



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

1. Council Agenda And Reports

Documents:

[CAR 01-17-17.PDF](#)

2. Council Agenda

Documents:

[AG 01-17-17.PDF](#)

NOTICE:

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

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

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

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



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JANUARY 17, 2017
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Alexander D. MacPhail, Pastor, Christ Episcopal 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, January 19 at 7:00 p.m., and Saturday, January 21 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

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.

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 A communication from the Assistant City Manager for Community Development transmitting the 2016 Office of Communications' Social Media Report.

P 7

RECOMMENDED ACTION: Receive and file.

C-2 Reports of qualification of the following individuals:

Kameron Washington Brown as a member (Alternate Student) of the Youth Services Citizen Board, to replace Malik Morris for a one-year term of office commencing July 1, 2016;

Antwyne Calloway as a member of the Board of Zoning Appeals to replace Drew H. Kepley for a three-year term of office commencing January 1, 2017 and December 31, 2019;

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; and

Claude "Sport" Paige as a member of the Parks and Recreation Advisory Board for a three-year term of office ending March 31, 2019.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

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 of the State Homeland Security FY16 Grant funds from the Virginia Department of Emergency Management to upgrade the City's hazardous materials monitoring equipment in support of the City of Roanoke HAZMAT Team.

P 24 R 33 B/O 34

2. Acceptance of the FY2017 - 2018 Local Emergency Management Performance Grant from the Virginia Department of Emergency Management to support the emergency management performance.

P 35 R 44

3. Approval and authorization of an encroachment permit for Norfolk Southern Railway Company to construct a retaining wall within the public right-of-way located on Norfolk Avenue, S. E.

P 45 O 47

4. Execution of a Temporary, Nonexclusive, and Revocable License Agreement with Lumos Networks, Inc., to construct, maintain and operate telecommunications facilities in, over, under and across portions of the City's public right-of-ways.

P 52 O 84

5. Approval of the issuance of bonds by the Economic Development Authority of Montgomery County, Virginia, to finance or refinance costs associated with certain facilities benefitting the Virginia Tech Foundation, Inc.

P 86
R 110

COMMENTS OF CITY MANAGER.

8. REPORTS OF COMMITTEES:

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

P 113
P 114
B/O 115

9. UNFINISHED BUSINESS:

- a. Continuation of the matter with regard to appropriation of additional funding for Enterprise Zone One A to provide for program grants and rebates to meet the increased grant request activity for Fiscal Year 2016 – 2017.

P 117
B/O 119

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**

**JANUARY 17, 2017
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Tim H. Dayton, Pastor, First Christian Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Cub Scout Pack 17, St. John's Episcopal Church.

Welcome. Mayor Lea.

NOTICE:

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, January 19 at 7:00 p.m., and Saturday, January 21 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

A. PRESENTATION AND ACKNOWLEDGEMENTS:

Recognition of Wade Whitehead, 5th Grade Teacher, Crystal Spring Elementary School, on induction into the National Teachers Hall of Fame.

B. PUBLIC HEARINGS:

- 1. Request of Tom Sorrano, on behalf of Eric and Patti Mills, to vacate, discontinue and close an approximately 960 square foot portion of an alley from 7th Street to 8th Street, S. W., north of and parallel to Marshall Avenue, S. W. Tom Sorrano, The Sorrano Group, LLC, Agent, Spokesperson.
- 2. Request of the City of Roanoke to amend Chapter 36.2, Zoning, Code of the City of Roanoke, (1979), as amended, in order to make consistent with State Code. Ian Shaw, Agent, Spokesperson.
- 3. Receive public comments on the City's Draft Solid Waste Management Plan. Christopher P. Morrill, City Manager.

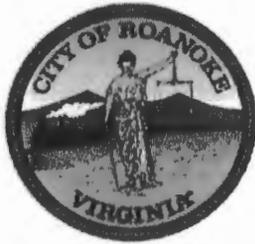
P 120 O 135

P 139 O 147

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-1

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: The Office of Communications' Annual Social Media Report

Please find attached the 2016 Office of Communications' Social Media Report which highlights the impacts of the City's social media platforms, and the various programs and outreach campaigns conducted during the past year.

Please let me know if you have any questions.

Brian Townsend
Assistant City Manager for Community Development

Attachment

Distribution: Council Appointed Officers

2016 Social Media Annual Report

**A review of the city's
social media impact**

By the Office of Communications



ROANOKE

Published: Jan. 5, 2017

THE NUMBERS

53 Social Media Pages

171,000 Followers

TOTAL REACH

**25
Million***

*This number only includes reach from the city's Facebook pages.

PAGE BY PAGE

	f	tw	ig	lo	in
Communications	76,216	9,484	5,343	502	1,888
Police	15,055	4,319	947	0	0
Sheriff	2,088	312	0	0	0
Fire-EMS	11,668	3,296	613	245	0
Emergency Mgnt.	2,219	2,295	0	0	0
911	1,567	37	0	0	0
Libraries	2,323	101	173	0	0
Neighborhoods	830	0	0	0	0
Play Roanoke	11,129	3,035	1,827	0	0
Volunteers	497	171	0	0	0
Human Resources	633	0	0	0	0
H/S Services	434	0	0	0	0
Economic Dev.	1,212	0	0	0	0
Stormwater	1,596	643	0	0	0
Transportation	866	0	0	0	0
Solid Waste	1,339	428	0	0	0
Clean and Green	898	0	0	0	0
Planning	530	0	0	0	0
Purchasing	231	0	0	0	0
Lead Safe	485	42	0	0	0
GIS	84	0	0	0	0
City Clerk	128	24	0	0	0
Treasurer	242	0	0	0	0
City Manager	0	571	0	0	0
Roanoke Star	2,681	28	0	0	0
Total	134,951	24,786	8,903	747	1,888

COMMUNICATIONS ON FB

16,000 +

New Page Likes in 2016

1.5 Million

Total Video Views in 2016

2.9 Million

Likes, Comments, and Shares in 2016

23 Million

Total Reach on All Posts in 2016



TOP PHOTO POST

City of Roanoke, Virginia - Communications
 Published by Timothy Marlin on July 13 at 9:20pm

Stunning! Sam Dean captured this photo:



Get More Likes, Comments and Shares
 Boost this post for \$20 to reach up to 2,600 people.

245,900 people reached

Boost Post

3.6k

1.1k Comments 2.1k Shares

Like Comment Share

245,900 People Reached

17,781 Reactions, Comments, Shares

13,175 Like
3,193 On Post
9,982 On Shares

1,076 Love
294 On Post
782 On Shares

13 Haha
3 On Post
10 On Shares

261 Wow
92 On Post
159 On Shares

1 Sad
0 On Post
1 On Shares

2 Angry
0 On Post
2 On Shares

1,108 Comments
136 On Post
972 On Shares

2,168 Shares
2,145 On Post
23 On Shares

12,094 Photo Clicks

4,120 Photo Views
17 Link Clicks
7,957 Other Clicks

In 2016, thousands of photos were submitted to the city's main Facebook page. Photos continue to be a driving factor in the city's success on social media.

Photos help showcase the beauty of the city to followers near and far. Photos also help engage citizens and create conversations.

TOP VIDEO POST

City of Roanoke, Virginia - Communications
 Published by Timothy Martin | August 15 at 2:13pm

Flashing flooding on the streets of Roanoke:



Get More Likes, Comments and Shares
 Boost this post for \$60 to reach up to 5,400 people.

Boost Post

Like Comment Share

584,524 People Reached

245,425 Video Views

23,171 Reactions, Comments & Shares

6,512 Like
1,007 On Post
5,505 On Shares

297 Love
106 On Post
191 On Shares

347 Haha
43 On Post
304 On Shares

6,734 Wow
1,193 On Post
4,541 On Shares

1,057 Sad
223 On Post
834 On Shares

135 Angry
38 On Post
97 On Shares

4,956 Comment
976 On Post
3,980 On Shares

4,491 Share
4,400 On Post
91 On Shares

89,313 Page Clicks

19,890 Clicks to Profile
64 Link Clicks
69,359 Other Clicks

Videos played a big role on the city's main Facebook page, particularly during the second half of 2016. The launch of Facebook LIVE allowed the city to attract thousands of new followers from all over the world.

The city's Facebook page had its biggest month ever in July, thanks to the incorporation of live video. The monthly page reach topped 2.3 million.

The city used live video to feature press conferences, downtown events, and breaking news.



CAMPAIGNS

WINTER WEATHER CAMPAIGN

Post Details

Reported statistics highlighted from total appearance post

City of Roanoke, Virginia - Communications

Published by Timothy Martin on January 18 at 7:09am

Please watch the forecast closely over the next couple of days. There is the potential for a significant winter storm on Friday.



158,497 People Reached

5,519 Likes Comments Shares

3,102
Likes

788
On Post

2,344
On Shares

1,111
Comments

114
On Post

997
On Shares

1,306
Shares

1,275
On Post

31
On Shares

15,381 Post Clicks

5,204
Photo Views

4
Link Clicks

10,173
Other Views

NEGATIVE FEEDBACK

47 Hide Post

13 Hide All Posts

0 Report as Spam

0 Unlike Page

Like weather alert

Boost Post

15,381 Post Clicks

Like Comment Share

Roanoke began 2016 with a record month on Facebook. The Office of Communications provided around the clock coverage during a major snow storm. Staff posted dozens of updates and hundreds of snow photos.

During the storm, the city's weekly reach topped one million for the first time.

Organic Paid

BENCHMARK

Compare your average performance over

12 weeks



OLYMPIC FOOLS CAMPAIGN

Post Details

Reported stats may be delayed from what appears on posts

City of Roanoke, Virginia - Communications
 Published by Timothy Martin on April 1 at 9:00am

In a transformational time for Roanoke, today, the city announced plans to bid for the 2026 Winter Olympic Games. Later this month, city officials will meet with members of the International Olympic Committee to formally discuss the plan. The city, along with national and international partners, will spend upwards of a billion dollars to get Roanoke Olympic ready by 2026. This artist rendering of the city is what Roanoke could look like 10 years from now:



212,712 people reached

Boost Post

1,452 Comments 990 Shares

Like Comment Share

212,712 People Reached

6,182 Reactions, Comments & Share

3,247 Like
1,129 On Post
2,118 On Shares

57 Love
21 On Post
36 On Shares

309 Haha
126 On Post
183 On Shares

127 Wow
63 On Post
64 On Shares

3 Sad
1 On Post
2 On Shares

1 Angry
1 On Post
0 On Shares

1,452 Comments
471 On Post
981 On Shares

990 Shares
990 On Post
0 On Shares

45,237 Follows

8,693 Profile Views
3 Profile Clicks
36,541 Other Clicks

900 average views per post over time

On April 1, 2016, the city announced plans to bid for the 2026 Winter Olympic Games. The prank, which included various posts over an eight-hour period had people buzzing all over the city.

The city's reach hit 400,000 during the prank.

AHS CAMPAIGN



City of Roanoke,
Virginia -
Communications

@RoanokeVA

Home

About

Photos

Events

Reviews

Likes

Videos

@City_of_Roanoke

@City_of_Roanoke

Home



Like Message More

Sign Up

Status Photo / Video Offer, Event



This Week

212,381 ↑

1

23 ↓

City · Government Organization
in Roanoke, Virginia

4.3 ★★★★★ Open Now

Search for posts on this Page

86% response rate, 1-hour response time

Respond faster to turn on the badge



74K likes +409 this week

1 Bahorich 341 other friend

The fall season of American Horror Story was titled "My Roanoke Nightmare." It was based on the lost colony of Roanoke in North Carolina. During the show's premier, a writer from Entertainment Weekly confused the lost colony with the Star City.

During the season finale, the city held a #MyRealRoanokeNightmare contest, posting photos and videos from citizens, depicting their Roanoke nightmares. The top entries won prize packs.



FALL IN THE CITY CAMPAIGN



City of Roanoke, Virginia - Communications

Published by Timothy Martin [?] 17 hrs

The beautiful fall photos continue. Jennie Marie took this photo on Mill Mountain.



Get More Likes, Comments and Shares
Boost this post for \$5 to reach up to 830 people.

833 people reacted

Boost Post

12f

Comments 195 Shares

Like Comment Share

28,883 People Reached

1,902 Reactions Comments Shares

1,493 Like	1,123 On Post	370 On Share
149 Love	103 On Post	46 On Shares
1 Haha	0 On Post	1 On Shares
22 Wow	15 On Post	7 On Shares
2 Sad	0 On Post	2 On Shares
41 Comments	20 On Post	21 On Shares
195 Shares	195 On Post	0 On Shares
779 Post likes		
320 Photo likes	3 Link likes	456 Other likes

NEGATIVE FEEDBACK

5 Hide Feedback	1 Hide All Feedback
0 Report Post	0 Unlike Post

In October and November, hundreds of fall photos were submitted on the city's Facebook page by citizens. The photos generated thousands of likes, comments, and shares.

The photos helped to showcase the beautiful fall colors in Roanoke to people near and far.



ELF ON THE SHELF CAMPAIGN



City of Roanoke, Virginia - Communications

Published by Timothy Martin [?] 23 hrs

After stealing a city vehicle and climbing the Roanoke Star, the city's elf is behind bars!



Get More Likes, Comments and Shares
Boost this post for \$15 to reach up to 3,100 people.

30,353 people reached

Boost Post



Comments 209 Shares

Like Comment Share

30,353 People Reached

1,464 Reactions, Comments | Shares

589 Like	339 On Post	250 On Shares
33 Love	11 On Post	22 On Shares
485 Haha	257 On Post	228 On Shares
25 Wow	19 On Post	6 On Shares
6 Sad	2 On Post	4 On Shares
119 Comments	61 On Post	58 On Shares
209 Shares	209 On Post	0 On Shares

1,641 Post likes

483 Photo Views	3 Link likes	1,155 Other likes
---------------------------	------------------------	-----------------------------

NEGATIVE FEEDBACK

11 Hide Post	0 Hide All Feedback
0 Report as Spam	0 Unlike Post

In early December, the city's elf, Starry, arrived. Each morning throughout the month, a photo was posted tracking Starry's adventure. Unfortunately, the little elf got into some trouble along the way. The photos created laughter and buzz from thousands of followers.



HOLIDAY CAMPAIGN

City of Roanoke, Virginia - Communications was live
 Published by Timothy Martin (7) December 9 at 7:04pm · 🌐

The City of Roanoke Christmas Parade is underway!



✔ **Get More Likes, Comments and Shares**
 Boost this post for \$15 to reach up to 3,200 people.

24,118 people reached

Boost Post

👍❤️👍👍👍

111 Comments 546 Shares

👍 Like 💬 Comment ➦ Share

Top Comments

624,925 People Reached

37,772 Video Views

7,599 Reactions, Comments & Shares

3,348 👍 Like	1,037 On Post	2,311 On Shares
1,345 ❤️ Love	267 On Post	1,078 On Shares
238 😂 Haha	24 On Post	214 On Shares
142 😲 Wow	21 On Post	121 On Shares
24 😞 Sad	5 On Post	19 On Shares
30 😡 Angry	5 On Post	25 On Shares
1,478 Comments	1,231 On Post	247 On Shares
559 Shares	548 On Post	11 On Shares

Throughout the entire month of December, the city's Facebook page had a holiday theme. Staff posted live video of the city Christmas tree arrival and lighting, the Christmas parade, ice skating at Elmwood Park, and holiday lights from a number of neighborhoods in Roanoke.

The success of the campaign can be seen in the numbers. The monthly reach for December topped 2.1 million. Posts on the city's Facebook page received more than 300,000 likes, comments and shares. The various holiday videos were viewed nearly 200,000 times.

OTHER PLATFORMS



Welcome to
Twitter

See what's happening in the world
right now

2,131
New Followers in 2016

1.8 Million
Total Impressions in 2016

3,179

New Followers in 2016





AWARDS AND RECOGNITIONS

Issuer	Award Title	Category	Name
Government Social Media	Golden Post	Top Social Media Advocate in Government	Timothy Martin
3CMA	Award of Excellence	Best Use of Facebook	Olympic Fools
3CMA	Award of Excellence	Social Media - General	Roanoke's Social Media Model



T.O.I.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: Virginia Department of Emergency Management (VDEM)
Hazardous Materials (Hazmat) Grant Acceptance (CM17-00003)

Background:

Roanoke Fire-EMS serves as the region's Hazardous Materials Team. VDEM allocates funds each year to regional HAZMAT Teams for related expenses. VDEM has awarded the City of Roanoke funds in the amount of \$70,000 from the FY 2016 State Homeland Security Program Grant. This grant requires no matching funds from the City. These grant funds will be used to upgrade the City's hazardous materials monitoring equipment to support the City of Roanoke HAZMAT Team.

Considerations:

City Council action is needed to formally accept and appropriate these funds, and authorize the Director of Finance to establish revenue estimates and appropriations to purchase the equipment and supplies in accordance with provisions of this grant.

Recommended Action:

Accept the grant as described above and authorize the City Manager to execute any required grant agreements or documents, such to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$70,000 and appropriate the same amount into accounts to be established by the Director of Finance in the Grant Fund.

Christopher P. Morrill
City Manager

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



Virginia Department of Emergency Management

10501 Trade Court
North Chesterfield, VA 23236

GRANT AGREEMENT

Page 1 of 3

1. SUBRECIPIENT NAME AND ADDRESS:

Roanoke City
Noel C. Taylor Municipal Building
215 Church Avenue, S.W. Rm 364
Roanoke, VA 24011

4. SUBAWARD DATE: December 7, 2016

5. PROJECT PERIOD: FROM 09/01/2016 TO 03/31/2018
BUDGET PERIOD: FROM 09/01/2016 TO 03/31/2018

6. TOTAL AMOUNT OF THIS SUBAWARD \$70,000.00

2. SUBRECIPIENT DUNS Number:

00-6704316

SUBRECIPIENT EIN:

54-6001569

7. FEDERAL AMOUNT OF THIS SUBAWARD \$70,000.00

8. SUBRECIPIENT NON-FEDERAL COST SHARE REQUIREMENT \$ 0.00

9. INDIRECT COST RATE (If applicable): N/A

3. PASS-THROUGH ENTITY: Virginia Department of Emergency Management
SUBAWARD NAME: **FY 2016 State Homeland Security Program (SHSP)**
CFDA: 97.067 – Homeland Security Grant Program (HSGP)
U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)

10. STANDARD TERMS AND CONDITIONS & SPECIAL CONDITIONS

The above subaward is approved subject to the FY 2016 Department of Homeland Security (DHS) Standard Terms and Conditions and VDEM Special Conditions as set forth on the attached pages.

11. APPROPRIATION AUTHORITY FOR GRANT

The project is supported under the *Department of Homeland Security Appropriations Act, 2016 (Public Law No. 114-113)*.

12. METHOD OF PAYMENT

Commonwealth of Virginia Cardinal Accounting System

AGENCY APPROVAL

SUBRECIPIENT ACCEPTANCE

13. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL

Jeffrey D. Stern Ph.D.
State Coordinator

14. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL

Sherman Stovall
Assistant City Manager

15. SIGNATURE OF APPROVING VDEM OFFICIAL

16. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL

DATE



Virginia Department of
Emergency Management
10501 Trade Court
North Chesterfield, VA 23236

GRANT AGREEMENT

Page 2 of 3

Subaward Name: **FY 2016 State Homeland Security Program (SHSP)** Subaward Date: December 7, 2016

SPECIAL CONDITIONS

1. The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, and adopted by DHS at 2 CFR Part 3002 and the Department of Homeland Security FY 2016 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO).
2. The Subrecipient agrees to permit the pass-through entity and auditors to have access to its records and financial statements as necessary for the pass-through entity to meet the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200.
3. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
4. The Subrecipient shall comply with the indirect costs provisions of 2 CFR§ 200.414. With the exception of subrecipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), subrecipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this subaward.
5. In the event VDEM determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.
6. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, **must** participate in the FEMA Environmental Planning and Historic Preservation (EHP) review process. Subrecipients must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify FEMA and the State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Subrecipient agrees that federal funds under this award will be used to supplement, not supplant, state or local funds for emergency preparedness.



Virginia Department of Emergency Management
 10501 Trade Court
 North Chesterfield, VA 23236

GRANT AGREEMENT

Page 3 of 3

Subaward Name: **FY 2016 State Homeland Security Program (SHSP)** Subaward Date: December 7, 2016

8. The Subrecipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

9. The Subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

10. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

11. The Subrecipient must submit a Quarterly Progress Report for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Reports are due within fifteen (15) days following the end of the quarter. A Final Progress Report is due thirty (30) days after the end date of the performance period. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure and prevent future awards to the Subrecipient.

12. National Incident Management System (NIMS) Implementation Compliance

In accordance with HSPD-5, the adoption of the NIMS is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. No federal funds will be released to the primary grantee and any other entity participating and benefiting in this project if this requirement has not been met. In the event of a Corrective Action Plan submitted, VDEM/SAA will determine if the Subrecipient has made sufficient progress to disburse funds.

13. All conferences and workshops using federal preparedness funds must pertain to the project being funded. The Subrecipient agrees to submit a Trip Report when using federal funds to attend a conference or workshop. The Trip Report template can be found at www.vaemergency.gov under Grant Information. These reports must be remitted with your request for reimbursement. Failure to do so will result in a delay of payment until received.

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1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

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Duplication of Benefits

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

FY 2016 DHS Standard Terms and Conditions

Education Amendments of 1972 (Equal Opportunity in Education Act)- Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

FY 2016 DHS Standard Terms and Conditions

Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

FY 2016 DHS Standard Terms and Conditions

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Virginia Department of Emergency Management HAZMAT Grant to the City from the Virginia Department of Emergency Management, and authorizing execution of any required documentation on behalf of the City.

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

1. The City of Roanoke does hereby accept the Virginia Department of Emergency Management HAZMAT Grant offered by the Virginia Department of Emergency in the amount of \$70,000, with no matching funds from the City, upon all the terms, provisions and conditions relating to the receipt of such funds, as more particularly described in the City Council Agenda Report dated January 17, 2017.
2. The City Manager and the City Clerk are hereby authorized to execute, seal, and attest, respectively, the grant agreement and all necessary documents required to accept the grant, all such documents to be approved as to form by the City Attorney.
3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



7.0.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from the State Homeland Security through the Commonwealth of Virginia Department of Emergency Management (VDEM) for hazardous materials emergency responses and training and development, amending and reordaining certain sections of the 2016-2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Administrative Supplies	35-520-3764-2030	\$ 1,700
Expendable Equipment (<\$5,000)	35-520-3764-2035	8,504
Training and Development	35-520-3764-2044	8,896
Wearing Apparel	35-520-3764-2064	11,300
Other Equipment	35-520-3764-9015	39,600
Revenues		
VDEM SHS Haz-Mat FY16	35-520-3764-3764	70,000

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.



T.a. a.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: Virginia Department of Emergency Management (VDEM) Local Emergency Management Performance Grant (LEMPG) Grant Acceptance (CM17-00004)

Background:

The VDEM Grants Office has approved the application for funding under the FY2016 LEMPG, CFDA# 97.042, in the amount of \$53,387. The City of Roanoke will use this grant funding to support local emergency management performance. This support of local emergency management performance will include the Emergency Manager's salary, planning, and vehicle. This is a 50/50 grant requiring the City of Roanoke to provide \$53,387 in local funds. Matching funds are provided by the City of Roanoke Fire-EMS Department budget.

Considerations:

The revenue from this grant is included in the FY2017-18 adopted budget. City Council action is needed to formally accept these funds.

Recommended Action:

Accept the grant as described above and authorize the City Manager to execute any required grant agreements or documents, such to be approved as to form by the City Attorney.

Christopher P. Morrill
City Manager

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



Virginia Department of Emergency Management
 10501 Trade Court
 Richmond, VA 23236

GRANT AGREEMENT

1. SUBRECIPIENT NAME AND ADDRESS: Roanoke City Noel C. Taylor Municipal Building 215 Church Avenue, S.W. Rm 364 Roanoke, VA 24011		4. SUBAWARD DATE: December 7, 2016	
		5. PROJECT PERIOD: FROM 07/01/2016 TO 06/30/2017 BUDGET PERIOD: FROM 07/01/2016 TO 06/30/2017	
		6. TOTAL AMOUNT OF THIS SUBAWARD \$106,774.00	
2. SUBRECIPIENT DUNS Number: 00-6704316		7. FEDERAL AMOUNT OF THIS SUBAWARD \$53,387.00	
SUBRECIPIENT EIN: 54-6001569		8. SUBRECIPIENT NON-FEDERAL COST SHARE REQUIREMENT \$53,387.00	
		9. INDIRECT COST RATE (If applicable): N/A	
3. PASS-THROUGH ENTITY: Virginia Department of Emergency Management SUBAWARD NAME: FY 2016 Local Emergency Management Performance Grant CFDA: 97.042 - Emergency Management Performance Grant (EMPG) Program U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)			
10. STANDARD TERMS AND CONDITIONS & SPECIAL CONDITIONS The above subaward is approved subject to the FY 2016 Department of Homeland Security (DHS) Standard Terms and Conditions and VDEM Special Conditions as set forth on the attached pages.			
11. STATUTORY AUTHORITY FOR GRANT The project is supported under <i>The Robert T. Stafford Disaster Relief and Emergency Assistance act (Public Law 93-288)</i> .			
12. METHOD OF PAYMENT Commonwealth of Virginia Cardinal Accounting System			
AGENCY APPROVAL		SUBRECIPIENT ACCEPTANCE	
13. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL Jeffrey D. Stern Ph.D. State Coordinator		14. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Sherman Stovall Assistant City Manager	
15. SIGNATURE OF APPROVING VDEM OFFICIAL 		16. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL DATE	



Virginia Department of
Emergency Management
10501 Trade Court
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GRANT AGREEMENT

Subaward Name: **FY 2016 Local Emergency Management Performance Grant** Subaward Date: December 7, 2016

SPECIAL CONDITIONS

1. The Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, and adopted by DHS at 2 CFR Part 3002 and the Department of Homeland Security FY 2016 Emergency Management Performance Grant Program Notice of Funding Opportunity (NOFO).
2. The Subrecipient agrees to permit the pass-through entity and auditors to have access to its records and financial statements as necessary for the pass-through entity to meet the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200.
3. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
4. The Subrecipient shall comply with the indirect costs provisions of 2 CFR§ 200.414. With the exception of subrecipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), subrecipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this subaward.
5. In the event VDEM determines that changes are necessary to the award document after an award has been made, including changes to the period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.
6. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, **must** participate in the FEMA Environmental Planning and Historic Preservation (EHP) review process. Subrecipients must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify FEMA and the State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
7. The Subrecipient agrees that federal funds under this award will be used to supplement, not supplant, state or local funds for emergency preparedness.



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GRANT AGREEMENT

Page 3 of 3

Subaward Name: **FY 2016 Local Emergency Management Performance Grant** Subaward Date: December 7, 2016

8. The Subrecipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

9. The Subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

10. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

11. The Subrecipient must submit a Quarterly Progress Report for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Reports are due within fifteen (15) days following the end of the quarter. A Final Progress Report is due thirty (30) days after the end date of the performance period. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure and prevent future awards to the Subrecipient.

12. National Incident Management System (NIMS) Implementation Compliance

In accordance with HSPD-5, the adoption of the NIMS is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. No federal funds will be released to the primary grantee and any other entity participating and benefiting in this project if this requirement has not been met. In the event of a Corrective Action Plan submitted, VDEM/SAA will determine if the Subrecipient has made sufficient progress to disburse funds.

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2. Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
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All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Duplication of Benefits

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

FY 2016 DHS Standard Terms and Conditions

Education Amendments of 1972 (Equal Opportunity in Education Act)- Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that is defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

FY 2016 DHS Standard Terms and Conditions

Lobbying Prohibitions	All recipients must comply with <u>31 U.S.C. § 1352</u> , which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
Non-supplanting Requirement	All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
Notice of Funding Opportunity Requirements	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
Patents and Intellectual Property Rights	Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Procurement of Recovered Materials	All recipients must comply with Section 6002 of the <u>Solid Waste Disposal Act</u> , as amended by the <u>Resource Conservation and Recovery Act</u> . The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 C.F.R. Part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Reporting Subawards and Executive Compensation	All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at <u>2 C.F.R. Part 170, Appendix A</u> , the full text of which is incorporated here by reference in the terms and conditions of your award.
SAFECOM	All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the <u>SAFECOM</u> Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Terrorist Financing	All recipients must comply with <u>E.O. 13224</u> and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.
Trafficking Victims Protection Act of 2000	All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the <u>Trafficking Victims Protection Act of 2000</u> , (TVPA) as amended (<u>22 U.S.C. § 7104</u>). The award term is located at <u>2 CFR § 175.15</u> , the full text of which is incorporated here by reference in the terms and conditions of your award.
Rehabilitation Act of 1973	All recipients must comply with the requirements of Section 504 of the <u>Rehabilitation Act of 1973</u> , <u>29 U.S.C. § 794</u> , as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

FY 2016 DHS Standard Terms and Conditions

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c.

Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

CHS

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the FY2017-2018 Local Emergency Management Performance Grant (LEMPG) to the City from the Virginia Department of Emergency Management (VDEM), and authorizing execution of any required documentation on behalf of the City.

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

1. The City of Roanoke does hereby accept the FY2017-2018 Local Emergency Management Performance Grant (LEMPG) offered by the Virginia Department of Emergency Management (VDEM) in the amount of \$53,387, with a required local match from the City of Roanoke in the amount of \$53,387, for a total award of \$106,774, to be used to support the emergency management performance, which will include the Emergency Manager's salary, planning and vehicle. The grant is more particularly described in the City Council Agenda Report dated January 17, 2017.

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

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

ATTEST:

City Clerk.



7.a.3.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: Encroachment Request from Norfolk Southern Railway Company, for a Retaining Wall Associated with the Passenger Rail Platform to be located at Norfolk Avenue SE, Adjacent to a Portion of Tax Map Parcel 9999999, proximate to the intersection of Norfolk Avenue, SE and Market Street, SE (CM17-00001)

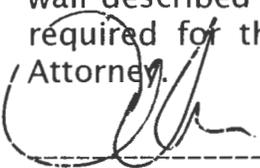
Background:

Norfolk Southern Railway Company is requesting an encroachment for a retaining wall in the public right-of-way of the City of Roanoke located on Norfolk Avenue SE, Roanoke, Virginia, in connection with the development of the Passenger Rail Platform track adjacent to real property located at a portion of Official Tax Map No. 9999999, that portion being proximate to the intersection of Norfolk Avenue, SE and Market Street, SE.

The encroachment request allows the retaining wall necessary to accommodate track improvements associated with the proposed passenger platform to occupy a portion of the public right-of-way of Norfolk Avenue, SE. The area of the encroachment shall be approximately 170 feet by 8 feet along the northern side of the public right-of-way, more particularly bounded and described on the attached exhibit entitled "Proposed Passenger Track, Platform, and Norfolk Avenue Purchase and Sale Exhibit Encroachment." prepared by Norfolk Southern Railway Company, dated November 30, 2016.

Recommended Action:

Approve the proposed Ordinance authorizing the encroachment of the retaining wall described on the exhibit attached to this letter. All necessary documents required for this encroachment are to be approved as to form by the City Attorney.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Sherman Stovall, Assistant City Manager for Operations
Barbara A. Dameron, Director of Finance
Robert K. Bengtson, Director of Public Works
Philip C. Schirmer, P.E., City Engineer

PROPERTY LINES / ACREAGE
ARE SUBJECT TO SURVEY

CITY OF ROANOKE, VIRGINIA



CP 10



TO SHENANDOAH (H1 & H2) →

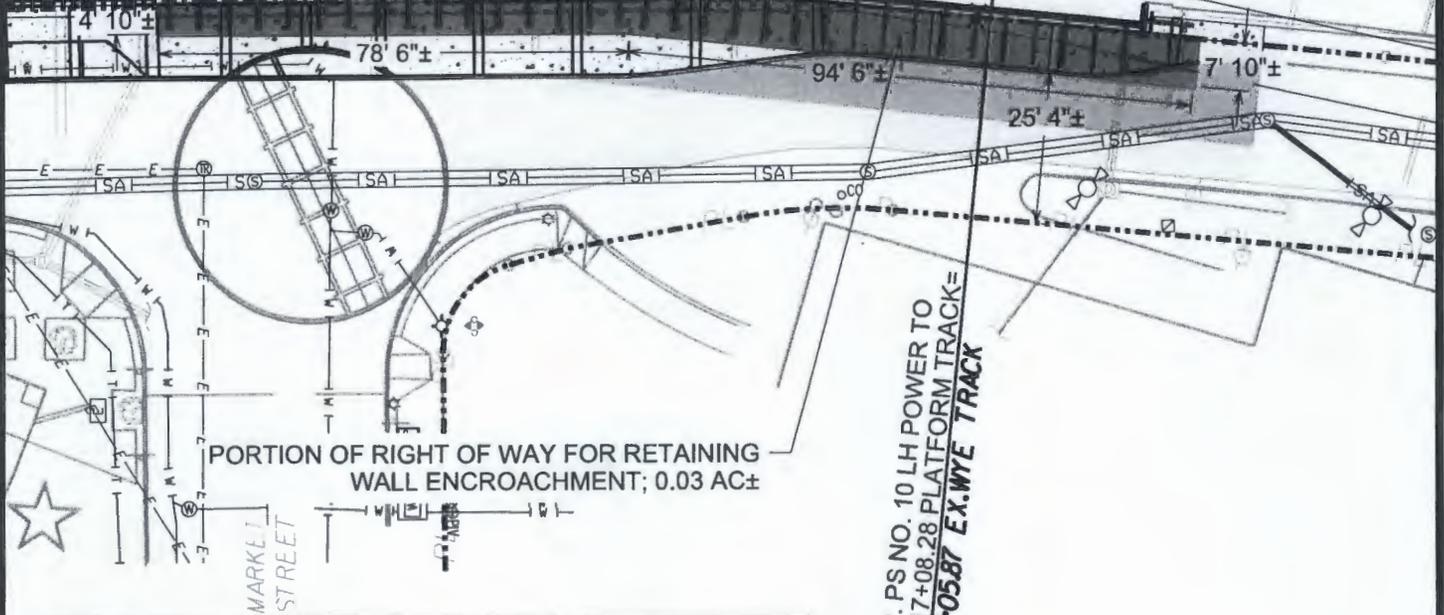
← TO WALTON

30-00

TO LYNCHBURG (N1 & N2) →

30-00

EXISTING WYE TRACK



LEGEND



PREMISES 3 - PORTION OF RIGHT OF WAY FOR
RETAINING WALL ENCROACHMENT; 0.03 AC±



SCALE: 1" = 30'

DO NOT SCALE THIS DRAWING FOR DIMENSIONS NOT GIVEN



NORFOLK SOUTHERN RAILWAY CO.

OWNING COMPANY

POCAHONTAS

OPERATING DIVISION

OFFICE OF THE CHIEF ENGINEER - DESIGN AND CONSTRUCTION - ATLANTA, GA.

REV	BY	DATE	DESCRIPTION
LOCATION: ROANOKE, VIRGINIA			
TITLE: PROPOSED PASSENGER TRACK, PLATFORM, AND NORFOLK AVENUE PURCHASE AND SALE EXHIBIT ENCROACHMENT			
DGN	TST	PTD No. D1940	VRN 15377,15386,1539
			MILE POST N-257.45
DWN	TST	FILE No. CRS0129781	DRAWING NUMBER
CHK	BLP	DATE NOVEMBER 30, 2016	EXHIBIT A

CADD FILE*

yc

7.a.3.

PUBLIC RIGHT OF WAY LOCATED
ADJACENT TO A PORTION OF OFFICIAL TAX MAP NO: 9999999 (Norfolk Avenue, S.E. and Market Street, S.E.)

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing one (1) proposed encroachment, for the benefit of Norfolk Southern Railway Company, a Virginia corporation, into the public right-of-way of the City of Roanoke, in connection with the construction, maintenance, repair, renewal, removal and replacement of a portion of a retaining wall on both property of Norfolk Southern Railway Company and public right-of-way of the City of Roanoke, and related to the development of construction, maintenance, repair, renewal, removal and replacement of the nearby City of Roanoke passenger platform, at the following location: on the northerly side of Norfolk Avenue, S.E., near the intersection with Market Street, S.E., Roanoke, Virginia, designated as Official Tax Map No. 9999999, and the area covered being depicted on that drawing designated as Exhibit A, and attached to this Ordinance; and dispensing with the second reading of this Ordinance by title.

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

1. Authorization is hereby granted to Norfolk Southern Railway Company, a Virginia corporation, pursuant to Section 15.2-2010, Code of Virginia (1950) as amended, for the encroachment for the construction, maintenance, repair, renewal, removal and replacement of a retaining wall, and related to the construction, maintenance, repair, renewal, removal and replacement (but not encroachment) of the nearby City of Roanoke passenger platform, with the said retaining wall encroachment being at the following location: on the northerly side of Norfolk Avenue, S.E., near the intersection with Market Street, S.E., Roanoke, Virginia, designated as Official Tax Map No. 9999999, and the area covered being depicted on that drawing designated as

Exhibit A, and attached to this Ordinance. The encroachment is set out in more detail in the said Exhibit A., and is more particularly set forth and described in the City Council Agenda Report dated January 17, 2017.

2. Norfolk Southern Railway Company agrees that it shall be solely responsible for the construction, maintenance, repair, renewal, removal and replacement of the retaining wall encroachment, with all such work being at Norfolk Southern Railway Company's sole cost and expense, provided, however, that Norfolk Southern Railway Company shall not be obligated to pay any taxes, assessments, charges, fees or other costs or expenses to the City of Roanoke relating to such encroachment. It is agreed by Norfolk Southern Railway Company that in constructing, maintaining, repairing, renewing, removing or replacing such retaining wall encroachment, Norfolk Southern Railway Company, its grantees, assignees, or successors in interest agree to indemnify and save harmless the City of Roanoke, its officers, agents, and employees from any and all claims for injuries or damages to persons or property, including reasonable attorney's fees, that may arise by Norfolk Southern Railway Company's negligent or willful misconduct in Norfolk Southern Railway Company's use of the above-described retaining wall encroachment.

3. Norfolk Southern Railway Company acknowledges and agrees that the right granted by this Ordinance is a license revocable by the City. Norfolk Southern Railway Company and the City acknowledge and agree that (i) the retaining wall encroachment is necessary for the operation of the intercity passenger rail platform and tracks serving said platform; and (ii) revocation of the retaining wall encroachment will compromise the stability of the retaining wall and the passenger platform tracks; and, in such event, Norfolk Southern Railway Company will take the tracks serving the passenger platform out of service. Based on the foregoing, Norfolk Southern Railway Company

and the City agree that, prior to revoking this retaining wall encroachment by the City, the City shall provide Norfolk Southern Railway Company with notice, in writing, of the City's consideration of revoking this retaining wall encroachment and the parties shall meet to discuss alternatives and options. Thereafter, in the absence of any agreement to the contrary, upon a thirty (30) day written demand by the City of Roanoke, Norfolk Southern Railway Company shall remove the said encroachment; provided that if this demand shall occur, the City of Roanoke acknowledges that the stability of the retaining wall and the passenger platform tracks will be compromised and Norfolk Southern Railway Company will take the tracks serving the passenger platform out of service. Removal of the encroachment relating to the retaining wall shall be at the sole cost and expense of Norfolk Southern Railway Company.

4. Norfolk Southern Railway Company undertakes to act and will continue to act as a self-insurer of its liabilities, if any, and will pay all sums that it shall become legally obligated to pay in connection with this Ordinance.

5. The City Clerk shall transmit an attested copy of this Ordinance to Norfolk Southern Railway Company, c/o General Counsel-Operations, Law Department, Three Commercial Place, Norfolk, Virginia 23510.

6. This ordinance shall be in full force and effect at such time as a copy, duly signed, sealed, and acknowledged by Norfolk Southern Railway Company, has been admitted to record, at the cost of Norfolk Southern Railway Company, in the Clerk's Office of the Circuit Court for the City of Roanoke and shall remain in effect until the City requires the removal of such encroachments, as provided in Paragraph 3 above, which may be done pursuant to the terms of this Ordinance by the City of Roanoke sending written notice to remove the encroachment authorized

herein to Norfolk Southern Railway Company at the noted Norfolk, Virginia address. In the event this Ordinance is not signed by Norfolk Southern Railway Company and recorded in the Circuit Court Clerk's Office for the City of Roanoke within (90) days from the adoption of this Ordinance, this Ordinance shall terminate and be of no further force and effect.

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

ATTEST:

City Clerk.

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

NORFOLK SOUTHERN RAILWAY COMPANY,
a Virginia corporation

By: _____
Title: _____
Name: _____

STATE OF VIRGINIA)
) To-wit:
CITY OF NORFOLK)

I, a Notary Public in and for the State and City aforesaid, do certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, Vice President of Norfolk Southern Railway Company, a Virginia corporation, for and on behalf of Norfolk Southern Railway Company a Virginia corporation.

My Commission expires: _____.

Notary Public
Registration No. _____

T.O.H.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: Temporary Nonexclusive Revocable License Agreement for Lumos Networks Inc. (CM17-00005)

Background:

In October, 1990, City Council granted Roanoke and Botetourt Telephone Company a franchise (Ord. #30250-10190) to use the City's streets, alleys and public ways for the purpose of building and maintaining a fiber optic telecommunications system. On February 25, 1991 City Council approved the transfer of the franchise (Ord. #30412-22591) from Roanoke and Botetourt Telephone Company to R&B Network, Inc. On October 31, 2011 R&B Network, Inc., merged with Lumos Networks Inc. Lumos obtained from the Virginia State Corporation Commission a certificate of public convenience and necessity to provide interexchange telecommunications services within Virginia by Order dated May 1, 2012. A staff review of records prompted the recognition that the original franchise agreement had expired although the parties have been operating as though it had not. In July, 2015 Lumos Networks Inc. (Lumos) made a written request to the City of Roanoke for a Temporary, Nonexclusive Revocable License Agreement (License Agreement). This request asked for the right to construct, maintain and operate a telecommunications facility in, over, under and across portions of the public ways within the City.

Considerations:

Lumos and City staff has negotiated a Temporary, Nonexclusive, Revocable License Agreement that will allow Lumos to use the City's public right-of-way to construct, maintain and operate a telecommunication system or facilities in order to provide telecommunications services within the City. Such License Agreement is substantially similar to other license agreements that have been granted by the City to other telecommunications providers operating in the City. Such License Agreement provides that Lumos will be granted a License Agreement for the term of one year and month to month thereafter until the adoption of a telecommunications regulatory ordinance, franchise and/or agreement that the City may adopt in the future and that Lumos will comply with any such future telecommunications regulatory ordinance, license and/or

franchise that the City may adopt in accordance with the law that may be applicable to such matter. The License Agreement provides that Lumos will owe the City and/or the Commonwealth of Virginia any fees and other compensation that may be allowed and are due in accordance with the law to the City and the Commonwealth of Virginia under applicable federal, state and local laws, ordinances and regulations. The License Agreement also provides that Lumos will comply with the City's Right-of-Way Excavation and Restoration standards with regard to any work that it does in the City's public ways.

Lumos currently does not have any immediate plans for installation of additional equipment and/or fiber in the City's right-of-way. A copy of the proposed License Agreement is attached to this letter together with a map showing Lumos' existing fiber network within the City's public ways.

In 1996, Congress passed the Telecommunications Act of 1996. The Act was designed to remove regulatory barriers and create competition among all types of telecommunication companies. The Act preempts all state and local laws that prohibit or have the effect of prohibiting a business from providing telecommunication services within a locality's public ways. However, the Act does allow the locality to take reasonable steps to protect or to manage such locality's public ways. Therefore, granting the requested License Agreement to Lumos will be consistent with the purposes and provisions of the Telecommunications Act of 1996. There is no funding requirement on behalf of the City.

Recommended Action:

Authorize the City Manager to execute a Temporary, Nonexclusive, Revocable License Agreement with Lumos Networks Inc. that allows Lumos to construct, maintain and operate telecommunications facilities in the City's Public right-of-way, as set forth above and in the License Agreement. The term of such License Agreement will be for one year and continue month to month thereafter or until the adoption of a telecommunications regulatory ordinance, franchise and/or agreement by the City, whichever occurs first, subject to being revoked by the City upon 60 days' written notice to Lumos. The Temporary, Nonexclusive, Revocable License Agreement shall be in a form approved by the City Attorney and shall be substantially similar to the form attached to this letter.

Authorize the City Manager to take such action and execute such documents as necessary to implement, administer and enforce such Temporary, Nonexclusive, Revocable License Agreement. All such other documents shall be in a form approved by the City Attorney.



Christopher P. Morrill
City Manager

Distribution: R. Brian Townsend, Assistant City Mgr. Community Development
Sherman M. Stovall, Assistant City Mgr., Operations
Robert K. Bengtson, P.E., Director of Public Works
Philip C. Schirmer, P.E., L.S., City Engineer
Roy Mentkow, Director of Technology
Mark Jamison, Manager of Transportation

TEMPORARY NONEXCLUSIVE REVOCABLE LICENSE AGREEMENT

This Temporary Nonexclusive Revocable License Agreement (hereafter License or Agreement) is made and entered into this _____, 2017, between the City of Roanoke, Virginia, a Virginia municipal corporation (hereafter - City or Grantor) and Lumos Networks Inc., (hereafter Lumos or Grantee), a Virginia corporation, authorized to transact business in Virginia, having an office at One Lumos Plaza, Waynesboro, Virginia 22980.

WHEREAS, Lumos has requested the right to construct, maintain, and operate a telecommunications facility in, over, under, and across the City's rights-of-way in order to provide telecommunications services within the City in connection with installations Lumos or its predecessors have installed in the City rights-of-way over the years; and

WHEREAS, in October 1990, Roanoke City Council granted Roanoke and Botetourt Telephone Company a franchise (Ordinance Number 30250-10190) to use the City's streets, alleys and public ways for the purpose of building and maintaining a fiber optic telecommunications system; and

WHEREAS, on February 25, 1991, Roanoke City Council approved the transfer of the franchise (Ordinance Number 30412-22591) from Roanoke and Botetourt Telephone Company to R&B Network, Inc.; and

WHEREAS, on October 31, 2011, R&B Network, Inc. merged with Lumos Networks Inc.; and

WHEREAS, Lumos desires to continue to enter and utilize the City rights-of-way under a temporary nonexclusive revocable license to use the rights-of-way at its own risk; and

WHEREAS, the City is agreeable to allowing Lumos to use the City rights-of-way subject to certain terms and conditions hereinafter set out and subject to any Telecommunications Regulatory Ordinance and License/Franchise Agreement that may be adopted by the City in the future.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Lumos agree as follows:

Section 1: Grant of Authority.

Lumos will provide a detailed route diagram and detailed description of all facilities, appliances, their location, and construction requirements which it anticipates will be used for its telecommunications facility within the City of Roanoke. A route diagram dated November 29, 2016 showing the current and anticipated route is attached to this License Agreement as Exhibit 1. Lumos is hereby granted a temporary nonexclusive revocable license to construct, maintain, and operate an underground telecommunications facility in, over, under, and across those portions of the public ways within the City as described in Exhibit 1 and such other public ways within the City as Lumos may request and which requests are approved by the City Manager or the City Manager's designee in his/her sole discretion and which are in compliance with the provisions of this License Agreement, all for

the sole purpose of providing telecommunication services. This License Agreement does not include any provision of any cable television services of any type or any wireless services or other types of services other than telecommunication services as defined in the definition section of this License Agreement. The City specifically reserves the right to grant other licenses, franchises, or other rights as it deems appropriate for other telecommunications systems or facilities or any other purposes in accordance with the law.

Section 2: Definitions.

For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person.

"Cable Act" shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. § 532, *et seq.*, as now and hereafter amended.

"Cable operator" means a person providing or offering to provide "cable service" within the City as that term is defined in the Cable Act.

"Cable service" for the purpose of this Agreement shall have the same meaning provided by the Cable Act.

"City" means the City of Roanoke, Virginia, and where appropriate, its officers, agents, employees and volunteers.

"City Manager" means the City Manager of the City of Roanoke or his designee.

"City property" means and includes all real property owned by the City, other than public streets and utility easements, as those terms are defined herein, and all property held in a proprietary capacity by the City, which are not subject to right-of-way licensing and franchising as provided in this Agreement.

"Communications Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, and as may be amended from time to time.

"Conduit" means any materials such as the metal or plastic pipe that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunication service.

"Duct" means a pipe, tube, channel or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Excess capacity" means the volume or capacity in any existing or future duct, innerduct, conduit, manhole, handhole or other utility facility within the public way that is, or will be,

available for use for additional telecommunications facilities.

"FCC" or "Federal Communications Commission" means the Federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

"Grantee" means Lumos Networks Inc. or any person receiving any authorization pursuant to the terms and provisions of this Agreement, including a Licensee or Franchisee.

"Grantor" means the City of Roanoke, Virginia.

"Gross revenue" means any and all cash, credit, property of any kind or nature, or other consideration received directly or indirectly by a telecommunications carrier in anyway derived from its provision of telecommunications service in the City or from its telecommunications facilities in the City whether or not they originate or terminate in or outside the City.

"Maintenance" means any effort or expenditure taken or made by a Grantee to preserve, repair, or improve existing telecommunications facilities or infrastructure in accordance with generally accepted industry standards.

"Other ways" means the highways, streets, alleys, utility easements or other rights-of-way within the City, but under the jurisdiction and control of a governmental entity other than the City.

"Overhead facilities" means utility poles, utility facilities and telecommunications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

"Person" means any natural person, corporation, company, association, joint stock company or association, firm, partnership, limited liability company, joint venture, trust, individual and any other legally recognized entity, private or public, whether for profit or not-for-profit and includes the officers, agents, employees or representatives of such entity where appropriate.

"Public street" means the surface of and the space above and below any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including non-paved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, or similar public use.

"Public way" means and includes all public streets and utility easements, as those terms are defined herein, now or hereafter held or controlled by the City, but only to the extent of the City's right, title, interest or authority to grant a License or Franchise to occupy and use such streets and easements for telecommunications facilities.

"State" or "Commonwealth" means the Commonwealth of Virginia.

"State Corporation Commission" means the State administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers in the Commonwealth of Virginia.

"Surplus space" means that portion of the usable space on a utility pole which has the necessary clearance from other pole users and the ground surface, as required by the orders and regulations of the State Corporation Commission or other regulatory entity, to allow its use by a telecommunications carrier for a pole attachment.

"Telecommunications carrier" means and includes every person that directly or indirectly owns, controls, operates or manages plant, circuits, equipment or property within the City, used or to be used for the purpose of offering telecommunications service.

"Telecommunications facilities" means the plant, equipment and property, including but not limited to, fiber optic cables, cables, lines, wires, conduits, ducts, circuits, pedestals, antennae, electronics and other appurtenances or technology used or to be used to transmit, receive, distribute, provide or offer telecommunications services.

"Telecommunications provider" means and includes every person who provides telecommunications service over telecommunications facilities without any ownership or management control of the telecommunications facilities.

"Telecommunications service or services" means the providing or offering for rent, sale or lease, or in exchange for other value received, the transmittal of signals, including but not limited to voice, data, image, graphic or video or other programming information between or among points by wire, lines cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite or other telecommunications facilities.

"Telecommunications system" See *"Telecommunications facilities"*.

"Underground facilities" means utility or telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for Overhead Facilities.

"Usable space" means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance as specified in the orders and regulations of the State Corporation Commission or other regulatory entity.

"Utility" or "Public Utility" shall be defined in accordance with applicable state laws regarding public utilities.

"Utility easement" or "Public Utility easement" means any easement held by the City and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.

"Utility facilities" means the plant, equipment and property, including but not limited to, the poles, pipes, mains, conduits, ducts, cables, fiber optic cables, circuits, wires, lines, plant and

equipment located under, on or above the surface of the ground within the public ways of the City and used or to be used for the purpose of providing utility or telecommunications services.

Section 3: Compliance With Applicable Law.

City and Grantee shall at all times comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the Communications Act.

Section 4: Permits.

Grantee, including its contractors, subcontractors, agent, assigns, and consultants, prior to any construction or work, agrees that it shall obtain all appropriate permits therefor, including any application and permit for street opening if any streets will be disturbed.

Section 5: Grantee's Authority.

Grantee warrants and represents that it, and all contractors, subcontractors, agents, assigns, and consultants doing work under, or on behalf of Grantee, have obtained all necessary and appropriate authority and approvals from all applicable federal and state agencies or authorities to provide all Telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

Section 6: License Only.

Grantee acknowledges and agrees that all Grantee is granted by this Agreement is a temporary nonexclusive revocable license and that no franchise or any other rights of any kind are granted by this Agreement, including but not limited to any right to provide any type of cable television services or wireless services.

Section 7: Application Of Telecommunications Regulatory Ordinance.

Grantee acknowledges and agrees that the City may develop a Telecommunications Regulatory Ordinance and/or License/Franchise Agreement in the future. Any such Ordinance or Agreement shall apply as may be required by law to all telecommunications carriers or providers having facilities in the public ways within the City on a competitively neutral and non-discriminatory basis. Grantee acknowledges and agrees it will be subject to any such future Telecommunications Regulatory Ordinance and/or License/Franchise Agreement that the City may adopt in accordance with the law and that Grantee will comply with all the terms and conditions of any such Ordinance or Agreement, including but not limited to any terms for compensation due to the City, and that such compliance will be retroactive to the date of this Agreement, if allowed by law.

Section 8: Compensation.

Grantee acknowledges and agrees that the compensation Grantee will owe the City and/or the Commonwealth of Virginia for the use of the City's public ways shall be any fees and other compensation that may be allowed to and/or due in accordance with the law to the City and/or the Commonwealth of Virginia under any applicable federal, state, and local laws, ordinances, and regulations. This specifically includes the Public Rights-of-Way Use Fee adopted by the City in Ordinance No. 34196-030199, adopted by Council on March 1, 1999, as allowed by law.

Section 9: Term.

The term of this Agreement shall be for one (1) year, from _____, 2017, through _____, 2018, and shall continue month-to-month thereafter, or until the adoption of a Telecommunications Regulatory Ordinance, Franchise and/or Agreement by the City, whichever occurs first, at which time all rights of Grantee under this Agreement that may be affected or replaced by such Ordinance, Franchise, or Agreement, shall terminate. If Grantee fails or refuses to perform any of the terms of this Agreement, including poor services, work, or materials and fails to cure such defect within sixty (60) days of written notice from the City of the same, the City shall have the right to revoke the Grantee's rights under this Agreement, and terminate this Agreement, such notice to be sent to the Grantee at the below address. Furthermore, the City shall have the right to revoke the Grantee's rights under this Agreement, and terminate this Agreement, without cause, at any time upon giving the Grantee one (1) year written notice, such notice to be sent to the Grantee at the following address by certified return receipt mail or overnight delivery service.

Lumos Networks Inc.
Legal Department _____
One Lumos Plaza _____
Waynesboro, Va. 22980__

Section 10: Other remedies.

Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or Grantee may have, at law or in equity, for enforcement of this Agreement.

Section 11: Severability.

If any provision of this License, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the License shall not be affected and all other terms and conditions of the License shall be valid and enforceable to the fullest extent permitted by law.

Section 12: Transfer of ownership.

Grantee shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either voluntarily or by force or involuntary sale, or ordinary sale, consolidation, or otherwise any of the rights or privileges granted by this Agreement without the prior consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, if Grantee should have a name change only, with no transfer of assets or obligations to other entities, such a transfer will only require written notice to City Council at least thirty (30) days prior to such transfer.

Section 13: Costs.

Grantee will pay to the City any actual costs and expenses incurred by the City related to the grant of this License Agreement. The total amount of costs and expenses Grantee will owe the City in connection with the grant of this License Agreement and/or the adoption of a

Telecommunications Regulatory Ordinance and License/Franchise Agreement will be determined upon the City's adoption of such Ordinance and/or Agreement, not to exceed \$10,000 per Grantee. However, Grantee will also pay the City all reasonable costs and expenses incurred by the City in connection with any enforcement or defense of this License Agreement. All such costs and expenses are to be paid within thirty (30) days after submission of any statements to the Grantee by the City for such costs and expenses.

Section 14: Conditions of License.

Section 14.1: Location of Facilities:

All telecommunications facilities shall be constructed, installed, relocated, and located in accordance with the following terms and conditions, unless otherwise specified:

- 14.1.1: To the extent feasible, Grantee shall install its telecommunications facilities within an existing underground duct or conduit whenever excess capacity exists within such utility facility. If not feasible, Grantee, upon approval from the City, may construct or install its own conduits or ducts.
- 14.1.2: Grantee, with permission to install overhead facilities, shall install its telecommunications facilities on pole attachments to existing or replacement utility poles only, and then only if surplus space is available.
- 14.1.3: Whenever any existing electric utilities, cable facilities, or telecommunications facilities are located underground within a public way of the City, Grantee, with permission to occupy the same public way, must also locate its telecommunications facilities underground.
- 14.1.4: Whenever any new or existing electric utilities, cable facilities, or telecommunications facilities are located or relocated underground within a public way of the City, if Grantee currently occupies the same public way, Grantee shall relocate its facilities underground, at Grantee's sole cost, within a reasonable period of time. Absent extraordinary *circumstances or undue hardship as determined by the City*, such relocation shall be made concurrently to minimize the disruption of the public ways.
- 14.1.5: Whenever new telecommunications facilities will exhaust the capacity of a public way or utility easement to reasonably accommodate future telecommunications carriers or facilities, the Grantee shall provide, at no cost to City, such additional ducts, conduits, manholes, handholes and other facilities as reasonably necessary for nondiscriminatory access to future telecommunications carriers or use alternate routes, subject to approval from the City.

Section 14.2: Compliance with Laws:

Grantee shall, before commencing any construction in the public ways, comply with all local, state and federal laws and regulations and continue to comply with them throughout the License or Franchise.

Section 14.3: Permits:

Grantee is required to obtain all applicable permits for telecommunications facilities as required in this Agreement. However, nothing shall prohibit the City and Grantee from agreeing to an alternative plan to review permit and construction procedures in an agreement, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

Section 14.4: Public Works:

The rights and privileges granted by this Agreement shall not be in preference or hindrance to the rights of the City and any other lawful governmental authorities having jurisdiction to perform or carry out any public works or public improvements.

Section 14.5: Use of Public Ways:

14.5.1: Grantee, in any opening it shall make in the public ways of the City, shall be subject to the provisions of this Agreement and to all applicable ordinances, codes, and regulations of the City. The telecommunications system of the Grantee shall be located so as not to interfere with the public safety or with the convenience of persons using the public ways.

14.5.2: The City reserves the right by resolution of the City Council or otherwise through proper representatives of the City to specifically designate the location of the telecommunications system of Grantee with reference to municipal facilities, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, public cable television utilities, and railway communication and power lines, in such a manner as to protect the public safety and public and private property and to facilitate the creation of a convenient, attractive and harmonious community. Failure by the City to so designate does not relieve Grantee of its responsibilities in matters of public safety as provided in this Agreement. Grantee shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location, and maintenance of drainage, electrical, signal and fiber optic facilities of the City.

14.5.3: Except in the cases of emergencies, Grantee shall at all times comply with Section 30-60 et seq. of the Code of the City of Roanoke, 1979, as amended, with respect to any opening it shall make in the public ways of the City. Grantee shall not extend beyond the locations specified in Exhibit 1 its telecommunications system in any public way unless prior written notice of its intention to do so is given to the City Manager and permission in writing to do so is granted by the City Manager, through the City's standard permitting process, or such requirement is waived by the City Manager. Such permission shall be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways of the public, the City or by any public utility or any public service corporation for their respective purposes and functions. Such work by Grantee shall also be coordinated with the City's annual paving program through the City Transportation Division Manager, or other designated City Department. This includes the City of Roanoke Right of Way Excavation and Restoration Standards, Revised July 1, 2013, and as they may be amended.

14.5.4: The City does require that written permits, in any and all cases, be obtained by Grantee whenever it becomes necessary for Grantee to excavate in the public ways in order to install, construct, maintain or extend the telecommunications system. Such permits are applicable to any and all types of excavations in the public ways, and City Council may, by resolution, establish a fee for each excavation made in a public way. Such permits may require the particular part or point of the public ways where construction or excavation is to be conducted, the length of time in which such permit shall authorize such work to be done and the hours of each day during which such work shall be undertaken. A single permit may be issued for multiple excavations to be made in public ways; provided, however, any public way opening fee established by City Council shall apply to each excavation made in public ways of the City. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in the public ways of the City without permit, Grantee shall apply for an emergency permit within four hours after the City of Roanoke, Virginia's Transportation Division's offices are first opened. Any permit applications and inspections related to repair

of excavations shall be promptly acted upon by the City so as not to unreasonably delay the Grantee in discharging its public service obligation. Any fees for permits or inspections charged by the City shall be based on the City's costs of administering the program of issuing permits and conducting inspections.

14.5.5 Grantee shall not open, disturb or obstruct, at any one time, any more of the public ways than reasonably may be necessary to enable it to proceed in laying or repairing its telecommunications system. Neither shall Grantee permit any public ways so opened, disturbed or obstructed by it in the installation, construction, repair or extension of its telecommunications system to remain open or the public way disturbed or obstructed for a longer period of time than reasonably shall be necessary. In all cases where any public ways shall be excavated, disturbed or obstructed by Grantee, Grantee shall take all precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

14.5.6 Whenever the City shall widen, reconstruct, realign, pave or repave, or otherwise work on any public ways, or shall change the grade or line of any public ways, or shall construct or reconstruct any storm drainage or communications facility of the City, or if the telecommunications system interferes with the operation of such public works or improvements, it shall be the duty of Grantee to move, alter or relocate its telecommunications system or any part thereof as requested by the City at Grantee's cost and expense and as may be provided by applicable law. Upon written notice by the City Manager of the City's intention to perform work as specified above, Grantee shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the City for such construction, reconstruction or improvements. Should the Grantee fail, refuse or neglect to comply with such notice, the telecommunications system or any part thereof may be removed, altered or relocated by the City, the cost of which shall be paid by Grantee, and the City shall not be liable to Grantee for any damages resulting from such removal, alteration or relocation. In cases where Grantee believes the costs of relocation by Grantee would be cost prohibitive and an alternative location of the City's

facilities would be feasible, the City and Grantee may jointly evaluate whether Grantee could reasonably pay any additional costs to the City of the alternative City facility location in lieu of relocating Grantee's facilities.

Section 14.6: Damage to Property:

No Grantee nor any person acting on a Grantee's behalf shall take any action or permit any action to be done which may impair or damage any City Property, public ways or other areas of the City, or other property located in, on or adjacent thereto.

Section 14.7: Repair and Emergency Work:

In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided the Grantee shall apply for an emergency permit within four hours after the City of Roanoke, Virginia's Transportation Division's offices are first opened and shall notify the City as promptly as possible, before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable, but in no event later than 2 working days.

Section 14.8: Maintenance of Facilities:

Each Grantee shall maintain its facilities in a good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.

Section 14.9: Safety Standards.

Grantee shall at all times employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries or nuisances to the public.

Section 14.10: Police Power.

All rights and privileges granted hereby are subject to the lawful exercise of the police power of the City to adopt and enforce local laws, rules, and regulations necessary to the health, safety, and general welfare of the public. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement, any License or Franchise and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 14.11: Relocation or Removal of Facilities:

Within sixty (60) days following written notice from the City, a Grantee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public ways whenever the City shall have determined that such removal, relocation, change, or alteration is reasonably necessary for:

- 14.11.1: The construction, repair, maintenance or installation of any City facilities or other public improvement in or upon the public ways.
- 14.11.2: The operations of the City or other governmental entity in or upon the public ways.

Section 14.12: Unauthorized Facilities:

Within thirty (30) days following written notice from the City, any Grantee, telecommunications carrier, or other person that owns, controls or maintains any unauthorized telecommunications system, facility or related appurtenances within the public ways or other areas of the City shall, at its own expense, either remove such facilities or appurtenances from the public ways or other areas of the City or request retroactive authorization of the same from the City. A telecommunications system or facility is unauthorized and subject to potential removal in the following circumstances:

- 14.12.1: Upon expiration or termination of the Grantee's telecommunications License or Franchise.
- 14.12.2: Upon abandonment of a facility within the public ways of the City.
- 14.12.3: If the system or facility was constructed or installed without the prior grant of a telecommunications License or Franchise.
- 14.12.4: If the system or facility was constructed or installed without the prior issuance of a required construction permit.
- 14.12.5: If the system or facility was constructed or installed at a location not permitted by the Grantee's telecommunications License or Franchise.
- 14.12.6: Such other circumstances as the City may determine that shows telecommunications system or facility is unauthorized.

Section 14.13: Emergency Removal or Relocation of Facilities:

The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City will endeavor to notify telecommunications carriers of emergencies which may impact their telecommunications facilities by either attempting to notify the carrier or the appropriate notification center. Nothing herein shall create any duties or obligations on the City to so notify said telecommunications

carriers nor shall the City, its officers, agents, employees, or volunteers in any way be liable for any failure to notify said telecommunications carriers or notification center.

Section 14.14: Damage to Grantee's Facilities:

Except if caused by the City's negligence or willful misconduct, the City, its officers, agents, employees, or volunteers shall not be liable for any damage to or loss of any telecommunications services or any telecommunications facility within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

Section 14.15: Facilities Maps:

Grantee shall provide the City with "as built" drawings and an accurate map or maps in an electronic form agreed to by City and Grantee certifying the location of all of Grantee's telecommunications facilities within the City. Grantee shall, upon request, provide updated maps in accordance with this Section on an annual basis.

Section 14.16: Duty to Provide Information:

Within ten (10) days of a written request from the City, each Grantee shall furnish the City with information sufficient to demonstrate:

- 14.16.1 : That Grantee has complied with all requirements of this Agreement.
- 14.16.2 : That all municipal sales, telecommunications taxes, utility taxes or any other taxes or charges due the City in connection with the telecommunications services or facilities provided by the Grantee have been properly collected and/or paid by the Grantee.

Section 14.17: Leased Capacity:

Grantee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to persons; provided, Grantee shall provide City an annual written statement, upon request, of any leases with another telecommunications carrier or telecommunications provider. Names of the private telecommunications carrier or telecommunications provider with confidentially/proprietary agreements may be redacted.

Section 14.18: Insurance and Bond Requirements:

- (a) Requirement of insurance. Grantee shall, at its expense, obtain and maintain during the life of any License or Franchise the insurance and bonds required by this Agreement. Any required insurance and bonds shall be effective prior to the effective date of this Agreement. All such insurance shall be primary and noncontributory to any insurance or

self-insurance the City may have.

- (b) Commercial General Liability. Grantee shall maintain during the life of its License or Franchise Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of its License/Franchise or arising out of the License/Franchise. The minimum limits of liability for this coverage shall be \$10,000,000 combined single limit for any one occurrence.
- (c) Contractual Liability. Grantee shall maintain during the life of its License/Franchise broad form Contractual Liability insurance including the indemnification obligation set forth in this Agreement.
- (d) Workers' Compensation. Grantee shall maintain during the life of its License/Franchise Workers' Compensation insurance covering Grantee's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under its License/Franchise. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to the Workers' Compensation coverage, the Grantee's insurance company shall waive rights of subrogation against the City, its officers, agents, employees and volunteers.
- (e) Automobile Liability. Grantee shall maintain during the life of its License/Franchise Automobile Liability insurance. The minimum limit of liability for such insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under its License/Franchise.
- (f) Umbrella Coverage. The insurance coverages and amounts set forth in subsections (b), (c), (d) and (e) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$10,000,000. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (b), (c), (d) and (e), and it is further agreed that such statement shall be made a part of the certificate of

insurance furnished by Grantee to the City.

- (g) Pollution Liability Insurance. \$1,000,000 each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Also the insurance will provide coverage for cleanup costs.
- (h) Evidence of Insurance. All insurance, shall be written on an occurrence basis. In addition, the following requirements shall be met:
 - (1) The Grantee shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles, the amount of such deductible being subject to approval by the City.
 - (2) The required certificate or certificates of insurance shall include substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been provided to the City of Roanoke."
 - (3) The required certificate or certificates of insurance shall name the City of Roanoke, its officers, agents, employees and volunteers as additional insureds with regard to general liability, auto, and pollution coverages and the certificate of insurance shall show if the policies provide such coverage. 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. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of the beginning of this contract. The City's Risk Manager may approve other documentation of such insurance coverages.
 - (4) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement or any License/Franchise granted under this Agreement shall be authorized to do business in the Commonwealth of Virginia.
 - (5) The Grantee shall notify the City in writing within five (5)

calendar days if any of the insurance coverages or policies are cancelled, changed, or modified and Grantee shall immediately replace such policies and provide documentation of such to the City.

Section 14.19: Indemnification:

Grantee agrees and binds itself to indemnify, keep and hold the City, its officers, agents, employees and volunteers free and harmless from any and all claims, causes of action, damages or any liability on account of any injury or damage of any type to any persons or property growing out of or directly or indirectly resulting from any act or omission of Grantee, including but not limited to: (a) Grantee's use of the public ways or other areas of the City; (b) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of Grantee's telecommunications facilities; (c) the exercise of any right or privilege granted by or under this Agreement or any License/Franchise; or (d) the failure, refusal or neglect of Grantee to perform any duty imposed upon or assumed by Grantee by or under this Agreement or any License/Franchise. In the event that any suit or proceeding shall be brought against the City at law or in equity, either independently or jointly with Grantee on account of anything set forth above, Grantee, upon notice given to it by City, will defend the City in any such action or other proceeding, at the cost of the Grantee; and in the event of any settlement or final judgment being awarded against the City, either independently or jointly with Grantee, then Grantee will pay any such settlement or judgment or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the City, its officers, agents, employees and volunteers harmless therefrom. Notwithstanding the foregoing, the above-referenced indemnity obligations shall not apply to claims or causes of action arising from the negligence or willful misconduct of the City, its officers, agents, employees and volunteers.

Section 14.20: Hazardous Materials:

- 14.20.1 While on or near City's property, public way of the City, or easement or in its performance pursuant to this Agreement Grantee shall not transport, dispose of or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement and in any event Grantee shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of City's acquiescence, Grantee shall indemnify and hold City, its officers, agents, employees and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from Grantee's violation of this

paragraph and agrees to reimburse City for all costs and expenses incurred by City in eliminating or remedying such violations. Grantee also agrees to reimburse City and hold City, its officers, agents, employees and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of Grantee's use or release of any hazardous material, substance or waste onto the ground or otherwise, or into the water or air from, near or upon City's premises.

- 14.20.2 The Grantee shall protect, indemnify, and hold harmless the City from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any telecommunication facilities or the provision of telecommunications service.

Section 14.21: Performance and Labor and Material Surety:

Before a License or Franchise or this Agreement is effective, and as necessary thereafter, the Grantee shall provide and deposit such monies, bonds, letters of credit or other instruments in form and substance acceptable to the City as may be required by this License or Franchise Agreement.

Section 14.22: Bonds:

Within 10 consecutive calendar days after the effective date of the Agreement but before any construction is commenced, Grantee shall furnish to the City a performance bond and a labor and material payment bond each made payable to the City in the amount of one hundred (100%) of the estimated cost of constructing Grantee's telecommunications facilities for the construction covered by each permit, which in no event shall be less than \$50,000, within the public ways or other areas of the City. The Performance Bond is to guarantee that the project will be free of defective workmanship and materials discovered after completion and that the work is done in a proper manner without damage to the public ways or other areas of the City. The bonds shall be written by a corporate surety acceptable to the City and authorized to do business in the Commonwealth of Virginia. These performance and payment bonds shall remain in force until 60 days after completion of construction of Grantee's telecommunications facilities covered by each permit, as determined by the City and upon a certification of completion by Grantee. After the 60 day period has expired these performance and payment bonds may be extinguished by Grantee. However, the City reserves its right to require reimposition or to require Grantee to provide new performance and payment bonds in the event any material defaults are discovered in the existing system which, in the opinion of the City, present a need for reimposition of the bonds.

- 14.22.1: The bonds shall guarantee, to the satisfaction of the City:
- (a) timely completion of construction;
 - (b) construction in compliance with applicable plans, permits, technical codes and standards;
 - (c) proper location of the facilities as specified by the City;
 - (d) restoration of the public ways and other property affected by the construction;
 - (e) the submission of “as-built” drawings after completion of the work as required by this Agreement.
 - (f) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work.
 - (g) removal of the telecommunications facilities, if required by the terms of this Agreement

Section 14.23: Coordination of Construction Activities:

All Grantees are required to cooperate with the City and with each other and all construction locations, activities and schedules shall be coordinated, as ordered by the City Transportation Division Manager, to minimize public inconvenience, disruption, or damages.

Section 14.24: Transactions Affecting Control of Grant:

Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the Grantee, of the ownership or working control of a telecommunications License or Franchise, of the ownership or working control of affiliated entities having ownership or working control of the Grantee or of a telecommunications system, or of control of the capacity or bandwidth of Grantee's telecommunication system, facilities or substantial parts thereof, shall be considered an assignment or transfer requiring City approval pursuant to this Agreement, which shall not be unreasonably withheld, conditioned or delayed. Transactions between affiliated entities are not exempt from City approval.

Section 14.25: Non-enforcement by City:

Grantee shall not be excused from complying with any of the terms and conditions of this Agreement or any License or Franchise by any failure of the City, upon any one or more occasions, to insist upon Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions of this Agreement or the terms and conditions of any License or Franchise.

Section 15: Construction Standards

Section 15.1. General:

Grantee shall not commence or continue with the construction, installation or operation of telecommunications facilities within the City except as provided in this Agreement.

Section 15.2: Construction Codes:

Telecommunications facilities shall be constructed, installed, operated, and maintained in accordance with all applicable federal, state and local laws, codes, rules and regulations including the National Electrical Safety Code.

Section 15.3: Permits:

No person shall construct or install any telecommunications facilities within the City without first obtaining all appropriate permits therefor, provided, however:

- 15.3.1: All construction shall be coordinated with the City Transportation Division Manager, or other designated City Department, and the City's annual paving program.

Section 15.4: Applications:

Applications for permits to construct telecommunications facilities shall be submitted upon forms to be provided by the City and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:

- 15.4.1: That the facilities will be constructed in accordance with all applicable laws, codes, rules and regulations.
- 15.4.2: The location and route of all facilities to be installed on existing or replacement utility poles.
- 15.4.3: The location and route of all facilities to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the public ways or other areas of the City.
- 15.4.4: The location of all existing underground utilities, conduits, ducts, pipes, mains, manholes, handholes, junction points and installations which are within the public ways along the underground route proposed by the applicant.
- 15.4.5: The location of all other facilities to be constructed within the City, but not within the public ways.

- 15.4.6: The specific construction methods to be employed for protection of existing structures, fixtures, and facilities within or adjacent to the public ways.
- 15.4.7: The location, dimension and types of all trees within or adjacent to the public ways along the route proposed by the applicant, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas to be disturbed during construction.

Section 15.5: Engineer's Certification:

All permit applications shall be certified by the Grantee that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations.

Section 15.6: Traffic Control Plan:

All permit applications which involve work on, in, under, across or along any public ways or other areas of the City shall be accompanied by a traffic control plan conforming to the Virginia Work Area Protection Manual and demonstrating the protective measures and devices that will be employed, consistent with applicable local, state and federal laws and regulations, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic.

Section 15.7: Issuance of Permit:

Within twenty (20) working days after submission of all plans and documents required of the applicant and payment of the fees required by this Agreement, and compliance with the provisions of the Virginia Code, the City, if satisfied that the applications, plans and documents comply with all requirements of this Agreement, will issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as may be deemed necessary or appropriate.

Section 15.8: Construction Schedule:

The Grantee shall submit a written construction schedule to the City Transportation Division Manager ten (10) working days before commencing any work in or about the public ways. The Grantee shall further notify the City Transportation Division Manager not less than ten (10) working days in advance of any excavation or work in the public ways and shall comply with the provisions of the Virginia Underground Utility Damage Prevention Act, Virginia Code § 56-265.14 et. seq.

Section 15.9: Compliance with Permit:

All construction practices and activities pursuant to this License shall be in accordance with the permits and approved final plans and specifications for the facilities. The City and its representatives shall be provided access to the work by Grantee and its agents,

contractors and assigns, and such further information as it may require to ensure compliance with such requirements.

Section 15.10: Display of Permit:

The Grantee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the City at all times when construction work is occurring.

Section 15.11: Survey of Underground Facilities:

The Grantee shall supply and specify the location of all facilities by depth, line, grade, proximity to other facilities or other standard, the Grantee shall cause the location of such facilities to be verified, to the extent required. The Grantee shall relocate, at its expense, any facilities which are not located in compliance with permit requirements.

Section 15.12: Noncomplying Work:

Upon the provision of written notice by the City, Grantee shall bring all work which purportedly does not comply with the permit, the approved plans and specifications for the work, or the requirements of this License or Franchise, into compliance within sixty (60) days. If Grantee should fail to bring such work into compliance within this sixty (60) day period, Grantee shall be required to remove such non-compliant facilities at the sole expense.

Section 15.13: Completion of Construction:

The Grantee shall promptly complete all construction activities so as to minimize disruption of the City public ways and other public and private property. All construction work authorized by a permit within City, including restoration, must be completed within 120 days of the date of issuance of the permit. If Grantee cannot for any reason complete the construction work within the required 120-day time period, Grantee shall promptly notify the City and request a reasonable extension of said time period necessary for completion of the construction work.

Section 15.14: As-Built Drawings:

Within ninety (90) days after completion of construction, the Grantee shall furnish the City with two (2) complete sets of as built plans, drawn to scale and certified to the City as accurately depicting the actual location of all telecommunications facilities constructed pursuant to the Agreement or permit and shall include a digitized map(s) in electronic form readable by the current version of Auto CAD and tied to the Virginia State Plane Coordinate System and tied to the City's Survey Control monuments and geographic information system.

Section 15.15: Restoration of Public Ways, Other Ways and City Property:

Immediately after installation, repair or extension of the telecommunications facilities or any portion thereof or any pavement cut by telecommunications carriers in any public way or other areas of the City, the incidental trenches for excavation shall

be refilled by telecommunications carriers in a manner consistent with the City of Roanoke Right of Way Excavation and Restoration Standards, Revised July 1, 2013, and as they may be amended. Telecommunications carriers shall maintain, repair and keep in good condition for a period of two (2) years following such disturbance all portions of public ways or other areas disturbed by telecommunications carriers, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by Grantee.

Grantee shall promptly remove or correct any obstruction, damage, or defect in any public way which was caused by Grantee in the installation, operation, maintenance or extension of Grantee's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired or corrected by Grantee after proper notice to do so, given by the City to Grantee, may be removed or corrected by the City, and the cost thereof shall be charged against Grantee and may be enforced as a lien upon any of Grantee's properties or assets subject to any prior existing liens. Any expense, cost, or damages incurred for repair, relocation, or replacement to storm drainage, communication facilities or other property resulting from construction, operation, maintenance or extension of Grantee's telecommunications system shall be borne by Grantee and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by the Grantee to the City.

15.15.1 : If weather or other conditions do not permit the complete restoration required by this Section, the Grantee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Grantee's sole expense and the Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

15.15.2 A Grantee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including the Virginia Department of Transportation Work Area Protection Manual, latest edition.

Section 15.16: Landscape Restoration:

15.16.1 All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation maintenance, repair or replacement of telecommunications

facilities, whether such work is done pursuant to a Franchise, License, or permit must be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work.

15.16.2: All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City Transportation Division Manager.

Section 15.17: Responsibility of Owner:

The owner of the facilities to be constructed and, if different, the Grantee or Grantee's successor in interest, are responsible for performance of and compliance with all provisions of this Agreement.

Section 15.18: Controlling Law:

This Agreement shall be construed and enforced in accordance with the substantive law of the Commonwealth of Virginia and any applicable federal laws.

Section 15.19: Captions:

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

Section 15.20: Construction of Terms:

The terms and provisions of this Agreement and the Exhibits to the Agreement shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared such documents.

Section 15.21: Nondiscrimination:

- A. Grantee shall not discriminate on the basis of race, religion, color, sex or national origin in its employment practices, contracting or provision of services.
- B. The City represents and warrants that all telecommunications carriers or providers having facilities in the public ways within the City are being treated on a competitively neutral and non-discriminatory basis and have either (i) executed agreements with the City containing substantially similar terms as contained herein, or (ii) are using the City's public ways under preexisting franchises that continue to be in effect.

Section 16: City of Roanoke Right of Way Excavation and Restoration Standards- Revised July 1, 2013, and as they may be amended.

The City has adopted the City of Roanoke Right of Way Excavation and Restoration Standards- Revised July 1, 2013, and as they may be amended. Should there be any conflict between the provisions of this Agreement and such Standards, the more stringent provisions shall apply.

Section 17: Installation of Additional Conduit for the City:

At the time any trench, or other opening, is opened for installation or maintenance of conduit or underground cable or other device, Grantee shall give the City's Director of Public Works, with a copy to the City's Director of Technology, at least ten (10) days advance written notice of such work and inform the City of the incremental cost of installing one additional conduit for the exclusive use of the City of such dimension as specified by the City. If the City directs Grantee in writing within five (5) days following receipt of such written notice that the City desires the installation of such one additional conduit, Grantee shall install such an additional conduit at a charge no greater than the actual incremental cost of labor and materials for such additional conduit. All construction activities of Grantee shall be conducted in a workmanlike manner that will cause minimum interference with the rights and reasonable convenience of the public's and other utilities' use of the Streets and of the property owners directly affected thereby. Grantee shall maintain all structures, cable, fiber, conduits, and related equipment that are located in, over, under, and upon the Streets in a safe, suitable, substantial condition and in good order and repair at all times.

Section 18: Forum Selection and Choice of Law:

This License shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue and any actions for any litigation, suits, and claims arising from or connected with this License shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this License voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties.

Section 19: Effective Date:

The effective date of this License shall be _____, 2017.

Section 20: Removal of Grantee's Facilities:

If the City adopts a Telecommunications Regulatory Ordinance and/or Telecommunications License/Franchise Agreement and if Grantee is awarded a license or franchise or otherwise granted authority pursuant thereto, then on the effective date of any such award, the terms and conditions of that Telecommunications Regulatory Ordinance and/or License/Franchise Agreement shall supersede all the terms and conditions of this Agreement and this Agreement shall be automatically and immediately terminated. However, if Grantee is not awarded a license/franchise or otherwise granted rights by any future Telecommunications Ordinance or Agreement adopted by the City, or if the term of this Agreement expires or the rights granted

to Grantee by this Agreement are revoked by the City, after one (1) year written notice, Grantee shall immediately cease operations within the City and shall not be permitted to operate, maintain or repair its existing encroachments or facilities. In either of such cases where this Agreement is cancelled, terminated, or revoked, Grantee agrees to promptly remove any and all of Grantee's facilities and equipment within the City, all at the sole cost of Grantee, and Grantee shall restore the public ways to the same condition in which such area and property existed prior to installation of such facilities by Grantee, normal wear and tear excepted.

Section 21: Compliance With State Law, Foreign And Domestic Businesses

Authorized To Transact Business In The Commonwealth Of Virginia:

Grantee shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a business entity organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Grantee shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the License. The City may void the License if the Grantee fails to remain in compliance with the provisions of this section.

Section 22: Entire Contract:

This License, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This License may be amended only by written instrument properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

Attest/Witness:

CITY OF ROANOKE, VIRGINIA

By _____

Christopher P. Morrill, City Manager

Printed Name and Title

Attest/Witness:

LUMOS NETWORKS INC.

Jim Buch

By *Mary McDermott* (SEAL)

Boris Brockner Reg. Mgr

Mary McDermott
Authorized Agent and *SVP + Secretary*

Printed Name and Title

CORPORATE SEAL

Approved as to Form:

Approved as to Execution:

City Attorney

City Attorney

Authorized by Ordinance No. _____

Attachment of Lumos Networks Inc.

**EXHIBIT #1 TO THE TEMPORARY NONEXCLUSIVE REVOCABLE LICENSE
AGREEMENT BETWEEN CITY OF ROANOKE AND LUMOS NETWORKS INC.**

Attached is the existing route of the Lumos Networks Inc. fiber optic network for the City of Roanoke. Reference is made to the specific plans and specifications to be provided to the Office of the Roanoke City Transportation Division Manager or other designated City Department for greater detail.

LUMOS NETWORKS INC

By:

Mary McDermott

Print Name:

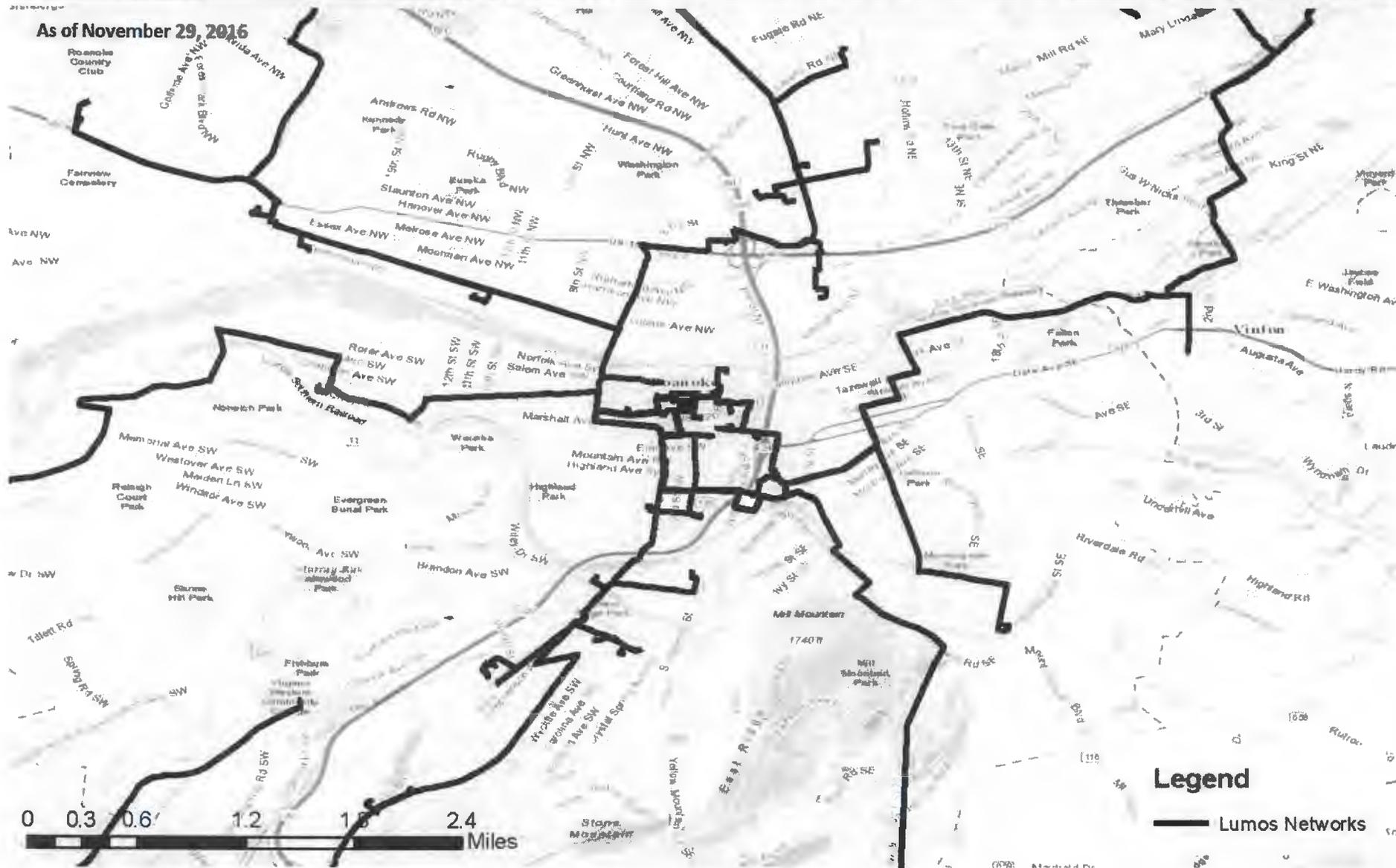
Mary McDermott

Title:

Senior VP & Secretary

Roanoke, VA Lumos Networks Fiber

As of November 29, 2016



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute on behalf of the City a Temporary Nonexclusive Revocable License Agreement with Lumos Networks Inc., that allows the construction, maintenance, and operation of a telecommunications facility in, over, under, and across the City's rights-of-ways in order to provide telecommunications services within the City; authorizing the City Manager to implement, administer, and enforce such Temporary Nonexclusive Revocable License Agreement; and dispensing with the second reading of this ordinance by title.

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

1. The City Manager is hereby authorized on behalf of the City to execute a Temporary Nonexclusive Revocable License Agreement with Lumos Networks Inc. (Licensee), that allows the construction, maintenance, and operation of a telecommunications facility in, over, under, and across the City's rights-of-ways in order to provide telecommunications services within the City, all as is more particularly set forth in the City Council Agenda Report to this Council dated January 17, 2017.

2. The term for the Temporary Nonexclusive Revocable License Agreement shall be for one year, and continue month to month thereafter or until the City adopts a final Telecommunications Regulatory Ordinance, Franchise and/or Agreement, whichever occurs first, and shall be subject to being revoked without cause upon sixty days notice from the City to the Licensee.

3. The Temporary Nonexclusive Revocable License Agreement shall be in a form approved by the City Attorney and shall be substantially similar to the form attached to the City Council Agenda Report to this Council dated January 17, 2017.

4. The City Manager is further authorized to take such actions and execute such documents as may be necessary to implement, administer, and enforce such Temporary Nonexclusive Revocable License Agreement, with any such documents being approved as to form by the City Attorney.

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

ATTEST:

City Clerk.



7.a.5.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: Approval of the Issuance of Bonds by the Economic Development Authority of Montgomery County, Virginia for the Benefit of Virginia Tech Foundation, Inc. (CM16-00182)

Background:

The Economic Development Authority of Montgomery, County, Virginia, (Montgomery Authority) issued bonds in 2005, 2009, 2010, and 2011 to finance or refinance costs associated with certain facilities benefitting the Virginia Tech Foundation, Inc. (Foundation) or the Virginia Polytechnic Institute and State University. One of these facilities is the WTVF radio station located in the City of Roanoke. In order to realize savings resulting from anticipated lower interest rates, on behalf of the Foundation, the Montgomery Authority plans to refinance all or a portion of these previously issued bonds with 2017 Refunding Bonds. Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 15.2-4905 and 15.2-4906 of the Virginia Industrial Development and Revenue Bond Act (the "Act") require that, since one of the facilities is located in the City of Roanoke, the Roanoke City Council must approve the issuance of the Refunding Bonds and concur with the inducement resolution adopted by the Montgomery Authority on November 15, 2016 ("Inducement Resolution").

As required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act, the Economic Development Authority of the City of Roanoke ("Roanoke Authority"), following required public notice, held a public hearing on the issuance of the Bonds and adopted a resolution on December 21, 2016 that recommends that the Roanoke City Council approve the issuance of the Bonds and concur with the Inducement Resolution. A copy of this resolution is included with the letter sent by the Roanoke Authority that is attached to this Agenda Report.

Considerations:

As required by the Act, the Refunding Bonds issued pursuant to the Inducement Resolution shall provide that neither the City of Roanoke nor the Roanoke Authority shall be obligated to pay the bonds or the interest thereon or other costs incident thereto, and neither the faith and credit nor the taxing power of

the Commonwealth of Virginia nor any political subdivision thereof, including the City of Roanoke and the Roanoke Authority, shall be pledged thereto.

Recommended Action:

Adopt the resolution attached to this Agenda Report that expresses the City Council's concurrence with the Inducement Resolution and approval of the issuance of the Refunding Bonds by the Montgomery Authority on behalf of the Foundation.



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Harwell M. Darby, Jr., Roanoke EDA Counsel
R. Brian Townsend, Assistant City Manager for Com. Development
Barbara A. Dameron, Director of Finance
Wayne F. Bowers, Director of Economic Development

December 21, 2016

RECEIVED
DEC 21 2016
CITY ATTORNEY'S OFFICE

HAND DELIVERED

Stephanie M. Moon Reynolds, MMC
City of Roanoke
Office of the City Clerk
215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011-1536

Re: Concurrence in an Inducement Resolution adopted November 21, 2016 by the Economic Development Authority of Montgomery County, Virginia, and recommendation that City Council approve the same

Dear Stephanie:

I am delivering a communication from the Economic Development Authority of the City of Roanoke, Virginia, as follows:

1. Letter dated December 21, 2016, describing the refinancing of certain revenue bonds issued in 2005 by the Economic Development Authority of Montgomery County, Virginia;
2. A certificate evidencing the conduct of the public hearing and action taken by the Economic Development Authority of the City of Roanoke, Virginia;
3. The fiscal impact statement required by Section 15.2-4907 of the Virginia Code; and
4. The form of City Council resolution suggested by McGuire Woods, bond counsel

We would appreciate having this placed on the agenda for the January 17, 2017 City Council meeting. There is no need for City Council to hold a public hearing as that has been done this date by the Economic Development Authority of the City of Roanoke, Virginia.

Stephanie M. Moon Reynolds, MMC
December 21, 2016
Page 2

Thank you for your assistance with this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Harwell M. Darby, Jr.", with a horizontal line extending to the right.

Harwell M. Darby, Jr.

HMDJR:wmj:0042136

Enclosures

c: McGuireWoods LLP (w/encl.)
✓ Daniel J. Callaghan, Esq. (w/encl.)
Mr. Christopher P. Morrill (w/encl.)



**The Economic Development Authority
of the
City of Roanoke**

117 Church Avenue, SW
Roanoke, VA 24011
(540) 853-2715

December 21, 2016

Council of the City of Roanoke
Roanoke, Virginia
215 Church Avenue SW
Roanoke, Virginia 24011

**Economic Development Authority of the City of Roanoke, Virginia
Approval of Proposed Revenue Bond Financing
for Virginia Tech Foundation, Inc.**

Virginia Tech Foundation, Inc. (the "Foundation"), a nonstock, not-for-profit Virginia corporation, whose address is 902 Prices Fork Road, Blacksburg, Montgomery County, Virginia 24060, requested that the Economic Development Authority of the City of Roanoke, Virginia (the "Authority"), approve the issuance by the Economic Development Authority of Montgomery County, Virginia (the "Montgomery Authority") of up to \$142,100,000 of the Montgomery Authority's revenue bonds from time to time and in one or more series (the "Bonds"), the proceeds of which will be loaned to the Borrower to finance the plan of finance (the "Plan of Finance") described below:

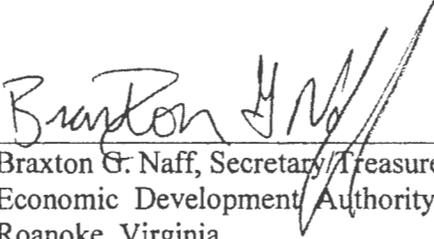
(1) to refund all or a portion of (a) the Montgomery Authority's Variable Rate Revenue Bonds (Virginia Tech Foundation), Series 2005 (Non-AMT) (the "Series 2005 Bonds"), in the original principal amount of \$49,830,000, (b) the Montgomery Authority's Revenue Bonds (Virginia Tech Foundation), Series 2009A (the "Series 2009A Bonds") in the initial principal amount of \$71,480,000, (c) the Montgomery Authority's Revenue Refunding Bonds (Virginia Tech Foundation), Series 2010A (the "Series 2010A Bonds") in the original principal amount of \$53,155,000 and (d) the Montgomery Authority's Revenue and Refunding Bonds (Virginia Tech Foundation), Series 2011A (the "Series 2011A Bonds" and collectively with the Series 2005 Bonds, the Series 2009A Bonds, and Series 2010A Bonds, the "Prior Bonds"), in the original principal amount of \$53,275,000, each of which financed or refinanced costs associated with certain facilities benefitting the Foundation or the Virginia Polytechnic Institute and State University (the "University"), including a facility located in the City of Roanoke, Virginia (the "City") at 3520 Kingsbury Lane, Roanoke, Virginia (which facility is used by the WVTF radio station); and

(2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds, including costs associated with terminating any interest rate hedge agreement related to any Prior Bonds.

The amount of the Bonds expected to be issued to finance or refinance the above-described facilities that are located in the City of Roanoke, Virginia, is not expected to exceed \$5,000,000.

As set forth in the approving resolution of the Authority attached hereto, the Authority has conducted a public hearing on the Plan of Finance and has recommended that you approve the Plan of Finance and the issuance of the Bonds by the Montgomery Authority as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code").

Attached hereto is (1) a certificate evidencing the conduct of the public hearing and the action taken by the Authority, (2) the Fiscal Impact Statement required pursuant to Section 15.2-4907 of the Virginia Code and (3) the form of resolution suggested by bond counsel to evidence your approval.



Braxton G. Naff, Secretary/Treasurer
Economic Development Authority of the City of
Roanoke, Virginia

CERTIFICATE

The undersigned Secretary/Treasurer of the Economic Development Authority of the City of Roanoke, Virginia (the "Authority") certifies as follows:

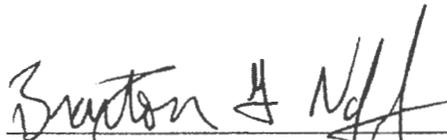
1. A meeting of the Authority was duly called and held on Wednesday, December 21, 2016, at 8:00 a.m. in a conference room at the Authority's office at 117 Church Avenue, Roanoke, Virginia 24011, pursuant to proper notice given to each Director of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons to appear and present their views.

2. The Chair announced the commencement of a public hearing on the application of Virginia Tech Foundation, Inc. after notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in the City of Roanoke, Virginia (the "Notice"), with the second publication appearing not less than six days nor more than 21 days prior to the hearing date. A copy of the Notice is attached and has been filed with the minutes of the Authority and is attached as Exhibit A.

3. A summary of the statements made at the public hearing is attached as Exhibit B.

4. Attached as Exhibit C is a true, correct and complete copy of an approving resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the Directors present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, as of December 21, 2016.



Braxton G. Naff, Secretary/Treasurer, Economic
Development Authority of the City of Roanoke,
Virginia

[SEAL]

Exhibits:

A - Copy of Certified Notice

B - Summary of Statements

C - Approving Resolution

EXHIBIT A

(See Attached)

The Roanoke Times
Roanoke, Virginia
Affidavit of Publication

Account Number

6047577

Date

December 14, 2016

MCGUIREWOODS LLP
800 EAST CANAL ST
GATEWAY PLAZA
RICHMOND, VA 23219

Date	Category	Description	Ad Size	Total Cost
12/20/2016	Legal Notices	NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE B	1 x 112 L	1,091.44

**Publisher of the
Roanoke Times**

I, (the undersigned) an authorized representative of the Roanoke Times, a daily newspaper published in Roanoke, in the State of Virginia, do certify that the annexed notice NOTICE OF PUBLIC HEARING was published in said newspapers on the following dates:

12/07, 12/14/2016

The First insertion being given ... 12/07/2016

Newspaper reference: 0000441747

June A McGuire
Billing Representative

Sworn to and subscribed before me this Wednesday, December 14, 2016

Natalie Staten
Notary Public

State of Virginia
City/County of Roanoke
My Commission expires 12/30/18



THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND FINANCING

Notice is hereby given that the Economic Development Authority of the City of Roanoke, Virginia (the "Authority") will hold a public hearing on behalf of Virginia Tech Foundation, Inc., a nonstock, not-for-profit Virginia corporation (the "Foundation"), whose address is 902 Prices Fork Road, Suite 4000, Blacksburg, Virginia.

The Foundation proposes to have the Economic Development Authority of Montgomery County, Virginia (the "Issuing Authority"), issue revenue bonds (the "Bonds"). The Issuing Authority will loan the proceeds of the Bonds to the Foundation to finance the plan of finance (the "Plan of Finance") described below:

(1) to refund all or a portion of (a) the Montgomery Authority's Variable Rate Revenue Bonds (Virginia Tech Foundation), Series 2005 (Non-AMT) (the "Series 2005 Bonds"), in the original principal amount of \$45,830,000, (b) the Montgomery Authority's Revenue Bonds (Virginia Tech Foundation), Series 2009A (the "Series 2009A Bonds") in the initial principal amount of \$71,480,000, (c) the Montgomery Authority's Revenue Refunding Bonds (Virginia Tech Foundation), Series 2010A (the "Series 2010A Bonds") in the original principal amount of \$53,155,000 and (d) the Montgomery Authority's Revenue and Refunding Bonds (Virginia Tech Foundation), Series 2011A (the "Series 2011A Bonds" and collectively with the Series 2005 Bonds, the Series 2009A Bonds, and Series 2010A Bonds, the "Prior Bonds"), in the original principal amount of \$53,275,000, each of which financed or refinanced costs associated with certain facilities benefitting the Foundation or the Virginia Polytechnic Institute and State University (the "University"), including a facility located in the City of Roanoke, Virginia (the "City") at 3520 Kingsbury Lane, Roanoke, Virginia (which facility is used by the WVTF radio station); and

(2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds, including costs associated with terminating any interest rate hedge agreement related to any Prior Bonds.

The amount of the Bonds expected to be issued to finance or refinance the above-described facilities that are located in the City of Roanoke, Virginia, is not expected to exceed \$5,000,000.

The issuance of the Bonds as requested by the Foundation will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia, the City of Roanoke, Virginia, or Montgomery County, Virginia, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of such bonds.

The public hearing, which may be continued or adjourned, will be held at 8:00 a.m. on December 21, 2016, before the Authority, in the Economic Development Conference Room at 117 Church Avenue, SW, Roanoke, Virginia 24011. Any person interested in the issuance of the Bonds or the location or nature of the proposed project may appear at the hearing and present his or her views. Information regarding the Foundation is on file and is open for inspection at the Authority's office at 117 Church Avenue, SW, Roanoke, Virginia, during business hours.

Economic Development Authority of
the City of Roanoke, Virginia

(441747)

EXHIBIT B

Summary of Statements

Representatives on behalf of Virginia Tech Foundation, Inc. appeared before the Authority to explain the proposed revenue bond issue. No one appeared in opposition to the proposed revenue bond issue.

Dated: December 21, 2016

**RESOLUTION OF THE
ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF ROANOKE, VIRGINIA
REGARDING THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS BY THE
ECONOMIC DEVELOPMENT AUTHORITY OF MONTGOMERY COUNTY,
VIRGINIA, FOR THE BENEFIT OF VIRGINIA TECH FOUNDATION, INC.**

A. The Economic Development Authority of the Montgomery County, Virginia (the "Montgomery Authority") is empowered by the Industrial Development and Revenue Bond Act (the "Act") to issue its revenue bonds for the benefit of organizations (other than institutions organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in order to reduce the costs to residents of the Commonwealth of Virginia of utilizing such facilities.

B. The Montgomery Authority has received a request from Virginia Tech Foundation, Inc. (the "Foundation"), a nonstock, not-for-profit Virginia corporation, to issue revenue bonds (the "Bonds") to provide funds to the Foundation to finance the plan of the finance (the "Plan of Finance") described below:

(1) to refund all or a portion of (a) the Montgomery Authority's Variable Rate Revenue Bonds (Virginia Tech Foundation), Series 2005 (Non-AMT) (the "Series 2005 Bonds"), in the original principal amount of \$49,830,000, (b) the Montgomery Authority's Revenue Bonds (Virginia Tech Foundation), Series 2009A (the "Series 2009A Bonds") in the initial principal amount of \$71,480,000, (c) the Montgomery Authority's Revenue Refunding Bonds (Virginia Tech Foundation), Series 2010A (the "Series 2010A Bonds") in the original principal amount of \$53,155,000 and (d) the Montgomery Authority's Revenue and Refunding Bonds (Virginia Tech Foundation), Series 2011A (the "Series 2011A Bonds" and collectively with the Series 2005 Bonds, the Series 2009A Bonds, and Series 2010A Bonds, the "Prior Bonds"), in the original principal amount of \$53,275,000, each of which financed or refinanced costs associated with certain facilities benefitting the Foundation or the Virginia Polytechnic Institute and State University (the "University"), including a facility located in the City of Roanoke, Virginia (the "City") at 3520 Kingsbury Lane, Roanoke, Virginia (which facility is used by the WVTF radio station) (the "Roanoke Facility"); and

(2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds, including costs associated with terminating any interest rate hedge agreement related to any Prior Bonds.

C. The Plan of Finance has been described to the Economic Development Authority of the City of Roanoke, Virginia (the "Roanoke Authority") by representatives of the Foundation.

D. After review and consideration of such proposal, the Roanoke Authority has determined that the issuance of the Bonds by the Montgomery Authority to accomplish the Plan of Finance, will further the purposes of the Act, thereby benefiting the inhabitants of the City and the Commonwealth.

E. Because the Roanoke Facility is located in the City, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 15.2-4905 and 15.2-4906 of the Act require that the Council of the City (the "City Council") approve the issuance of the Bonds and concur with the inducement resolution adopted by the Montgomery Authority on November 15, 2016 (the "Inducement Resolution"); and

F. Prior to the consideration of the Inducement Resolution, the Montgomery Authority held a public hearing on the issuance of the Bonds, following reasonable notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act; and

G. A fiscal impact statement has been presented to the Roanoke Authority and copies of the Foundation's fiscal impact statement, the Inducement Resolution, the Montgomery Authority's Summary of Public Hearing, which will include a reasonably detailed summary of the comments expressed at the Montgomery Authority public hearing, were presented to the Board of Supervisors of Montgomery County, Virginia (the "Montgomery Board of Supervisors") on November 21, 2016; and

F. The Montgomery Board of Supervisors approved the issuance of the Bonds by the Montgomery Authority in accordance with Section 147(f) of the Code and Section 15.2-4906 of the Act on November 21, 2016; and

G. Immediately prior to the consideration of this resolution, the Roanoke Authority held a public hearing on the issuance of the Bonds, following reasonable public notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act; and

H. The Roanoke Authority desires to recommend to the City Council that the City Council approve the issuance of the Bonds and concur with the Inducement Resolution.

NOW, THEREFORE, BE IT RESOLVED BY ~~THE~~ ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF ROANOKE, VIRGINIA:

1. It is hereby found and determined that accomplishing the Plan of Finance will promote the safety, health, welfare, convenience, and prosperity of the inhabitants of the Commonwealth by enhancing the ability of the Foundation to provide its services to the inhabitants of the Commonwealth and the City.

2. As a further inducement to the Foundation to acquire, construct, equip, and develop and maintain the Roanoke Facility, the Roanoke Authority concurs that the Montgomery Authority may assist the Foundation in every reasonable way to accomplish the Plan of Finance and to undertake ~~the~~ issuance of ~~the~~ Bonds upon terms and conditions mutually agreeable to the Montgomery Authority and the Foundation.

3. All fees, costs, and expenses in connection with accomplishing the Plan of Finance, including the fees and expenses of the Roanoke Authority and Roanoke Authority counsel, shall be paid from the proceeds of the Bonds or from moneys provided by the Foundation. If for any reason the Bonds are not issued, it is understood that all such expenses shall be paid by the Foundation and that the Roanoke Authority shall have no responsibility therefor.

4. The Roanoke Authority hereby recommends and requests that the City Council, within 60 days hereof, approve the issuance of the Bonds and concur with the Inducement Resolution. The Roanoke Authority hereby directs the Secretary/Treasurer of the Roanoke Authority to submit to the City Council copies of this resolution, the Foundation's fiscal impact statement, and a summary of the comments made at the public hearing held by the Roanoke Authority.

5. The Foundation having requested the appointment of McGuireWoods LLP, as Bond Counsel in connection with the issuance of the Bonds, the Roanoke Authority hereby consents to the appointment of McGuireWoods LLP, by the Montgomery Authority as Bond Counsel to supervise the proceedings and approve the issuance of the Bonds.

6. It is understood that the financing documents shall provide that the Foundation shall indemnify and save harmless the Roanoke Authority, its officers, directors, employees, attorneys, and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs, and expenses in any way connected with the adoption of this resolution and the issuance and sale of the Bonds.

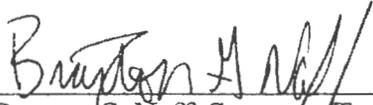
7. All other acts of the officers of the Authority which are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds are hereby ratified, approved, and confirmed.

8. This resolution shall take effect immediately upon its adoption and shall expire one year from the date of its adoption unless some or all of the Bonds are issued within such time.

CERTIFICATE

I, the undersigned Secretary/Treasurer of the Economic Development Authority of the City of Roanoke, Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Economic Development Authority of the City of Roanoke, Virginia, at a regular meeting, held on December 21, 2016, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand and the seal of the Economic Development Authority of the City of Roanoke, Virginia, as of December 21, 2016.



Braxton G. Naff, Secretary/Treasurer
Economic Development Authority of the
City of Roanoke, Virginia

**FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING**

Date: December 21, 2016

To the Council of the City of Roanoke, Virginia
Roanoke, Virginia

Borrower: Virginia Tech Foundation, Inc. (the "Foundation")

Facility/ The refinancing of certain existing debt of the Foundation*

Plan of

Finance:

1. Maximum amount of financing sought	\$0
2. Estimated taxable value of the facility's real property to be constructed in the locality.	N/A (refunding)
3. Estimated real property tax per year using present tax rates.	N/A (refunding)
4. Estimated personal property tax per year using present tax rates.	N/A (refunding)
5. Estimated merchants' capital tax per year using present tax rates.	N/A (refunding)
6. (a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality	N/A (refunding)
(b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality	N/A (refunding)
(c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality	N/A (refunding)
(d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality	N/A (refunding)
7. Estimated number of regular employees on year round basis.	N/A (refunding)
8. Average annual salary per employee.	N/A (refunding)

* Bonds will be issued by the Economic Development Authority of Montgomery County, Virginia. A portion of the bonds being refunded financed or refinanced a project located in the City of Roanoke (WVTF radio station).



A. Damon Williams, Chair
Economic Development Authority of the City of
Roanoke, Virginia

[Proposed Form of City Council Resolution]

RESOLUTION OF THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA REGARDING THE APPROVAL OF ISSUANCE OF BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF MONTGOMERY COUNTY, VIRGINIA, FOR THE BENEFIT OF VIRGINIA TECH FOUNDATION, INC.

A. The Economic Development Authority of Montgomery County, Virginia (the "Montgomery Authority") is empowered by the Industrial Development and Revenue Bond Act (the "Act") to issue its revenue bonds for the benefit of organizations (other than institutions organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in order to reduce the costs to residents of the Commonwealth of Virginia of utilizing such facilities.

B. The Montgomery Authority has received a request from Virginia Tech Foundation, Inc. (the "Foundation"), a nonstock, not-for-profit Virginia corporation, to issue revenue bonds (the "Bonds") to provide funds to the Foundation to finance the plan of the finance (the "Plan of Finance") described below:

(1) to refund all or a portion of (a) the Montgomery Authority's Variable Rate Revenue Bonds (Virginia Tech Foundation), Series 2005 (Non-AMT) (the "Series 2005 Bonds"), in the original principal amount of \$49,830,000, (b) the Montgomery Authority's Revenue Bonds (Virginia Tech Foundation), Series 2009A (the "Series 2009A Bonds") in the initial principal amount of \$71,480,000, (c) the Montgomery Authority's Revenue Refunding Bonds (Virginia Tech Foundation), Series 2010A (the "Series 2010A Bonds") in the original principal amount of \$53,155,000 and (d) the Montgomery Authority's Revenue and Refunding Bonds (Virginia Tech Foundation), Series 2011A (the "Series 2011A Bonds" and collectively with the Series 2005 Bonds, the Series 2009A Bonds, and Series 2010A Bonds, the "Prior Bonds"), in the original principal amount of \$53,275,000, each of which financed or refinanced costs associated with certain facilities benefitting the Foundation or the Virginia Polytechnic Institute and State University (the "University"), including a facility located in the City of Roanoke, Virginia (the "City") at 3520 Kingsbury Lane, Roanoke, Virginia (which facility is used by the WVTF radio station) (the "Roanoke Facility"); and

(2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds, including costs associated with terminating any interest rate hedge agreement related to any Prior Bonds.

C. Because the Roanoke Facility is located in the City, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 15.2-4905 and 15.2-4906 of the Act require that the Council of the City (the "Roanoke City Council") approve the issuance of the Bonds and concur with an inducement resolution adopted by the Montgomery Authority on November 15, 2016 (the "Inducement Resolution").

D. Prior to the consideration of the Inducement Resolution, the Montgomery Authority held a public hearing on the issuance of the Bonds, following reasonable notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act.

E. A fiscal impact statement was presented to the Economic Development Authority of the City of Roanoke, Virginia (the "Roanoke Authority") and copies of the Foundation's fiscal impact statement, the Inducement Resolution, the Montgomery Authority's Summary of Public Hearing, which included a reasonably detailed summary of the comments expressed at the Montgomery Authority public hearing, were presented to the Board of Supervisors of Montgomery County, Virginia (the "Montgomery Board of Supervisors"), on November 21, 2016.

F. The Montgomery Board of Supervisors approved the issuance of the Bonds by the Montgomery Authority in accordance with Section 147(f) of the Code and Section 15.2-4906 of the Act on November 21, 2016.

G. The Roanoke Authority held a public hearing on the issuance of the Bonds, following reasonable public notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act, and adopted a resolution on December 21, 2016 (the "Roanoke Authority Resolution") that recommended and requested that the Roanoke City Council approve the issuance of the Bonds and concur with the Inducement Resolution.

H. A copy of the Inducement Resolution has been filed with the Roanoke City Council.

I. A copy of the Roanoke Authority's Summary of Roanoke Authority's Public Hearing, which includes (i) the Roanoke Authority Resolution, (ii) a reasonably detailed summary of the comments expressed at the Roanoke Authority's public hearing, and (iii) the Foundation's fiscal impact statement, has been filed with the Roanoke City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

1. The Roanoke City Council approves the issuance of the Bonds by the Montgomery Authority for the benefit of the Foundation, as required by Section 147(f) of the Code and Section 15.2-4906 of the Act, to permit the Montgomery Authority to accomplish the Plan of Finance.

2. The Roanoke City Council concurs with the Inducement Resolution.

3. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Foundation or the Plan of Finance.

4. As required by the Act, the Bonds shall provide that none of the Montgomery Authority, the City, the Roanoke Authority and Montgomery County shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and moneys pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of

Virginia nor any political subdivision thereof, including the Montgomery Authority, the City, the Roanoke Authority, and Montgomery County, shall be pledged thereto.

5. This resolution shall take effect immediately upon its adoption.

Adopted by the Council of the City of Roanoke, Virginia, on _____, 2017.

Clerk
Council of the City of Roanoke, Virginia

[SEAL]

December 22, 2016

HAND DELIVERED

Stephanie M. Moon Reynolds, MMC
City of Roanoke
Office of the City Clerk
215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011-1536

Re: Concurrence in an Inducement Resolution adopted November 21, 2016 by the Economic Development Authority of Montgomery County, Virginia, and recommendation that City Council approve the same

Dear Stephanie:

Following up on yesterday's communication from the Economic Development Authority of the City of Roanoke, Virginia, I am sending a copy the Inducement Resolution adopted by the Economic Development Authority of Montgomery County, Virginia, on November 15, 2016.

Very truly yours,



Harwell M. Darby, Jr.

HMDJR:wmj:0042136

Enclosure

c: McGuireWoods LLP (w/encl.)
Daniel J. Callaghan, Esq. (w/encl.)
Mr. Christopher P. Morrill (w/encl.)

RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF MONTGOMERY COUNTY, VIRGINIA PROVIDING INITIAL APPROVAL OF THE ISSUANCE OF UP TO \$142,100,000 OF REVENUE BONDS FOR THE BENEFIT OF VIRGINIA TECH FOUNDATION, INC.

A. The Economic Development Authority of Montgomery County, Virginia (the "Authority"), is empowered by the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to issue its revenue bonds to finance or refinance the construction and equipping of facilities for use by organizations (other than institutions organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in order to reduce the costs to residents of the Commonwealth of Virginia of utilizing such facilities.

B. The Authority has received a request from Virginia Tech Foundation, Inc. (the "Foundation"), a nonstock, not-for-profit Virginia corporation, to issue its revenue bonds, in one or more series at one time or from time to time, to provide funds to the Foundation to finance the plan of finance (the "Plan of Finance") described below:

(1) to refund all or a portion of (a) the Authority's Variable Rate Revenue Bonds (Virginia Tech Foundation), Series 2005 (Non-AMT) (the "Series 2005 Bonds"), in the original principal amount of \$49,830,000, (b) the Authority's Revenue Bonds (Virginia Tech Foundation), Series 2009A (the "Series 2009A Bonds") in the initial principal amount of \$71,480,000, (c) the Authority's Revenue Refunding Bonds (Virginia Tech Foundation), Series 2010A (the "Series 2010A Bonds") in the original principal amount of \$53,155,000 and (d) the Authority's Revenue and Refunding Bonds (Virginia Tech Foundation), Series 2011A (the "Series 2011A Bonds" and collectively with the Series 2005 Bonds, the Series 2009A Bonds, and Series 2010A Bonds, the "Prior Bonds"), in the original principal amount of \$53,275,000, each of which financed or refinanced costs associated with certain facilities owned (unless otherwise indicated) by the Foundation or the Virginia Polytechnic Institute and State University (the "University"), including facilities or projects commonly referred to as:

- (i) Research Building XIV, located at 1770 Forecast Drive, Blacksburg, Virginia;
- (ii) Research Building XV, located at 1880 Pratt Drive, Blacksburg, Virginia;
- (iii) Research Building XXVI, located at 2284 Kraft Drive, Blacksburg, Virginia;
- (iv) Advanced Materials Characterization Facility, located at 1991 Kraft Drive, Blacksburg, Virginia;
- (v) Integrated Life Sciences Building, located at 1981 Kraft Drive, Blacksburg, Virginia;
- (vi) CRC Pump Station, located in the 2200 block of Kraft Drive, Blacksburg, Virginia;

- (v) VTTI Pump Station and a vehicle and equipment storage station, both located at 3500 Transportation Research Drive, Blacksburg, Virginia;
- (vi) Cheatham Hall, located on the University's campus and is adjacent to West Campus Drive and Washington Street in Blacksburg, Virginia;
- (vii) Collegiate Square Phase I, located adjacent to the University's campus on the 400 block of Turner Street in Blacksburg, Virginia;
- (viii) Turner Street, located adjacent to the University's campus on the 200-300 block of Turner Street in Blacksburg, Virginia;
- (ix) Student Services building, located west of Ambler-Johnson Hall on Washington Street in Blacksburg, Virginia;
- (x) Expansion of Southgate Center, located off Southgate Drive adjacent to the University's football stadium in Blacksburg, Virginia;
- (xi) Acquisition of 323 acres of land located in Blacksburg, Virginia, north of Merrimac Road, east of Stroubles Mill subdivision and southwest of Route 460;
- (xii) Andrews Building, located at 1700 Pratt Drive, Blacksburg, Virginia;
- (xiii) Research Building II, located at 1861 Pratt Drive, Blacksburg, Virginia;
- (xiv) Research Building XXVII, located at 1971 Kraft Drive, Blacksburg, Virginia;
- (xv) Founders Building, located at 1800 Kraft Drive, Blacksburg Virginia (owned by Virginia Tech Corporate Research Center, Inc., a wholly-owned subsidiary of the Foundation);
- (xvi) University Gateway Center, located at 902 Prices Fork Road, Blacksburg, Virginia;
- (xvii) the National Capital Region Facility (also known as Virginia Tech Research Center – Arlington), located at 900 North Glebe Road, Arlington, Virginia (owned by Virginia Tech Research Institute, LLC, a wholly-owned subsidiary of Virginia Tech Real Estate Foundation, Inc., which is a wholly-owned subsidiary of the Foundation);
- (xiii) the River Course, located at 8400 River Course Drive, Radford, Virginia (owned by The River Course, LLC, a wholly-owned subsidiary of the Foundation); and
- (xiv) 121 Duke of Gloucester Street, Roanoke, Virginia (used by the WVTF radio station).

(2) to refinance the costs associated with the acquisition, construction and improvement of the Collegiate Square Shopping Center, located at Prices Fork Road and Turner Street in Blacksburg, Virginia; and

(3) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds, including costs associated with terminating any interest rate hedge agreement related to any Prior Bonds.

C. Preliminary plans for the Plan of Finance have been described to the Authority and a public hearing has been held as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended.

D. The Foundation has represented that the estimated cost of undertaking the Plan of Finance will require an issue of revenue bonds, in one or more series at one time or from time to time, in the aggregate principal amount not to exceed \$142,100,000.

E. (1) No Director of the Authority is an officer or employee of the Foundation, (2) each member has, before entering upon his duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended and (3) at the time of their appointments and at all times thereafter, including the date hereof, all of the members of the Board have satisfied the residency requirements of the Act.

F. No Director of the Authority has any personal interest or business interest in the Foundation, the Bonds, or any of the transactions contemplated therein or has otherwise engaged in conduct prohibited under the Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia of 1950, as amended in connection with this resolution or any other official action of the Authority in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF MONTGOMERY COUNTY, VIRGINIA:

1. It is hereby found and determined that the Plan of Finance will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth of Virginia, Montgomery County, Virginia (the "County") and their citizens and in particular will promote the reduction of the costs to residents of the Commonwealth of Virginia of utilizing Foundation facilities.

2. The Authority hereby agrees to assist the Foundation in undertaking the Plan of Finance by issuing its revenue bonds, in one or more series at one time or from time to time, in an aggregate principal amount not to exceed \$142,100,000 upon terms and conditions mutually agreeable to the Authority and the Foundation. The bonds will be issued pursuant to documents satisfactory to the Authority. The Bonds may be issued in one or more series at one time or from time to time.

3. It having been represented to the Authority that it is necessary to proceed immediately with the Plan of Finance, and the planning therefor, the Authority agrees that the Foundation may proceed with the Plan of Finance, enter into contracts for land, construction, materials and equipment for the Project, and take such other steps as it may deem appropriate in

connection with the Plan of Finance, provided, however, that nothing in this resolution shall be deemed to authorize the Foundation to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection with the Plan of Finance. The Authority agrees that the Foundation may be reimbursed from the proceeds of the bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. At the request of the Foundation, the Authority approves McGuireWoods LLP, Richmond, Virginia, as Bond Counsel in connection with the issuance of the Bonds.

5. All costs and expenses in connection with the undertaking of the Plan of Finance, including the fees and expenses of Bond Counsel and Authority Counsel, shall be paid by the Foundation or, to the extent permitted by applicable law, from the proceeds of the bonds. If for any reason such bonds are not issued, it is understood that all such expenses shall be paid by the Foundation and that the Authority shall have no responsibility therefor.

6. The Authority recommends that the governing body of the County approve the issuance of the bonds for the purpose of undertaking the Plan of Finance.

7. No bonds may be issued pursuant to this resolution until such time as the issuance of the bonds has been approved by the governing body of the County.

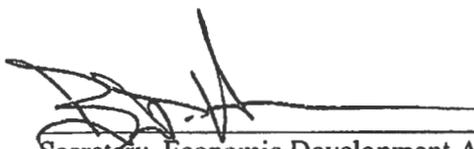
8. This resolution shall be effective immediately.

9. The authorizations granted in this resolution shall continue in full force and effect for a period of two years after adoption, unless specifically extended by the Authority.

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of Montgomery County, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority at a meeting duly called and held on November 15, 2016, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on the date hereof.

WITNESS the following signature and seal of the Authority as of November 15, 2016.



Secretary, Economic Development Authority of
Montgomery County, Virginia

Kallos

7.9.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

RESOLUTION OF THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA REGARDING THE APPROVAL OF ISSUANCE OF BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF MONTGOMERY COUNTY, VIRGINIA, FOR THE BENEFIT OF VIRGINIA TECH FOUNDATION, INC.

A. The Economic Development Authority of Montgomery County, Virginia (the "Montgomery Authority") is empowered by the Industrial Development and Revenue Bond Act (the "Act") to issue its revenue bonds for the benefit of organizations (other than institutions organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in order to reduce the costs to residents of the Commonwealth of Virginia of utilizing such facilities.

B. The Montgomery Authority has received a request from Virginia Tech Foundation, Inc. (the "Foundation"), a nonstock, not-for-profit Virginia corporation, to issue revenue bonds (the "Bonds") to provide funds to the Foundation to finance the plan of the finance (the "Plan of Finance") described below:

(1) to refund all or a portion of (a) the Montgomery Authority's Variable Rate Revenue Bonds (Virginia Tech Foundation), Series 2005 (Non-AMT) (the "Series 2005 Bonds"), in the original principal amount of \$49,830,000, (b) the Montgomery Authority's Revenue Bonds (Virginia Tech Foundation), Series 2009A (the "Series 2009A Bonds") in the initial principal amount of \$71,480,000, (c) the Montgomery Authority's Revenue Refunding Bonds (Virginia Tech Foundation), Series 2010A (the "Series 2010A Bonds") in the original principal amount of \$53,155,000 and (d) the Montgomery Authority's Revenue and Refunding Bonds (Virginia Tech Foundation), Series 2011A (the "Series 2011A Bonds" and collectively with the Series 2005 Bonds, the Series 2009A Bonds, and Series 2010A Bonds, the "Prior Bonds"), in the original principal amount of \$53,275,000, each of which financed or refinanced costs associated with certain facilities benefitting the Foundation or the Virginia Polytechnic Institute and State University (the "University"), including a facility located in the City of Roanoke, Virginia (the "City") at 3520 Kingsbury Lane, Roanoke, Virginia (which facility is used by the WVTF radio station) (the "Roanoke Facility"); and

(2) to finance, if and as needed, capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds, including costs associated with terminating any interest rate hedge agreement related to any Prior Bonds.

C. Because the Roanoke Facility is located in the City, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 15.2-4905 and 15.2-4906 of the Act require that the Council of the City (the "Roanoke City Council") approve the issuance of

the Bonds and concur with an inducement resolution adopted by the Montgomery Authority on November 15, 2016 (the "Inducement Resolution").

D. Prior to the consideration of the Inducement Resolution, the Montgomery Authority held a public hearing on the issuance of the Bonds, following reasonable notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act.

E. A fiscal impact statement was presented to the Economic Development Authority of the City of Roanoke, Virginia (the "Roanoke Authority") and copies of the Foundation's fiscal impact statement, the Inducement Resolution, the Montgomery Authority's Summary of Public Hearing, which included a reasonably detailed summary of the comments expressed at the Montgomery Authority public hearing, were presented to the Board of Supervisors of Montgomery County, Virginia (the "Montgomery Board of Supervisors"), on November 21, 2016.

F. The Montgomery Board of Supervisors approved the issuance of the Bonds by the Montgomery Authority in accordance with Section 147(f) of the Code and Section 15.2-4906 of the Act on November 21, 2016.

G. The Roanoke Authority held a public hearing on the issuance of the Bonds, following reasonable public notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act, and adopted a resolution on December 21, 2016 (the "Roanoke Authority Resolution") that recommended and requested that the Roanoke City Council approve the issuance of the Bonds and concur with the Inducement Resolution.

H. A copy of the Inducement Resolution has been filed with the Roanoke City Council.

I. A copy of the Roanoke Authority's Summary of Roanoke Authority's Public Hearing, which includes (i) the Roanoke Authority Resolution, (ii) a reasonably detailed summary of the comments expressed at the Roanoke Authority's public hearing, and (iii) the Foundation's fiscal impact statement, has been filed with the Roanoke City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

1. The Roanoke City Council approves the issuance of the Bonds by the Montgomery Authority for the benefit of the Foundation, as required by Section 147(f) of the Code and Section 15.2-4906 of the Act, to permit the Montgomery Authority to accomplish the Plan of Finance.

2. The Roanoke City Council concurs with the Inducement Resolution.

3. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Foundation or the Plan of Finance.

4. As required by the Act, the Bonds shall provide that none of the Montgomery Authority, the City, the Roanoke Authority and Montgomery County shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and moneys pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor any political subdivision thereof, including the Montgomery Authority, the City, the Roanoke Authority, and Montgomery County, shall be pledged thereto.

5. This resolution shall take effect immediately upon its adoption.

Adopted by the Council of the City of Roanoke, Virginia, on _____, 2017.

Clerk
Council of the City of Roanoke, Virginia

[SEAL]



**ROANOKE CITY
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City

January 17, 2017

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, January 10, 2017, the Board respectfully requests that City Council approve the following appropriation requests:

<u>New Appropriation</u>	<u>Award</u>
National Board Certification Incentive Award 2016-17	\$50,000.00
<u>Revised Appropriation</u>	<u>Additional Award</u>
Title 1, Part A Improving Basic Programs 2015-16	\$16.07

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)



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: School Board Appropriation Request

Background:

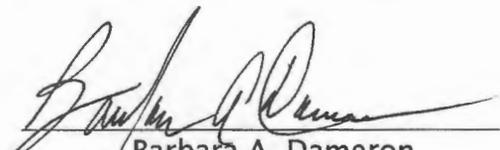
As the result of official Roanoke City School Board action at its January 10, 2017 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The 2016-17 National Board Certification Incentive Award of \$50,000 is awarded to teachers in Virginia's public schools who hold an active certification from the National Board for Professional Teaching Standards. The grant period will end June 30, 2017. This is a continuing program.

The 2015-16 Title I, Part A Improving Basic Programs grant award increase of \$16 is based on the final award allocations made by the Virginia Department of Education. The grant period will end September 30, 2017. This is a continuing program.

Recommended Action:

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


Barbara A. Dameron
Director of Finance

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

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from Federal and Commonwealth grants, 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

National Board Certified Bonuses - RAMS	302-110-0000-0220-0000-61100-41650-2-02	\$ 2,500
National Board Certified Bonuses - Fairview	302-110-0000-0410-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Fairview	302-110-0000-0410-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Monterey	302-110-0000-0370-0000-61100-41650-2-02	2,500
National Board Certified Bonuses - Westside	302-110-0000-0350-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Fairview	302-110-0000-0410-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - RAMS	302-110-0000-0220-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Woodrow	302-110-0000-0150-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Preston Park	302-110-0000-0330-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Highland Park	302-110-0000-0110-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Fishburn	302-110-0000-0380-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Round Hill	302-110-0000-0430-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Monterey	302-110-0000-0370-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - RAMS	302-110-0000-0220-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Garden City	302-110-0000-0300-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Crystal Springs	302-110-0000-0020-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Preston Park	302-110-0000-0330-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Preston Park	302-110-0000-0330-0000-61100-41650-2-01	2,500
National Board Certified Bonuses - Coyner Springs	302-110-0000-1050-0000-61100-41650-3-01	2,500
National Board Certified Bonuses - Fleming	302-110-0000-0400-0000-61100-41650-3-01	2,500
Personal Services	302-110-0000-0000-132K-61100-41121-3-01	15
Indirect Cost	302-000-INDC-0000-132K-00000-62000-0-00	1

Revenues

State Grant Receipts	302-206-0000-0000-0000-00000-32399-0-00	50,000
Federal Grant Receipts	302-000-0000-0000-132K-00000-38010-0-00	16

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: January 17, 2017
Subject: Appropriation of Additional FY 17 Funds for Enterprise Zone (CM17-00001)

Background:

A revised Virginia Enterprise Zone program was established by the General Assembly in 2005 through the Virginia Enterprise Zone Act. An Enterprise Zone is a geographically defined area designated by the Governor. The state and local government entered into a partnership to encourage business expansion and recruitment by offering both state and local incentives. The City of Roanoke (City) has one zone: Zone One A. Zone One A has one sub zone. Zone One A incorporates the older commercial and industrial areas including the core area of downtown which has experienced exceptional growth in both new structures and the rehabilitation of existing structures in past years resulting in an increase in requests for certain local incentives.

Considerations:

A requirement of state designation is that the City offer certain local incentives. These incentives were set forth in the original application and subsequent amendments approved by City Council. In order for the City to continue to offer the local incentives as set forth in the designation application and subsequent amendments, an annual appropriation of funds is needed. Based on funds remaining from previous appropriations, additional funding in the amount of \$100,000 has been identified to provide for program grants and rebates, such as facade grants and permitting & development plan review rebates, to meet the increased grant request activity for Fiscal Year 2016-2017. These improvement programs have become very popular and useful tools in Enterprise Zone One A over the past several years. To date in FY 17, a total of \$31,115.13 in facade grant awards has resulted in leveraging approximately \$96,669 in building facade improvements. In many cases, these facade improvements are part of overall building rehabilitation projects, which result in significant real property investment.

Recommended Action:

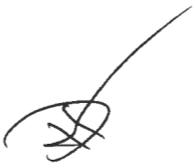
Adopt the accompanying budget ordinance appropriating \$100,000 from Capital Projects Contingency to the Façade Grant and the Permit & Development Fee Rebate Grant accounts established by the Director of Finance in the amounts shown to the following accounts:

08-310-9105 (Façade Grants)	\$75,000
08-310-9100 (Permit & Development Fee Rebates)	\$25,000



Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Mgr. for Community
Development
Sherman M. Stovall, Assistant City Manager for Operations
Amelia C. Merchant, Director of Management and Budget
Barbara Dameron, Director of Finance
Wayne Bowers, Director of Economic Development
Robert Ledger, Economic Development Manager



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from Capital Projects Contingency to the Façade Grants and Enterprise Zone Permit and Development Fee Rebates Projects, amending and reordaining certain sections of the 2016-2017 Capital Projects Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Appropriated from General Revenue	08-310-9105-9003	\$ 75,000
Appropriated from General Revenue	08-310-9100-9003	25,000
Capital Project Contingency	08-530-9575-9220	(100,000)

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

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: January 17, 2017
Subject: Request by Tom Soranno on behalf of Eric and Patti Mills to vacate an approximately 960 square foot portion of an alley that extends from 7th Street, S.W., to 8th Street, S.W., just north of and parallel to Marshall Avenue, S.W., with the portion to be vacated sited between and adjacent to the entirety of Official Tax Map Nos. 1113218 and 1113219, and a portion of Official Tax Map No. 1113209.

Recommendation

The Planning Commission held a public hearing on Monday, January 9, 2017. After hearing from the applicant, the Commission weighed the work that has occurred on the property, the development pattern and use of the alley in the immediate area, and policy from the comprehensive and neighborhood plans. The motion to approve the vacation of the right-of-way failed by a vote of 0-6.

Prior to its vote on the motion, the Planning Commission amended the motion to include the following conditions, which should be included if City Council approves the request:

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 \$1,696 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>	The Soranno Group LLC
<i>Applicant:</i>	Tom Soranno/Eric and Patti Mills
<i>City Staff Person:</i>	Wayne Leftwich
<i>Official Tax Nos. of surrounding properties</i>	1113209, 1113219, 1113218
<i>Site Area:</i>	Approximately 960 square feet
<i>Existing Zoning:</i>	MX-Mixed Use & RM-1
<i>Proposed Zoning:</i>	MX-Mixed Use & RM-1
<i>Existing Land Use:</i>	Residential
<i>Proposed Land Use:</i>	Residential
<i>Neighborhood Plan:</i>	Old Southwest Neighborhood Plan & West End Neighborhood Plan
<i>Specified Future Land Use:</i>	Single Family & Downtown Development-Residential & Commercial
<i>Filing Date:</i>	November 4, 2016

Background

The applicant seeks to vacate an approximately 960 square foot portion of an alley that extends from 7th Street, S.W., to 8th Street, S.W., just north of and parallel to Marshall Avenue, S.W., with the portion to be vacated sited between and adjacent to the entirety of Official Tax Map Nos. 1113218 and 1113219, and a portion of Official Tax Map No. 1113209.

The applicant is seeking vacation in order to deal with stormwater issues affecting the newly renovated property at 511 7th Street (Official Tax Map No. 1113209). Previously the property had a retaining wall adjacent to the public alley, but the wall has been dismantled in recent years. The applicant indicates that the side of the house adjacent to the alley has experienced flooding issues. The applicant has not provided information on potential plans to remedy the

stormwater issue nor explained the necessity of the vacation of right-of-way in order to complete those plans.

Considerations

The vacated alley will be purchased from the City for \$1,696 with ownership transferred to the applicant, Tom Soranno, who as owner of The Soranno Group, LLC, is the current legal owner of Official Tax Map No. 1113209. The co-applicants are Eric and Patti Mills, the potential purchasers of 511 7th Street (Official Tax Map No. 1113209).

The applicant is an adjacent property owner. The two adjacent property owners have submitted letters of support along with the application.

Property owners to the west have expressed concern and opposition to the application.

Surrounding Zoning and Land Use:

	<i>Zoning District</i>	<i>Land Use</i>
<i>North</i>	MX Mixed Use	Residential
<i>South</i>	RM-1 Residential Mixed Density	Residential
<i>East</i>	Downtown	Institutional/Residential
<i>West</i>	Downtown	Commercial/Residential

Conformity with the Comprehensive Plan and Neighborhood Plan:

The City's Comprehensive Plan encourages the revitalization of historic properties and encourages residential development in the Downtown neighborhood, but it also discusses the importance of alleys in traditional neighborhood design, stating that they should serve rear access garages and parking areas. The *Old Southwest Neighborhood Plan* specifically discusses existing alleys as important assets to the neighborhood and an important part of Old Southwest's traditional neighborhood design. It further states, "Alleys that are part of the original grid street pattern should be preserved." The proposed application is not in conformance with the City's Comprehensive Plan or the neighborhood plan.

Public Utilities:

No comments.

City Department Comments:

Economic Development had concerns regarding the application, stating that their review of the available maps indicates that this section of alley appears to be open and in use. Although the application includes letters from the two adjacent property owners on Marshall Avenue, vacating the alley could have an impact on other property owners along Marshall Avenue and 8th Street. The opinions of these other impacted property owners should be given consideration as part of the deliberations on this request.

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

Planning Commission Work Session:

The Planning Commission had several questions regarding the vacation of right-of-way:

- What happened to previously existing retaining wall that ran the length of the alley between the property in question and the alley?
- Is there evidence to show previous water damage?
- What are the plans to mitigate the water drainage issue, and how does that plan require ownership of the alley?
- Is the sale of the house contingent with the alley vacation?

The applicant responded to these questions at the Planning Commission Public Hearing.

Public Comments:

Staff has received comments from two property owners who own property adjacent to the alley just west of the area proposed to be vacated.

Doug Turner, owner of Tax Map Nos. 1113215 and 1113216, is opposed to the application as he is concerned for the hindrance to traffic and that it would limit access for his tenants to the parking lot adjacent to his property that is only accessible from the alley. See attached e-mail.

Tammy Britt, owner of Tax Map No. 1113217, is opposed to the application as she is not comfortable with giving up alley access and feels the proposal would create a dead end alley that would have negative effect on surrounding property. See attached e-mail.

Planning Commission Public Hearing:

The applicant prepared a presentation for the Commission to address comments raised during the Commission's work session. In particular, the applicant expressed concern with water damage to the residence at 511 7th Street due to runoff from the alley. Gravel from the alley has washed onto the property over time due to rainfall and deterioration of the retaining wall along the edge of the alley.

As part of the work that the applicant performed at 511 7th Street, the applicant removed gravel from the property along the edge of the wall. This work revealed that a concrete channel existed at the bottom of the wall to carry water to the street. The work also indicated that several inches of gravel had been added to the alley over time, which appears to have altered the path of runoff, potentially contributing to gravel washing from the alley onto the 511 7th Street parcel.

Discussion regarding the condition of the wall, current use and condition of the alley, plans for future use of the alley if vacated, and how water would potentially be managed followed.

Taylor Stone, owner of Official Tax Map No. 1113208 that is immediately north of the applicant's property, spoke regarding the quality work that Mr. Soranno has done in renovating the house at 511 7th Street, S.W. He also spoke to the trash and debris that often accumulates within the alley in question.

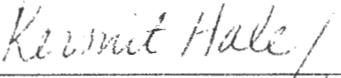
Although Commissioner Katz told Mr. Soranno that she appreciated the work he has done not only on the property at 511 7th Street, S.W., but elsewhere, and although she agreed that the retaining wall needs to be repaired, she could not support the alley vacation because it would limit the use of the alley by current and future property owners in the vicinity. Commissioner Smith said he was in favor of keeping the integrity of the alleyway and therefore was not in favor of vacating the alley. Both Katz and Smith advocated working with the City on alley repairs and stormwater management.

Planning Commission Chair Hale disagreed with Mr. Soranno's assertion that privatizing that portion of the alley would increase the quality or value of the neighborhood and said that there could be others who regard having a through-alley and the ability to use the alley as it was intended as valuable to the neighborhood. Therefore, he said he could not support the application.

Conclusion

The Application is not consistent with the City's Comprehensive Plan and the *Old Southwest Neighborhood Plan*. Furthermore, the applicant has not provided additional information to document the nature of water damage/flooding issues

to the dwelling on the adjacent property and how the closure of the alley would help in addressing that issue.


Kermit Hale, Chair *1/17/17*
City Planning Commission

c: 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
Tom Soranno
Eric and Patti Mills

Attachments



Proposed blocking of alley at Marshall Av
Douglas Turner
to:
wayne.leftwich
12/30/2016 09:37 AM

Hello Wayne,

Thank you for he opportunity to comment regarding the proposed blocking of the alley in the 700 block of Marshall Avenue. I own the parking lot just west of the proposed block.

I am opposed to blocking the alley for the following reasons:

My tenants need access through both ends of the alley.

Future residents of the houses on Marshall Avenue may need access to the back of the houses.

Garbage collection might someday again need to be at the rear of the houses.

The fire department might need access to the rear of the houses.

The person requesting that the alley be blocked apparently wants to prevent water in his basement. Blocking the alley is not the solution to this problem. It probably would not stop the problem. A more reasonable solution is to put proper gutters on the home, with black pipes at the bottom of the downspouts to channel water away from the house. Also, he can build up the ground around the home. I did this at my home and stopped the water from coming into the basement. If this fails, he can call one of the companies that specialize in stopping water from coming into a basement.

Thank you,
Douglas F. Turner



**Re: Comments for 7th Alley vacation
Tammy Britt Realtor/Rental Properties
12/30/2016 02:49 PM
To:
Wayne Leftwich**

Wayne,

I am opposing Tom Sorrano's appeal to vacate the alley access behind my property located at 709 Marshall Ave SW in Roanoke, VA. I feel removing the alley access would be detrimental to my home value. As well, I often use both sides of the alley for entering and exiting my property. I also feel this could prove to be a hardship for my tenants who park in the lot of the neighboring owner. The bottom line is that I do not wish to give up any part of my property nor the alley access.

**Tammy Britt
Tammy Britt Rental Properties
P.O. Box 8162
Roanoke, VA 24014**



APPLICATION STREET OR ALLEY VACATION

Date: 8/13/16

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

Original Application
 Amended Application
No. _____

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

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

Location and description of street or alley to be closed: _____
Alley adjacent to the south side of 511 7th Street (Tax ID 1113209)

Proposed use of vacated street or alley: _____
Private off street drive and access to backyard garage for 511 7th street with right of way access by owners/residents of the 705 Marshall Ave SW to their property.
If complete alley vacation between 7th and 8th street is granted, right of way access will be granted to all owner/residents on the north side of the 700 block of Marshall Avenue to their respective property lines adjacent to the alley.

Name of Applicant/Contact Person: Tom Soranno
The Soranno Group, LLC
Mailing Address: 2713 Golden Ivy Drive, Roanoke VA 24012

Telephone: () 540-467-3466 Fax: () _____ E-mail: tom@thesorannogroup.com

Applicant(s) signature(s):

RECEIVED
Resubmitted w/ add'l. info
NOV 03 2016
tmc
CITY OF ROANOKE
PLANNING BUILDING &
DEVELOPMENT

RECEIVED
AUG 29 2016
CITY OF ROANOKE
PLANNING BUILDING &
DEVELOPMENT



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

RECEIVED

NOV 08 2016

CITY OF ROANOKE
PLANNING BUILDING &
DEVELOPMENT

CECELIA F. MCCOY
Deputy City Clerk

CECELIA T. WEBB, CMC
Assistant Deputy City Clerk

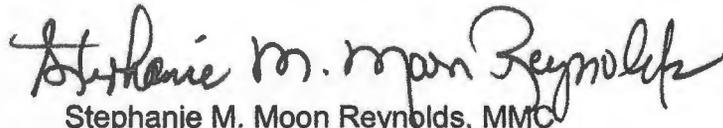
November 4, 2016

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 Tom Soranno on behalf of Eric and Patti Mills, requesting that an unused alley between 7th and 8th Street, adjacent to the rear of 705 Marshall Avenue S.W. designated as Official Tax Map No. 1113209, be vacated, discontinued and closed.

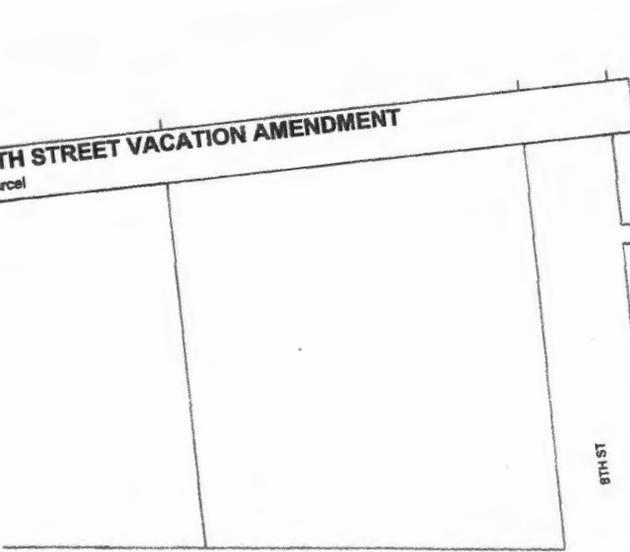
Sincerely,


Stephanie M. Moon Reynolds, MMC
City Clerk

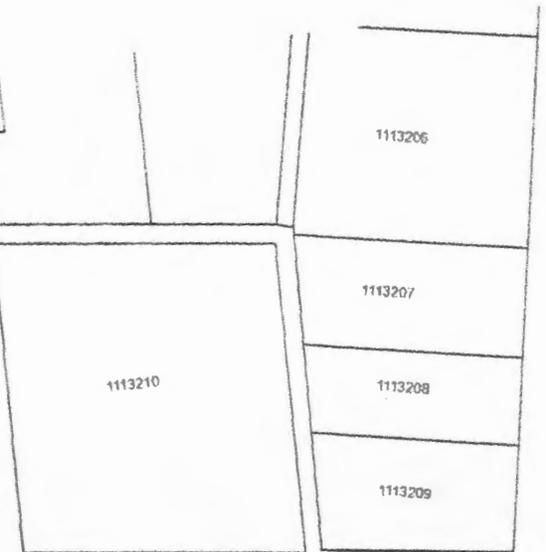
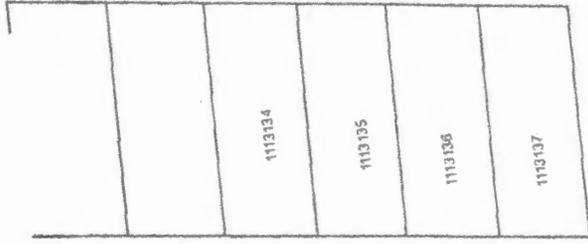
Enclosure

pc: Tom Soranno, 2713 Golden Ivy Drive, Roanoke, Virginia 24012
Mr. and Mrs. Eric Mills, 2207 Bloomfield Avenue, 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
Wayne Leftwich, City Planner, Planning, Building and Development

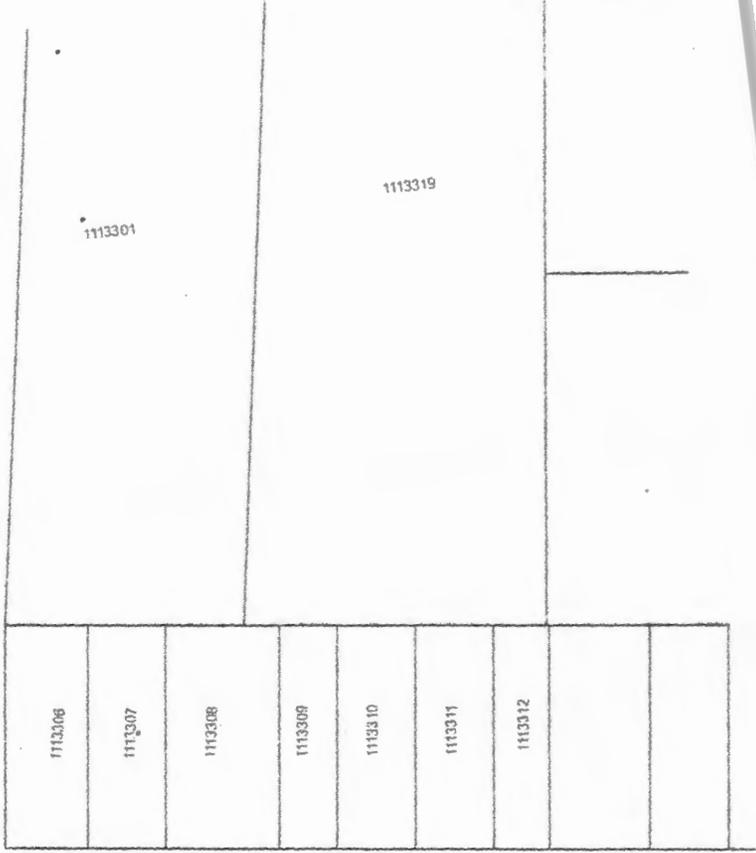
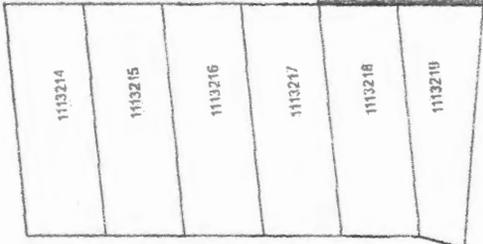
7TH STREET VACATION AMENDMENT
parcel



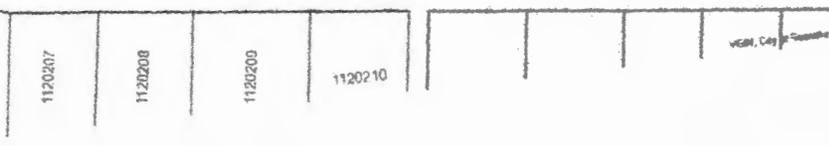
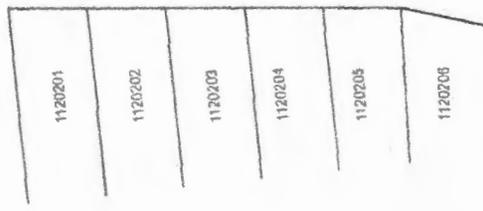
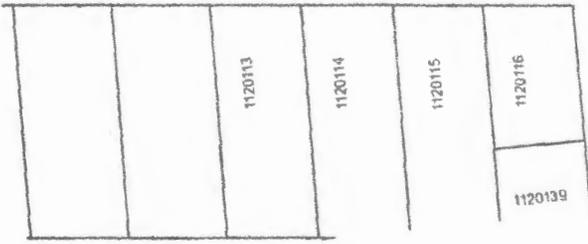
8TH ST



7TH ST



MARSHALL AVE



VEIN, City of



8TH ST

1113201

1113210

1113214

1113215

1113216

1113217

1113218

1113219

1113207

1113208

1113209

7TH ST

1113306

1113307

1113308

1113309

MARSHALL AVE

August 29, 2016

Mr. Wayne Leftwich
Planning, City of Roanoke
Noel C Taylor Municipal Building
215 Church Ave SW
Roanoke, VA 24011

RE: Purchase of Alley between Marshall Ave and Campbell Ave

Dear Mr. Leftwich,

Thomas Soranno, on behalf of Eric and Patti Mills, has informed us that the Mills would like to purchase the unused alley that is adjacent to the rear of our house at 701 Marshall Ave.

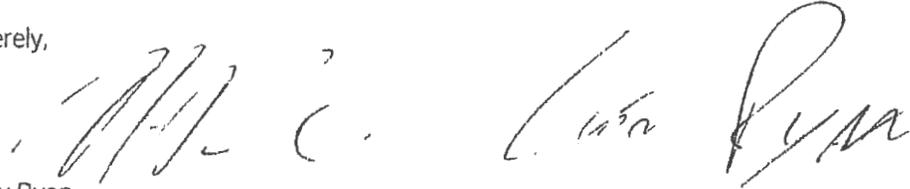
They are doing this in order to re-landscape to protect their house from further water damage and to use this portion of the alley for off-street parking.

We understand that they will grant us unrestricted access to our back property line in exchange for our approval of this purchase.

We believe that purchase and private upkeep of the alley will benefit the neighborhood.

Therefore, we approve the purchase of this land by The Soranno Group on behalf of Eric and Patti Mills.

Sincerely,


Marcy Ryan
701 Marshall Ave SW

7 Oct '16

October 21, 2016

Mr. Wayne Leftwich
Planning, City of Roanoke
Noel C. Taylor Municipal Building
215 Church Ave SW
Roanoke, VA 24011

RE: Purchase of Alley between Marshall Ave and Campbell Ave

Dear Mr. Leftwich,

Thomas Soranno, on behalf of Eric and Patti Mills, has informed us that the Mills would like to purchase the unused alley that is adjacent to the rear of our house at 705 Marshall Ave.

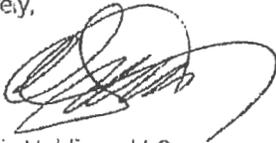
They are doing this in order to re-landscape to protect their house from further water damage and to use this portion of the alley for off-street parking.

We understand that they will grant us unrestricted access to our back property line in exchange for our approval of this purchase.

We believe that purchase and private upkeep of the alley will benefit the neighborhood.

Therefore, we approve the purchase of this land by The Soranno Group on behalf of Eric and Patti Mills.

Sincerely,

A handwritten signature in black ink, appearing to be "Phoenix Holdings, LLC", written in a cursive style with a large loop at the end.

Phoenix Holdings, LLC
705 Marshall Ave SW

ZONING MAP 7TH ALLEY VACATION



SST
1/12/17

B.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE permanently vacating, discontinuing and closing an approximately 960 square foot portion of an alley that extends from 7th Street, S.W., to 8th Street, S.W., north of and parallel to Marshall Avenue, S.W, as more particularly described hereinafter; and dispensing with the second reading of this ordinance by title.

WHEREAS, Tom Soranno, on behalf of the Soranno Group, LLC, 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 January 17, 2017, 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 960 square foot portion of an alley that extends from 7th Street, S.W., to 8th Street, S.W., north of and parallel to Marshall Avenue, S.W., with the portion to be vacated sited between and adjacent to the entirety of Official Tax Map Nos. 1113218 and 1113219, and a portion of Official Tax Map No. 1113209

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

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 six hundred ninety-six dollars (\$1,696) 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

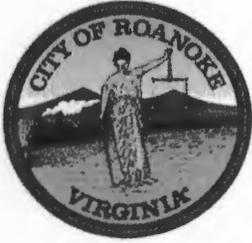
the City of Roanoke, Virginia, the Clerk's receipt, demonstrating that such recordation has occurred.

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: January 17, 2017

Subject: Proposed amendments to Chapter 36.2, Zoning, of the Code of the City of Roanoke (1979), as amended, by amending and reordaining, adding or deleting Section 36.2-333, Floodplain Overlay District, and Section 36.2-411, Gasoline stations, to update, clarify and make the City's zoning ordinance easier to use for its citizens, and to make the City's zoning ordinance consistent with state code, such amendments not constituting a comprehensive rezoning or change of any densities that would decrease permitted density in any district, unless otherwise noted.

Recommendation

The Planning Commission held a public hearing on Monday, January 9, 2017. By a vote of 6 - 0, the Commission recommended approval of the proposed amendments to Section 36.2-333, Floodplain Overlay District, and Section 36.2-411, Gasoline stations, of the Code of the City of Roanoke (1979), as amended.

Background

Revisions to the City's zoning ordinance were recently adopted by City Council on December 5, 2016. During final review of those amendments, errors were found in the proposed revisions to Section 36.2-333, Floodplain Overlay District, and Section 36.2-411, Gasoline stations. At the time the errors were identified, legal notice had already been published, and the changes could not be addressed as part of the original action.

A summary of the changes is below with the complete text included as an attachment.

The corrections in Section 36.2-333 are related to the complete revision of this section and include the following:

1. Revising and adding definitions:
 - a. Added definition for post-FIRM Structure,
 - b. Added definition for Repetitive Loss Structure,
 - c. Revised the definition of Historic Structure to be consistent with current practice, and

- d. Revised the definition of substantial improvement to include Repetitive Loss Structures and structures that have incurred substantial damage, included a 5-year time period for evaluating substantial improvement, and removed a condition that restricted the historic exemption for substantial improvement.
2. Correcting an internal reference in Section 36.2-333(d)(2).
3. Correcting an error in Section 36.2(d)(2) that corrects the required elevation/flood proofing height from 18 inches to 24 inches above base flood elevation.
4. Removing a reference to subdivisions in Section 36.2(d)(2).

A portion of the proposed amendments to Section 36.2-411 were struck by City Council in December 2016 due to a formatting error that misapplied a proposed landscaping standard. The changes currently proposed to Section 36.2-411 correct that error and apply landscaping standards to gasoline stations in the CG, CLS, and I-1 zoning districts. Those landscaping standards, requirements for trees and shrubs, are identical to those adopted for the CN and D zoning districts in December 2016.

Considerations

The proposed amendments will correct errors in the amendments adopted by City Council on December 5, 2016, so that the zoning ordinance will function as intended. In particular, the changes to the Floodplain Overlay maintain the City in full compliance with FEMA regulations and maintain existing provisions that result in flood insurance discounts through the Community Rating System.

Public Comment Summary

None.

Planning Commission Work Session (December 9, 2016):

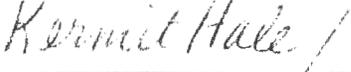
The item was discussed in the Planning Commission Work Session for compliance with City policy and ordinances.

Conclusions and Recommendations:

Staff recommended approval of the proposed amendments to Chapter 36.2, Zoning, of the Code of the City of Roanoke (1979), as amended, Section 36.2-333, Floodplain Overlay District, and Section 36.2-411, Gasoline stations.

Planning Commission Public Hearing (January 9, 2017):

Mr. Martin Jeffrey asked to clarify why the definitions related to historic structures were being changed and expressed concern that historic resources in the City should be adequately protected. Staff responded that the changes in the definition of historic structures in this section relate only to floodplain compliance and do not affect historic listing of properties or otherwise change overall historic designations. Staff elaborated that the changes in definition are intended to alleviate some of the flood proofing requirements for historic structures to aid in preserving their historic character. Mr. Jeffrey asked if there would be any unintended consequences of the changes. Staff explained that the proposed changes are to make the current regulations consistent with the previous regulations that had been in effect since the 1980s, so no unintended consequences are anticipated.



Kermit Hale, Chair *hmc*
City Planning Commission

Attachment—Summary of Proposed Code Amendments

- c: 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

PROPOSED ZONING ORDINANCE AMENDMENTS

Sec. 36.2-333. Floodplain Overlay District (F).

* * *

(b) Definitions. Certain terms and words used in this section shall be defined as set forth below. Where any conflict exists between the definitions below and those set forth in Appendix A, the definitions of this subsection shall govern for the purposes of the regulations of this section.

* * *

Historic Structure: Any structure that is:

* * *

4. ~~individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior; or, directly by the Secretary of the Interior in states without approved programs.~~ Individually listed on the city inventory of historic places.

* * *

Post-FIRM structure: - A structure for which construction or substantial improvement occurred on or after November 14, 1981.

* * *

Repetitive Loss Structure: A building covered by a contract for flood insurance that has incurred flood-related damages on two (2) occasions in a ten (10) year period, in which the cost of the repair, on the average, equaled or exceeded twenty-five percent (25%) of the market value of the structure at the time of each such flood event; and at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

* * *

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during a period of five (5) years, the cumulative cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the “start of construction” of the improvement. This term includes repetitive loss

structures or structures that have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either:

* * *

3. ~~Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all section requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific section requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from section requirements will be the minimum necessary to preserve the historic character and design of the structure.~~

* * *

(d) **Establishment of Floodplain Overlay District and Flood Zones.**

* * *

(2) **Additional requirements in specific Special Flood Hazard Areas.**

* * *

- (A) Floodway. The floodway is the portion of an AE Zone that is delineated, for purposes of this section, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the one percent (1%) annual chance flood without increasing the water surface elevation of that flood more than one (1) foot at any point. The areas included in this District are specifically defined in Table 5 of the above-referenced FIS and shown on the accompanying FIRM.

The following provisions shall apply within the floodway of an AE zone:

* * *

- (iii) Special exception uses in floodway. The following uses shall be permitted in the floodway by special exception granted by the Board of Zoning Appeals provided such uses are permitted in the underlying base zoning district.

* * *

- (A) Accessory structures related to the uses set forth in subsections (ii)(A1) through (ii)(D4), above.

* * *

- (C) A Zones: A Zones are those areas for which no detailed flood profiles or elevations are provided, but the one percent (1%) annual chance floodplain boundary has been approximated. For these areas, the following provisions shall apply:
 - (i) The Approximated Floodplain District shall be that floodplain area for which no detailed flood profiles or elevations are provided, but where a one percent annual chance floodplain boundary has been approximated. Such areas are shown as Zone A on the maps accompanying the FIS. For these areas, the base flood elevations and floodway information from federal, state, and other acceptable sources shall be used, when available. Where the specific one percent annual chance flood elevation cannot be determined for this area using other sources of data, such as the U. S. Army Corps of Engineers Floodplain Information Reports, U. S. Geological Survey Flood-Prone Quadrangles, etc., then the applicant for the proposed use, development and/or activity shall determine this base flood elevation. For development proposed in the approximate floodplain the applicant must use technical methods that correctly reflect currently accepted practices, such as point on boundary, high water marks, or detailed methodologies hydrologic and hydraulic analyses. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the Zoning Administrator.

The Zoning Administrator reserves the right to require a hydrologic and hydraulic analysis for any development. When such base flood elevation data is utilized, the lowest floor shall be elevated to or above the base flood level plus eighteen (18)twenty four (24) inches, or flood proofed to such level when applicable.

During the permitting process, the Zoning Administrator shall obtain:

- (1) The elevation of the lowest floor (in relation to mean sea level), including the basement, of all new and substantially improved structures; and,
- (2) If the structure has been flood-proofed in accordance with the requirements of this article, the elevation (in relation to mean sea level) to which the structure has been flood-proofed.

~~Base flood elevation data shall be obtained from other sources or developed using detailed methodologies comparable to those contained in a FIS for subdivision proposals and other proposed development proposals (including manufactured home parks and subdivisions) that exceed fifty (50) lots or five (5) acres, whichever is the lesser.~~

* * *

Sec. 36.2-411. Gasoline stations.

* * *

- (c) *Standards in the CG, CLS, and I-1 Districts.* Any gasoline station located in the Commercial-General District (CG), Commercial-Large Site District (CLS), or Light Industrial District (I-1), shall be subject to the following standards for any canopy over a gas pump island:
 - (1) Any canopy over a gas pump shall be subject to the following standards:
 - ~~(1)~~(A) Such canopy shall have a maximum clear, unobstructed height to its underside not to exceed fourteen (14) feet, six (6) inches;
 - ~~(2)~~(B) There shall be no illumination of any portion of the fascia of the canopy;
 - ~~(3)~~(C) Any lighting fixtures or sources of light that are a part of the underside of the canopy shall be recessed into the underside of the canopy so as not to protrude below the canopy ceiling. All such lighting associated with the canopy shall be directed downward toward the pump islands and shall not be directed outward or away from the site;
 - ~~(4)~~(D) The vertical dimension of the fascia of such canopy shall be no more than two (2) feet; and

~~(5)(E)~~ Signs attached to or on such canopy shall not be illuminated and shall not extend beyond the ends or extremities of the fascia of the canopy to which or on which they are attached.

(2) A landscaping strip consisting of evergreen shrubs and deciduous trees as defined further in Section 36.2-649 shall be placed along any street frontage of the lot or portion of the lot housing the gasoline station. The trees and shrubs shall meet the minimum planting size as listed in Section 36.2-642.

SST
1/2/17

B.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 36.2-333, Floodplain Overlay District (F); and Section 36.2-411, Gasoline stations; of Chapter 36.2, Zoning, of the Code of the City of Roanoke (1979), as amended, and dispensing with the second reading of this Ordinance by title.

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

1. Chapter 36.2, Zoning, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

Sec. 36.2-333. Floodplain Overlay District (F).

* * *

- (b) **Definitions.** Certain terms and words used in this section shall be defined as set forth below. Where any conflict exists between the definitions below and those set forth in Appendix A, the definitions of this subsection shall govern for the purposes of the regulations of this section.

* * *

Historic Structure: Any structure that is:

* * *

4. ~~Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior; or, directly by the Secretary of the Interior in states without approved programs.~~ Individually listed on the city inventory

of historic places.

* * *

Post-FIRM structures: A structure for which construction or substantial improvement occurred on or after November 14, 1981.

* * *

Repetitive Loss Structure: A building covered by a contract for flood insurance that has incurred flood-related damages on two (2) occasions in a ten (10) year period, in which the cost of the repair, on the average, equaled or exceeded twenty-five percent (25%) of the market value of the structure at the time of each such flood event; and at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

* * *

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during a period of five (5) years, the cumulative cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the “start of construction” of the improvement. This term includes repetitive loss structures or structures that that have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either:

* * *

~~3. Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all section requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific section requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from section requirements will be the minimum necessary to preserve the historic character and design of the structure.~~

* * *

(d) **Establishment of Floodplain Overlay District and Flood Zones.**

* * *

(2) **Additional requirements in specific Special Flood Hazard Areas.**

- (A) Floodway. The floodway is the portion of an AE Zone that is delineated, for purposes of this section, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the one percent (1%) annual chance flood without increasing the water surface elevation of that flood more than one (1) foot at any point. The areas included in this District are specifically defined in Table 5 of the above-referenced FIS and shown on the accompanying FIRM.

The following provisions shall apply within the floodway of an AE zone:

* * *

- (iii) Special exception uses in floodway. The following uses shall be permitted in the floodway by special exception granted by the Board of Zoning Appeals provided such uses are permitted in the underlying base zoning district.

* * *

- (A) Accessory structures related to the uses set forth in subsections (ii)(A1) through (ii)(D4), above.

* * *

- (C) A Zones: A Zones are those areas for which no detailed flood profiles or elevations are provided, but the one percent (1%) annual chance floodplain boundary has been approximated. For these areas, the following provisions shall apply:

- (i) The Approximated Floodplain District shall be that floodplain area for which no detailed flood profiles or elevations are provided, but where a one percent (1%) annual chance floodplain boundary has been approximated. Such areas are shown as Zone A on the maps accompanying the FIS. For these areas, the base flood

elevations and floodway information from federal, state, and other acceptable sources shall be used, when available. Where the specific one percent (1%) annual chance flood elevation cannot be determined for this area using other sources of data, such as the U. S. Army Corps of Engineers Floodplain Information Reports, U. S. Geological Survey Flood-Prone Quadrangles, etc., then the applicant for the proposed use, development and/or activity shall determine this base flood elevation. For development proposed in the approximate floodplain the applicant must use technical methods that correctly reflect currently accepted practices, such as point on boundary, high water marks, or detailed methodologies hydrologic and hydraulic analyses. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the Zoning Administrator.

The Zoning Administrator reserves the right to require a hydrologic and hydraulic analysis for any development. When such base flood elevation data is utilized, the lowest floor shall be elevated to or above the base flood level plus eighteen (18) twenty four (24) inches, or flood proofed to such level when applicable.

During the permitting process, the Zoning Administrator shall obtain:

- (1) The elevation of the lowest floor (in relation to mean sea level), including the basement, of all new and substantially improved structures; and,
- (2) If the structure has been flood-proofed in accordance with the requirements of this article, the elevation (in relation to mean sea level) to which the structure has been flood-proofed.

~~Base flood elevation data shall be obtained from other sources or developed using detailed methodologies comparable to those contained in a FIS for subdivision proposals and other proposed development proposals (including manufactured home parks and subdivisions) that~~

exceed fifty (50) lots or five (5) acres, whichever is the lesser.

* * *

Sec. 36.2-411. Gasoline stations.

* * *

- (c) *Standards in the CG, CLS, and I-1 Districts.* Any gasoline station located in the Commercial-General District (CG), Commercial-Large Site District (CLS), or Light Industrial District (I-1), shall be subject to the following standards ~~for any canopy over a gas pump island:~~

(1) Any canopy over a gas pump shall be subject to the following standards:

~~(1)~~(A) Such canopy shall have a maximum clear, unobstructed height to its underside not to exceed fourteen (14) feet, six (6) inches;

~~(2)~~(B) There shall be no illumination of any portion of the fascia of the canopy;

~~(3)~~(C) Any lighting fixtures or sources of light that are a part of the underside of the canopy shall be recessed into the underside of the canopy so as not to protrude below the canopy ceiling. All such lighting associated with the canopy shall be directed downward toward the pump islands and shall not be directed outward or away from the site;

~~(4)~~(D) The vertical dimension of the fascia of such canopy shall be no more than two (2) feet; and

~~(5)~~(E) Signs attached to or on such canopy shall not be illuminated and shall not extend beyond the ends or extremities of the fascia of the canopy to which or on which they are attached.

(2) A landscaping strip consisting of evergreen shrubs and deciduous trees as defined further in Section 36.2-649 shall be placed along any street frontage of the lot or portion of the lot housing the gasoline station. The trees and shrubs

shall meet the minimum planting size as listed in Section 36.2-642.

* * *

2. This ordinance will become effective immediately upon adoption.

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



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**JANUARY 17, 2017
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Alexander D. MacPhail, Pastor, Christ Episcopal 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, January 19 at 7:00 p.m., and Saturday, January 21 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

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.

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 A communication from the Assistant City Manager for Community Development transmitting the 2016 Office of Communications' Social Media Report.

RECOMMENDED ACTION: Receive and file.

C-2 Reports of qualification of the following individuals:

Kameron Washington Brown as a member (Alternate Student) of the Youth Services Citizen Board, to replace Malik Morris for a one-year term of office commencing July 1, 2016;

Antwyne Calloway as a member of the Board of Zoning Appeals to replace Drew H. Kepley for a three-year term of office commencing January 1, 2017 and December 31, 2019;

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; and

Claude "Sport" Paige as a member of the Parks and Recreation Advisory Board for a three-year term of office ending March 31, 2019.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

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 of the State Homeland Security FY16 Grant funds from the Virginia Department of Emergency Management to upgrade the City's hazardous materials monitoring equipment in support of the City of Roanoke HAZMAT Team.
2. Acceptance of the FY2017 - 2018 Local Emergency Management Performance Grant from the Virginia Department of Emergency Management to support the emergency management performance.
3. Approval and authorization of an encroachment permit for Norfolk Southern Railway Company to construct a retaining wall within the public right-of-way located on Norfolk Avenue, S. E.
4. Execution of a Temporary, Nonexclusive, and Revocable License Agreement with Lumos Networks, Inc., to construct, maintain and operate telecommunications facilities in, over, under and across portions of the City's public right-of-ways.

5. Approval of the issuance of bonds by the Economic Development Authority of Montgomery County, Virginia, to finance or refinance costs associated with certain facilities benefitting the Virginia Tech Foundation, Inc.

COMMENTS OF CITY MANAGER.

8. REPORTS OF COMMITTEES:

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

9. UNFINISHED BUSINESS:

- a. Continuation of the matter with regard to appropriation of additional funding for Enterprise Zone One A to provide for program grants and rebates to meet the increased grant request activity for Fiscal Year 2016 – 2017.

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**

**JANUARY 17, 2017
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Tim H. Dayton, Pastor, First Christian Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Cub Scout Pack 17, St. John's Episcopal Church.

Welcome. Mayor Lea.

NOTICE:

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, January 19 at 7:00 p.m., and Saturday, January 21 at 4:00 p.m.; and video streamed by Internet through CivicPlus, at roanokeva.gov/councilmeetings. Council meetings are offered with closed captioning for the hearing impaired.

A. PRESENTATION AND ACKNOWLEDGEMENTS:

Recognition of Wade Whitehead, 5th Grade Teacher, Crystal Spring Elementary School, on induction into the National Teachers Hall of Fame.

B. PUBLIC HEARINGS:

1. Request of Tom Sorrano, on behalf of Eric and Patti Mills, to vacate, discontinue and close an approximately 960 square foot portion of an alley from 7th Street to 8th Street, S. W., north of and parallel to Marshall Avenue, S. W. Tom Sorrano, The Sorrano Group, LLC, Agent, Spokesperson.
2. Request of the City of Roanoke to amend Chapter 36.2, Zoning, Code of the City of Roanoke, (1979), as amended, in order to make consistent with State Code. Ian Shaw, Agent, Spokesperson.
3. Receive public comments on the City's Draft Solid Waste Management Plan. Christopher P. Morrill, City Manager.

C. HEARING OF CITIZENS UPON PUBLIC MATTERS:

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

D. ADJOURNMENT.