectively, "Environmental Law"). The Lessee covenants that it has either acquired heretofore or shall acquire, prior to or at the time required by applicable law, all environmental permits and licenses required by any Environmental Law in connection with the maintenance and operation of the Mill Mountain Zoo.

(b) The Lessee covenants that it shall indemnify, defend and hold the City, its successors, assigns, directors, officers, employees, volunteers, agents and lenders harmless from all response costs, damages, expenses, claims, fines and penalties, including attorney fees, incurred by the City, its successors, assigns, directors, officers, employees, volunteers, agents and lenders as the result of any violation by Lessee, or any predecessor in interest to or any person acting with permission of Lessee of any Environmental Law or as the result of any necessary repair, cleanup, closure or detoxification of the property upon which the Mill Mountain Zoo is located or upon land in the vicinity of the Mill Mountain Zoo if due to conditions caused by the Lessee, predecessor in interest to or any person acting with permission of Lessee, or as a result of a misrepresentation made by the City based upon information supplied by the Lessee to the City. These provisions in this section shall survive the termination of this Agreement.

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

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

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

Environmental Law.

14. Removal of Structures and Animals:

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

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

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

such consent shall not approve future subleases or assignments of all or any portion of the Premises, which right is specifically reserved.

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

(a) The Lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for the normal operation of the Lessee. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

17. The Lessee will: (i) provide a drug-free workplace for the Lessee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Lessee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(iii) state in all solicitations or advertisements for employees placed by or on behalf of the Lessee that the Lessee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this subsection, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

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

19. Entire Agreement: This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

20. Successors: Except as otherwise specifically provided herein, the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.

21. No Waiver: No failure of any party to insist upon strict observance of any provision of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall be deemed a waiver of any provision of this Agreement in any instance.

22. Notice: Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by United States Registered Mail, postage prepaid, to the other party at the address stated below.

To the City: City Manager
Room 364, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, VA 24011

To the Lessee: Blue Ridge Zoological Society of Virginia, Inc.
c/o Mill Mountain Zoo
P. O. Box 13484
Roanoke, VA 24034

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

ATTEST:

_____
Stephanie M. Moon, City Clerk

CITY OF ROANOKE

By_____
Christopher P. Morrill
City Manager

ATTEST:

By_____
Secretary

BLUE RIDGE ZOOLOGICAL SOCIETY OF VIRGINIA, INC.

By_____
President

Approved as to Form:

_____
Assistant City Attorney

Approved as to Execution

_____
Assistant City Attorney

B.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

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

WHEREAS, a public hearing was held on October 17, 2016, pursuant to Sections 15.2-1800 and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

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

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

and removal services per calendar year; annual fiscal year operating contributions of $33,120 from the City to the Zoo; and, responsibility of the Zoo for all operating and maintenance costs above the $33,120 contribution by the City, in addition to other certain terms and conditions, and as more particularly described in the City Council Agenda Report dated October 17, 2016.

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

ATTEST:

City Clerk.

7.b.1.

Roanoke City Council

FY16 Financial Report
(Unaudited)

City of Roanoke

October 17, 2016

Comparison Of FY 2016 to FY 2015

- Strong local tax revenue growth at 4.2%
- Real Estate, Personal Property, Motor Vehicles License, Meals and Lodging Taxes all increased 3.0% or greater. Business License Tax Decreased 2.7%
- Maintained General Fund Reserve at 10.6% of Expenditures

Challenges Compared to Budget

- Started off with fluctuations, but improved with signs of growth
- Adjusted Revenue Budget to reflect improvement

Personal Property Current	$1,700,000
Delinquent Personal Property	200,000
Public Service – Real Estate	500,000
Sales Tax	300,000
Lodging	100,000
Total	$2,800,000

The Adjusted Revenue Budget Allowed For Increases In:

• Residential Juvenile Detention	$ 146,955
• Fire Overtime	285,639
• Fire FLSA	83,463
• Fire Peak Ambulance	109,317
• Snow Removal	198,358
• Deer Culling	68,000
• Registrar	96,535
• Fleet Parts	630,388
• Total	$ 1,618,655

FY 2016 Revenue Variance

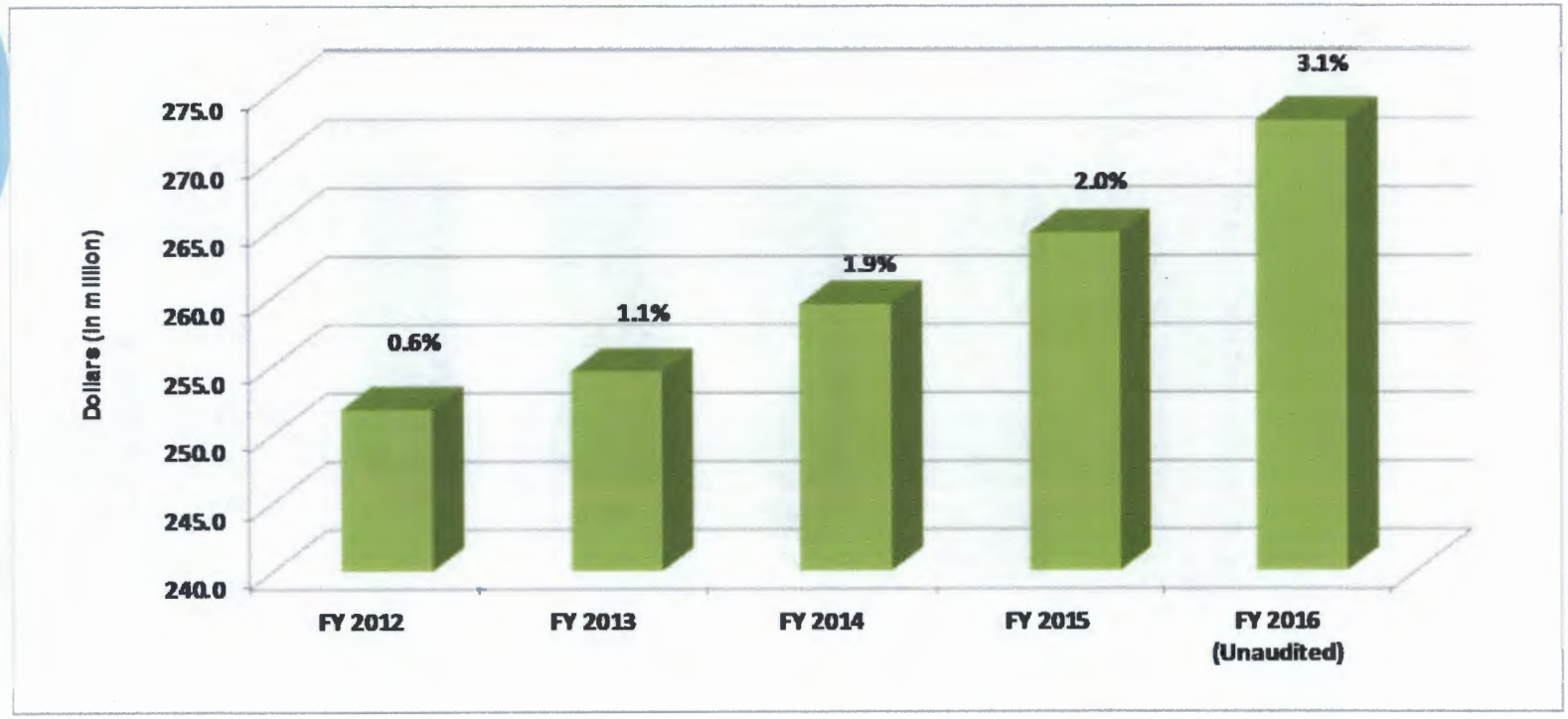
- Overall Revenue Variance ($2,600,000)

- Social Services ($1,900,000)
- Sheriff Vacant Positions (280,000)
- Personal Property Taxes 900,000
- Other Local Taxes (400,000)
- Fees & Licenses (300,000)
- Fines & Forfeitures (270,000)
- Charges for Services (500,000)
- Street Maintenance 150,000

Finished the Year (2016)

- Maintaining the General Fund Reserve at 10.6%
- Increased funding for schools
- Prudent management of contingency and operational funding

Continued Increase in General Fund Revenues

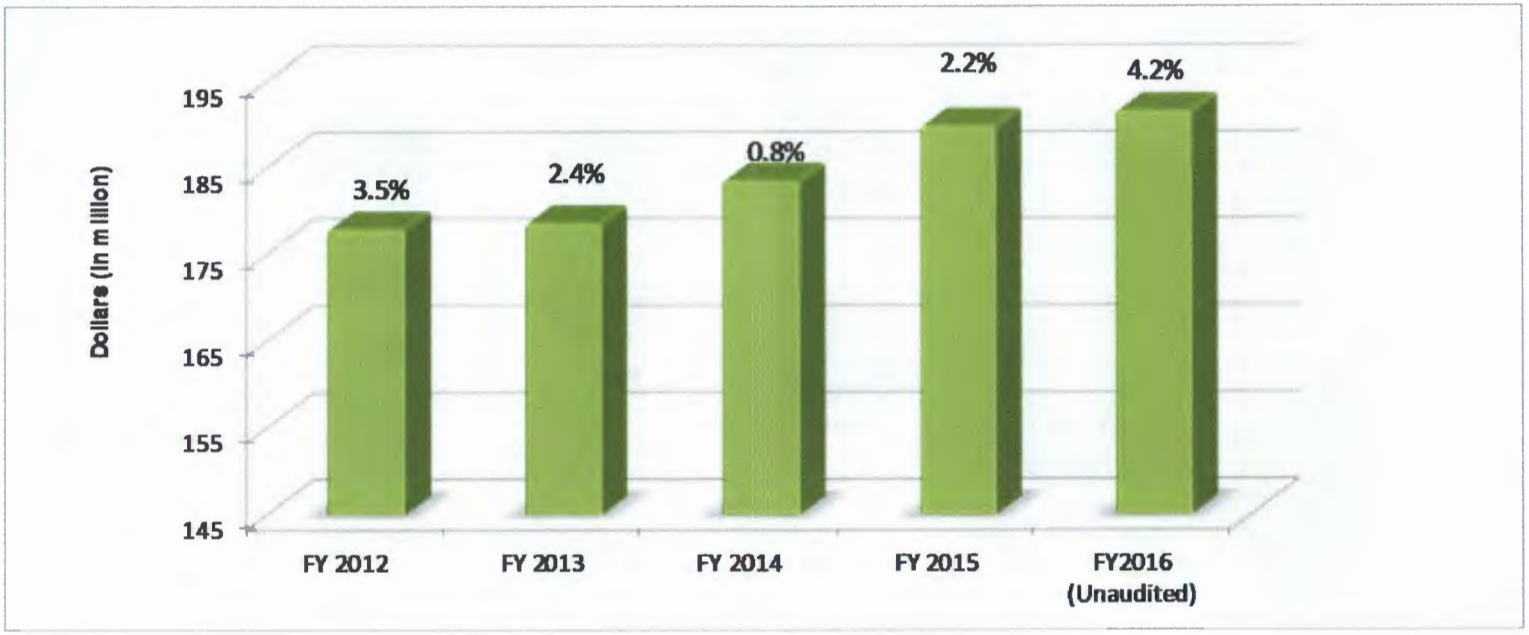


FY 2016 General Taxes increased $5.4 million and Other Local Taxes increased $2.3 Million over FY 2015.

To enhance comparability, FY 12 data were adjusted for daycare revenues. Effective in January 2012, the Commonwealth began paying daycare services directly.

Source: City of Roanoke CAFR FY2012-FY2015 and Unaudited FY2016 Financial Statements

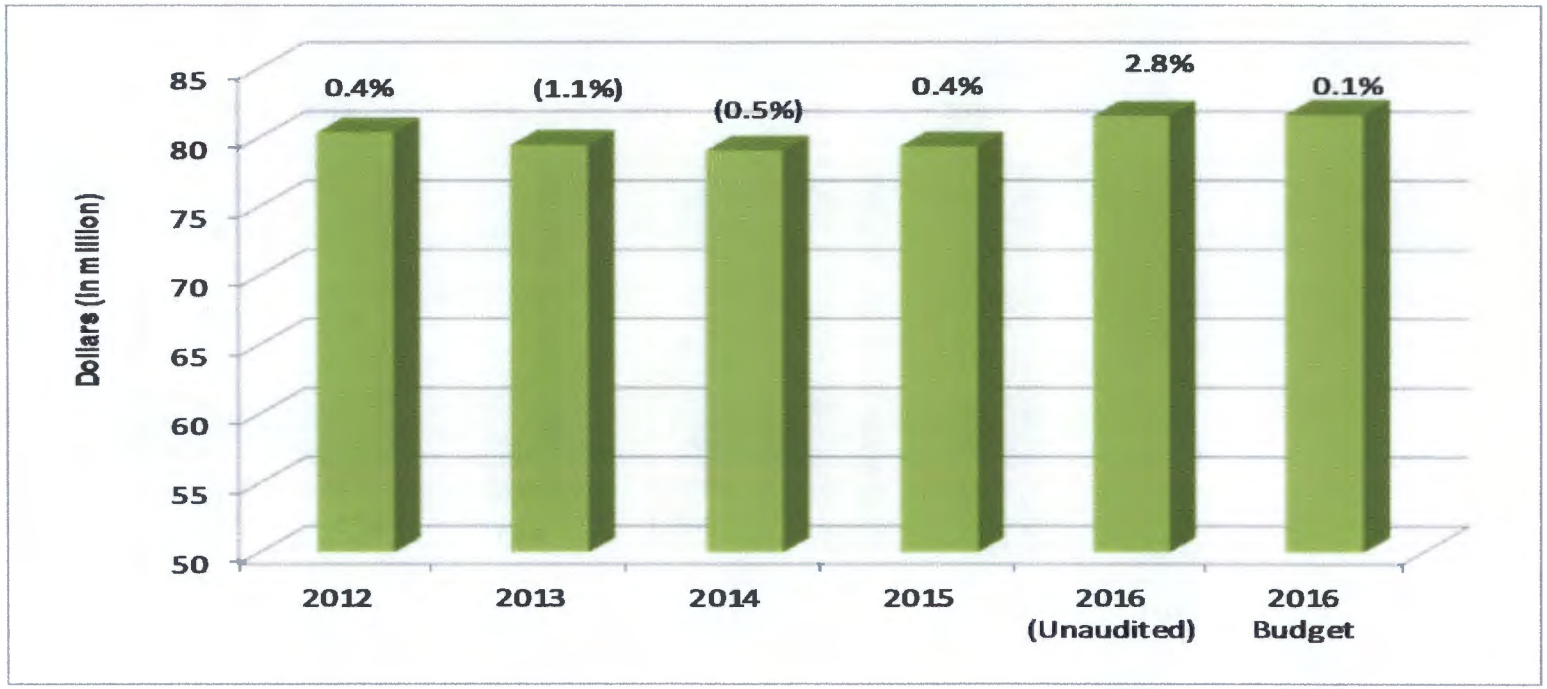
Total Local Taxes Increased for Fifth Year
(Includes General Property and Other Local Taxes)



The data includes 2% increase in meals tax in FY 2012, and1% increase in transient tax in FY 2013. In FY 2016, increases of $0.03 in real estate tax, 0.5% meals tax, and $8.00 motor vehicle tax.

Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

Modest Growth In Real Estate Tax Revenues

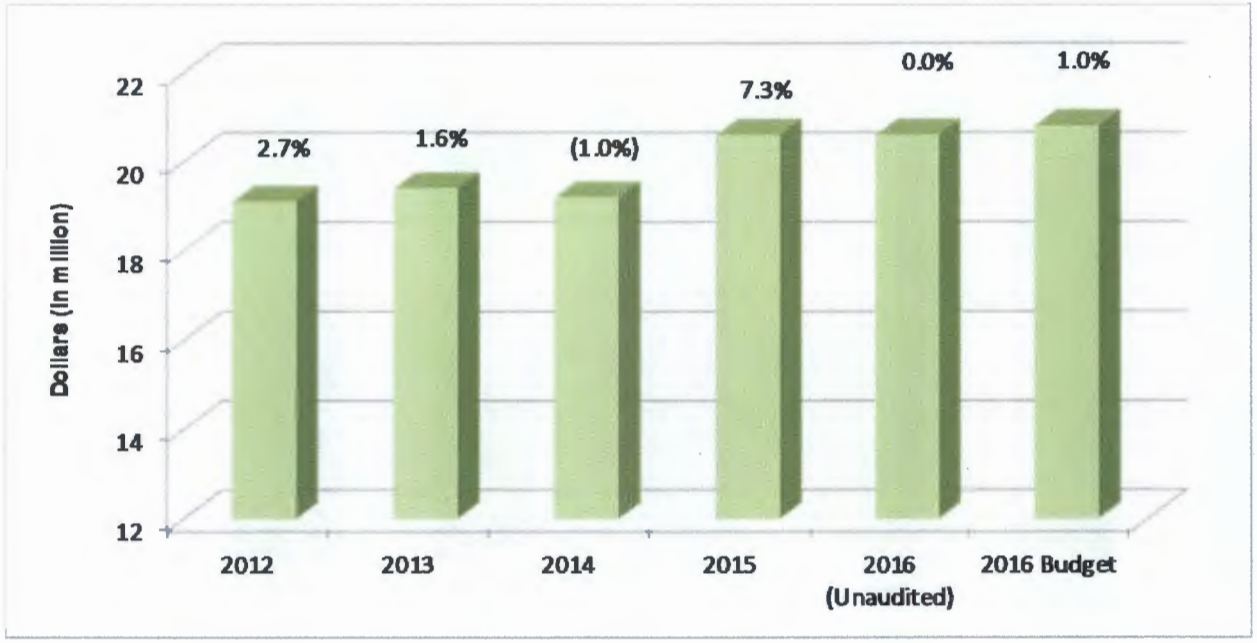


Current Year Real Estate Tax $352K above budget offset by Delinquent of $424K below budget

Note: Effective 7/1/2015, real estate tax increased $0.03.

Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements.

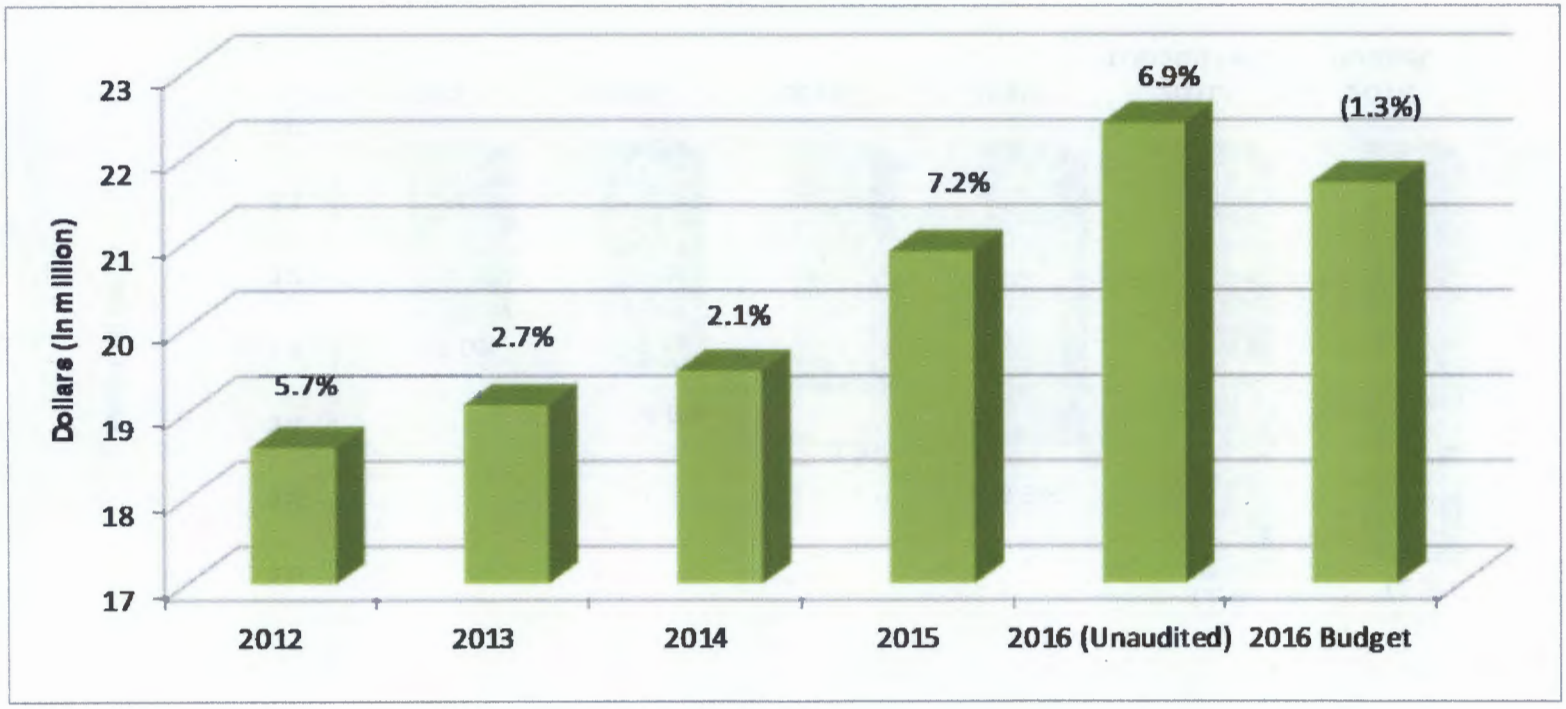
Sales Tax Stable in FY16



Sales Tax $200K below budget with greatest decline in Quarter 4 (April – June)

Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

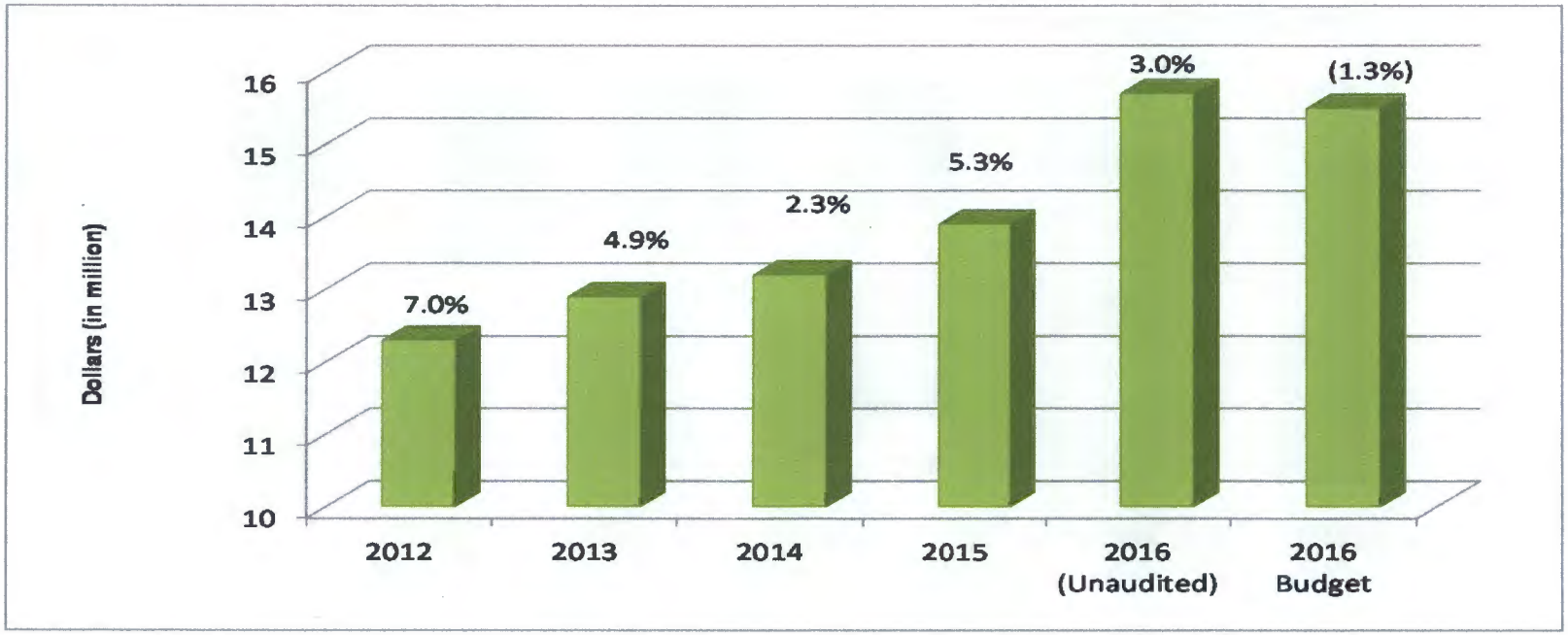
Current Year Personal Property Tax Growth in FY16



Current Personal Property Tax $686K over budget

Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

Meals Tax Continues Strong Growth Pattern

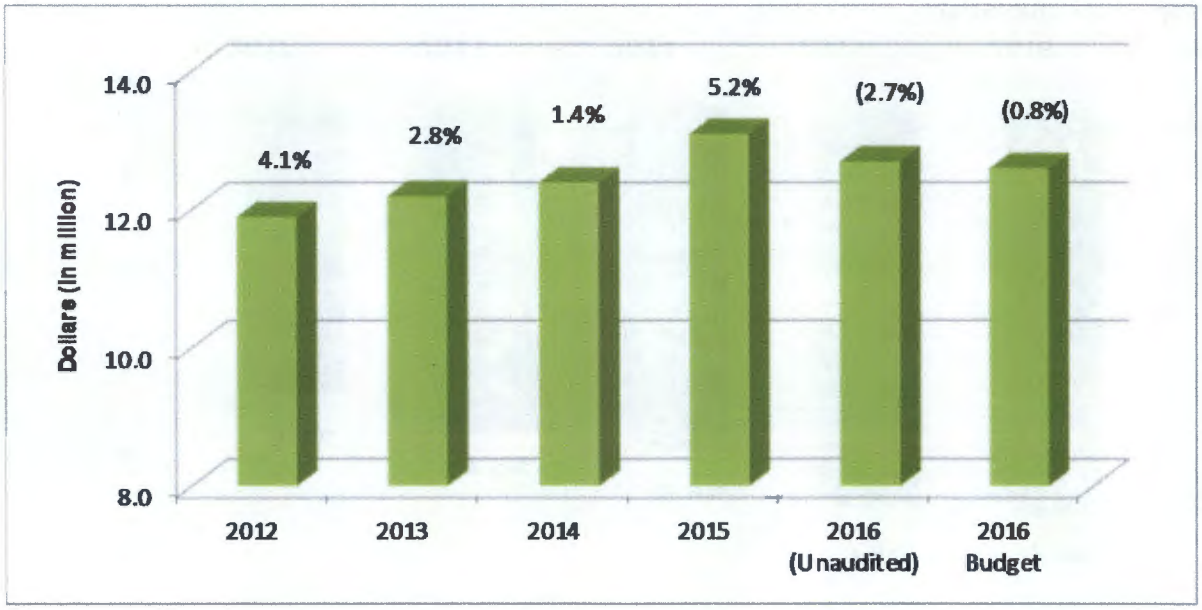


To enhance comparability, data excludes 2% meals tax component for FY12. Rate changed from 5.0% to 5.5% in FY16.

Meals Tax $229 over Budget with consistent growth during FY 2016.

Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

Current Business License Tax



Current Business License Tax in line with budget

Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

Strong Lodging Tax Growth Indicative of Roanoke Tourism Gains

To enhance comparability, FY13 was adjusted to remove the 1% increase effective January 1, 2013.

Lodging Tax slightly below budget ($61K) due to unanticipated declines in Fourth Quarter.

Source: City of Roanoke CAFR FY 2012-FY 2015and Unaudited FY 2016 Financial Statements

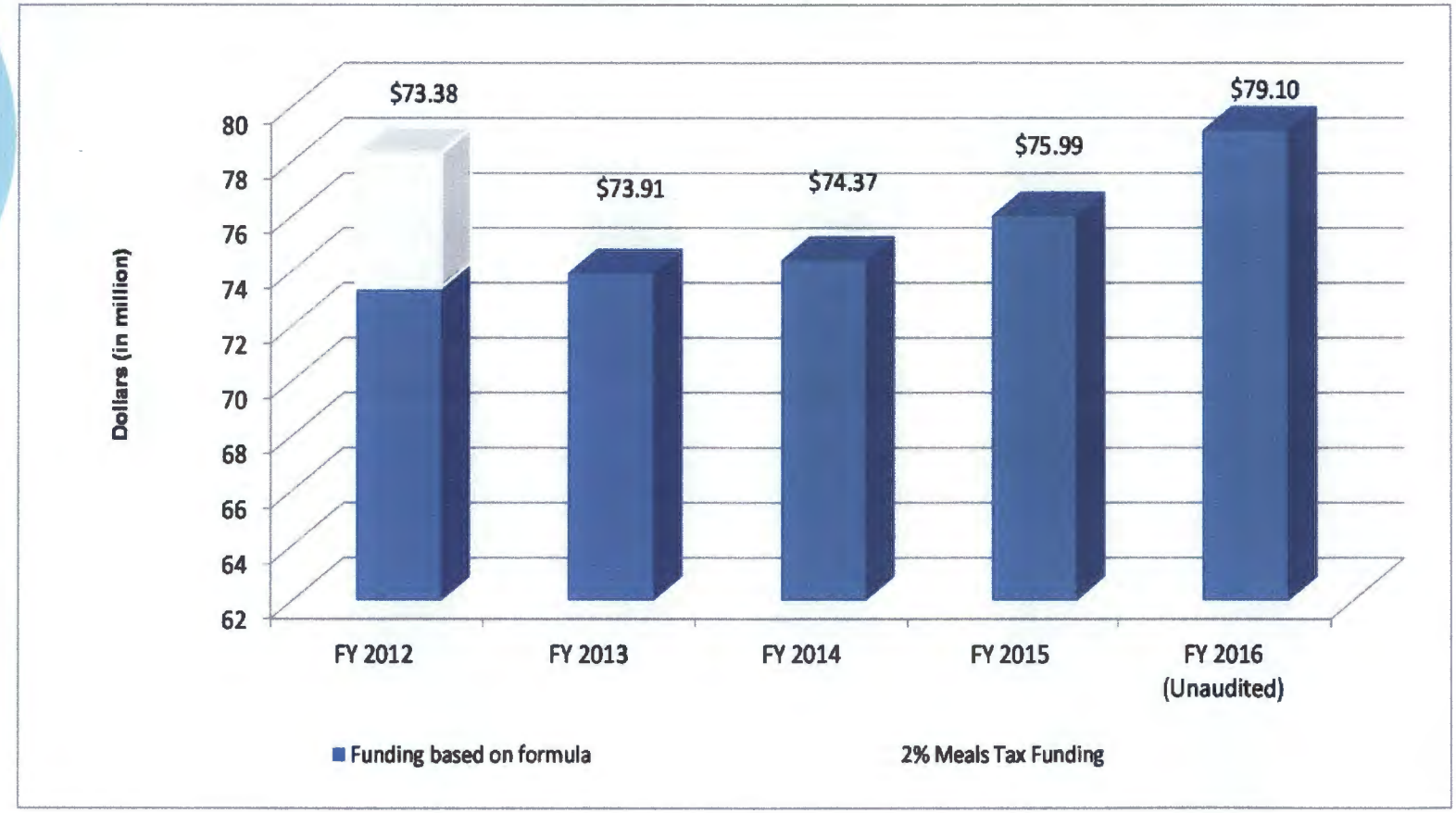
Commonwealth Funding

Local aid to the Commonwealth was eliminated in FY14, having a positive effect on revenues. Data excludes this impact in FY13 to enhance comparability.

Due to state budget cuts, this local aid was reinstated in FY15. The impact to the City was $682,000 revenue reduction which has been excluded for comparability.

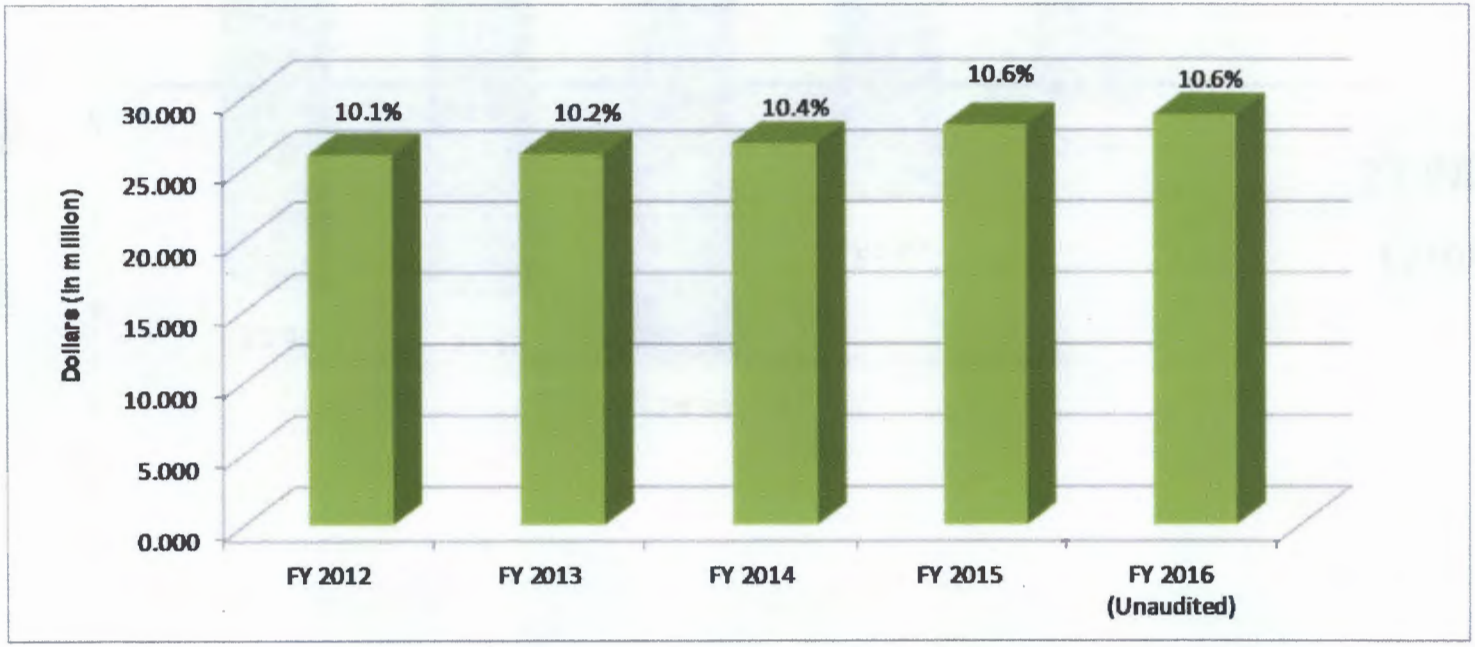
Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

Increase in City Funding of Schools



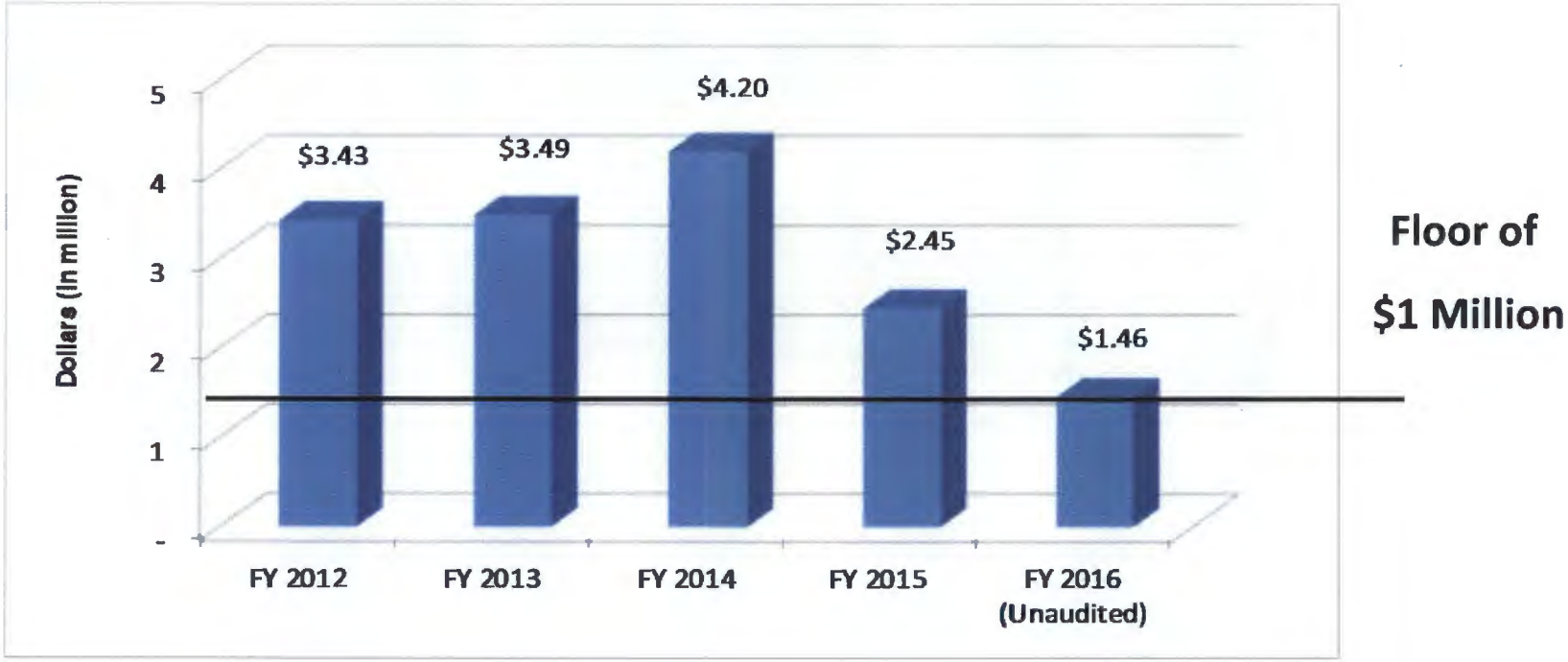
Source: School CAFR FY 2012– FY 2015 and Unaudited FY 2016 Financial Statements

City Unassigned General Fund Balance Exceeds Policy Target of 10%



Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

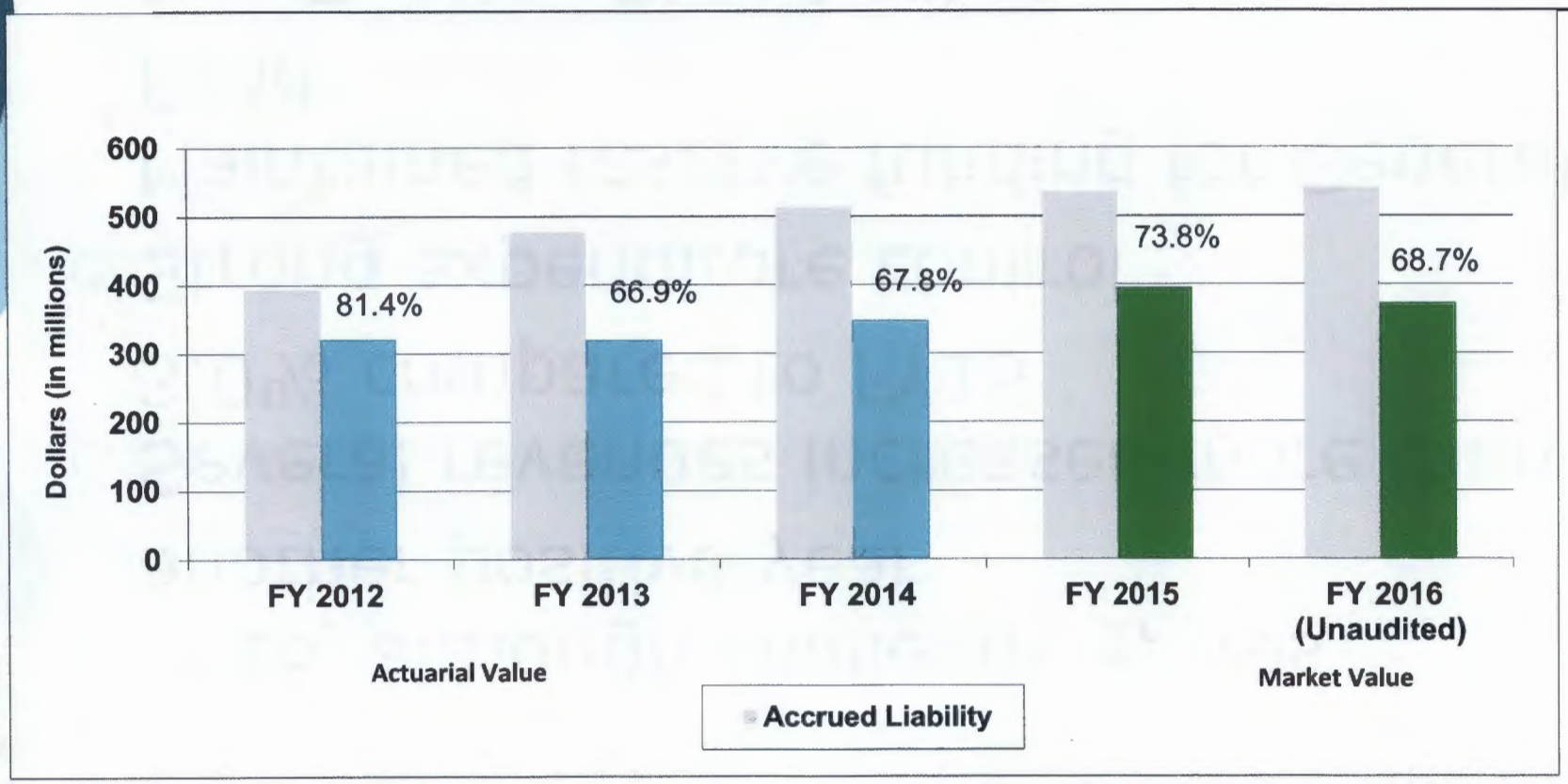
Economic & Community Development Reserve Remains Above Floor



Funded by proceeds from sale of property and interest income on the unspent capital funds.

Source: City of Roanoke CAFR FY 2012-FY 2015 and Unaudited FY 2016 Financial Statements

Pension Plan Funded Status



Source: Milliman Consultants and Actuaries, Cheiron Inc.; Annual Pension Actuarial Valuations

In Conclusion

- FY16, although challenging, was another positive year
- Several revenues increased more than 3.0% compared to FY15
- Strong expenditure control
- Maintained reserve funding for General Fund
- City Pension Plan funded ratio decreased from 73.8% to 68.7%

DYKSTRA
40670-101716

ROANOKE CITY COUNCIL
REGULAR SESSION

OCTOBER 17, 2016
2:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

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

The Invocation was delivered by Father Louis Benoit, Retired Priest, Saint Gerard Catholic 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.

Mayor Lea introduced Yulanda Shultz, Administrative Assistant in the City Clerk's Office.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, October 20 at 7:00 p.m., and Saturday, October 22 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

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 proclamation declaring Saturday, October 29, 2016 as Saint Gerard Catholic Church Day in honor of its 70th Anniversary.
Mayor Lea presented ceremonial copy of proclamation to Charles Anderson, oldest Parish Member and Father Louis Benoit, Retired Priest.

A Proclamation declaring October 23 - 30, 2016 as Red Ribbon Week.
Mayor Lea presented ceremonial copy of proclamation to Karen Pillis, Vice-Chair, Red Ribbon Week Committee, Roanoke Area Youth Substance Abuse Coalition (RAYSAC); and Corporal Cody Jackson, Young Marine Program.

Presentation of the Virginia Municipal League Stairway to Success Program and Green Government Challenge Platinum Certification Awards, respectively.
Mayor Lea presented the City Manager with the Stairway to Success and Green Government Challenge Platinum Certification Awards from the Virginia Municipal League Conference held on October 10 in Virginia Beach, Virginia.

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.

Dr. Melanie Crovo, 1952 Grandin Road, S. W., appeared before Council regarding decriminalization of marijuana.

Robert Gravely, 3360 Hershberger Road, N. W., appeared before Council regarding creation of jobs for the community.

Gary Flora, 4833 Brookwood Drive, appeared before Council regarding gun legislation.

Catherine Koebel, 2625 Longview Avenue, S. W., appeared before Council and shared statistics involving the use of guns for protection.

Mary Nottingham, 3214 Allendale Street, S. W, appeared before Council in support of legislation to prohibit guns in public buildings.

David Harrison, 5305 Medmont Circle, S. W., appeared before Council to thank them for their commitment to gun safety.

Daniel Highberger, 1327 Main Street, S. W., appeared before Council to present statistics on crime and to defend the constitutional right to bear firearms.

Roger Malouf, 4025 Mudlick Road, S. W., appeared before Council to defend the constitutional right to bear firearms.

Matthew Jones, 2610 Belle Avenue, N. E., in support of legislation to prohibit guns in public buildings.

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.

The Mayor called attention to one Closed Meeting request from the City Manager to discuss disposition of publicly-owned property located at 13 Church Avenue, S. E.

C-1 A communication from the City Manager requesting that City Council convene in a Closed Meeting to discuss disposition of publicly-owned property located at 13 Church Avenue, S. E., where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711(A)(3), Code of Virginia (1950), as amended.

RECOMMENDED ACTION: Concurred in the request.

C-2 Annual Report of the Fair Housing Board for Fiscal Year ending 2015 - 2016.

RECOMMENDED ACTION: Received and filed.

C-3 Reports of qualification of the following individuals:

Daniel J. Callaghan as City Attorney, Stephanie M. Moon Reynolds as City Clerk, and Troy A. Harmon as Municipal Auditor of the City of Roanoke for two-year terms of office, each, commencing October 1, 2016 and ending September 30, 2018;

William Poe as a Director of the Economic Development Authority for a four-year term of office ending October 20, 2020;

Corbin Prydwen as a Property Management representative of the Building and Fire Code Board of Appeals for a term of office ending June 30, 2019; and

Cerid E. Lugar as a member (Citizen At-Large) of the Youth Services Citizen Board for a three-year term of office ending June 30, 2019.

RECOMMENDED ACTION: Received and filed.

REGULAR AGENDA:

BID OPENINGS:

Bids for the sale and transfer of certain easements on City-owned properties in connection with the Hotel Project at Market Garage.
Sole bid received from South Commonwealth Partners, LLC, and referred to the City Manager for review and recommendation to the Council.

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS:

a. A communication from the Honorable Timothy Allen, City Sheriff, requesting acceptance of the State Criminal Alien Assistance Program (SCAAP) Reimbursement Grant from the Bureau of Justice Assistance Office in conjunction with the U. S. Department of Homeland Security to partially fund the purchase of a new inmate transport vehicle; and a communication from the City Manager concurring in the request.
Adopted Resolution No. 40670-101716 and Budget Ordinance No. 40671-101716. (7-0)

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acquisition of real property rights for the Windsor Road Stormwater Drainage Improvements Project.
Adopted Ordinance No. 40672-101716. (7-0)

2. Approval of two encroachment permits into the City's public right-of-way to allow placement of an existing sign and canopy, respectively, in connection with the new Hampton Inn located at the corner of Luck and Church Avenue, S. E.
Adopted Ordinance No. 40673-101716. (7-0)

COMMENTS OF CITY MANAGER.

The City Manager offered the following comments:

VML Awards

Last weekend at Virginia Municipal League Annual Conference, the City of Roanoke was recognized with three awards:

- Stairway to Success
  - Stairway to Success is a friendly competition among VML member localities. The program seeks to increase local government's role in early childhood education, which in turn, builds a qualified, well-educated workforce. The competition awards points to localities for specific actions that enhance the early childhood experience
- HEAL City
  - HEAL Cities & Towns provide free technical assistance and support to local elected officials and their staff to adopt policies that stem the obesity epidemic and create healthy, prosperous communities.
- Go Green
  - The Green Government Challenge is a friendly competition designed to encourage implementation of specific environmental policies and practical actions that reduce carbon emissions generated by both the local government and the broader community. Cities, towns and counties can earn points for these actions. Many of these actions can save local governments money.

Go Outside Festival

October 14-16 at River's Edge
(Timothy will provide an update to you regarding this event)

Big Lick SOUP

- October 20, 6:00 p.m.
- Soaring Ridge Craft Brewers, 523 Shenandoah Ave.
- Big Lick SOUP (Supporting Outstanding Urban Projects) is a micro-grant event partnered with a meal. Everyone is invited; a small donation (suggested $10) is requested at the door.
- Attendees will hear four pitches for community projects and vote on which project they like best. The project with the most votes gets all the money collected at the door.
- For more info, visit www.biglicksoup.org

Prescription Drug Take-Back Day
Citizens are invited to help prevent drug abuse and protect our waterways by turning in your unused or expired medications for safe disposal.

- Saturday, October 22, 10:00 a.m. – 2:00 p.m.
- Locations:
  - Roanoke - Towers Mall CVS
  - Roanoke County - Kroger at Tanglewood Mall, Brambleton at Colonial, Valley Botetourt County - Daleville Kroger
  - Craig County - Market Street Pharmacy
  - Salem - Super Shoes on Main Street
  - Gateway Boulevard and the Hershberger Road Fire and Rescue Station #1
  - Vinton - Hardy Road Kroger

Fall Leaf Collection
- Begins the week of November 14, on your regular trash collection day
- Brochures with this year's Leaf Collection Schedule will be mailed to all city residents the week of October 24.
- The city will collect an unlimited number of biodegradable paper bags filled with leaves, placed at the curb, on the following weeks:
  - November 14-17
  - November 28 - December 1
  - December 12-15
- Bulk and brush collection will continue on leaf collection weeks.
- More information about leaf collection is available by calling 853-2000, Option 6.

b. DIRECTOR OF FINANCE:

1. Presentation of the FY16 Unaudited Results.
   Received and Filed.

8. REPORTS OF COMMITTEES:

a. Presentation of the Proposed 2017 Legislative Program. Council Member Raphael E. Ferris, Chair, Legislative Committee.
Adopted Resolution No. 40674-101716. (7-0)

b. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.
Adopted Budget Ordinance No. 40675-101716. (7-0)

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

a. A resolution paying tribute to The Reverend Dr. William L. Lee, 2011 Citizen of the Year, on the occasion of his retirement after approximately 38 years as Pastor of Loudon Avenue Christian Church.
Adopted Resolution No. 40676-101716. (7-0)

b. A resolution designating a Voting Delegate and an Alternate Voting Delegate for the Annual NLC City Summit Business Meeting to be held on Saturday, November 19, 2016, in Pittsburgh, Pennsylvania.
Adopted Resolution No. 40677-101716. (7-0)

11. MOTIONS AND MISCELLANEOUS BUSINESS:

a. Inquiries and/or comments by the Mayor and Members of City Council.
Council Member Bestpitch suggested that staff be cognizant of the late season warm weather and the timing of the fall to accurately gauge the City's collection of bagged leaves that will begin the week of November 14th.

Council Member Bestpitch also announced the Lijiang Sister Cities Delegation will visit the City of Roanoke and arriving Friday, October 28 and departing Saturday, October 29. He asked Council Members to keep their calendars open to welcome the delegation during their visit.

Vice-Mayor Price cordially invited the community to an upcoming community forum on Community Policing which will be held on Tuesday, November 1 from 6:00 – 8:00 p.m., at William Fleming High School.

Council Member Garland shared that Total Action for Progress (TAP) Sabrina's Place Program was in jeopardy of lack of funding and noted the Mayor and others support identifying ways to assist with he program.

Council Member Dykstra announced that West End United Methodist Church located at 1221 Campbell Ave S. W, will hold a community forum on Sunday, October 23 at 2:00 p.m., followed by a neighborhood cookout on the 1600 block of Chapman Avenue, S. W.

Mayor Lea announced that the Central Intercollegiate Athletic Association (CIAA) Football Championship Game will be held at Salem Stadium on Saturday, November 12. He thanked Carey Harveycutter, Director of Tourism, City of Salem and Landon Howard, Executive Director of Visit Virginia's Blue Ridge for their support of the event.

b. Vacancies on certain authorities, boards, commissions and committees appointed by Council. **NONE.**

12. RECESSED – 4:19 P. M.

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

ROANOKE CITY COUNCIL
REGULAR SESSION

OCTOBER 17, 2016
7:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call. Vice-Mayor Price was absent.

The Invocation was delivered by Mayor Sherman P. Lea, Sr.

The Pledge of Allegiance to the Flag of the United States of America was led by Boy Scout Troop No. 17 of St. John's Episcopal Church; and Evan Shifflett, Webelos Cub Scout, Pack 50, Woodlawn United Methodist Church.

Welcome. Mayor Lea.

CERTIFICATION OF CLOSED MEETING. (6-0)

NOTICE:

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, October 20 at 7:00 p.m., and Saturday, October 22 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

A. PRESENTATION AND ACKNOWLEDGEMENTS:

Recognition of Virginia Western Community College CCAP Students.
Mayor Lea recognized James Cabiness, Roanoke City CCAP Success Coach, Virginia Western Community College ,and provided Certificates of Achievement to the students of the program.

B. PUBLIC HEARINGS:

1. Request of Nada and Mounir Melki and Ernie Littlefield to vacate an unused approximately 10-foot wide alley extension and an unused approximately 5-foot wide alley extending from the intersection of 11th Street, N. W., to connect with the abovementioned 10-foot wide alley extension. Nada and Mounir Melki, Spokespersons.
Adopted Ordinance No. 40678-101716. (6-0)

2. Request of Fisher Properties, LLC, to repeal conditions proffered as part of a previous rezoning at 2701 and 2707 Brambleton Avenue, S. W., pursuant to Ordinance No. 28386 adopted by Roanoke City Council on October 20, 1986. Jeffrey R. Wood, Agent, Spokesperson.
Adopted Ordinance No. 40679-101716. (6-0)

3. Proposal of the City of Roanoke to lease City-owned property located at 2410 Mason Mill Road, N. E., to Richard E. and Cassie M. Beverly. Christopher P. Morrill, City Manager.
Adopted Ordinance No. 40680-101716 and Budget Ordinance No. 40681-101716. (6-0)

4. Proposal of the City of Roanoke to lease City-owned property located at 1015 Jamison Avenue, S. E., also known as the former Fire Station No. 6, to the Melrose Athletic Club, Inc. Christopher P. Morrill, City Manager.
Adopted Ordinance No. 40682-101716. (6-0)

5. Proposal of the City of Roanoke to lease City-owned property to the Blue Ridge Zoological Society of Virginia, Inc., for the purpose of operating and maintaining Mill Mountain Zoo. Christopher P. Morrill, City Manager.
Adopted Ordinance No. 40683-101716. (6-0)

6. A report of the City Manager recommending execution of a Deed of Easements, Confirmatory Deed of Easement Rights and Obligations, subject to certain terms and conditions, for the development, construction, operation and maintenance of a hotel that has been constructed above and within the City's Market Garage, 25 Church Avenue, S. E., and adjacent parcels of City-owned property. Christopher P. Morrill, City Manager.
Adopted Ordinance No. 40684-101716. (6-0)

C. HEARING OF CITIZENS UPON PUBLIC MATTERS:

City Council sets this time as a priority for citizens to be heard. All matters will be referred to the City Manager for response, recommendation or report to Council, as he may deem appropriate.

Council Member Ferris disputed erroneous statistics shared by citizens at the 2:00 p.m. session regarding gun violence and crime, and reaffirmed that Roanoke is a safe place to live, work and play.

D. ADJOURNED – 8:14 P. M.