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1. Council Agenda And Reports

Documents:

[CAR 12-19-16.PDF](#)

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

[MINS 09-06-16.PDF](#)

2. Council Action Agenda

Documents:

[AG 12-19-16.PDF](#)

**NOTICE:**

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

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

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

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



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

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

**CITY COUNCIL CHAMBER**

**AGENDA**

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

The Invocation will be delivered by The Reverend Thomas C. Bibby, Sr., Pastor, Perfecting Unity 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, December 22 at 7:00 p.m., and Saturday, December 24 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at [roanokeva.gov/councilmeetings](http://roanokeva.gov/councilmeetings). Council meetings are offered with closed captioning for the hearing impaired.

**ANNOUNCEMENTS:**

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 – one vacancy  
Three-year term of office ending December 31, 2020

Human Services Advisory Board – one vacancy  
Unexpired term of office ending November 30, 2018

Personnel and Employment Practices Commission – one vacancy  
Three-year term of office ending June 30, 2019

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

**The January 3, 2016 Informal Session of City Council will commence at 10:00 a.m., in the City Council Chamber, Room 450, Noel C. Taylor Municipal Building.**

**2. PRESENTATIONS AND ACKNOWLEDGEMENTS: NONE.**

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

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

**4. CONSENT AGENDA:**

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

C-1 Minutes of the regular meetings of City Council held on Monday, August 15, 2016 and Tuesday, September 6, 2016.

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

C-2 A communication from the City Manager recommending adoption of the Calendar of Events for Budget Development Activities for Fiscal Year 2017 - 2018.

RECOMMENDED ACTION: Concur in the request.

C-3 Reports of qualification of the following individuals:

Lora J. Katz and James E. Smith as members of the City Planning Commission for four-year terms of office, each, ending December 31, 2020;

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Edward Garner as a City representative of the Blue Ridge Behavioral Healthcare Board of Directors for a three-year term of office ending December 31 ,2020;

Margaret D. Butler as a member (City representative) of the Roanoke Valley Greenway Commission to fill the unexpired term of James D. Ritchie, Sr., ending June 30, 2019; and

Glen Wayne Hall as a member (Citizen At-Large) of the Building and Fire Code Board of Appeals for a three-year term of office ending June 30, 2019.

RECOMMENDED ACTION: Receive and file.

### **REGULAR AGENDA:**

#### **5. PUBLIC HEARINGS:**

- a. Request of the City of Roanoke to execute a contract for the sale of City-owned property located on Jae Valley Road in Roanoke County, Virginia to the County of Roanoke, Virginia. Daniel J. Callaghan, City Attorney.

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#### **6. PETITIONS AND COMMUNICATIONS: NONE.**

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

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance and appropriation of Regional Surface Transportation Program funding from the Virginia Department of Transportation (VDOT) in connection with Phase 2 of the Tinker Creek Greenway Trail Project.
2. Execution of Amendment No. 3 to the contract with Wellness for Life Medical, LLC, for operation and management services of the City's Employee Health Clinic.

P 51 R 59 B/O 60
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P 61 R 63
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3. Appropriation of funds from HealthKeeper, Inc., and Anthem Health Plans of Virginia, Inc., d/b/a Anthem Blue Cross Blue Shield, for wellness and health care management programs designed to increase employee participation in healthy lifestyle activities.

P 64  
B/O 66

4. Execution of Amendment No. 2 to the Contract for Purchase and Sale of Real Property with Roanoke Higher Education Authority for property located at 209 Henry Street, N. W., to change the project initiation and completion dates.

P 67  
O 73

5. Execution of Amendment No. 3 to the Contract for Purchase and Sale of Real Property with Northwest Recreation Club, Inc., for property fronting along Highland Farm Road, N. W., to extend the project completion date.

P 76  
O 84

### **COMMENTS OF CITY MANAGER.**

b. **DIRECTOR OF FINANCE:**

1. Authorization of intent to reimburse for expenditures from bond proceeds from the 2018 debt issuance, in an amount not to exceed \$500,000.00, for the City of Roanoke and Roanoke City Public Schools capital improvement projects; and advance appropriation of funds.

P 87  
B/O 89

### **8. REPORTS OF COMMITTEES:**

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.

P 90  
P 91  
B/O 92

### **9. UNFINISHED BUSINESS: NONE.**

### **10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.**

## **11. MOTIONS AND MISCELLANEOUS BUSINESS:**

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

## **12. RECESS.**

**THE COUNCIL MEETING WILL STAND IN RECESS 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**

**DECEMBER 19, 2016  
7:00 P.M.**

**CITY COUNCIL CHAMBER**

**AGENDA**

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

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

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

Welcome. Mayor Lea.

**NOTICE:**

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

**A. PRESENTATION AND ACKNOWLEDGEMENTS:**

A resolution naming Jamice Rudd as the 2016 Citizen of the Year.

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**B. PUBLIC HEARINGS:**

- 1. Request of Puppyland, Ltd., to rezone property from I-1, Light Industrial District, with conditions, to CG, Commercial-General District, with conditions, and amend the conditions proffered as part of a previous rezoning at 745 Townside Road, S. W. Jonathan D. Puvak, Attorney, Spokesperson. 

P 95
O 120
  
- 2. Request of Randal Johnson to vacate an approximately 500 square foot semi-circular extension on the west side of an undeveloped 10 foot alley that extends from Connecticut Avenue, N. E., to, and intersecting with, another undeveloped 10 foot alley extending from Plantation Road, N. E. Randal Johnson, Petitioner, Spokesperson. 

P 122
O 130
  
- 3. Request of Blue Eagle Credit Union to rezone the properties at 1430 and 0 Hershberger Road, N. W., from MX, Mixed-Use District, to CG, Commercial-General District, with conditions. Jeff Thompson, Owner, Spokesperson. 

P 134
O 155
  
- 4. Request of the City of Roanoke to lease to Virginia Western College Educational Foundation, Inc., to operate an acceleration center located at 709 South Jefferson Street, S. W., known as the former Gill Memorial Hospital Building. Daniel J. Callaghan, City Attorney. 

P 157
O 166
  
- 5. Request of Total Action Against Poverty in Roanoke Valley (TAP), along with TAAP Real Property I, LLC, for tax exemption of real property located at 302 2<sup>nd</sup> Street, S. W. Annette Lewis, President, Spokesperson. 

P 168
O 171
  
- 6. Request of Total Action Against Poverty in Roanoke Valley (TAP), along with TAAP Real Property II, LLC, for tax exemption of real property located at 2121 Salem Avenue, S. W. Annette Lewis, President, Spokesperson. 

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O 178

**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.**



C-2

# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** Adoption of Calendar of Events for Budget Development Activities for FY 2017-2018 (CM16-00171)

## Considerations:

Annually, City Council approves the Calendar of Events for Budget Development Activities for the upcoming fiscal year. The recommended Calendar of Events for FY 2017-2018 is attached.

## Recommended Action:

Approve the attached Calendar of Events for Budget Development Activities for FY 2017-2018.

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Christopher P. Morrill  
City Manager

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

**CALENDAR OF EVENTS  
FOR BUDGET DEVELOPMENT ACTIVITIES  
FISCAL YEAR 2017 – 2018**

<u>Date</u>	<u>Budget Preparation Activities</u>
January 3, 2017	Financial/Budget Planning Work Session (During 9:00 a.m. Morning Briefing Session)
February 6, 2017	Financial/Budget Planning Work Session (During 9:00 a.m. Morning Briefing Session)
March 6, 2017	Financial/Budget Planning Work Session (continued) (During 9:00 a.m. Morning Briefing Session)
April 3, 2017	Financial/Budget Planning Work Session (continued) (During 9:00 a.m. Morning Briefing Session)
April 17, 2017	Recommended budget presented to City Council at regularly scheduled meeting
April 27, 2017 (Thursday)	Public hearings on recommended budget and tax rates at <u>7:00 p.m.</u>
May 1, 2017	Budget Study
May 15, 2017	City Council adopts General Fund, School Fund, Proprietary Fund budgets and an Update to the HUD Consolidated Plan and approves an annual appropriation ordinance at 2:00 p.m.



**CITY OF ROANOKE**  
**OFFICE OF THE CITY ATTORNEY**  
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December 19, 2016

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

Re: Public Hearing for Sale of City-Owned Property Located on Jae Valley Road in Roanoke County, Virginia to the County of Roanoke, Virginia

Dear Mayor Lea and Members of Council:

**Background:**

The City of Roanoke owns a parcel of real property located on Jae Valley Road in Roanoke County consisting of approximately 35 acres, more or less, bearing Official Tax Map Number 089.00-03-29.00 and lease lot Official Tax Map Nos. 089.00-03-29.01 and 089.00-03-29.02 in the tax records of the County (collectively, the "City Parcel"). The City Parcel is currently vacant and not in use. Roanoke County Parks and Recreation has approached the City about acquiring a portion of the City Parcel, for the purposes of developing, constructing, operating, and maintaining a public park facility with public access to Back Creek for canoe and kayak uses.

Pursuant to Roanoke City Ordinance No. 40652-091916, adopted September 19, 2016, following a public hearing, City Council authorized the City Manager to execute a contract for the sale of a portion of the City Parcel to the County consisting of approximately 9.8740 acres, more or less, and being lots depicted as lease lot Tax Map Nos. 089.00-03-29.01 and 089.00-03-29.02 ("Original Sale Parcel"). Pursuant to Roanoke County Board of Supervisors Ordinance No. 091316-5, adopted September 13, 2016, the Board of Supervisors authorized the County Administrator to execute a contract for the sale of the Original Sale Parcel to the County. The City and the County entered into such contract dated October 3, 2016 ("Contract").

Subsequent to execution of the Contract, the parties discovered the City Parcel had not been subdivided. The City and the County resolved the subdivision issues through creation of a plat entitled "Subdivision Plat from Records for the City of Roanoke, Virginia, Showing 34.98 Acres (D.B. 1056, Pg. 809) Plat Showing Property to be Acquired by the City of Roanoke, Virginia from L.F. and Lucille H. Stultz for a Proposed Back Creek Dam (D.B. 1056, Pg. 813) Creating Hereon Parcel 1 9.8770 Acres Parcel 1-A 25.1027 Acres" prepared by Caldwell White Associates dated November 21, 2016 ("Plat"). The Plat depicts two parcels of real estate, one parcel, identified in the Plat as Parcel 1, consisting of 9.8770 acres, more or less, and bearing Official Tax Map No. 089.00-03-29.02 ("Property"), and the other parcel identified as Parcel 1-A, consisting of 25.1027 acres, more or less, and bearing Official Tax Map No. 089.00-03-29.00, and the Zoning Determination of the

Roanoke County Zoning Administrator dated November 29, 2016, in which the Zoning Administrator determined that (i) the division of the City Parcel did not require subdivision approval because one of the parcels was being transferred to the County; and (ii) Parcel 1-A constituted a legal nonconforming lot of record that can be developed without limitation based on the frontage of Parcel 1-A along Jae Valley Road. The City and the County propose to enter into a contract for the sale of the Property to the County.

**Considerations:**

The proposed Contract establishes the purchase price as \$10.00. As additional consideration, Roanoke County agrees to cooperate with the City to voluntarily adjust the boundaries between the two jurisdictions in order to move certain commercially developed properties located in Roanoke County on Williamson Road and Blue Hills Village Drive into the City limits. On December 5, 2016, Roanoke County filed the Petition requesting the boundary line adjustments, and the same day the Roanoke County Circuit Court entered an Order granting the boundary line adjustments. The Order will be recorded in both Roanoke County and Roanoke City Circuit Courts. The Boundary Line Adjustments are effective January 1, 2017.

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

Resolution of the subdivision issue did not occur by October 31, 2016, the closing date in the contract originally authorized by City Council. Therefore, another public hearing is required to authorize the new Contract.

**Recommended Actions:**

Absent comments at the public hearing to the contrary, adopt the attached ordinance authorizing the City Manager to execute a Contract substantially similar to the one attached to this report, and to execute such other documents including a Special Warranty Deed of Conveyance for the transfer of the Property to Roanoke County in accordance with the terms of the contract, and to take such further actions as may be necessary to implement, administer, and enforce such Contract. All documents are subject to approval as to form by the City Attorney.

Sincerely,

  
Daniel J. Callaghan  
City Attorney

- c: Christopher P. Morrill, City Manager
- R. Brian Townsend, Assistant City Manager  
for Community Development
- Stephanie Moon Reynolds, City Clerk
- Barbara A. Dameron, Director of Finance
- Troy A. Harmon, Municipal Auditor
- Wayne Bowers, Director of Economic Development
- Cassandra L. Turner, Economic Development Specialist

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

This Contract For Purchase and Sale of Real Property (Contract) is dated December 19, 2016, by and between the City of Roanoke, Virginia, a Virginia municipal corporation (Seller or City), and County of Roanoke, Virginia, an instrumentality of the Commonwealth of Virginia (Buyer or County).

**RECITALS:**

WHEREAS, Seller is the owner of real property, together with any buildings and improvements thereon, situated on Jae Valley Road, Roanoke County, Virginia, consisting of approximately 35 acres, more or less, bearing Official Tax Map Number 089.00-03-29.00 and lease lot Official Tax Map Nos. 089.00-03-29.01 and 089.00-03-29.02 in the tax records of the County (collectively, the “City Parcel”);

WHEREAS, pursuant to Roanoke City Ordinance No. 40652-091916, adopted September 19, 2016, following a public hearing, City Council authorized the City Manager to execute a contract for the sale of a portion of the City Parcel to the County consisting of approximately 9.8740 acres, more or less, and being lots depicted as lease lot Tax Map Nos. 089.00-03-29.01 and 089.00-03-29.02 (“Original Sale Parcel”);

WHEREAS, pursuant to Roanoke County Board of Supervisors Ordinance No. 091316-5, the Board of Supervisors authorized the County Administrator to execute a contract for the sale of the Original Sale Parcel to the County;

WHEREAS, the City and the County entered into such contract dated October 3, 2016 (“Contract”);

WHEREAS, subsequent to execution of the Contract, the parties discovered the City Parcel had not been subdivided;

WHEREAS, the City and the County resolved the subdivision issues through creation of a plat entitled “Subdivision Plat from Records for the City of Roanoke, Virginia, Showing 34.98 Acres (D.B. 1056, Pg. 809) Plat Showing Property to be Acquired by the City of Roanoke, Virginia from L.F. and Lucille H. Stultz for a Proposed Back Creek Dam (D.B. 1056, Pg. 813) Creating Hereon Parcel 1 9.8770 Acres Parcel 1-A 25.1027 Acres” prepared by Caldwell White Associates dated November 21, 2016 (“Plat”) (a copy of the Plat is attached to the description of the Property set forth in Exhibit A attached hereto and made a part hereof) that depicted two parcels of real estate, one parcel, identified in the Plat as Parcel 1, consisting of 9.8770 acres, more or less, and bearing Official Tax Map No. 089.00-03-29.02 (“Property”), and the other parcel identified as Parcel 1-A, consisting of 25.1027 acres, more or less, and bearing Official Tax Map No. 089.00-03-29.00, and the Zoning Determination of the Roanoke County Zoning Administrator dated November 29, 2016, in which the Zoning Administrator determined that (i) the division of the City Parcel did not require subdivision approval because one of the parcels was being transferred to the County; and (ii) Parcel 1-A constituted a legal nonconforming lot of

record that can be developed without limitation based on the frontage of Parcel 1-A along Jae Valley Road;

WHEREAS, the City and the County propose to enter into a new contract for the sale of the Property to the County;

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

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

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

#### **SECTION 1. DEFINITIONS.**

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

**Adjacent Parcel:** Adjacent Parcel shall mean property of Seller situated in Roanoke County, Virginia, more particularly described as Parcel 1-A in the Plat attached to Exhibit A, consisting of 25.1027 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- C. As additional consideration for entering into this Contract, Buyer agrees to cooperate with Seller in voluntarily adjusting certain boundaries between the City of Roanoke, Virginia and the County of Roanoke, Virginia, pursuant to Section 15.2-3106, et. seq., Code of Virginia (1950), as amended, as more particularly described in Exhibit C attached hereto and made part hereof (Boundary Adjustments) and diligently pursue approval of the Boundary Adjustments before the Circuit Court pursuant to Section 15.2-3108, Code of Virginia (1950), as amended.

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

- A. 1. As a condition precedent to Buyer's obligation to purchase the Property or otherwise to perform any obligations provided for in this Contract, Seller, as of the Closing, shall have complied with Seller's obligations, representations and warranties in this Contract, and the fulfillment to Buyer's reasonable satisfaction of Seller's delivery to Buyer on the Closing Date of title to the Property and other documents as prescribed in Section 10.
2. As a condition precedent to Seller's obligation to sell the Property or otherwise perform any obligations provided for in this Contract, Buyer, as of the Closing, shall have complied with Buyer's obligations, representations, and warranties in this Contract.
3. As a condition precedent to Seller's obligation to sell the Property, Buyer and Seller shall have approved the agreements for the Boundary Adjustments as described in Exhibit C attached hereto and made a part hereof and submitted the petition to the Circuit Court pursuant to Section 15.2-3108, Code of Virginia (1950), as amended.
- B. Buyer and/or Seller may, at any time on or before the Closing Date, at its election, waive in writing any of the other party's conditions precedent referenced in this Section 3, and Buyer's and Seller's consummation of the transaction on the Closing Date shall waive all such conditions precedent.
- C. In the event that the Closing has not occurred through no fault of Seller on or before the Closing Date, Seller, by written notice given to Buyer, shall provide Buyer with a ten (10) Day cure period from the Closing Date in which to deliver the Purchase Price and proceed with Closing. If Closing has not occurred within such additional time period through no fault of Seller, this Contract shall automatically be terminated without any further action. In the event of any termination as set forth above, this Contract shall be deemed terminated and of no further force and effect.
- E. Upon the request of Seller, Buyer, its officers, agents, employees, contractors, subcontractors, licensees, designees, representatives and consultants, shall within a reasonable period of time after receipt of any preliminary or final survey, test results or conclusory reports and environmental opinion statements, deliver copies of same to Seller. If Seller so requests, Buyer shall also turn over copies of raw data obtained and

any laboratory and observation reports or analyses. Such copies of all the above shall be provided to Seller without charge.

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

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

A. Obligations at Closing.

1. Seller's Obligations.

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

2. Buyer's Obligations.

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

- (i) Buyer will purchase the Property from Seller for the Purchase Price of Ten and no/100 Dollars (\$10.00) and will make payment in accordance with the terms of this Contract.
- (ii) Buyer accepts the Property in an "AS IS" condition and acknowledges and agrees that Seller makes no representations or warranties with respect to the Property other than what is contained within this Contract. Buyer agrees that Buyer is taking the Property without any warranties or representations from Seller and that Buyer has had sufficient opportunities to fully examine the Property.
- (iii) Buyer acknowledges and agrees that title to the Property are subject to all liens, encumbrances, and restrictions of record, together with all restrictions set forth in this Contract, including, without limitations, the Reservation of Easement and the Restriction on Use.
- (iv) Buyer shall enter into agreements with Seller to initiate the process to make the Boundary Adjustments in accordance with applicable laws of the Commonwealth of Virginia.
- (v) Buyer shall promptly pay for all advertising costs and any related fees or costs connected with this Contract and/or the sale of the Property,

including, but not limited to costs for any advertisement of required public hearing(s). Such payment shall be made directly to the entity providing the advertising or other service, or to the Seller, as the Seller may direct.

- (vi) Buyer agrees that the conditions and obligations of Buyer under this Contract which are to be performed post-Closing are conditions and obligations that shall be incorporated either directly or by reference in any deed to the Property from Seller to Buyer, shall survive Closing, and shall be binding on Buyer's successors and assigns. These conditions and obligations of the Buyer which survive the Closing shall run with the land.

B. Post-Closing Performance Obligations of Buyer.

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

1. Approval of Project and Commencement of Construction Activities.

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

2. Substantial Completion of Construction.

- (a) All construction work necessary to complete the Buyer's Contemplated Use of the Property shall be Substantially Completed within 24 months after the Closing Date.
- (b) In the event that Buyer fails to satisfy its obligations pursuant to Section 4 B. 2(a) hereof, Seller may, at its sole option, demand reconveyance of the Property. In the event that Seller exercises its rights hereunder, Buyer shall reconvey the Property to Seller, free and clear of all liens and

encumbrances within 30 Days after Seller makes written demand to Buyer. The rights of Seller hereunder constitute covenants running with the land and shall be prior to all liens created or granted by Buyer or involuntarily attached to, or imposed on, the title to the Property.

3. Reports.

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

**SECTION 5. COMPLIANCE WITH LAWS.**

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

**SECTION 6. ASSIGNMENT.**

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

**SECTION 7. INDEMNITY.**

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

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

By virtue of entering into this Contract, Buyer agrees and submits itself to a court of competent jurisdiction, which shall be the Circuit Court or General District Court for City of Roanoke, Virginia, and further agrees this Contract is controlled by the laws of the Commonwealth of Virginia, with the exception of Virginia's conflict of law provisions which shall not apply, and that all claims, disputes and other matters shall be decided only by such court according to the

laws of the Commonwealth of Virginia as aforesaid. Buyer further waives and agrees not to assert in any such action, suit or proceeding, that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding, is brought in an inconvenient forum or that the venue of the action, suit or proceeding, is improper.

**SECTION 9. COVENANTS AND WARRANTIES.**

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

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

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

**SECTION 10. TITLE AND CLOSING.**

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

1. Ad valorem real property taxes and stormwater fees for the current year, not yet due and payable;
2. Those matters of title to which Buyer has not objected to in writing (Seller agrees to take reasonable efforts to resolve matters objected to by Buyer which efforts shall not include the expenditure of funds to third parties);
3. Those matters reflected on any survey completed by Buyer and to which Buyer has not objected to in writing (Seller agrees to take reasonable efforts to resolve matters objected to by Buyer which efforts shall not include the expenditure of funds to third parties);

4. Easements and other restrictions of record as of the date of execution of this Contract by Seller, the Reservation of Easement, and the Restriction on Use;
  5. Liens and objections shown on the Title Commitment;
  6. Other standard exceptions contained in a Title Policy as defined in Section 10(B) below.
  7. Those items and matters set forth in this Contract and that the obligations and undertakings of Buyer in this Contract shall survive Closing and be incorporated into the Deed. All of the foregoing exceptions are herein referred to collectively as the "Conditions of Title."
- B. Delivery of title in accordance with the foregoing shall be evidenced by the willingness on the Closing Date of the Title Company to issue, upon payment of its normal premium, to Buyer its A.L.T.A. (Form B) Owner's Policy of Title Insurance (the "Title Policy") insuring Buyer in the amount of the Purchase Price in respect to the Property and that title to the Property are vested in Buyer, subject only to the Conditions of Title.
- C. Buyer and Seller shall consummate and complete the closing of this transaction on or before January 31, 2017, with the specific Closing date being designated by Buyer in writing to Seller at least ten (10) business days in advance thereof (the "Closing Date").
- D. The purchase and sale of the Property shall be closed (the "Closing") at 10:00 A.M. on the Closing Date in the Office of the City Attorney, or at such other location, date, and time as shall be approved by Buyer and Seller.
1. On the Closing Date, Seller shall deliver or cause to be delivered to Buyer the following documents:
    - a) Its duly executed and acknowledged Deed conveying to Buyer the Property in accordance with the provisions of this Contract;
    - b) A mechanic's lien affidavit executed by a representative of Seller, satisfactory to the Title Company, and to the effect that no work has been performed on the Property by Seller in the one hundred twenty-five (125) Days immediately preceding the Closing Date that could result in a mechanic's lien claim, or, if such work has been performed, it has been paid for in full;
    - c) Such evidence and documents including, without limitation, a certified copy of the ordinance adopted by Seller, as may reasonably be required by the Title Company evidencing the authority of the person(s) executing the various documents on behalf of Seller in connection with its sale of the Property;

- d) A duly executed counterpart of a Closing Statement; and
  - e) Any other items required to be delivered pursuant to this Contract.
- E. At Closing, real property taxes and other fees and charges assessed against the Property by Roanoke County shall be prorated with Buyer being responsible for all periods thereafter.
- F. Buyer shall pay for (i) the cost of all investigations of the Property including, but not limited to, examination of title and title insurance premiums for issuance of the Title Policy; (ii) all attorney's fees and expenses incurred by legal counsel to Buyer; and (iii) any Grantee's tax and recording costs required to be paid in connection with the recording of the Deed.
- G. Seller shall pay the Grantor's tax, if any, and the expenses of legal counsel for Seller, if any.
- H. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to the provisions of this Contract.

**SECTION 11. CONDEMNATION.**

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

**SECTION 12. RISK OF LOSS.**

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

be liable to Buyer for any failure to deliver the Property to Buyer. In the event of a loss due to fire or other casualty prior to completion of the Closing, all insurance proceeds for any such loss shall be payable to the Seller under all circumstances.

**SECTION 13. COMMISSIONS.**

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

**SECTION 14. REMEDIES.**

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

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

- A. Notwithstanding any provision contained in this Contract or the Deed, if after 12 months from the Closing as provided in Section 4.B.1 of this Contract, Buyer or its successor(s) in interest shall not have commenced Construction Activity, as described in Section 4.B.1, Seller shall have the right to refund to the then record owner(s) of the Property all or any part of the original Purchase Price for the Property paid by Buyer to Seller;

whereupon the then record owner(s) of the Property shall forthwith convey the Property to Seller, free and clear of mortgages, deeds of trusts, liens, or other encumbrances. In the event that the record owner(s) of the Property for any reason fails or refuses to convey title back to the Seller as required herein, Seller shall have the right to enter onto and take possession of the Property or the part thereof designated by Seller, along with all rights and causes of action necessary to have title to the Property or the part thereof designated by Seller conveyed to the Seller.

- B. Buyer may grant a mortgage or deed of trust on the Property provided that the holder of any such mortgage or deed of trust shall acknowledge and agree in writing that the right granted Seller pursuant to Section 15.A is superior to the mortgage or deed of trust and the holder of such mortgage or deed of trust shall discharge the mortgage or deed of trust in the event Seller exercises its right to repurchase the Property pursuant to Section 15.A. Buyer shall require that each and every lender of the Buyer that seeks to encumber the Property with a mortgage or deed of trust to acknowledge and agree to the provisions of this Section 15.

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

- A. Buyer shall have 30 Days following the execution of this Contract to complete Buyer's due diligence review of the Property (Inspection Period) to determine if there are any issues that would prevent the Buyer's use of the Property. Should Buyer determine during such Inspection Period that it is not satisfied with the Property or any characteristics thereof for any reason whatsoever, in Buyer's sole and absolute discretion, Buyer may terminate this Contract by notifying the Seller in writing as soon as possible, but no later than ten (10) Days after the end of such Inspection Period, of Buyer's decision to terminate the Contract. In such case, this Contract shall thereupon be terminated and of no further force and effect, unless Seller and Buyer mutually agree to modify this Contract to address any such issues.
- B. Buyer shall comply with the insurance requirements set forth in the Contract, including the items set forth below:
  - 1. Neither Buyer nor any subcontractor shall enter the Property to conduct any inspections under this Section 16 until Buyer's contractors and subcontractors have obtained and provided proof of the required insurance coverages to Seller, and such proof has been approved by Seller. Buyer confirms to Seller that all contractors and subcontractors have provided Buyer with proof of such insurance, or will do so prior to commencing any work under this Section 16.
  - 2. Seller acknowledges that Buyer is self-insured. Buyer shall require its contractors and subcontractors to obtain and maintain during the Inspection Period, at their sole cost and expense, the insurance policies and/or coverages required by this section. Seller and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds

may have. Buyer shall require each contractor and subcontractor to immediately notify in writing Seller of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. Buyer shall provide to Seller with the signed Contract an Acord certificate of insurance for each contractor and subcontractor which states in the description of operations section one of the two paragraphs below:

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

OR

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

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

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

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

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

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

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

\$2,000,000.00 each occurrence limit

- (b) Automobile Liability: \$1,000,000.00 combined single limit
  - (c) Workers' Compensation and Employer's Liability:  
 Workers' Compensation: statutory coverage for Virginia  
 Employer's Liability:  
 \$100,000.00 Bodily Injury by Accident each occurrence  
 \$500,000.00 Bodily Injury by Disease Policy Limit.  
 \$100,000.00 Bodily Injury by Disease each employee.
  - (d) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
  - (e) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Buyer's and its subcontractors' insurance company shall waive rights of subrogation against Seller and its officers, employees, agents, assigns, and volunteers.
4. Proof of Insurance Coverage:
- (a) Buyer shall furnish Seller with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
  - (b) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
5. Insurance coverage shall be in a form and with an insurance company approved by Seller, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Section shall be authorized to do business in the Commonwealth of Virginia.
6. The continued maintenance of the insurance policies and coverages required by this Section is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of Buyer for default.



**SECTION 20. COUNTERPART COPIES.**

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

**SECTION 21. CONSTRUCTION.**

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

**SECTION 22. SEVERABILITY AND SURVIVAL.**

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

**SECTION 23. COOPERATION.**

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

**SECTION 24. AUTHORITY TO SIGN.**

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

**SECTION 25. NONWAIVER**

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

**SECTION 26. FAITH BASED ORGANIZATIONS.**

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

**SECTION 27. EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

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

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

**SECTION 29. FORCE MAJEURE.**

A delay in or failure of performance by any party shall not constitute a default, nor shall Seller or Buyer be in breach of this Contract, if and to the extent that such delay, failure, loss, or damage is directly caused by an occurrence beyond the reasonable control of such party and its agents, employees, Buyers, subcontractors, and consultants, which results from Acts of God or the public enemy, compliance with any order of or request of any governmental authority or person authorized to act therefore, acts of declared or undeclared war, public disorders, rebellion,

sabotage, revolution, earthquake, floods, riots, strikes, labor or employment difficulties, delays in transportation, inability of party to obtain necessary materials or equipment or permits due to existing or future laws, rules, or regulations of governmental authorities or any other direct causes, and which by the exercise of reasonable diligence said party is unable to prevent. For purposes of this Contract any one delay caused by any such occurrence shall not be deemed to last longer than six (6) months and all delays caused by any and all such occurrences under any circumstances shall not be deemed to last longer than a total of six (6) months. Any party claiming a force majeure occurrence shall give the other party written notice of the same within thirty (30) Days after the date such claiming party learns of or reasonably should have known of such occurrence, or any such claim of force majeure shall be deemed waived. Notwithstanding anything else set forth above, after a total of six (6) months of delays or failure of performance of any type have been claimed as being subject to force majeure, no further delays or failure of performance or claims of any type shall be claimed as being subject to force majeure and/or being excusable delay.

**SECTION 30. ENTIRE CONTRACT.**

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

SIGNATURES APPEAR ON FOLLOWING PAGES

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

ATTEST:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

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

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

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

My commission expires:

\_\_\_\_\_

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

SEAL

WITNESS/ATTEST:

COUNTY OF ROANOKE, VIRGINIA

\_\_\_\_\_

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

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

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

My commission expires:

\_\_\_\_\_

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

SEAL

Approved as to Form:

Approved as to Execution:

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

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

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

Approved as to Form:

Approved as to Execution:

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

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

Authorized by Roanoke County Board of Supervisors Ordinance No. 091316-5

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

## EXHIBIT A

### DESCRIPTION OF PROPERTY

Parcel 1 as depicted and described in the Plat entitled “Subdivision Plat from Record for the City of Roanoke, Virginia, Showing 34.98 Acres (D.B. 1056, Pg. 809) Plat Showing Property to be Acquired by the City of Roanoke, Virginia from L.F. and Lucille H. Stultz for a Proposed Back Creek Dam (D.B. 1056, Pg. 813) Creating Hereon Parcel 1 9.8770 Acres Parcel 1-A 25.1027 Acres” prepared by Caldwell White Associates dated November 21, 2016. A copy of the Plat is attached hereto.

KNOW ALL MEN BY THESE PRESENTS TO WIT:

THAT THE CITY OF ROANOKE IS THE FEE SIMPLE OWNER OF THE PARCEL OF LAND SHOWN HEREON, BOUNDED ON THE OUTSIDE BY CORNERS 36 TO 1 INCLUSIVE, BEING 34.88 ACRES, PLAT SHOWING PROPERTY TO BE ACQUIRED BY THE CITY OF ROANOKE, VIRGINIA (D.B. 1056, P.C. 813) AND BEING A PORTION OF THE LAND CONVEYED TO SAID OWNER BY DEED DATED JANUARY 14, 1977 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ROANOKE, VIRGINIA IN D.B. 1056, P.C. 809.

THE SAID OWNER HEREBY CERTIFY THAT THEY HAVE SUBDIVIDED THE LANDS SHOWN HEREON ENTIRELY BY HIS OWN FREE WILL AND ACCORD AS REQUIRED BY SECTION 15.2-2340 THROUGH 15.2-2379 OF THE 1950 CODE OF VIRGINIA AS AMENDED TO DATE, AND AS REQUIRED BY THE COUNTY OF ROANOKE, VIRGINIA SUBDIVISION ORDINANCE AS AMENDED TO DATE.

WITNESS THE SIGNATURE AND SEAL OF SAID OWNER:

STATE OF VIRGINIA

TO WIT: I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE FORESAID STATE DO HEREBY CERTIFY THAT THE FOREGOING WRITING HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME IN MY FORESAID JURISDICTION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY REGISTRATION No. \_\_\_\_\_ NOTARY PUBLIC

VICINITY MAP

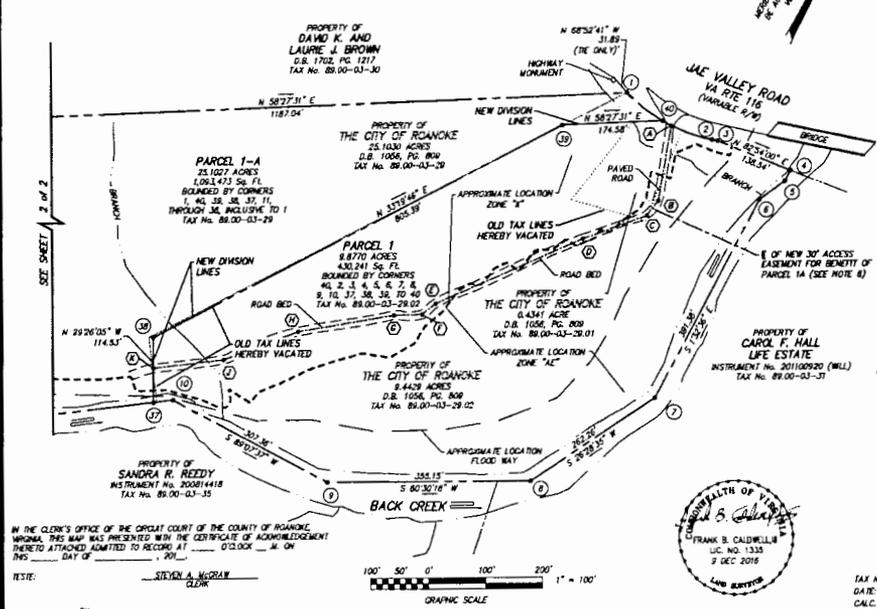


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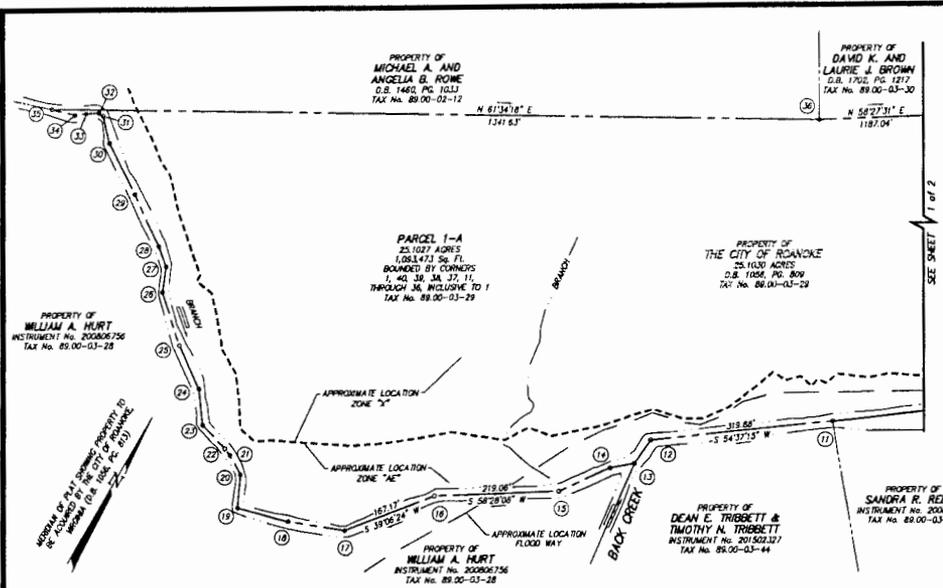
- THIS PLAT WAS PREPARED WITH THE BENEFIT OF A FILE REPORT BY FACILITY NATIONAL SITE GROUP, INC. CASE NO. 5891707, EFFECTIVE DATE SEPTEMBER 12, 2016 FOR TAX NO. 89.00-03-26.01 AND TAX NO. 89.00-03-26.02.
- THE SUBJECT PROPERTY LIES WITHIN THE LIMITS OF ZONE "AE" AND ZONE "A" AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP, 51165C0000, MAP REVISED SEPTEMBER 28, 2007.
- REFERENCES: PLAT SHOWING PROPERTY TO BE ACQUIRED BY THE CITY OF ROANOKE, VIRGINIA FROM L. F. AND LUCILLE H. STULTZ FOR A PROPOSED BACK CREEK DAM BY CITY ENGINEER'S OFFICE DATED SEPTEMBER 26, 1976 PLAT NO. 5843-A AND RECORDED IN D.B. 1056, P.C. 813 (ROANOKE COUNTY).
- THE RECORDATION OF THIS PLAT OF SUBDIVISION DOES NOT CONSTITUTE A COVENANCE OF LAND. ANY LOT, PARCEL OR TRACT OF LAND SHOWN HEREON THAT IS INTENDED FOR SALE AND/OR COVENANCE MUST BE CONVEYED BY DEED AND SAID DEED MUST BE RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF THE COUNTY OF ROANOKE.
- THIS PLAT IS BASED ON AVAILABLE RECORDS. NO FIELD SURVEYS WERE PERFORMED.
- THE OWNERS OF PARCEL 1-A RECEIVES AN ACCESS EASEMENT FROM VIA RITE 116 ACCESS PARCEL 1 FOR THE BENEFIT OF PARCEL 1-A. SAID EASEMENT SHALL BE 30' WIDE AND CENTERED ON THE CENTERLINE AS SHOWN ON THIS PLAT. THE OWNER OF PARCEL 1-A AGREES TO THE REALIGNMENT OF THE EASEMENT IF THE ALIGNMENT SHOWS INTERFERES WITH OTHER DEVELOPMENT OF PARCEL 1.
- BASED ON THE WRITTEN ZONING DETERMINATION MADE BY THE ROANOKE COUNTY ZONING ADMINISTRATOR DATED NOVEMBER 29, 2016, PARCEL 1 AND PARCEL 1-A CONSTITUTE LEGAL LOTS WITHOUT SUBDIVISION APPROVAL BECAUSE THE SUBDIVISION REGULATIONS FOR ROANOKE COUNTY DO NOT REQUIRE SUBDIVISION APPROVAL WHERE THE LOT CREATED IS TRANSFERRED TO THE DOMESTICITY OF VIRGINIA ON A POLYMER SUBDIVISION THEREOF. FURTHERMORE, PARCEL 1-A CONSTITUTES A LEGAL NONCONFORMING LOT OF RECORD PURSUANT TO SECTION 60-23-5 (4) OF THE ROANOKE COUNTY ZONING ORDINANCE, AND PARCEL 1-A CAN BE DEVELOPED IN ACCORDANCE WITH THE CURRENT DEVELOPMENT REGULATIONS OF THE COUNTY OF ROANOKE, WITHOUT ANY LIMITATIONS ON DEVELOPMENT BASED ON THE FRONTAGE OF PARCEL 1-A ON JAE VALLEY ROAD.

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_

SUBDIVISION AGENT AND ZONING ADMINISTRATOR ROANOKE COUNTY DATE \_\_\_\_\_ (SEE NOTE 7)



SUBDIVISION PLAT FROM RECORDS FOR  
**THE CITY OF ROANOKE, VIRGINIA**  
 SHOWING 34.88 ACRES (D.B. 1056, P.C. 809) PLAT SHOWING PROPERTY TO BE ACQUIRED BY THE CITY OF ROANOKE, VIRGINIA FROM L. F. AND LUCILLE H. STULTZ FOR A PROPOSED BACK CREEK DAM (D.B. 1056, P.C. 813) CREATING HEREON  
**PARCEL 1 9.8770 ACRES**  
**PARCEL 1-A 25.1027 ACRES**  
 STATE JAE VALLEY ROAD  
 WYOMING MAGISTRAL DISTRICT  
 ROANOKE COUNTY, VIRGINIA  
**CWA**  
**CALDWELL WHITE ASSOCIATES**  
 ENGINEERS / SURVEYORS / PLANNERS  
 4808 WELLSBORO AVENUE, N.E., P.O. BOX 8900  
 DUBLINOVA, VIRGINIA 24017-8900  
 Telephone: (424) 888-8800 Fax: (424) 888-8700  
 E-mail: cwa@cwawhite.com  
 TAX NO. 89.00-03-29, 89.00-03-28.01, 89.00-03-28.02. SCALE: 1" = 100'  
 DATE: NOVEMBER 21, 2016  
 CALC. BY: CHW/D/PBC  
 CLOSED: JW  
 SHEET 1 OF 2  
 N.B. N/A  
 D.R.M. JW  
 W.C.: 16-0089



COORDINATE LIST (ASSUMED)

Point #	Northing	Easting	Point #	Northing	Easting
1	5000.0000	5000.0000	21	3156.7138	3362.0222
2	4999.8151	5170.2159	22	3362.7270	3367.9449
3	5002.8369	5179.8789	23	3360.3865	3371.2981
4	5018.9607	5217.1566	24	3413.7601	3276.0748
5	4999.0348	5217.5738	25	3484.8128	3208.2194
6	4946.3529	5294.4864	26	3553.4271	3125.3621
7	4657.3148	5305.0294	27	3625.5308	3118.2622
8	4322.5611	5186.1061	28	3670.4610	3070.3012
9	4147.7039	4878.9842	29	3680.3004	3008.0678
10	4143.0208	4571.6589	30	3737.5597	2925.8557
11	3925.3068	4271.0844	31	3772.4388	2892.8368
12	3740.0828	4010.2622	32	3774.2880	2863.7315
13	3690.2014	4006.8389	33	3762.5017	2864.7289
14	3662.4672	3973.7693	34	3750.8861	2848.8810
15	3582.7549	3916.5892	35	3740.3471	2806.4831
16	3468.1950	3729.8720	36	4378.0423	3868.1303
17	3336.4753	3624.4269	37	4122.6919	4541.5942
18	3303.9228	3529.9780	38	4222.4289	4447.2979
19	3281.3661	3436.8097	39	4055.3581	4329.8299
20	3335.4922	3415.3957	40	4086.6781	5078.6092

CURVE TABLE

CURVE	DELTA	RADIUS	TAN	ARC	CHORD	DIST
1-2	30.7528°	278.73	89.58	89.5874° E	170.22	
1-40	18.2645°	278.73	40.28	80.00° S	80.2253° E	78.73
40-2	18.0646°	278.73	46.92	82.88° N	81.5022° E	82.55

LINE TABLE

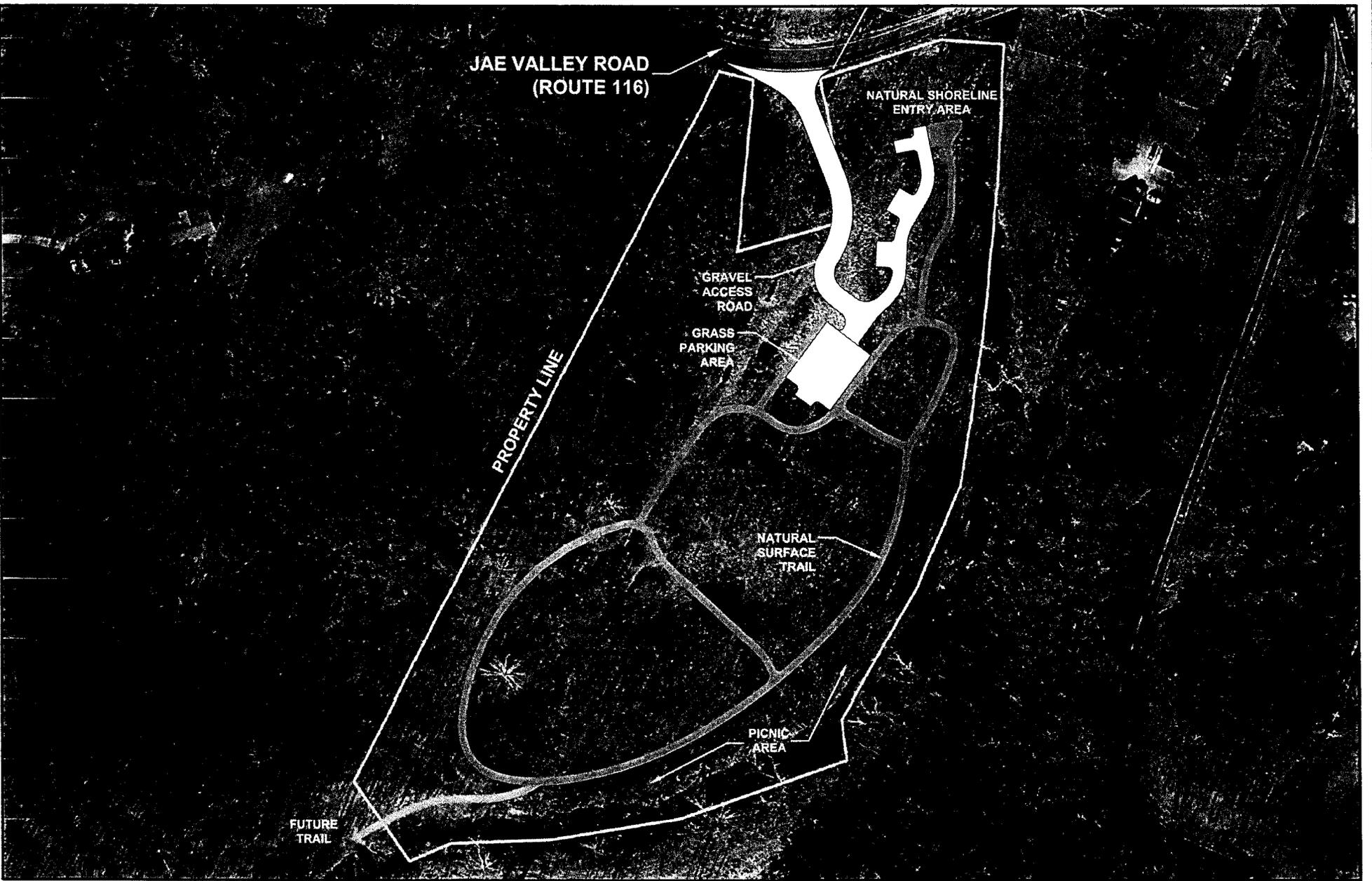
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1-2	N 72°17'00" E	6.83	23-23	N 22°03'22" W	52.41
2-3	S 01°58'20" E	20.83	23-24	N 34°53'26" W	63.07
3-6	S 24°24'28" W	55.51	24-25	N 53°02'04" W	64.80
6-10	S 54°03'00" W	371.14	25-26	N 46°42'35" W	100.08
10-37	S 54°03'00" W	34.62	26-27	N 21°18'02" W	45.18
37-11	S 54°03'00" W	136.47	27-28	N 49°00'00" W	38.00
11-13	S 03°57'00" W	50.00	28-29	N 53°41'17" W	101.08
13-14	S 50°00'33" W	43.18	29-30	N 55°24'25" W	100.84
14-15	S 35°39'11" W	88.10	30-31	N 42°44'52" W	68.94
15-18	S 89°54'20" W	100.27	31-32	N 84°58'00" W	6.84
18-19	S 75°56'36" W	82.87	32-33	S 08°11'41" W	22.86
19-20	N 24°05'25" W	58.41	33-34	S 53°45'21" W	18.65
20-21	N 57°31'26" W	39.58	34-35	S 75°24'42" W	41.75
21-22	N 68°56'21" W	15.30			

ACCESS EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
40-A	N 80°28'54" E	17.00 (THE ONLY)
A-B	S 19°49'08" E	134.44
B-C	S 08°24'36" W	32.06
C-D	S 40°57'58" W	118.50
D-E	S 37°04'47" W	281.61
E-F	S 21°43'58" W	30.04
F-G	S 59°05'21" W	48.92
G-H	S 21°08'17" W	166.35
H-I	S 40°37'26" W	140.24
I-J	S 53°51'00" W	121.35
J-38	N 29°26'05" W	54.15 (THE ONLY)

SUBDIVISION PLAT FROM RECORDS FOR  
**THE CITY OF ROANOKE, VIRGINIA**  
 SHOWING 34.88 ACRES (D.B. 1056, P.C. 809) PLAT SHOWING PROPERTY TO BE ACQUIRED BY THE CITY OF ROANOKE, VIRGINIA FROM L. F. AND LUCILLE H. STULTZ FOR A PROPOSED BACK CREEK DAM (D.B. 1056, P.C. 813) CREATING HEREON  
**PARCEL 1 9.8770 ACRES**  
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 TAX NO. 89.00-03-29, 89.00-03-26.01, 89.00-03-29.02. SCALE: 1" = 100'  
 DATE: NOVEMBER 21, 2016  
 CALC. BY: CHW/D/PBC  
 CLOSED: JW  
 SHEET 2 OF 2  
 N.B. N/A  
 D.R.M. JW  
 W.C.: 16-0089

EXHIBIT B  
BUYER'S PROPOSAL



# CONCEPTUAL PLAN: PASSIVE RECREATION PARK

## JAE VALLEY PARK

ROANOKE COUNTY DEPARTMENT OF PARKS, RECREATION AND TOURISM

GRAPHIC SCALE



07/27/16



EXHIBIT C  
BOUNDARY LINE ADJUSTMENT AGREEMENTS

## AGREEMENT

This Agreement made and entered into this 1st day of December 2016, by and between the COUNTY OF ROANOKE, VIRGINIA ("County") and the CITY OF ROANOKE, VIRGINIA ("City").

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

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

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

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

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

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

Circuit Court, as follows:

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

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

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

WITNESS the following signatures and seals:

**FOR THE COUNTY OF ROANOKE:**

Approved as to Form:



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

BOARD OF SUPERVISORS  
COUNTY OF ROANOKE, VIRGINIA



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

FOR THE CITY OF ROANOKE:

Approved as to Form:

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

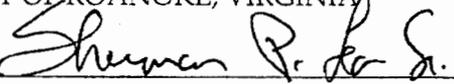
CITY COUNCIL  
CITY OF ROANOKE, VIRGINIA  
By:   
\_\_\_\_\_  
Sherman P. Lea, Sr.  
Mayor

EXHIBIT A  
WILLIAMSON ROAD PLAT



## AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of December 2016, by and between the COUNTY OF ROANOKE, VIRGINIA ("County") and the CITY OF ROANOKE, VIRGINIA ("City").

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

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

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

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

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

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

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

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

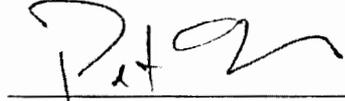
(C) A public right-of-way containing 0.4070 acre, that is located between the two above-mentioned parcels and currently located in Roanoke County will be included within the corporate boundary of the City of Roanoke.

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

WITNESS the following signatures and seals:

**FOR THE COUNTY OF ROANOKE:**

Approved as to Form:



Peter S. Lubeck  
Senior Assistant County Attorney

BOARD OF SUPERVISORS  
COUNTY OF ROANOKE, VIRGINIA

By: 

Thomas C. Gates  
County Administrator

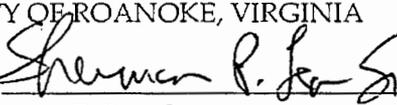
**FOR THE CITY OF ROANOKE:**

Approved as to Form:



Daniel J. Callaghan  
City Attorney

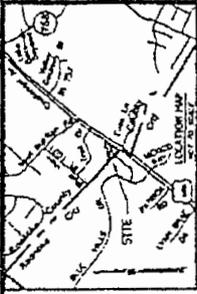
CITY COUNCIL  
CITY OF ROANOKE, VIRGINIA

By: 

Sherman P. Lea, Sr.  
Mayor

EXHIBIT A  
BLUE HILLS VILLAGE DRIVE PLAT

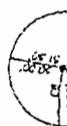
INSTRUMENT NO.



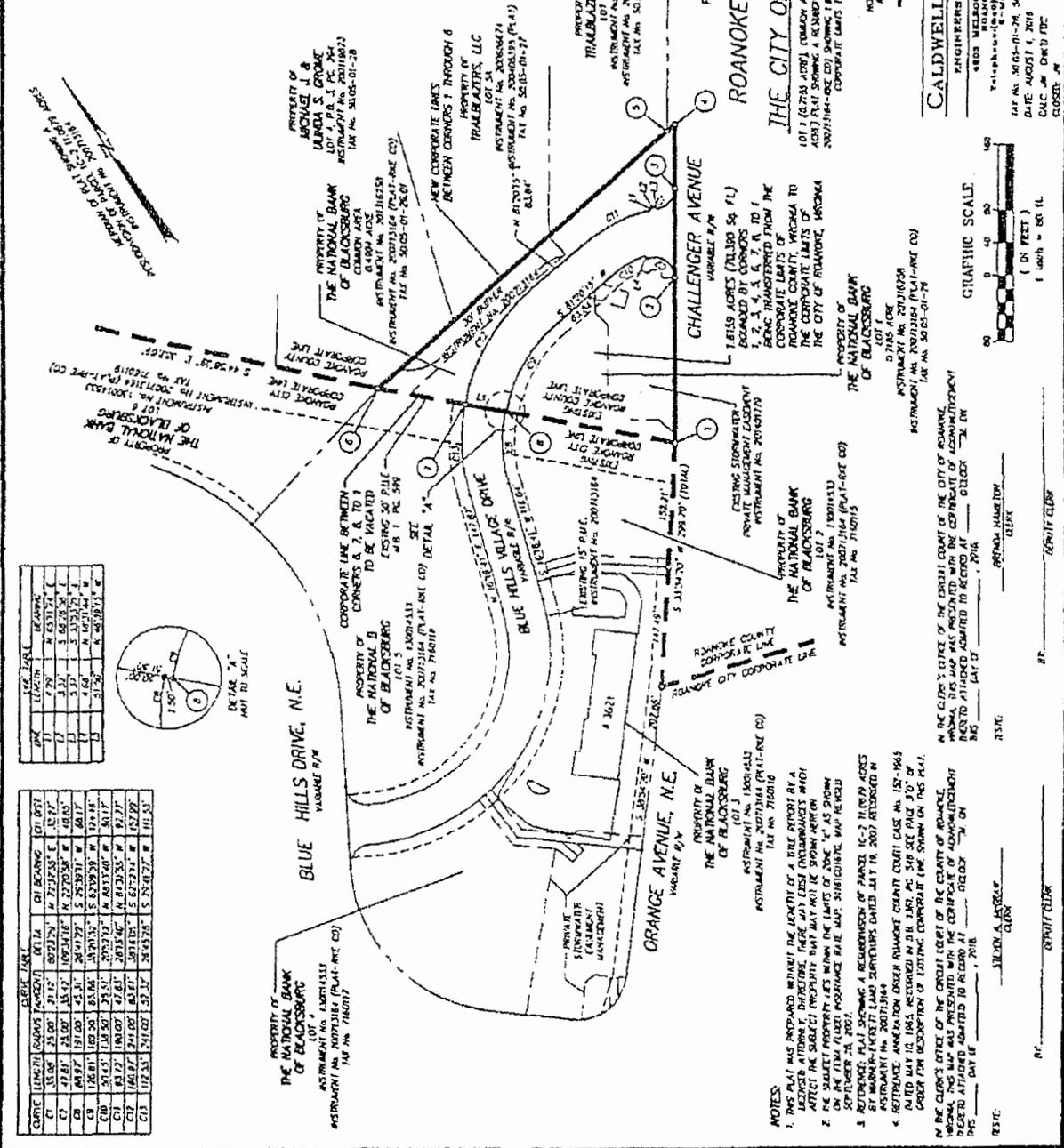
ROANOKE CO. PARCELS  
INCLUDES LOT 1, COMMON AREA AND INDICATED WAY  
TOTAL 1,819 ACRES  
PLAT NO. 101-107

1-2	N 37°28'10" E	201.60'
2-3	N 37°28'10" E	108.61'
3-4	N 37°28'10" E	78.10'
4-5	S 64°20'00" W	111.00'
5-6	S 60°53'00" W	463.91'
6-7	S 48°39'55" E	107.55'
7-8	S 48°39'55" E	31.50'
8-1	S 48°39'55" E	208.85'

LINE	LENGTH	BEARING
1	7.99	N 63°11'24" E
2	3.37	S 65°28'38" E
3	5.37	S 33°33'21" E
4	1.68	N 60°53'13" W
5	2.78	N 48°39'55" W

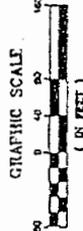


CURVE	LENGTH	CHORD	DELTA	CHORD BEARING	CHORD
C1	15.98	25.00	71.12	S 67°23'29" E	12.17
C2	47.81	23.00	15.42	N 67°23'29" E	46.65
C3	69.37	191.00	43.30	S 24°41'29" W	64.17
C4	126.81	163.50	53.65	S 30°20'30" W	174.14
C5	37.45	138.50	35.31	S 20°32'32" W	50.17
C6	83.27	100.00	47.61	S 28°13'46" W	81.37
C7	164.87	244.00	83.87	S 39°18'19" W	172.92
C8	172.53	241.00	59.37	S 28°43'28" W	191.27
C9					111.53



ROANOKE COUNTY, VIRGINIA  
AND  
THE CITY OF ROANOKE, VIRGINIA

CALDWELL WHITE ASSOCIATES  
ENGINEERS / SURVEYORS / PLANNERS  
4803 HUNTERS AVENUE, SUITE 200  
ROANOKE, VIRGINIA 24060  
Tel: (540) 986-3600 Fax: (540) 986-8700  
www.cwawhite.com



NOTES:  
1. THIS PLAT WAS PREPARED WITHOUT THE ASSISTANCE OF A TITLE SEARCH BY A LICENSED ATTORNEY. THEREFORE, THERE MAY BE UNDISCOVERED ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY THAT MAY NOT BE SHOWN HEREON.  
2. THE SUBJECT PROPERTY LIES WITHIN THE LIMITS OF ZONE "U" AS SHOWN ON THE CITY ALLEYS MODIFICATION MAP. THIS ZONING MAP IS SHOWN BY REFERENCE TO THE CITY OF ROANOKE'S ZONING MAP DATED MAY 11, 2007, RECORDED IN INSTRUMENT NO. 200713144.  
3. RETRIEVE AMERICAN ORDER ROANOKE COUNTY COURT CASE NO. 157-1643 DATED MAY 10, 1983, RECORDED IN D.B. 100, PG. 518 SEE PAGE 300 OF CASE FOR DESCRIPTION OF LOTTING COMPRISED THE SHOWN ON THIS PLAT.  
IN THE CLERK'S OFFICE OF THE COUNTY OF ROANOKE, VIRGINIA, THIS MAP WAS PRESENTED WITH THE CORPORATE OF ADMINISTRATION RECORD ATTACHED LIMITED TO RECORD AT \_\_\_\_\_ DELIVERY \_\_\_\_\_ ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.  
BY: \_\_\_\_\_ SILVIA A. GARDNER, CLERK  
BY: \_\_\_\_\_ DEWITT CLARK, CLERK

INSTRUMENT NO.

Exhibit A Blue Hills Village Drive Plat

JC

5.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to execute a Contract for Purchase and Sale of Real Property (“Contract”) between the City of Roanoke, Virginia (“City”), and the County of Roanoke, Virginia (“Buyer”), to sell to Buyer certain real property located on Jae Valley Road, in Roanoke County, Virginia, consisting of 9.8770 acres, more or less, (“Property”) and which Property depicted as Parcel 1 in a plat entitled “Subdivision Plat from Records for the City of Roanoke, Virginia, Showing 34.98 Acres (D.B. 1056, Pg. 809) Plat Showing Property to be Acquired by the City of Roanoke, Virginia from L.F. and Lucille H. Stultz for a Proposed Back Creek Dam (D.B. 1056, Pg. 813) Creating Hereon Parcel 1 9.8770 Acres Parcel 1-A 25.1027 Acres” prepared by Caldwell White Associates dated November 21, 2016 (“Plat”) , upon certain terms and conditions; the reservation of an access easement by the City across the Property to provide access to a public street for City-Owned property; authorizing the City Manager to execute such further documents and take such further actions as may be necessary to accomplish the above matters; and dispensing with the second reading of this Ordinance by title.

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

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

1. The City Manager is hereby authorized on behalf of the City to execute a Contract, substantially similar to the Contract attached to the City Council Agenda Report dated

December 19, 2016, to sell to Buyer certain real property located on Jae Valley Road, in Roanoke County, Virginia, consisting of 9.8770 acres, more or less, and is depicted as Parcel 1 in a plat entitled “Subdivision Plat from Records for the City of Roanoke, Virginia, Showing 34.98 Acres (D.B. 1056, Pg. 809) Plat Showing Property to be Acquired by the City of Roanoke, Virginia from L.F. and Lucille H. Stultz for a Proposed Back Creek Dam (D.B. 1056, Pg. 813) Creating Hereon Parcel 1 9.8770 Acres Parcel 1-A 25.1027 Acres” prepared by Caldwell White Associates dated November 21, 2016 (“Plat”), which Parcel 1 bears Roanoke County Official Tax Map No. 089.00-03-29.02 on the Plat (“Property”) for the purchase price of \$10.00, together with other consideration and performance of other obligations by Buyer, for the developing, constructing, operating and maintaining of a public park facility with public access to Back Creek for canoe and kayak uses, subject to certain terms and conditions as set forth in the Contract, including (i) the limitation on use of the Property to public park facilities and public park uses and the acknowledgement of the collaboration between Roanoke County and the City through installation of signage at these facilities, and (ii) the reservation of an access easement by the City across the Property to provide access to a public street for City-Owned property, described as Parcel 1-A in the Plat, consisting of 25.1027 acres, more or less, and bearing Roanoke County Official Tax Map No. 089.00-03-29.00 (“Adjacent Property”) for access to enter into and egress from Adjacent Property, upon such terms and conditions as more particularly set forth in the above-mentioned Agenda Report.

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

3. The City Manager is further authorized to execute such further documents, including a Special Warranty Deed of Conveyance for the transfer of the Property to the Buyer in

accordance with the terms of the Contract, and take such further actions as may be necessary to implement, administer, and enforce the Contract and complete the sale and transfer of the Property to the Buyer.

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

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

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

ATTEST:

City Clerk.

7.a.1.



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** Acceptance of Regional Surface Transportation Program (RSTP) funds through the Virginia Department of Transportation (VDOT) for Phase 2 of the Tinker Creek Greenway Trail (CM16-00172)

## **Background:**

The City of Roanoke, with assistance from the Roanoke Valley Greenways Commission, applied for RSTP funds through VDOT to help fund both the engineering and construction of the second phase of the Tinker Creek Greenway Trail. VDOT has recently notified the City of its award of \$1,520,000 in RSTP funds in support of the project.

## **Considerations:**

The current portion of the Tinker Creek Trail begins near the confluence of Tinker Creek and the Roanoke River in Southeast Roanoke and travels approximately one and one half miles to its current terminus at the northern portion of Fallon Park at Wise Avenue. The second phase of the trail will begin at Wise Avenue and traverse north alongside of Tinker Creek for three miles to Masons Mill Park. Once at Masons Mill Park, the Tinker Creek Trail will connect to the proposed Deschutes Brewery to be located within the Roanoke Centre for Industry and Technology.

## **Recommended Action:**

Adopt a Resolution accepting RSTP funding from VDOT in an amount not to exceed \$1,520,000, and authorize the City Manager to execute the above mentioned agreements associated with said funding. All documents shall be approved as to form by the City Attorney.

Authorize the City Manager to execute such additional documents as may be necessary to obtain, accept, implement, administer, and utilize the RSTP funds in an amount up to \$1,520,000 for the Tinker Creek Greenway Trail Phase 2.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$1,520,000 and to appropriate the same amount for project expenditures into an account within the Grant Fund.



-----  
Christopher P. Morrill  
City Manager

Distribution: Council Appointed Officers  
Barbara Dameron, Director of Finance  
Brian Townsend, Assistant City Manager  
Michael Clark, Parks and Recreation Manager  
Donnie Underwood, Parks and Greenways Planner

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

Project Number	UPC	Local Government
9999-128-406	110101	City of Roanoke

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

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

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

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

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

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
  - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-348 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

\$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
  - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements

agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
9. This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be

reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

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

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

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

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

**CITY OF ROANOKE, VIRGINIA:**

\_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

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

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Chief of Policy

\_\_\_\_\_  
Date

Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**Attachments**

Appendix A (UPC 110101)

SST  
12/14/16

T.a.l.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting Regional Surface Transportation Program Funds from the Virginia Department of Transportation to help fund both the engineering and construction of the second phase of the Tinker Creek Greenway Trail; and authorizing execution of any required documents on behalf of the City in connection with such funds under certain conditions.

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

1. The City Manager is hereby authorized on behalf of the City to accept Virginia Department of Transportation Regional Surface Transportation Program Funds in the amount of \$1,520,000, with no local match, for the engineering and construction of the second phase of the Tinker Creek Greenway Trail which will begin at Wise Avenue and traverse north alongside of Tinker Creek for three miles to Masons Mill Park. Once at Masons Mill Park, the Tinker Creek Trail will connect to the proposed Deschutes Brewery to be located within the Roanoke Centre for Industry and Technology, all of which is more particularly described in the City Council Agenda Report dated December 19, 2016.

2. The City Manager is hereby authorized to execute for and on behalf of the City, any and all requisite documents to obtain, accept, implement, administer and utilize the funds, such documents to be approved as to form by the City Attorney.

ATTEST:

City Clerk.

7a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Virginia Department of Transportation Funds to the Tinker Creek Greenway Trail project, amending and reordaining certain sections of the 2016-2017 Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Appropriated from Federal Grant Funds	08-620-9492-9002	\$ 1,520,000
Revenues		
VDOT RSTP – Tinker Creek Greenway Trail	08-620-9492-9492	1,520,000

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

ATTEST:

City Clerk.



## CITY COUNCIL AGENDA REPORT

7.a.2.

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

**Meeting: December 19, 2016**

**Subject: Amendment No. 3 to Contract with Wellness for Life Medical, LLC for Operation and Management Services of the City's Employee Health Clinic (CM16-00173)**

### **Background:**

The City entered into a Contract with Wellness for Life Medical, LLC (WFL) on January 17, 2013 to provide operation and management services for the City's Employee Health Clinic. The initial term of the Contract was for three (3) years with two (2) additional three (3) year renewal periods, and the Contract budget was a not to exceed amount of \$622,984 for the first operating year of the Contract.

There have been two Contract amendments to the initial Contract. For the Contract year ending January 16, 2016, Amendment No. 1 to the Contract was granted for a de minimis amount of \$0.18 with the effective date retroactive to January 17, 2015. For the Contract year ending January 16, 2017, Amendment No. 2 to the Contract was granted on March 1, 2016 for a net amount of \$110,864.00, increasing the Contract not to exceed amount to \$733,848.00. The increased cost over the initial Contract period was due to increased utilization of the Clinic, as services were expanded to spouses of current employees, retirees, and the spouses of retirees enrolled on the City's healthcare plan. The amendment also authorized a contract renewal period for up to six (6) additional one (1) year periods or any combination thereof.

Amendment No. 3 is now needed to increase the total amount of the Contract by \$60,000 for a total Contract not to exceed amount of \$793,848. This amendment will allow for additional work to support the Clinic's wellness technology platform and employee outreach at the request of the City. The amendment is also needed to change the term of the Contract from a one (1) year period from January 17, 2017 to January 16, 2018 to an eighteen (18) month period, commencing January 17, 2017 to June 30, 2018. This change in the term of the Contract will align Wellness for Life's contractual budget with the City's fiscal year budget. The contract renewal amount for this 18-month renewal term shall not exceed \$1,190,772.00.

**Considerations:**

Council approval is required for the amendment to the Contract. Funding for the Contract amendment is available in account 01-340-1263-3056 (Employee Health Services 3<sup>rd</sup> Party Contracts).

**Recommended Action:**

Authorize the City Manager to execute Amendment No. 3, approved as to form by the City Attorney, to amend the City contract with Wellness for Life Medical, LLC for the operation and management services of the City's Employee Health Clinic in accordance with the terms set forth in Amendment No. 3.

Authorize the City Manager to take such actions and execute such documents, approved as to form by the City Attorney, as may be necessary to provide for the implementation, administration and enforcement of Amendment No. 3 to the above mentioned Contract.



Christopher P. Morrill  
City Manager

Distribution: Council Appointed officers  
Sherman Stovall, Assistant City Manager for Operations  
Barbara A. Dameron, Director of Finance  
Michael Shockley, Director of General Services  
Timothy Spencer, Senior Assistant City Attorney

JHS

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager's execution of Amendment No. 3 to the City's Contract with Wellness for Life Medical, LLC, in an amount not to exceed a total amount of \$793,848 for an eighteen-month period beginning on January 1, 2017, for additional work to support the Clinic's wellness technology platform and employee outreach at the request of the City.

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

1. The City Manager is hereby authorized to execute, for and on behalf of the City, in a form approved by the City Attorney, Amendment No. 3, to the City's contract with Wellness for Life Medical, LLC, in an amount not to exceed \$793,848 for an eighteen-month period beginning on January 1, 2017, to allow for additional work to support the Clinic's wellness technology platform and employee outreach at the request of the City, all as more fully set forth in the City Council Agenda Report dated December 19, 2016. The City entered into the original Contract with Wellness for Life Medical, LLC, on January 17, 2013.
2. The City Manager is hereby authorized to take such further actions and execute all necessary documents as may be necessary to obtain, accept, implement, and administer such Amendment, with any such documents being approved as to form by the City Attorney.

ATTEST:

City Clerk



## CITY COUNCIL AGENDA REPORT

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

**Meeting:** December 19, 2016

**Subject:** Appropriation of Wellness Program Funding (CM16-00174)

### **Background:**

The City entered into an Administrative Services Agreement with HealthKeeper, Inc. and Anthem Health Plans of Virginia, Inc. dba Anthem Blue Cross Blue Shield on January 1, 2014 to administer certain elements of the City's Group Health Plan. The term of the Agreement is up to three (3) one (1) year periods or any combination thereof. As part of the Agreement, Anthem provides the City designated funding in the amount of \$50,000 on an annual basis for wellness and health care management programs designed to increase employee participation in healthy lifestyle activities.

### **Considerations:**

The Department of Human Resources administers the Agreement with Anthem Blue Cross Blue Shield and also administers all of the City's wellness and health care management programs. Currently, all health and wellness activities are funded through Human Resources' budget pending requests for funding reimbursement from Anthem. Once proof of payment is received for any wellness program, Anthem provides funding reimbursement to the City.

For ease of administration, the \$50,000 provided by Anthem for wellness programs should be recognized as anticipated revenue designated for wellness programs and activities and appropriated to the Human Resources budget.

**Recommended Action:**

Adopt the accompanying budget ordinance authorizing the Director of Finance to establish a revenue estimate in the General Fund for Wellness activities funds in the amount of \$50,000 and appropriate funding in the same amount to the Human Resources budget.



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Christopher P. Morrill  
City Manager

Distribution: Council Appointed officers  
Sherman Stovall, Assistant City Manager for Operations  
Barbara A. Dameron, Director of Finance  
Amelia Merchant, Director of Management and Budget  
Timothy Spencer, Senior Assistant City Attorney



7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from Anthem Blue Cross Blue Shield for wellness and health care management programs, amending and reordaining certain sections of the 2016-2017 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations

Wellness Reimbursement Expense	01-340-1263-3055	\$ 50,000
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Revenues

Wellness Reimbursement	01-110-1234-1500	50,000
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Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk



7.a.4.

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** Request for Amendment No. 2 to the Contract for Purchase and Sale of Real Property Located at 209 Henry Street, N. W. (Official Tax Map No. 2013001) (CM16-00176)

### **Background:**

City Council adopted Ordinance No. 40160-012015 authorizing the execution of a Contract for Purchase and Sale of Real Property located at 209 Henry Street, N. W. (Official Tax Map No. 2013001) (Property) between the City and the Roanoke Higher Education Authority (Contract). The intended use of the Property is for construction of an addition to the Virginia Western Community College Culinary Arts Facility. Ownership of the property was conveyed to the Roanoke Higher Education Authority (Authority) on July 21, 2015.

The Contract included a provision that construction commence on the addition within 12 months of closing (July 21, 2016) and be completed within 24 months of closing (July 21, 2017). If construction does not commence by the required date, the City will have the right to take back title to the property.

The Authority requested supplemental funding from the Commonwealth of Virginia in order to fully complete the addition to the Culinary Arts Facility. This funding was approved in the adopted 2016-2017 state budget. With this supplemental funding the construction was planned to commence, but would not start by the date required in the Contract. Due to the extra time needed to obtain full project funding, the Authority requested additional time to commence and complete construction of the building addition. The proposed new construction commencement date was December 21, 2016, and the completion date was January 22, 2018. By Ordinance No. 40509-051616, adopted by City Council on May 16, 2016, Amendment No. 1 was approved by City Council. The parties executed Amendment No. 1 on May 17, 2016.

On November 15, 2016, the Authority notified the City that bids received in late October for the project significantly exceeded the budget. The Authority is now evaluating the project scope and identifying various scenarios and options on how to proceed, including value engineering, redesign, and identifying other revenue sources to address the budget shortfall. All of this work and the resulting options necessary to move the project forward will result in the

project not being able to commence by the December 21, 2016 deadline, nor being completed by the January 22, 2018 deadline.

Given the wide range of timeframes that these various options may take, the Authority requests that the Contract be further amended to change the project initiation date to be no later than December 21, 2017 and completion date to be no later than January 22, 2019.

Ensuring the completion of this project will not only further the general intent of improving job skills and career opportunities for Roanoke's citizens, but will also provide additional development and investment along the Henry Street corridor that builds upon previous investments made in the Roanoke Higher Education Center and the Dumas Center.

Proposed Amendment No. 2 is attached to this report for City Council's review and information.

**Recommended Action:**

Adopt an Ordinance authorizing the City Manager to execute Amendment No. 2 to Contract for Purchase and Sale of Real Property located at 209 Henry Street, N. W. (Official Tax Map No. 2013001) in a form substantially similar to that which is attached to this Report, and to execute such other documents and to take such further actions as may be necessary to implement, administer, and enforce such Amendment No. 2. All documents are subject to approval as to form by the City Attorney.



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Christopher P. Morrill  
City Manager

Attachment

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

**AMENDMENT NO. 2 TO  
CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

This Amendment No. 2 to Contract For Purchase and Sale of Real Property (Amendment No. 2) is dated December 20, 2016, by and between the City of Roanoke, Virginia, (City or Seller), and Roanoke Higher Education Authority, a political subdivision of the Commonwealth of Virginia (RHEA or Buyer).

**RECITALS:**

WHEREAS, the City and RHEA entered into a contract dated January 21, 2015, that provided for City to sell and for RHEA to purchase certain real property, including any improvements thereon, situated at 209 Henry Street, N.W., Roanoke, Virginia, depicted as Official Tax Map No. 2013001, consisting of 0.3777 acres and more particularly described in Exhibit A attached to the Contract, (Property) together with a thirty (30) foot nonexclusive access easement across Seller's adjoining lands (Nonexclusive Access Easement) (Contract);

WHEREAS, RHEA acquired the Property and Nonexclusive Access Easement by Special Warranty Deed recorded in the Roanoke City Circuit Court on July 21, 2015 (Deed);

WHEREAS, RHEA intends to construct an extension of its existing facilities on the Property and enter into a long term lease agreement with Virginia Western Community College (VWCC) that will permit VWCC to expand its operation of its culinary school into the building and improvements to be constructed on the Property;

WHEREAS, the City and RHEA entered into an Amendment No. 1 to the Contract dated May 17, 2016, which Amendment No. 1 extended the time to commence and complete construction of the building extension;

WHEREAS, RHEA has requested that certain terms and provisions of the Contract be further amended, changed, or modified as further set forth in this Amendment No. 2; and

WHEREAS, the City and RHEA wanted to reduce to writing the amendments, modifications, and changes to the Contract which have been agreed to by the parties in accordance with Section 31 of the Contract.

NOW, THEREFORE, the City and RHEA, in consideration of the promises and obligations as contained in the Contract, as amended, and in the above Recitals, which Recitals are incorporated herein and made a part of this Amendment No. 2 and as set forth in this Amendment No. 2, mutually agree as follows:

## **SECTION 1. AMENDMENTS TO CONTRACT**

RHEA and the City agree to amend, and do hereby amend, the following Sections of the Contract, as amended, as follows:

- 1.1 The definition of the term “Project” in the Contract, as amended, is hereby replaced with the following:

**“Project:** This term means and includes the construction work to be done by Buyer and Substantially Completed by January 22, 2019, as well as any related and/or connected work that may be required and/or done on any part of the Property to result in Buyer’s Contemplated Use of the Property, all in accordance with the terms and provisions of this Contract.”

- 1.2 Section 4.B.2 of the Contract, as amended, is hereby replaced with the following:

“If Buyer fails to commence Construction Activity by December 21, 2017, Buyer shall be in default of this Contract and Seller may, at its sole option, acquire the Property and the Nonexclusive Access Easement in accordance with Section 16 hereof. For the purposes of this subsection “Construction Activity” shall mean: Buyer or its agent has obtained necessary permits and approval from the City of Roanoke Department of Planning Building and Development to construct the Project.”

- 1.3 Section 4.B.3 of the Contract, as amended, is hereby replaced with the following:

“All construction work necessary to complete the Buyer’s Contemplated Use of the Property shall be Substantially Completed by January 22, 2019.”

- 1.4 Section 4.B.6 of the Contract, as amended, is hereby replaced with the following:

“On or before December 21, 2017, Buyer shall have completed all construction drawings and specifications for the construction of the Facility, obtained all necessary permits and approvals for the construction of the Facility. In the event that Buyer fails to provide written evidence of completion of these requirements within the time period set forth in this Section 4.B.6, the remedies provided in Section 16 shall apply.”

- 1.5 Section 16.A of the Contract, as amended, is hereby replaced with the following:

“Notwithstanding any provision contained in this Contract or the Deed, if by December 21, 2017, Buyer or its successor(s) in interest shall not have commenced Construction Activity, as reasonably determined by the Seller, and as described in Section 4.B.2, Seller shall have the right to refund to the then record owner(s) of the Property and Nonexclusive Access Easement all or any part of the

original Purchase Price for the Property and Nonexclusive Access Easement paid by Buyer to Seller; whereupon the then record owner(s) of the Property and Nonexclusive Access Easement shall forthwith convey the Property and Nonexclusive Access Easement to Seller, free and clear of mortgages, deeds of trusts, liens, or other encumbrances. In the event that the record owner(s) of the Property and Nonexclusive Access Easement for any reason fails or refuses to convey title back to the Seller as required herein, Seller shall have the right to enter onto and take possession of the Property and the Nonexclusive Access Easement or the part thereof designated by Seller, along with all rights and causes of action necessary to have title to the Property and the Nonexclusive Access Easement or the part thereof designated by Seller conveyed to the Seller.”

**SECTION 2. RECORDATION OF NOTICE**

The parties agree that the City will prepare an appropriate notice of this Amendment No. 2 and the City shall record such notice in the Roanoke City Circuit Court to reflect the changes to the Contract that is an exhibit to the Deed. RHEA agrees to pay for all recording costs and fees connected with the recording of this Amendment No. 2.

**SECTION 3. EFFECTIVE DATE OF AMENDMENT NO. 2**

The effective date of this Amendment No. 2 is December 20, 2016.

**SECTION 4. BINDING EFFECT AND CONTINUATION OF TERMS AND CONDITIONS OF CONTRACT**

All the terms and conditions of the Contract between the parties dated January 21, 2015, together with Amendment No. 1 and this Amendment No. 2, shall continue in full force and effect, as modified by Amendment No. 1 and this Amendment No. 2. The Contract, as amended by Amendment No. 1 and this Amendment No. 2, constitutes the entire agreement of RHEA and the City with respect to this matter.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 by their authorized representatives.

WITNESS:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

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

\_\_\_\_\_  
Printed Name and Title

WITNESS:

ROANOKE HIGHER EDUCATION  
AUTHORITY

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

By: \_\_\_\_\_  
Thomas L. McKeon, Executive Director

\_\_\_\_\_  
Printed Name and Title

Approved as to Form:

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

Approved as to Execution:

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

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

JK

7.a.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute Amendment No. 2 to the Contract for the Purchase and Sale of Real Property, dated January 21, 2015 (“Contract”), by and between the City of Roanoke, Virginia (“City”), and Roanoke Higher Education Authority (“RHEA”), for real property situated at 209 Henry Street, N.W., Roanoke, Virginia, designated as Official Tax Map No. 2013001, to extend the new construction commencement date to December 21, 2017, and the completion date of the new construction to January 22, 2019, upon certain conditions; authorizing the City Manager to execute such further documents and take such further actions as may be necessary to accomplish the above matters; reordaining Ordinance No. 40160-012015, adopted on January 20, 2015, and Ordinance No. 40509-051616, adopted on May 16, 2016, only to the extent not inconsistent with this Ordinance; and dispensing with the second reading by title of this Ordinance.

WHEREAS, the Council of the City of Roanoke adopted Ordinance No. 40160-012015, adopted on January 20, 2015, in which Council approved the terms of a Contract between the City and RHEA, pursuant to which Contract the City agreed to sell City-owned property located at 209 Henry Street, N.W., Roanoke, Virginia, designated as Official Tax Map No. 2013001;

WHEREAS, the City and RHEA executed the Contract which was dated January 21, 2015;

WHEREAS, the Council of the City of Roanoke adopted Ordinance No. 40509-051616, adopted on May 16, 2016, in which Council approved the terms of an Amendment No. 1 to the Contract between the City and RHEA; and

WHEREAS, the City and RHEA have negotiated changes to the Contract and desire to amend the Contract.

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

1. City Council hereby approves the terms of Amendment No. 2 to the Contract as set forth in the City Council Agenda Report dated December 19, 2016, which Amendment No. 2 amends the Contract approved by City Council by Ordinance No. 40160-012015, adopted on January 20, 2015, as amended by Amendment No. 1, and provides for certain undertakings and obligations by RHEA and City.

2. The City Manager is hereby authorized on behalf of the City to execute Amendment No. 2 to the Contract, which provides to extend the new construction commencement date to December 21, 2017 and the completion date of the new construction to January 22, 2019, upon certain terms and conditions as set forth in Amendment No. 2 to the Contract attached to the City Council Agenda Report dated December 19, 2016. Such Amendment No. 2 to the Contract is to be substantially similar to the one attached to such Report, and in a form approved by the City Attorney.

3. The City Manager is further authorized to negotiate, execute, deliver, and implement such further documents and agreements and take such further actions as may be necessary to implement, administer, and enforce such Amendment No. 2 to the Contract, and to negotiate, execute, deliver, and implement any other agreements or documents related to this matter.

4. Ordinance No. 40160-012015, adopted January 20, 2015, and Ordinance No. 40509-051616, adopted on May 16, 2016, are hereby reordained to the extent that such

Ordinances are not inconsistent with this Ordinance. In the event of any inconsistency, the provisions of this Ordinance shall control.

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

ATTEST:

City Clerk.



7.a.5.

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** Amendment No. 3 to Contract for Purchase and Sale of Real Property Dated February 28, 2014 Between the City of Roanoke, Virginia and Northwest Recreation Club, Inc. (CM16-00175)

### Background:

The City of Roanoke, as part of the implementation of the Countryside Master Plan, as amended, adopted by City Council on September 17, 2012, entered into a Contract for Purchase and Sale of Real Property, dated February 28, 2014 (Contract) authorized by Ordinance No. 39868-021814, adopted by City Council on February 18, 2014 with the Northwest Recreation Club, Inc. (Buyer) regarding a site not to exceed 3.60 acres which included a former tennis facility building, fronting along Highland Farm Road, N.W.. The Contract contained a number of performance obligations and conditions imposed on the Buyer including the completion of all proposed improvements for the Buyer's contemplated use of the property within 450 days after the real estate closing date. By an agreement dated June 27, 2014, Buyer assigned all of its rights and obligations under the Contract to Countryside Sportsplex, Inc. (Countryside), as permitted under the Contract.

Upon Countryside meeting certain fund raising, financing, and due diligence obligations required under the Contract, the City, by execution of a Special Warranty Deed, conveyed the property to Countryside on July, 30, 2014. Following the closing, Countryside proceeded to undertake initial pre-construction and design activities related to the property as required by the Contract including obtaining permits for environmental testing, interior demolition of the former tennis building, and related activities at the site prior to November 30, 2014. The Contract required substantial completion of the improvements by October 23, 2015.

Countryside, however, encountered several delays in the project's development and requested that the Contract be amended to change the project substantial completion date to July 29, 2016. By Ordinance No. 40360-100815, adopted by City Council on October 8, 2015, Amendment No.1 to the Contract was approved by City Council. The parties executed Amendment No. 1 on October 19, 2015. Subsequently, Countryside notified City Administration to indicate that additional issues related to an extended building renovation design process, unforeseen site utility conditions affecting connections to the former tennis building, and an unusually wet Spring and early Summer affected its ability to undertake necessary site improvements causing the project to fall

behind the revised schedule. Countryside requested that the Contract be amended further to change the project substantial completion date to December 30, 2016. By Ordinance No. 40582-070516, adopted by City Council on July 5, 2016, Amendment No. 2 was approved by City Council. The parties executed Amendment No. 2 on July 8, 2016.

On December 8, 2016, Countryside once again notified the City of further delays in the completion of renovations to the former tennis facility, citing unanticipated delays in having permanent electrical service provided to the site by Appalachian Power, and the additional time it will take for route identification, design, and installation of this new service by the power company. Therefore, Countryside requests that the Contract be further amended to change the project completion date to June 30, 2017.

### **Considerations:**

With the proposed execution of Contract Amendment No. 3, the remaining performance-based obligations which Countryside will be bound to perform as summarized below will not be affected:

- Upon substantial completion of the project, to provide to the City's Parks and Recreation Department exclusive access and use of two indoor multi-purpose courts, at no cost to the City, during the months of November through February, inclusive, on Saturdays from 9:00am – 2:00pm.
- Based upon mutually agreeable terms as contained in the Contract, the City shall continue such exclusive use of the two multi-purpose courts as outlined above until the value of such use by the City reaches the sum of \$52,000. Based on the terms of use contained in the Contract, it is estimated that it would take approximately six and one-half (6.5) utilization seasons to exhaust the \$52,000 value. (The \$52,000 amount equates approximately to the assessed value of the land when it was proposed to be conveyed.)
- As security for Countryside's compliance with the terms and conditions of the Contract, Countryside provided previously a form of security to the City upon execution of the Contract in the amount of \$52,000. Such security would be paid to the City, in whole or in part, if Countryside does not completely and satisfactorily perform the obligations of the Contract.

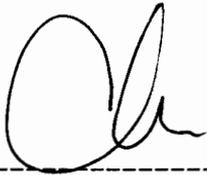
Ensuring the completion of this project will not only further the general intent of the Countryside Master Plan, but also provide the City's Park and Recreation Department needed access to indoor facilities for its recreational programs, and help further define a critical mass of recreational opportunities for both individuals and team sports in this part of Roanoke.

Proposed Amendment No. 3 is attached to this report for City Council's review and information.

**Recommended Action:**

Authorize the City Manager to execute Amendment No. 3 to the Contract for Purchase and Sale of Real Property, substantially similar in form to such Amendment No. 3 which is attached to this report. Such Amendment No. 3 is to be approved as to form by the City Attorney.

Authorize the City Manager to execute such further documents and take such further actions as may be necessary to accomplish the above matter, with the form of any such documents to be approved by the City Attorney, and to implement, administer, and enforce the above-mentioned Contract, as amended, and any subsequent documents.



-----  
Christopher P. Morrill  
City Manager

Attachment

Distribution: Council Appointed Officers  
Brian Townsend, Assist. City Mgr. for Community Development  
Barbara A. Dameron, Finance Director  
Christopher Chittum, Director, Planning Bldg. and Development  
Michael Clark, Parks and Recreation Manager

AMENDMENT NO. 3 TO CONTRACT  
FOR PURCHASE AND SALE OF REAL PROPERTY  
DATED FEBRUARY 28, 2014, AS AMENDED, BETWEEN  
CITY OF ROANOKE, VIRGINIA AND  
NORTHWEST RECREATION CLUB, INC.

This Amendment No. 3 to Contract for Purchase and Sale of Real Property dated February 28, 2014, as amended, between the City of Roanoke, Virginia (“Seller” or “City”) and Northwest Recreation Club, Inc., a Virginia non-stock corporation (“Buyer”) (Amendment No.3) is made as of this \_\_\_\_\_ day of December, 2016, by and between Seller and Countryside Sportsplex, Inc., a Virginia non-stock corporation (“Countryside”).

RECITALS

WHEREAS, Seller and Buyer entered into a Contract for Purchase and Sale of Real Property dated February 28, 2014, following adoption of Ordinance No. 39868-021814 by Roanoke City Council on February 18, 2014, and amended by Amendment No. 1 dated October 19, 2015 and Amendment No. 2 dated July 8, 2016 (“Contract”), pursuant to which Contract Seller agreed to sell to Buyer, and Buyer agreed to acquire, certain real property, together with improvements thereon, consisting of approximately 3.34 acres of land, not to exceed 3.60 acres, fronting along Highland Farm Road, in Roanoke, Virginia, and being a portion of property of Seller bearing Official Tax Map No. 6472302 (Property), for the purpose of developing an athletic facility (“Project”);

WHEREAS, the Contract included certain conditions and performance obligations imposed on Buyer, including substantial completion of all improvements for Buyer’s Contemplated Use of the Property within 450 Days after the Closing Date;

WHEREAS, the Buyer completed a subdivision plat to subdivide the Property from the parcel bearing Official Tax Map No. 6472302;

WHEREAS, the Property bears Official Tax Map No. 6472303, consisting of 3.5890 acres of land;

WHEREAS, the Contract was assigned from Buyer to Countryside pursuant to Assignment of Contract dated June 27, 2014, the Seller having consented to such assignment;

WHEREAS, City Council adopted Ordinance No. 40360-100815 on October 8, 2015, to authorize the execution of Amendment No. 1 to the Contract, and Seller and Countryside executed Amendment No. 1 on October 19, 2015, to give Countryside an additional period of time until July 29, 2016, to commence development of the Project on the Property after Countryside encountered several delays in commencing work at the Property, including drainage issues;

WHEREAS, City Council adopted Ordinance No. 40582-070516 on July 5, 2016, to authorize the execution of Amendment No. 2 to the Contract, and Seller and Countryside executed Amendment No. 2 on July 8, 2016, to extend the date by which all improvements on

the Property must be substantially complete from July 29, 2016, to a date on or before December 30, 2016, after Countryside encountered several delays in commencing work at the Property, arising from delays in completion of design of the Project in order to obtain permits, unforeseen existing site utility connection conditions, and weather related delays;

WHEREAS, Countryside has encountered further delays in completing substantial renovation of the Property as a result of unanticipated delays encountered in establishing a route for the provision of electrical utility service being extended to the Property, and has requested an additional period of time until June 30, 2017, to complete substantial completion of improvements to the Property pursuant to Section 4.B.3 of the Contract; and

WHEREAS, Seller is willing to further amend the Contract with respect to performance of this condition, subject to approval by Roanoke City Council.

NOW, THEREFORE, based on the mutual promises and covenants contained herein, other good and valuable consideration, and the Recitals set forth herein which are a material part of this Amendment No. 3, Seller and Countryside hereby agree to amend the Contract as follows:

1. Amendment to Contract

Section 4.B.3 of the Contract, as amended, is amended by deleting the phrase “on or before December 30, 2016” wherever it appears in Section 4.B.3 of the Contract, as amended, and inserting the following phrase in its place: “on or before June 30, 2017.”

2. Effect of Amendment No. 3.

Except as amended by Amendment No. 3, the Contract, as amended by Amendment No. 1 and No. 2, remains in full force and effect in accordance with its terms and provisions. The Contract, as amended, constitutes the entire agreement by Seller, Buyer, and Countryside with respect to the Contract. This Amendment No. 3 is made pursuant to Section 32 of the Contract.

3. Acknowledgement of Remedies.

Countryside acknowledges and agrees that, in the event that the Project is not Substantially Completed by June 30, 2017, Seller has all of its remedies under the terms of the Contract, as amended, including the right of Seller to recover the amount of the Performance Security, as defined in Section 12 of the Contract, as amended. Countryside further acknowledges and agrees that, in the event that Seller exercises its right to recover the Performance Security for such default, Countryside remains obligated to provide Seller with exclusive use of the Facility as provided in Section 4.B.5 of the Contract, as amended.

4. Recording of Amendment.

Countryside shall, at its sole cost and expense, record a copy of this Amendment No. 3 and an attested copy of the ordinance adopted by Roanoke City Council authorizing the City Manager to execute, deliver, and perform this Amendment No. 3 with the Clerk’s Office of the

Circuit Court of City of Roanoke, Virginia. Countryside shall request that a copy of this Amendment No. 3 and the attached copy of the ordinance be indexed with Seller as Grantor and Countryside as Grantee and refer to the Deed.

5. Authorization.

The persons who have executed this Amendment No. 3 on behalf of the parties represent and warrant that they are duly authorized to execute this Amendment No. 3 on behalf of their respective entity.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, Seller and Countryside have executed this Amendment No. 3 by their authorized representatives.

ATTEST:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_  
City Clerk

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

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

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

My commission expires:

\_\_\_\_\_

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

SEAL

WITNESS/ATTEST:

COUNTRYSIDE SPORTSPLEX, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Clay L. Dawson, President

COMMONWEALTH OF VIRGINIA  
CITY OF ROANOKE, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 2016, by Clay L. Dawson, President of Countryside Sportsplex, Inc., a Virginia non-stock corporation, for and on behalf of such entity.

My commission expires:

\_\_\_\_\_

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

SEAL

Approved as to Form:

Approved as to Execution:

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

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

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

7.0.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE approving certain changes and modifications to the Contract for Purchase and Sale of Real Property dated February 28, 2014, and as amended, by and between the City of Roanoke, Virginia, and Northwest Recreation Club, Inc. (“Contract”), and under the terms of the Contract, Northwest Recreation Club, Inc. assigned its rights and obligations as buyer to Countryside Sportsplex, Inc. (“Countryside”), to extend the time Countryside has to meet certain performance obligations and conditions imposed on Countryside under the terms of the Contract; authorizing the City Manager to execute Amendment No. 3 to the Contract to provide for such extension of time; and dispensing with the second reading of this Ordinance by title.

WHEREAS, the City, as seller, and Northwest Recreation Club, Inc., as buyer (“Buyer”) entered into the Contract for the sale of certain City-owned property fronting along Highland Farm Road, N.W., Roanoke, Virginia, not to exceed the amount of 3.60 acres, which property included a former tennis facility building (“Property”), as authorized by Ordinance No. 39868-021814, adopted by City Council on February 18, 2014;

WHEREAS, the Contract provided that all proposed improvements for the Buyer’s contemplated use of the Property would be completed within 450 days after the real estate closing date;

WHEREAS, by Agreement dated June 27, 2014, the Buyer assigned all of its rights and obligations under the Contract to Countryside;

WHEREAS, the City and Countryside closed the Property on July 30, 2014;

WHEREAS, by Amendment No. 1, dated October 19, 2015, to the aforementioned Contract, as authorized by this Council by Ordinance No. 40360-100815, adopted October 8, 2015, Countryside encountered several delays in the project's development and requested that the Contract be amended to change the project substantial completion date to July 29, 2016;

WHEREAS, by Amendment No. 2, dated July 8, 2016, to the aforementioned Contract, as authorized by this Council by Ordinance No. 40582-070516, adopted on July 5, 2016, Countryside encountered several delays in the project's development and requested that the Contract be amended to change the project substantial completion date to December 30, 2016;

WHEREAS, Countryside, has informed the City that it has encountered several delays in completing the proposed improvements on the Property pursuant to the terms of the Contract as a result of many issues it has encountered, and has requested that the City amend the Contract to extend the time Countryside has to complete the performance obligations and conditions under the terms of the Contract, including completing the proposed improvements on the Property, from 450 days after the closing date until a date no later than June 30, 2017; and

WHEREAS, City staff recommends that City Council authorize such Amendment No. 3.

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

1. City Council hereby approves the changes and modifications to the Contract to extend the time Countryside has to complete the performance obligations and conditions under the Contract, including completing the proposed improvements on the Property, from 450 days after the closing date until on or before than June 30, 2017; upon such other terms as more fully described in the City Council Agenda Report dated December 19, 2016, to this Council, and the proposed Amendment No. 3, which is an attachment to such Report.

2. The City Manager is hereby authorized to execute Amendment No. 3 to the Contract, substantially similar to Amendment No. 3 attached to the City Council Agenda Report dated December 19, 2016, to provide for such extension of time, and to take such additional actions as may be necessary to provide for the implementation, administration, and enforcement of Amendment No. 3. All documents shall be upon form 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.



7.b.1.

# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** School Board Appropriation Request and Resolution of Intent to Reimburse from 2018 Bond Funds

## **Background:**

Roanoke City Public Schools (RCPS) is currently in the planning stages for the renovation of Fallon Park Elementary School to address ageing facility improvements as well as increased student membership. The window for construction work is narrow and in an effort to utilize the available window in the most effective manner, RCPS desires to begin the design phase of the project. This requires RCPS to finance the architectural and engineering (A & E) costs from available fund balance.

## **Considerations:**

Council adopted the FY 2017-2021 Capital Improvement Plan (CIP) in May 2016. Included in the Plan was \$5.0 million in school improvements as a component of the planned debt issuance for FY 2018. \$4.0 of the \$5.0 million was designated for Fallon Park.

On December 13, 2016, the School Board took action to appropriate funding in the amount of \$500,000 for the Fallon Park capital project. RCPS is requesting that City Council appropriate funding for the Fallon Park project and authorize the reimbursement for Fallon Park capital project expenditures from Bond proceeds in an amount not to exceed \$500,000 once the FY 2018 Bonds are issued. This will provide RCPS the necessary flexibility to proceed with the Fallon Park renovation.

Council appropriation and authorization of this intent to reimburse from the advance issuance of bond funds is required.

## **Recommended Action:**

Adopt the accompanying resolution of the Intent to Reimburse from 2018 debt issuance, in an amount not to exceed \$0.5 million, for the Roanoke City Public Schools capital improvement projects.

Adopt the accompanying budget ordinance to advance appropriate \$500,000 for the Fallon Park capital project from the FY 2018 debt issuance into accounts to be established by the Director of Finance.



Barbara A. Dameron  
Director of Finance

Distribution: Council Appointed Officers

7.61.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding to be provided by the issuance of General Obligation Bonds to the Fallon Park Elementary project, amending and reordaining certain sections of the 2016-2017 School 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 School Capital Projects Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Appropriated from 2018 Bond Funds	31-065-6084-9390	\$500,000
Fallon Park Renovation	31-065-9474-9391	( 500,000)

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

ATTEST:

City Clerk.



**ROANOKE CITY  
PUBLIC SCHOOLS**  
Strong Students. Strong Schools. Strong VA.

December 19, 2016

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

Dear Members of Council:

As a result of official School Board action on Tuesday, December 13, 2016, the Board respectfully requests that City Council approve the following appropriation requests:

Advanced Capital Appropriation  
Fallon Park Renovation/Expansion

Capital Funds  
\$500,000.00

Revised Grant Appropriation  
Title X Homeless Assistance Program 2016-17

Additional Award  
\$12,000.00

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

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

Sincerely,

Cindy H. Poulton, Clerk

pc: Dan Callaghan  
Chris Morrill  
Barbara Dameron  
Annette Lewis

Rita D. Bishop  
Kathleen Jackson  
Lori Ramey (w/details)



8. a.

# CITY COUNCIL AGENDA REPORT

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

## **Background:**

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

The Title X Homeless Assistance Program 2016-17 grant award of \$12,000 supports students who are experiencing homelessness. The increase reflects the final award allocation. The program will be fully reimbursed by Federal funds and will end September 30, 2018. This is a continuing program.

## **Recommended Action:**

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

A handwritten signature in cursive script, reading "Barbara A. Dameron", written over a horizontal line.

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.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal Government for the Title X Homeless Assistance Program, 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		
Coordinator Salary	302 -140 - HOME - 1000 - 145L - 61210 - 41138 - 9 - 08	\$ 8,772
Professional Development	301 -140 - HOME - 1000 - 145L - 61210 - 44313 - 9 - 08	2,000
Student Transportation	302 -140 - HOME - 1000 - 145L - 61210 - 43342 - 9 - 08	1,000
Indirect Cost	302 -140 - HOME - 1000 - 145L - 00000 - 62000 - 9 - 08	228
Revenues		
Federal Grant Receipts	302 - 000 - 0000 - 0000 - 145L - 00000 - 38196 - 0 - 00	12,000

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

ATTEST:

City Clerk.

*Spallone*

A.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION naming and honoring Jamice Rudd as the City of Roanoke 2016 Citizen of the Year.

WHEREAS, Ms. Rudd earned her Bachelor of Science degree in criminal justice/biblical perspective from Liberty University in Lynchburg, Virginia, and received her Master's degree in accounting also from Liberty University;

WHEREAS, since November 2010, Ms. Rudd volunteers as the President of the Roanoke Redevelopment & Housing Authority's (RRHA) Bluestone Park Community located in Northeast Roanoke;

WHEREAS, since August 2010, Ms. Rudd also volunteers as the Treasurer of Joint Resident Council, Inc., a 501(c)(3) organization created by RRHA to represent all of the residents residing in the eight neighborhood communities of RRHA;

WHEREAS, in 2015 RRHA received a \$40,000 grant from the Foundation for Roanoke Valley to support a program that provided dentures and eye glasses to individuals who were unable to afford these essential services, and Ms. Rudd promoted this program to help her neighbors by volunteering to transport program participants to Bedford, Virginia, in her personal vehicle, three times a week between 7:00 a.m. and 3:00 p.m., after completing her night shift work as a telephone customer service representative;

WHEREAS, in 2016 RRHA sought and received additional support from the Foundation for Roanoke Valley to expand the denture and eyeglass program to assist residents throughout the City, nearly doubling the people served by this program, and Ms. Rudd extended her commitment in support of this program;

WHEREAS, Ms. Rudd volunteers as the program's Director of Outreach, administering the program alongside Duane Smith, President of Joint Resident Council, Inc., and together they have created

innovative partnerships with local dentists to provide essential dental services within the Roanoke community;

WHEREAS, in July 2016 this program received the National Association of Housing and Redevelopment Officials “Tenant and Client Merit Award” for addressing this critical need of housing residents in 2015;

WHEREAS, when local assistance for program participants was unavailable, Ms. Rudd reached out to a fellow member of Joint Resident Council, Inc., to provide transportation services that allowed participants to receive these services in Charlottesville, Virginia;

WHEREAS, Ms. Rudd continues to explore opportunities to expand this program for more of Roanoke’s citizens; and

WHEREAS, through her tireless commitment to her neighbors and community, Ms. Rudd continues to make a difference in her community and improve in the quality of life for Roanoke’s citizens.

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

1. Council recognizes, commends, and applauds Jamice Rudd as the 2016 City of Roanoke Citizen of the Year for her many contributions and services to her neighbors and community to sustain, enhance, and improve the special quality of life in our City.
2. Council reiterates its commendations first made to Jamice Rudd by Mayor Sherman P. Lea, Sr., at the Harvesting for Fruits Dinner held on Friday, November 11, 2016, at the Jefferson Center, Roanoke, Virginia.
3. The City Clerk is directed to forward an attested copy of this Resolution to Jamice Rudd.

ATTEST:

City Clerk.



## CITY COUNCIL AGENDA REPORT

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

**Meeting:** December 19, 2016

**Subject:** Application by Puppyland, Ltd., to rezone the property from I-1, Light Industrial District, with conditions, to CG, Commercial-General District, with conditions, at 745 Townside Road, S.W., bearing Official Tax Map No. 5490307.

### Recommendation

The Planning Commission held a public hearing on Monday, December 12, 2016. By a vote of 5 - 0, the Commission recommended approval of the rezoning request, finding that the Amended Application No. 2 is consistent with the City's Comprehensive Plan, *Franklin Road/Colonial Avenue Neighborhood Plan*, and Zoning Ordinance as the subject property, long vacant, will be used for an active purpose appropriate to the surrounding area.

### Application Information

<i>Request:</i>	Rezoning and Amendment of Proffered Conditions
<i>Owner:</i>	Mark S. Lucas
<i>Applicant:</i>	Chris A. Benson, Puppy Land, Ltd.
<i>Authorized Agent:</i>	Jonathan D. Puvak, Gentry Locke Attorneys
<i>City Staff Person:</i>	Katharine Gray, Land Use and Urban Design Planner
<i>Site Address/Location:</i>	745 Townside Road, S.W.
<i>Official Tax Nos.:</i>	5490307
<i>Site Area:</i>	3.998 acres
<i>Existing Zoning:</i>	I-1, Light Industrial District, with conditions
<i>Proposed Zoning:</i>	CG, Commercial-General District, with conditions
<i>Existing Land Use:</i>	Vacant
<i>Proposed Land Use:</i>	Mix of commercial uses including kennel, no outdoor runs or pens
<i>Neighborhood Plan:</i>	<i>Franklin Road/Colonial Avenue Plan</i>
<i>Specified Future Land Use:</i>	Light Industrial
<i>Filing Date:</i>	Original Application: September 26, 2016 Amended Application No. 1: November 22, 2016 Amended Application No. 2: November 30, 2016

## **Background**

The property has a long history of zoning for commercial and industrial uses. In 1978, 1.5 acres of the northern portion of the property was rezoned from RG-1, General Residential District, to C-2, Commercial District. A nightclub operated at the site until a fire in 1993. In 1994, 2.12 acres of the southern portion of the property was rezoned from RM-2, Residential Multi-family, Medium Density District, to C-2, General Commercial District, subject to conditions to allow a mini-storage warehouse facility, subject to a special exception. The special exception was never pursued. In 2004 the property was rezoned to LM, Light Manufacturing District, with conditions to permit a warehouse storage facility by right. In 2005, the property was rezoned from LM, Light Manufacturing District, to C-2, General Commercial District, with conditions to permit a physical therapy and exercise facility and general office. However, none of these subsequent projects proceeded.

In 2005 Comprehensive Rezoning, the base zoning district changed from C-2, General Commercial District, to I-1, Light Industrial District. The proffered conditions remained.

In September of 2016, the applicant's authorized agent met with staff to discuss the possibility of amending the zoning and conditions on the property to permit a larger variety of uses.

The applicant subsequently filed an application to rezone the property to CG District and amend the conditions for the property at 745 Townside Road, S.W., bearing Official Tax Nos. 5490307. The proposed use is a mixed-use building with a kennel.

In November of 2016, the applicant filed amended applications clarifying and amending the list of uses permitted, further restricting signage, and removing the restriction on materials for new structures.

## **Proffered Conditions**

The conditions proposed for amendment on the 3.998 acre parcel (being Official Tax No. 5490307), propose to change the uses allowed on the property to the following: business service establishment, not otherwise listed; financial institution; laboratory, dental, medical, or optical; laboratory, testing and research; medical clinic; office, general and professional; animal hospital or veterinary clinic, no outdoor pens or runs; drive-through facility; kennel, no outdoor pens or runs; mixed-use building; bakery, confectionary, or similar food production, retail; contractor or tradesman's shop, general or special trade; personal service establishment, not otherwise listed in this table; pet grooming; retail sales establishment, not otherwise listed (as an accessory use only); workshop; eating establishment; health and fitness center; day care

center, adult; day care center, child; and accessory uses, not otherwise listed in this table as permitted uses.

The amendments to the proffers also propose to remove the requirement that development will be in accordance to a specific site plan; add a restriction against signage painted on the rear of the building visible from the adjacent expressway; delete the outdoor lighting submittal requirement during comprehensive development review; remove the tree planting requirement within the parking lot; remove the requirement regarding materials for construction of a new structure; and add a new restriction to the outdoor boarding of animals.

**Considerations**

The property is a large industrially zoned parcel with many conditions surrounded by the expressway, residential properties, and a commercial property. Although particular commercial and industrial uses have been allowed on the property, the site has remained vacant for many years. The proposed uses are low intensity commercial uses within the CG District and are appropriate for the surrounding high-density residential area.

Surrounding Zoning and Land Use:

	<i>Zoning District</i>	<i>Land Use</i>
<i>North</i>	Expressway with R-12, Residential Single Family District beyond	Expressway with detached single family dwellings beyond
<i>South</i>	RMF, Residential Multifamily District	Dwelling, multifamily
<i>East</i>	CLS, Commercial Large Site District and RMF, Residential Multifamily District	Small shopping center and Dwelling, multifamily
<i>West</i>	Expressway and RMF, Residential Multifamily District	Expressway and Dwelling, multifamily

Compliance with the Zoning Ordinance:

The purpose of the CG District is to permit motor vehicle dependent uses that are generally developed as single use developments on individual lots, subject to landscaping, access, and signage standards. Such development is generally characterized by individual curb cuts, access drives, and signage. It is intended that this district be applied primarily along heavily traveled arterial streets, with an emphasis on clustering such development at major intersections. While recognizing the motor vehicle traffic generated by the uses permitted in this district, it is the intent of the regulations of the district to encourage and recognize pedestrian access and public transit forms of transportation by locating parking to the side and rear of buildings and minimizing conflict

through landscaping and signage standards. The uses permitted in this district generally require a high volume of traffic along the frontage of the establishment and include horizontally oriented buildings. Such permitted uses include general retail establishments, offices, service establishments, motor vehicle related sales and service, eating establishments, and entertainment uses. The CG District is also intended to accommodate travel-oriented uses such as hotels, motels, and gasoline stations.

The future development of the property is subject to dimensional and development standards of the ordinance and subject to the additional proffers restricting land use and development.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Franklin Road/Colonial Avenue Plan* identify the need for redevelopment of existing properties within existing commercial and industrial zoning districts. The rezoning and amendment of existing proffered conditions will allow the use of the property in a manner appropriate to the surrounding area. Relevant policies and action items in the comprehensive plan include:

- ED P5. Underutilized and vacant industrial sites will be evaluated and redevelopment encouraged.
- 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.
- ED A26. Identify underutilized commercial sites and promote revitalization.

The *Franklin Road/Colonial Avenue Plan* recognizes the need for the redevelopment of commercial and industrial sites within the Franklin Road Corridor. The property is part of an area of commercial and high density residential uses between Franklin Road and the Expressway. The industrially zoned property has been vacant for decades. Relevant policies and action items in the neighborhood plan include:

Community Design:

Neighborhood Character: Established neighborhoods should retain their current character and development patterns.

Zoning: Commercial and residential zoning districts should be clearly delineated with the intensity of uses minimized in some areas.

designations for more intensive commercial and industrial uses, but has unfortunately been vacant for decades. The proposed low intensity commercial uses for this property and the design standards within the CG District will provide appropriate uses and forms in this mixed commercial and high density residential area between Franklin Road and the U.S Route 220 Expressway.

Planning Commission Public Hearing (December 12, 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  
Mark S. Lucas, Owner  
Chris A. Benson, Puppy Land, Ltd.  
Jonathan D. Puvak, Gentry Locke Attorneys

## Economic Development:

Franklin Road: Maintain commercial zoning that will retain existing businesses and attract new establishments.

Industrial Districts: Evaluate underused industrially zoned land and demarcate or rezone to maximize its potential.

## Quality of Life:

Commercial/Industrial Development: Commercial and industrial development should be economically viable without threatening the environment and high quality of life of the area.

## Public Comment Summary

There have been general inquiries regarding the project, but no comments.

## Planning Commission Work Session (October 7, 2016):

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

The applicant's concept plan shows an outdoor play yard. As outdoor pens or runs are not permitted as part of a kennel in the CG district, the use and layout of this play area will be subject to further review and determination by the Zoning Administrator. There is some precedence for small exercise areas not being considered pens or runs under specific circumstances. It was recommended that the application be continued to allow City Council to consider amendments to the zoning ordinance that could allow a broader list of uses for the parcel (specifically a kennel with outdoor pens and runs subject to a special exception), if approved.

The Applicant subsequently filed Amended Application No.1 and Amended Application No. 2 clarifying and amending the list of uses permitted, further restricting signage, and removing the restriction on materials for new structures. The applicant wishes to move forward now for business purposes rather than waiting on potential zoning amendments that could allow for outdoor pens and runs.

## **Conclusions and Recommendations**

*Vision 2001-2020* and the *Franklin Road/Colonial Avenue Plan* encourage the redevelopment of existing commercial and industrial zoned properties to maximize their potential in a manner respectful of the surrounding area. The property has a long history of commercial and industrial zoning district



**GENTRY LOCKE**  
Attorneys

Jonathan D. Puvak  
puvak@gentrylocke.com  
P: (540) 983-9399  
F: (540) 983-9400

November 30, 2016

**RECEIVED**

DEC 01 2016

CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT

**VIA E-MAIL AND HAND-DELIVERY**

Katharine Gray, Architect, Leed AP  
Land Use & Urban Design Planner  
Planning Building & Development  
City of Roanoke  
215 Church Avenue SW, Room 166  
Roanoke, Virginia 24011

Re: Proposed Zoning Amendment Application  
745 Townside Road, SW  
Roanoke, Virginia 24014  
Parcel ID: 5490307

Dear Ms. Gray:

On behalf of Puppy Land Ltd. (the "Applicant") please accept this letter as a statement of justification in support of the above referenced zoning amendment application amendment number two.

The Subject Property is currently zoned to the Light Industrial ("I-1") district with conditions approved by City Council in 2005. The Applicant's principal is the contract purchaser of the Subject Property, which consists of approximately four (4) acres. The Subject Property proposes a rezoning to the CG zoning district with conditions to allow the Applicant to establish a mixed-use building for animal boarding and related uses. The existing conditions do not permit the Applicant's proposed uses.

The Applicant currently operates the Taj Mapaw located at 3110-3112 Franklin Road SW. The existing location has been operating since 1975 and providing animal grooming and boarding services. The business has continued to grow since its inception and 745 Townside Road will serve as a second location for the business. The mixed-use building at 745 Townside Road will be improved with modern finishes and technology and will include the following animal related uses:

- Boarding kennel facility for dogs and cats with state-of-the-art cameras in each suite;
- Full service grooming for all dog breeds;
- Self-service dog wash: providing tubs, towels and a large variety of shampoos and professional assistance at different levels of pricing;



Ms. Katharine Gray  
November 30, 2016  
Page 2

- Animal daycare facility for small, medium and large dogs;
- Retail dog boutique: offering specialty animal items that are not available at local pet stores;
- Bakery: preparing and providing healthy foods for on-site purchase for the pet and pet owner;
- McPaw café: which will offer varieties of coffee and beverages for the pet owner and the pet for on-site purchase;
- Animal clinic space for a local veterinarian;
- Dog training;
- Agility course for classes, training and competition; and
- Facilities for social events and private parties for clients and customers.

The Applicant will use the existing building on the Subject Property and all animals will be boarded inside the building. The Applicant intends to also have one small, outdoor play yard to be covered with an awning and located immediately behind the existing building. The hours of operation will be as follows: Monday, Wednesday and Friday, 7 a.m. to 7 p.m., Tuesday and Thursday, 7:30 a.m. to 6 p.m., Saturday, 8:30 a.m. to 5:30 p.m., and Sunday, 9 a.m. to 10 a.m. and 6:15 p.m. to 7:15 p.m. Parking will be provided on-site. A traffic impact analysis is not required, because the proposed rezoning does not generate sufficient vehicle trips to meet the Virginia Department of Transportation requirements to justify the need for this analysis.

The proposed application satisfies the purposes of the City of Roanoke Zoning Ordinance and the purposes of the CG District as the use will create no adverse impacts on public resources or the transportation network and the rezoning will permit a long standing business to better serve the residents of the City of Roanoke. The proposed application is also consistent with the other retail and commercial uses in the vicinity. The Applicant proposes to amend the existing conditions to permit its desired uses, but has proposed a number of conditions that are similar to the previously approved conditions. The Applicant's proffered conditions are enclosed.

In accordance with the policy of the City of Roanoke, we have enclosed the following: application form and checklist, this justification letter, survey of the Subject Property as a concept plan, written proffered conditions and a copy of previously approved zoning ordinance. Under separate cover, the Applicant has submitted the contract for purchase of the property and other required ownership documents.



Ms. Katharine Gray  
November 30, 2016  
Page 3

Thank you in advance for your consideration and please do not hesitate to contact me to further discuss any of the application materials. We thank you for your assistance prior to filing the application and look forward to continuing to work with you and other representatives of the City of Roanoke regarding this application.

Regards,

GENTRY LOCKE

A handwritten signature in black ink, appearing to read 'Jonathan D. Puvak'.

Jonathan D. Puvak

Enclosures

cc: Chris Benson

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



[Click Here to Print](#)

Date: **November 30, 2016**

Submission Number: **Amended Application No. 2**

**Request District (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: **745 Townside Road, SW**

Official Tax No(s): **5490307**

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

Ordinance No(s), for Existing Conditions (If applicable): **37023**

Requested Zoning: **CG**  With Conditions  Without Conditions Proposed Land Use: **kennel related uses; mixed use building**

**Property Owner Information:**

Name: **Mark S. Lucas** Phone Number: **+1 (540) 520-3040**

Address: **2716 Avenham Avenue, SW, Roanoke, VA 24014** E-Mail: **marklucas@lucas-therapies.com**

Property Owner's Signature:

**Applicant Information (if different from owner):**

Name: **Puppy Land, Ltd. c/o Chris A. Benson** Phone Number: **+1 (540) 342-3557**

Address: **3112 Franklin Road, SW, Roanoke, VA 24014** E-Mail: **cbowlingdoctor@aol.com**

Applicant's Signature:

**Authorized Agent Information (if applicable):**

Name: **Jonathan D. Puvak/Gentry Locke Attorneys** Phone Number: **+1 (540) 983-9399**

Address: **10 Franklin Road, SE, Roanoke, VA 24011** E-Mail: **puvak@gentrylocke.com**

Authorized Agent's Signature:

**RECEIVED**

**DEC 01 2016**

**CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT**

**SPECIAL POWER OF ATTORNEY**

**Property Description (Tax Map Number, Street Address or Common Description, Borough):**

745 Townside Road, SW  
Roanoke, Virginia

**Tax Map #**    5490307

We, Puppy Land, Ltd., are:

  X   the applicant for the above-referenced application  
       the owner(s) of the property described above

We do hereby make, constitute, and appoint Jonathan D. Puvak, authorized agent of Gentry Locke Rakes & Moore, our true and lawful attorney-in-fact, and grant unto our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to a zoning amendment application, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to a zoning amendment application, on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

We ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to a zoning amendment application, on the Property.

The rights, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the 26<sup>th</sup> day of September, in the year 2016, and shall remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested is received by the Department of Planning, Building and Development of the City of Roanoke, Virginia, or by another written document, stating that the terms of this power have been revoked or modified.

  
Applicant Print Name Chris A. Dawson

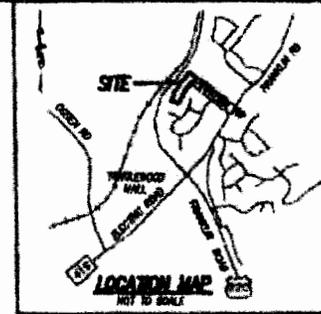
Commonwealth of Virginia ~~City~~ County of Roanoke, to-wit:

Subscribed and sworn to before me this 26<sup>th</sup> day of September, 2014, in my City  
and

State aforesaid, by Lesley A. Langhorn Notary Public.

My Commission Expires: November 30, 2020.



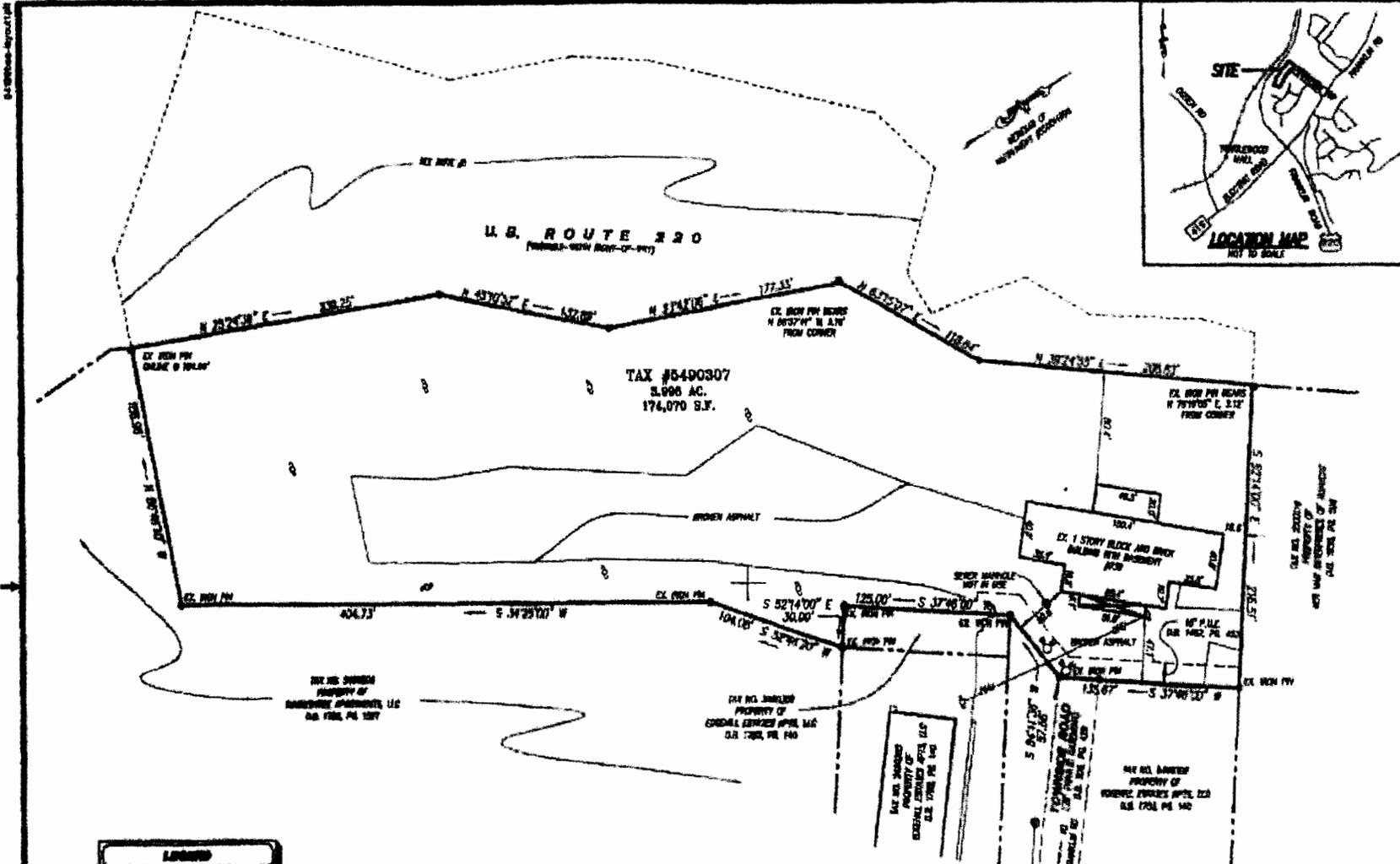


PHONE: (540) 774-4411  
 FAX: (540) 773-9445  
 E-MAIL: MAIL@LUMSDENPC.COM

4664 BRAMBLETON AVENUE, SW  
 P.O. BOX 20669  
 ROANOKE, VIRGINIA 24018

**LUMSDEN ASSOCIATES, P.C.**  
 ENGINEERS-SURVEYORS-PLANNERS  
 ROANOKE, VIRGINIA

DATE: March 3, 2006  
 COMM. NO.: 04-139  
 EDWLS: 1" = 60'



TAX #05490307  
 3.996 AC.  
 174,070 S.F.

LEGEND	
CHLN	OVERHEAD UTILITY LINE
PALE	PUBLIC UTILITY EXHIBIT
EXL	EXHIBIT
S.D.	SUBDIVISION
PL	PLAT
S.F.	SQUARE FEET
AC.	ACRE
VP	VISIBILITY POLE

**CLERK'S CERTIFICATION:**

IN THE CLERK'S OFFICE OF THE COUNTY COURT OF THE CITY OF ROANOKE, VIRGINIA, THIS MAP WITH THE CERTIFICATE OF ADJUSTMENT, DEPOSITED AND FILED IN ACCORDANCE WITH SECTION 2-2-1 OF THE CITY CHARTER, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M. BY \_\_\_\_\_

DEPUTY CLERK

"THIS PLAT DOES NOT CONSTITUTE A SUBDIVISION UNDER THE CITY OF ROANOKE LAND SUBDIVISION AND/OR ZONING ORDINANCE"



PLAT SHOWING SURVEY OF  
**3.996 ACRE LOT**  
 PROPERTY OF  
**MARK S. LUCAS**  
 (INSTRUMENT #080011996)  
 SITUATED AT TERMINUS OF  
 TOWNSIDE ROAD S.W.  
 ROANOKE, VIRGINIA

***Rezoning of property totaling 3.998 acres, more or less, identified as 5490307 from I-1 (Light Industrial) District to CG (Commercial-General) District.***

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

Chris Benson is the contract purchaser of a parcel of property containing 3.998 acres, more or less, which is identified as Tax Map No. 5490307 and situate at 745 Townside Road SW.

Puppy Land Ltd. is the applicant of a request for rezoning of the parcel of property containing 3.998 acres from I-1 (Light Industrial) District with conditions to the CG (Commercial-General) District with conditions for the purpose of locating a boarding kennel and related uses thereon.

The contract purchaser and applicant hereby request that the following proffered conditions enacted by Ordinance No. 37023 be amended or repealed, as noted below, as they pertain to Official Tax No. 5490307:

1. ~~That~~ *The property shall will be used only solely for the following uses:*

*Business service establishment, not otherwise listed;*

*Financial institution;*

*Laboratory, dental, medical, or optical;*

*Laboratory, testing and research;*

*Medical clinic;*

*Office, general and professional;*

*Animal hospital or veterinary clinic, no outdoor pens or runs;*

*Kennel, no outdoor pens or runs;*

*Mixed-use building;*

*Bakery, confectionary, or similar food production, retail;*

*Contractor or tradesman's shop, general or special trade;*

*Personal service establishment, not otherwise listed in the use table;*

*Pet grooming;*

*Retail sales establishment, not otherwise listed (as an accessory use only);*

*Workshop;*

*Eating establishment;*

*Health and fitness center;*

*Day care center, adult;*

*Day care center, child; and*

*Accessory uses, not otherwise listed in the use table as permitted uses.*

~~2. That the property will be developed according to the site plan prepared by Lumsden Associates, P.C. under date of January 31, 2005, revised March 3, 2005, to add the Tree Retention Area (attached hereto as **Exhibit 3**) subject to such changes as may be required by the City Staff during the comprehensive development plan review process.~~

3. That no sign, including one painted on the side or rear of the building, shall be visible from the adjacent expressway (Route 220/Interstate 581).

4. The following proffers shall relate to lighting:

(A) Any outdoor light fixture shall be a full cutoff fixture or a decorative fixture with full cutoff optics. A "full cutoff fixture" shall mean an outdoor light fixture shielded in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below the horizontal plane. A "decorative fixture with full

cutoff optics” shall mean an outdoor light fixture with manufacturer-provided or manufacturer-installed full cutoff optics.

- (B) The spillover of lighting from any parking area on the subject property onto public rights-of-way or abutting property in residentially zoned districts shall not exceed one-half (0.5) foot candle at the property line.
- (C) Any outdoor lighting in parking areas shall not exceed twelve (12) feet in height. The maximum height shall apply to the height of the poles or other standards to which the fixtures are attached or the top most point of the fixture itself, whichever is higher.
- (D) ~~Outdoor lighting information for the subject property shall be submitted during comprehensive development review. Such information shall include the following:~~
  - ~~(i) Location of all outdoor lighting fixtures, including the manufacturer’s specifications, of the area to lighted with such fixtures;~~
  - ~~(ii) Plans indicating the location on the property, and the type, of illuminating devices, fixtures, lamps supports, reflectors and other devices;~~
  - ~~(iii) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices;~~
  - ~~(iv) Photometric data, such as that furnished by the manufacturers, showing the angle of cut off of light emissions; and~~

~~\_\_\_\_\_ (v) \_\_\_\_\_ Other information as may be deemed necessary by the  
Zoning Administrator to determine compliance with  
lighting proffers.~~

~~\_\_\_\_\_ 5. \_\_\_\_\_ Petitioners shall plant a minimum of fifteen (15) 2" caliper deciduous trees within  
the interior of the parking lot and maintain the same.~~

~~\_\_\_\_\_ 6. \_\_\_\_\_ The primary exterior façade of the new structures shall not be constructed of  
cinder blocks or metal siding.~~

The contract purchase and applicant hereby request that the following proffered condition  
be adopted as it pertains to Official Tax No. 5490307:

1. There shall be no outdoor boarding of animals.

WHEREFORE, the applicant and contract purchaser request that the above-described  
property be rezoned as requested in accordance with the provisions of the Zoning Ordinance of  
the City of Roanoke subject to the aforesaid conditions.

2/17/05

Kathryn Gray  
Planning

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,  
The 18th day of April, 2005.

No. 37023-041805.

AN ORDINANCE to amend §§36.1-3 and 36.1-4, Code of the City of Roanoke (1979), as amended, and Sheet No. 549, Sectional 1976 Zone Map, City of Roanoke, in order to rezone certain property within the City, subject to certain conditions proffered by the applicant; and dispensing with the second reading by title of this ordinance.

WHEREAS, Mark S. Lucas and Lucas Physical Therapy, Inc., filed an application to the Council of the City of Roanoke to rezone a tract of land located at 739 Townside Road, S.W., being designated as Official Tax No. 5490307, which property was previously conditionally rezoned by the adoption of Ordinance No. 36624-021704, adopted February 17, 2004;

WHEREAS, Mark S. Lucas and Lucas Physical Therapy, Inc., seeks to have the subject property zoned C-2, General Commercial District, with proffers;

WHEREAS, the City Planning Commission, which after giving proper notice to all concerned as required by §36.1-693, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on April 18, 2005, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed amendment; 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 property located at 739 Townside Road,

S.W., being designated as Official Tax No. 5490307, should be rezoned from LM, Light Manufacturing District, subject to proffers, to C-2, General Commercial District, subject to proffers.

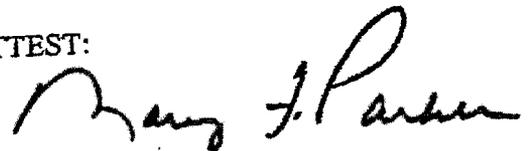
THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 549 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular manner and no other:

That tract of land located at 739 Townside Road, S.W. and designated on Sheet No. 549 of the Sectional 1976 Zone Map, City of Roanoke, as Official Tax No. 5490307, be, and is hereby rezoned from LM, Light Manufacturing District, subject to certain proffers, to C-2, General Commercial District, subject to the proffers contained in the Second Amended Petition filed in the Office of the City Clerk on March 25, 2005, and that Sheet No. 549 of the 1976 Zone Map be changed in this respect.

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

ATTEST:



City Clerk.

**SECOND AMENDED PETITION TO REZONE**

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

**IN RE:**

**Rezoning of property totaling 3.998 acres, more or less, identified as 5490307 and further identified as 739 Townside Road SW, from LM Conditional (Light Manufacturing District) to C-2 (General Commercial District).**

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

The Petitioners, MARK S. LUCAS and LUCAS PHYSICAL THERAPY, INC. are the contract purchasers of a parcel of property containing 3.998 acres, more or less, which is identified as Tax Map No. 5490307 and situate at 739 Townside Road SW; said tract being currently zoned LM Conditional (Light Manufacturing District). A location map of the property to be rezoned is attached hereto as Exhibit 1. A legal metes and bounds description of the property is attached hereto as Exhibit 2. A concept plan is attached hereto as Exhibit 3.

Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, the Petitioners request that property containing 3.998 acres, more or less, which is identified as Tax Map No. 5490307, be rezoned from LM Conditional (Light Manufacturing District) to C-2 (General Commercial District), for the purpose of locating a medical office or medical clinic, general and professional offices, including financial institutions, personal service establishments and business service establishments thereon.

The Petitioners believe the rezoning of said tract of land will further the intent and purposes of the City's Zoning Ordinance and its Comprehensive Plan, in that it will enable a parcel of land located at 739 Townside Road to be used for commercial purposes (general and professional offices, including financial institutions, medical clinics, medical

TERHOODT, PRILLAMAN,  
ATTY. HELSCHER, YOST,  
WELL & FERGUSON, PLC  
ATTORNEYS-AT-LAW  
ROANOKE, VIRGINIA  
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offices, personal service establishments and business service establishments) as other properties in the area are so utilized.

Attached as Exhibit 4 are the names, addresses and tax numbers of the owners of all lots or property immediately adjacent to and immediately across a street or road from the property to be rezoned.

The Petitioners request that the conditions existing on the subject property as adopted by Ordinance No. 36624-021704 and as set forth below be REPEALED:

1. The property shall be used only for mini warehouses, not to exceed a total of 48,000 s.f.
2. That no sign, including one painted on the side of a building, shall be visible from the adjacent expressway (220/581).
3. No outdoor storage shall be permitted on the property.
4. The buildings shall be earth tone in color. Earth tone shall be defined as any of various rich, warm colors with tones of brown; i.e., tan, taupe, wheat, beige, Navajo white, winter white, cream, ecru, almond and khaki.

The Petitioners voluntarily SUBMIT the following proffers to be included as a part of the rezoning request:

1. That the property will be used solely as a medical office or medical clinic, general and professional offices, including financial institutions, personal service establishments and business service establishments.

2. That the property will be developed according to the site plan prepared by Lumsden Associates, P.C. under date of January 31, 2005, revised March 3, 2005, to add the Tree Retention Area (attached hereto as Exhibit 3) subject to such changes as may be required by the City Staff during the comprehensive development plan review process.

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ATT. HELSCHER, YOST,  
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24018-0049

3. That no sign, including one painted on the side of a building, shall be visible from the adjacent expressway.

4. The following proffers shall relate to lighting:

(A) Any outdoor light fixture shall be a full cutoff fixture or a decorative fixture with full cutoff optics. A "full cutoff fixture" shall mean an outdoor light fixture shielded in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below the horizontal plane. A "decorative fixture with full cutoff optics" shall mean an outdoor light fixture with manufacturer-provided or manufacturer-installed full cutoff optics.

(B) The spillover of lighting from any parking area on the subject property onto public rights-of-way or abutting property in residentially zoned districts shall not exceed one-half (0.5) foot candle at the property line.

(C) Any outdoor lighting in parking areas shall not exceed twelve (12) feet in height. The maximum height shall apply to the height of the poles or other standards to which the fixtures are attached or the top most point of the fixture itself, whichever is higher.

(D) Outdoor lighting information for the subject property shall be submitted during comprehensive development review. Such information shall include the following:

(i) Location of all outdoor lighting fixtures, including the manufacturer's specifications, of the area to be lighted

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with such fixtures;

- (ii) Plans indicating the location on the property, and the type, of illuminating devices, fixtures, lamps supports, reflectors and other devices;
- (iii) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices;
- (iv) Photometric data, such as that furnished by the manufacturers, showing the angle of cut off of light emissions; and
- (v) Other information as may be deemed necessary by the Zoning Administrator to determine compliance with the lighting proffers.

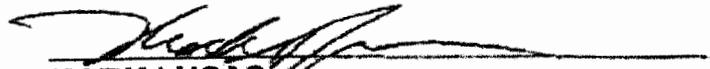
5. Petitioners shall plant a minimum of fifteen (15) 2" caliper deciduous trees within the interior of the parking lot and maintain the same.

6. The primary exterior façade of the new structures shall not be constructed of cinder blocks or metal siding.

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

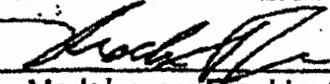
Respectfully submitted this 23 day of MARCH, 2005.

Applicants:

  
MARK LUCAS

ERHOUDT, PRILLAMAN,  
ET, HIELSCHER, YOST,  
ELL & FERGUSON, PLLC  
ATTORNEYS-AT-LAW  
ROANOKE, VIRGINIA  
24018-0049

LUCAS PHYSICAL THERAPY, INC.

BY   
Mark Lucas, President

Owner:

EDGEHILL ESTATES APTS LLC

BY   
Gilbert Butler, Member

Edward A. Natt, Esq.  
OSTERHOUDT, PRILLAMAN, NATT, HELSCHER,  
YOST, MAXWELL & FERGUSON, P.L.C.  
P. O. Box 20487  
Roanoke, VA 24018-0049  
Phone: (540) 725-8180  
Fax: (540) 774-0961  
VSB #1104

OSTERHOUDT, PRILLAMAN,  
NATT, HELSCHER, YOST,  
MAXWELL & FERGUSON, P.L.C.  
ATTORNEYS-AT-LAW  
ROANOKE, VIRGINIA  
24018-0049

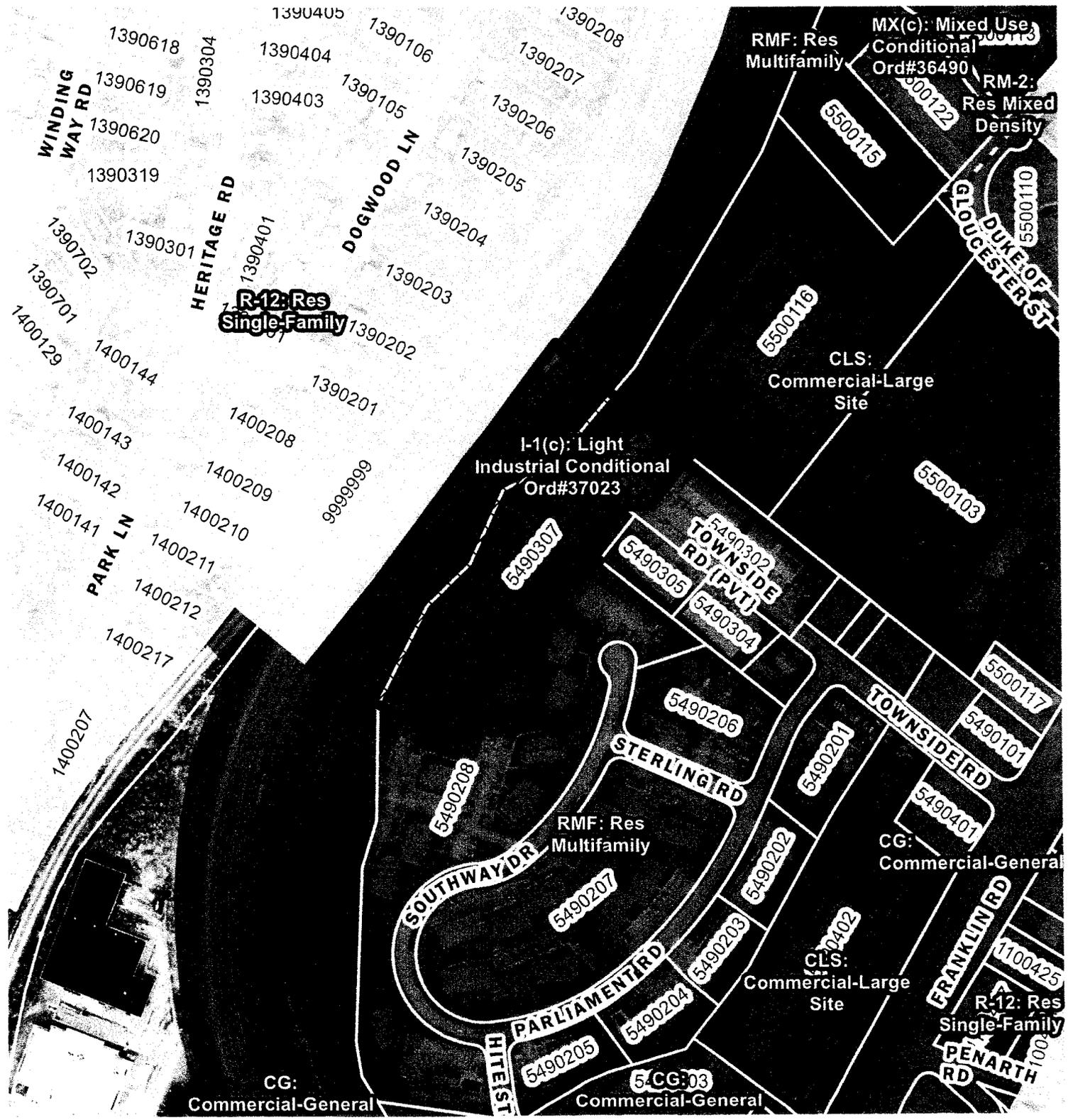
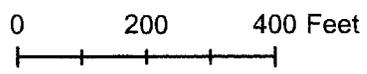
# ZONING DISTRICT MAP

745 Townside Road SW  
 Official Tax Parcels: 5490307

 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



SJT  
12/14/16

B.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain property located at 745 Townside Road, S.W., from I-1, Light Industrial District, to CG, Commercial-General District, subject to certain conditions proffered by the applicant; and dispensing with the second reading of this ordinance by title.

WHEREAS, Chris Benson, on behalf of Puppyland, Ltd., has made application to the Council of the City of Roanoke, Virginia ("City Council"), to have the property located at 745 Townside Road, S.W., bearing Official Tax Map No. 5490307, rezoned from I-1, Light Industrial District, with conditions, to CG, Commercial-General District, subject to certain conditions;

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

WHEREAS, a public hearing was held by City Council on such application at its meeting on December 19, 2016, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

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

necessity, convenience, general welfare and good zoning practice, require the rezoning of the subject property, and for those reasons, is of the opinion that the hereinafter described property should be rezoned as herein provided.

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

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect that Official Tax Map No. 5490307 located at 745 Townside Road, S.W., be, and is hereby rezoned from I-1, Light Industrial District, with conditions, to CG, Commercial-General District, subject to certain conditions proffered by the applicant, as set forth in the Zoning Amendment Amended Application No. 2 dated November 30, 2016.

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

ATTEST:

City Clerk.



# CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** Request by Randal Johnson to vacate an approximately 500 foot semi-circular extension on the west side of an undeveloped 10 foot alley that extends from Connecticut Avenue, N.E., to, and intersecting with, another undeveloped 10 foot alley extending from Plantation Road, N.E., such semi-circular extension adjacent to only Official Tax Map No. 3040719.

## Recommendation

The Planning Commission held a public hearing on Monday, December 12, 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 applicant 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 with the vacation, the applicant will pay \$1,000 for the vacation of the public's right to use the portion of the subject right of way.
2. Upon meeting all conditions to the granting of the application, the applicant 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

<i>Request:</i>	Alley Vacation
<i>Owner:</i>	Randal Johnson
<i>Applicant:</i>	Same as above
<i>City Staff Person:</i>	Wayne Leftwich
<i>Official Tax Nos. of surrounding properties</i>	3040719, 3040720, & 3040707
<i>Site Area:</i>	Approximately 500 square feet
<i>Existing Zoning:</i>	I-1 Light Industrial
<i>Proposed Zoning:</i>	I-1 Light Industrial
<i>Existing Land Use:</i>	Light Industrial/Commercial
<i>Proposed Land Use:</i>	Light Industrial/Commercial
<i>Neighborhood Plan:</i>	<i>Williamson Road Area Plan</i>
<i>Specified Future Land Use:</i>	Light Industrial/Commercial
<i>Filing Date:</i>	October 13, 2016

### Background

The applicant seeks to vacate an approximately 500 square foot semi-circular extension on the west side of an undeveloped 10 foot alley that extends from Connecticut Avenue, N.E., intersecting another undeveloped 10 foot alley extending from Plantation Road, N.E., such semi-circular extension adjacent to only Official Tax Map No. 3040719. The portion of the alley to be vacated was dedicated to the City of Roanoke pursuant to the terms of a closure which was the subject of Ordinance No. 29146, adopted on June 20, 1988.

The applicant is seeking vacation in order to expand a building that the applicant built for Sherman Williams in 1995. The Sherman Williams building is used for distribution of paint and is approximately 8,000 square feet in area. The anticipated expansion would add between 6,000 to 9,000 square feet to the building.

### Considerations

The vacated alley will be purchased from the City for \$1,000 with ownership transferred to the applicant as the adjacent property owner. The applicant, Randal Johnson, is the legal owner of Official Tax Map No. 3040719.

### Surrounding Zoning and Land Use:

	<i>Zoning District</i>	<i>Land Use</i>
<i>North</i>	I-1 Light Industrial	Light Industrial/Commercial
<i>South</i>	I-1 Light Industrial	Light Industrial/Commercial
<i>East</i>	I-1 Light Industrial	Light Industrial/Commercial
<i>West</i>	I-1 Light Industrial	Light Industrial/Commercial

Conformity with the Comprehensive Plan and Neighborhood Plan:

The City's Comprehensive Plan states that Roanoke will have a sustainable, diverse economic base and supports revitalization of underutilized commercial and industrial sites. The proposed alley vacation will help the expansion of a business through utilization of vacant and underutilized property.

The *Williamson Road Area Plan* defines the desired future land use of the area as Light Industrial/Commercial. The proposed alley vacation is consistent with this policy.

Public Utilities:

No comments.

City Department Comments:

Economic Development has no objections to the alley vacation.

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

Public Comments:

David Ostrom Jr., representing DJDKO Holdings LLC, as legal owner of the property to the east of the 10 foot alley extending north from Connecticut Avenue, N.E., Official Tax Map No. 3040720, called to ask questions and expressed his full support for the vacation of the right-of-way as requested by the applicant.

Planning Commission Work Session:

No comments.

Planning Commission Public Hearing:

No comments.

**Conclusion**

The Application is consistent with the City's Comprehensive Plan and the *Williamson Road Area Plan*.



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  
Randal Johnson



# APPLICATION STREET OR ALLEY VACATION

Date: Oct 13, 2016

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

Original Application  
 Amended Application  
No. \_\_\_\_\_

**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: Please See Attached Letter

Proposed use of vacated street or alley: To Expand an Existing Building

Name of Applicant/Contact Person: Randel Johnson

Mailing Address: 2729 Plantation Rd  
Roanoke, VA 24012

Telephone: ( ) 525-5765 Fax: ( ) \_\_\_\_\_ E-mail: randel462@msn.com

Applicant(s) signature(s): Randel Johnson

From: Randal Johnson  
2729 Plantation Rd  
Roanoke, VA 24012

To: Office of the Clerk  
Fourth Floor, Noel C. Taylor Municipal Building  
215 Church Avenue, S.W.  
Roanoke, VA 24011

Dear Sir/Madam

I would like to apply to close a small portion of an alley owned by the City of Roanoke. The alley is adjacent to property I own on Connecticut Avenue and between Plantation Road and 6<sup>th</sup> Street NE. The alley lies between tax map number 3040719 which I own, and 3040720 which is my neighbor on the east side. The alley has never been developed and is not used or usable.

The reason for closing this small portion which I have highlighted on an accompanying map in red while the property I own is highlighted in green, is so I can expand a building I built for Sherwin Williams in 1995. The Sherwin Williams building which is used for distribution of paint is 8,000 square feet and the proposal is to expand it to either 14,000 square feet or 17,000 square feet. An architect is working on two proposal sets of plans now.

The location has taken on new territory and Sherwin Williams has purchased another paint company which will be distributed out of this building as well.

I have spoken to Wayne Leftwich with Roanoke City Planning, Building, & Development about this matter.

Sincerely

  
Randal Johnson

**6TH STREET, N.E.**  
(FORMERLY WENONAH ST.)  
50' R/W

②

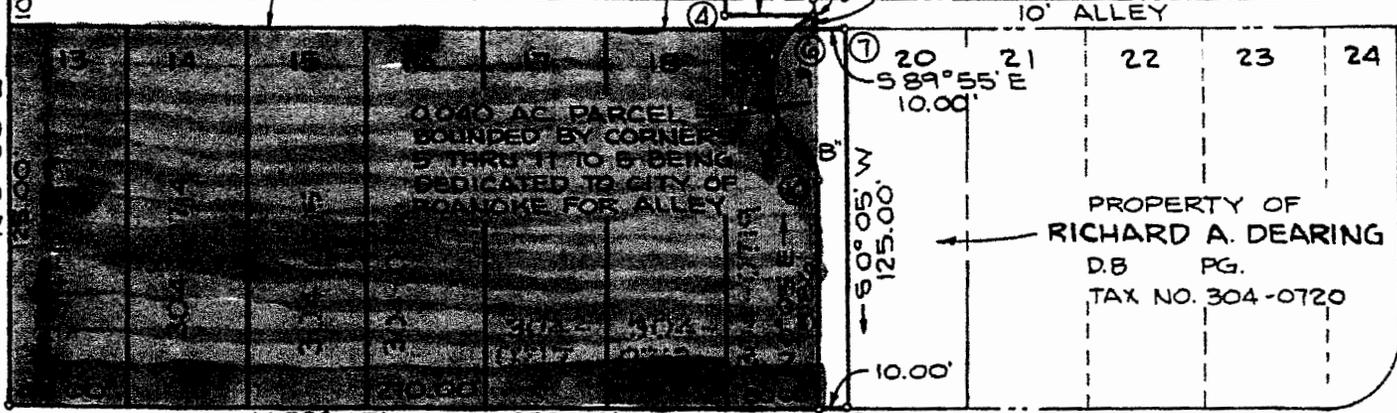
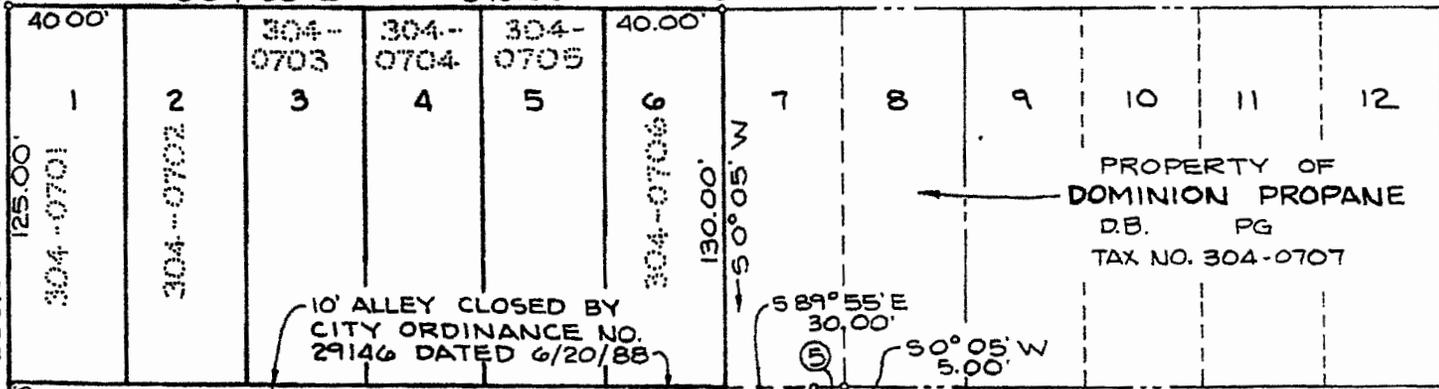
N 0° 05' E → 260.00'

①

**MOHAWK AVENUE, N.E.**  
(FORMERLY FLORIDA AVE.)  
50' R/W

S 89° 55' E → 240.00'

③



← N 89° 55' W 280.00' TOTAL

④

**CONNECTICUT AVENUE, N.E.**  
50' R/W

**66 KIMBALL AVENUE, N.E.**  
(FORMERLY ONIEDA ST.)  
50'



STEPHANIE M. MOON REYNOLDS, MMC  
City Clerk

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

215 Church Avenue, S. W., Room 456  
Roanoke, Virginia 24011-1536  
Telephone: (540) 853-2541  
Fax: (540) 853-1145  
E-mail: [clerk@roanokeva.gov](mailto:clerk@roanokeva.gov)

**RECEIVED**

**OCT 19 2016**

CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT

**CECELIA F. MCCOY**  
Deputy City Clerk

**CECELIA T. WEBB, CMC**  
Assistant Deputy City Clerk

October 18, 2016

Tina Carr, Secretary  
City Planning Commission  
Roanoke, Virginia

Dear Ms. Carr:

I am attaching a copy of an Application for Street or Alley Vacation from Randal Johnson requesting that an undeveloped portion of an alley, designated as Official Tax Map Nos. 3040719 and 3040720, be vacated and closed in order to expand an existing business.

Sincerely,

Stephanie M. Moon Reynolds, MMC  
City Clerk

Enclosure

pc: Randal J. Johnson, 2729 Plantation Road, N. E., Roanoke, Virginia 24012  
The Honorable Mayor and Members of the Roanoke City Council  
Susan S. Lower, Director, Real Estate Valuation  
Philip C. Schirmer, City Engineer  
Daniel J. Callaghan, City Attorney  
Steven J. Talevi, Assistant City Attorney

RM-1, Res

# ALLEY VACATION

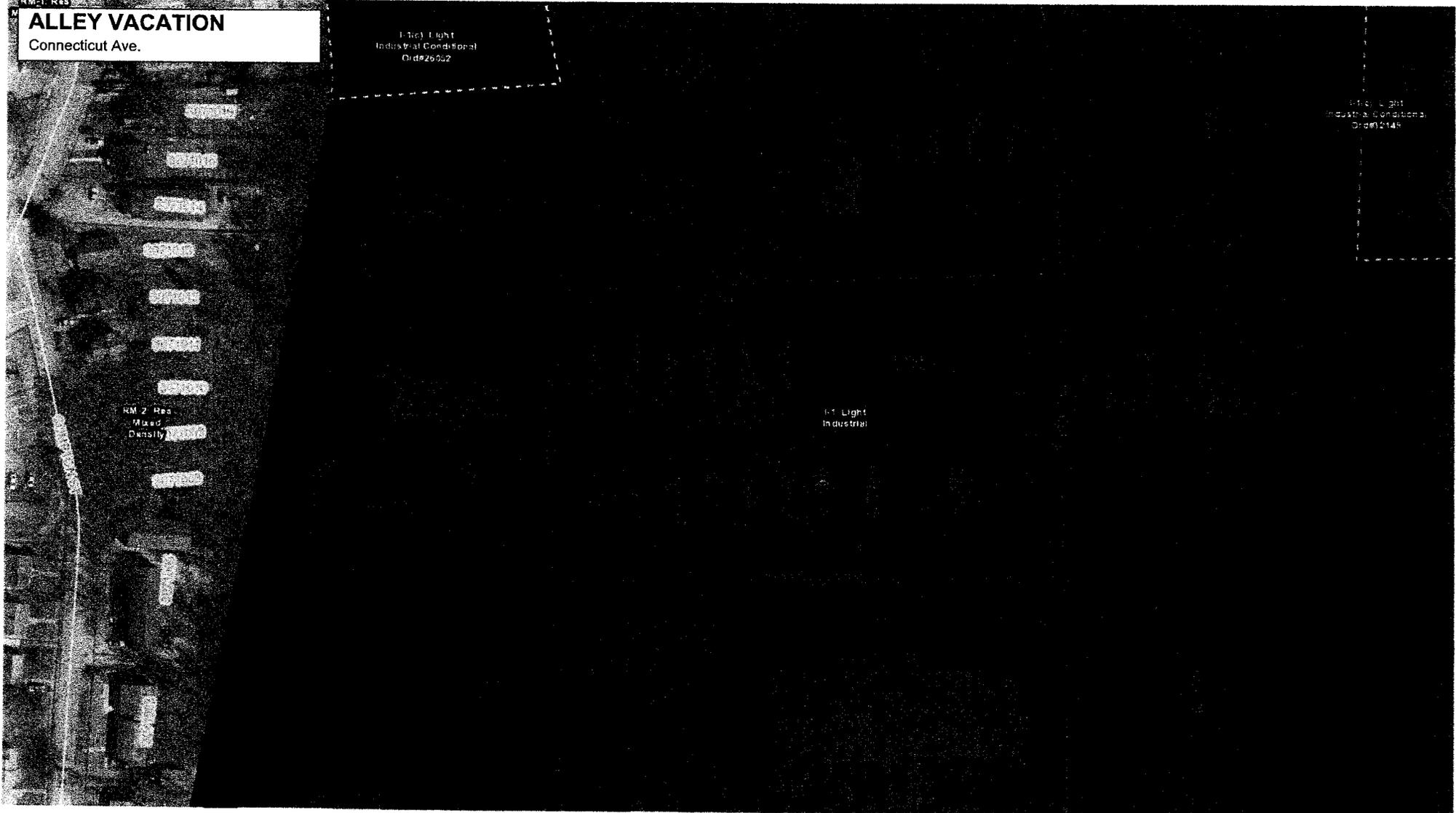
Connecticut Ave.

Light Industrial Conditional  
Ord#26552

Light Industrial Conditional  
Ord#2148

RM-2, Res  
Mixed Density

Light Industrial



SS  
12/14/16

B.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE permanently vacating, discontinuing and closing an approximately 500 foot semi-circular extension of a public right-of-way on the west side of an undeveloped 10 foot alley that extends from Connecticut Avenue, N.E., to, and intersecting with, another undeveloped 10 foot alley extending from Plantation Road, N.E., as more particularly described hereinafter; and dispensing with the second reading of this ordinance by title.

WHEREAS, Randal Johnson filed an application with the Council of the City of Roanoke, Virginia ("City Council"), in accordance with law, requesting City Council to permanently vacate, discontinue and close a certain public right-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 December 19, 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 right-of-way have been properly notified; and

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

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

an approximately 500 square foot semi-circular extension on the west side of an undeveloped 10 foot alley that extends from Connecticut Avenue, N.E., to, and intersecting with, another undeveloped 10 foot alley extending from Plantation Road, N.E., such semi-circular extension adjacent to only Official Tax Map No. 3040719,

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

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

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

BE IT FURTHER ORDAINED that prior to receiving all required approvals of the subdivision plat referenced in the previous paragraph, the applicant shall give to the Treasurer for the City of Roanoke a certified check or cash in the amount of one thousand dollars (\$1,000.00) as consideration pursuant to §15.2-2008, Code of Virginia (1950), as amended, for the vacated right-of-way.

BE IT FURTHER ORDAINED that the applicant 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 applicant, 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 applicant 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 §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:** December 19, 2016

**Subject:** Application by Blue Eagle Credit Union to rezone the properties at 1430 and 0 Hershberger Road, N.W., bearing Official Tax Nos. 2280801 and 2280803, respectively, from MX, Mixed-Use District, to CG, Commercial-General District, with conditions.

### Recommendation

The Planning Commission held a public hearing on Monday, December 12, 2016. By a vote of 5 - 0, the Commission recommended approval of the rezoning request, finding that the Amended Application No. 2 is consistent with the City's Comprehensive Plan, *Williamson Road Area Plan*, and Zoning Ordinance as the subject property will be used in a manner appropriate to the surrounding area.

### Application Information

<i>Request:</i>	Rezoning with Proffered Conditions
<i>Owner:</i>	Jeff Thompson, Blue Eagle Credit Union
<i>Applicant:</i>	Jeff Thompson, Blue Eagle Credit Union
<i>Authorized Agent:</i>	Corbin White, Caldwell White Associates
<i>City Staff Person:</i>	Katharine Gray, Land Use and Urban Design Planner
<i>Site Address/Location:</i>	1430 and 0 Hershberger Road, N.W.
<i>Official Tax Nos.:</i>	2280801 and 2280803
<i>Site Area:</i>	0.364 acres
<i>Existing Zoning:</i>	MX, Mixed Use District
<i>Proposed Zoning:</i>	CG, Commercial-General District, with conditions
<i>Existing Land Use:</i>	Financial institution with drive-through facility
<i>Proposed Land Use:</i>	Financial institution with drive-through facility
<i>Neighborhood Plan:</i>	<i>Williamson Road Area Plan</i>
<i>Specified Future Land Use:</i>	Small & Medium Scale Commercial
<i>Filing Date:</i>	Original Application: October 31, 2016 Amended Application No. 1: November 18, 2016 Amended Application No. 2: December 01, 2016

## **Background**

There has been a bank on the southeastern corner property at the intersection of Hershberger Road and Eden Drive since 1980. In the 2005 Comprehensive Rezoning, the base zoning district changed from C-1, Office District, to MX, Mixed Use District. While a financial institution was permitted in the C-1 District, it is not permitted in the current MX District. Therefore, the use became nonconforming and the ability to expand the use on the property is limited. Historically, the financial institution has occupied half the building with another office use in the remainder of the building. The credit union that currently occupies the building would like to occupy the entire building and move the ATM drive-through to the Eden Drive side of the building. As a nonconforming use, an expansion to the financial institution of this magnitude is not permitted.

In October of 2016, the applicant's authorized agent met with staff to discuss the possibility of amending the zoning of the property to permit a larger variety of uses.

The applicant subsequently filed an application to rezone the property at 1430 and 0 Hershberger Road, N.W., bearing Official Tax Nos. 2280801 and 2280803, to CG District, with conditions. The proposed use remains a financial institution with a drive-through facility.

In November of 2016, the applicant filed amended applications amending the list of uses permitted, clarifying landscaping, and adding landscaping.

## **Proffered Conditions**

The conditions proposed on the subject properties are proposed to:

- Limit the uses allowed on the property.
- Require landscaping between the drive-through and the abutting street and abutting residential property.
- Limit signage.
- Require a 15 foot building setback along the rear property line.
- Restrict the floor area ratio to 1.0.

## **Considerations**

The property has served the community as a financial institution for over 30 years. While the property is located on one of the most heavily trafficked commercial corridors in Roanoke, it also directly abuts single family residences in a residential zoning district.

Surrounding Zoning and Land Use:

	<i>Zoning District</i>	<i>Land Use</i>
<i>North</i>	CG, Commercial-General District, with conditions and CLS, Commercial-Large Site District	Retail sales establishments, eating establishments, financial institutions
<i>South</i>	R-7, Residential Single-Family District	Dwelling, single-family, detached
<i>East</i>	CG, Commercial-General District, with conditions	Personal service establishment, retail sales establishment, and eating establishment
<i>West</i>	MX, Mixed Use District, and R-7, Residential Single-Family District	Financial institution and Dwelling, single-family, detached

Compliance with the Zoning Ordinance:

The purpose of the CG District is to permit motor vehicle dependent uses that are generally developed as single use developments on individual lots, subject to landscaping, access, and signage standards. Such development is generally characterized by individual curb cuts, access drives, and signage. It is intended that this district be applied primarily along heavily traveled arterial streets, with an emphasis on clustering such development at major intersections. While recognizing the motor vehicle traffic generated by the uses permitted in this district, it is the intent of the regulations of the district to encourage and recognize pedestrian access and public transit forms of transportation by locating parking to the side and rear of buildings and minimizing conflict through landscaping and signage standards. The uses permitted in this district generally require a high volume of traffic along the frontage of the establishment and include horizontally oriented buildings. Such permitted uses include general retail establishments, offices, service establishments, motor vehicle related sales and service, eating establishments, and entertainment uses. The CG District is also intended to accommodate travel-oriented uses such as hotels, motels, and gasoline stations.

The future development of the property is subject to dimensional and development standards of the ordinance and if the rezoning is approved, would be subject to the additional proffers restricting land use and development.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Williamson Road Area Plan* encourage the redevelopment of existing properties within existing commercial zoning districts. The existing financial institution seeks to expand to fully occupy the existing commercial building along Hershberger Road, but cannot as the use is nonconforming. The rezoning with the addition of proffered conditions will allow the use of the property in a manner appropriate to the surrounding area. Relevant policies and action items in the comprehensive plan include:

- 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.
- ED A26. Identify underutilized commercial sites and promote revitalization.

The *Williamson Road Area Plan* recognizes the need for the redevelopment of commercial sites within the Williamson Road area. The property is part of an area along a commercial corridor that has had a commercial use for nearly 40 years. Relevant policies and action items in the neighborhood plan include:

#### Community Design Policies

Commercial zoning: General commercial and light industrial zoning will be limited within the area to locations where existing land uses and scale of development reflect the purpose of those zoning districts. In areas between identified nodes/clusters, zoning should be changed to less intense uses such as light commercial or residential. Future expansions of general commercial zoning will be discouraged except where they reinforce identified nodes or strategic initiatives.

Relationships between commercial and residential uses can and should be harmonious. Businesses, as the more intense of the uses, should design their sites to ensure the necessary activities of commerce do not spill over to residential properties.

#### Economic Development Policies

A network of commercial nodes will be established along major corridors. Areas between these centers will be encouraged to transition to lower intensity commercial uses, high density residential uses, or a mixture thereof.

#### Public Comment Summary

There have been general inquiries regarding the project, but no comments.

#### Planning Commission Work Session (October 7, 2016):

The following items were discussed in the Planning Commission work session:

The proffered conditions regarding landscaping between the proposed drive through facility and Eden Drive should be clarified regarding the spacing and size of trees.

Screening between the drive-thru and the parcel No. 2280814 should be considered to buffer the adjacent property from the relocated drive

through facility (e.g, headlight intrusion). Trees and shrubs along the first forty feet of that property line would be appropriate.

The Applicant subsequently filed Amended Application No.1 and Amended Application No. 2 revising the list of uses permitted, clarifying landscaping between the proposed drive through and Eden Drive, and adding a proffer for additional landscaping between the proposed drive-through and the abutting residential property.

Conclusions and Recommendations:

As previously noted, the property has served the community as a financial institution for over 30 years on one of the most heavily trafficked commercial corridors in Roanoke. Both *Vision 2001-2020* and the *Williamson Road Area Plan* encourage the redevelopment of existing commercially zoned properties to maximize their potential in a manner respectful of the surrounding area. The proposed uses for the property are low intensity commercial uses within the CG District and are appropriate for the transition area between the more intensive commercial uses to the north and residential area to the south. The proposed change to a CG district, with the conditions proffered by the applicant, is appropriate.

Planning Commission Public Hearing (December 12, 2016):

No public comment was received. Planning Commission questioned the lack of public comment due to proximity of the change to residences. The applicant listed their communications with the Greater Grandview Area Neighborhood Watch Association and an adjacent property owner over the past several weeks. Staff noted that the two amendments to the application were made to address the concerns heard by the neighborhood and at the work session.



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  
Jeff Thompson, Blue Eagle Credit Union  
Corbin White, Caldwell White Associates

# Zoning Amendment Application RECEIVED



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

DEC 01 2016

ROANOKE

CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT

[Click Here to Print](#)

Date: December 01, 2016

Submittal Number:

AMENDED APPLICATION NO. 2

### Request (select all that apply):

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

### Property Information:

Address: 1430 Hershberger Rd. NW; 0 Hershberger Rd NW

Official Tax No(s): 2280801 ; 2280803

Existing Base Zoning:  
(If multiple zones, please manually enter all districts.) MX, Mixed Use

- With Conditions  
 Without Conditions

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

Requested Zoning: CG-Commercial General

- With Conditions  
 Without Conditions

Proposed Land Use: Financial Institution with Drive-Thru

### Property Owner Information:

Name: Blue Eagle Credit Union  
Attn: Jeff Thompson

Phone Number: 540-855-3629

Address: 2121 Electric Rd. Roanoke, VA 24018

E-Mail: Jeff.Thompson@blueeaglecreditunion.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: Caldwell White Associates  
Attn: Corbin White

Phone Number: 540-366-3400

Address: PO Box 6260 Roanoke, VA 24017

E-Mail: CWAroanoke@aol.com

Authorized Agent's Signature:

# Zoning Amendment Application Checklist



The following must be submitted for all applications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CALDWELL WHITE ASSOCIATES

ENGINEERS / SURVEYORS / PLANNERS

4203 MELROSE AVENUE  
P.O. BOX 6260  
ROANOKE, VIRGINIA 24017-0260  
PHONE (540) 366-3400  
FAX (540) 366-8702

**RECEIVED**

DEC 01 2016

CITY OF ROANOKE  
PLANNING BUILDING &  
DEVELOPMENT

**LETTER OF TRANSMITTAL**

**December 01, 2016**

**To:** City of Roanoke, VA  
Dept. of Planning, Building & Development

**Attn:** Katharine Gray / Tina Carr

**From:** Corbin White

**RE:** AMENDED APPLICATION NO. 2  
Proposed Rezoning of Tax Parcels 2280801 & 2280803 from MX to CG

**Attached please find:**

**Amended Application No. 2 rezoning package, consisting of:**  
**Zoning Amendment Application dated 12/01/2016**  
**Zoning Amendment Application Checklist**  
**Rezoning Request Narrative**  
**Proffered Conditions to be Adopted**  
**11"x17" Concept Site and Building Plans, including Elevations**  
**DVD containing PDF version of above**

**Information transmitted via:**  
Hand-delivered

Katharine,

As discussed, the attached reflects the following:

- The rezoning plan has been revised to graphically show the landscaping proposed in the proffers. No changes have been made to the proffered landscaping.
- The list of proffers has been revised to remove three uses that would have been allowed with a special exception under the previous Amended Application No. 1. These uses are a "car wash abutting a residential district", "eating and drinking establishment abutting a residential district" and "microbrewery or microdistillery abutting a residential district". These were removed at the request of the neighborhood Group

Otherwise, this Amended Application No. 2 is identical to the previous Amended Application No. 1.

Please call me if you have questions or require additional information.  
Thanks

**cc: Mr. Jeff Thompson – Blue Eagle Credit Union**



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## CALDWELL WHITE ASSOCIATES

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ENGINEERS / SURVEYORS / PLANNERS

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1203 MELROSE AVENUE  
P.O. BOX 6260  
ROANOKE, VIRGINIA 24047-0260  
(510) 366-3100  
FAX: (510) 366-8702

### **AMENDED APPLICATION NO. 2**

#### **Blue Eagle Credit Union Site**

Proposed Rezoning from MX to CG (with conditions)

City of Roanoke Tax Parcels 2280801 & 2280803 – 1430 Hershberger Road, NW

### **Rezoning Request Narrative**

#### **Description of Proposed Use and Development of the Property**

The facility that currently exists on the site was constructed in 1980, and for the majority of time since its original construction, the eastern portion of the structure has been used as a branch bank or credit union with a drive-thru. The western portion of the building has at times been rented out to office and other financial-type uses.

Under proposed conditions, the site will remain a financial institution with drive-thru. As Blue Eagle's Member base has seen substantial growth, they will now be expanding into the western portion of the building, and performing some remodeling of the building. As shown on the attached Concept Plan, the only substantial changes proposed for the site will be to:

- 1) Remove the existing, dated drive-thru canopy on the eastern side of the building in its entirety, and replace the existing pavement and canopy area with green space to include lawn grasses, trees and shrubs.
- 2) Construct a new full-service remote drive-thru facility on the western face of the building, adjacent to Eden Drive. This will allow this 24-hour use to be located in an area deemed to be more secure, as there is more public activity on this face of the building, and the drive-thru area will be readily visible from the public streets.
- 3) As a result of the new drive-thru location, certain on-site circulation patterns will change, and the northern Eden Drive curb-cut will be reconstructed to become right-turn, exit only.

#### **Justification for the Change**

Through the 2005 City-wide change in zoning designations, the site was included in the MX-Mixed Use zoning district, which allows neither financial institutions, nor drive-thru facilities. For the past eleven (11) years, this has not created any problems for the owners, as there have been no need to make changes to the site's content or operation. Now, with the desire to relocate the drive-thru technology, Blue Eagle has been informed by the City that this "non-conforming use" cannot be relocated under the current MX zoning designation.

In short, the rezoning is requested to bring the existing uses into conformance with the requirements of the Zoning Ordinance.

The CG zoning district is by definition:

*“to permit motor vehicle dependent uses that are generally developed as single use developments on individual lots, subject to landscaping, access, and signage standards. Such development is generally characterized by individual curb cuts, access drives, and signage. It is intended that this district be applied primarily along heavily traveled arterial streets, with an emphasis on clustering such development at major intersections. While recognizing the motor vehicle traffic generated by the uses permitted in this district, it is the intent of the regulations of the district to encourage and recognize pedestrian access and public transit forms of transportation by locating parking to the side and rear of buildings and minimizing conflict through landscaping and signage standards. The uses permitted in this district generally require a high volume of traffic along the frontage of the establishment and include horizontally oriented buildings. Such permitted uses include general retail establishments, offices, service establishments, motor vehicle related sales and service, eating establishments, and entertainment uses. The CG District is also intended to accommodate travel-oriented uses such as hotels, motels, and gasoline stations”*

As this site is a long-standing financial institution, is located along one of the City's largest arterial streets, and is considered a service establishment, it seems only fitting to pair the correct zoning designation to this site and the uses it contains. It is a fact that the site is not a perfect match for the district's definition, as the building and parking layout are more in tune to the development patterns that were in-place at the time of its original construction. However, without major changes to the structure's location and relative parking scheme, these items are unavoidable.

### **Effect of the Proposed Amendment on the Surrounding Neighborhood**

As we are not proposing use changes in conjunction with the requested rezoning, there would be no changes to the traffic generation of the site or the way pedestrians can access the facility. In our opinion, the effects that the rezoning may have on the surrounding neighborhood are fairly limited.

One effect is the potential that the requested rezoning may, in some future time, allow uses on the property that may be deemed incompatible given the proximity to surrounding residential areas. In order to alleviate these concerns, we have proffered a list of uses that would be allowed to be placed on the site. This list pares out certain uses that could normally be allowed in the CG District either “by right”, or with “special exception”, but will not be permitted under the proffered conditions, should the rezoning be approved.

Similarly, under the proposed CG Zoning District, the Zoning Ordinance allows a zero rear yard setback and a building floor ratio of 5.0. Given that the property is bounded to the rear by a residential zoning district, and that a floor area ratio of 5.0 would not be in good keeping with the neighborhood, we have offered proffers which would keep the rear yard setback identical to that of the current MX District, so long as the property to the rear is zoned residential, and have further proffered to maintain the floor area ratio of 1.0 which is allowed in the current MX District.

Additionally, we do indeed recognize that relocating the drive-thru facility to the Eden Drive side of the site will place this use in an area more visible to the immediately adjacent neighbors. We feel it prudent to mention that while we hope that the remote drive-thru facility will enhance Blue Eagle's

business, we are not proposing a high-volume fast food drive-thru window. Under current conditions, the drive-thru facility, which also serves a 24-hour ATM, sees about 25 patrons per day, or about one per hour averaged over the time the facility is available to Members. Even with this relatively low volume, we recognize that the appearance of the structure will change, and therefore proffer to install the trees and shrubs shown in the proffered conditions in the area between the drive-thru lane and the adjacent Eden Drive right-of-way line to soften the effects of the building change.

Similarly, we proffer to install new shrubs and small deciduous trees along the southern edge of the parking lot, to help screen the commercial use from the adjoining residentially-zoned property to the south.

Finally, we proffer that any new signage will be in accordance with the MX Zoning District. As the proposed CG District includes more lenient signage regulations, and could potentially allow future signage not in good keeping with the neighborhood, this would help alleviate any concerns over inappropriate signage configurations, while still allowing the existing signage to remain.

### **Availability of Other Similarly Zoned Properties in the General Area and in the City**

From a review of nearby parcels for sale on Loopnet.com, it appears there are three (3) contiguous parcels for sale at 4812, 4818, and 4820 Williamson Road which are currently zoned CG. However, as the site of the proposed rezoning is not being considered for a new use, it would seem a bit excessive to relocate the existing Blue Eagle facility to a new site.

### **Relationship of Proposed Amendment to City's Comprehensive Plan and Applicable Neighborhood Plan**

The Greater Grandview Area Neighborhood Watch Association, Inc. is the community group that the property is located within. As of the time of preparation of this Narrative, we could find no documentation relative to the development objectives of this group. The City's web-site, however, indicates that the area included in the GGANWA is included in the Williamson Road Neighborhood Plan, which is a component of the City's 2001 – 2020 Comprehensive plan.

The Future Land Use section of the plan indicates that the southern side of Hershberger Road is to be small-and-medium-scale-commercial, which is a perfect fit for a branch credit union. For the desired elements within small-and-medium-scale-commercial, the Plan suggests "*Such areas should be designated with neighborhood commercial, office-residential, and general commercial zoning districts as appropriate for the context, scale, and existing land use pattern*". Given that the context of the Blue Eagle property is financial in nature, it is fitting that the property be permitted to be included in the CG district.

The Commercial Design Guidelines section of the plan includes the following as actions that can be taken for existing buildings and sites:

- **Plant trees.** *Trees are an inexpensive and immediate way to make a positive impact on the appearance of any site.*
- **Remove asphalt** *and replace it with landscaping or buildings. Many businesses have far more paved area than is necessary for typical parking demands. The result is that asphalt becomes the dominant element of the landscape rather than actual business operations.*

Similarly, the Environmental Resources section of this Plan mentions the abundant opportunity to increase the tree canopy in the area.

The proposed Blue Eagle site changes not only reduce the amount of impervious cover on their site, but will also plant new trees at the location of the current drive-thru, along Eden Drive, and along a portion of the southern boundary as well, as outlined above and in the list of proffered conditions.



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**CALDWELL WHITE ASSOCIATES**

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ENGINEERS / SURVEYORS / PLANNERS

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1203 MELROSE AVENUE  
P.O. BOX 8260  
ROANOKE, VIRGINIA 24017-0260  
(540) 366-3100  
FAX: (540) 366-8702

## **AMENDED APPLICATION NO. 2**

### **Blue Eagle Credit Union Site**

Proposed Rezoning from MX to CG (with conditions)

City of Roanoke Tax Parcels 2280801 & 2280803 – 1430 Hershberger Road, NW

### **Proffered Conditions to be Adopted**

The applicant hereby requests that the following proffered conditions be adopted as they pertain to Official Tax Numbers 2280801 and 2280803.

- A) It is proffered that only the following uses will be “permitted by right” on the subject property:
- 1) Business service establishment, not otherwise listed
  - 2) Employment or temporary labor service
  - 3) Financial institution
  - 4) Laboratory, dental, medical, or optical
  - 5) Laboratory, testing and research
  - 6) Medical clinic
  - 7) Office, general or professional
  - 8) Office, general or professional, large scale
  - 9) Caterer, commercial
  - 10) Community market
  - 11) Drive-through facility
  - 12) Drive-through kiosk
  - 13) Funeral home
  - 14) Kennel, no outdoor pens or runs
  - 15) Live-work unit
  - 16) Mixed-use building
  - 17) Studio/multimedia production facility
  - 18) Bakery, confectionary, or similar food production, retail
  - 19) Body piercing establishment
  - 20) Car wash, not abutting a residential district
  - 21) Contractor or tradesman's shop, general or special trade
  - 22) Dry cleaning and laundry pick-up station
  - 23) General service establishment, not otherwise listed
  - 24) Internat sales establishment

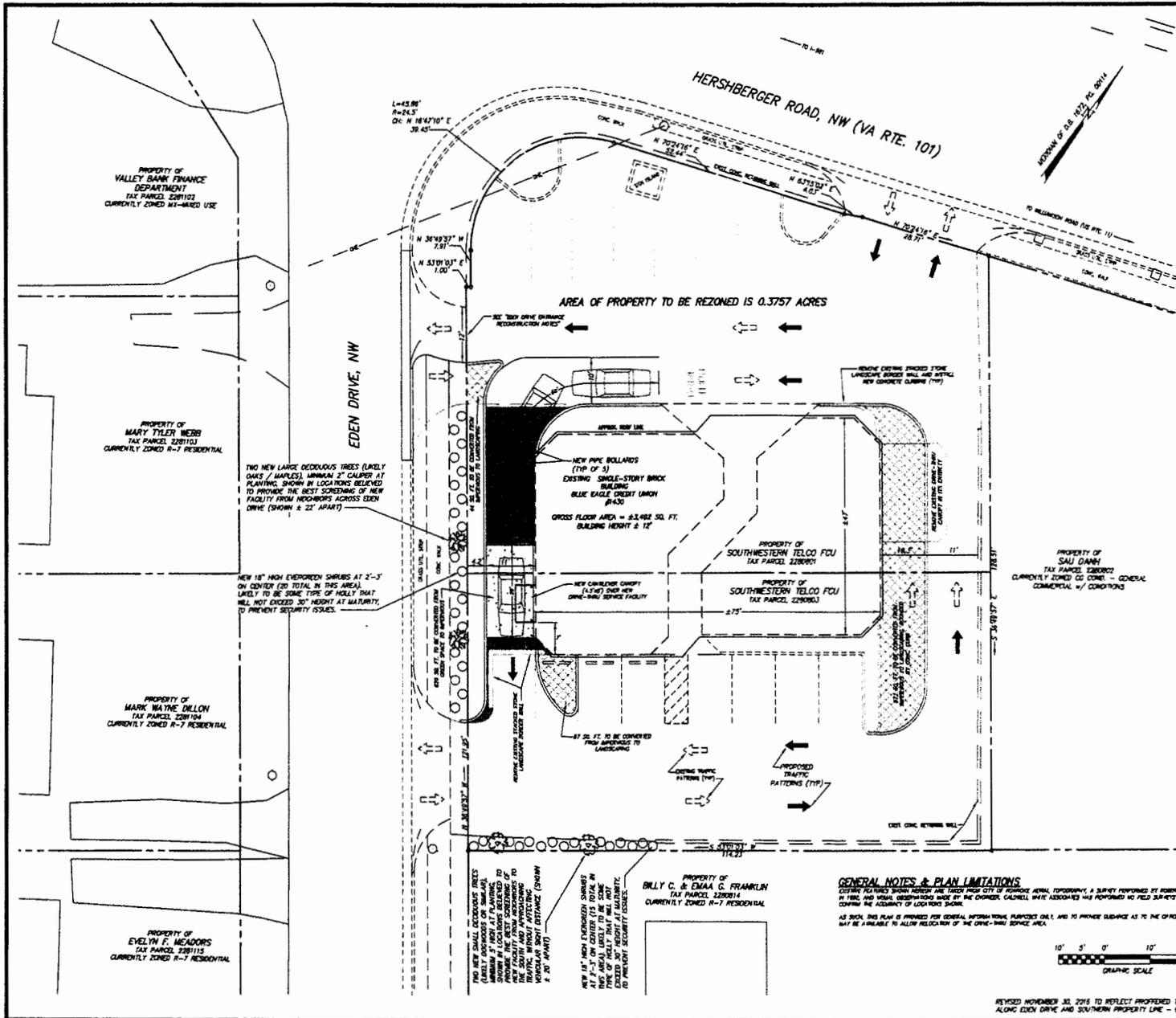
- 25) Janitorial services establishment
- 26) Nursery or greenhouse, commercial
- 27) Personal service establishment, not otherwise listed in this table
- 28) Pet grooming
- 29) Retail sales establishment, not otherwise listed
- 30) Tattoo parlor
- 31) Workshop
- 32) Club, lodge, civic, or social organization
- 33) Community center
- 34) Eating establishment
- 35) Eating and drinking establishment, not abutting a residential district
- 36) Health and fitness center
- 37) Meeting hall
- 38) Microbrewery or microdistillery not abutting a residential district
- 39) Park or playground
- 40) Place of worship
- 41) Recreation, indoor
- 42) Theater, movie or performing arts
- 43) Artist studio
- 44) Community food operation
- 45) Community garden
- 46) Day care center, adult
- 47) Day care center, child
- 48) Educational facilities, business school or nonindustrial trade school
- 49) Educational facilities, college/university
- 50) Educational facilities, elementary/middle/secondary
- 51) Educational facilities, industrial trade school
- 52) Educational facilities, school for the arts
- 53) Fire, police, or emergency services
- 54) Government offices or other government facility, not otherwise listed
- 55) Library
- 56) Museum
- 57) Post office
- 58) Supply pantry
- 59) Training facility for police, fire, or emergency services
- 60) Parking lot facility
- 61) Parking, off-site
- 62) Broadcasting studio or station
- 63) Utility distribution or collection, basic
- 64) Wireless telecommunications facility, stealth
- 65) Accessory uses, not otherwise listed in Table 36.2-315 of the Zoning Ordinance of the City of Roanoke

B) It is proffered that only the following uses will be “permitted by special exception” on the subject property:

- 1) Campground
- 2) Outpatient mental health and substance abuse clinic

- 3) Utility distribution or collection, transitional
  - 4) Agricultural operations
- C) It is proffered that a fifteen foot (15') building setback will be maintained along the abutting property line (Official Tax Map No. 2280814), so long as that property is included in a residential zoning district.
- D) It is proffered that the property will maintain no greater than a 1.0 maximum floor area ratio.
- E) It is proffered It is proffered that two 2-inch caliper large deciduous trees spaced between twenty to forty feet on center and twenty evergreen shrubs, minimum 18-inch high at planting, spaced between two to three feet on center shall be installed and maintained between the relocated drive-thru lane and the right-of-way of Eden Drive, NW.
- F) It is proffered that immediately following the rezoning of the subject parcels from MX to CG, the owner will consolidate tax parcels 2280801 and 2280803 into a single property. This property consolidation will be undertaken in accordance with the City's Subdivision Ordinance and review / approval / recordation processes.
- G) It is proffered that any new signage on the property will conform to the requirements of the City of Roanoke Zoning Ordinance, Table 668-1, for the MX, Mixed Use District.
- H) It is proffered that two 5 foot tall small deciduous trees spaced between fifteen to thirty feet on center and fifteen evergreen shrubs, minimum 18-inch high at planting, spaced between two to three feet on center shall be installed and maintained between the parking lot and the abutting property line (Official Tax Map No. 2280814) along the first 40 feet from Eden Drive, NW, so long as that property is included in a residential zoning district.

**End of Proposed Proffered Conditions**



**REQUIREMENTS AND PROVISIONS IN THE CC ZONING DISTRICT**

**LOT AREA:**  
 MINIMUM LOT AREA REQUIRED = 10,000 SQ. FT.  
 MAXIMUM LOT AREA ALLOWED = 10,000 SQ. FT.  
 AREA OF PARCEL, FOLLOWING CONSOLIDATION OF TAX PARCELS 228010 & 228011 = 10,000 SQ. FT.

**STREET FRONTAGE:**  
 MINIMUM STREET FRONTAGE REQUIRED = 100'  
 MAXIMUM LOT FRONTAGE ALLOWED = 100'  
 PROPORTION OF PROPERTY, FOLLOWING CONSOLIDATION OF TAX PARCELS 228010 & 228011 = 100%

**SETBACKS:**  
 MINIMUM FRONT YARD SETBACK = 20'  
 MINIMUM SIDE YARD SETBACK = 5'  
 MINIMUM REAR YARD SETBACK = 5'

**FLOOR AREA RATIO:**  
 MAXIMUM FLOOR AREA PER LOT = 2.0  
 FLOOR AREA TO BE PROVIDED, FOLLOWING CONSOLIDATION OF TAX PARCELS 228010 & 228011 = 20,000 SQ. FT.

**MINIMUM PARKING REQUIREMENTS:**  
 1.5 SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA

**PROPOSED WORK BACKGROUND AND NARRATIVE:**  
 THE PROPOSED WORK BACKGROUND AND NARRATIVE IS PROVIDED TO ASSIST THE CITY IN UNDERSTANDING THE PROJECT AND THE NEED FOR THE PROPOSED WORK. THE PROPOSED WORK IS A DRIVE-IN DRIVE-THROUGH FACILITY FOR THE BLUE EAGLE CREDIT UNION. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY.

**PARKING PROVISIONS SUMMARY:**  
 1.5 SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA  
 1.5 SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA  
 1.5 SPACES PER 1,000 SQ. FT. OF GROSS FLOOR AREA

**EDEN DRIVE ENTRANCE RECONSTRUCTION NOTES:**  
 THE EDEN DRIVE ENTRANCE RECONSTRUCTION NOTES ARE PROVIDED TO ASSIST THE CITY IN UNDERSTANDING THE PROJECT AND THE NEED FOR THE PROPOSED WORK. THE PROPOSED WORK IS A DRIVE-IN DRIVE-THROUGH FACILITY FOR THE BLUE EAGLE CREDIT UNION. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY.

**NEW IMPERVIOUS AREA SUMMARY:**  
 THE NEW IMPERVIOUS AREA SUMMARY IS PROVIDED TO ASSIST THE CITY IN UNDERSTANDING THE PROJECT AND THE NEED FOR THE PROPOSED WORK. THE PROPOSED WORK IS A DRIVE-IN DRIVE-THROUGH FACILITY FOR THE BLUE EAGLE CREDIT UNION. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY.

**AMENDED APPLICATION NO. 2**

**CONCEPT PLAN FOR BLUE EAGLE CREDIT UNION**

**PROPERTY OF SOUTHWESTERN TELCO FEDERAL CREDIT UNION**

SHOWING THE PROPOSED REZONING OF TWO TAX PARCELS FROM "CC" (COMMERCIAL) TO "CC-COM" (COMMERCIAL-CORNER) AND RELOCATION OF THE DRIVE-IN DRIVE-THROUGH SERVICE FROM THE EASTERN END OF THE BUILDING TO THE WESTERN END

STRATA 1430 HERSHBERGER ROAD, NW  
 CITY OF ROANOKE, VIRGINIA

**CWA CALDWELL WHITE ASSOCIATES**

ARCHITECTS / ENGINEERS / PLANNERS

1000 WOODBINE AVENUE  
 P.O. BOX 4000  
 ROANOKE, VIRGINIA 24011-0400  
 P.L.L.C. 5400-000000

Designer: G.L. BIRD  
 Drafter: G.L. BIRD  
 Date: December 16, 2016  
 Scale: 1" = 10'  
 Plan Title: CONCEPT PLAN  
 P.L.L.C. 5400-000000

**GENERAL NOTES & PLAN LIMITATIONS**

THIS PLAN IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND IS PROVIDED AS IS TO THE EXTENT THAT THE CITY OF ROANOKE HAS REVIEWED THE PLAN AND FOUND IT TO BE IN SUBSTANTIAL ACCORD WITH THE CITY ZONING ORDINANCE. THE CITY OF ROANOKE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

AS SHOWN ON THIS PLAN, THE PROPOSED WORK IS A DRIVE-IN DRIVE-THROUGH FACILITY FOR THE BLUE EAGLE CREDIT UNION. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY. THE FACILITY WILL BE LOCATED ON THE EASTERN END OF THE BUILDING TO THE WESTERN END OF THE DRIVE-IN DRIVE-THROUGH FACILITY.

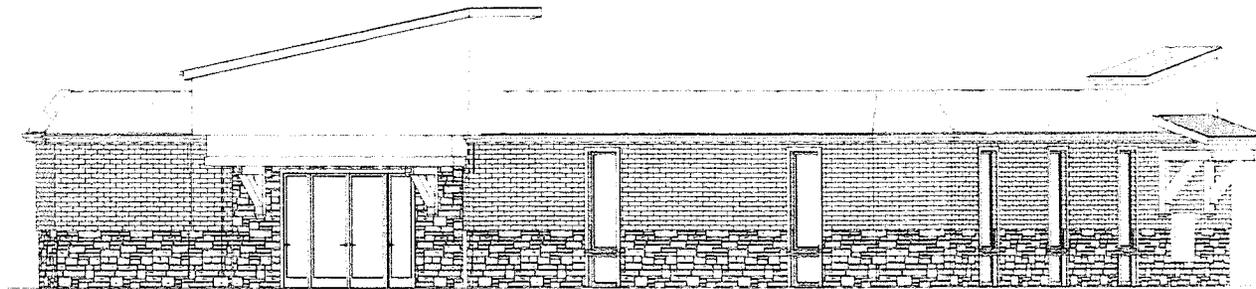
REVISION NOVEMBER 30, 2016 TO REFLECT PROPOSED TREES AND SHRUBS ALONG EDEN DRIVE AND SOUTHERN PROPERTY LINE - CLW



# BLUE EAGLE CREDIT UNION

1430 HERSHBERGER RD. N.W.  
ROANOKE, VA 24012

OWNERS: BLUE EAGLE CREDIT UNION



CONCEPTUAL ISOMETRIC

3-D VIEW  
DO NOT SCALE

### CODE INFO:

USE GROUP: B  
TYPE OF CONSTRUCTION: 5-B  
STORIES: ALLOWED: 2  
          ACTUAL: 2  
SPACE:   ALLOWED: 9000 SQ. FT.  
          ACTUAL: 1230 SQ. FT.  
CODE: 2012 INTERNATIONAL BUILDING CODE

### VICINITY MAP



AMENDED APPLICATION NO. 2

**JAMISON**  
DESIGN LLC

CUSTOM BUILDING / STRUCTURAL DESIGN

BLUE EAGLE CREDIT UNION  
PROPOSED OFFICE RENOVATION  
CITY OF ROANOKE, VA

Drawn By: JAMISON  
Date: 10/12/12  
Checked By: JAMISON  
LSP: SEE DRAWING

REVISIONS

DATE

BY

REVISION

DATE

BY

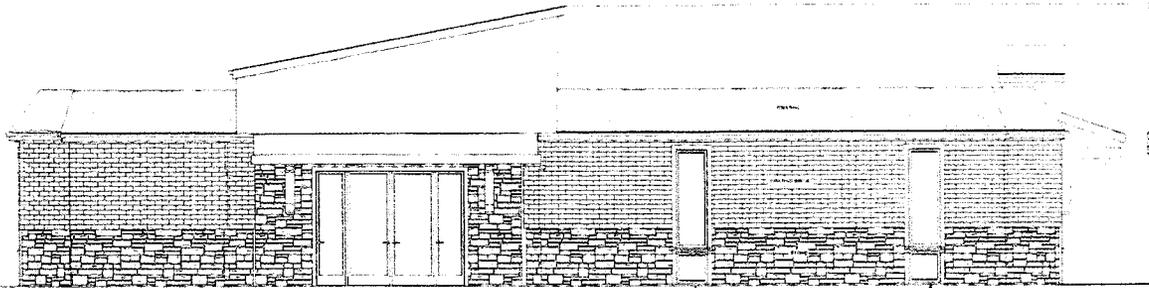
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DATE

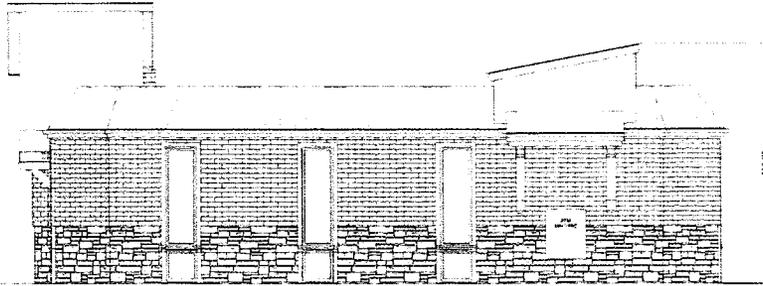
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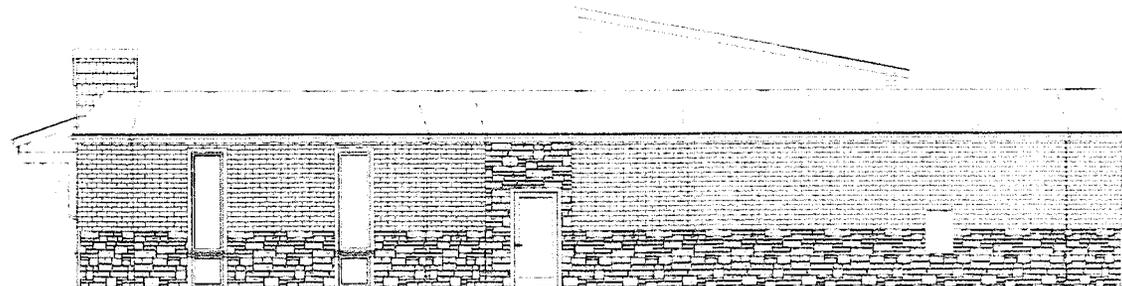


CONCEPTUAL FRONT ELEVATION



CONCEPTUAL RIGHT ELEVATION

AMENDED APPLICATION NO. 2



CONCEPTUAL REAR ELEVATION

**JAMISON**  
DESIGN LLC

1000 EAST BROADWAY  
SUITE 100  
ROANOKE, VA 24011  
757-253-1111

CUSTOM BUILDING / STRUCTURAL DESIGN

BLUE EAGLE CREDIT UNION  
PROPOSED OFFICE RENOVATION  
CITY OF ROANOKE, VA

Owner: BLUE EAGLE CREDIT UNION  
Date: 10/20/2017  
Drawn by: JAMISON  
Checked by: JAMISON  
Title: CONCEPTUAL

REVISIONS

DATE

DESCRIPTION

REVISION

DATE

DESCRIPTION

REVISION

DATE

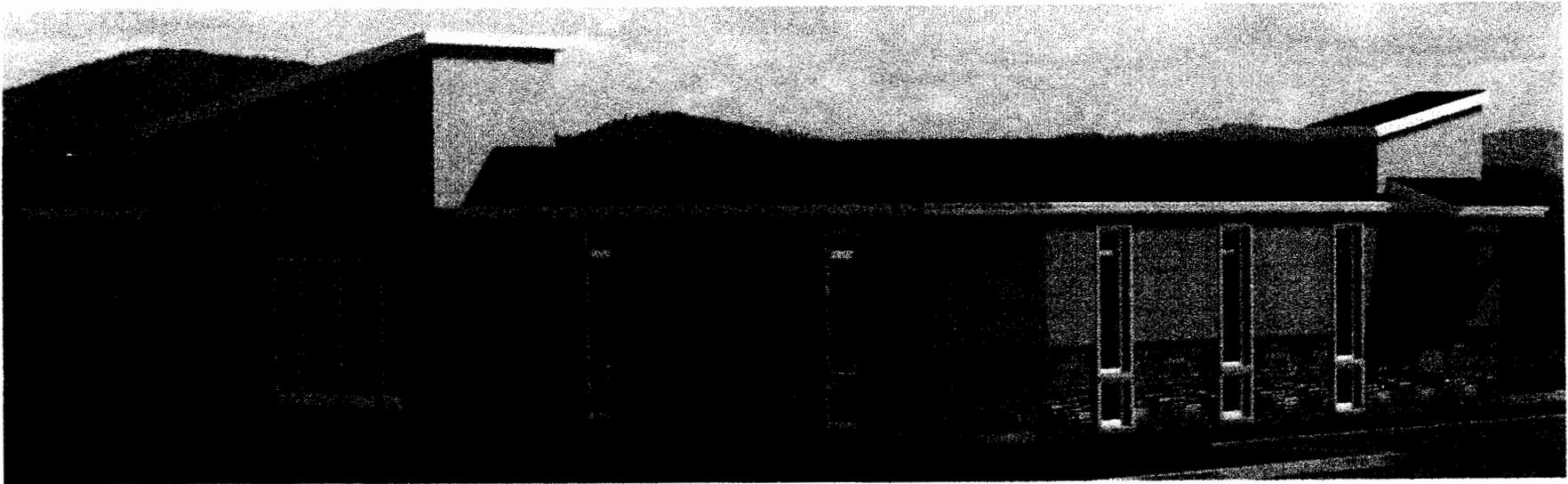
DESCRIPTION

**E-1**

DATE NO. 13095

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DATE: 10/20/2017  
DRAWN BY: JAMISON  
CHECKED BY: JAMISON



CONCEPTUAL RENDERING

BLUE EAGLE CREDIT UNION  
PROPOSED OFFICE RENOVATION  
CITY OF ROANOKE, VA

10121

AMENDED APPLICATION NO. 2

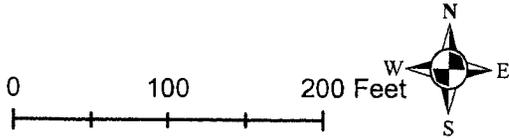
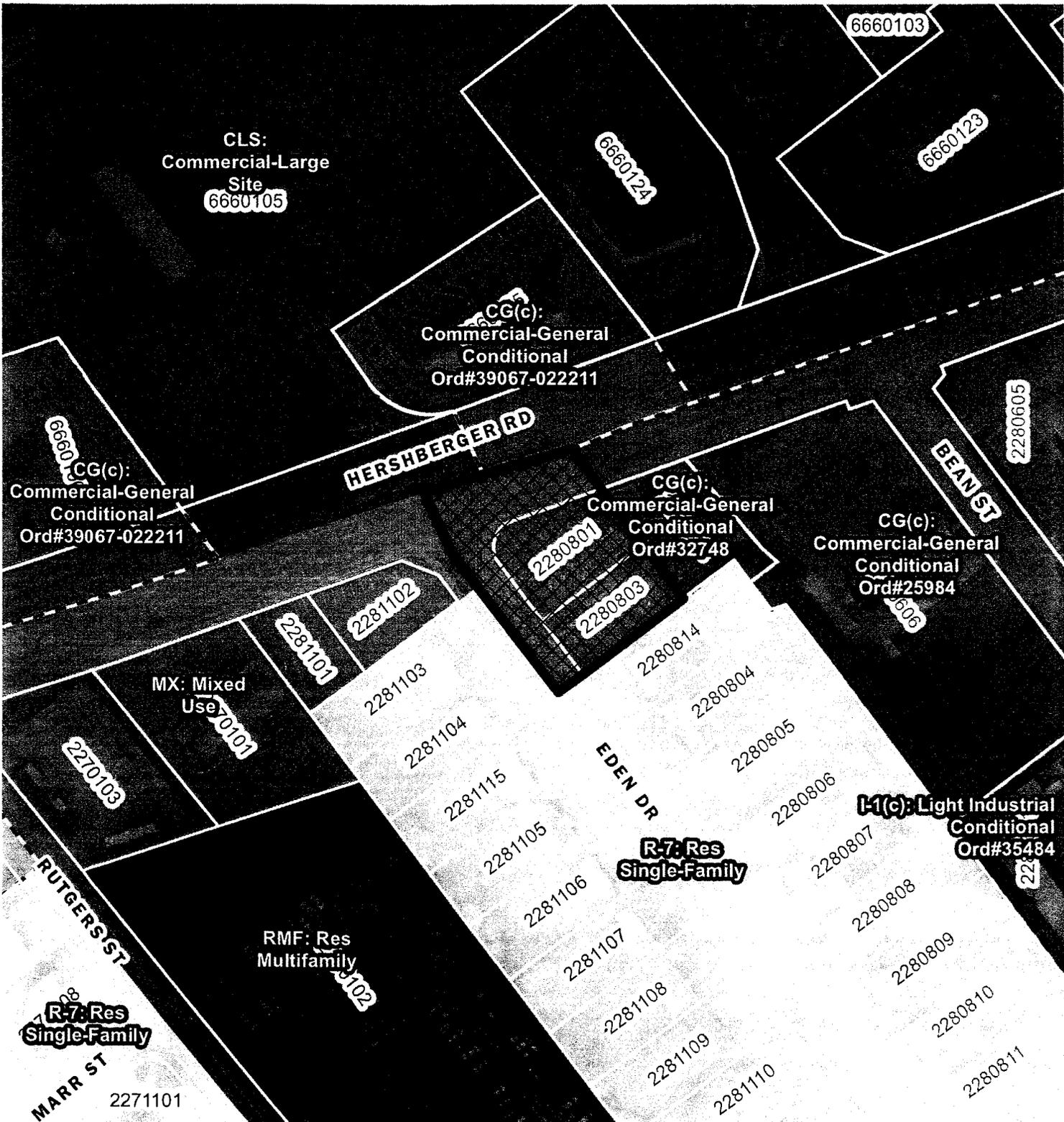
# ZONING DISTRICT MAP

1430 and 0 Hershberger Road NW  
 Official Tax Parcels: 2280801 and  
 2280803, 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



SST  
12/14/16

B.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain properties located at 1430 Hershberger Road, N.W., and 0 (zero) Hershberger Road, N.W., from MX, Mixed Use District, without conditions, to CG, Commercial-General District, subject to certain conditions proffered by the applicant; and dispensing with the second reading of this ordinance by title.

WHEREAS, Jeff Thompson, on behalf of Blue Eagle Credit Union, has made application to the Council of the City of Roanoke, Virginia ("City Council"), to have the properties located at 1430 Hershberger Road, N.W., and 0 (zero) Hershberger Road, N.W., bearing Official Tax Map Nos. 2280801 and 2280803, respectively, rezoned from MX, Mixed Use District, without conditions, to CG, Commercial-General District, subject to certain conditions;

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

WHEREAS, a public hearing was held by City Council on such application at its meeting on December 19, 2016, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to City Council by the Planning Commission, the City's

Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice, require the rezoning of the subject properties, and for those reasons, is of the opinion that the hereinafter described properties should be rezoned as herein provided.

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

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect that Official Tax Map Nos. 2280801 and 2280803 located at 1430 Hershberger Road, N.W., and 0 (zero) Hershberger Road, N.W., respectively, be, and are hereby rezoned from MX, Mixed Use District, without conditions, to CG, Commercial-General District, subject to certain conditions proffered by the applicant, as set forth in the Zoning Amendment Amended Application No. 2 dated December 1, 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.4.



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

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

**Daniel J. Callaghan**  
City Attorney

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

December 19, 2016

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

Re: Amend the Lease Agreement and Management Services Agreement between City of Roanoke, Virginia, and Virginia Western Community College Educational Foundation, Inc. for the Acceleration Center located at 709 South Jefferson Street, Roanoke, VA, 24011.

Dear Mayor Lea and Members of Council:

Background:

Pursuant to Roanoke City Ordinance No. 40374-101915, adopted October 19, 2015, following a public hearing, City Council authorized the City Manager to execute a lease agreement with Virginia Western Community College Educational Foundation, Inc. (Foundation) to operate an acceleration center (Acceleration Center) focused primarily on connecting early stage companies to peers, mentors, and investors at the property known as the former Gill Memorial Hospital Building (Gill Memorial Property) located at 709 South Jefferson Street (Official Tax Map No. 1020510). In addition to operating the Acceleration Center, the Foundation will also serve as sub-landlord and property manager for the Gill Memorial Property. The City and the Foundation entered into such lease agreement dated November 20, 2015 (Lease Agreement). The City and Foundation have also entered into a Management Services Agreement dated November 20, 2015 (Management Services Agreement), in which Virginia Western Foundation has agreed to certain terms and conditions to manage and operate, or to have its designee manage and operate the Acceleration Center.

The Lease Agreement provided that at all times during the lease two-thirds of the building (or 2 floors) shall be used by the Foundation, Virginia Western Community College (VWCC), or cohort companies in performing activities for the Acceleration Center; and one-third of the building may be used and/or subleased for any other purpose in accordance with all laws and the Lease Agreement. The Foundation will be entering into a sublease with VWCC for VWCC to operate and manage the Acceleration Center, collect subtenant rents, and pay all operating expenses. Under the sublease, VWCC will use a portion of the second floor for office space for its Workforce Solutions program, which will offer programming in support of the Acceleration Center. As a result, the space exclusively for the Acceleration Center will be reduced to the entire third floor, and a portion of the second floor. The first floor will be leased to an anchor tenant.

Considerations:

In order for the Foundation to comply with the Lease Agreement, an amendment is required to revise the language requiring the Foundation to use two entire floors for the exclusive use of the Acceleration Center.

Since the Virginia Department of Housing and Community Development (DHCD) is providing a grant of \$600,000 to renovate the building, the City has confirmed with DHCD that this revision to the Lease Agreement is acceptable and will not affect the grant agreement.

The City and Foundation have also requested revisions to the Management Services Agreement in order to clarify what revenues comprise operating revenues received by the Foundation.

Recommended Actions:

Absent comments at the public hearing to the contrary, adopt an ordinance authorizing the City Manager to execute Amendment No. 1 to the Lease Agreement with the Foundation substantially similar to the one attached to this report, and to execute such other documents, including an Amendment No. 1 to the Management Services Agreement, and to take such further actions as may be necessary to implement, administer, and enforce such Lease Agreement. All documents are subject to approval as to form by the City Attorney.

Sincerely,

  
Daniel J. Callaghan  
City Attorney

- c: Christopher P. Morrill, City Manager
- R. Brian Townsend, Assistant City Manager  
for Community Development
- Stephanie Moon Reynolds, City Clerk
- Barbara A. Dameron, Director of Finance
- Troy A. Harmon, Municipal Auditor
- Wayne Bowers, Director of Economic Development
- Marc Nelson, Special Projects Coordinator

**AMENDMENT NO. 1 TO  
LEASE AGREEMENT**

This Amendment No. 1 to Lease Agreement (Amendment No. 1) is dated \_\_\_\_\_, 2016, by and between the City of Roanoke, Virginia, (City), and **Virginia Western Community College Educational Foundation, Inc.**, a Virginia non-stock corporation (Virginia Western Foundation).

**RECITALS:**

WHEREAS, the City and Virginia Western Foundation entered into a lease agreement dated November 20, 2015, that provided for City to lease to and for Virginia Western Foundation to accept such lease of all that real property located in Roanoke, Virginia, designated as Roanoke Official Tax Map No. 1020510, located at 709 South Jefferson Street, Roanoke, VA, 24011, consisting of 0.1671 acres, more or less, together with a building and improvements thereon (Property) (Lease Agreement);

WHEREAS, the City and Virginia Western Foundation have entered into a Management Services Agreement dated November 20, 2015 (Management Services Agreement), in which Virginia Western Foundation has agreed to certain terms and conditions to manage and operate, or to have its designee manage and operate, a technology acceleration center (Acceleration Center) focused primarily on connecting early stage companies to peers, mentors, and investors;

WHEREAS, Virginia Western Foundation shall use the Property, as renovated and upgraded (Leased Premises), to manage and operate the Leased Premises, enter into a sublease with certain third parties, including but not limited to Virginia Western Community College, to manage certain day-to-day functions of the Acceleration Center and the Leased Premises, and allow Virginia Western Foundation to enter into additional sublease agreements with certain innovative and entrepreneurial companies that are consistent with the goals of the Acceleration Center;

WHEREAS, Virginia Western Foundation has requested that certain terms and provisions of the Lease Agreement be amended, changed, or modified as further set forth in this Amendment No. 1; and

WHEREAS, the City and Virginia Western Foundation wanted to reduce to writing the amendments, modifications, and changes to the Lease Agreement which have been agreed to by the parties in accordance with Section 20.J of the Lease Agreement.

NOW, THEREFORE, the City and Virginia Western Foundation, in consideration of the promises and obligations as contained in the Lease Agreement and in the above Recitals, which Recitals are incorporated herein and made a part of this Amendment No. 1 and as set forth in this Amendment No. 1, mutually agree as follows:

**SECTION 1. AMENDMENTS TO LEASE AGREEMENT**

Virginia Western Foundation and the City agree to amend, and do hereby amend, the following Sections of the Lease Agreement as follows:

1.1 Section 2.A of the Lease Agreement is hereby replaced with the following:

“Lessor represents and warrants to Lessee that, as of the commencement of the Lease Term, the Leased Premises will be in compliance with all laws, ordinances and regulations of or relating to commercial property located in the City of Roanoke, VA, including but not limited to the Americans with Disabilities Act of 1990 ("ADA"), building codes and environmental laws. Lessee may enter into a sublease or subcontract agreement with Virginia Western Community College (the "College") or some other third party such that the College or designated third party shall be responsible for the day-to-day management of the Acceleration Center and the negotiation of one or more subleases with third parties, including but not limited to Cohort Companies (as defined in the Management Services Agreement). All subleases, other than any sublease between the Lessee and the College, shall be in a form with terms and conditions at the sole discretion of Lessee to be included as Exhibit C attached to the Management Services Agreement; and, provided further, that no such terms and conditions of any sublease shall conflict with the terms and conditions contained herein or in the Management Services Agreement. The form of any sublease between Lessee and the College shall be approved by Lessor, such approval not to be unreasonably withheld. Lessee acknowledges and agrees that at all times during the Lease Term (as defined in Section 3 below) at least one-third of the Leased Premises (or, 1 floor) shall be used by Lessee, the College performing activities for the Accelerator Program, and/or Cohort Companies for the Accelerator Program; one-third may be used by the College performing activities for the Accelerator Program and/or other College-run programs; and one-third of the Leased Premises may be used and/or subleased for any other purpose in accordance with all laws and this Lease Agreement.”

**SECTION 2. RECORDATION OF NOTICE**

The parties agree that the City will prepare an appropriate notice of this Amendment No. 1 and the City shall record such notice in the Roanoke City Circuit Court to reflect the changes to the Lease Agreement, for which a Memorandum of Lease was recorded on November 23, 2015. Virginia Western Foundation agrees to pay for all recording costs and fees connected with the recording of this Amendment No. 1.

**SECTION 3. EFFECTIVE DATE OF AMENDMENT NO. 1**

The effective date of this Amendment No. 1 is \_\_\_\_\_, 2016.

**SECTION 4. BINDING EFFECT AND CONTINUATION OF TERMS AND CONDITIONS OF LEASE AGREEMENT**

All the terms and conditions of the Lease Agreement between the parties dated November 20, 2015, together with this Amendment No. 1, shall continue in full force and effect, as modified by this Amendment No. 1. The Lease Agreement, as amended by this Amendment No.1, constitutes the entire agreement of Virginia Western Foundation and the City with respect to this matter.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 by their authorized representatives.

WITNESS:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

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

\_\_\_\_\_  
Printed Name and Title

WITNESS:

VIRGINIA WESTERN COMMUNITY  
COLLEGE EDUCATIONAL  
FOUNDATION, INC.

\_\_\_\_\_

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Approved as to Form:

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

DRAFT 12/12/16

Approved as to Execution:

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

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

**AMENDMENT NO. 1 TO  
MANAGEMENT SERVICES AGREEMENT**

This Amendment No. 1 to Management Services Agreement (Amendment No. 1) is dated \_\_\_\_\_, 2016, by and between the City of Roanoke, Virginia, (City), and **Virginia Western Community College Educational Foundation, Inc.**, a Virginia non-stock corporation (Virginia Western Foundation).

**RECITALS:**

WHEREAS, the City and Virginia Western Foundation have entered into a Management Services Agreement dated November 20, 2015 (Management Services Agreement), in which Virginia Western Foundation has agreed to certain terms and conditions to manage and operate, or to have its designee manage and operate, a technology acceleration center (Acceleration Center) focused primarily on connecting early stage companies to peers, mentors, and investors;

WHEREAS, the City and Virginia Western Foundation entered into a lease agreement dated November 20, 2015, that provided for City to lease to and for Virginia Western Foundation to accept such lease of all that real property located in Roanoke, Virginia, designated as Roanoke Official Tax Map No. 1020510, located at 709 South Jefferson Street, Roanoke, VA, 24011, consisting of 0.1671 acres, more or less, together with a building and improvements thereon (Property) (Lease Agreement);

WHEREAS, Virginia Western Foundation is using the Property, as renovated and upgraded (Leased Premises), to manage and operate the Leased Premises, enter into a sublease with certain third parties, including but not limited to Virginia Western Community College, to manage certain day-to-day functions of the Acceleration Center and the Leased Premises, and allow Virginia Western Foundation to enter into additional sublease agreements with certain innovative and entrepreneurial companies that are consistent with the goals of the Acceleration Center;

WHEREAS, Virginia Western Foundation has requested that certain terms and provisions of the Management Services Agreement be amended, changed, or modified as further set forth in this Amendment No. 1; and

WHEREAS, the City and Virginia Western Foundation wanted to reduce to writing the amendments, modifications, and changes to the Management Services Agreement which have been agreed to by the parties in accordance with Section 17.J of the Management Services Agreement.

NOW, THEREFORE, the City and Virginia Western Foundation, in consideration of the promises and obligations as contained in the Management Services Agreement and in the above Recitals, which Recitals are incorporated herein and made a part of this Amendment No. 1 and as set forth in this Amendment No. 1, mutually agree as follows:

**SECTION 1. AMENDMENTS TO MANAGEMENT SERVICES AGREEMENT**

Virginia Western Foundation and the City agree to amend, and do hereby amend, the following Sections of the Management Services Agreement as follows:

- 1.1 Section 4.B.3 of the Management Services Agreement is hereby replaced with the following:

“Satisfy all operating expenses of the Leased Premises. In any year that operating expenses exceed operating revenues, the City will assist with offsetting the deficit by providing a cash payment to the Virginia Western Foundation. The amount of this payment will be determined by subtracting all operating expenses for the Leased Premises from all revenues derived from the Leased Premises. No annual payment from the City shall exceed \$25,000. Pursuant to a Management Services Agreement between Virginia Western Foundation and the Roanoke Blacksburg Technology Council (RBTC) dated \_\_\_\_ (RBTC Agreement), RBTC is permitted to keep revenues generated by the Acceleration Center and the Leased Premises for the first 12 months of the RBTC Agreement. Virginia Western Foundation agrees that any revenues received by RBTC will be included as operating revenues received by Virginia Western Foundation in the calculation of any deficit funds Virginia Western Foundation requests from the City under this Section 4(B)(3).”

**SECTION 2. RECORDATION OF NOTICE**

The parties agree that the City will prepare an appropriate notice of this Amendment No. 1 and the City shall record such notice in the Roanoke City Circuit Court to reflect the changes to the Management Services Agreement, which has as its Exhibit A the Lease Agreement, for which a Memorandum of Lease was recorded on November 23, 2015. Virginia Western Foundation agrees to pay for all recording costs and fees connected with the recording of this Amendment No. 1.

**SECTION 3. EFFECTIVE DATE OF AMENDMENT NO. 1**

The effective date of this Amendment No. 1 is \_\_\_\_\_, 2016.

**SECTION 4. BINDING EFFECT AND CONTINUATION OF TERMS AND CONDITIONS OF MANAGEMENT SERVICES AGREEMENT**

All the terms and conditions of the Management Services Agreement between the parties dated November 20, 2015, together with this Amendment No. 1, shall continue in full force and effect, as modified by this Amendment No. 1. The Management Services Agreement, as amended by

this Amendment No.1, constitutes the entire agreement of Virginia Western Foundation and the City with respect to this matter.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 by their authorized representatives.

WITNESS:

CITY OF ROANOKE, VIRGINIA

\_\_\_\_\_

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

Christopher P, Morrill, City Manager

Printed Name and Title

WITNESS:

VIRGINIA WESTERN COMMUNITY  
COLLEGE EDUCATIONAL  
FOUNDATION, INC.

\_\_\_\_\_

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

Printed Name and Title

Printed Name and Title

Approved as to Form:

\_\_\_\_\_

Assistant City Attorney

Approved as to Execution:

\_\_\_\_\_

Assistant City Attorney

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

dc

B.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute Amendment No. 1 to a Lease Agreement and Amendment No. 1 to a Management Services Agreement with Virginia Western Community College Educational Foundation, Inc. (“Foundation”), for the lease of an approximately 0.1671 acre parcel of City-owned property located at 709 South Jefferson Street, S.W., Roanoke, Virginia, known as the former Gill Memorial Hospital Building (“Gill Memorial Property”), designated as Roanoke City Official Tax Map No. 1020510; and dispensing with the second reading of this ordinance by title.

WHEREAS, the City and the Foundation entered into a lease agreement dated November 20, 2015, that provided for City to lease to and for Virginia Western Foundation to accept such lease of the Gill Memorial Property (“Lease Agreement”);

WHEREAS, the City and the Foundation have entered into a Management Services Agreement dated November 20, 2015 (“Services Agreement”), in which the Foundation has agreed to certain terms and conditions to manage and operate, or to have its designee manage and operate, a technology acceleration center at the Gill Memorial Property focused primarily on connecting early stage companies to peers, mentors, and investors; and

WHEREAS, a public hearing was held on December 19, 2016, pursuant to Sections 15.2-1800(B) 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, Amendment No. 1 to the Lease Agreement with the Foundation to lease the Gill Memorial Property, to be operated by the Foundation, or its designee, as an acceleration center focused primarily on connecting early stage companies to peers, mentors, and investors at the Gill Memorial Property, for a term of five years, commencing on the date the Foundation, or its designee, first occupies the Gill Memorial Property.

2. The City Manager is hereby authorized, to execute, in a form approved by the City Attorney, Amendment No. 1 to the Services Agreement between the City and the Foundation. The provisions of the proposed amendments to the Lease Agreement and Services Agreement include revising the allowed use of the specific floors in the Gill Memorial Property, and clarification of the calculation of the operating revenues received by the Foundation, as more particularly described in the City Council Agenda Report dated December 19, 2016.

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.5,

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** Tax Exemption Request – Total Action Against Poverty in Roanoke Valley and TAAP Real Property I, LLC. Property at 302 2<sup>nd</sup> Street, S.W. (Official Tax Map No. 1011502) (CM16-00177)

### **Background:**

Total Action Against Poverty in Roanoke Valley (TAP), a Virginia, non-stock, not for profit corporation, and its wholly owned limited liability company, TAAP Real Property I, LLC, a Virginia limited liability company (TAAP I), have filed an application for tax exemption of real property located in the City in downtown Roanoke at 302 2<sup>nd</sup> Street, S.W. (Official Tax Map #1011502).

TAP was incorporated on April 28, 1965. In October of that same year, TAP opened its first year-round Head Start classroom. Today, it offers over 30 programs designed to give its clients a hand up. Its mission is to help individuals and families achieve economic and personal independence through education, employment, affordable housing, and safe and healthy environments.

The property at 302 2<sup>nd</sup> Street houses the corporate and program offices of TAP. TAAP I is the record owner of the Property and leases the entire property to TAP. TAP occupies the entire Property, and uses the Property exclusively for its charitable purposes.

TAAP I is a Virginia limited liability company in which TAP is the sole member and manager. According to the IRS Form 990 filed by TAP, the separate legal entity of TAAP I is disregarded for federal income tax purposes.

At present, annual real estate taxes on the Property are \$13,948 on a total assessed value of \$1,143,300.

## Considerations:

On May 19, 2003, City Council approved a revised policy and procedure in connection with requests from non-profit organizations for tax exemption of certain property in the City by Resolution 36331-051903, with an effective date of January 1, 2003. In addition, pursuant to Section 58.1-3651 A, Code of Virginia (1950), as amended, a local governing body may exempt real property from real property taxes that is owned by a nonprofit organization that uses the property for its charitable purposes. Although record title to the Property is held by TAAP I, TAP controls TAAP I and TAP uses all of the Property for the charitable purposes of TAP. TAP and TAAP I have provided the City with a copy of its current lease that expires on June 30, 2017. City Council has, on at least two occasions, granted tax exemptions on real property owned by a limited liability company that is entirely controlled by a charitable organization. Based on this policy and procedure, TAP and TAAP I have provided the necessary information required for the application for exemption that would take effect January 1, 2017. As a condition to granting the exemption, staff recommends that TAP and TAAP I provide City staff with copies of the annual IRS form 990 and all extensions, amendments, and renewals of leases between TAP and TAAP I on an annual basis.

As noted above, the assessed value of the Property at 302 2<sup>nd</sup> Street is currently \$1,143,300 with annual taxes due of \$13,948. In lieu of the \$13,948, TAP and TAAP I would agree to pay to the City an annual service charge equal to twenty percent of the tax levy on the parcel for as long as the exemption continues. In this case, the amount of the service charge would be \$2,790. Consequently, the City would be foregoing \$11,158 in annual real estate revenue. TAP and TAAP I will continue to pay, in full, the service charge of \$0.10 per \$100 assessed value related to the Downtown Service District.

Commissioner of the Revenue, Sherman Holland, has determined that TAP is not currently exempt from paying real estate and personal property taxes by classification or designation under the Code of Virginia. The IRS recognizes TAP as a 501(c)(3) tax-exempt organization and the tax status of TAAP I is disregarded as a separate entity for federal tax purposes.

Notification of a public hearing to be held December 19, 2016, was duly advertised in The Roanoke Times.

**Recommended Action:**

Adopt an ordinance to authorize exemption from real property taxation for TAP and TAAP I related to the Property pursuant to Article X, Section 6 (a) 6 of the Constitution of Virginia, effective January 1, 2017, subject to the conditions and requirements set forth in the proposed Ordinance.



Christopher P. Morrill  
City Manager

Distribution: Council Appointed Officers  
Honorable Sherman A. Holland, Commissioner of the Revenue  
Honorable Evelyn W. Powers, City Treasurer  
Barbara A. Dameron, Director of Finance  
R. Brian Townsend, Asst. City Mgr. for Community Development  
Sherman M. Stovall, Assistant City Manager for Operations  
Amelia C. Merchant, Director of Management and Budget  
William H. "Pete" Clark III,  
Director of Property Management and Maintenance  
Total Action for Progress  
302 2<sup>nd</sup> Street, S.W.,  
Roanoke, VA 24011  
R. Neal Keese Jr., Esquire  
Counsel to TAP and TAAP I  
Woods Rogers PLC  
10 S. Jefferson Street, Suite 1400  
Roanoke, VA 24011

*H. Callahan*

B.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE exempting from real estate property taxation certain real property located at 302 2nd Street, S.W., and designated as Roanoke Official Tax Map No. 1011502, owned by TAAP Real Property I, LLC, a Virginia limited liability company (TAAP I), and leased exclusively and solely to Total Action Against Poverty in Roanoke Valley (TAP), a Virginia non-stock, not for profit corporation, trading as Total Action for Progress, an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date; and dispensing with the second reading of this ordinance by title.

WHEREAS, TAAP I, which is wholly owned by TAP, and TAP (hereinafter and collectively "the Applicant"), have petitioned Council to exempt certain real property owned by TAAP I from taxation pursuant to Article X, Section 6(a)(6) of the Constitution of Virginia;

WHEREAS, a public hearing at which all citizens had an opportunity to be heard with respect to the Applicant's petition was held by Council on December 19, 2016;

WHEREAS, the provisions of subsection B of Section 58.1-3651, Code of Virginia (1950), as amended, have been examined and considered by the Council;

WHEREAS, the Applicant agrees that the real property to be exempt from taxation is that certain real estate, including the land and any building located thereon, identified by Roanoke Official Tax Map No. 1011502, commonly known as 302 2<sup>nd</sup> Street, S.W., (the "Property"), and owned by TAAP I, which is leased by TAAP I exclusively and solely to TAP for charitable and benevolent purposes, shall be used by the Applicant exclusively for charitable or benevolent purposes on a non-profit basis;

WHEREAS, TAP has demonstrated through its filing of IRS form 990 that the tax status

of TAAP I is disregarded for federal income tax purposes; and

WHEREAS, in consideration of Council's adoption of this Ordinance, the Applicant has voluntarily agreed to pay each year a service charge, in an amount equal to twenty percent (20%) of the City of Roanoke's real estate tax levy, which would be applicable to the Property were the Property not exempt from such taxation, for so long as the Property is exempted from such taxation.

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

1. Council classifies and designates TAAP I and TAP as charitable or benevolent organizations within the context of Section 6(a)(6) of Article X of the Constitution of Virginia, and hereby exempts from real estate taxation certain real estate, including the land and any building located thereon, identified by Roanoke Official Tax Map No. 1011502, commonly known as 302 2<sup>nd</sup> Street, S.W., located in downtown Roanoke and being included in the Downtown Service District, and owned by TAAP I, which Property is used exclusively by TAP for charitable or benevolent purposes on a non-profit basis; continuance of this exemption shall be contingent on the continued use of the Property in accordance with the purposes which the Applicant has designated in this Ordinance.

2. In consideration of Council's adoption of this Ordinance, the Applicant agrees to pay to the City of Roanoke on or before October 5 of each year a service charge in an amount equal to twenty (20%) percent of the City of Roanoke's real estate tax levy, which would be applicable to the Property, were the Property not exempt from such taxation, for so long as the Property is exempted from such taxation.

3. The Applicant acknowledges and agrees that the real estate tax exemption granted pursuant to this Ordinance does not exempt Applicant from payment of the Downtown Service

District tax, which Applicant shall continue to pay.

4. The tax exemption granted the Applicant pursuant to this ordinance shall be further conditioned upon Applicant filing with the City of Roanoke Office of Management and Budget, on an annual basis by each September 1, (i) a copy of the current IRS Form 990 for TAP; (ii) certification from TAP that TAP is the sole member and manager of TAAP I; and (iii) copies all extensions, amendments, and renewals of leases or licenses between TAP and TAAP I. Applicant acknowledges that if any of the foregoing conditions are not met, the City reserves the right to terminate the tax exempt status of the Property.

5. This Ordinance shall be in full force and effect on January 1, 2017, if by such time a copy, duly executed by an authorized officer of the Applicant, has been filed with the City Clerk.

6. The City Clerk is directed to forward an attested copy of this Ordinance, after it is properly executed by the Applicant, to the Commissioner of the Revenue, and the City Treasurer for purposes of assessment and collection, respectively, of the service charge established by this Ordinance, and to Annette Lewis, President, TAP.

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

ATTEST:

City Clerk.

ACCEPTED, AGREED TO AND EXECUTED by Total Action Against Poverty in Roanoke Valley, a Virginia, non-stock, not for profit corporation, trading as Total Action for Progress, and TAAP Real Property I, LLC, a Virginia limited liability company, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Total Action Against Poverty in Roanoke Valley, a Virginia, non-stock, not for profit corporation, trading as Total Action for Progress

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

TAAP Real Property I, LLC, a Virginia limited liability company

By its Manager

Total Action Against Poverty in Roanoke Valley, a Virginia non-stock, not for profit corporation, trading as Total Action for Progress

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



B.6.

## CITY COUNCIL AGENDA REPORT

**To:** Honorable Mayor and Members of City Council  
**Meeting:** December 19, 2016  
**Subject:** Tax Exemption Request – Total Action Against Poverty in Roanoke Valley and TAAP Real Property II, LLC. Property at 2121 Salem Avenue, S.W. (Official Tax Map No. 1311221) (CM16-00178)

### **Background:**

Total Action Against Poverty in Roanoke Valley (TAP), a Virginia, non-stock, not for profit corporation, and its wholly owned limited liability company, TAAP Real Property II, LLC, a Virginia limited liability company (TAAP II), have filed an application for tax exemption of real property located in the City at 2121 Salem Avenue, S.W. (Official Tax Map #1311221).

TAP was incorporated on April 28, 1965. In October of that same year, TAP opened its first year-round Head Start classroom. Today, it offers over 30 programs designed to give its clients a hand up. Its mission is to help individuals and families achieve economic and personal independence through education, employment, affordable housing, and safe and healthy environments.

The property at 2121 Salem Avenue houses the business offices for the Weatherization, Indoor Plumbing, and YouthBuild programs as well as space for its maintenance department. TAAP II is the record owner of the Property and leases the entire property to TAP. TAP occupies the entire Property, and uses the Property exclusively for its charitable purposes.

TAAP II is a Virginia limited liability company in which TAP is the sole member and manager. According to the IRS Form 990 filed by TAP, the separate legal entity of TAAP II is disregarded for federal income tax purposes.

At present, annual real estate taxes on the Property are \$3,105 on a total assessed value of \$254,500.

## **Considerations:**

On May 19, 2003, City Council approved a revised policy and procedure in connection with requests from non-profit organizations for tax exemption of certain property in the City by Resolution 36331-051903, with an effective date of January 1, 2003. In addition, pursuant to Section 58.1-3651 A, Code of Virginia (1950), as amended, a local governing body may exempt real property from real property taxes that is owned by a nonprofit organization that uses the property for its charitable purposes. Although record title to the Property is held by TAAP II, TAP controls TAAP II and TAP uses all of the Property for the charitable purposes of TAP. TAP and TAAP II have provided the City with a copy of its current lease that expires on June 30, 2017. City Council has, on at least two occasions, granted tax exemptions on real property owned by a limited liability company that is entirely controlled by a charitable organization. Based on this policy and procedure, TAP and TAAP II have provided the necessary information required for the application for exemption that would take effect January 1, 2017. As a condition to granting the exemption, staff recommends that TAP and TAAP II provide City staff with copies of the annual IRS form 990 and all extensions, amendments, and renewals of leases between TAP and TAAP II on an annual basis.

As noted above, the assessed value of the Property at 2121 Salem Avenue is currently \$254,500 with annual taxes due of \$3,105. In lieu of the \$3,105, TAP and TAAP II would agree to pay to the City an annual service charge equal to twenty percent of the tax levy on the parcel for as long as the exemption continues. In this case, the amount of the service charge would be \$621. Consequently, the City would be foregoing \$2,484 in annual real estate revenue.

Commissioner of the Revenue, Sherman Holland, has determined that TAP is not currently exempt from paying real estate and personal property taxes by classification or designation under the Code of Virginia. The IRS recognizes TAP as a 501(c)(3) tax-exempt organization and the tax status of TAAP II is disregarded as a separate entity for federal tax purposes.

Notification of a public hearing to be held December 19, 2016, was duly advertised in The Roanoke Times.

**Recommended Action:**

Adopt an ordinance to authorize exemption from real property taxation for TAP and TAAP II related to the Property pursuant to Article X, Section 6 (a) 6 of the Constitution of Virginia, effective January 1, 2017, subject to the conditions and requirements set forth in the proposed Ordinance.



-----  
Christopher P. Morrill  
City Manager

Distribution: Council Appointed Officers  
Honorable Sherman A. Holland, Commissioner of the Revenue  
Honorable Evelyn W. Powers, City Treasurer  
Barbara A. Dameron, Director of Finance  
R. Brian Townsend, Asst. City Mgr. for Community Development  
Sherman M. Stovall, Assistant City Manager for Operations  
Amelia C. Merchant, Director of Management and Budget  
William H. "Pete" Clark III  
Director of Property Management and Maintenance  
Total Action for Progress  
302 2<sup>nd</sup> Street, S.W.  
Roanoke, VA 24011  
R. Neal Keese Jr., Esquire  
Counsel to TAP and TAAP II  
Woods Rogers PLC  
10 S. Jefferson Street  
Suite 1400  
Roanoke, VA 24011

*H. Colby*

*B.6.*

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE exempting from real estate property taxation certain real property located at 2121 Salem Avenue, S.W., and designated as Roanoke Official Tax Map No. 1311221, owned by TAAP Real Property II, LLC, a Virginia limited liability company (TAAP II), and leased exclusively and solely to Total Action Against Poverty in Roanoke Valley (TAP), a Virginia non-stock, not for profit corporation, trading as Total Action for Progress, an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date; and dispensing with the second reading of this ordinance by title.

WHEREAS, TAAP II, which is wholly owned by TAP, and TAP (hereinafter and collectively "the Applicant"), have petitioned Council to exempt certain real property owned by TAAP II from taxation pursuant to Article X, Section 6(a)(6) of the Constitution of Virginia;

WHEREAS, a public hearing at which all citizens had an opportunity to be heard with respect to the Applicant's petition was held by Council on December 19, 2016;

WHEREAS, the provisions of subsection B of Section 58.1-3651, Code of Virginia (1950), as amended, have been examined and considered by the Council;

WHEREAS, the Applicant agrees that the real property to be exempt from taxation is that certain real estate, including the land and any building located thereon, identified by Roanoke Official Tax Map No. 1311221, commonly known as 2121 Salem Avenue, S.W., (the "Property"), and owned by TAAP II, which is leased by TAAP II exclusively and solely to TAP for charitable and benevolent purposes, shall be used by the Applicant exclusively for charitable or benevolent purposes on a non-profit basis;

WHEREAS, TAP has demonstrated through its filing of IRS form 990 that the tax status

of TAAP II is disregarded for federal income tax purposes; and

WHEREAS, in consideration of Council's adoption of this Ordinance, the Applicant has voluntarily agreed to pay each year a service charge, in an amount equal to twenty percent (20%) of the City of Roanoke's real estate tax levy, which would be applicable to the Property were the Property not exempt from such taxation, for so long as the Property is exempted from such taxation.

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

1. Council classifies and designates TAAP II and TAP as charitable or benevolent organizations within the context of Section 6(a)(6) of Article X of the Constitution of Virginia, and hereby exempts from real estate taxation certain real estate, including the land and any building located thereon, identified by Roanoke Official Tax Map No. 1311221, commonly known as 2121 Salem Avenue, S.W., and owned by TAAP II, which Property is used exclusively by the Applicant for charitable or benevolent purposes on a non-profit basis; continuance of this exemption shall be contingent on the continued use of the Property in accordance with the purposes which the Applicant has designated in this Ordinance.

2. In consideration of Council's adoption of this Ordinance, the Applicant agrees to pay to the City of Roanoke on or before October 5 of each year a service charge in an amount equal to twenty (20%) percent of the City of Roanoke's real estate tax levy, which would be applicable to the Property, were the Property not exempt from such taxation, for so long as the Property is exempted from such taxation.

3. The tax exemption granted the Applicant pursuant to this ordinance shall be further conditioned upon Applicant filing with the City of Roanoke Office of Management and Budget, on an annual basis by each September 1, (i) a copy of the current an IRS Form 990 for

TAP; (ii) certification from TAP that TAP is the sole member and manager of TAAP II; and (iii) copies and all extensions, amendments, and renewals of leases between TAP and TAAP II. Applicant acknowledges that if any of the foregoing conditions are not met, the City reserves the right to terminate the tax exempt status of the Property.

4. This Ordinance shall be in full force and effect on January 1, 2017, if by such time a copy, duly executed by an authorized officer of the Applicant, has been filed with the City Clerk.

5. The City Clerk is directed to forward an attested copy of this Ordinance, after it is properly executed by the Applicant, to the Commissioner of the Revenue and the City Treasurer for purposes of assessment and collection, respectively, of the service charge established by this Ordinance, and to Annette Lewis, President, TAP.

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

ATTEST:

City Clerk.

ACCEPTED, AGREED TO AND EXECUTED by Total Action Against Poverty in Roanoke Valley, a Virginia, non-stock, not for profit corporation, trading as Total Action for Progress and TAAP Real Property II, LLC, a Virginia limited liability company, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Total Action Against Poverty in Roanoke Valley, a Virginia, non-stock, not for profit corporation, trading as Total Action for Progress

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

TAAP Real Property II, LLC, a Virginia limited liability company

By its Manager

Total Action Against Poverty in Roanoke Valley, a Virginia, non-stock, not for profit corporation, trading as Total Action for Progress

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

## ROANOKE CITY COUNCIL-REGULAR SESSION

August 15, 2016

2:00 p.m.

The Council of the City of Roanoke met in regular session on Monday, August 15, 2016, at 2:00 p.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Mayor Sherman P. Lea, Sr., presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 40579-070516 adopted by the Council on Tuesday, July 5, 2016.

PRESENT: Council Members John A. Garland, Anita J. Price, William D. Bestpitch, Michelle L. Dykstra, Raphael E. Ferris (arrived late) and Mayor Sherman P. Lea, Sr.-6.

ABSENT: Council Member David B. Trinkle-1.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Christopher P. Morrill, City Manager; Daniel J. Callaghan, City Attorney; Barbara A. Dameron, Director of Finance; and Stephanie M. Moon Reynolds, City Clerk.

The Invocation was delivered by Rabbi Kathy Cohen, Temple Emanuel.

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

## PRESENTATIONS AND ACKNOWLEDGEMENTS:

ACTS OF ACKNOWLEDGEMENT-PROCLAMATIONS-VIRGINIA WESTERN COMMUNITY COLLEGE: The Mayor declared August 22, 2016 as Virginia Western Community College Day in honor of its 50<sup>th</sup> Anniversary.

(See ceremonial copy of proclamation on file in the City Clerk's Office.)

Mayor Lea presented a ceremonial copy of the proclamation to Dr. Robert Sandel, President, Virginia Western Community College; accompanied by college staff: Dr. Angela Falconetti, Dr. Elizabeth Wilmer, Mr. Milan Hayward, Ms. Lisa Ridpath, Ms. Jennifer Pittman and Mr. Josh Meyer.

At this point, Council Member Ferris entered the meeting (2:21 p.m.).

# 56

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that City Council sets this time as a priority for citizens to be heard. All matters would be referred to the City Manager for response, recommendation or report to Council, as he may deem appropriate.

MISCELLANEOUS: Robert Gravely, 3360 Hershberger Road, N. W., appeared before Council regarding termination of City employment in 2006 from the City.

The City Attorney gave a brief overview of City action taken regarding Mr. Gravely's dismissal.

Council Member Bestpitch reminded the Council that State Code prohibits Council's intervention in City personnel matters relating to employees under Council appointed officials.

## CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, the item would be removed from the Consent Agenda and considered separately.

Council Member Ferris stated that although he owns certain real property situated at 0 Salem Avenue, S. W., his property interest does not create a personal conflict of interest; and therefore, believes he can act fairly, objectively, and in the public interest regarding Item C-2; and he does intend to participate in the deliberations and in any vote with regard to the matter.

MINUTES: Minutes of the regular meetings of the Council held on Monday, May 2, 2016, recessed until Monday, May 9, 2016; and Monday, May 16, 2016, were before the body.

(See copy of minutes on file in the City Clerk's Office.)

Council Member Bestpitch moved that the reading of the minutes be dispensed with and approved as recorded. The motion was seconded by Council Member Dykstra adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

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

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that Council concur in the request of the City Manager as abovementioned. The motion was seconded by Council Member Dykstra.

Council Member Ferris read the following Conflict of Interest Statement into the record:

**"STATEMENT OF RAPHAEL E. FERRIS**

I, Raphael E. Ferris, make the following statement regarding the request of the City Manager for a Closed Meeting to discuss the disposition of City-owned properties, together with buildings and improvements thereon, situated at 119 and 117 Norfolk Avenue, S. W., Roanoke, Virginia, bearing Official Tax Map Nos. 1010306 and 1010307, respectively (the "Warehouse Row Properties").

I am the owner of certain real property situated at 0 Salem Avenue, S. W., Roanoke, Virginia, bearing Official Tax Map No. 1010412 ("Parcel 1010412"). The City of Roanoke currently leases this property for use as a parking lot. The term of the lease is five (5) years expiring on June 30, 2021. Parcel 1010412 is adjacent to the Warehouse Row Properties. I have no interest in the Warehouse Row Properties. I have also discussed this matter with the City Attorney and he has advised me that my property interest does not create a personal interest in this transaction under the Virginia Conflicts of Interest laws, but I may elect to recuse myself from participation in this matter if I believe that my ownership of Parcel 1010412 creates an appearance of a conflict of interest. I believe that I can act fairly, objectively, and in the public interest in considering the disposition of the Warehouse Row Properties. Based on the foregoing, I intend to participate in the deliberations and in any vote with regard to the disposition of the Warehouse Row Properties. In the event that the circumstances on which I make this decision change, I will determine at such time whether a conflict of interest, or the appearance of a conflict of interest, exists and take appropriate action at that time.

# 58

I request that the City Clerk maintain a copy of this statement with the minutes of this meeting of City Council.

Dated this 15<sup>th</sup> day of August, 2016.

S/Raphael E. Ferris

Raphael E. Ferris

Member of Council"

(See Statement of Conflict of Interest on file in the City Clerk's Office.)

Following the reading of the statement, the matter was concurred in by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

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

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that Council concur in the request of the City Manager as abovementioned. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

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

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that Council concur in the request of the City Manager as abovementioned. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

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

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that Council concur in the request of the City Manager as abovementioned. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

# 60

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

(See Annual Report on file in the City Clerk's Office.)

Council Member Bestpitch moved that the communication be received and filed. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

CELEBRATIONS: A communication from U. S. Senator Mark R. Warner congratulating the City of Roanoke on its recognition as a Tree City USA community by the Arbor Day Foundation, was before the Council.

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that the communication be received and filed. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS:

**BUDGET-GRANTS-COMMONWEALTH'S ATTORNEY:** The Commonwealth Attorney submitted a written communication recommending acceptance of the Multi-Jurisdictional Special Drug Prosecutor Grant from the State Compensation Board; and the City Manager submitted a written communication concurring in the recommendation.

(For full text, see communications on file in the City Clerk's Office.)

Council Member Ferris offered the following resolution:

(#40599-081516) A RESOLUTION authorizing the acceptance of funding for the regional drug prosecutor's office from the Compensation Board of the Commonwealth of Virginia and authorizing the acceptance, execution, and filing of appropriate documents to obtain such funds.

(For full text of resolution, see Resolution Book No. 78, page 401.)

Council Member Ferris moved the adoption of Resolution No. 40599-081516. The motion was seconded by Vice-Mayor Price.

Council Member Ferris commented that the grant had been accepted in 1988 with the cooperation of the surrounding jurisdictions to fund the special drug prosecutor while lending expertise across jurisdictional lines.

There being no further comments by the Council Members, Resolution No. 40599-081516 was adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

# 62

Council Member Ferris offered the following budget ordinance:

(#40600-081516) AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Regional Drug Prosecutor Grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 401.)

Council Member Ferris moved the adoption of Budget Ordinance No. 40600-081516. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

## REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

CITY MANAGER:

BRIEFINGS: NONE.

## ITEMS RECOMMENDED FOR ACTION:

**BUDGET-GRANTS-DOMESTIC VIOLENCE-POLICE DEPARTMENT:** The City Manager submitted a written communication recommending acceptance of the 2017 Virginia Sexual and Domestic Violence Victim Fund Grant from the Virginia Department of Criminal Justice Services to partially fund an existing Sexual Violence Specialist position in the Police Department.

(For full text, see communication on file in the City Clerk's Office.)

Vice-Mayor Price offered the following resolution:

(#40601-081516) A RESOLUTION authorizing acceptance of the Virginia Sexual & Domestic Violence Victim Fund Grant made to the City of Roanoke by the Virginia Department of Criminal Justice Services, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 402.)

Vice-Mayor Price moved the adoption of Resolution No. 40601-081516. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

Vice-Mayor Price offered the following budget ordinance:

(#40602-081516) AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Virginia Sexual and Domestic Violence Victim Fund Grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 403.)

Vice-Mayor Price moved the adoption of Budget Ordinance No. 40602-081516. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

BUDGET-GRANTS-FIRE\EMS: The City Manager submitted a written communication recommending acceptance of a Virginia Department of Fire Programs Training Grant to be used for conference and education assistance to host the 2<sup>nd</sup> Annual Sound the Alarm Summit on September 12 – 14, 2016, at the Sheraton Hotel and Conference Center.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40603-081516) A RESOLUTION accepting the Conference and Education Assistance grant to the City from the Virginia Department of Fire Programs, and authorizing execution of any required documentation on behalf of the City in connection with such grant.

(For full text of resolution, see Resolution Book No. 78, page 404.)

Council Member Bestpitch moved the adoption of Resolution No. 40603-081516. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

Council Member Bestpitch offered the following budget ordinance:

(#40604-081516) AN ORDINANCE appropriating funding from the Commonwealth of Virginia Department of Fire Programs for conference and education assistance to host the Sound the Alarm Conference, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 405.)

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40604-081516. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

**BUDGET-PAVING-TRANSPORTATION:** The City Manager submitted a written communication recommending acceptance of FY2017 Virginia Department of Transportation (VDOT) funds for the paving of Orange Avenue (Route 460) from 10<sup>th</sup> Street, N. W., to Gainsboro Road, N. W.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40605-081516) A RESOLUTION accepting Primary Extension Funds from the Virginia Department of Transportation for the paving of Orange Avenue from 10<sup>th</sup> Street, N. W., to Gainsboro Road, N. W., and authorizing such additional action and execution of any required documents on behalf of the City in connection with such funds under certain conditions.

(For full text of resolution, see Resolution Book No. 78, page 406.)

Council Member Bestpitch moved the adoption of Resolution No. 40605-081516. The motion was seconded by Vice-Mayor Price.

Sherman M. Stovall, Assistant City Manager for Operations, reported that funding was being provided directly from the State, whereas in prior years localities provided funds to maintain primary roads.

Following a brief overview of the Fiscal Year 2016/2017 Paving Contract; Resolution No. 40605-081516 was adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

Council Member Bestpitch offered the following budget ordinance:

(#40606-081516) AN ORDINANCE to appropriate funding from Virginia Department of Transportation for Capital Street Paving projects, amending and reordaining certain sections of the 2016 - 2017 Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 407.)

# 66

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40606-081516. The motion was seconded by Vice-Mayor Price and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

**BERGLUND CENTER:** The City Manager submitted a written communication recommending execution of Amendment No. 1 to the City's contract with C. E. Thurston & Sons, Inc., for pipe insulation services at the Berglund Center.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Ferris offered the following resolution:

(#40607-081516) A RESOLUTION authorizing the City Manager to execute Amendment No. 1 to the City's Contract with C. E. Thurston & Sons, Inc., for pipe insulation services at the Berglund Center.

(For full text of resolution, see Resolution Book No. 78, page 408.)

Council Member Ferris moved the adoption of Resolution No. 40607-081516. The motion was seconded by Council Member Bestpitch.

In response to Council Member Garland's comments about the amended architectural/engineering services, the Assistant City Manager for Operations shared background information, remarking contract, that the Amendment covers additional abatement, which went beyond the scope of work that is necessary.

There being no further comments by the Council Members, Resolution No. 40607-081516 was adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

## COMMENTS OF CITY MANAGER.

The City Manager offered the following comments:

### **Changes to Brush Collection**

- In 2015, the city made changes to its brush collection. To address some confusion about the collection process, the city has simplified instructions for citizens.
- A postcard has been mailed to all Solid Waste customers notifying them of this change to brush collection: If you can pick it up with two hands, put it in your Big Blue trash can. Otherwise, place brush at the curb for weekly pickup.

### **State of the City Address**

- Thursday, September 1, 2016
- Hotel Roanoke, Crystal Ballroom
- 8:00 a.m.
  - This year we will have a different format for the event, with three speakers: The Mayor, Superintendent of Roanoke City Public Schools, and the City Manager will be sharing Roanoke's accomplishments and vision for the future.
  - Registration for the breakfast is through the Roanoke Regional Chamber of Commerce. Attendance at the State of the City Address is free to the public.

### **Upcoming Events:**

- FloydFest presents The Beach Ball: Brian Wilson
- Saturday, August 20, 2016
- Elmwood Park
- 6:30 p.m.
- Parks & Art
  - Saturday, August 27, 2016
  - Elmwood Park
  - 12:00 Noon to 3:00 p.m.
  - Roanoke Symphony Pops Concert
  - This event will be immediately followed by the Deschutes Street Pub Roanoke event from 2:00 p.m. to 10:00 p.m. in Elmwood Park.
- Starcropolis
  - Sunday, September 4, 2016 at the Star on Mill Mountain

CITY ATTORNEY:

BRIDGES: The City Attorney submitted a written report recommending execution of an agreement with Norfolk Southern Railway Company with regard to the Franklin Road Bridge Improvements.

(For full text, see report on file in the City Clerk's Office.)

Council Member Bestpitch offered the following ordinance:

(#40608-081516) AN ORDINANCE authorizing the execution, delivery, and performance of an Agreement between the City of Roanoke, Virginia and Norfolk Southern Railway Company (NS) in connection with the proposed improvements to the Franklin Road Bridge Project (Project); authorizing the acquisition of property rights by the City as needed for the Project and the maintenance, construction, and operation of the Project; authorizing the City Manager to execute such other documents and to take such other actions as necessary or appropriate; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 409.)

Council Member Bestpitch moved the adoption of Ordinance No. 40608-081516. The motion was seconded by Council Member Ferris.

Following comment by the City Attorney, Ordinance No. 40608-081516 was adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

DIRECTOR OF FINANCE:

WESTERN VIRGINIA WORKFORCE DEVELOPMENT BOARD: The Director of Finance presented a written report recommending execution of the First Amended and Restated Fiscal Agent Agreement by and among the City of Roanoke, Workforce Investment Area III Chief Local Elected Officials Consortium, Western Virginia Workforce Development Board, Inc., and Roanoke Valley-Alleghany Regional Commission, to provide for additional duties and responsibilities of the Commission as fiscal agent, for a five-year term, commencing July 1, 2016.

(For full text, see report on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40609-081516) A RESOLUTION authorizing the City Manager to execute the First Amended and Restated Fiscal Agent Agreement dated August 15, 2016, by and among Workforce Investment Area III Chief Local Elected Officials Consortium (Consortium), Western Virginia Workforce Development Board, Inc. (WDB), City of Roanoke, Virginia (Grant Recipient), and Roanoke Valley-Alleghany Regional Commission (Commission) (Restated Agreement); and authorizing execution of such other documents and performance of any other actions deemed necessary to effectuate, deliver, perform, administer, and enforce the Restated Agreement.

(For full text of resolution, see Resolution Book No. 78, page 410.)

Council Member Bestpitch moved the adoption of Resolution No. 40609-081516. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

#### REPORTS OF COMMITTEES:

BUDGET-SCHOOLS: The Roanoke City School Board submitted a written report requesting appropriation of funds for various education programs; and the Director of Finance submitted a written report recommending that Council concur in the request.

(For full text, see reports on file in the City Clerk's Office.)

Council Member Bestpitch offered the following budget ordinance:

(#40610-081516) AN ORDINANCE to appropriate funding from the Federal Government grants and the Schools general funds for various educational programs, amending and reordaining certain sections of the 2016 - 2017 School Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 412.)

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40610-081516. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

UNFINISHED BUSINESS:

INTRODUCTION AND CONSIDERATION OF ORDINANCE AND RESOLUTIONS:

YOUTH-SCHOOLS-VIRGINIA MUNICIPAL LEAGUE: Vice-Mayor Price offered the following resolution recognizing the importance of early childhood education to children's future success in school and in life:

(#40611-081516) A RESOLUTION supporting Early Childhood Education.

(For full text of resolution, see Resolution Book No. 78, page 413.)

Vice-Mayor Price moved the adoption of Resolution No. 40611-081516. The motion was seconded by Council Member Bestpitch.

Following remarks by Vice-Mayor Price in recognizing the preschool initiative measure, Resolution No. 40611-081516 was adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

MOTION AND MISCELLANEOUS BUSINESS: NONE.

At 3:06 p.m., Mayor Lea declared the Council meeting in recess until 7:00 p.m., for a Closed Meeting in the Council Conference Room, Room 451, Noel C. Taylor Municipal Building.

At 7:00 p.m., the Council meeting reconvened in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, with Mayor Sherman P. Lea, Sr., presiding.

**PRESENT:** Council Members John A. Garland, Anita J. Price, William D. Bestpitch, Michelle L. Dykstra, Raphael E. Ferris and Mayor Sherman P. Lea, Sr.-6.

**ABSENT:** Council Member David B. Trinkle-1.

The Mayor declared the existence of a quorum.

The Invocation was delivered by Mayor Lea.

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

**COUNCIL:** With respect to the Closed Meeting just concluded Council Member Dykstra moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Vice-Mayor Price and adopted by the following vote:

**AYES:** Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

**NAYS:** None-0.

(Council Member Trinkle was absent.)

#### **PRESENTATIONS AND ACKNOWLEDGEMENTS:**

**YOUTH-ACTS OF ACKNOWLEDGEMENT:** Mayor Lea recognized Tavia Sturgill, Virginia State Youth of the Year for the Boys and Girls Club of America, as the Virginia Youth of the Year by Boys & Girls Clubs of America.

Following remarks by the Mayor, Ms. Sturgill was presented a City gift.

**POLICE-ACTS OF ACKNOWLEDGEMENT:** Officer Joshua Johnson gave a presentation in connection with the Lea Outdoor Basketball League.

Officer Johnson presented gifts to staff and participants of the Basketball League.

## PUBLIC HEARINGS:

CITY-OWNED PROPERTY–LEASES-REGISTRAR: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, August 15, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider adopting an ordinance for the relocation of the central absentee voter precinct within the City, as authorized by the provisions of Sections 24.2-306 and 24.2-712, Code of Virginia (1950), as amended, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Wednesday, July 27, 2016 and Wednesday, August 3, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Attorney submitted a written report recommending adoption of the proposed Ordinance.

(See copy of report on file in the City Clerk's Office.)

Council Member Bestpitch offered the following DRAFT July 27, 2016 Ordinance:

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

Council Member Bestpitch moved the adoption of the Draft Ordinance. The motion was seconded by Council Member Ferris.

The Mayor inquired if there were persons present who wished to speak on the matter. There being none, he declared the public hearing closed.

The City Attorney citing that the draft measure mentions a public hearing was held on July 21, 2016, which was not heard by the Council due to lack of agenda items; therefore, a revised ordinance has been presented with a corrected public hearing date which is considered to be a technical matter.

Mr. Callahan further remarked that the Registrar's Office has already relocated to 317 Kimball Avenue, N. E.

Following remarks by the City Attorney, Council Member Bestpitch offered a substitute motion to adopt the revised ordinance. The motion was seconded by Council Member Ferris and adopted.

Council Member Dykstra offered the following revised ordinance in its entirety:

(#40612-081516) AN ORDINANCE amending and reordaining Section 10-16, Central absentee voter precinct, Article II, Election Districts; Voting Precincts and Polling Places, Chapter 10, Elections, of the Code of the City of Roanoke (1979) as amended, to relocate the central absentee voter precinct; providing for an effective date; and dispensing with the second reading of this ordinance by title.

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

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

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

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

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

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

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

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

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

Article II - Election District; Voter Precincts and Polling Places

\*\*\*

Sec. 10-16. Central absentee voter precinct.

- (a) In accordance with Section 24.2-712 of the Code of Virginia (1950), as amended, a central absentee voter precinct is hereby established at the office of the General Registrar, 317 Kimball Avenue, N. E., Roanoke, Virginia, at which all absentee ballots will be received, counted, and recorded for all elections held in the city.
- (b) The City Manager is hereby authorized and directed to provide the electoral board with adequate and sufficient room and office space within the office of the General Registrar, 317 Kimball Avenue, N. E., Roanoke, Virginia, for the purposes of the central absentee voter precinct, which space when used for purposes of elections held in the city, shall be under the management and control of the electoral board.

2. A copy of this Ordinance shall be recorded in the official minutes of City Council. The City Clerk and the City Manager are authorized to take all actions necessary to comply with all applicable requirements of state code, including, without limitations, Sections 24.2-306(C) and 24.2-712(A), Code of Virginia (1950) as amended.

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

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

(See Ordinance Book No. 78, page 414.)

Council Member Dykstra moved the adoption of Ordinance No. 40612-081516, as amended. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

**CITY-OWNED PROPERTY–LEASES-MILL MOUNTAIN:** Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, August 15, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, on a proposal of the City of Roanoke to lease City-owned property, designated as portions of Official Tax Map Nos. 4070507, 4070521, and 4060505, to the Blue Ridge Zoological Society of Virginia, Inc., the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Thursday, August 4, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Manager submitted a written report recommending execution of a new lease with the Blue Ridge Zoological Society of Virginia, Inc., for a period of one year, subject to up to four additional one-year term renewals upon mutual agreement of the parties, retroactive to July 1, 2016.

(For full text, see report on file in the City Clerk's Office.)

Council Member Ferris offered the following ordinance:

(#40613-081516) 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.

(For full text of ordinance, see Ordinance Book No. 78, page 416.)

Council Member Ferris moved the adoption of Ordinance No. 40613-081516. The motion was seconded by Council Member Dykstra.

Following discussion regarding the lease, the City Manager commented that the Administration will work with the Zoo representatives regarding changes in the lease.

Lucy Cook, Executive Director, Mill Mountain Zoo, appeared before the Council in support of the lease agreement; and shared information on the status of upgrades to the Zoo.

(See copy of document on file in the City Clerk's Office.)

The Mayor inquired if there were persons present who wished to speak on the matter. There being none, he declared the public hearing closed.

There being no comments and/or questions by the Council Members, Ordinance No. 40613-081516 was adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

SCHOOLS-ZONING: The City Clerk having advertised a public hearing for Monday, May 16, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of the Roanoke City School Board to amend the Planned Unit Development Plan and conditions proffered as part of a previous rezoning at 2102 Grandin Road, S. W., bearing Official Tax Map No. 1460101, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Tuesday, July 26, 2016 and Tuesday, August 2, 2016.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Planning Commission submitted a written report recommending approval of the rezoning request, finding that the Amended Application No. 2, as amended at the City Planning Commission hearing on August 8, 2016, and subsequently submitted an Amended Application No. 3, is consistent with the City's Comprehensive Plan, *Grandin Court Neighborhood Plan* and Zoning Ordinance as the changes to the Plan and proffered conditions will allow the property and facilities to be used in a more expansive manner appropriate to the surrounding area.

(For full text, see report on file in the City Clerk's Office.)

Council Member Ferris offered the following ordinance:

(#40614-081516) AN ORDINANCE to amend a Planned Unit Development Plan and conditions proffered as part of a previous rezoning of certain property located at 2102 Grandin Road, S. W., bearing Official Tax Map No. 1460101; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 418.)

Council Member Ferris moved the adoption of Ordinance No. 40614-081516. The motion was seconded by Council Member Bestpitch.

Richard Rife, Partner, Rife Wood Architects, appeared to Council on behalf of the City of Roanoke School Board, regarding the proposed proffers.

The Mayor inquired if there were persons present who wished to speak on the matter; whereupon the following persons spoke:

Chris Bryant, 1315 Sewell Lane, S. W., spoke about the noise being heard, and his opposition against proffers 3, 4, and 8 to extend the general uses of the stadium.

Kit Hale, 2222 Blenheim Road, S. W., appeared before the Council and spoke in favor of the proffers

Dan Foutz, 3002 Guilford Drive, S. W., appeared before the Council and spoke in favor of the proffers.

Robin Smelter, 2636 Robin Hood Road, S. W., appeared before the Council and spoke in favor of the proffers.

Mary Barnes, 2314 Rosalind Avenue, S. W., appeared before the Council and spoke in favor of the proffers.

Patricia Sheedy, 3598 Cedar Lane, S. W., appeared by the Council and spoke in favor of the proffers.

Paul Kelly, 1711 Blair Road, S. W., appeared before the Council and spoke in favor of the proffers.

There being no further speakers, the Mayor declared the public hearing closed.

Following extensive dialogue regarding the proffers, Ordinance No. 40614-081516 was adopted by the following vote:

AYES: Council Members Garland, Price, Bestpitch, Dykstra, Ferris and Mayor Lea-6.

NAYS: None-0.

(Council Member Trinkle was absent.)

## HEARING OF CITIZENS UPON PUBLIC MATTER:

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.

PARKS: The following individuals appeared before the council to voice complaints pertaining to Dr. Pepper Park:

Jeff Vanke, 2202 Richelieu Avenue, S. W.; appeared before the Council to urge the Council to keep neighborhoods as is.

Temple Newbold, 2833 Avenham Avenue, S. W., appeared before the Council and expressed concern regarding the level of noise generated during the concerts.

(See statement on file in the City Clerk's Office.)

Holly Newbold, 1261 Hamilton Terrace, S. W., appeared before the Council to reiterate ongoing concerns regarding excessive sound in Dr. Pepper Park.

(See statement on file in the City Clerk's Office.)

Stuart Israel, 1510 Kenwood Boulevard, S. E., appeared before the Council in support of the events held in Dr. Pepper Park.

Adam Rutledge, 120 Blue Bird Lane, Fincastle, appeared before the Council in support of concerts held in Dr. Pepper Park.

Mike Garst, 4484 Stonewall Road, N. W., appeared before the Council in support of concerts held in Dr. Pepper Park.

Sami Cilek, 436 Walnut Avenue, S. E.; appeared before the Council in support of concerts held in Dr. Pepper Park.

Aaron Ewert, 2410 Cornwallis Avenue, S. E., appeared before the Council in support of concerts held in Dr. Pepper Park.

Mary Newbold, 2833 Avenham Avenue, S. W., appeared before the Council and urged the Council to seek a compromise.

(See statement on file in the City Clerk’s Office.)

TOWING: Tim Meadows, 3219 Garden City Boulevard, S. E., appeared before the Council to urge the City to postpone execution of a towing contract with Roanoke County.

Council Member Ferris commented that the contract was being taken under advisement, adding that the City will comply with the terms and conditions of the contract. He also called attention to the new collision center, located in Roanoke County; adding that the governing bodies were working to resolve various issues and the Senior Assistant City Attorney was working on a solution.

TOWING: David Williamson, 302 Washington Avenue, S.E., appeared before the Council and spoke about the proposed contract for towing vehicles, and asked the City Manager to work with the City Attorney to investigate the matter of public safety.

Council Member Garland hoped that the abovementioned comments could be responded to as well as reaching a compromise, adding his goal was to have extensive dialogue to address specific concerns.

Without objection, the Mayor referred the abovementioned remarks to the City Manager and asked that information be also provided to Council Member Garland.

There being no further business, to come before the Council Mayor Lea declared the regular meeting adjourned at 9:21 p.m.

A P P R O V E D

ATTEST:

Stephanie M. Moon Reynolds, MMC  
City Clerk

Sherman P. Lea, Sr.  
Mayor

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## ROANOKE CITY COUNCIL-REGULAR SESSION

September 6, 2016

9:00 a.m.

The Council of the City of Roanoke met in regular session on Tuesday, September 6, 2016, at 9:00 a.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Mayor Sherman P. Lea, Sr., presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 40579-070516 adopted by the Council on Tuesday, July 5, 2016.

PRESENT: Council Members Anita J. Price, David B. Trinkle, William D. Bestpitch, Michelle L. Dykstra, Raphael E. Ferris, John A. Garland and Mayor Sherman P. Lea, Sr.-7.

ABSENT: None-0.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Christopher P. Morrill, City Manager; Daniel J. Callaghan, City Attorney; Barbara A. Dameron, Director of Finance; and Stephanie M. Moon Reynolds, City Clerk.

## ITEMS FOR ACTION:

CITY COUNCIL: A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

(See communication on file in the City Clerk's Office.)

Council Member Bestpitch moved that Council concur in the request of the Mayor as abovementioned. The motion was seconded by Council Member Trinkle and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

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

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

At 9:03 a.m., the Mayor declared the Council meeting in recess for the convening of a Legislative Committee meeting in the Council Chamber, with Council Member Raphael E. Ferris, Chairman, presiding.

At 11:00 a.m., the Council Meeting was reconvened in the Council Chamber, with Mayor Lea presiding, and all Members of the Council in attendance. He called attention to the following briefings:

**BRIEFINGS:**

**Parks and Recreation Master Plan Update**

R. Brian Townsend, Assistant City Manager for Community Development; and Michael Clark, Director, Parks and Recreation briefed the Council on changes and progress of the Parks and Recreation Master Plan, noting that the focus was to renovate and upgrade City-owned facilities. Mr. Clark highlighted the following information:

**Previously Completed Projects:**

- Restroom & Shelter Upgrades at Wasena, Fallon, Golden, Melrose, Smith, and Jackson
- New Shelters at Huff Lane, Fishburn, Bowman, and Perry
- New Greenway Trailhead at Bridge Street
- New Dog Park at Thrasher
- Dog Park and Roadway Improvements at Highland
- New Disc Golf Course at Highland
- New Trail Fitness Equipment and Youth Practice Field at Washington
- Developed a new park at Countryside
- Playground replacements at Bowman, Fallon, Highland, Perry, Melrose, Huff Lane, Lakewood, Washington, and Golden
- New playground at Elmwood
- Created phase III of the lick run greenway
- Hardcourt improvements at Sunrise, Huff Lane, Perry, Melrose, Golden, and Jackson
- Athletic lighting upgrades for Rivers Edge Sports Complex
- Total investment of approximately \$5,600,000.00 (including FY16)

## **Update Summary 2016:**

- Additional Playground Replacements
  - Completed: Eureka, Norwich, Morningside
  - To be Completed: Smith (October 2016)
- Park Improvements
  - Completed: Huff Lane and Fishburn
- Tennis Court Improvements
  - Completed: New Courts at Rivers Edge Park-North
  - To be Completed: Repairs to Rivers Edge Tennis-South (October 2016)
- Restroom and Shelter Improvements
  - Completed: Strauss and East Gate
  - To be Completed: Thrasher (October 2016)
- Sports Lighting Improvements
  - Completed: Maher Field

## **Looking Forward in FY17**

- Rivers Edge Sports Complex-North Phase I Improvements

## **Master Plan FY-17 and Beyond**

- Tinker Creek Greenway Phase II
  - Connect from Fallon Park to Masons Mill Park & RCIT
- Continue to Improve Existing Park Facilities
  - TBD: Neighborhood, Community, and Regional Parks
- Outdoor Pool Improvements
  - Fallon and Washington Parks
  - Capital Maintenance
- Indoor Recreation Space
  - Recreation Center Feasibility Study

(See copy of presentation on file in the City Clerk's Office.)

Mr. Clark explained that the first phase of the Rivers Edge Sports Complex improvements included the addition of two synthetic turf fields and renovation of the current parking lot by completing ADA improvements making it more accessible and striping lines so that people can park in an orderly fashion.

He further explained that based on previous Master Plans, the number deficit of rectangular fields fluctuates, but based on participation and field rentals, the synthetic turf allows for four times the play compared to a natural turf field, this helps the deficit quite a bit. He noted the goal was to move the rentals from Rivers Edge South over to synthetic fields in an effort to reestablish the turf for play and tournaments.

Mr. Clark advised that the City had close to 70 parks, some dating back to 1914, that have to continually be updated, adding the two City pools (Fallon Park and Washington Park), built in 1972 and 1976 respectively, have structural issues and must be made usable and sustainable.

Regarding the lack of indoor recreation space, Mr. Clark stated that in the last three Master Plans, dating back to 2000, the need for indoor space was addressed based on program use. He noted that a feasibility study was needed to study all of the City's existing facilities to determine which could be rehabilitated and expanded or renovated, as well as, where to build new facilities. He further noted that the Choice Neighborhoods Grant does include a new joint recreation facility to be located at Hurt Park between the City of Roanoke and Roanoke City Public Schools.

The City Manager interjected that recreation at Rivers Edge supports the Roanoke Innovation Corridor with respect to a greenway connection between the Virginia Tech Carilion Research Institute innovation campus and Roanoke Memorial Hospital.

Council Member Bestpitch commented on the new tennis courts at Rivers Edge and asked if the adjacent gravel lot would be paved; whereupon, Mr. Clark advised that it would be consistent with what was done to the other parking areas, but was unsure if it would be paved based on stormwater regulations.

He further inquired as to the timeline for Phase II of the project; whereupon, Mr. Townsend advised that commitments for later phases of the Master Plan would have to be reviewed, but the next contractual commitment would be Phase II of the Tinker Creek Greenway.

In response to inquiry from Council Member Bestpitch with regard to pool improvements, Mr. Clark indicated that the same improvements at Fallon Park would have to be done at Washington Park, which improvements were underground to keep the pool functional.

Following discussion with regard to indoor recreation centers, Vice-Mayor Price inquired if the Grandin Recreational Center could be repainted, noting it's usage for programs had increased.

Vice-Mayor Price added that the list of projects was impressive and encouraging and asked about the status of the permanent restroom facility at Countryside Park and the tennis courts at Washington Park; whereupon, Mr. Townsend advised that the City was trying to interest the developer in collaborating on the completion of the restrooms as a benefit for both soccer and tennis locations. He assured the Council that the restroom facility remains a priority.

With regard to the status of the tennis courts on Burrell Street, N. W., Mr. Clark advised that an assessment of all the tennis courts in the park area needed to be completed; and the City planned to engage the neighborhood in discussion regarding appropriate uses, sometime in 2017.

Mr. Townsend added that based on the Master Plan for Washington Park, the ranking called for a repurposing of the tennis courts.

In response to question posed by Council Member Trinkle about possible parking spots for tennis facilities at Rivers Edge, Mr. Townsend responded parking spots will be determined by the demand. As ongoing discussion ensued regarding athletic fields and future facilities for basketball, Council Member Garland asked on reference to Fishburn Park and Villa Heights, if the design would be completed in-house; whereupon, Mr. Clark advised that the preliminary design was completed by the City's landscape architect and a design build would be used for the synthetic turf fields and the parking lot.

Mr. Garland further inquired if the former Villa Heights Recreation Center could be used as additional indoor recreation space; whereupon, Mr. Clark replied the Villa Heights building was not an option for indoor recreational space because it was a house and divested from the system in 2006.

Council Member Dykstra asked about the status of the skateboard facility at Wasena Park; whereupon, Mr. Clark advised that the City was working with partners regionally and it was on the list of needs to address. He noted that the City was aware that the facility was dated and the most enjoyable amenities had been removed.

There being no further questions and/or comments by the Council Members, Mayor Lea expressed appreciation to Mr. Clark for the presentation.

### **City Property Disposition Process**

R. Brian Townsend, Assistant City Manager for Community Development, Wayne Bowers, Director, Economic Development; and Rob Ledger, Manager, Economic Development, distributed information with regard to City-owned property sold from 2008 to the present as well as City-owned property currently available for sale.

(See copy of presentation on file in the City Clerk's Office.)

Mr. Bowers shared a brief history of City-owned property, underused property and City-owned properties for sale and the current status of each. Mr. Ledger pointed out that a proposal on the former Villa Heights Recreation Center property was currently pending; adding that the City was not currently marketing the Williamson Road and Elm Avenue parking lot or the 120 Church Avenue surface lot.

Mr. Bowers commented about the additional properties that the City had chosen not to market, such as the Washington Park Cottage, the Fishburn Cottage, as well as the Henry Street parking lot, consisting of approximately 14 parcels, located across from the new culinary institute site.

In response to an inquiry by Council Member Bestpitch as to why the Coyner Springs, Budget Car Rental, Fire Station No. 1 and Fire Station No. 6 properties were not listed on the Economic Development website as marketable properties; adding that all the properties should be listed on the website for transparency purposes and to let the public know that the City has surplus property that may be appropriately developed at some point. Mr. Bowers agreed to research the matter and provide a response to the Council.

As full disclosure on the Henry Street property, Mr. Bowers advised that a lease with the Higher Education Center for parking purposes was inherited from the Roanoke Redevelopment and Housing Authority, which is month to month, and the City would have to work with the Roanoke Higher Education Authority on that property.

Council Member Garland commented about the Fishburn Cottage and the area of Gainsboro behind the Boys and Girls Club that could be marketed and developed into something great to promote economic development into a neighborhood that has been underserved.

Council Member Trinkle expressed his concern regarding transparency of the process, the lack of a list of future buildings that may come on the market, adding that some buildings are a visible part of Roanoke, that the Council should lean towards renting, which could be done with tax credits, similar to the Jefferson Center, the Market Building, and Fire Station No. 1.

He was in favor of leasing Fire Station No. 1, a very valuable piece of Roanoke history, which won an award in 2010 for preservation work on the steeple and the City hosted President Obama in front of the building, and hopes there is a win-win option in the rental market and a way for people to use it and enjoy the historic feeling of the building.

Council Member Dykstra asked how the City approaches unsolicited proposals from developers on City-owned property currently not for sale; whereupon, Mr. Bowers advised that a standard proposal sheet would have to be completed; the matter is then discussed with the Planning Building and Development Department to ensure there are no restrictions on the property, and with the Council's approval a request for proposal is advertised.

Mr. Townsend denoted that all city departments are made aware of the proposal for feedback and then present the proposal to the Council; and based upon interest, make the public aware of the unsolicited proposal and allow time for additional proposals on the property.

Following additional discussion regarding the matter, Mayor Lea thanked the Economic Development staff and advised that the briefing would be received and filed.

## **Colonial Avenue Improvement Project**

The City Manager advised that because of Virginia Western Community College's success in securing funding for new buildings, improvements in traffic flow on Colonial Avenue were critical.

Phillip Schirmer, City Engineer advised that the planning for the Colonial Avenue improvements had been ongoing for about eighteen months and the City was approached by Virginia Western Community College leadership with fairly significant plans for expansion of the community college that included a new STEM (Science, Technology, Engineering and Math) building and parking deck and felt that it would be a great opportunity to make that segment of Colonial Avenue through the campus feel more connected to the campus rather than an arterial highway.

He further advised that the challenges were multifaceted in an effort to try to make the road more campus friendly as well as safe for roadway users, campus users, bikes and pedestrians; and in taking all of that into consideration, a plan has been reviewed that would incorporate bike lanes, greenway connections, an educational district and it was sustainable and beautiful, fully funded at \$6.5 million with the City of Roanoke providing \$2.5 million.

He introduced key players in the project, Lisa Ridpath, Chief Financial Officer, Virginia Western Community College and Priscilla Cygielnik, Civil Engineer II, City of Roanoke.

Mr. Schirmer and Daniel Hyer, Civil Engineer, Line + Grade highlighted the following information:

### **Project Goal**

- Project Goal:
  - Create a modern transportation corridor in harmony with the VWCC Campus with an eye toward sustainability and connectivity.
- Recurring Themes:
  - Pedestrian Safety
  - Maintain a Median throughout (Create an collegiate identity along entire corridor)

- Roundabout at Overland and Colonial is "desired" by VWCC
- Envision the Corridor as it "should be" (Opportunity to Reimagine)
- Campus Feel to the Corridor
- Mindful of Night-Time Users
- Provide a Gateway Feature
- Sustainability
- Four Scenarios Explored:
  - ALT A: Single Lane Roundabout at Overland Road and McNeil Drive
  - ALT B: Double Lane Roundabout at Overland Road with Roundabout at McNeil
  - ALT C: Signalized Intersection at Overland Road with Roundabout at McNeil
  - ALT D: Signalized Intersection at Overland Road and McNeil Drive
- Closing the McNeil Entrance to VWCC Campus and installing a single lane roundabout or signalized intersection at Colonial/Overland degrade LOS to a level F in at least 1 direction during AM/PM peak hours
- SUMMARY: Alternatives Band Dare viable for Colonial Avenue from a Traffic Perspective
- Concept Plan for Colonial Avenue
- Design Adjustments at Overland Road
- Approximate ROW Needs (from VWCC) at Overland Road
- Design Adjustments at McNeil Drive
- Approximate ROW Needs (from VWCC) at McNeil Drive

(For full text, see copy of presentation on file in the City Clerk's Office.)

Council Member Garland inquired if the project limit was at Overland Road or towards the Towers Shopping Center area; whereupon, Mr. Schirmer replied in the affirmative as well as 400 feet to tie in the improvements pass that area.

In response to Council Member Trinkle's concern regarding the flow of traffic off of Persinger Road merging onto Colonial Avenue and his question whether the roundabout would help or hinder the traffic flow; whereupon, Mr. Hyer acknowledged that the roundabout would not hinder nor improve the traffic flow in the area, but the traffic through the Colonial Avenue corridor would flow more seamlessly since the traffic lights would be removed and the traffic at the intersection at Overland Drive would improve by 25 percent or more, including school bus traffic.

Following extensive discussion regarding the improvements on Colonial Avenue, Mayor Lea expressed appreciation to Messrs. Schirmer and Hyer for the presentation.

At 1:12 p.m., the Mayor declared the Council Meeting in recess for a Closed Meeting in Council's Conference Room, Room 451, and thereafter to be reconvened at 2:00 p.m., in the Council Chamber.

At 2:00 p.m., the Council meeting reconvened in the Council Chamber, with Mayor Lea presiding.

**PRESENT:** Council Members Anita J. Price, David B. Trinkle, William D. Bestpitch, Michelle L. Dykstra, Raphael E. Ferris, John A. Garland and Mayor Sherman P. Lea, Sr.-7.

**ABSENT:** None-0.

The Mayor declared the existence of a quorum.

**OFFICERS PRESENT:** Christopher P. Morrill, City Manager; Daniel J. Callaghan, City Attorney; Barbara A. Dameron, Director of Finance; and Stephanie M. Moon Reynolds, City Clerk.

The Invocation was delivered by The Reverend Kathy O'Keeffe, Pastor, Kingdom Life Ministries International.

Mayor Lea called for a Moment of Silence in memory of the late Gus Pappas, Roanoke's Hot Dog King and former owner of the Roanoke Weiner Stand, who passed on Friday, August 26. He instructed the City Attorney to prepare the appropriate resolution memorializing Mr. Pappas for presentation at a future Council Meeting.

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

#### **PRESENTATIONS AND ACKNOWLEDGEMENTS:**

**DECEASED PERSONS:** Council Member Bestpitch offered the following resolution as a means of recording the City Council's deepest regret and sorrow at the passing of Joel Willis Richert:

(#40615-090616) A RESOLUTION memorializing the late Joel Willis Richert, longtime resident, historian, and neighborhood activist for the Old Southwest neighborhood.

(For full text of resolution, see Resolution Book No. 78, page 420.)

Council Member Bestpitch moved the adoption of Resolution No. 40615-090616. The motion was seconded by Council Member Garland.

Following sincerest condolences and recognition by the Council, Resolution No. 40615-090616 was adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Mayor Lea presented a ceremonial copy of Resolution No. 40615-090616 to Mr. Richert.

HEARING OF CITIZENS UPON PUBLIC MATTERS: NONE.

#### CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda are considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion were desired, the item would be removed from the Consent Agenda and considered separately. He called attention to a request for a public hearing from the City Manager.

MINUTES: Minutes of the regular meetings of the Council held on Monday, June 6, 2016; Monday, June 20, 2016; Tuesday, July 5, 2016; and Monday, July 18, 2016, were before the body.

(See Minutes on file in the City Clerk's Office.)

Council Member Trinkle moved that the reading of the minutes be dispensed with and approved as recorded. The motion was seconded by Council Member Dykstra adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY: A communication from the City Manager requesting that Council schedule a public hearing for Monday, October 3, 2016 at 2:00 p.m., or as soon thereafter as the matter may be heard, or as such later date and time as the City Manager may determine, to consider issuing general obligation support of financing by the Western Virginia Regional Industrial Facility Authority, was before the body.

(See communication on file in the City Clerk's Office.)

# 90

Council Member Trinkle moved that Council concur in the request of the City Manager as abovementioned. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

HUMAN SERVICES: A communication from the City Clerk advising of the resignation of James T. Weber as a member of the Human Services Advisory Board, effective immediately, was before the Council.

(See communication on file in the City Clerk's Office.)

Council Member Trinkle moved that the resignation be accepted and the communication be received and filed. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

LIBRARIES: A communication from the Assistant City Manager for Community Development transmitting a report regarding the Library System Statistics for Fiscal Year 2016, was before the Council.

(See communication on file in the City Clerk's Office.)

Council Member Trinkle moved that the communication be received and filed. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

ANNUAL REPORTS-ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY: Annual Report of the Roanoke Redevelopment and Housing Authority of the City of Roanoke for Fiscal Year commencing July 1, 2015 to June 30, 2016, was before the Council.

(See Annual Report on file in the City Clerk's Office.)

Council Member Trinkle moved that the Annual Report be received and filed. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

OATHS OF OFFICE-ARCHITECTURAL REVIEW BOARD-ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY-MILL MOUNTAIN ADVISORY BOARD-YOUTH SERVICES CITIZEN BOARD-FAIR HOUSING BOARD: Reports of qualification of the following individuals were before the Council:

John Missell as a member of the Architectural Review Board ending October 1, 2016; and for an additional four-year term of office ending October 1, 2020;

Duane R. Smith and Edward Garner as Commissioners of the Roanoke Redevelopment and Housing Authority for four-year terms of office, each, ending August 31, 2020;

David Perry as a member of the Mill Mountain Advisory Board for a three-year term of office ending June 30, 2019;

Lorena Wilson as a Citizen at Large representative of the Youth Services Citizen Board for a three-year term of office ending June 30, 2019; and

Stephen Grammer as a member of the Fair Housing Board for a term of office ending March 31, 2019.

(See Oaths or Affirmations of Office on file in the City Clerk's Office.)

Council Member Trinkle moved that the reports of qualification be received and filed. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

## REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS:

**BUDGET-GRANTS-VICTIM WITNESS PROGRAM:** The Commonwealth's Attorney submitted a written communication recommending acceptance of the Victim/Witness Program Grant for Fiscal Year 2016 – 2017; and the City Manager submitted a written communication concurring in the recommendation.

(For full text, see communications on file in the City Clerk's Office.)

Council Member Ferris offered the following resolution:

(#40616-090616) A RESOLUTION authorizing acceptance of a Victim/Witness Assistance Program grant from the Commonwealth of Virginia Department of Criminal Justice Services, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 422.)

Council Member Ferris moved the adoption of Resolution No. 40616-090616. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Council Member Ferris offered the following budget ordinance:

(#40617-090616) AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Victim Witness Program Grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 423.)

Council Member Ferris moved the adoption of Budget Ordinance No. 40617-090616. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

REPORTS OF CITY OFFICERS AND COMMENTS OF CITY MANAGER:

CITY MANAGER:

BRIEFINGS:

**Public Art Work Plan – FY2017:**

ROANOKE ARTS COMMISSION: Susan Jennings, Public Arts Coordinator, appeared before the Council and gave a brief overview and highlighted the following items for recommendation by the Commission:

Art on the Bus  
AIR in Elmwood  
Purchase *Descending Night*  
Summary

(For full text, see copy of presentation on file in the City Clerk's Office.)

In conclusion, Ms. Jennings requested that the Council concur in the Roanoke Arts Commission Public Art Work Plan for Fiscal Year 2017.

Following accolades from the Members of Council regarding the presentation, Council Member Bestpitch suggested that during the Annual Workshop on September 23, the Council discuss ways to make the One Percent for the Arts consistent.

There being no further discussion, Council Member Trinkle moved that Council concur in the recommendation of the Roanoke Arts Commission Public Art Work Plan for Fiscal Year 2017. The motion was seconded by Council Member Bestpitch and unanimously adopted.

## **Roanoke Innovation Corridor:**

As part of his overview of the Roanoke Innovation Corridor, the City Manager highlighted the City's vision for the area on South Jefferson Street and Reserve Avenue.

(See copy of presentation on file in the City Clerk's Office.)

Following comments by the Mayor and Council Members, the Mayor advised that the presentation would be received and filed.

### ITEMS RECOMMENDED FOR ACTION:

**BUDGET-GRANTS-POLICE-SHERIFF:** The City Manager submitted a written communication recommending acceptance and appropriation of funds received from the United States Department of Justice for the FY 2017 Bulletproof Vest Partnership Grant Award for use by the Police and Sheriff's Departments.

(For full text, see communication on file in the City Clerk's Office.)

Vice-Mayor Price offered the following resolution:

(#40618-090616) A RESOLUTION authorizing the acceptance of the FY17 Bulletproof Vest Partnership Grant Award made to the City by the United States Department of Justice, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 424.)

Vice-Mayor Price moved the adoption of Resolution No. 40618-090616. The motion was seconded by Council Member Trinkle and adopted by the following vote:

**AYES:** Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

**NAYS:** None-0.

Council Member Trinkle offered the following budget ordinance:

(#40619-090616) AN ORDINANCE to appropriate funding from the Federal government, Department of Justice, for the Bulletproof Vest Partnership Grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 425.)

Council Member Trinkle moved the adoption of Budget Ordinance No. 40619-090616. The motion was seconded by Vice-Mayor Price and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

BUDGET-GRANTS-POLICE-BICYCLES: The City Manager submitted a written communication recommending acceptance and appropriation of funds from the United States Department of Justice for the FY 2016 Edward Byrne Memorial Justice Assistance Grant to support the Roanoke City Police Department bicycle patrol program.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40620-090616) A RESOLUTION authorizing the acceptance of a grant from the FY 2016 Edward Byrne Memorial Justice Assistance Grant Program made to the City of Roanoke by the United States Department of Justice; and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 426.)

Council Member Bestpitch moved the adoption of Resolution No. 40620-090616. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Council Member Bestpitch offered the following budget ordinance:

(#40621-090616) AN ORDINANCE to appropriate funding from the Federal government, Department of Justice, for the Byrne Memorial Justice Assistance Grant (JAG) Program, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 427.)

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40621-090616. The motion was seconded by Council Member Dykstra adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

BUDGET-GRANTS-TRAFFIC: The City Manager submitted a written communication recommending acceptance and appropriation of funds from the Virginia Department of Motor Vehicles for the 2017 Traffic Safety (Selective Enforcement-Alcohol) Grant to be used for traffic enforcement targeting alcohol impaired drivers.

(For full text, see communication on file in the City Clerk's Office.)

Vice-Mayor Price offered the following resolution:

(#40622-090616) A RESOLUTION authorizing the acceptance of the 2017 Department of Motor Vehicles Traffic Safety (Selective Enforcement - Alcohol) Grant to the City from the Virginia Department of Motor Vehicles, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 428.)

Vice-Mayor Price moved the adoption of Resolution No. 40622-090616. The motion was seconded by Council Member Trinkle and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Vice-Mayor Price offered the following budget ordinance:

(#40623-090616) AN ORDINANCE to appropriate funding from the U.S. Department of Transportation through the Commonwealth of Virginia Department of Motor Vehicles for an alcohol enforcement traffic safety grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 429.)

Vice-Mayor Price moved the adoption of Budget Ordinance No. 40623-090616. The motion was seconded by Council Member Trinkle and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

BUDGET-GRANTS-TRAFFIC: The City Manager submitted a written communication recommending acceptance and appropriation of funds from the Virginia Department of Motor Vehicles for the 2017 Traffic Safety (Selective Enforcement-Speed) Grant to be used for traffic enforcement targeting drivers who are speeding.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40624-090616) A RESOLUTION authorizing the acceptance of the 2017 Department of Motor Vehicles Traffic Safety (Selective Enforcement - Speed) Grant to the City from the Virginia Department of Motor Vehicles, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 430.)

Council Member Bestpitch moved the adoption of Resolution No. 40624-090616. The motion was seconded by Council Member Garland.

Following comments by Council Member Bestpitch regarding excessive speeding through the Old Southwest neighborhood, and his request for enforcement of the speed limit, Resolution No. 40624-090616 was adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Council Member Bestpitch offered the following budget ordinance:

(#40625-090616) AN ORDINANCE to appropriate funding from the U. S. Department of Transportation through the Commonwealth of Virginia Department of Motor Vehicles for a speed enforcement traffic safety grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 431.)

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40625-090616. The motion was seconded by Council Member Trinkle and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

BUDGET-GRANTS-TRAFFIC-BICYCLES: The City Manager submitted a written communication recommending acceptance and appropriation of funds from the Virginia Department of Motor Vehicles for the 2017 Traffic Safety (Selective Enforcement-Pedestrian Bicycle Safety) Grant to be used for traffic enforcement targeting pedestrian bicycle safety.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Dykstra offered the following resolution:

(#40626-090616) A RESOLUTION authorizing the acceptance of the 2017 Department of Motor Vehicles Traffic Safety (Selective Enforcement - Pedestrian Bicycle Safety) Grant to the City from the Virginia Department of Motor Vehicles, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 432.)

Council Member Dykstra moved the adoption of Resolution No. 40626-090616. The motion was seconded by Vice-Mayor Price and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Council Member Dykstra offered the following budget ordinance:

(#40627-090616) AN ORDINANCE to appropriate funding from the U.S. Department of Transportation through the Commonwealth of Virginia Department of Motor Vehicles for a pedestrian and bicycle traffic safety grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 433.)

Council Member Dykstra moved the adoption of Budget Ordinance No. 40627-090616. The motion was seconded by Vice-Mayor Price and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

BUDGET-GRANTS-TRAFFIC: The City Manager submitted a written communication recommending acceptance and appropriation of funds from the Virginia Department of Motor Vehicles for the 2017 Traffic Safety (Selective Enforcement - Occupant Protection) Grant to be used for traffic enforcement targeting occupant protection.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Ferris offered the following resolution:

(#40628-090616) A RESOLUTION authorizing the acceptance of the 2017 Department of Motor Vehicles Traffic Safety (Selective Enforcement - Occupant Protection) Grant to the City from the Virginia Department of Motor Vehicles, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 78, page 434.)

# 100

Council Member Ferris moved the adoption of Resolution No. 40628-090616. The motion was seconded by Vice-Mayor Price and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Council Member Ferris offered the following budget ordinance:

(#40629-090616) AN ORDINANCE to appropriate funding from the U.S. Department of Transportation through the Commonwealth of Virginia Department of Motor Vehicles for an occupant protection traffic safety grant, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 435.)

Council Member Ferris moved the adoption of Budget Ordinance No. 40629-090616. The motion was seconded by Vice-Mayor Price and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

**BUDGET-GRANTS-TRAFFIC:** Inasmuch as the City Manager having submitted a written communication recommending acceptance and appropriation of funds from the United States National Highway Traffic Safety Administration through the Virginia Department of Motor Vehicles for a 2016 multi-jurisdictional Driving Under the Influence Taskforce Grant with the County of Roanoke and the City of Salem to deter, detect and apprehend intoxicated and impaired drivers, and due to the grant having to be reprocessed, he asked that the communication be withdrawn.

Without objection by the Council, the Mayor advised that the matter would be withdrawn.

**BUDGET-GRANTS-POLICE:** The City Manager submitted a written communication recommending appropriation of funds from the United States Department of Justice for the Office of the Attorney General Asset Forfeiture Grant awarded to the Roanoke City Police Department for enhancing law enforcement operations.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following ordinance:

(#40630-090616) AN ORDINANCE to appropriate funding from the United States Department of Justice Federal Asset Sharing Program, thru the Commonwealth of Virginia Office of the Attorney General for enhancing law enforcement operations, amending and reordaining certain sections of the 2016 - 2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 436.)

Council Member Bestpitch moved the adoption of Ordinance No. 40630-090616. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

BUDGET-CURB AND GUTTER-DONATIONS: The City Manager submitted a written communication recommending execution of an Agreement to Contribute to the Costs of Construction and Installation of Curb and Gutters with Cambridge Condominium Unit Owners Association, Inc.; and acceptance of a contribution for \$25,000.00.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following resolution:

(#40631-090616) A RESOLUTION authorizing the City Manager to execute an Agreement to Contribute to the Costs of Construction and Installation of Curb and Gutters ("Agreement") between the City of Roanoke ("City") and Cambridge Condominium Unit Owners Association, Inc. ("Cambridge"), providing for the sharing of costs between Cambridge and the City for the City's construction and installation of curb and gutters in the public right of way along a portion of Stephenson Avenue, S. W., Roanoke, Virginia ("Project"); accepting a \$25,000.00 contribution from Cambridge to be applied to the cost of the Project; and authorizing the City Manager to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of such Agreement.

(For full text of resolution, see Resolution Book No. 78, page 437.)

# 102

Council Member Bestpitch moved the adoption of Resolution No. 40631-090616. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Council Member Bestpitch offered the following budget ordinance:

(#40632-090616) AN ORDINANCE to appropriate funding and to transfer funding to the 50/50 Curb, Gutter, & Sidewalk 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.

(For full text of ordinance, see Ordinance Book No. 78, page 438.)

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40632-090616. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

WESTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY: The City Manager submitted a written communication recommending execution of a First Amended and Restated Agreement creating the Western Virginia Regional Industrial Facility Authority to conform language more closely to State Code sections and to reflect changes made since 2013.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Bestpitch offered the following ordinance:

(#40633-090616) AN ORDINANCE approving the First Amended and Restated Agreement Creating the Western Virginia Regional Industrial Facility Authority; authorizing the City Manager and the City Clerk to execute and attest, respectively, such Restated Agreement; authorizing the City Manager to take such actions and execute such documents as necessary to implement, administer, and enforce such Restated Agreement; and dispensing with the second reading of this Ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 439.)

Council Member Bestpitch moved the adoption of Ordinance No. 40633-090616. The motion was seconded by Council Member Trinkle and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

CAPITAL IMPROVEMENTS-BUDGET: The City Manager submitted a written communication recommending acceptance and appropriation of funds from the Virginia Department of Transportation for the FY2017 Revenue Sharing Program Award for seven infrastructure improvement projects.

(For full text, see communication on file in the City Clerk's Office.)

Council Member Dykstra offered the following resolution:

(#40634-090616) A RESOLUTION accepting the FY17 Virginia Department of Transportation's (VDOT) award of Transportation Revenue Sharing Program Funds (Revenue Sharing Funds) to the City in the total amount of \$3,311,495.00 to be allocated among five (5) Projects; authorizing the City Manager to execute five (5) VDOT Appendix A documents for Revenue Sharing Funds for the Projects set forth below, which will require the City to provide matching funds of \$3,311,495.00; and authorizing the City Manager to take certain other actions in connection with the above matters and Projects.

(For full text of resolution, see Resolution Book No. 78, page 441.)

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Council Member Dykstra moved the adoption of Resolution No. 40634-090616. The motion was seconded by Council Member Bestpitch and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

Council Member Bestpitch offered the following budget ordinance:

(#40635-090616) AN ORDINANCE to appropriate funding from Virginia Department of Transportation Revenue Sharing Funds and the Economic & Community Development Reserve to the Stormwater Improvements, City-wide Curb Gutter Sidewalk, Garden City Greenway Connection, Orange Avenue & King St. Intersection Improvements, and Berkley Road over Glade Creek Bridge Renovation projects, amending and reordaining certain sections of the 2016 - 2017 Stormwater Utility and Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 78, page 441.)

Council Member Bestpitch moved the adoption of Budget Ordinance No. 40635-090616. The motion was seconded by Council Member Dykstra and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

CITY EMPLOYEES: The City Manager submitted a written communication recommending approval of a one-time payment to all full-time and permanent part-time employees in the classified service of the City who, as of July 1, 2016, were unable to receive the full benefits of the salary increase approved by City Council on May 9, 2016.

(For full text, see communication on file in the City Clerk's Office.)

Vice-Mayor Price offered the following ordinance:

(#40636-090616) AN ORDINANCE authorizing and approving a one-time payment to certain City employees who did not receive a full raise for the 2016-17 fiscal year because they reached the maximum salary for their pay ranges and dispensing with the second reading of this Ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 443.)

Vice-Mayor Price moved the adoption of Ordinance No. 40636-090616. The motion was seconded by Council Member Trinkle and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

#### COMMENTS OF CITY MANAGER:

The City Manager shared the following comments:

#### **Melrose-Orange Target Area Survey**

- The city is seeking public input on how to best direct HUD funds in the Melrose-Orange Target Area.
- Residents, both homeowners and renters, property owners, businesses and other stakeholders in the target area, as well as the general public, are encouraged to complete a brief survey to inform the city as to what eligible activities are most in need.
- This area, in Northwest Roanoke, incorporates 10th Street to 24th Street, and Loudon Avenue to Hanover Avenue.
- To complete the survey, visit the city's website, and look for the link under the "Read About" section. The deadline for submissions is September 9.
- For more information, contact Keith Holland, Community Resources Program Administrator for Planning, Building, and Development, at 853-6404.

#### **Bicycle Friendliness Survey**

- The city recently applied to the League of American Bicyclists for continued designation as a Bicycle Friendly Community. The city received a Bronze designation from the League in 2012.
- As part of the evaluation process, the League has developed a brief survey to get independent input from Roanokers on how well our community is accommodating bicyclists and where improvement is needed.
- The public is invited to take the survey by visiting the city's website, and look

for the link under the “Read About” section.

- For more information, contact Chris Chittum, Director of Planning, Building, & Development, at 853-2356.

## **Upcoming Events:**

### **Pride in the Park**

- Elmwood Park
- Saturday-Sunday, September 10-11
- Parade: Saturday, 4:00 p.m.
- Activities: Sunday, 11:00 a.m. to 8:00 p.m.

### **27th Annual Henry Street Festival**

- Elmwood Park
- Saturday, September 17, noon to 10:00 p.m.
- website: [harrisonmuseum.com/henry-street-heritage-festival](http://harrisonmuseum.com/henry-street-heritage-festival)

### **CityWorks Xpo**

- Thursday-Saturday, October 6-8
- Grandin Theatre
- website: [cityworksxpo.com](http://cityworksxpo.com)

## **CITY ATTORNEY:**

CITY CODE-SOLICITATION: The City Attorney submitted a written report recommending amendment of the City Code to repeal Section 21-44.1, Offenses Miscellaneous, in connection with panhandling and solicitation of charitable contributions.

(For full text, see communication on file in the City Clerk’s Office.)

Council Member Ferris offered the following ordinance:

(#40637-090616) AN ORDINANCE repealing Section 21-44.1, Aggressive solicitation and sales; definitions; prohibited acts and penalties; Article I, In General, Chapter 21, Offenses - Miscellaneous, of the Code of the City of Roanoke (1979), as amended; providing for an effective date; and dispensing with the second reading of this Ordinance by title.

(For full text of ordinance, see Ordinance Book No. 78, page 445.)

Council Member Ferris moved the adoption of Ordinance No. 40637-090616. The motion was seconded by Council Member Trinkle.

Following comments by the City Attorney on the 4<sup>th</sup> Circuit and Supreme Court rulings regarding first amendment rights and having determined the City Code was unconstitutional; and discussion of the matter by the Council, Ordinance No. 40637-090616 was adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

REPORTS OF COMMITTEES: NONE.

UNFINISHED BUSINESS: NONE.

INTRODUCTION AND CONSIDERATION OF ORDINANCE AND RESOLUTIONS: NONE.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF CITY COUNCIL:

FESTIVAL-HENRY STREET: Vice-Mayor Price announced the Henry Street Heritage Festival which is the premier event of the Harrison Museum of African American Culture will be held on Saturday, September 17, 2016.

CELEBRATIONS: Council Member Trinkle applauded Mark Jamison, Manager of the Transportation Department, City staff, and the many volunteers for their efforts during the Deschutes Street Pub event held on August 27 at Elmwood Park and the "Starcropolis" Theatre event held on Sunday, September 4.

PARKS AND RECREATION: Council Member Bestpitch thanked the City Manager and the Parks and Recreation staff for their contributions in connection with the recent festivals and events; along with a special thanks to Patrick Boas, Parks and Recreation Coordinator, for his efforts despite personal and work related circumstances.

FESTIVALS: Council Member Ferris announced the upcoming Roanoke Greek Festival to be held on Friday, September 16 - Sunday, September 18 at the Holy Trinity Greek Orthodox Church located at 30 Huntington Boulevard, N. E.

COUNCIL: With respect to the Closed Meeting just concluded, Council Member Dykstra moved that each Member of City Council certify to the best of his or her knowledge that (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Council Member Ferris and adopted by the following vote:

AYES: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

NAYS: None-0.

OATHS OF OFFICE-HUMAN SERVICES ADVISORY BOARD: The Mayor called attention to the upcoming expiration of the four-year terms of office of Paula Prince, Cheryl W. Hartman and Marion Vaughn-Howard as members of the Human Services Advisory Board ending November 30, 2016; whereupon, he opened the floor for nominations.

Council Member Garland placed in nomination the names of Paula Prince, Cheryl W. Hartman and Marion Vaughn-Howard.

There being no further nominations, Ms. Prince, Ms. Hartman and Ms. Vaughn-Howard were reappointed as members of the Human Services Advisory Board for four-year terms of office, each, ending November 30, 2020, by the following vote:.

FOR MS. PRINCE, MS. HARTMAN AND MS. VAUGHN-HOWARD: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

OATHS OF OFFICE-BUILDING AND FIRE CODE BOARD OF APPEALS: The Mayor called attention to a vacancy created by the expiration of the three-year term of office of Justina Megginson (Property Management representative) as a member of the Building and Fire Code Board Appeals which ended June 30, 2016; whereupon, he opened the floor for nominations.

Council Member Garland placed in nomination the name of Corbin Prydwen.

There being no further nominations, Mr. Prydwen was appointed to replace Ms. Megginson as a Property Management representative of the Building and Fire Code Board of Appeals for a term of office ending June 30, 2019, by the following vote:

FOR MR. PRYDWEN: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

OATHS OF OFFICE-TOWING ADVISORY BOARD: The Mayor called attention to vacancies created by the expiration of the three-year term of office of Trista Wallace ended on October 31, 2015; and the unexpired term of office of former Captain Samuel Roman ending October 31, 2018 as Law Enforcement representatives of the Towing Advisory Board; whereupon, the Mayor opened the floor for nominations.

Council Member Garland placed in nomination the names of Fatimah Foster and Captain Chester Smith.

There being no further nominations, Ms. Foster was appointed to replace Ms. Wallace for a term of office ending October 31, 2018; and Captain Smith was appointed to fill the unexpired term of former Captain Roman ending October 31, 2018 as Law Enforcement representatives of the Towing Advisory Board, by the following vote:

FOR MS. FOSTER AND CAPTAIN SMITH: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

OATHS OF OFFICE-YOUTH SERVICES CITIZEN BOARD: The Mayor called attention to a vacancy on the Youth Services Citizen Board due to the unexpired term of office of James O'Hare ending June 30, 2018; whereupon, he opened the floor for nominations.

**Kristine Safford (Public) representative was appointed to fill the unexpired term of office of Mr. O'Hare on November 2, 2015; however, due to having to relocate outside of the City, the Oath of Office was never administered to Ms. Safford. Inasmuch as the makeup of the Board had changed, James "Jim" O'Hare was eligible to fill his original appointment.**

Council Member Garland placed in nomination the name of James O' Hare.

There being no further nominations, Mr. O'Hare was appointed as a (Citizen) Member of the Youth Services Citizen Board to fill his original term of office ending June 30, 2018, by the following vote:

FOR MR. O'HARE: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

OATHS OF OFFICE-ECONOMIC DEVELOPMENT AUTHORITY: The Mayor called attention to the upcoming expiration of the four-year term of office of Charles E. Hunter, III, ending October 20, 2016; and the unexpired term of Paula Page Williams ending October 20, 2017. Inasmuch as Mr. Hunter will have served three consecutive terms of office, he is not eligible for reappointment; whereupon, the Mayor opened the floor for nominations.

Council Member Garland placed in nomination the names of William Poe and Duke Baldrige.

There being no further nominations, Mr. Poe was appointed to replace Mr. Hunter for a four-year term of office, commencing October 19, 2016 and ending October 20, 2020; and Mr. Baldrige was appointed to fill the unexpired term of Paula Page Williams ending October 20, 2018, as Directors of the Economic Development Authority, by the following vote:

FOR MESSRS. POE AND BALDRIDGE: Council Members Price, Trinkle, Bestpitch, Dykstra, Ferris, Garland and Mayor Lea-7.

The City Attorney was instructed to prepare the appropriate measures regarding the abovementioned appointments for adoption by the Council at its next regular meeting on Monday, September 19, 2016.

There being no further business to come before the Council, Mayor Lea declared the Council meeting adjourned at 3:57 p.m.

A P P R O V E D

ATTEST:

Stephanie M. Moon Reynolds, MMC  
City Clerk

Sherman P. Lea, Sr.  
Mayor

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**TRINKLE  
40721-121916**



**ROANOKE CITY COUNCIL  
REGULAR SESSION**

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

**CITY COUNCIL CHAMBER**

**AGENDA**

**1. Call to Order--Roll Call. Vice-Mayor arrived late.**

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

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

Welcome. Mayor Lea.

**NOTICE:**

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

**ANNOUNCEMENTS:**

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 – one vacancy  
Three-year term of office ending December 31, 2020

Human Services Advisory Board – one vacancy  
Unexpired term of office ending November 30, 2018

Personnel and Employment Practices Commission – one vacancy

Three-year term of office ending June 30, 2019

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

**The January 3, 2016 Informal Session of City Council will commence at 10:00 a.m., in the City Council Chamber, Room 450, Noel C. Taylor Municipal Building.**

**2. PRESENTATIONS AND ACKNOWLEDGEMENTS: NONE.**

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

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

**Robert Gravely, 3360 Hershberger Road, N.W., appeared before Council the elements of a new day and the release of elements upon the earth.**

**Dr. Rupert Cutler, 204 South Jefferson Street, Suite 4, appeared before Council regarding the Mountain Valley Pipeline construction across the Roanoke River and its effect on stormwater cleanup and contamination of area water supply.**

**Dr. Diana Christopulos, 907 Greenbriar Court, Salem, appeared before Council regarding her opposition of the Mountain Valley Pipeline construction and the impact on the area water supply and the matter was referred to the City Manager for review and recommendation.**

**4. CONSENT AGENDA:  
(APPROVED 6-0)**

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

C-1 Minutes of the regular meetings of City Council held on Monday, August 15, 2016 and Tuesday, September 6, 2016.

**RECOMMENDED ACTION: Dispensed with the reading of the minutes and approved as recorded.**

C-2 A communication from the City Manager recommending adoption of the Calendar of Events for Budget Development Activities for Fiscal Year 2017 - 2018.

**RECOMMENDED ACTION: Concurred in the request.**

C-3 Reports of qualification of the following individuals:

Lora J. Katz and James E. Smith as members of the City Planning Commission for four-year terms of office, each, ending December 31, 2020;

Edward Garner as a City representative of the Blue Ridge Behavioral Healthcare Board of Directors for a three-year term of office ending December 31, 2019;

Margaret D. Butler as a member (City representative) of the Roanoke Valley Greenway Commission to fill the unexpired term of James D. Ritchie, Sr., ending June 30, 2019; and

Glen Wayne Hall as a member (Citizen At-Large) of the Building and Fire Code Board of Appeals for a three-year term of office ending June 30, 2019.

**RECOMMENDED ACTION: Received and filed.**

### **REGULAR AGENDA:**

#### **5. PUBLIC HEARINGS:**

- a. Request of the City of Roanoke to execute a contract for the sale of City-owned property located on Jae Valley Road in Roanoke County, Virginia to the County of Roanoke, Virginia. Daniel J. Callaghan, City Attorney.  
**Adopted Ordinance No. 40721-121916. (6-0)**

#### **6. PETITIONS AND COMMUNICATIONS: NONE.**

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

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance and appropriation of Regional Surface Transportation Program funding from the Virginia Department of Transportation (VDOT) in connection with Phase 2 of the Tinker Creek Greenway Trail Project.  
**Adopted Resolution No. 40722-121916 and Budget Ordinance No. 40723-121916. (6-0)**
2. Execution of Amendment No. 3 to the contract with Wellness for Life Medical, LLC, for operation and management services of the City's Employee Health Clinic.  
**Adopted Resolution No. 40724-121916. (6-0)**
3. Appropriation of funds from HealthKeeper, Inc., and Anthem Health Plans of Virginia, Inc., d/b/a Anthem Blue Cross Blue Shield, for wellness and health care management programs designed to increase employee participation in healthy lifestyle activities.  
**Adopted Budget Ordinance No. 40725-121916. (6-0)**
4. Execution of Amendment No. 2 to the Contract for Purchase and Sale of Real Property with Roanoke Higher Education Authority for property located at 209 Henry Street, N. W., to change the project initiation and completion dates.  
**Adopted Ordinance No. 40726-121916. (6-0)**
5. Execution of Amendment No. 3 to the Contract for Purchase and Sale of Real Property with Northwest Recreation Club, Inc., for property fronting along Highland Farm Road, N. W., to extend the project completion date.  
**Adopted Ordinance No. 40727-121916. (6-0)**

**COMMENTS OF CITY MANAGER.**

The City Manager shared the following comments:

**Fiscal Year 2017-2018 Budget**

- **Departments are working on their Budget Offers and must submit them to Management and Budget staff by January 3**
- **Council Briefings on the budget will be held on the first Mondays monthly through April**
- **The Recommended Budget presentation will be on April 17**
- **The Budget Public Hearing will be held on April 27 to invite citizen comments**
- **Budget Adoption will occur on May 15**

### **Social Media Update**

- Roanoke has achieved another milestone on Social Media. Last week, the city hit 170,000 followers for its 53 social media pages combined.
- Roanoke's main Facebook page leads the way with 75,000 followers.
- Facebook Live has become a great tool for interaction with our citizens through Social Media
- Most recently, the Office of Communications used Facebook Live to share the Christmas Parade at Dickens of a Christmas. The video reached more than 600,000 users and was watched and commented on from all over the world.
- Communications and Media Coordinator Timothy Martin has been invited to speak at a Social Media Conference in Dallas in April, to share best practices for using Facebook Live.

b. DIRECTOR OF FINANCE:

1. Authorization of intent to reimburse for expenditures from bond proceeds from the 2018 debt issuance, in an amount not to exceed \$500,000.00, for the City of Roanoke and Roanoke City Public Schools capital improvement projects; and advance appropriation of funds.

**Adopted Budget Ordinance No. 40728-121916. (6-0)**

## **8. REPORTS OF COMMITTEES:**

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.

**Adopted Budget Ordinance No. 40729-121916. (6-0)**

## **9. UNFINISHED BUSINESS: NONE.**

## **10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.**

## **11. MOTIONS AND MISCELLANEOUS BUSINESS:**

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

**Mayor Lea announced the Mayor's Open House from 5:00 p.m. to 7:00 p.m. on Monday, December 19, 2016.**

**Mayor Lea announced the 3rd Annual Lea High School Winter Classic Basketball Challenge will be held January 14, 2017 at Berglund Center Coliseum. This year's Challenge includes the following line-up:**

- 12:00 p.m. William Fleming vs. Hidden Valley (Girls)
- 2:15 p.m. Northside vs. Northwest Guilford
- 4:00 p.m. William Fleming vs. Cave Spring (Boys)
- 5:30 p.m. Patrick Henry vs. North Stanley
- 7:00 p.m. Oak Hill vs. Cape Henry

**Tickets will be general admission for \$10.00, with a special student ticket at \$5.00, and are on sale at the Berglund Center Box office.**

**Mayor Lea encouraged all to support the Roanoke Rail Yard Dawgs Hockey Club.**

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

## **12. RECESSED – 3:20 p.m.**

**THE COUNCIL MEETING STOOD 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**

**DECEMBER 19, 2016  
7:00 P.M.**

**CITY COUNCIL CHAMBER**

**AGENDA**

**Call to Order--Roll Call. Vice-Mayor Price arrived late.**

The Invocation was delivered by Council Member Bill Bestpitch.

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

**At this point, Vice-Mayor Price entered the meeting (7:03 p.m.)**

Welcome. Mayor Lea.

**NOTICE:**

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

**A. PRESENTATION AND ACKNOWLEDGEMENTS:**

A resolution naming Jamice Rudd as the 2016 Citizen of the Year.  
**Adopted Resolution No. 40730-121916. Mayor Lea presented Jamice Rudd with a ceremonial copy of the resolution and personal plaque as recipient of the 2016 Citizen of the Year Award.**

## **B. PUBLIC HEARINGS:**

1. Request of Puppyland, Ltd., to rezone property from I-1, Light Industrial District, with conditions, to CG, Commercial-General District, with conditions, and amend the conditions proffered as part of a previous rezoning at 745 Townside Road, S. W. Jonathan D. Puvak, Attorney, Spokesperson.  
**Adopted Ordinance No. 40731-121916. (7-0)**
2. Request of Randal Johnson to vacate an approximately 500 square foot semi-circular extension on the west side of an undeveloped 10 foot alley that extends from Connecticut Avenue, N. E., to, and intersecting with, another undeveloped 10 foot alley extending from Plantation Road, N. E. Randal Johnson, Petitioner, Spokesperson.  
**Adopted Ordinance No. 40732-121916. (7-0)**
3. Request of Blue Eagle Credit Union to rezone the properties at 1430 and 0 Hershberger Road, N. W., from MX, Mixed-Use District, to CG, Commercial-General District, with conditions. Jeff Thompson, Owner, Spokesperson.  
**Adopted Ordinance No. 40733-121916. (7-0)**
4. Request of the City of Roanoke to lease to Virginia Western College Educational Foundation, Inc., to operate an acceleration center located at 709 South Jefferson Street, S. W., known as the former Gill Memorial Hospital Building. Daniel J. Callaghan, City Attorney.  
**Adopted Ordinance No. 40734-121916. (7-0)**
5. Request of Total Action Against Poverty in Roanoke Valley (TAP), along with TAAP Real Property I, LLC, for tax exemption of real property located at 302 2<sup>nd</sup> Street, S. W. Annette Lewis, President, Spokesperson.  
**Adopted Ordinance No. 40735-121916. (7-0)**
6. Request of Total Action Against Poverty in Roanoke Valley (TAP), along with TAAP Real Property II, LLC, for tax exemption of real property located at 2121 Salem Avenue, S. W. Annette Lewis, President, Spokesperson.  
**Adopted Ordinance No. 40736-121916. (7-0)**

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

Mayor Lea wished everyone a happy holiday season and a very prosperous New Year. He announced the next session of Council will be held on Tuesday, January 3, 2017 and will convene at 10:00 a.m., instead of 9:00 a.m.

**D. ADJOURNED – 7:41 p.m.**