



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**MAY 16, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Stephen R. Lamb, Pastor, Grace and Truth Baptist Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Vice-Mayor David B. Trinkle.

Welcome. Vice-Mayor Trinkle.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, May 19 at 7:00 p.m., and Saturday, May 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 PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV, CLICK ON THE GOVERNMENT ICON, CITY COUNCIL AGENDAS.

NOTICE OF INTENT TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. SPECIAL ASSISTANCE IS AVAILABLE FOR DISABLED PERSONS ADDRESSING CITY COUNCIL. EFFORTS WILL BE MADE TO PROVIDE ADAPTATIONS OR ACCOMMODATIONS BASED ON INDIVIDUAL NEEDS OF QUALIFIED INDIVIDUALS WITH DISABILITIES, PROVIDED THAT REASONABLE ADVANCE NOTIFICATION HAS BEEN RECEIVED BY THE CITY CLERK'S OFFICE.

PERSONS WISHING TO ADDRESS COUNCIL WILL BE REQUIRED TO CONTACT THE CITY CLERK'S OFFICE PRIOR TO THE MONDAY COUNCIL MEETING, OR REGISTER WITH THE STAFF ASSISTANT AT THE ENTRANCE TO THE COUNCIL CHAMBER PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING. ONCE THE COUNCIL MEETING HAS CONVENED, THERE WILL BE NO FURTHER REGISTRATION OF SPEAKERS, EXCEPT FOR PUBLIC HEARING MATTERS. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH; HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL-APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE MAY CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE TO COMPLETE AN ONLINE APPLICATION.

THE COUNCIL OF THE CITY OF ROANOKE IS SEEKING APPLICATIONS FOR THE FOLLOWING CURRENT VACANCIES AND/OR UPCOMING EXPIRATIONS OF TERMS OF OFFICE:

**BUILDING AND FIRE CODE OF APPEALS/AT-LARGE – TWO VACANCIES
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2017
TERM OF OFFICE ENDING JUNE 30, 2018**

**HOTEL ROANOKE AND CONFERENCE CENTER COMMISSION -
ONE VACANCY
FOUR-YEAR TERM OF OFFICE ENDING APRIL 12, 2020**

**PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION –
ONE VACANCY**

THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2019

**ROANOKE ARTS COMMISSION – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2019**

**ROANOKE PUBLIC LIBRARY BOARD – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2019**

**ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION -
ONE VACANCY**

UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2018

**ROANOKE VALLEY CONVENTION AND VISITORS
BUREAU BOARD OF DIRECTORS – ONE VACANCY
ONE-YEAR TERM OF OFFICE ENDING JUNE 30, 2017**

**WESTERN VIRGINIA WATER AUTHORITY
BOARD OF DIRECTORS – ONE VACANCY
FOUR-YEAR TERM OF OFFICE ENDING JUNE 30, 2020**

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of Navy Week in Roanoke City.

A proclamation declaring the month of May 2016 as Diversity and Inclusion Awareness Month.

P 11

Presentation of the Government Finance Officers Association Distinguished Budget Award.

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 Council Member Sherman P. Lea, Chair, City Council Personnel Committee requesting that Council convene in a Closed Meeting to discuss a personnel matter, being the performance of a Council-Appointed Officer, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended. P 12

RECOMMENDED ACTION: Concur in the request.

C-2 A communication from the City Manager requesting that Council schedule a public hearing for Monday, June 20, 2016, at 2:00 p.m., or at such time thereafter as the matter may be reached, or at such later date and time as deemed appropriate by the City Manager, on the proposed joinder of the City of Salem to the Roanoke Valley Resource Authority and revisions of the Amended and Restated Articles of Incorporation. P 13

RECOMMENDED ACTION: Concur in the request.

C-3 A communication from the Director of Finance requesting that Council schedule a public hearing for Monday, June 20, 2016, at 2:00 p.m., or as soon thereafter as the matter may be heard, or at such later date and time as the City Manager may determine, on the issuance of General Obligation Bonds, not to exceed \$28 million, for qualifying Capital Improvement Projects. P 14

RECOMMENDED ACTION: Concur in the request.

C-4 A communication from the Assistant City Manager for Community Development transmitting the 2016 Annual Homeless Winter Point-in-Time Street and Shelter Survey Report. P 15

RECOMMENDED ACTION: Receive and file.

C-5 A communication from the City Registrar transmitting an Abstract of Votes cast in the 2016 May General Election held in the City of Roanoke on Tuesday, May 3, 2016.

P 61

RECOMMENDED ACTION: Receive and file.

C-6 Report of qualification of Geoffrey W. L. Manning as a member of the Parks and Recreation Advisory Board to fill the unexpired term of office of Erin M. Dudley ending March 31, 2017.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS: NONE.

6. PETITIONS AND COMMUNICATIONS:

a. A communication from Council Member Bestpitch requesting consideration of amendments to the City Code to increase the number of designated park facilities within the City at which an alcohol permit may be issued.

P 67

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance of the FY2017 Regional Fire Service Training Facilities Grant from the Virginia Department of Fire Programs for purchase of a trailer and training equipment for the City's Regional Fire-EMS Training Center.

P 72
R 75
B/O 76

- 2. Acceptance of the FY2016-2017 Local Emergency Management Performance Grant from the Virginia Department of Emergency Management to support the emergency management activity. P 77
R 81
- 3. Acceptance of the FY2015 State Homeland Security Grant from the Virginia Department of Emergency Management to install a quick connect device at the Berglund Center. P 82
R 86
B/O 87
- 4. Execution of an amendment of the Intergovernmental Agreement establishing the Roanoke Valley Greenway Commission to add Botetourt County as a member. P 88
O 99
- 5. Execution of Amendment No. 1 to the Contract for Purchase and Sale of Real Property between the City of Roanoke and Roanoke Higher Education Center regarding real property located at 209 Henry Street, N. W. P 101
O 107

COMMENTS OF CITY MANAGER.

- b. DIRECTOR OF FINANCE: P 110
R 113
 - 1. Authorization to issue General Obligation Public Improvement Refunding Boards, not to exceed \$35 million principal amount in refunding bonds on or before June 30, 2017.

8. REPORTS OF COMMITTEES:

- a. A report of the Roanoke City School Board requesting appropriation of funds for various educational grant programs; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson. P 127
P 128
B/O 130
- b. A report of the Roanoke City School Board requesting amendment to the 2015 – 2016 Categorical Budget in order to align with the City of Roanoke's budget, which was adopted on Monday, May 9, 2016; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson. P 131
P 133
B/O 135

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A resolution supporting roll on/roll off accommodations for bicycles and encouraging the Commonwealth of Virginia Department of Rail and Public Transportation to work with Amtrak to facilitate the implementation of roll on/roll off of bicycle accommodations when passenger rail service is extended to Roanoke.

R 136

11. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Vice-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**

**MAY 16, 2016
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order--Roll Call.

The Invocation will be delivered by Mayor David A. Bowers.

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

Welcome. Mayor Bowers.

CERTIFICATION OF CLOSED MEETING.

NOTICE:

Tonight's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, May 19 at 7:00 p.m., and Saturday, May 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. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of the Community Health Promoter Program (CHPP) Graduates – Spring 2016.

Recognition of the City of Roanoke 2016 Leadership College Graduates.

B. PUBLIC HEARINGS:

1. Receive the views of citizens regarding appointment of two Roanoke City School Board Trustees for three-year terms commencing July 1, 2016. The candidates are Wilton C. Kennedy, Annette Lewis, Susan R. Reese and Lutheria H. Smith.
2. Request of Viamac, Inc., and 3675 Orange Avenue, LLC, to repeal conditions proffered as part of rezonings at 3659 Orange Avenue, N. E., and 3675 Orange Avenue, N. E., and adopt new proffered conditions. C. Cooper Youell, IV, Attorney, Spokesperson.

P 138
O 215
3. Request of Local Environment Agriculture Project, Inc. (LEAP), for a personal property tax exemption at 1327 Grandin Road, S. W., effective July 1, 2016. Maureen McNamara Best, Executive Director, Spokesperson.

P 218
O 220
4. Request of Blue Ridge Land Conservancy, for personal property tax exemption at 722 First Street, S. W., Suite L, effective July 1, 2016. David C. Perry, Executive Director, Spokesperson.

P 222
O 224
5. Proposal of the City of Roanoke to lease approximately 3.6 acres of City-owned property located adjacent to 5401 Barns Avenue, N. W., to Jared Green and Donna Green for agricultural purposes. Christopher P. Morrill, City Manager.

P 226
O 240
6. Proposal of the City of Roanoke to grant a permanent sewer line easement and a temporary construction easement, both with an approximate width of 20 feet and collectively encumbering approximately 15,600 square feet, over, across, and under City-owned property located along Reserve Avenue, S. W., to the Western Virginia Water Authority. Daniel J. Callaghan, City Attorney.

P 242
O 244

C. OTHER BUSINESS:

1. A report of the City Manager requesting authorization to execute a Downtown Service District Services Agreement with Downtown Roanoke, Inc., for continued administration of the Downtown Service District.

P 245
R 289

2. A report of the City Manager requesting authorization to execute a Williamson Road Area Service District Services Agreement with the Williamson Road Area Business Association, Inc., for continued administration of the Williamson Road Area Service District.

P 291
R 324

3. Petition for Appeal filed by Tammy Britt, d/b/a Tammy Britt Rental Properties, LLC, in connection with a decision of the Architectural Review Board denying a request to approve replacement of existing pressed metal roof shingles with architectural shingles at 418 Washington Avenue, S. W.

P 326
P 329

D. 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.

E. ADJOURN.

Office of the Mayor

CITY OF  ROANOKE

Proclamation

WHEREAS, the success of any organization is contingent upon a workplace where the administration encourages a workforce which serves, appreciates, respects, and values the variety of differences that exist in a shared community;

WHEREAS, in 2006 the city administration formed a Diversity Advisory Council of employees who have volunteered to work collaboratively to promote inclusion in our culture, elevate our core values and who serve as inclusion champions for the organization;

WHEREAS, the Council has diligently sought to promote diversity and inclusion as strengths to be encouraged and celebrated; and to discourage discrimination based on race, ethnicity, gender, age, socioeconomic status, and other factors which deny the essential humanity of all people;

WHEREAS, the Diversity Advisory Council emphasizes the benefits of elevating the performance of the organization by respecting, celebrating, and embracing the collective mixture of differences and similarities of our employees;

WHEREAS, our behaviors will demonstrate a deep commitment to our core values of honesty, respect, responsibility, teamwork, diversity, and inclusion; and a variety of employee events will be conducted which will highlight these values; and

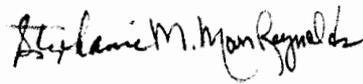
WHEREAS, the Diversity Advisory Council will continue to promote a welcoming, inclusive, and open work environment that delivers excellent service and creates a more vibrant and inviting community.

NOW, THEREFORE, I, David A. Bowers, Mayor of the City of Roanoke, Virginia, do hereby proclaim May 2016 throughout this great, six-time All-America City, as

DIVERSITY AND INCLUSION AWARENESS MONTH.

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

ATTEST:



Stephanie M. Moon Reynolds
City Clerk





David A. Bowers
Mayor



DAVID A. BOWERS
Mayor

CITY OF ROANOKE

CITY COUNCIL

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

Council Members
William D. Bestpitch
Raphael E. "Ray" Ferris
Sherman P. Lea
Anita J. Price
Court G. Rosen
David B. Trinkle

May 16, 2016

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

Dear Mayor Bowers and Members of Council:

I wish to request that Council convene in a closed meeting to discuss a personnel matter, being the performance of a Council-Appointed Officer, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

Sherman P. Lea, Chair
City Council Personnel Committee

SPL:ctw



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Request to Schedule a Public Hearing to Consider Joinder of City of Salem as a Member of the Roanoke Valley Resource Authority (CM16-00057)

Background:

In June 2015, Roanoke Valley Resource Authority (RVRA) responded to a Request for Proposals from the City of Salem, VA for refuse disposal and management of its transfer station. RVRA was subsequently interviewed by the City of Salem for this purpose.

On May 9, 2016, the City of Salem announced its intentions to join the RVRA. In order for the City of Salem to become a member of RVRA, RVRA's Articles of Incorporation need revisions which must be approved by all member localities. Additionally, City Council must also approve the joinder of the City of Salem to RVRA.

Under Section 15.2-5104, et seq., Code of Virginia (1950), as amended, notice must be given for public comment on the City of Salem's joinder to the RVRA as well as on the approval of revisions to the Articles of Incorporation.

Recommended Action:

Authorize the City Clerk to schedule and advertise a public hearing on the proposed joinder of the City of Salem to the Roanoke Valley Resource Authority and revisions of the Amended and Restated Articles of Incorporation to be held on June 20, 2016 at 2:00 p.m., or as soon thereafter as the matter may be reached, or such other date and time as deemed appropriate by the City Manager.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
 Sherman M. Stovall, Assistant City Manager for Operations
 Michael B. Shockley, Director of General Services/Sustainability



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Public Hearing for Authorization of the Issuance of Debt for FY 2017 Capital Improvement Projects

Background:

On May 9, 2016, City Council approved the Capital Improvement Program (CIP) Update for FY 2017-2021. The CIP includes bond issuance in FY 2017 in the amount of \$26.5 million for the following projects:

- School Facility Maintenance and Improvements - \$ 5,000,000
- Bridge Renovation - 8,050,000
- Library Master Plan - 2,845,000
- Parks and Recreation Master Plan - 2,500,000
- Stormwater Management - 1,620,000
- Curb, Gutter and Sidewalk Program - 1,000,000
- Streetscapes - 500,000
- 911 Center - 1,500,000
- Street Improvements - 3,500,000

Total: \$26,515,000

Considerations:

Council authorization of a public hearing on the issuance of debt is required to ensure that the public hearing notices are published in accordance with code requirements. The public hearing is to be scheduled for June 20, 2016 at 7:00 p.m.

Recommended Action:

Authorize a public hearing to be scheduled at City Council's meeting on June 20, 2016, at 2:00 p.m., or as soon thereafter as the matter may be heard, or at such later date and time as the City Manager may determine, on the issuance of general obligation bonds not to exceed \$28 million for qualifying Capital Improvement Projects. This authorization includes authorization to provide proper notification and publication of such public hearing in accordance with code requirements on or about June 6, 2016 and June 13, 2016.



Barbara A. Dameron

Director of Finance

Distribution: Council Appointed Officers



CITY COUNCIL REPORT

To: Honorable Mayor and Members of City Council
Date: May 16, 2016
Subject: Annual Homeless Winter Point-in-Time Street and Shelter Survey Report for 2016

Attached is the Blue Ridge Interagency Council on Homelessness Winter Point-in-Time Street and Shelter Survey report for 2016. This annual survey is conducted in the month of January by jurisdictions in the Commonwealth of Virginia in order to obtain baseline data on the number of homeless individuals living in communities, and to ascertain basic demographic information about that homeless population.

As indicated by the key findings beginning on page 8 of the attached report, the number of homeless counted in Roanoke during the January survey decreased by approximately 15% from the 2015 report to 331 individuals.

One Hundred Forty-five (145) of those counted participated in the survey. Overall, the demographic profile of the homeless surveyed remains primarily male (54%), and white (59%). Approximately 52% of the respondents indicated that they were actively seeking employment, and approximately 68% became homeless while living in localities that make up the Blue Ridge Continuum of Care area. Approximately 12% stated that they came to Roanoke for "shelter only". Approximately 46% of those surveyed indicated that they had been homeless for six months or less. Approximately 24% stated they had been homeless for 1-2 years. Of those surveyed, approximately 31% are currently receiving mental health services, and 21% had previously received such services.

Should members of City Council have any questions regarding this report, please do not hesitate to contact me.

BRIAN TOWNSEND
 Assistant City Manager

Attachment

Distribution: Council Appointed Officers
 Jane Conlin, Director of Human and Social Services
 Carol Tuning, Homeless Assistance Team



WINTER SHELTER POINT-IN-TIME REPORT



2016



2016 Winter Point-in-Time Street & Shelter Survey

Coordinated by

Blue Ridge Interagency Council on Homelessness

Chair

Paula Prince, PhD
Jefferson College of Health Sciences, Chair

Members

Angela Penn, Total Action Against Poverty (for Alleghany Highlands)
Antwyne Calloway, Blue Ridge Independent Living Center
Brian Geiser, Roanoke City Sheriff's Department
Bruce Phipps, Goodwill Industries
Carol Tuning, City of Roanoke
Dan Merenda, Council of Community Services
Dave Prosser, Freedom First Credit Union
David Bustamante, Roanoke Redevelopment & Housing Authority
Dawn Riddle, County of Roanoke Social Services
Debbie Brown, Greene Memorial United Methodist Church
Felicia Prescott, Alleghany Highlands Community Services
Judy Hough, City of Salem
Judy Cusamano, Jefferson College of Health Sciences
Keith Holland, City of Roanoke
Malora Horn, Roanoke City Public Schools
Nancy Reid, Roanoke Gas Company
Nancy Short, Salem VA
Pamela Hall, Lewis Gale - Alleghany
Sally Putnam, Lewis Gale - Alleghany
Shane Sawyer, Roanoke Valley-Alleghany Regional Commission
Sheryl Walters, Riverside Health Care
Susan Carroll, Blue Ridge Behavioral Health Care
Suzanne Adcock, Department of Social Services
Todd Gearheart, Alleghany Highlands Community Services Board
Annette Lewis, Total Action for Progress
Ebony Pair, Community Volunteer
Sherry Stull, Scott Hill Retirement Community
D. E. Hartman II, Roanoke City Police Department

Report Prepared by

Sabrina Sidden Hicklin, MSW, Council of Community Services
Leigh Lively, Radford University BSW Intern



THE WHITE HOUSE
WASHINGTON

January 19, 2016

We send greetings and thanks to all those participating in this year's Point-in-Time count of homeless men, women, and children across our country.

From her earliest days, America has been a beacon of hope for all people — no matter who they are or what their circumstances may be. Yet too often, individuals from all walks of life struggle to find the opportunity and stability our country has so proudly promised, even when it comes to some of our most basic needs.

Since launching Opening Doors in 2010, homelessness rates have sharply fallen, and our communities have made tremendous strides in reducing homelessness overall, including among America's families and the chronically homeless. Cities and towns across our Nation are expanding their involvement by partnering with the White House through initiatives such as Joining Forces and the Mayors Challenge to End Veteran Homelessness. Our coordinated efforts have proven that if we work hard and work together, it is possible to end homelessness for families, youth, and people with disabilities — and for our veterans, who have given so much to keep our country safe and free.

The idea of "home" has been central to our country's character from its earliest days, and dedicated, passionate people like you, who take up the noble work of serving our most vulnerable, are helping make it a reality for all. Your commitment to putting comfort, opportunity, and security within the reach of those who need it most represents the best of America and will help us build a future free from the heartbreak of poverty.

As you continue striving to ensure everyone has a safe and stable place to call home, we wish you the best and thank you for your work.



Michelle Obama

Thank you to the street volunteers!



Thanks to all the shelter staff from Rescue Mission, Trust, Family Promise, Salvation Army and SafeHome Systems

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Introduction

This Point-in-Time (PIT) Report is a count of sheltered and unsheltered homeless persons on a single night in January. The Department of Housing and Urban Development (HUD) requires that Continuums of Care (CoCs) conduct an annual count of homeless persons who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night. The purpose of this process and report is to obtain a snapshot of unduplicated homeless counts across the nation.

HUD's goals for ending homelessness are outlined in the 2014-2018 strategic plan. These goals are to strengthen the nation's housing market, meet the need for quality, affordable rental housing, use housing as a platform to improve quality of life, and build strong, resilient, and inclusive communities. The Obama Administration's Opening Doors plan notes specific subpopulations that communities should focus on regarding homelessness. These subpopulations are homeless veterans, those experiencing chronic homelessness, and homeless youth and families. This policy has also provided an ideal timeline of addressing subpopulation homelessness by stating, "the goals of the plan are to prevent and end veterans' and chronic homelessness by 2015, to prevent and end homelessness for families, youth, and children by 2020, and to set a path to ending all types of homelessness."¹

The President's Budget for fiscal year 2017 maintains funds that are essential to continually decreasing veteran homelessness as well as introduces new avenues to end homelessness for other subpopulations. The projected investment of \$2.5 billion (\$345 million over current levels) into HUD's Continuum of Care and Emergency Solution Grant Programs calls for: \$300 million to help end and prevent Veteran homelessness, the creation of 25,500 new permanent supportive housing units, \$177 million in rental-assistance for families, \$20 million for Family Unification Program vouchers, and \$37 million for vouchers related to domestic violence.²

Just recently HUD released the Tier One awards for Virginia's efforts to end homelessness. According to the HUD exchange website, "Secretary Julian Castro announced \$1.6 billion in grants to provide funding to 6,400 local homeless housing and service programs across the U.S., Puerto Rico, Guam, and the U.S. Virgin Islands". Virginia was awarded \$23,471,202 to local entities and non-profit organizations in Tier One funds.

The Blue Ridge Continuum of Care (BRCoC) serves the counties of Alleghany, Botetourt, Craig, and Roanoke as well as the cities of Roanoke, Salem and Covington. The localities within the BRCoC range from high-density (City of Roanoke) to low-density (Craig County). There are also significant racial and economic disparities within the region evidenced by indicator reports. Despite the complexities of the region, the CoC utilizes a collect impact framework to ensure the strategies of providing coordinated entry and assessment, shelter services, prevention and rapid rehousing; as well as permanent supportive housing are successful. The BRCoC convenes monthly to collaborate on local goals and processes to maximize system performance. This collaboration includes strategic planning efforts to ensure alignment with federal goals and measure success in attaining those goals.

¹ <http://portal.hud.gov/hudportal/documents/huddoc?id=hudstrategicplan2014-2018.pdf>

² https://www.usich.gov/resources/uploads/asset_library/2016_Budget_Fact_Sheet_on_Homelessness_Assistance.pdf

The data contained in this report will assist in the Blue Ridge Continuum of Care to sustain functional zero for veterans, to end chronic homelessness by 12/31/16 and youth and family homelessness by 12/31/20. After this time, homelessness will be rare, brief and non-recurring in our community.

Methodology

This 2016 Winter PIT and Shelter Survey report utilized data from three different sources: PIT Count, PIT Surveys and the Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT) surveys. Each source of data has a different purpose, but data collection for all three occurs on the same day and night to avoid duplicated data. January 28, 2016 was the night selected to gather data for the 2016 Winter PIT Report.

The purpose of the PIT Count is to obtain an accurate, unduplicated count of all those residing in a shelter or on the street. The PIT Count is completed by shelter directors and staff, and the only descriptive categories are: gender, under age 18; 18-24; over age 24; street count; Chronic and veteran status. This survey is sent electronically to the directors at each shelter to complete and return.

The PIT Survey is administered at least every year and sometimes twice a year for the purpose of detailing information and characteristics about people experiencing homelessness in a shelter. This is a more comprehensive survey that contains questions about: the reasons homeless; children's descriptive questions; cash and non-cash benefits and health needs. The 2016 survey instrument consisted of 26 closed response questions and 1 open-ended question. "Other" and N/A responses are available for appropriate questions. People who were homeless the night of January 28th were allowed to refuse the PIT survey, whereas the PIT Count (N=331) is important for understanding the actual numbers homeless and the PIT survey aids in understanding characteristics of a sample of those homeless. This survey is offered to all shelter participants during the evening hours of January 28, 2016.

Street Counts (N=7) record the number of homeless not residing in a shelter. Anyone residing on the street the night of January 28th is requested to complete the VI-SPDAT survey. VI-SPDAT is an assessment tool that indicates the level of vulnerability for a homeless person or family. This tool is a survey that consists of 50 YES/NO or N/A questions. There are 4 categories within this survey that calculate a combined score between 1-4, 5-7, and 8 and above. A score of 8 or above would indicate that an individual/family is highly vulnerable and are prioritized for housing. People who are homeless and on the street have the right to refuse the VI-SPDAT just like those in the shelter can refuse the PIT survey. If a person chooses not to complete the VI-SPDAT then the survey is coded as refused although the individual is still counted in the numbers of those on the street. The VI-SPDAT is also administered to individuals at the Rescue Mission Respite Care to assess the vulnerability of those discharged from the hospital without a housing plan. The Jefferson College of Health Sciences (JCHS) Physician's Assistant program assists with the completion of this survey each year to ensure survey administration training is consistent and thorough. This survey is administered by JCHS Physician's Assistant students and HAT staff during the early morning hours of January 28, 2016.

Survey volunteers were recruited utilizing the Council of Community Services' Hands on Blue Ridge volunteer services and Jefferson College of Health Sciences Physician's Assistant Program. Each agency also provided staff to administer surveys at the shelters. The volunteers were provided training prior to and during data collection as a way to consistently collect the data.

For the 2016 PIT Survey, veteran data (20 surveys) was analyzed separate from non-veteran data (145 surveys) due to collection methods and providing more information about that subpopulation of people who are homeless.

The unsheltered point-in-time count assists communities and HUD towards understanding the characteristics and number of people sleeping on the streets, including places not meant for human habitation. Accuracy of the data reported in PIT counts is vital. Data produced from these counts is based on reliable methods as included herein. We not only rely on the VI-SPDAT but also our HMIS to ensure that we are capturing accurate sub-population data.

During the PIT count, the CoC canvassed the entire area, not just those locations where homeless persons are known to sleep; incorporating the rural areas as well. De-duplication techniques also included sending multiple teams out at the same time to different quadrants to ensure there was no overlap in canvassing the service area. Prior to conducting the count, street outreach teams and social services staff in the rural area contacted known sites, businesses as well as other clients to identify areas where homeless may have stayed in the past. Street maps were produced and provided to teams during the morning of the count.

2016 Point-In-Time Count

The total number of homeless individuals in this years' count is 331
 This is a 15.2% decrease from last year. The numbers have been trending downward since 2012.

PEOPLE COUNTED	Children UNDER 18	Children AGE 18-24	Adults OVER AGE 24	2016 TOTAL	VETERANS	CH	FEMALE	MALE
Family Promise	6	3	1	10	0	0	4	6
TRUST	2	1	18	21	14	2	5	16
Safe Home Systems (Covington)	1	1	2	4	0	2	3	1
Turning Point	6	2	8	16	0	0	12	4
Red Shield Lodge	0	1	51	52	9	8	0	52
Rescue Mission of Roanoke	32	16	150	198	21	23	83	115
Alleghany County	0	0	0	0	0	0	0	0
Botetourt County	0	0	0	0	0	0	0	0
Craig County	0	0	0	0	0	0	0	0
Street Count	0	0	7	7	0	2	1	6
Warming Center	0	0	23	23	1	2	4	19
	47	24	280	331	45	39	112	219

The number of veterans this year decreased by 10% (45) from last year's total of 50 and 63 in 2014.

Females make up 33.8% of the total population and males are 66.1% of the total population.

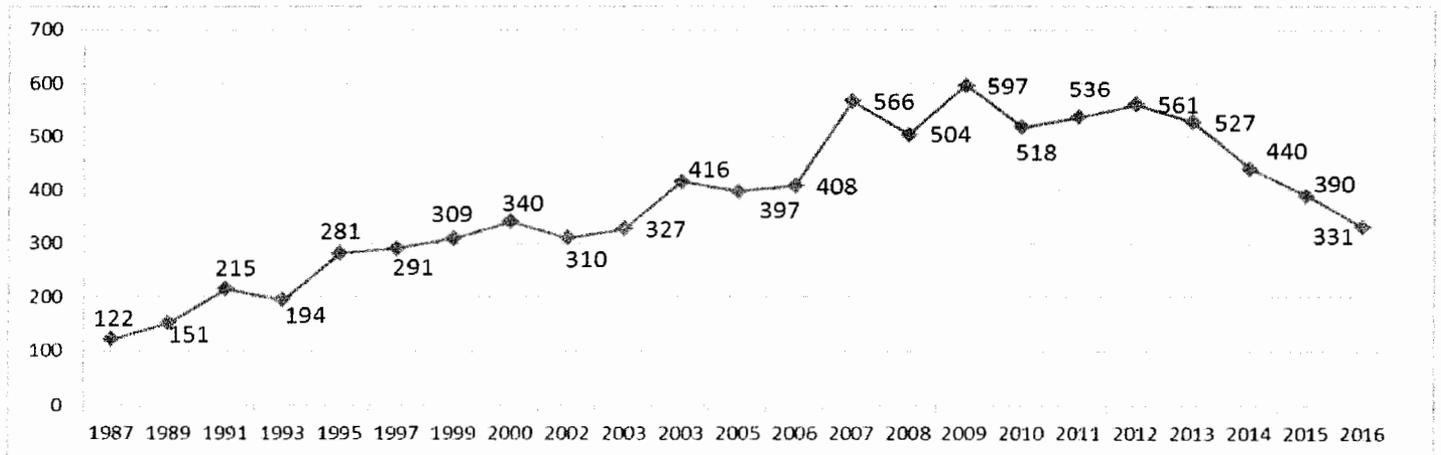
Children under the age of 18 are 14.2% of the total population.

Youth homelessness as defined those in shelters ages 18-24 are 7.25% of the total population.

The 331 total does not include the possible homeless individuals incarcerated.

The largest decrease in subpopulation data from last year was for children age 18-24 (41.2%) and children under age 18 (46.6%).

Point-In-Time Counts from 1987-2015



Point-In-Time Count in 2016 decreased by 15.2 %
 (331 compared to 390 in 2015, 440 in 2014 and 527 in 2013)

2016 PIT and VI-SPDAT Completed Surveys

<u>SURVEYS RECEIVED</u>			
<u>PIT Surveys</u>		<u>VI-SPDAT Surveys</u>	
Family Promise	4	Rescue Mission Men's Shelter (Veterans)	8
ARCH (Trust)	18	Rescue Mission Respite Care (Non-Veterans)	6
Safe Home Systems (Covington)	2	Street Count (Non-Veterans)	7
Turning Point	4		<u>21</u>
Red Shield Lodge	36		
Rescue Mission Men's Shelter	48		
Rescue Mission Family Shelter	53		
Alleghany County/Covington	0		
Botetourt County	0		
Craig County	0		
	<u>165</u>		

Key Findings for the PIT Survey (Non-Veteran)

- **Survey respondents** 145 (adults 18 and over) completed the survey.
- **Age:** the ages ranged from 20-70 with a median age of 48.
- **Gender** responses (N=143) of those who completed the survey: 77 men (53.8%) and 66 women (46.1%).
- **Race:** 58.6% (85) of those surveyed identified themselves as White/Caucasian and 34.5% (50) identified themselves as Black/African American.
- **Where:** 68.3% of respondents were living in the Blue Ridge Continuum of Care catchment area when they became homeless.
- **Education:** 76.5% (111) report having a high school/GED education or more.
- **Food Stamps:** 41.4 % (60) report receiving food stamps.
- **Working:** 51.7% (75) respondents were actively looking for work.
- **Working:** 27.6% (40) report to work on the books, while 3.4% (5) report to work off the books.
- **Why:** 29% (42) of respondents indicated unemployment as the primary reason for being homeless.
- **Mental Health:** 43.4% (63) of individuals report to have previously received mental health services in the past.
- **Treatment for Alcohol:** 20.7% (30) report to have been treated for alcohol problems at some point.
- **Treatment for Drug Dependency:** 22.1% (32) of respondents report to have received treatment for drug dependency previously.
- The top 5 challenges faced by individuals (non-veterans) without homes include:
 - Affordable housing
 - Cannot find work
 - Medical problems
 - Dental problems and past incarcerations
 - Divorce

2016 Point-In-Time Shelter Survey

Results for Non-Veterans

General Demographic Statistics

Gender	Response Count	Response Percent
Male	77	53.5%
Female	66	45.8%
Transgender	0	0.0%
Decline to state	1	0.7%
Other	0	0.0%
Answered question	144	
Skipped question	1	

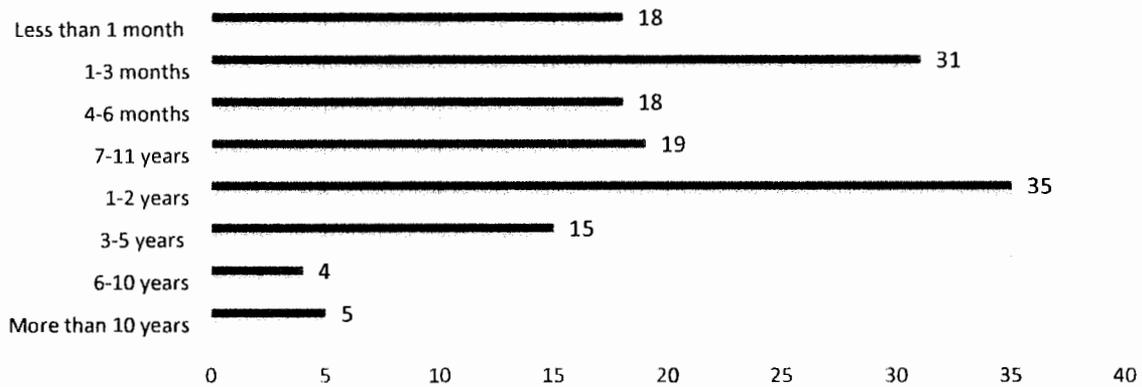
The survey response rate was 51.06 % (ages 18 and over, 284).

The total population is a ratio of 66/33% for males and females respectively, compared to the sample population ratio of 53/45% for males and females. If survey data (sample) for veterans and non-veterans were combined the gender ratio would be 58.9% for males and 41.1% for females.

What racial/ethnic group do you identify with the most (choose only one)?	Response Count	Response Percent
White/Caucasian	89	61.4%
Black/African American	50	34.5%
Asian	0	0.0%
American Indian/Alaskan Native	0	0.0%
Native Hawaiian/Other Pacific Islander	0	0.0%
American Indian/Alaska Native & White	1	0.7%
Asian & White	0	0.0%
Non-Hispanic/Non-Latino	0	0.0%
Hispanic/Latino	0	0.0%
Mixed Race	1	0.7%
Declined to State	2	1.4%
Other	3	4.2%
Answered question	145	
Skipped questions	0	

The most common race reported was White/Caucasian 61.4%, followed by Black/African American 34.5%. The 3 "Other" responses stated other.

How long has it been since you last had a place to live?



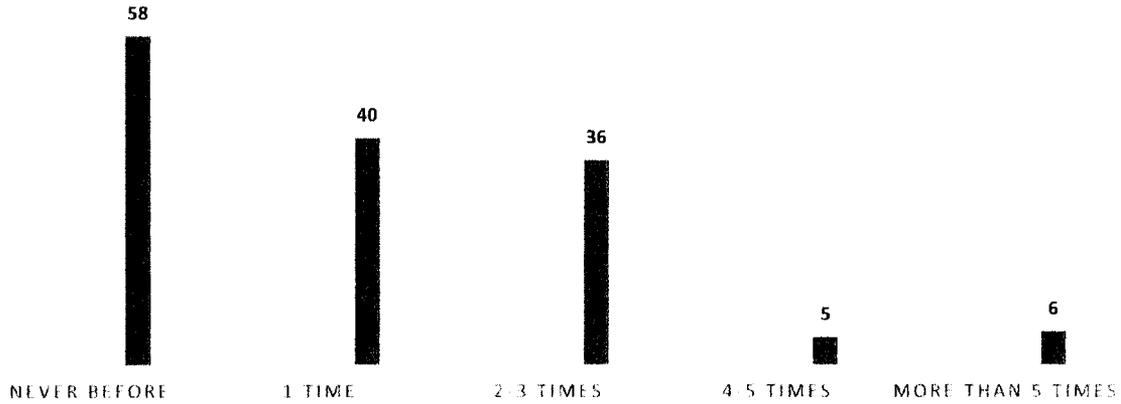
The category 1-2 years is the most reported length of time homeless in 2016 followed closely with 1-3 months.

What is the primary reason you are currently homeless?	Response Count	Response Percent
Unemployed	42	29.0%
Evicted from home, unrelated to payment	16	11.0%
Victim of domestic violence	11	7.6%
Mental Health	4	2.8%
Substance abuse	9	6.2%
Fire or other disaster	1	0.7%
Family problems	23	15.9%
Bad Credit	5	3.4%
Criminal history	5	3.4%
Lack of Affordable Housing	9	6.2%
Discharge from an institution	4	2.8%
Other	16	11.0%
Answered question	145	
Skipped question	0	

“Unemployed” ranks number 1 as the primary reason for homelessness since 2012.

*16 respondents who indicated “Other” specified as: medical issues (6), financial issues (3), property loss (1), spousal issues (4), inhabitable housing conditions (2), moved (3), court ordered (1), and roommate/landlord disagreement (2).

HOW MANY TIMES HAVE YOU BEEN HOMELESS PRIOR TO YOUR CURRENT SITUATION?



In 2016, “Never Before” was the most common response among those surveyed.

Where were you residing when you became homeless?	Response Count	Response Percent
Salem	77	53.1%
Roanoke County/Vinton	5	3.4%
Botetourt County	13	9.0%
Alleghany County	3	2.1%
Other	3	2.1%
Answered question	44	30.3%
Skipped question	145	
	0	

65.5% of those without homes were in the Roanoke area when they became homeless. This statistic has grown each year since 2013.

*Of those who came to Roanoke from other places, 34 were from other jurisdictions in Virginia, 15 came from other states, and 1 came from another country.

Out of the CoC Jurisdiction		Totals	Out of the State of VA		Totals	Out of the Country	
1	Danville	1	1	D.C.	2	Bosnia	1
2	Bedford	3	2	Florida	2		
3	Bristol, VA	1	3	Michigan	1		
4	Charlottesville, VA	1	4	Montana	1		
5	Christiansburg	2	5	North Carolina	3		
6	Critz, VA	1	6	New Jersey	1		
7	Fairfax	2	7	Ohio	1		
8	Giles	1	8	Oklahoma	1		
9	Goud, VA	1	9	Spartanbug, SC	1		
10	Henrico City	1	10	West VA.	2		
11	Lynchburg	3					
12	Martinsville, VA	1					
13	New Kent County	1					
14	Prince Edwards County	1					
15	Radford	2					
16	Ridgeway	1					
17	Rockbridge Co.	1					
18	Rocky Mount	3					
19	Ruckersville, VA	1					
20	Shawsville	1					
21	Virginia Beach	2					
22	Winchester	1					
23	Wytheville	2					

*Table includes 6 veterans who came to Roanoke after becoming homeless.

If you became homeless somewhere other than Roanoke why did you come to Roanoke? (Choose one main reason)	Response Count	Response Percent
Not applicable	76	59.8%
Find a job	6	4.7%
Friends/family are here	9	7.1%
Domestic Violence program	0	0.0%
To obtain healthcare	3	2.4%
Ran out of money	0	0.0%
Personal reasons	6	4.7%
Probation/Parole Officer	3	2.4%
Veterans Administration	0	0.0%
Substance Abuse Program	0	0.0%
Shelter Only	15	11.8%
Referred (told to) by	2	1.6%
Other, please specify	7	5.5%
Answered question	127	
Skipped question	18	

*Those coming to Roanoke after becoming homeless indicated that the main reasons were Shelter Only and Friends/Family are here. 2016 is the first year that "Other" is not a main reason indicated. Of those 7 who indicated other, the responses were was hitchhiking (1), knew the area (1), to change life around (1), shelter and employment (1), incarceration (1), and never been before (1).

Where did you sleep last night?	Response Count	Response Percent
Emergency Shelter	124	85.5%
Transitional Shelter	8	5.5%
Psychiatric facility	0	0.0%
Hospital (non-psychiatric)	1	0.7%
Jail, prison, or juvenile justice	0	0.0%
Rented housing unit	1	0.7%
Owned housing unit	0	0.0%
Staying with family	3	2.1%
Hotel or motel (no voucher)	0	0.0%
Foster care home	0	0.0%
Domestic Violence Shelter	3	2.1%
Permanent Supportive Housing (Shelter Plus Care, etc)	0	0.0%
Substance Abuse treatment center or detox	0	0.0%
Place not meant for human habitation (outdoors, under bridge, vehicle, etc)	1	0.7%
Other living arrangement, specify	3	2.1%
Answered question	144	
Skipped question	1	

*Other responses included friends (1), staying with girlfriend (1), and church (1).

Have you been denied at a local shelter in the past 12 months because it was full?	Response Count	Response Percent
Yes	8	5.5%
No	137	94.5%
Answered question	145	
Skipped question	0	

The number of people denied shelter due to capacity is 5.5% in 2016.

How many children under the age of 18 do you have with you?	Response Count	Response Percent
0 children	121	84.0%
1 Child	10	6.9%
2 Children	7	4.9%
3 Children	2	1.4%
4 Children	2	1.4%
5+ Children	2	1.4%
Answered question	144	
Skipped question	1	

Most of the people in shelter are adults without children 84.0%.
 42 school age children are attending school; 11 school age children are not attending school.

How do you handle child care?	Response Count	Response Percent
Not applicable	122	84.7%
I do not need child care	1	0.7%
Friends/family	5	3.5%
I take care of my children myself	11	7.6%
Child care center	2	1.4%
Other (please specify)	3	2.1%
Answered question	144	
Skipped question	1	

*Other responses include private babysitter (1), YMCA (1), and Foster care (1).

What is the highest level of education that you completed?	Response Count	Response Percent
K-8	4	2.8%
Some High School	30	20.7%
High School Graduate	37	25.5%
GED	21	14.5%
Some College	37	25.5%
College Graduate	15	10.3%
Post Graduate	1	0.7%
Declined to state	0	0.0%
Answered question	145	
Skipped question	0	

76.5% or 111 respondents report to have a high school/GED education or more.

Are you actively looking for work?	Response Count	Response Percent
Not applicable	20	13.8%
Yes	75	51.7%
No	50	34.5%
Answered question	145	
Skipped question	0	

In 2016, 51.7% of individuals (75) are actively looking for work. Although 50 people reported they are not looking for work, the chart below has 45 people that are currently working.

What financial resources do you have?	Response Count	Response Percent
Work, on the books	40	27.6%
Work, off the books	5	3.4%
Drug Trade	0	0.0%
Sex Trade	0	0.0%
Social Security Supplemental Income (SSI)	17	11.7%
Social Security Disability Income (SSDI)	13	9.0%
Pension/Retirement	0	0.0%
Veterans Administration	0	0.0%
Public Assistance	7	4.8%
Food Stamps	60	41.4%
Recycling	1	0.7%
Panhandling	2	1.4%
No Income	42	29.0%
Other (specify)	11	7.6%
Answered question	145	
Skipped question	0	

41.4% report food stamps as a source of income. 29% report not having an income. 27.6% report working on the books as a source of income.

*Other responses include: Parents send money (1), Odd jobs (1), TANF (2), Child support (3), Trade skill (1), Working on getting disability (1), and left answer blank (2).

How do you mainly get around? (Check all that apply)	Response Count	Response Percent
Licensed Motorized Vehicle	18	12.4%
Valley Metro Bus	74	51.0%
Walk	95	65.5%
Scooter/Bicycle	5	3.4%
Ride with friends/family	26	17.9%
Other (specify)	8	5.5%
Answered question	145	

Walk 65.5% and Valley Metro Bus 51.0% are by far the most common methods of transportation.

*Other responses include: Cole (1), Trolley (1), Roanoke Resource (1), Caseworker (1), Rescue Mission (2), and Wheelchair (1).

If you get sick, where do you go for medical treatment?	Response Count	Response Percent
Emergency Room	64	44.8%
Urgent Care	11	7.6%
Rescue Mission Healthcare Center	35	24.1%
New Horizons	5	3.4%
Private Doctor	18	12.5%
VA Medical Center	0	0.1%
Health Department	0	0.0%
Bradley Free Clinic	8	5.5%
Other (specify)	15	10.3%
Answered question	145	
Skipped question	0	

The emergency room is the most common response for where individuals completing the survey seek medical attention.

*Other responses include: Doesn't go (9), Roanoke Memorial (2), Lewis Gale (1), Family physician (1) and left blank (2).

Do you take medications?	Response Count	Response Percent
Yes	90	62.1%
No	55	37.9%
Answered question	145	
Skipped question	0	

62.1% of respondent indicate that they take medication.

If yes, how do you obtain your medications? (Circle primary source)	Response Count	Response Percent
I purchase them from a drug store	39	37.9%
I get them from a service provider	36	35.0%
I cannot afford my medications	3	2.9%
Other	25	24.3%
Answered question	103	
Skipped question	42	

Of those taking medications most obtain them through purchasing at a drug store.

*Other responses include: Blue Ridge Behavioral Healthcare (9), Bradley Free Clinic (3), GAP insurance (3), Carillion (1), New Horizons (1), Roanoke Memorial (1), Mission Clinic (1), Doctor (1) and (5) either put N/A or no meds.

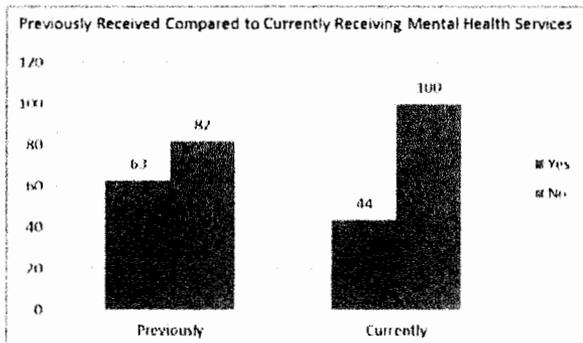
How do you pay for medical care?	Response Count	Response Percent
Medicaid	33	23.9%
Medicare	11	7.9%
Private Insurance	10	7.2%
Out of Pocket	33	23.7%
Other	53	38.1%
Answered question	145	
Skipped question	0	

“Other” is the highest category in relation to payment for medical care. The 2016 survey did not include a line to specify what these responses would be.

Are you CURRENTLY receiving mental health services?	Response Count	Response Percent	Have you PREVIOUSLY received mental health services?	Response Count	Response Percent
Yes	44	30.6%	Yes	63	21.0%
No	100	69.4%	No	82	79.0%
Answered question	144		Answered question	145	
Skipped question	1		Skipped question	0	

Have you previously received mental health services? * Are you currently receiving mental health services?

Crosstabulation



Count

		Are you currently receiving mental health services?		Total
		Yes	No	
Have you previously received mental health services?	Yes	37	26	63
	No	7	74	81
Total		44	100	144

Have you ever received treatment for problems related to alcohol?	Response Count	Response Rate
Yes	30	21.0%
No	113	79.0%
Answered question	143	
Skipped question	2	

21% of individuals report to have received treatment for problems related to alcohol.

Have you ever been treated for drug dependency?	Response Count	Response Percent
Yes	32	22.1%
No	113	77.9%
Answered question	145	
Skipped question	0	

22.1% report to have been treated for drug dependency.

Common Characteristics & Challenges

I will read a list of common characteristics and challenges experienced by those without homes. Please indicate which ones affect you. (Circle all that apply)	Response Count	Response Percent
Cannot find work	64	44.1%
Cannot find affordable housing	104	71.7%
Victim of Domestic Violence	28	19.4%
Dental Problems	52	35.9%
Legal Problems/Problems with police	26	17.9%
Challenges with Substance Abuse	27	18.6%
I cannot afford my medications	36	24.8%
Previous Foster Care	9	6.2%
Divorce	40	27.6%
Physical Disability	44	30.3%
Medical Problems	60	41.4%
Past Incarceration	52	35.9%
Child custody disputes	11	7.6%
Other	10	6.9%
Answered question	145	
Skipped question	0	

Affordable housing, Cannot find work, and Medical Problems are the top 3 challenges faced by those without homes.

*Other responses include: Cannot afford childcare (3), Does not know how to use internet to apply for jobs (1), Lack of mental health support (2), Transportation (1), Debt management due to domestic violence (1), Qualifying for housing (1) and left blank (1).

- Would like to see more help with housing and job services.
- Feels lost, job discrimination because of homelessness. Just wants a job.
- Just appreciate all the help there is. Didn't know about this for years.
- I try hard not to be homeless because I see people sleeping on the streets and I don't want to see my future like that.
- Applications for work are getting harder to get in.
- It's feeding my depression.
- Need dental care.
- It is giving me a sense of peace and gratefulness, appreciate the help and education of organizations such as HAT and Salvation Army.
- Very depressed-feel like I'm being looked down on and being judged.
- Most of us are the same. A lot have drug problems. We trade off by helping each other.
- Grateful for the Red Shield Lodge and deserve all the support they can get. Haven't seen anything like it, safe and secure.
- The program Mike set up saved my life.
- It sucks. Good place.
- I find that trying to obtain housing if you are homeless and have a criminal background they hold it against you. It shouldn't count at the age of 70.
- It sucks.
- Wish we had more shelters like this.
- Some people don't give you a chance if you have a criminal record.
- It's not fun.
- It sucks. I want to be able to get housing. I could care less if it's a one bedroom. I'll let her [daughter] sleep in the room and I'll sleep in the living room. I just want somewhere to raise her.
- I feel like people need to be more patient with us, because it's not like we chose to be homeless. It's just the hand I've been dealt, and I'm doing the best I can with what I have.
- Nice there was somewhere to go in the cold. If there were more jobs and stuff there would be less homeless.
- Stressful and depressing.
- It's hard to be able to do the things necessary to do things that you need to do. You have to be patient.
- It's hard. It's stressful.
- It's hard not having a place and not having my kids with me.
- Thankful there are places like the Mission available when you don't have somewhere. There are adjustments (psychological/emotional) to be made in homeless situation. Thankful to God.
- Depressed because can't find housing. Want to find a job.
- It's hard to be here when my family each have a spare room in their house, and they're nice and warm and I'm freezing cold, waiting for food, going to bed with a growling stomach.
- It's the most difficult thing I've ever had to do in my life. It's physically challenging because of my limits, its emotionally challenging and it's incredibly difficult to live in a community setting.
- I've never experienced this before, so I don't really know how to take it.
- It's hard. This place just doesn't feel like home. I feel like I'm in prison or something. I'd like to get my own place for my kids so they can be happy and we don't have to live like this. Hopefully we don't ever have to come back.

- Stinks having to walk anywhere.
- In this area it's hard to find rental properties and due to some bad decisions as a younger adult my credit is bad so it's even harder. I am doing my best to find a place of my own.
- Being homeless for so long without work is something that has touched me. This time it's difficult to be in this situation. The shelters are excellent but sometimes longer. Wanted to leave this place for give another way to life but this situation has made it hard. (translated from Spanish to English).
- Dealing with others-like the shelter is dictating life, frustrated and stuck unable to move forward.
- Homelessness came as a shock to him. Recently released from prison, kicked out of home due to issues with stepmom. Rescue mission service is fantastic. TAP, RAM, programs are very helpful. He receives everything he needs and has gotten all the help he needs.
- Wants to do something to change circumstances.
- It is stressful to be without a home.
- It is a personal thing. Has been in 3 different DV shelters that were run very strictly and could get more support from other moms. Here there is more drama and it is hard for me and my daughter to feel comfortable here. I'm here so that my daughter won't go into foster care. Guidelines not enforced. It's not fair for some women to do more work and others don't contribute. Doesn't feel that complaints are heard by staff. Was told to leave if I don't like it here. There is no safe after school child care available. This hinders my ability to do what I need to do so I can get out quicker. It all slowed me down mentally and emotionally. I did not get what I needed here in terms of support.
- Grateful that Turning Point is here, was able to leave negative situation, have never had to spend a day/night on the street. Thankful for the help with trying to get her life on track quickly-able to get support to help with her family.
- Would like more programs to help people overcome obstacles to getting housing.
- I hope to get housing.
- Current shelter was available before I had to be totally homeless. Was able to get housing before ending up on the street.
- Lucky to be at Mission/Roanoke. There are a lot of programs to help me I didn't know. Learned how to ride the bus. It hurts my pride. Trying to save up to get the right housing and not rush things.
- I'm grateful for the Mission.
- I don't like it.
- Can't find any housing.
- It's hard to live with other people, sometimes I like.
- Stressful.
- It's difficult, it's a challenge, feel safer here than the apartment complex that I was in. I have more worth as a person.
- The community always judges us because we are homeless. It has been very difficult for me to get my disability, I guess because they think that since I've got a roof over my head they can take longer with it.
- Hopeless, sometimes. Scared. Lonely, I turn to God a lot.
- I just wish I had housing. It would be a lot quieter and peaceful.
- It's very hard. Humbling experience, leaning on others for things I need.

- I feel lost at times and I also feel that I cannot live comfortably at the place I am in. I wish I could have something of my own. I feel like I don't have any privacy or security that I would have in my own home. I feel like I would be better off if I had my own place. There are so many stressful things that go along with not having a place to come home to.
- Miss the security and independence of having housing. Miss the ability to go where I need to when I need to. Misses seeing her children and fixing my own food.
- I'm glad to be safe and warm, and not hungry.
- Definitely can be a long term chronic problem. Sometimes there is a disconnect between services i.e. housing and medical care. Housing vs. employment opportunity. Here in the Valley transportation is an issue with working weekends/nights. Once you become homeless it can be a reoccurring problem. It's difficult pulling out of the hole you fell into. I'm not sure your life is ever quite the same.
- I get really depressed, sad, feeling not loved. I wish I had family here that could take care of me, but I don't have family here. I don't have anyone who can help me. I'm very thankful for the Rescue Mission and all the resources I do have access to.

Veterans – Subpopulation Data Analysis

A total of 20 PIT surveys and 8 VISPDAT surveys were completed by veterans on the night of January 28th. The PIT surveys were completed at TRUST House and Red Shield Lodge and the VISPDATS were completed at the Rescue Mission Men’s Shelter.

Key Findings for the PIT Survey for Veterans

- **Survey respondents** : 20 (adults 18 and over) completed the survey
- **Age**: The ages ranged from 49-64 with a median age of 58.
- **Gender** : 17 men (85.5%) and 1 woman (5%) completed the survey, 2 no response.
- **Race**: 65% (13) of those surveyed identified themselves as White/Caucasian and 35% (7) identified themselves as Black/African American.
- **Where**: 65% of respondents were living in the Blue Ridge Continuum of Care catchment area when they became homeless.
- **Education**: 85% (17) report having a high school/GED education or more.
- **Food Stamps**: 45% (9) report receiving food stamps.
- **Work**: 35% (7) were actively looking for work.
- **Work**: 25% (5) report to work on the books, while 10% (2) report to work off the books.
- **Why**: 30% (6) of respondents indicated unemployment as the primary reason for being homeless.
- **Mental Health**: 70% (14) of respondents report that they have previously received mental health services.
- **Alcohol Treatment**: 65% (13) have received treatment for alcohol problems.
- **Drug Dependency**: 55% (11) have received treatment for drug dependency.
- **The top 5 challenges** reported by veterans without homes include:
 - Affordable housing
 - Medical problems
 - Divorce and past incarcerations
 - Physical disability

Veteran Comments



"Other" Comments on Surveys:

Primary reason you are currently homeless:

"Other" answers include: Injury (2) and Psychiatric Care (1).

Where did you become homeless:

6 listed other localities in Virginia, while 2 were from out of state.

How do you obtain your medication:

18 answered other and indicated that they received medication from the Veteran's Administration.

Common characteristics: "Other" answered include:

homelessness (1), Emotional (1), and childhood sexual trauma (1).

General comments from those without homes:

- It sucks.
- It has been good. I have no complaints.
- Should think about bringing back the program that helps pay.
- Grateful for the help I get trying to get a place.
- Don't know where I would be without the Trust House and the VA.
- I think the City of Roanoke needs more funding for the homeless and more day shelters, somewhere safe and decent. The food banks are awesome.
- Available shelter at Trust House helped VA helpful in providing resources including housing.
- Biggest challenge I have is keeping my spirits up. There are lots of resources out there but it is overwhelming to navigate them all.

VI-SPDAT Survey Results

Vulnerability Index for Service Prioritization Decision Assistance Tool

	Street Count	Rescue Mission- Respite Care	Rescue Mission- Men's Shelter
Total Counts	7	8	6
Gender	6 Males, 1 Female	7 Males, 1 Female	5 Males, 1 Female
Scores	6, 8, 11	1, 2, 5, 5, 6, 6, 8	5, 6, 10, 11, 11, 12
Veteran Status	4 Nonveterans, 3 unknown	All 8 are Veterans	0 Veterans

Medical Vulnerability

Heart conditions	3
COPD	1
Heat stroke/exhaustion	5
Reported mental health treatment	8
Mental health hospitalization	8
Reported drug/alcohol use/treatment	8
Brain injury/head trauma	10

Social Vulnerability

Threatened to or tried to harm yourself/others	3
Legal stuff that may result in being locked up/fines	4

Length of time homeless

Less than 1 year	8
1-2 years	4
3-5 years	4
6+ years	3

Demographic Information

Male	18
Female	3
Age- Street	19 to 51 years [Average 36 years]
Age- Respite	45 to 66 years [Average 55 years]
Age- Men's Shelter	46 to 62 years [Average 55 years]

Conclusion

The collective impact approach and housing first model utilized by the BRCoC continues to have positive outcomes in serving those homeless and reducing the number of homeless each year. The number of people experiencing homelessness hasn't been this low since 2003.

Focused populations with target goals is a strategy that enables the CoC's to provide additional efforts in identifying people, providing services, moving them to permanent housing and reducing the likelihood of recidivism. As evidenced by the data in this report, the services being provided are having a positive impact on the clients served.

The focus on veterans with the Veteran's Initiative has been successful in many ways. The data in this report show that Veterans are homeless for a shorter period of time when compared to the non-veteran respondents. Most veterans are receiving medical care from the VA, taking their medications, and receiving needed mental health services.

As we continue this year to focus on chronic homelessness, the 2016 PIT data provides details about how long someone has been homeless and how many times prior they have been homeless. While the majority of non-veterans have never been homeless before; they have been homeless for longer periods of time. The longer someone is homeless the more services and support they may need to regain housing permanency.

Families and youth will be the focus population in latter 2016 and in 2017. The number of families identified by the survey may not be a high percent; however, providing a family with comprehensive services that reduces the likelihood of recidivism, is more challenging.

While we do know the youth counts in our shelters between the ages of 18-24, additional data collection methods need to be developed and implemented to distribute surveys and gather details regarding youth counts, needs and services. There are youth count tools and tips for collecting data specifically for the youth population that may assist with serving this population.

As HUD continues to develop target subpopulations with specified goals, the need for the Blue Ridge Continuum of Care to have data specific to these identified subpopulations is a necessity. Specific data about target subpopulations will provide a better understanding of the population and services needed.

Appendices

Volunteers Conducting the Shelter PIT Survey

Lara	Thompson	United Way of Roanoke Valley
Paul	Powell	Homeless Assistance Team
Nancy	Short	Salem VAMC
Tina	Booth	Salem VAMC
Alan	Woodrow	Salem VAMC
Katie	Poulos	Salem VAMC
Matt	Crookshank	Council of Community Services
Laura	Punzell	Homeless Assistance Team
Heather	Brush	Community Housing Resource Center
Kendall	Cloeter	Renovation Alliance
Eric	Wise	Renovation Alliance
Tammy	Schoonmaker	NOSC ROANOKE, US NAVY
Damen	Johnson	NOSC ROANOKE, US NAVY
Stephanie	Aguilar	NOSC ROANOKE/USNAVY
Michael	Patterson	Homeless assistance team
Michelle	Camardi	Council of Community Services
Raymond	Smith	Council of Community Services
Sabrina	Hicklin	Council of Community Services
Susan	Trout	Central Intake
Lis	Chacon	Council of Community Services

Shelter staff at Rescue Mission, Family Promise, Trust, Salvation Army and Safehome Systems.

Volunteers Conducting the Street Count and Vulnerability Index Survey (VI-SPDAT)

Judy	Cusumano	JCHS - PA Program
Kelsey	Griffitts	JCHS - PA Program
Andrea	Hawkins	JCHS - PA Program
Lauren	Hummel	JCHS - PA Program
Tyler	Kemp	JCHS - PA Program
Courtney	Amburgey	JCHS - PA Program
Jennifer	Brandon	JCHS - PA Program
Sara	Park	JCHS - PA Program
Mia	McDonald	JCHS - PA Program
Jonas	Slackman	JCHS - PA Program
Savannah	Wills	JCHS - PA Program
Jordan	Russo	JCHS - PA Program
Gloria	Wu	JCHS - PA Program
Jenelle	Sills	JCHS - PA Program
Mikayla	Sroda	JCHS - PA Program
Chelsea	Greenspan	JCHS - PA Program
Jeevan	Paul	JCHS - PA Program
Jessica	Scudder	JCHS - PA Program
Erika	Euker	JCHS - PA Program
Fay	Crawshaw	JCHS - PA Program
Annie	Poetker	JCHS - PA Program
Elizabeth	Wingfield	JCHS - PA Program
Kaitlin	Roehl	JCHS - PA Program
Chadwick	Kanney	JCHS - PA Program
Mina	Fawze	JCHS - PA Program
Tiffany	Dietz	JCHS - PA Program
Margaret	Li	JCHS - PA Program
Ariana	Jones	JCHS - PA Program
Emi	Rubin	JCHS - PA Program
Lauren Chereen	Eskander	JCHS - PA Program

Officers C. B. Tinsley, A. Martin, J. Johnson, K. Johnson and G. Z. Green

Homeless Assistance Street Outreach Team Staff

Rural Highlands Volunteers: Lance Carson, Kenny Lane, and Reverend Roger Bush

2016 Point-In-Time Survey Tool

2016 Homeless Survey Guide Point in Time Count

<input type="checkbox"/>	Male	<input type="checkbox"/>	Female
<input type="checkbox"/>	Transgender	<input type="checkbox"/>	Other
<input type="checkbox"/> Declined to State			
DOB:	Month	Year	
Agency			
Survey Number			

1. **How long has it been since you last had a place to live?**
 1. Less than 1 month
 2. 1-3 months
 3. 4-6 months
 4. 7-11 months
 5. 1-2 years
 6. 3-5 years
 7. 6-10 years
 8. More than 10 years

2. **Please tell us the primary reason you are currently homeless?**
 1. Unemployed
 2. Evicted from home, unrelated to payment
 3. Victim of Domestic Violence
 4. Mental Health
 5. Substance Abuse
 6. Fire other disaster
 7. Family problems
 8. Bad Credit
 9. Criminal History
 10. Lack of Affordable Housing
 11. Discharged from an institution, please explain: _____
 12. Other, please explain: _____

3. **How many times have you been homeless prior to your current situation?**
 1. Never before
 2. 1 time
 3. 2-3 times
 4. 4-5 times
 5. More than 5 times

4. **What racial/ethnic group do you identify with the most? (Circle only one)**
 1. White Caucasian
 2. Black African American
 3. Asian
 4. American Indian Alaskan Native
 5. Native Hawaiian Other Pacific Islander
 6. American Indian Alaska Native & White
 7. Asian & White
 8. Non-Hispanic Non-Latino
 9. Hispanic Latino
 10. Mixed Race
 11. Decline to State
 12. Other

2016 Homeless Survey Guide

Point in Time Count

5. What year were you born?
6. Where were you residing when you became homeless?
 1. Roanoke City
 2. Salem
 3. Roanoke County/Vinton
 4. Botetourt County
 5. Clifton Forge
 6. Alleghany County
 7. Other
7. If you became homeless somewhere other than Roanoke, why did you come to Roanoke?
(Circle one main reason)
 1. Not applicable
 2. Find a job
 3. Friends/family are here
 4. Domestic Violence Program
 5. To obtain healthcare
 6. Ran out of money
 7. Personal reasons
 8. Probation/Parole Officer
 9. Veterans Administration
 10. Substance Abuse Program
 11. Shelter Only
 12. Referred (told to) by
 13. Other, please specify
8. Where did you sleep last night?
 1. Emergency Shelter
 2. Transitional Shelter
 3. Psychiatric facility
 4. Hospital (non-psychiatric)
 5. Jail, prison, or juvenile detention
 6. Rented housing unit
 7. Owned housing unit
 8. Staying with family
 9. Hotel or motel (no voucher)
 10. Foster care home
 11. Domestic Violence Shelter
 12. Permanent Supportive Housing (Shelter Plus Care, etc)
 13. Substance abuse treatment center or detox
 14. Place not meant for human habitation (outdoors, abandoned building, under bridge, or vehicle)
 15. Other living arrangement, specify

2016 Homeless Survey Guide

Point in Time Count

9. **Have you been denied a bed at a local shelter in the past 12 months because it was full?**
1. Yes
 2. No
10. **How many children under the age of 18 do you have with you? (Any child who is physically under the respondent's care at this point in time should be included.)**
1. 0 children
 2. 1 child
 3. 2 children
 4. 3 children
 5. 4 children
 6. 5 or more children
11. **How many school age children (5-18 yrs) with you are attending school?**
1. Not applicable
 2. # attending
 3. # not attending
12. **How do you handle child care?**
1. Not applicable
 2. I do not need child care
 3. Friends family
 4. I take care of my children myself
 5. Child care center
 6. Other, please specify
13. **Have you served in the U.S. Military?**
1. Yes
 - a. Were you in combat? Yes or No
 - b. What was your discharge status?
..... Honorable General Other Than Dishonorable
 2. No
14. **What is the highest level of education that you completed?**
1. K-8
 2. Some High School
 3. High School Graduate
 4. GED
 5. Some College
 6. College Graduate
 7. Post Graduate
 8. Declined to state

2016 Homeless Survey Guide

Point in Time Count

15. What financial resources do you have? (Circle all that apply)

1. Work, on the books
2. Work, off-the-books
3. Drug Trade
4. Sex Trade
5. Social Security Supplemental Income (SSI)
6. Social Security Disability Income (SSDI)
7. Pension/Retirement
8. Veterans Administration
9. Public Assistance
10. Food Stamps
11. Recycling
12. Panhandling
13. No Income
14. Other (specify)

16. Are you actively looking for work?

1. Not applicable
2. Yes
3. No

17. How do you mainly get around? (Check all that apply.)

1. Licensed Motorized Vehicle
2. Valley Metro Bus
3. Walk
4. Scooter/Bicycle
5. Ride with friends/family
6. Other (specify)

18. If you get sick, where do you go for medical treatment?

1. Emergency Room
2. Urgent Care
3. Rescue Mission Healthcare Center
4. New Horizons
5. Private Doctor
6. VA Medical Center
7. Health Department
8. Bradley Free Clinic
9. Other (specify)

19. Do you take medications?

1. Yes
2. No

2016 Homeless Survey Guide

Point in Time Count

If yes, how do you obtain your medications? (Circle primary source)

1. I purchase them from a drug store
2. I get them from a service provider (RAM, Rescue Mission, HAT)
3. I cannot afford my medications
4. Other

20. How do you pay for medical care?

1. Medicaid
2. Medicare
3. Private Insurance
4. Out of Pocket
5. Other

21. Are you currently receiving mental health services?

1. Yes
2. No

22. Have you previously received mental health services?

1. Yes
2. No

23. Have you ever received treatment for problems related to alcohol?

1. Yes
2. No

24. Have you ever been treated for drug dependency?

1. Yes
2. No

25. I will read a list of common characteristics and challenges experienced by those without a home.

Please indicate which ones affect you: (Circle all that apply).

1. Cannot find work
2. Cannot find affordable housing
3. Victim of Domestic Violence
4. Dental Problems
5. Legal Problems Problems with police
6. Challenges with Substance Abuse
7. I cannot afford my medications
8. Previous Foster Care
9. Divorce
10. Physical Disability
11. Medical Problems
12. Past Incarceration
13. Child custody disputes
14. Other

Vulnerability Index for Service Prioritization Decision Assistance Tool (VI-SPDAT)

Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT) Pre-screen for Single Adults

GENERAL INFORMATION/CONSENT

Interviewer's Name		Agency <input type="checkbox"/> TEAM <input type="checkbox"/> STAFF <input type="checkbox"/> VOLUNTEER	
Date	Time	Location	
In what language do you feel best able to express yourself?			
First Name		Last Name	
Nickname		Social Security Number	
How old are you?	What's your date of birth?	Has Consented to Participate <input type="checkbox"/> YES <input type="checkbox"/> NO	
If 60 years of older, then score 1			Pre-screen Score
PRE-SCREEN GENERAL INFORMATION SUBTOTAL			

A. HISTORY OF HOUSING & HOMELESSNESS

QUESTIONS			
	RESPONSE	REFUSED	Pre-screen Score
If the person has experienced two or more cumulative years of homelessness, and/or 4+ episodes of homelessness, then score 1.			
1. What is the total length of time you have lived on the streets or in shelters?		<input type="checkbox"/>	
2. In the past three years, how many times have you been housed and then homeless again?		<input type="checkbox"/>	
PRE-SCREEN HOUSING AND HOMELESSNESS SUBTOTAL			

100,000 HOMES

For 100,000 homeless individuals and families

POWERED BY COMMUNITY SOLUTIONS

Page 1



Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT)

Form 1001 - For Single Adults

B. RISKS

SCRIPT: I am going to ask you some questions about your interactions with health and emergency services. If you need any help figuring out when six months ago was, just let me know.

QUESTIONS				RESPONSE	REFUSED	Pre-screen Score	
If the total number of interactions across questions 1, 4, 5, 6 and 7 is equal to or greater than 4, then score 1.							
3. In the past six months, how many times have you been to the emergency department/room?					<input type="checkbox"/>		
4. In the past six months, how many times have you had an interaction with the police?					<input type="checkbox"/>		
5. In the past six months, how many times have you been taken to the hospital in an ambulance?					<input type="checkbox"/>		
6. In the past six months, how many times have you used a crisis service, including distress centers or suicide prevention hotlines?					<input type="checkbox"/>		
7. In the past six months, how many times have you been hospitalized as an inpatient including hospitalizations in a mental health hospital?					<input type="checkbox"/>		
If YES to questions 8 or 9, then score 1.				YES	NO	REFUSED	Pre-screen Score
8. Have you been attacked or beaten up since becoming homeless?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Threatened to or tried to harm yourself or anyone else in the last year?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If YES to question 10, then score 1.				YES	NO	REFUSED	Pre-screen Score
10. Do you have any legal stuff going on right now that may result in you being locked up or having to pay fines?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If YES to questions 11 or 12, OR if respondent provides any answer OTHER THAN "Shelter" to question 13, then score 2.				YES	NO	REFUSED	Pre-screen Score
11. Does anybody force or trick you to do things that you do not want to do?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't really know, share a needle, or anything like that?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. I am going to read types of places people sleep. Please tell me what one that you sleep at most often. (Check only one.)				<input type="checkbox"/> Shelter <input type="checkbox"/> Street, Sidewalk or Downway <input type="checkbox"/> Car, Van, or RV <input type="checkbox"/> Bus or Subway <input type="checkbox"/> Beach, RV, or Bed of Park <input type="checkbox"/> Other (Specify)			
PRE-SCREEN RISKS SUBTOTAL							

100,000 HOMES

The national homeless crisis is a state and federal issue.

POWERED BY COMMUNITY SOLUTIONS



Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT)
 Procedure for Single Adults

C. SOCIALIZATION & DAILY FUNCTIONS

QUESTIONS				
if YES to question 14 or NO to questions 15 or 16, score 1	YES	NO	REFUSED	Prescreen Score
14. Is there anybody that thinks you owe them money?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Do you have any money coming in on a regular basis, like a job or government benefit or even working under the table, binning or bottle collecting, sex work, odd jobs, day labor, or anything like that?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Do you have enough money to meet all of your expenses on a monthly basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
if NO to question 17, score 1	YES	NO	REFUSED	Prescreen Score
17. Do you have planned activities each day other than just surviving that bring you happiness and fulfillment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
if YES to questions 18 or 19, score 1	YES	NO	REFUSED	Prescreen Score
18. Do you have any friends, family or other people in your life out of convenience or necessity, but you do not like their company?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19. Do any friends, family or other people in your life ever take your money, borrow cigarettes, use your drugs, drink your alcohol, or get you to do things you really don't want to do?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OBSERVE ONLY. DO NOT ASK! If YES, score 1	YES	NO		Prescreen Score
20. Surveyor, do you detect signs of poor hygiene or daily living skills?	<input type="checkbox"/>	<input type="checkbox"/>		
PRE-SCREEN SOCIALIZATION & DAILY FUNCTIONS SUBTOTAL				

**100,000
HOMES**

For 100,000 homeless
individuals and families

POWERED BY COMMUNITY SOLUTIONS



Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT)
 Protocol for Single Adults

D. WELLNESS

QUESTIONS					
Does Not Go for Care (score 1)	RESPONSE			Prescription Score	
21. Where do you usually go for healthcare or when you're not feeling well?	<input type="checkbox"/> Hospital	<input type="checkbox"/> Clinic	<input type="checkbox"/> VA	<input type="checkbox"/> Other (specify)	
	<input type="checkbox"/> Does not go for care				
For EACH YES response in questions 22 through 23 (Medical Conditions, score 1)					
Do you have now, have you ever had, or has a healthcare provider ever told you that you have any of the following medical conditions:	YES	NO	REFUSED	Medical Conditions	
22. Kidney disease/End Stage Renal Disease or Dialysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
23. History of frostbite, Hypothermia, or Immersion Foot	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
24. Liver disease: Cirrhosis, or End Stage Liver Disease	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
25. HIV+/AIDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
If YES to any of the conditions in questions 26 to 33, then mark "X" in Other Medical Condition column	YES	NO	REFUSED	Other Medical Conditions	
26. History of heat Stroke/Heat Exhaustion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
27. Heart disease, Arrhythmia, or Irregular Heartbeat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
28. Emphysema	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
29. Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
30. Asthma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
31. Cancer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
32. Hepatitis C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
33. Tuberculosis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
OBSERVATION ONLY – DO NOT ASK	<input type="checkbox"/>	<input type="checkbox"/>			
34. Surveyor, do you observe signs or symptoms of a serious health condition?					
If any response is YES in questions 35 through 40, score 2 in the Substance Use column	YES	NO	REFUSED	Substance Use	
35. Have you ever had problematic drug or alcohol use, abused drugs or alcohol, or told you do?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
36. Have you consumed alcohol and/or drugs almost every day or every day for the past month?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
37. Have you ever used injection drugs or shot* in the last six months?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
38. Have you ever been treated for drug or alcohol problems and returned to drinking or using drugs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
39. Have you used non-beverage alcohol like cough syrup, mouthwash, rubbing alcohol, cooking wine, or anything like that in the past six months?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
40. Have you blacked out because of your alcohol or drug use in the past month?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

100,000 HOMES

For you and your family
 individuals and families

POWERED BY COMMUNITY SOLUTIONS



Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT)
Pre-screen for Single Adults

OBSERVATION ONLY – DO NOT ASK: 41. Surveyor, do you observe signs or symptoms of problematic alcohol or drug abuse?	<input type="checkbox"/>	<input type="checkbox"/>		
<i>If any response is YES in questions 42 through 48, score 1 on the Mental Health Category.</i>	YES	NO	REFUSED	Mental Health
42. Ever been taken to a hospital against your will for a mental health reason?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
43. Gone to the emergency room because you weren't feeling 100% well emotionally or because of your nerves?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
44. Spoken with a psychiatrist, psychologist or other mental health professional in the last six months because of your mental health – whether that was voluntary or because someone insisted that you do so?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
45. Had a serious brain injury or head trauma?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
46. Ever been told you have a learning disability or developmental disability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
47. Do you have any problems concentrating and/or remembering things?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
OBSERVATION ONLY – DO NOT ASK: 48. Surveyor, do you detect signs or symptoms of severe, persistent mental illness or severely compromised cognitive functioning?	<input type="checkbox"/>	<input type="checkbox"/>		
<i>If the Substance Use score is 1 AND the Mental Health score is 1 AND the Medical Condition score is at least 1 OR on X, then score 1 additional point for Trisubidity.</i>				In Morbidity
<i>If YES to question 49, score 1</i>	YES	NO	REFUSED	Pre-screen Score
49. Have you had any medicines prescribed to you by a doctor that you do not take self, had stolen, misplaced, or where the prescriptions were never filled?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<i>If YES to question 50, score 1</i>	YES	NO	REFUSED	Pre-screen Score
50. Yes or No – Have you experienced any emotional, physical, psychological, sexual or other type of abuse or trauma in your life which you have not sought help for, and/or which has caused your homelessness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PRE-SCREEN WELLNESS SUBTOTAL				

SCORING SUMMARY

DOMAIN	SUBTOTAL	
GENERAL INFORMATION		If the Pre-Screen Total is equal to or greater than 10, the individual is recommended for a Permanent Supportive Housing/Housing First Assessment.
A. HISTORY OF HOUSING AND HOMELESSNESS		
B. RISKS		If the Pre-Screen Total is 5, 6, 7, 8 or 9, the individual is recommended for a Rapid Re-Housing Assessment.
C. SOCIALIZATION AND DAILY FUNCTIONS		
D. WELLNESS		If the Pre-Screen Total is 0, 1, 2, 3 or 4, the individual is not recommended for a Housing and Support Assessment at this time.
PRE-SCREEN TOTAL		

100,000 HOMES

The services provided to individuals and families

POWERED BY COMMUNITY SOLUTIONS



Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT)

Procedures for Single Adults

Finally I'd like to ask you some questions to help us better understand homelessness and improve housing and support services

What is your gender?	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Other <input type="checkbox"/> Decline to State
Have you ever served in the US Military?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused
<i>If yes, which war/war era did you serve in?</i>	<input type="checkbox"/> Korean War (June 1950-January 1955) <input type="checkbox"/> Vietnam Era (August 1964-April 1975) <input type="checkbox"/> Post Vietnam (May 1975-July 1991) <input type="checkbox"/> Persian Gulf Era (August 1991-Present) <input type="checkbox"/> Afghanistan (2001-Present) <input type="checkbox"/> Iraq (2003-Present) <input type="checkbox"/> Other (Specify) _____ <input type="checkbox"/> Refused
<i>If yes, what was the character of your discharge?</i>	<input type="checkbox"/> Honorable <input type="checkbox"/> Other than Honorable <input type="checkbox"/> Bad Conduct <input type="checkbox"/> Dishonorable <input type="checkbox"/> Refused
What is your citizenship status?	<input type="checkbox"/> Citizen <input type="checkbox"/> Legal Resident <input type="checkbox"/> Undocumented <input type="checkbox"/> Refused
Where did you live prior to becoming homeless?	<input type="checkbox"/> This city <input type="checkbox"/> This region <input type="checkbox"/> Other part of the State <input type="checkbox"/> Somewhere else (specify) _____
Have you ever been in foster care?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused
Have you ever been in jail?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused
Have you ever been in prison?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused
Do you have a permanent physical disability that limits your mobility? (i.e., wheelchair, amputation, unable to climb stairs)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused
What kind of health insurance do you have, if any? (check all that apply)	<input type="checkbox"/> Medicaid <input type="checkbox"/> Medicare <input type="checkbox"/> VA <input type="checkbox"/> Private Insurance <input type="checkbox"/> None <input type="checkbox"/> Other (specify) _____
On a regular day, where is it easiest to find you and what time of day is easiest to do so?	
Is there a phone number and/or email where someone can get in touch with you or leave you a message?	
Ok, now I'd like to take your picture. May I do so?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

**100,000
HOMES**

For us to do this we
need you and families

POWERED BY COMMUNITY SOLUTIONS

Page 6





BOTETOURT



ABSTRACT of VOTES

Cast in ROANOKE CITY, VIRGINIA
at the 2016 May City General Election held on May 03, 2016 for,

Mayor

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Sherman P. Lea 5315

Total Write-In votes [From Write-Ins Certifications] 1151
[Valid Write-Ins + Invalid Write_ins = Total Write In Votes]

** Please submit a Write-Ins Certification **

Total Number of Overvotes for Office 0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 03, 2016, do hereby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Mayor.

Sherman P. Lea

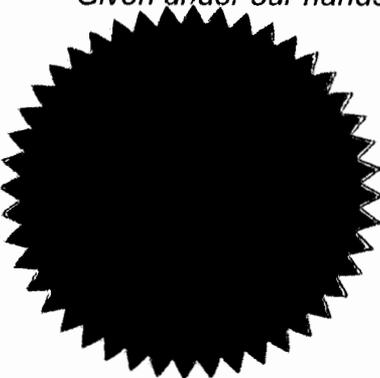
Given under our hands this 9th day of May, 2016

Sharon Lazar, Chairman

_____, Vice Chairman

John A. Bill, Secretary

John A. Bill, Secretary, Electoral Board



ABSTRACT of VOTES

Cast in ROANOKE CITY, VIRGINIA
at the 2016 May City General Election held on May 03, 2016 for,

Member City Council

NAMES OF CANDIDATES ON THE BALLOT	TOTAL VOTES RECEIVED (IN FIGURES)
Anita J. Price	4214
Michelle L. Dykstra	4143
John A. Garland	3534
Patricia A. White-Boyd	3487
Freedra L. Cathcart	2913
E. Duane Howard	758
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	435
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 03, 2016, do hereby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member City Council.

1. Anita J. Price
2. Michelle L. Dykstra
3. John A. Garland

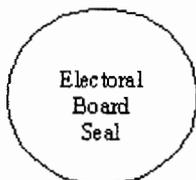
Given under our hands this 9th day of May, 2016

Sharon Layan, Chairman

[Signature], Vice Chairman

[Signature], Secretary

[Signature], Secretary, Electoral Board





COMPLETE THIS FORM **ONLY** IF (i) TOTAL NUMBER OF WRITE-INS IS 5% OR MORE OF THE TOTAL NUMBER OF VOTES CAST FOR OFFICE **OR** (ii) A WRITE-IN CANDIDATE WAS ELECTED TO THE OFFICE.

WRITE-INS CERTIFICATION

Roanoke
COUNTY CITY TOWN
Mayor
OFFICE TITLE
DISTRICT NAME OR NUMBER, IF APPLICABLE

General **Special Election**

ELECTION DATE May 3, 2016

Page 1 of 1

TOTAL VOTES
RECEIVED
(IN FIGURES)

WRITE-INS - SUMMARY

1. Invalid Write-Ins	<u>165</u>
2. Valid Write-Ins	ENTER TOTAL INVALID <u>986</u>
3. Total Write-Ins	ENTER TOTAL VALID <u>1,151</u>
[ENTER THIS FIGURE ON LINE FOR TOTAL WRITE-IN VOTES ON ABSTRACT FOR THIS OFFICE.]	ADD LINES 1 AND 2

VALID WRITE-INS - DETAIL

LIST VALID WRITE-INS IN ALPHABETICAL ORDER BELOW AND ON CONTINUATION PAGES, AS NEEDED. ALL VALID WRITE-INS WHEN ADDED TOGETHER MUST EQUAL TOTAL ENTERED ON LINE 2 ABOVE.

TOTAL VOTES
RECEIVED
(IN FIGURES)

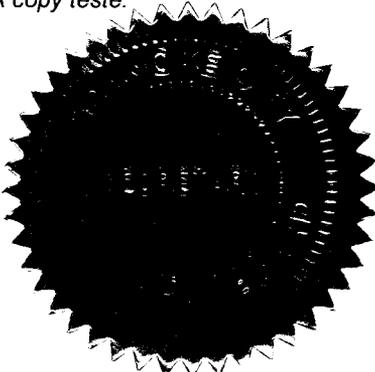
<u>See attachment</u>	_____
_____	_____
_____	_____
_____	_____

CONTINUED ON PAGES _____ THROUGH _____

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on May 3, 2016, do hereby certify that, with the continuation pages indicated, the above is a true and correct certification of the write-in votes cast at said election for the office indicated above.

Given under our hands this 9th day of May, 2016.

A copy teste:



Sharon Layan, Chairman
Reynolds Housh, Vice Chairman
John A. Daulton, Secretary
John A. Daulton Secretary, Electoral Board

WRITE-IN CERTIFICATION
MAY 3, 2016 - GENERAL ELECTION, CITY OF ROANOKE

Last	First	Total Write-Ins
Almond III	Robert L.	1
Amburn	John	1
Barrett	Jim(James M.)	1
Blanton	Alison	1
Bostic	Melvin D.	2
Bubar	Dan	1
Cathcart	Freeda	1
Coffey	Charles J.	1
Cosgrove	JoAnn	1
Cosgrove	Thomas	1
Cotter	Frank	1
Crawford	Steve	2
Dillon	Aaron	1
Donahue	Amy	2
Doss	Paula	1
Dye	Nancy	9
Dykstra	Michelle L.	1
Dyson	Charles	1
Ellis	Louis	1
Eshelman	Pete	1
Ferris	Raphael	1
Ferris	Ray	4
Fitzpatrick Jr.	Beverly T.	1
Garett	Jim	1
Garett (Garrett)	James	1
Garner	Valerie	2
Garret	J.	1
Garret	Jim	11
Garrett	J.	2
Garrett	James	5
Garrett	James (Jim)	1
Garrett	Jim	228
Garrett	John	2
Garrett	Pat	1
Garrette	Jim	2
Gilbert	Anthony	1
Gregg	Randolph	1
Griffith	Nathaniel S.	1
Guilliams	Cecil	1
Hall	David L.	1
Harris	(Louis) Nelson	1
Howard	E. Duane	1
Jaffny	Martin	1

sel

 Chair
5/12/2016

 Date

MS

 Secretary
5/12/16

 Date

WRITE-IN CERTIFICATION
MAY 3, 2016 - GENERAL ELECTION, CITY OF ROANOKE

Jeffe	Martin	1
Jeffer	Martin	1
Jefferey	Martin	3
Jefferies	Martin	13
Jefferiy	Martin	1
Jeffersy	Martin	1
Jeffery	Martin	44
Jeffery	Martin D.	1
Jeffey	Martin	3
Jeffiey	Martin	1
Jeffires	Marvin	1
Jeffray	Martin	1
Jeffreis	Martin	1
Jeffres	Martin	1
Jeffrey	M.	1
Jeffrey	Mark	1
Jeffrey	Martin	1
Jeffrey	Martin	2
Jeffrey	Martin	294
Jeffreys	Martin	10
Jeffrie	Martin	1
Jeffriel	Martin	1
Jeffries	Mark	1
Jeffries	Martin	48
Jeffries	Marvin	1
Jeffriey	Martin	1
Jeffry	Martin	1
Jeffry	Martin	1
Jeffs	Martin	1
Jerffers	Martan	1
Jerffries	Martin	1
Johnson	Octavia	1
Koch	Jamie W.	1
Kong	John	1
Lamanna	Patrick	1
Leftwich	Randy	1
Lloyd	Marvin W.	1
Malloy	Kennedy	1
Martin	Deirdre J.	1
Martin	Jeff	2
Martin	Jeffrey	7
Martin	Jeffery	2
McCadden	Delvis O.	1
McCadden	Delvis O. (Mac)	1

sal

 5/12/2016 Chair

 Date

JPB

 5/12/16 Secretary

 Date

WRITE-IN CERTIFICATION
MAY 3, 2016 - GENERAL ELECTION, CITY OF ROANOKE

McGeorge Jr	James G.	1
McGhee	Ann	1
Meise Jr.	John James	1
Metzger	Ted (Theodore N.)	1
Morrill	Chris	1
Murphy	Dennis	1
Nichols	Steve A.	1
Noell	Mark	1
Noell	Winfred	1
Ohanian	Michael W.	1
Ostronic	Joe	2
Phillips	Janice	1
Powers	Evelyn	1
Reynolds	Claude L.	1
Robinson	John W.	1
Rosen	Court	2
Rosen	Court G.	1
Ruffing	M. (Mary) Beth	1
Settle	James	2
Sgouros	George A.	2
Smith III	Frank M.	1
Stinson	Steve A.	1
Sylvester-Johnson	Joy (Nancy)	1
Taylor (Taylor)	Martin	1
Thomas Jr	Joseph B.	1
Tinkel	Dave	1
Trinkle	D.	4
Trinkle	Dave	43
Trinkle	David	130
Trinkle	David B.	3
Trinkle	David Ball	1
Trout	David	1
Varney	Jason	2
White-Boyd	Patricia Trish	1
White-Boyd	Trish (Patricia A.)	1
Wiegard	Spencer M.	1
Wilhelm	James	1
Wilhelm	Kurtis	1
Worley	John N.	2
Wyatt	Linda	1
Young	Pamela S.	1
	TOTAL	986

Sharon Lagan
 Chair
5/12/2016
 Date

John A. Ball
 Secretary
5/12/16
 Date

6.a.



CITY OF ROANOKE

CITY COUNCIL

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

DAVID A. BOWERS
Mayor

Council Members
William D. Bestpitch
Raphael E. "Ray" Ferris
Sherman P. Lea
Anita J. Price
Court G. Rosen
David B. Trinkle

May 16, 2016

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Re: Report on Proposed Amendments to Section 24-97,
Code of the City of Roanoke (1979), as amended

Background

Presently, Section 24-97 of the City Code provides that at certain designated parks within the City persons may apply for a permit to allow the possession, consumption, distribution, or sale of alcoholic beverages within such designated park facilities. The designated park facilities are Elmwood Park, Century Square at Church Avenue, S.E., Mill Mountain Park (including the Discovery Center), Mountain View, Wachovia Plaza at Market Street, S.E., Reserve Avenue Park, SunTrust Plaza, and Preston Park. City Code also limits application for permits to nonprofit organizations under Title 26 of the Internal Revenue Code with respect to Elmwood Park, Century Square, Mill Mountain Park (not including the Discovery Center), Wachovia Plaza, and Preston Park. Other designated park facilities are not subject to this restriction.

City Code also specifies several requirements that an applicant must satisfy in order to receive a permit from the City Manager. These requirements include compliance with all requirements of the State Department of Alcoholic Beverage Control (ABC), receiving a permit from ABC, designating the hours of operation and place within the designated park facility where the permit will be used, and providing the necessary insurance coverages as required by the City's Risk Manager.

Considerations

I am requesting through this letter and the attached ordinance that the City Council consider amendments to Section 24-97 to increase the number of designated park facilities within the City at which an alcohol permit may be issued. The specific parks that would be added are Vic Thomas Park, Fallon Park, Smith Park, Highland Park, and Wasena Park. The proposed amendment also specifies certain locations within these parks that would be expressly

excluded including the area of Fallon Park School (buildings and adjacent property used and maintained by RCPS), Fallon Park Pool, and Highland Dog Park. The amendment also clarifies and updates the name of a certain permitted location (Wells Fargo Plaza), and also clarifies the inclusion of certain shelters and buildings at some of the parks. The proposed amendment also removes the provision of Section 24-97 that limits alcohol permits to nonprofit organizations with regard to certain designated park facilities.

At one time, it created little adverse impact to close downtown streets for festivals and other events which brought people into the City, benefitting our local economy and enhancing the quality of life for our citizens and neighbors throughout the region. With the growth of downtown living and commercial activity, requests for street closures are now more often problematic than helpful, and the demand for the use of the limited number of public spaces in downtown has grown. Providing additional venues and opportunities for public assemblies, festivals, fundraisers, and other events in appropriate public spaces would reduce the need to use public streets and address the overuse of existing public spaces for such events.

I have reviewed with City Administration the most appropriate parks to add to the list of parks within which a permit for the consumption of alcoholic beverages may be applied for and granted under the terms and conditions of Section 24-97, and regarding the removal of the provision that limits alcohol permits to nonprofit organizations to certain designated park facilities.

I ask favorable consideration by Members of City Council of this proposed amendment to City Code Section 24-97 as attached to this letter.

Sincerely yours,



William Bestpitch
City Council Member

Attachment

Cc: Council Appointed Officers
Brian Townsend, Assistant City Manager for Community Development
Steven Buschor, Director, Parks and Recreation

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 24-97, Possession or consumption of alcoholic beverages, of Article IV, Parks, of Chapter 24, Public Buildings and Property Generally, 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 that:

1. Section 24-97, Possession or consumption of alcoholic beverages, of Article IV, Parks, of Chapter 24, Public Buildings and Property Generally, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

Sec. 24-97. Possession or consumption of alcoholic beverages.

(a) If any person, in or upon the grounds of any city park, shall take a drink of any alcoholic beverage or have in his possession any alcoholic beverage or any beverage in any container labeled as an alcoholic beverage, he shall be guilty of a Class 4 misdemeanor. As used in this section, the term "alcoholic beverage" shall have the meaning set forth in section 4.1-100, Code of Virginia (1950), as amended.

(b) Subsection (a) of this section notwithstanding, the city manager is hereby authorized to allow alcoholic beverages to be consumed on the premises of Elmwood Park, Century Square at Church Avenue, S.E., designated as Official Tax Map No. 4010305 ~~aeross from Fire Station No. 1~~ ("Century Square"), Mill Mountain Park (including the Discovery Center and any shelters at Mill Mountain Park), Mountain View (including Mountain View Recreation Center), Vic Thomas Park, Wells Fargo ~~Wachovia~~ Plaza at Market Street, S.E., located adjacent to the Market Square Walkway ("Wells Fargo ~~Wachovia~~ Plaza"), Reserve Avenue Park, SunTrust Plaza, ~~and~~ Preston Park (including Preston Park Recreation Center), Fallon Park (including Fallon Park Shelter, but not including Fallon Park Pool and Fallon Park School, which includes the buildings and the adjacent property used and maintained by Roanoke City Public Schools), ~~and Fallon Park Pool~~, Smith Park (including Smith Park Shelter), Highland Park (not including the enclosed area designated as Highland Dog Park within Highland

Park), and Wasena Park designated as Official Tax Map No. 1222301 (including Wasena Brick Shelter and Wasena Stone Shelter), hereinafter collectively referred to as the "designated park facilities," under the following conditions:

- (1) Any applicant seeking to serve or permit the consumption of alcoholic beverages in the designated park facilities shall apply to the city manager for an alcohol permit, allowing the possession, consumption, distribution or sale of alcoholic beverages within the designated park facilities. If the alcohol permit is issued by the city manager, the applicant shall also obtain all appropriate permits and licenses from the state department of alcoholic beverage control ("ABC Board"). The issuance of the city's alcohol permit shall be conditioned upon the issuance of a permit or license by the ABC Board on the same terms and conditions as the city's alcohol permit. A copy of the ABC permit shall be filed with the city manager at least three (3) business days before the first day of the event which is the subject of the city's alcohol permit;
- ~~(2) Only section 501(e) nonprofit organizations under Title 26 of the United States Code may apply for the city's alcohol permit for Elmwood Park, Century Square, Mill Mountain Park (not including the Discovery Center), Wachovia Plaza, and Preston Park. Any person or entity may apply for the city's alcohol permit for Mountain View, the Discovery Center, Reserve Avenue Park, and SunTrust Plaza;~~
- (32) The applicant shall comply in all respects with all applicable rules, regulations, terms and conditions of the ABC Board, or any permit or license issued by the ABC Board;
- (43) The city manager shall designate, in writing, the time and place where alcoholic beverages may be possessed, consumed, distributed or sold within the designated park facilities;
- ~~(54) No city alcohol permit shall be issued which shall allow the possession or consumption of alcoholic beverages after 12:00 a.m. (midnight), or the distribution or sale of alcoholic beverages forty-five (45) minutes prior to the required cessation of the event for which the permit is issued;~~
- ~~(6) Any applicant which is a section 501(e) nonprofit organization under Title 26 of the United States Code which applies for a city alcohol permit shall produce, at the time of application, written evidence, satisfactory to the city manager, of its status as a section 501(e) nonprofit organization under Title 26 of the United States Code;~~
- (75) No glass containers shall be used to consume alcoholic beverages within the boundaries of the designated park facilities;
- (86) Each applicant shall obtain insurance of a type and for an amount acceptable to the office of risk management for the city. The issuance of the city's alcohol permit shall be conditioned upon the applicant providing

a copy of a certificate of insurance, evidencing appropriate and acceptable insurance, at the time of application;

- (97) Each application shall be accompanied by a refundable deposit established by the city manager, and published in the city's fee compendium. The refundable deposit shall be for any clean-up necessitated by the applicant's use of the designated park facilities. The determination of whether any clean-up is necessitated by the applicant's use of either of the designated park facilities, and the cost of that clean-up, shall be within the city manager's sole and absolute discretion. The amount of any refund shall be determined within five (5) business days after the last day of an event which is the subject of a city alcohol permit, and any refund, or notice of no refund, shall be made as soon as reasonably possible after the five (5) business day period. In the event that the cost of the clean-up exceeds the amount of the refundable deposit, the applicant shall be responsible for the difference;
- (108) The fee for an alcohol permit to allow alcoholic beverages to be consumed on the premises of the designated park facilities, pursuant to this section, shall be established by the city manager, and published in the city's fee compendium; and
- (119) The city manager is authorized to make such other rules and regulations not inconsistent with the Code for the City of Roanoke (1979), as amended, or the Code of Virginia (1950), as amended, as may be necessary to govern the use of the premises where alcoholic beverages may be possessed, consumed, distributed or sold.

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

ATTEST:

City Clerk

T.a.l.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Virginia Department of Fire Programs (VDFP) Training Grant Acceptance (CM16-00052)

Background:

Earlier this year, the Virginia Department of Fire Programs (VDFP) accepted applications for grants to be used by local fire departments for training purposes. The City of Roanoke received notification that the City will be receiving \$15,000. The funds will be used purchase a trailer and training equipment for the City's Regional Fire-EMS Training Center.

Considerations:

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. Establish a revenue estimate of \$15,000 in the Grant Fund and appropriate funding in the same amount into an expenditure account established by the Director of Finance.

Christopher P. Morrill
City Manager

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



COMMONWEALTH of VIRGINIA

Melvin D. Carter
EXECUTIVE DIRECTOR

Virginia Department of Fire Programs

Finance Branch
1005 Technology Park Drive
Glen Allen, VA 23059-4500
Phone: 804/ 371-0220
Fax: 804/ 371-3358

May 2, 2016

Tiffany Bradbury
713 Third Street, SW
Roanoke, VA 24016

Dear Ms. Bradbury:

On behalf of the Virginia Fire Services Board, we are pleased to advise the **City of Roanoke, Virginia** of a **grant award of up to \$15,000 according to the scope of work included in the original application submitted** for the Regional Fire Service Training Facilities Grant.

This award is effective: FY2017

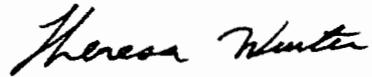
Accordingly, the **City has until June 30, 2017 to collect their award** consistent with the terms and conditions of the mutually executed Agreement. **Please be aware the performance period for this grant is 07/01/2016 – 06/30/2017, all work performed outside this performance period will NOT be reimbursable under this grant.**

The grant award is being offered to fund a trailer and training equipment. Two originals of the Agreement are included. The City Manager must sign both originals and have them sent to my attention. Both originals will be counter signed by the Virginia Department of Fire Programs. One original will be returned to the County for local file retention. No funds disbursements will be authorized or released without the executed disbursement Agreement.

Funds disbursement for the Regional Fire Service Training Facilities Grant are reimbursement only (up to actual costs incurred by the jurisdiction) and may be made in one (1) payment upon completion of the project, submission of supporting documentation of eligible costs, and inspection of training prop by VDFP. In order to be eligible for final payment, the prop must be placed in operation. It is the responsibility of the jurisdiction to maintain all such records subject to audit by this Agency or its assignees for a period of five (5) years following the date of the last transfer of award funds to the grant recipient.

If you have any questions, feel free to contact me at my office 804-249-1958 or via email at Theresa.hunter@vdfp.virginia.gov.

Respectfully,

A handwritten signature in black ink that reads "Theresa Hunter". The signature is written in a cursive style with a large initial "T".

Theresa Hunter
Budget and Grants Manager

Enclosure

c: Christopher Morrill, City Manager
Walter Bailey, Chair, Virginia Fire Services Board
Melvin D Carter, Executive Director, Virginia Department of Fire Programs

045

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Regional Fire Service Training Facilities Grant to the City from the Virginia Department of Fire Programs, and authorizing execution of any required documentation on behalf of the City.

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

1. The City of Roanoke does hereby accept the FY 2017 Regional Fire Service Training Facilities Grant offered by the Virginia Department of Fire Programs in the amount of \$15,000, with no matching funds from the City, to be used to purchase a trailer and training equipment for the City's Regional Fire-EMS Training Center. The grant is more particularly described in the City Council Agenda Report dated May 16, 2016.
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.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from the Commonwealth of Virginia Department of Fire Programs for a mobile training center and training equipment, amending and reordaining certain sections of the 2015-2016 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 2015-2016 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Expendable Equipment (<\$5,000)	35-520-3740-2035	\$ 8,701
Vehicular Equipment	35-520-3740-9010	6,299
Revenues		
VFSP Training Center Grant FY16	35-520-3740-3740	15,000

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: May 16, 2016
Subject: Virginia Department of Emergency Management (VDEM) Local
 Emergency Management Performance Grant (LEMPG) Grant
 Acceptance (CM16-00053)

Background:

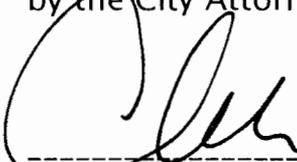
The VDEM Grants Office has approved the application for funding under the FY2014 LEMPG, CFDA# 97.042, in the amount of \$53,387. The City of Roanoke will use this grant funding to support local emergency management performance. This will include the Emergency Manager salary, planning and vehicle. This 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.

Considerations:

The revenue from this grant is included in the FY2017 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

Grant Agreement

Page 1 of 3

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

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

2. GRANTEE IRS/VENDOR NO.

54-6001569

4. AWARD NAME: 2015 Local Emergency Management
Performance Grant

5. PROJECT PERIOD: FROM 07/01/2015 TO 06/30/2016
BUDGET PERIOD: FROM 07/01/2015 TO 06/30/2016

6. AWARD DATE: April 21, 2016

7. TOTAL AMOUNT OF THIS AWARD \$106,774.00

8. FEDERAL AMOUNT OF THIS AWARD \$53,387.00

9. RECIPIENT NON-FEDERAL COST SHARE
REQUIREMENT \$ 53,387.00

3. Local Emergency Management Performance Grant

10. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET
FORTH ON THE ATTACHED PAGE(S).

11. STATUTORY AUTHORITY FOR GRANT

The project is supported under *The Robert T. Stafford Disaster Relief and Emergency Assistance act (Public Law 93-288)*

12. METHOD OF PAYMENT

Commonwealth of Virginia Accounting System

AGENCY APPROVAL

13. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL

Jeffrey D. Stern Ph.D.
State Coordinator

GRANTEE ACCEPTANCE

14. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE
OFFICIAL

Sherman Stovall
Assistant City Administrator

15. SIGNATURE OF APPROVING VDEM OFFICIAL

16. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

16A. DATE 4/26/16



Virginia Department of
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

Page 2 of 3

Award Name: 2015 Local Emergency Management Performance Grant Grant Award Date April 21, 2016

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C F R Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS.
2. Recipient 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.
3. The recipient must submit a Quarterly Progress Report. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld, if these reports are delinquent. The final Progress Report is due 90 days after the end date of the performance period.
4. 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, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
5. The recipient shall not undertake (obligate/expend federal and/or matching funds) any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Recipient 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 recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate 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.
6. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for emergency preparedness.



Virginia Department of
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

Page
3 of 3

Award Name: 2015 Supplemental Local Emergency Management Performance Grant Grant Award Date: April 21, 2016

7. The recipient agrees that the use of the funds under this grant will be in accordance with the Fiscal Year 2015 guidelines and must support the goals and objectives included in the State Homeland Security Strategy
8. The recipient 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 recipient 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 recipient 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. National Incident Management System 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 sub-grantee(s) has (have) made sufficient progress to disburse funds.
12. All conferences and workshops using federal preparedness funds must pertain to the project being funded. The recipient 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.
13. Recipients agree that under program guidelines, travel expenses are allowable for approved training, planning, administrative, and exercise activities following local, state, and federal guidelines. Prior to traveling for these activities outside of contiguous United States (OCONUS) as well as to Canada and Mexico, preapproval is required by the state and FEMA through the SAA office.

Please reference 2 CFR 200.403, in regard to reasonableness when considering requests for travel of this type. Where applicable, you should also reference the following regarding travel: the Western Hemisphere Travel Initiative (http://www.dhs.gov/files/programs/gc_1200693579776.shtm).

045

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the FY2016-2017 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 FY2016-2017 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 activity, which will include the Emergency Manager's salary, planning and vehicle. The grant is more particularly described in the City Council Agenda Report dated May 16, 2016.

2. The City Manager and the City Clerk are hereby authorized to execute and attest, 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.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Virginia Department of Emergency Management (VDEM) State Homeland Security Grant Acceptance (CM16-00054)

Background:

The VDEM Grants Office has approved the application for funding under the FY2015 State Homeland Security Grant, in the amount of \$44,000. The City of Roanoke will use this grant funding to install a quick connect device at the Berglund Center. The Berglund Center serves as the valley's emergency shelter during times of crisis or disaster. Currently the Berglund Center does not have a generator that could be utilized should the power fail during sheltering. The quick connect device will be installed on the building to allow emergency responders to easily connect a generator in the event of a power failure.

Considerations:

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. Establish a revenue estimate of \$44,000 in the Grant Fund and appropriate funding in the same amount into an expenditure account established by the Director of Finance.



 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

Grant Agreement

Page 1 of 3

<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>Roanoke City Noel C. Taylor Municipal Building 215 Church Avenue, S.W. Rm 364 Roanoke, VA 24011</p>	<p>4. AWARD NAME: 2015 State Homeland Security Grant</p>	<p>5. PROJECT PERIOD: FROM 09/01/2015 TO 03/31/2017</p> <p>BUDGET PERIOD: FROM 09/01/2015 TO 03/31/2017</p>
<p>2. GRANTEE IRS/VENDOR NO.</p> <p>54-6001569</p>	<p>6. AWARD DATE: May 2, 2016</p>	<p>7. TOTAL AMOUNT OF THIS AWARD \$ 44,000.00</p> <p>8. FEDERAL AMOUNT OF THIS AWARD \$44,000.00</p> <p>9. RECIPIENT NON-FEDERAL COST SHARE REQUIREMENT \$ 0.00</p>
<p>3. FY15 Mass Care Shelter Enhancement</p>		
<p>10. SPECIAL CONDITIONS: THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>		
<p>11. STATUTORY AUTHORITY FOR GRANT</p> <p>The project is supported under <i>The Robert T. Stafford Disaster Relief and Emergency Assistance act (Public Law 93-288)</i></p>		
<p>12. METHOD OF PAYMENT</p> <p>Commonwealth of Virginia Accounting System</p>		
<p>AGENCY APPROVAL</p>		<p>GRANTEE ACCEPTANCE</p>
<p>13. TYPED NAME AND TITLE OF APPROVING VDEM OFFICIAL</p> <p>Jeffrey D. Stern Ph.D. State Coordinator</p>	<p>14. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Sherman Stovall Assistant City Manager</p>	
<p>15. SIGNATURE OF APPROVING VDEM OFFICIAL</p> 	<p>16. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p> <p>16A. DATE</p>	



Virginia Department of
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

Page 2 of 3

Award Name: 2015 State Homeland Security Grant *Grant Award Date:* May 2, 2016

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS.
2. Recipient 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.
3. The recipient must submit a Quarterly Progress Report. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure. Reports are due on January 15, April 15, July 15, and October 15. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld, if these reports are delinquent. The final Progress Report is due 90 days after the end date of the performance period.
4. 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, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
5. The recipient shall **not** undertake (obligate/ expend federal and/or matching funds) any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Recipient **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 recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate 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.
6. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for emergency preparedness.



Virginia Department of
Emergency Management

AWARD CONTINUATION SHEET

Grant Agreement

Page
3 of 3

Award Name: 2015 State Homeland Security Grant Grant Award Date: May 2, 2016

7. The recipient agrees that the use of the funds under this grant will be in accordance with the Fiscal Year 2015 guidelines and must support the goals and objectives included in the State Homeland Security Strategy

8. The recipient 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 recipient 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 recipient 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. National Incident Management System 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 sub-grantee(s) has (have) made sufficient progress to disburse funds.

12. All conferences and workshops using federal preparedness funds must pertain to the project being funded. The recipient 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.

13. Recipients agree that under program guidelines, travel expenses are allowable for approved training, planning, administrative, and exercise activities following local, state, and federal guidelines. Prior to traveling for these activities outside of contiguous United States (OCONUS) as well as to Canada and Mexico, preapproval is required by the state and FEMA through the SAA office.

Please reference 2 CFR 200.403, in regard to reasonableness when considering requests for travel of this type. Where applicable, you should also reference the following regarding travel: the Western Hemisphere Travel Initiative (http://www.dhs.gov/files/programs/gc_1200693579776.shtm).

CHS

7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the FY 2015 State Homeland Security Program 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 FY 2015 State Homeland Security Program Grant offered by the Virginia Department of Emergency Management in the amount of \$44,000, with no matching funds from the City, to be used to install a quick connect device at the Berglund Center. The grant is more particularly described in the City Council Agenda Report dated May 16, 2016.
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.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from the United States Department of Homeland Security (DHS) through the Commonwealth of Virginia Department of Emergency Management (VDEM) for the electrical equipment necessary for a quick connect device, amending and reordaining certain sections of the 2015-2016 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 2015-2016 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Other Equipment	35-520-3763-9015	\$ 44,000
Revenues		
VDEM SHS Mass Care Shelter Enhancement FY15	35-520-3763-3763	44,000

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: May 16, 2016

Subject: Amendment of the Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission to Add Botetourt County as a Member (CM16-00050)

Background:

The purpose of the Roanoke Valley Greenway Commission (Commission) is to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley. Currently the jurisdictions that are a member of the Commission are the City of Roanoke, Roanoke County, the City of Salem, and the Town of Vinton. Due to the success of the regional greenway system, there is an opportunity to expand this successful partnership by including Botetourt County as the Commission's newest member.

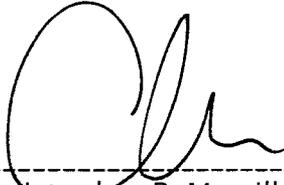
Considerations:

Authorizing Botetourt County to become a member of the Commission will enable the partnering locality members to join forces and include such opportunities for our citizens and visitors as connecting the greenway system to Carvin's Cove, the Appalachian Trail, National Forests, and the James River. The current intergovernmental agreement states that in order to add a new member, each existing member must pass an ordinance to that effect. At its March 23, 2016 board meeting, the Commission unanimously passed a resolution recommending Botetourt County's inclusion into the Greenway Commission. If approved by the member localities, Botetourt County would become a member of the Commission as of July 1, 2016.

Recommended Action:

Adopt an Ordinance approving the addition of Botetourt County to the Roanoke Valley Greenway Commission, and authorizing the City Manager to execute the Amended Intergovernmental Agreement, approved as to form by the City Attorney, and

substantially similar to the Agreement attached to this report, and authorizing the City Manager to take such actions necessary to administer and enforce such Agreement on behalf of the City of Roanoke.



Christopher P. Morrill
City Manager

- Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager
Steven C. Buschor, Director Parks and Recreation
Donnie Underwood, Parks and Greenways Planner
Barbara A. Dameron, Director of Finance
Philip C. Schirmer, P.E., City Engineer
Benjamin Tripp, Chairman, Roanoke Valley Greenway Commission

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
ROANOKE VALLEY GREENWAY COMMISSION

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE ROANOKE VALLEY GREENWAY COMMISSION
July 1, 2016

This Amended and Restated Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission is made as of this 1st day of July, 2016, by and among the City of Roanoke, Virginia, the City of Salem, Virginia, the Town of Vinton, Virginia, the County of Roanoke, Virginia, and the County of Botetourt, Virginia.

PREAMBLE

A. The City of Roanoke, the City of Salem, the Town of Vinton, and the County of Roanoke (“Original Participating Localities”) entered into an Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission in 1997 (“Intergovernmental Agreement”) and revised the Intergovernmental Agreement in 2008.

B. The Original Participating Localities desire to amend and restate the revised Intergovernmental Agreement to allow the County of Botetourt to join the Roanoke Valley Greenway Commission as a participating locality.

C. The Original Participating Localities and the County of Botetourt have submitted this Amended and Restated Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission (“Agreement”) to their governing boards for approval, and each locality has approved the Agreement in accordance with Section 15.2-1300, Code of Virginia (1950), as amended.

D. The Original Participating Localities and the County of Botetourt (collectively, the “Participating Localities”) agree that this Agreement shall amend, restate and replace the revised Intergovernmental Agreement.

1. PURPOSE

The purpose of the Roanoke Valley Greenway Commission (“Commission”) is to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley.

2. BENEFITS OF A GREENWAY SYSTEM

This greenway system, in which each greenway is owned and operated by the Participating Locality in which it is located, is intended to enhance the quality of life for Valley citizens and visitors and to:

- (a) Provide safe and efficient alternative transportation linkages among recreational sites, open spaces, residential areas, employment centers, educational and cultural facilities, and other activity centers;
- (b) Encourage citizen wellness and maintain environments which promote opportunities for recreation activities;
- (c) Protect environmental assets and retain beneficial ecological habitats;
- (d) Maintain a contiguous urban forest ecosystem to reduce community wide environmental problems such as excessive storm water runoff, air quality degradation, water pollution, and urban climate change;
- (e) Promote an appreciation for the Valley's natural, historical and cultural resources and its neighborhoods;
- (f) Protect and link significant remnants of the community's undeveloped open spaces, woodlands, and wetlands; and
- (g) Enhance the Valley's appearance to encourage tourism, promote economic development, and improve the living environment for residents.

3. EFFECTIVE DATE, ESTABLISHMENT OF COMMISSION, AND PARTIES TO THE AGREEMENT

This Agreement, and any amendments thereto, shall be effective, and the Commission shall be established, pursuant to §15.2-1300, Code of Virginia (1950), as amended, upon its execution pursuant to the authority of ordinances adopted by the governing bodies of each of the City of Roanoke, the City of Salem, the County of Roanoke, the Town of Vinton, and the County of Botetourt, each herein being referred to as a "Participating Locality". Additional participating localities may be added as parties to this Agreement upon unanimous approval of an amendment to this Agreement by the existing Participating Localities and upon adoption of an ordinance by the governing body of the locality requesting to be added.

4. RESPONSIBILITIES AND DUTIES

The Commission shall have the following responsibilities and duties:

- (a) To study the needs of the Roanoke Valley and the desires of the Valley residents as expressed in the *Roanoke Valley Conceptual Greenway Plan*, dated December 1995, the *2007 Update to the Roanoke Valley Conceptual Greenway Plan*, and other Roanoke Valley Greenway Plan updates, as amended; to review these plans every five years and revise as necessary; and to encourage inclusion of a coordinated system of greenways into each Participating Locality's planning efforts;
- (b) To advise and inform the governing bodies and the citizens of the Valley of existing, planned, and potential opportunities for establishing greenways within the Valley;
- (c) To make recommendations to the governing bodies relative to desirable federal, state, and local legislation concerning greenway programs and related activities;
- (d) To investigate, recommend, and help solicit funding, grants, and/or donations of land, property or services from the Commonwealth of Virginia, the United States of America, their agencies, private citizens, corporations, institutions and others to promote, construct or maintain greenways within the Roanoke Valley;
- (e) To study and recommend uniform standards for the design and construction of greenways, including sign standards, to be employed Valley-wide;
- (f) To actively pursue and promote public/private partnerships, work closely with nonprofit organizations, and facilitate cooperation among Valley governments in developing, constructing, and maintaining a system of greenways throughout the Valley;
- (g) To coordinate the efforts of the federal, state and local jurisdictions in the Valley to create a Valley-wide system of greenways and trails that satisfy the needs of all the residents of the Valley, including those with special needs;
- (h) To assist the Participating Localities with developing project plans and timetables for greenways and with defining roles and responsibilities for each project; and
- (i) To coordinate with Pathfinders for Greenways, Inc. in its use of volunteers to assist Participating Localities with

construction and maintenance of greenways and in its solicitation of private sector funding for greenway development.

5. MEMBERSHIP

- (a) The Roanoke Valley Greenway Commission shall be composed of members, appointed as follows:
 - (1) Up to three (3) members from each of the Participating Localities to be appointed by the governing bodies, each for a term of three (3) years, with appointments to be staggered. Each member shall be a resident of the locality which he or she represents;
 - (2) One (1) member appointed by the Roanoke Valley Transportation Planning Organization for a term of three (3) years;
 - (3) Up to two (2) staff members from each of the Participating Localities, appointed by the chief administrative officer; and
 - (4) One member appointed by Pathfinders for Greenways, Inc., the nonprofit group established to support greenways in the Roanoke Valley.

- (b) In addition to the above members, one representative from each of the following organizations shall serve as a non-voting member of the Greenway Commission:
 - (1) The Western Virginia Water Authority;
 - (2) The Roanoke Valley Alleghany Regional Commission; and.
 - (3) Such interested organizations as the Commission may approve.

- (c) A vacancy for the remainder of any term of any member shall be filled by the governing body or person making the original appointment.

- (d) The members of the Commission shall serve without compensation.

6. MEETINGS

- (a) The Commission shall hold regular meetings at least once per quarter each calendar year. All meetings and hearings of the Commission shall be open to the public, except closed meetings may be held pursuant to the provisions of the Virginia Freedom of Information Act. Reasonable notice of the time and place of all regular and special meetings shall be given to the public. Meetings shall be called by the chair or upon request of a majority of the members.
- (b) The Commission shall adopt bylaws necessary to conduct the affairs of the Commission.

7. OPERATING REVENUE

- (a) The Commission shall not operate as a fiscal agent.
- (b) Funding for the Commission shall be administered through an agreed-upon fiscal agent.
- (c) The Commission shall adopt an annual budget.
- (d) Operating revenue for the Commission shall be funded by the Participating Localities on an equal per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.
- (e) Annual funding requests from the Commission shall be made by February 1 of each year to the governing bodies of the Participating Localities.
- (f) The Commission shall be authorized to apply for and receive, through its fiscal agent, grants and donations for use in support of the greenway program.

8. ADMINISTRATION

- (a) An annual report shall be prepared and submitted to the governing body of each Participating Locality each calendar year.
- (b) The Commission may establish any committees necessary to fulfill the responsibilities and duties of the Commission.

9. DURATION

- (a) This Agreement shall remain in force until terminated or modified by action of the governing bodies of all Participating Localities.
- (b) A Participating Locality may withdraw from this Agreement by adoption of an appropriate ordinance.

10. AMENDMENTS

This Agreement may be amended only by approval by the governing bodies of each Participating Locality.

11. LIABILITY

To the extent permitted by law, the Participating Localities agree to indemnify, keep and hold the members of the Commission and its staff free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of performance of the duties and responsibilities imposed by this Agreement. In the event of any suit or proceeding brought against members of the Commission or its staff, the Participating Localities shall pay reasonable costs of defense. Any costs of the Participating Localities under this section shall be shared on a per capita basis as determined by the most recent population estimates of the Weldon Cooper Center for Public Service of the University of Virginia.

SIGNATURES APPEAR ON FOLLOWING PAGES

WITNESS our hands and seals as of the date set forth at the beginning of this Agreement.

ATTEST:

CITY OF ROANOKE

City Clerk

By _____
Christopher P. Morrill, City Manager

Approved as to form:

Ordinance No.: _____

City Attorney

ATTEST:

COUNTY OF ROANOKE

County Clerk

By _____
Thomas C. Gates, County Administrator

Approved as to form:

Ordinance No.: _____

County Attorney

ATTEST:

CITY OF SALEM

City Clerk

By _____
Kevin S. Boggess, City Manager

Approved as to form:

Ordinance No.: _____

City Attorney

ATTEST

TOWN OF VINTON

Town Clerk

By _____
Barry W. Thompson, Interim Town Manager

Approved as to form:

Ordinance No.: _____

Town Attorney

ATTEST:

COUNTY OF BOTETOURT

County Clerk

By _____
Gary Larrowe, County Administrator

Approved as to form:

Ordinance No.: _____

County Attorney

5/2/16

7.a.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing execution of a First Amended Intergovernmental Agreement Establishing the Roanoke Valley Greenway Commission; expanding such Agreement to include Botetourt County as a member; and dispensing with the second reading of this ordinance by title.

WHEREAS, the purpose of the Roanoke Valley Greenway Commission (hereinafter, "Commission") is to promote and facilitate coordinated direction and guidance in the planning, development, and maintenance of a system of greenways throughout the Roanoke Valley;

WHEREAS, the jurisdictions that are a member of the Commission are the City of Roanoke, Roanoke County, the City of Salem, and the Town of Vinton;

WHEREAS, there is an opportunity to expand this successful partnership by including Botetourt County as the Commission's newest member; and

WHEREAS, authorizing Botetourt County to become a member of the Commission will enable the partnering locality members to join forces and include such opportunities for our citizens and visitors as connecting the greenway system to Carvin's Cove, the Appalachian Trail, national forests, and the James River.

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

1. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City of Roanoke, in form approved by the City Attorney, a First Amended Intergovernmental Agreement (hereinafter, "First Amended Agreement") expanding the Roanoke Valley Greenway Commission by and among the City of Roanoke, Virginia, the City of Salem, Virginia, the Town of Vinton, Virginia, and Roanoke County, Virginia, to include Botetourt

County, Virginia, such First Amended Agreement, effective beginning July 1, 2016, upon such terms and conditions as are more particularly described in the City Council Agenda Report dated May 16, 2016.

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

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Request to Amend the Contract for Purchase and Sale of Real Property Located at 209 Henry Street, N. W. (Official Tax Map No. 2013001) (CM16-00059)

Background:

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

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

The Roanoke Higher Education Authority requested supplemental funding from the Commonwealth of Virginia in order to fully complete the addition to the Culinary Arts Facility. This funding was approved in the recently adopted 2016-2017 state budget. With this supplemental funding the construction is now planned to commence, but will not start by the date required in the Contract.

Due to the extra time needed to obtain full project funding, the Roanoke Higher Education Authority has requested additional time to commence and complete construction of the building addition. The proposed new construction commencement date is December 21, 2016, and the completion date is January 22, 2018.

Recommended Action:

Adopt an Ordinance authorizing the City Manager to execute Amendment No. 1 to Contract for Purchase and Sale of Real Property located at 209 Henry Street, N. W. (Official Tax Map No. 2013001) in a form substantially similar to that which is attached to this Report, and to execute such other documents and to take such further actions as may be necessary to implement, administer, and enforce such Amendment No. 1. All documents are subject to approval as to form by the City Attorney.



Christopher P. Morrill
City Manager

Attachment

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

**AMENDMENT NO. 1 TO
CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**

This Amendment No. 1 to Contract For Purchase and Sale of Real Property (Amendment No. 1) is dated May 17, 2016, by and between the City of Roanoke, Virginia, (City or Seller), and Roanoke Higher Education Authority, a political subdivision of the Commonwealth of Virginia (RHEA or Buyer).

RECITALS:

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

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

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

WHEREAS, RHEA has requested that certain terms and provisions of the Contract be amended, changed, or modified as further set forth in this Amendment No. 1; and

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

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

SECTION 1. AMENDMENTS TO CONTRACT

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

- 1.1 The definition of the term "Project" in the Contract is hereby replaced with the following:

“Project: This term means and includes the construction work to be done by Buyer and Substantially Completed by January 22, 2018, as well as any related and/or connected work that may be required and/or done on any part of the Property to result in Buyer’s Contemplated Use of the Property, all in accordance with the terms and provisions of this Contract.”

1.2 Section 4.B.2 of the Contract is hereby replaced with the following:

“If Buyer fails to commence Construction Activity by December 21, 2016, Buyer shall be in default of this Contract and Seller may, at is sole option, acquire the Property and the Nonexclusive Access Easement in accordance with Section 16 hereof. For the purposes of this subsection “Construction Activity” shall mean: Buyer or its agent has obtained necessary permits and approval from the City of Roanoke Department of Planning Building and Development to construct the Project.”

1.3 Section 4.B.3 of the Contract is hereby replaced with the following:

“All construction work necessary to complete the Buyer’s Contemplated Use of the Property shall be Substantially Completed by January 22, 2018.”

1.4 Section 4.B.6 of the Contract is hereby replaced with the following:

“On or before December 21, 2016, Buyer shall have completed all construction drawings and specifications for the construction of the Facility, obtained all necessary permits and approvals for the construction of the Facility. In the event that Buyer fails to provide written evidence of completion of these requirements within the time period set forth in this Section 4.B.6, the remedies provided in Section 16 shall apply.”

1.5 Section 16.A of the Contract is hereby replaced with the following:

“Notwithstanding any provision contained in this Contract or the Deed, if by December 21, 2016, Buyer or its successor(s) in interest shall not have commenced Construction Activity, as reasonably determined by the Seller, and as described in Section 4.B.2, Seller shall have the right to refund to the then record owner(s) of the Property and Nonexclusive Access Easement all or any part of the original Purchase Price for the Property and Nonexclusive Access Easement paid by Buyer to Seller; whereupon the then record owner(s) of the Property and Nonexclusive Access Easement shall forthwith convey the Property and Nonexclusive Access Easement to Seller, free and clear of mortgages, deeds of trusts, liens, or other encumbrances. In the event that the record owner(s) of the Property and Nonexclusive Access Easement for any reason fails or refuses to convey title back to the Seller as required herein, Seller shall have the right to enter onto and take possession of the Property and the Nonexclusive Access

Easement or the part thereof designated by Seller, along with all rights and causes of action necessary to have title to the Property and the Nonexclusive Access Easement or the part thereof designated by Seller conveyed to the Seller.”

SECTION 2. RECORDATION OF NOTICE

The parties agree that the City will prepare an appropriate notice of this Amendment No. 1 and the City shall record such notice in the Roanoke City Circuit Court to reflect the changes to the Contract that is an exhibit to the Deed. RHEA agrees to pay for all recording costs and fees connected with the recording of this Amendment No. 1.

SECTION 3. EFFECTIVE DATE OF AMENDMENT NO. 1

The effective date of this Amendment No. 1 is May 17, 2016.

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

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

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 by their authorized representatives.

WITNESS:

CITY OF ROANOKE, VIRGINIA

By: _____

Christopher P. Morrill, City Manager

Printed Name and Title

WITNESS:

ROANOKE HIGHER EDUCATION
AUTHORITY

By: _____

By: _____

Thomas L. McKeon, Executive Director

Printed Name and Title

Approved as to Form:

Assistant City Attorney

Approved as to Execution:

Assistant City Attorney

Authorized by Ordinance No. _____

yc

7.a.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute Amendment No. 1 to the Contract for the Purchase and Sale of Real Property, dated January 21, 2015 (“Contract”), by and between the City of Roanoke, Virginia (“City”), and Roanoke Higher Education Authority (“RHEA”), for real property situated at 209 Henry Street, N.W., Roanoke, Virginia, designated as Official Tax Map No. 2013001, to extend the new construction commencement date to December 21, 2016 and to extend the completion date of the new construction to January 22, 2018, upon certain conditions; authorizing the City Manager to execute such further documents and take such further actions as may be necessary to accomplish the above matters; reordaining Ordinance No. 40160-012015, adopted on January 20, 2015, only to the extent not inconsistent with this Ordinance; and dispensing with the second reading of this Ordinance by title.

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

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

WHEREAS, RHEA acquired title to the Property from the City by deed dated July 21, 2015, and subject to the terms of the Contract was to commence construction by July 21, 2016, and complete construction by July 21, 2017;

WHEREAS, RHEA has requested additional time in which to commence construction and complete construction as more particularly described in the City Council Agenda Report dated May 16, 2016; and

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

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

1. City Council hereby approves the terms of Amendment No. 1 to the Contract as set forth in the City Council Agenda Report dated May 16, 2016, which Amendment No. 1 amends the Contract approved by City Council by Ordinance No. 40160-012015, adopted on January 20, 2015, and provides for certain undertakings and obligations by RHEA and City.

2. The City Manager is hereby authorized on behalf of the City to execute Amendment No. 1 to the Contract, which provides to extend the new construction commencement date to December 21, 2016, and the completion date of the new construction to January 22, 2018, upon certain terms and conditions as set forth in Amendment No. 1 to the Contract attached to the City Council Agenda Report dated May 16, 2016. Such Amendment No. 1 to the Contract is to be substantially similar to the one attached to such Report, and in a form approved by the City Attorney.

3. The City Manager is further authorized to negotiate, execute, deliver, and implement such further documents and agreements and take such further actions as may be necessary to implement, administer, and enforce such Amendment No. 1 to the Contract, and to negotiate, execute, deliver, and implement any other agreements or documents related to this matter.

4. Ordinance No. 40160-012015, adopted January 20, 2015, is hereby reordained to the extent that such Ordinance is not inconsistent with this Ordinance. In the event of any inconsistency, the provisions of this Ordinance shall control.

5. Pursuant to the provisions of Section 12 of the City Charter, the second reading 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: May 16, 2016
Subject: Authorization to Refund Bonds

Background:

The City's Debt Policy establishes the parameters for issuing debt and managing the debt portfolio. It provides guidance regarding the purposes for which debt may be issued, types and amounts of permissible debt and methods of sale that may be utilized. The City may issue refunding bonds to realize net present value savings, eliminate burdensome covenants or provisions in outstanding bond documents, or respond to financial emergencies or hardships. The City's goal will be to obtain net present value savings, net of issuance costs, at a minimum of three percent of the principal amount of the refunded bonds, and to remain compliant with the City's Debt Policies.

Refunding Candidates:

In order to achieve the best possible net present value savings outcome, the City, along with Public Financial Management, Inc. (PFM), the City's financial management advisors, will review all outstanding issues of general obligation public improvement and refunding bonds to select appropriate candidates for refunding from both a legal and savings opportunity perspective. Accordingly, each of the outstanding issues listed will continue to be evaluated for inclusion or exclusion of refunding bond issues according to the City's policy of a minimum of three percent net present value savings.

The City issued \$5.5 million of Series 2006B bonds dated February 8, 2006, to fund the South Jefferson Redevelopment Project. Series 2006B bonds mature in equal amounts on February 1 in each of the years 2007 through 2026.

The City issued \$44.93 million of Series 2010A Public Improvement and Refunding bonds dated March 11, 2010, to fund the Market Garage renovation and to refund portions of the Series 2002A, 2004B, 2006A and 2008 Public Improvement Bonds. Series 2010A bonds mature in varying amounts on October 1 in each of the years 2010 through 2029.

The City issued \$4.82 million of Series 2010C Public Improvement and Refunding bonds dated August 11, 2010, to fund various projects including schools, digital radio and infrastructure and to refund portions of the Series 2002A Public Improvement Bonds. Series 2010C bonds mature in varying amounts on July 15 in each of the years 2011 through 2025, 2027 and 2030.

The City issued \$5.47 million of Series 2010D bonds dated August 11, 2010, to fund the Market Building renovations. Series 2010D bonds mature in varying amounts on July 15 in each of the years 2011 through 2025, 2027 and 2030.

The City issued \$7.61 million of Series 2012A bonds dated March 14, 2012, to fund various projects including school, buildings, infrastructure and Civic Center improvements. Series 2012A bonds mature in varying amounts on February 1 in each of the years 2013 through 2032.

The City issued \$15.39 million of Series 2012C Refunding bonds dated March 14, 2012, to refund portions of the Series 2004B and 2006A Public Improvement Bonds. Series 2012C refunding bonds mature in varying amounts on February 1 in each of the years 2020 through 2025.

The City issued \$24.58 million of Series 2013A Public Improvement and Refunding bonds dated February 27, 2013, to fund various projects including schools, digital radio and infrastructure and to refund portions of the Series 2006A and 2008 Public Improvement Bonds. Series 2013A bonds mature in varying amounts on July 15 in each of the years 2015 through 2033.

The City issued \$12.01 million of Series 2014A Public Improvement bonds dated March 5, 2014, to fund various projects including schools, a police academy expansion and infrastructure. Series 2014A bonds mature in varying amounts on April 1 in each of the years 2015 through 2034.

The City issued \$25.85 million of Series 2015 Public Improvement and Refunding bonds dated March 25, 2015, to fund various projects including schools and infrastructure and to refund portions of the Series 2008, Series 2008A and Series 2012A Public Improvement Bonds. Series 2015 bonds mature in varying amounts on April 1 in each of the years 2016 through 2035.

Considerations:

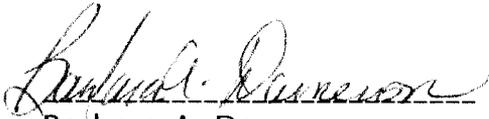
Based upon discussions with the City's financial advisor, Public Financial Management, Inc, the City is currently in the position to generate moderate savings from issuing refunding bonds. As interest rates fluctuate daily, it is important to the success of a refunding that the City be able to act quickly once interest rates savings achieve an acceptable level. Advance authorization is necessary to proactively manage and pursue additional refunding opportunities in a volatile market where conditions can rapidly change from favorable to unfavorable.

Refunding bonds will be considered additional debt in the context of the City's Debt Policy and from rating agencies' perspective only to the extent that a slightly higher level of principal would need to be issued than the amount of bonds being refunded. Additionally, should a refunding take place, to the extent that debt service on bonds is being provided by the Western Virginia Water Authority (WVWA) or the Roanoke City Public Schools (RCPS), funding for

the new bonds also would come from the WVWA and RCPS, resulting in debt service savings for those entities as well as for the City.

Recommended Action:

Adopt the accompanying resolution authorizing the City Manager and the Director of Finance to issue not to exceed \$35 million principal amount in refunding bonds on or before June 30, 2017.



Barbara A. Dameron
Director of Finance

Distribution: Council Appointed Officers
Amelia C. Merchant, Director of Management and Budget
Kristine L. Flynn, Hawkins Delafield & Wood LLP
Kevin Rotty, Managing Director, Public Financial Management, Inc.

McCallister

7.b.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED THIRTY-FIVE MILLION DOLLARS (\$35,000,000) AGGREGATE PRINCIPAL AMOUNT OF CITY OF ROANOKE, VIRGINIA, GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS; AUTHORIZING THE SALE OF SUCH BONDS AT COMPETITIVE OR NEGOTIATED SALE; FIXING THE FORM, DENOMINATION AND CERTAIN OTHER DETAILS OF SUCH BONDS; DELEGATING TO THE CITY MANAGER AND THE DIRECTOR OF FINANCE CERTAIN POWERS WITH RESPECT THERETO, INCLUDING THE POWER TO SELECT THE UNDERWRITERS IF SUCH BONDS ARE SOLD AT NEGOTIATED SALE; AUTHORIZING THE CITY TO ENTER INTO ONE OR MORE BOND PURCHASE CONTRACTS BY AND BETWEEN THE CITY AND SUCH UNDERWRITERS RELATING TO SUCH BONDS; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO EXECUTE AND DELIVER SUCH BOND PURCHASE CONTRACTS; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT AND THE DELIVERY THEREOF TO THE PURCHASERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE RELATING TO SUCH BONDS; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO APPOINT AN ESCROW AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT BY AND BETWEEN THE CITY AND SUCH ESCROW AGENT RELATING TO THE REFUNDED BONDS; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO APPOINT A VERIFICATION AGENT; AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF FINANCE TO DESIGNATE THE REFUNDED BONDS FOR REDEMPTION; AND OTHERWISE PROVIDING WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS AND THE REFUNDING OF THE REFUNDED BONDS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA, AS FOLLOWS:

SECTION I. The Council (the "Council") of the City of Roanoke, Virginia (the "City"), hereby finds and determines as follows:

(a) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered the City's \$5,500,000 aggregate principal amount of General Obligation Public Improvement Bonds, Series 2006B, dated February 8, 2006 (the "Series 2006B Bonds").

(b) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered the City's \$44,925,000 aggregate principal amount of General Obligation Public Improvement and Refunding Bonds, Series 2010A, dated March 11, 2010 (the "Series 2010A Bonds").

(c) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered the City's \$4,820,000 aggregate principal amount of General Obligation Public Improvement and Refunding Bonds, Series 2010C, dated August 11, 2010 (the "Series 2010C Bonds").

(d) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered the City's \$5,470,000 aggregate principal amount of General Obligation Public Improvement Bonds, Series 2010D (Tax-Exempt-Recovery Zone Facility Bonds), dated August 11, 2010 (the "Series 2010D Bonds").

(e) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered the City's \$7,610,000 aggregate principal amount of General Obligation Public Improvement Bonds, Series 2012A, dated March 14, 2012 (the "Series 2012A Bonds").

(f) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered the City's \$15,385,000 aggregate principal amount of General Obligation Public Improvement Refunding Bonds, Series 2012C, dated March 14, 2012 (the "Series 2012C Bonds").

(g) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered by the City's \$24,580,000 aggregate principal amount of General Obligation Public Improvement and Refunding Bonds, Series 2013A, dated February 27, 2013 (the "Series 2013A Bonds").

(h) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered by the City's \$12,010,000 aggregate principal amount of General Obligation Public Improvement and Refunding Bonds, Series 2014A, dated March 4, 2014 (the "Series 2014A Bonds").

(i) Pursuant to the Public Finance Act of 1991, and resolutions adopted by this Council, there were authorized to be issued, sold and delivered by the City's \$25,850,000 aggregate principal amount of General Obligation Public Improvement and Refunding Bonds, Series 2015, dated March 25, 2015 (the "Series 2015 Bonds").

(j) The City has been advised by the City's Financial Advisor that the refunding in advance of their stated maturities of all or a portion of the outstanding Series 2006B Bonds, Series 2010A Bonds, Series 2010C Bonds, Series 2010D Bonds, Series 2012A Bonds, Series 2012C Bonds, Series 2013A Bonds, Series 2014A Bonds, Series 2015 Bonds and certain maturities of certain other currently outstanding issues of general obligation public improvement

bonds of the City may result in annual debt service cost savings to the City, depending upon market conditions, or may enable the City to modify its existing annual debt service structure.

(k) The Council desires to authorize the issuance and sale of General Obligation Public Improvement Refunding Bonds of the City to provide for the refunding in advance of their stated maturities and redemption of all or a portion of the outstanding Series 2006B Bonds, Series 2010A Bonds, Series 2010C Bonds, Series 2010D Bonds, Series 2012A Bonds, Series 2012C Bonds, Series 2013A Bonds, Series 2014A Bonds, Series 2015 Bonds and certain maturities of such other outstanding general obligation public improvement bonds, the refunding of which shall be recommended by the City's Financial Advisor (such bonds to be refunded in advance of their stated maturities being referred to hereinafter as the "Refunded Bonds").

(l) Pursuant to Article 5 of the Public Finance Act of 1991, the City is authorized to issue refunding bonds to refund all or a portion of its outstanding bonds in advance of their stated maturities.

(m) In the judgment of this Council, it is necessary and expedient to authorize the issuance and sale of not to exceed Thirty-Five Million Dollars (\$35,000,000) aggregate principal amount of General Obligation Public Improvement Refunding Bonds for the purpose of refunding all or a portion of the Refunded Bonds and paying the costs related to the issuance of such General Obligation Public Improvement Refunding Bonds.

SECTION 2. (a) Pursuant to the Public Finance Act of 1991, including in particular Title 15.2, Chapter 26, Article 5, Section 15.2-2643 *et seq.*, of the Code of Virginia, 1950, as amended, for the purpose of providing funds to refund the Refunded Bonds in advance of their stated maturities and to pay the costs of issuance of the Bonds (as defined herein), there are hereby authorized to be issued, sold and delivered in one or more series from time to time not to exceed Thirty-Five Million Dollars (\$35,000,000) aggregate principal amount of general obligation refunding bonds of the City which shall be designated and known as "City of Roanoke, Virginia, General Obligation Public Improvement Refunding Bonds" (referred to herein as the "Bonds").

(b) The Bonds shall be issued in their entirety at one time, or from time to time in part in series, as shall be determined by the Director of Finance. There shall be added to the designation of the Bonds a series designation determined by the Director of Finance. The Bonds shall be issued in fully registered form in the denomination of \$5,000 each or any integral multiple thereof. The Bonds of a given series shall be numbered from No. R-1 upwards in order of issuance. The Bonds shall bear interest from their date payable on such date and semiannually thereafter as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof. The Bonds shall be issued in such aggregate principal amount (not exceeding in the aggregate the principal amount specified in Section 2(a) hereof); and shall mature on such dates and in such years (but in no event exceeding forty (40) years from their date or dates), and in the principal amount in each such year, determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof.

Interest on the Bonds shall be calculated on the basis of a three hundred and sixty (360) day year comprised of twelve (12) thirty (30) day months.

(c) The Bonds (or portions thereof in installments of \$5,000) may be made subject to redemption at the option of the City prior to their stated maturities, in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity to be redeemed shall be selected by lot), upon payment of such redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with the interest accrued thereon to the date fixed for the redemption thereof, as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof.

(d) (i) If any Bond (or any portion of the principal amount thereof in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such Bond, the date and place or places fixed for its redemption, and if less than the entire principal amount of such Bond is to be redeemed, that such Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new Bond or Bonds issued equalling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the registered owner thereof at his address as it appears on the books of registry kept by the Registrar as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of any Bond shall have been given as aforesaid, and payment of the principal amount of such Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest payable upon such redemption shall have been duly made or provided for, interest thereon shall cease to accrue from and after the date so specified for the redemption thereof.

(ii) Any notice of the optional redemption of the Bonds may state that it is conditioned upon there being on deposit with the City on the date fixed for the redemption thereof an amount of money sufficient to pay the redemption price of such Bonds, together with the interest accrued thereon to the date fixed for the redemption thereof, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of such Bonds, together with the interest accrued thereon, is due and payable if any such condition so specified is not satisfied. If a redemption of any Bonds does not occur after a conditional notice is given due to there not being on deposit with the City a sufficient amount of money to pay the redemption price of such Bonds, together with the interest accrued thereon to the date fixed for the redemption thereof, the corresponding notice of redemption shall be deemed to be revoked.

(iii) So long as the Bonds are in book-entry only form, any notice of redemption shall be given only to The Depository Trust Company, New York, New York ("DTC"), or to its nominee. The City shall not be responsible for providing any beneficial owner of the Bonds any notice of redemption.

SECTION 3. The full faith and credit of the City shall be and is irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due. In

each year while the Bonds, or any of them, are outstanding and unpaid, this Council is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and interest on the Bonds to the extent other funds of the City are not lawfully available and appropriated for such purpose.

SECTION 4. (a) The Bonds shall be executed, for and on behalf of the City, by the manual or facsimile signature of the Mayor of the City and shall have a facsimile of the corporate seal of the City imprinted thereon, attested by the manual or facsimile signature of the City Clerk of the City.

(b) The Director of Finance is hereby authorized to appoint a Registrar and Paying Agent for the Bonds (the "Registrar").

(c) The Director of Finance shall direct the Registrar to authenticate the Bonds and no Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication endorsed on each Bond shall have been manually executed by an authorized signator of the Registrar. Upon the authentication of any Bonds the Registrar shall insert in the certificate of authentication the date as of which such Bonds are authenticated as follows: (i) if a Bond is authenticated prior to the first interest payment date, the certificate shall be dated as of the date of the initial issuance and delivery of the Bonds of the series of Bonds of which such Bond is one, (ii) if a Bond is authenticated upon an interest payment date, the certificate shall be dated as of such interest payment date, (iii) if a Bond is authenticated after the fifteenth (15th) day of the calendar month next preceding an interest payment date and prior to such interest payment date, the certificate shall be dated as of such interest payment date and (iv) in all other instances the certificate shall be dated as of the interest payment date next preceding the date upon which the Bond is authenticated. In the event the dates on which interest is payable on the Bonds of any series are other than the first days of calendar months, the provisions of this Section 4(c) with regard to the authentication of such Bonds and of Section 10 with regard to the form of such Bonds shall be modified as the Director of Finance shall determine to be necessary or appropriate.

(d) The execution and authentication of the Bonds in the manner above set forth is adopted as a due and sufficient authentication of the Bonds.

SECTION 5. (a) The principal of and interest on the Bonds shall be payable in such coin or currency of the United States of America as at the respective dates of payment thereof is legal tender for public and private debts at the office of the Registrar. Interest on the Bonds shall be payable by check mailed by the Registrar to the registered owners of such Bonds at their respective addresses as such addresses appear on the books of registry kept pursuant to this Section 5; *provided, however*, that so long as the Bonds are in book-entry form and registered in the name of Cede & Co., as nominee of DTC, or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, interest on the Bonds shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer.

(b) At all times during which any Bond of any series remains outstanding and unpaid, the Registrar for such series shall keep or cause to be kept at its office books of registry for the registration, exchange and transfer of Bonds of such series. Upon presentation at its office for such purpose, the Registrar, under such reasonable regulations as it may prescribe, shall register, exchange or transfer, or cause to be registered, exchanged or transferred, on the books of registry the Bonds as hereinbefore set forth.

(c) The books of registry shall at all times be open for inspection by the City or any duly authorized officer thereof.

(d) Any Bond may be exchanged at the office of the Registrar for such series of Bonds for a like aggregate principal amount of such Bonds in other authorized principal sums of the same series, interest rate and maturity.

(e) Any Bond of any series may, in accordance with its terms, be transferred upon the books of registry by the person in whose name it is registered, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or by his duly authorized attorney, in form satisfactory to the Registrar.

(f) All transfers or exchanges pursuant to this Section 5 shall be made without expense to the registered owners of such Bonds, except as otherwise herein provided, and except that the Registrar for such series of Bonds shall require the payment by the registered owner of the Bond requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All Bonds surrendered pursuant to this Section 5 shall be cancelled.

(g) (i) The Bonds shall be issued in full book-entry form. One Bond representing each maturity of each series of the Bonds will be issued to and registered in the name of Cede & Co., as nominee of DTC, or such other nominee of DTC as may be requested by an authorized representative of DTC, as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased.

(ii) Principal and interest payments on the Bonds will be made by the Registrar to DTC or its nominee, Cede & Co., or such other nominee of DTC as may be requested by an authorized representative of DTC, as registered owner of the Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Bonds. Transfers of principal and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Bonds.

(iii) The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Bonds.

SECTION 6. (a) CUSIP identification numbers may be printed on the Bonds, but no such number shall constitute a part of the contract evidenced by the particular Bond upon which it is printed; no liability shall attach to the City or any officer or agent thereof (including any paying agent for the Bonds) by reason of such numbers or any use made thereof (including any use thereof made by the City, any such officer or any such agent) or by reason of any inaccuracy, error or omission with respect thereto or in such use; and any inaccuracy, error or omission with respect to such numbers shall not constitute cause for failure or refusal by a purchaser of any Bonds to accept delivery of and pay for such Bonds. All expenses in connection with the assignment and printing of CUSIP numbers on the Bonds shall be paid by the initial purchasers of the Bonds.

(b) A copy of the final legal opinion with respect to the Bonds, with the name of the attorney or attorneys rendering the same, together with a certification of the City Clerk, executed by a facsimile signature of that officer, to the effect that such copy is a true and complete copy (except for letterhead and date) of the legal opinion which was dated as of the date of delivery of and payment for the Bonds, may be printed on the Bonds.

SECTION 7. To the extent it shall be contemplated at the time of their issuance that the interest on any Bonds issued hereunder shall be excludable from gross income for purposes of federal income taxation, the City covenants and agrees to comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder throughout the term of the Bonds.

SECTION 8. (a) Pursuant to the authority of and for the purposes specified herein, this Council hereby authorizes the City Manager and the Director of Finance, without further action of this Council, to sell the Bonds in one or more series in accordance with Section 2 at competitive or negotiated sale, on or before June 30, 2017, at a price not less than ninety-seven percent (97%) of the aggregate principal amount of the Bonds, plus accrued interest, if any, from the date of the Bonds to the date of delivery thereof and payment therefor; *provided, however*, that a series of the Bonds may be sold, whether at competitive or negotiated sale, only if the refunding of the Refunded Bonds will result in net present value savings to the City of not less than three percent (3%), based on the principal amount of the related Refunded Bonds, *provided further* that no net present value savings shall be required in connection with the sale of a series of the Bonds to be issued for the purpose of modifying the City's existing annual debt service structure. The Bonds may be issued as taxable or tax-exempt Bonds and shall bear interest at such rates per annum as shall be approved by the City Manager and the Director of Finance; *provided, however*, in no event shall the true interest rate for the Bonds of any series exceed five percent (5.00%); and *provided further* in no event shall the premium payable by the City upon the redemption of the Bonds of any Series exceed two percent (2%) of the principal amount thereof, except that any taxable Bonds issued may be subject to redemption at a redemption price

that includes a make-whole premium, as may be determined by the City Manager and the Director of Finance at the time of sale of any such taxable Bonds.

(b) If the Bonds are sold at competitive sale, they may be sold contemporaneously with other bonds of the City under a combined Official Notice of Sale. If the Bonds are sold at competitive sale, the Director of Finance is hereby authorized to cause to be published and disseminated (via electronic means or otherwise) an Official Notice of Sale of the Refunding Bonds in such form and containing such terms and conditions as the Director of Finance may deem advisable, subject to the provisions hereof.

(c) If the Bonds are sold at negotiated sale, the City Manager and the Director of Finance are hereby authorized to select the underwriters for the Bonds of each series (the "Underwriters") and to sell the Bonds of each series at a negotiated sale to the Underwriters selected by the City Manager and the Director of Finance, and either or both of the City Manager and the Director of Finance are authorized to execute and deliver to the Underwriters one or more Bond Purchase Contracts relating to the sale of the Bonds by the City to such Underwriters.

(d) The City Manager and the Director of Finance are hereby authorized to cause to be prepared and deliver to the purchasers of the Bonds a Preliminary Official Statement and a final Official Statement relating to the Bonds on or before the dates specified in the Bond Purchase Contract. The City Manager and the Director of Finance are hereby further authorized to certify that the Preliminary Official Statement for the Bonds authorized hereunder is "deemed final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). The Mayor of the City is hereby authorized to execute the final Official Statement on behalf of the City.

(e) The City Manager and the Director of Finance are hereby authorized to execute and deliver to the purchasers of the Bonds a Continuing Disclosure Certificate relating to the Bonds evidencing the City's undertaking to comply with the continuing disclosure requirements of Paragraph (b)(5) of Rule 15c2-12 in such form as shall be approved by the City Manager and the Director of Finance upon advice of counsel (including the City Attorney or Bond Counsel), such approval to be conclusively evidenced by their execution and delivery thereof.

(f) All actions and proceedings heretofore taken by this Council, the City Manager, the Director of Finance and the other officers, employees, agents and attorneys of and for the City in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

SECTION 9. (a) The City Manager and the Director of Finance are hereby authorized to enter into an Escrow Deposit Agreement in the form customarily entered into by the City in connection with advance refunding transactions providing for the redemption of the Refunded Bonds (the "Escrow Deposit Agreement") and to appoint an Escrow Agent to serve under the Escrow Deposit Agreement. The City Manager and the Director of Finance are hereby authorized to appoint a verification agent to verify the mathematical accuracy of computations relating to the Bonds and the Refunded Bonds.

(b) The City Manager and the Director of Finance, or either of them, are hereby authorized to execute, on behalf of the City, subscriptions or purchase agreements for the securities to be purchased by the Escrow Agent from moneys deposited in the Escrow Deposit Fund created and established under the Escrow Deposit Agreement. Such securities so purchased shall be held by the Escrow Agent under and in accordance with the provisions of the Escrow Deposit Agreement. The City Manager and the Director of Finance, or either of them, are hereby authorized to sell any securities held by the Escrow Agent under and in accordance with the provisions of the Escrow Deposit Agreement and to purchase securities in lieu of and in substitution therefor.

(c) Subject to the sale and receipt of the proceeds of the Bonds, the City Manager and the Director of Finance are hereby authorized to designate the Refunded Bonds for redemption on such date or dates as they shall determine and are hereby further authorized to direct the Escrow Agent to cause notices of the redemption of the Refunded Bonds on such date or dates to be given in accordance with the provisions of the proceedings authorizing the issuance of the Refunded Bonds.

SECTION 10. The Bonds, the certificate of authentication of the Registrar, and the assignment endorsed on the Bonds, shall be substantially in the forms set forth in Exhibit A attached hereto.

SECTION 11. The City Clerk is hereby directed to file a copy of this Resolution, certified by such City Clerk to be a true copy hereof, with the Circuit Court of the City of Roanoke, Virginia, all in accordance with Section 15.2-2607 of the Code of Virginia, 1950, as amended (the same being the Public Finance Act of 1991, as amended).

SECTION 12. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed.

ATTEST:

City Clerk.

EXHIBIT A

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
CITY OF ROANOKE
GENERAL OBLIGATION PUBLIC
IMPROVEMENT REFUNDING BOND
SERIES _____**

No. R-__ \$ _____

MATURITY DATE: INTEREST RATE: DATE OF BOND: CUSIP NO:

REGISTERED OWNER:

PRINCIPAL SUM: _____ **DOLLARS**

KNOW ALL MEN BY THESE PRESENTS, that the City of Roanoke, in the Commonwealth of Virginia (the "City"), for value received, acknowledges itself indebted and hereby promises to pay to the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above) (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of the redemption price duly made or provided for), the Principal Sum (specified above), and to pay interest on such Principal Sum on _____ and semiannually on each _____ and _____ thereafter (each such date is hereinafter referred to as an "interest payment date"), from the date hereof or from the interest payment date next preceding the date of authentication hereof to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such interest payment date, or unless such date of authentication is within the period from the sixteenth (16th) day to the last day of the calendar month next preceding the following interest payment date, in which case from such following interest payment date, such interest to be paid until the maturity or redemption hereof at the Interest Rate (specified above) per annum, by check mailed by the Paying Agent hereinafter mentioned to the Registered Owner in whose name this Bond is registered upon the books of registry, as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date; *provided, however,* that so long as this Bond is in book-entry only form and registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, interest on this Bond shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer. Interest on this Bond shall be calculated on the basis of a three hundred and sixty (360) day year comprised of twelve (12) thirty (30) day months.

The principal of this Bond is payable on presentation and surrender hereof at the office of _____, as the Registrar and Paying Agent, in the City of _____, _____. Principal of and interest on this Bond are payable in any

coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for public and private debts.

This Bond is one of a series of Bonds of like date, denomination and tenor except as to number, interest rate and maturity, and is issued for the purpose of providing funds to refund in advance of their stated maturities certain general obligation public improvement bonds heretofore issued by the City to pay the costs of public improvement projects of and for the City. This Bond is issued under and pursuant to and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, including Chapter 26 of Title 15.2 of the Code of Virginia, 1950, as amended (the same being the Public Finance Act of 1991, as amended), and a resolution and other proceedings of the Council of the City duly adopted and taken under the Public Finance Act of 1991.

The Bonds of the series of which this Bond is one (or portions thereof in installments of \$5,000) maturing on and after _____, _____ are subject to redemption at the option of the City prior to their stated maturities, on or after _____, _____, in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity to be redeemed shall be selected by lot), upon payment of a redemption price equal to the principal amount of the Bonds to be redeemed, together with the interest accrued thereon to the date fixed for the redemption thereof.

The Bonds of the series of which this Bond is one maturing on _____, _____ are subject to mandatory sinking fund redemption on _____, _____ and on each _____ thereafter and to payment at maturity on _____, _____ in the principal amounts in each year set forth below, in the case of redemption with the particular Bonds or Bonds or portions thereof to be redeemed to be selected by lot, upon payment of the principal amount of the Bonds to be redeemed, together with the interest accrued on the principal amount to be redeemed to the date fixed for the redemption thereof:

Year (_____)	<u>Principal Amount</u>
	\$

The City, at its option, may credit against such mandatory sinking fund redemption requirement the principal amount of any Bonds maturing on _____, _____ which have been purchased and cancelled by the City or which have been redeemed and not theretofore applied as a credit against such mandatory sinking fund redemption requirement.

If this Bond is redeemable and this Bond (or any portion of the principal amount hereof in installments of \$5,000) shall be called for redemption, notice of the redemption hereof, specifying the date, number and maturity of this Bond, the date and place or places fixed for its redemption, and if less than the entire principal amount of this Bond is to be redeemed, that this Bond must be surrendered in exchange for the principal amount hereof to be redeemed and a new

Bond or Bonds issued equalling in principal amount that portion of the principal amount hereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the Registered Owner hereof at his address as it appears on the books of registry kept by the Registrar as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of this Bond (or the portion of the principal amount hereof to be redeemed) shall have been given as aforesaid, and payment of the principal amount of this Bond (or the portion of the principal amount hereof to be redeemed) and of the accrued interest payable upon such redemption shall have been duly made or provided for, interest hereon shall cease to accrue from and after the date so specified for the redemption hereof.

Any notice of the optional redemption of this Bond may state that it is conditioned upon there being on deposit with the City on the date fixed for the redemption hereof an amount of money sufficient to pay the redemption price of this Bond, together with the interest accrued thereon to the date fixed for the redemption hereof, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of this Bond, together with the interest accrued thereon. is due and payable if any such condition so specified is not satisfied. If a redemption of this Bond does not occur after a conditional notice is given due to there not being on deposit with the City a sufficient amount of money to pay the redemption price of this Bond, together with the interest accrued thereon to the date fixed for the redemption hereof, the corresponding notice of redemption shall be deemed to be revoked.

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, this Bond may be exchanged at the office of the Registrar for a like aggregate principal amount of Bonds of other authorized principal amounts and of the same series, interest rate and maturity. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, on the books of registry kept by the Registrar for such purpose at the office of the Registrar but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, and upon the surrender hereof for cancellation. Upon such transfer a new Bond or Bonds of authorized denominations and of the same aggregate principal amount, series, interest rate and maturity as the Bond surrendered, will be issued to the transferee in exchange herefor.

This Bond shall not be valid or obligatory unless the certificate of authentication hereon shall have been manually signed by the Registrar.

The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on this Bond as the same become due. In each year while this Bond is outstanding and unpaid, the Council of the City is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay the principal of and interest on this Bond to the extent other funds of the City are not lawfully available and appropriated for such purpose.

It is certified, recited and declared that all acts, conditions and things required to exist, happen or be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City does not exceed any limitation of indebtedness prescribed by the Constitution or statutes of the Commonwealth of Virginia or the Charter of the City.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor; a facsimile of the corporate seal of the City to be imprinted hereon attested by the manual or facsimile signature of the City Clerk of the City; and this Bond to be dated as of the date first above written.

CITY OF ROANOKE, VIRGINIA

Mayor

[SEAL]

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned proceedings.

_____,
as Registrar

By: _____
Authorized Signator

Date of Authentication: _____

ASSIGNMENT

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

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY
OR OTHER TAX IDENTIFYING NUMBER OF TRANSFEREE:

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer such Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange, Inc. or a commercial bank or trust company.

(Signature of Registered Owner)

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the face of this Bond in every particular, without alteration, enlargement or any change whatsoever.

8.a.



**ROANOKE CITY
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City

May 16, 2016

School Board

*Suzanne P. Moore
Chairman*

*Lori E. Vaught
Vice Chairman*

*Mark K. Cathey
William B. Hopkins, Jr.
Annette Lewis
Laura D. Rottenborn
Dick Willis*

*Dr. Rita D. Bishop
Superintendent*

*Cindy H. Poulton
Clerk of the Board*

The Honorable David Bowers, Mayor
and Members of Roanoke City Council
Roanoke, VA 24011

Dear Members of Council:

As a result of official School Board action on Tuesday, May 10, 2016,
the Board respectfully requests that City Council approve the
following appropriation requests:

<u>New Appropriations</u>	<u>Award</u>
IDEA Part B, Selection 611-Special Education, Champions Together 2015-16	\$5,000.00
Risk Management Grant 2015-16	\$2,000.00
GEAR UP Virginia (GUV) Award - Priority Population 2015-16	\$5,000.00
<u>Revised Appropriation</u>	<u>Additional Award</u>
Special Education in Jails 2015-16	\$7,896.11

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

Sincerely,

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Suzanne P. Moore

Rita D. Bishop
Kathleen Jackson
Acquenatta Harris (w/details)



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: School Board Appropriation Request

Background:

As the result of official Roanoke City School Board action at its May 10, 2016 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The IDEA Part B, Section 611 - Special Education, Champions Together 2015-16 grant of \$5,000 provides funds to help build school communities of acceptance and inclusion by engaging students with and without disabilities in interscholastic sports training and competition. Patrick Henry and William Fleming High Schools have been selected to receive funds for the 2015-16 performance periods. This award will be fully reimbursed from federal funds and will end September 30, 2016.

The GEAR UP Virginia (GUV) Award for Priority Population 2015-16 grant of \$5,000 provides funds for students who are homeless, as defined by the McKinney-Vento Act. This award provides support to homeless high school seniors as they prepare for life after high school and enter postsecondary education. Patrick Henry and William Fleming High Schools have been selected to receive funds for the 2015-16 performance periods. The program will be fully reimbursed by state funds for expenditures through August 31, 2016. This is a continuing program.

The Risk Management 2015-16 grant of \$2,000 is awarded by the Virginia Municipal League Insurance Programs (VMLIP) to assist members who implement initiatives to address current hazards and risk, and improve risk management efforts through risk guideline implementation. In particular, these funds will be used to install LED lighting at the bus circle and entrance alcove at Virginia Heights Elementary. This grant will be fully reimbursed by VMLIP and will end June 30, 2016.

The Special Education in Jails 2015-16 grant of \$7,896 provides state funding for a special education teacher and associated administrative support at the Roanoke City Jail. This is a revision to the original award allocation, will be fully reimbursed by state funds for expenditures through March 31, 2016. This is a continuing program.

Recommended Action:

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

A handwritten signature in black ink, appearing to read "Barbara A. Dameron". The signature is fluid and cursive, written over a horizontal line.

Barbara A. Dameron
Director of Finance

Distribution: Council Appointed Officers

Rita D. Bishop, Superintendent, RCPS

P. Steve Barnett, Assistant Superintendent for Operations, RCPS

Kathleen M. Jackson, Chief Financial Officer, RCPS

8.0.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal Government and the Commonwealth grants for various educational programs, amending and reordaining certain sections of the 2015-2016 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 2015-2016 School Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations		
Supplement	302-120-0000-0390-112K-61100-41129-3-02	\$ 2,500
Supplement	302-120-0000-0400-112K-61100-41129-3-02	2,500
Coordinator	302-110-0000-0390-310K-61210-41138-3-00	250
Case Management Services	302-110-0000-0390-310K-61210-41128-3-00	300
FICA	302-110-0000-0390-310K-61210-42201-3-00	42
Travel	302-110-0000-0390-310K-61210-45550-3-00	500
Materials/Supplies	302-110-0000-0390-310K-61210-46001-3-00	1,000
Professional Development	302-110-0000-0390-310K-61210-43313-3-00	408
School Coordinator Supplement	302-110-0000-0400-310K-61210-41138-3-00	250
School Data Coordinator	302-110-0000-0400-310K-61210-41128-3-00	300
Supplement		
FICA	302-110-0000-0400-310K-61210-42201-3-00	42
Travel	302-110-0000-0400-310K-61210-45550-3-00	500
Materials/Supplies	302-110-0000-0400-310K-61210-46001-3-00	1,000
Professional Development	302-110-0000-0400-310K-61210-43313-3-00	408
Capital Outlay Additions	302-251-0000-0070-745K-64200-48821-2-00	2,000
Machinery & Equipment		
0.5 FTE Administrative Support	302-120-0000-1050-330K-61410-41151-9-09	7,896
Revenues		
Federal Grant Receipts	302-000-0000-0000-112K-00000-38027-0-00	\$ 5,000
State Grant Receipts	302-000-0000-0000-310K-00000-32461-0-00	5,000
Local/Other Revenue	302-000-0000-0000-745K-00000-33815-0-00	2,000
State Grant Receipts	302-000-0000-0000-330K-00000-32418-0-00	7,896

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

ATTEST:

City Clerk.

B.B.



**ROANOKE CITY
PUBLIC SCHOOLS**

Strong Students. Strong Schools. Strong City

May 16, 2016

The Honorable David Bowers, Mayor
and Members of Roanoke City Council
Roanoke, VA 24011

Dear Members of Council:

As a result of official School Board action on Tuesday, May 10, 2016,
the Board respectfully requests that City Council approve the
amendment to the 2015-16 Budget as outlined on the attached.

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

Sincerely,

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Suzanne P. Moore

Rita D. Bishop
Kathleen Jackson
Acquenatta Harris (w/details)

School Board

*Suzanne P. Moore
Chairman*

*Lori E. Vaught
Vice Chairman*

*Mark K. Cathey
William B. Hopkins, Jr.
Annette Lewis
Laura D. Rottenborn
Dick Willis*

*Dr. Rita D. Bishop
Superintendent*

*Cindy H. Poulton
Clerk of the Board*

2015-16 Revenue Budget

	Current Budget	Change Requested	Amended Budget
State & Other Revenue	\$77,860,534	\$0	\$77,860,534
City Funds	\$76,579,200	\$1,226,000	\$77,805,200
Interfund Transfer to Athletics	(\$1,700,000)	(\$50,000)	(\$1,750,000)
Interfund Transfer From Food Service	\$300,000	\$0	\$300,000
Total General Fund Before Use of Fund Balance	\$153,039,734	\$1,176,000	\$154,215,734
Funds Required from Fund Balance	\$7,835,469	(\$1,176,000)	\$6,659,469
General Fund	\$160,875,203	\$0	\$160,875,203
Food Services Fund	\$7,152,836	\$1,000,000	\$8,152,836
Athletics Fund	\$1,800,000	\$100,000	\$1,900,000
TOTAL ALL FUNDS	\$169,828,039	\$1,100,000	\$170,928,039

2015-16 Expenditure Budget

	Current Budget	Change Requested	Amended Budget
General Fund	\$160,875,203	\$0	\$160,875,203
Food Services Fund	\$7,152,836	\$1,000,000	\$8,152,836
Athletics Fund	\$1,800,000	\$100,000	\$1,900,000
TOTAL ALL FUNDS	\$169,828,039	\$1,100,000	\$170,928,039



CITY COUNCIL AGENDA REPORT

8.b.

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Amendment to the Roanoke City Public Schools (RCPS) FY2015-2016 Categorical Budget

Background:

On May 10, 2016, the School Board approved an amendment to the RCPS FY 2015-2016 Categorical Budget for the General Fund, the Food Service Fund and the Athletics Fund. The amendments are as follows:

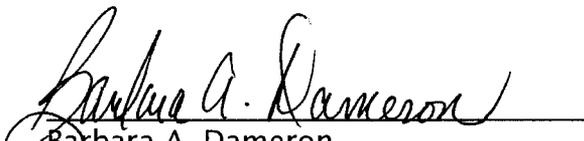
	ADOPTED CATEGORICAL BUDGET	AMENDED CATEGORICAL BUDGET	DIFFERENCE ADOPT / AMENDED
GENERAL FUND			
REVENUE CATEGORY			
STATE AND OTHER REVENUES	\$ 77,860,534	\$ 77,860,534	\$ -
CITY REVENUES	76,579,200	77,805,200	1,226,000
INTERFUND TRANSFER FROM FOOD SERVICE	<u>300,000</u>	<u>300,000</u>	<u>-</u>
TOTAL REVENUES	\$ 154,739,734	\$ 155,965,734	\$ 1,226,000
EXPENDITURE CATEGORY			
INSTRUCTION	\$ 106,166,244	\$ 106,166,244	\$ -
ADMINISTRATION/ATTENDANCE AND HEALTH	13,079,666	13,079,666	-
TRANSPORTATION	10,862,050	10,862,050	-
INTERFUND TRANSFER TO ATHLETICS	1,700,000	1,750,000	50,000
OPERATIONS AND FACILITIES	15,513,119	15,513,119	-
DEBT SERVICE	<u>15,254,124</u>	<u>15,254,124</u>	<u>-</u>
TOTAL EXPENDITURES	\$ 162,575,203	\$ 162,625,203	\$ -
FUND BALANCE	\$ (7,835,469)	\$ (6,659,469)	\$ 1,176,000
	ADOPTED CATEGORICAL BUDGET	AMENDED CATEGORICAL BUDGET	DIFFERENCE ADOPT / AMENDED
FOOD SERVICE FUND			
REVENUES	\$ 7,152,836	\$ 8,152,836	\$ 1,000,000
EXPENDITURES	\$ 7,152,836	\$ 8,152,836	\$ 1,000,000
ATHLETICS FUND			
REVENUES	\$ 1,800,000	\$ 1,900,000	\$ 100,000
EXPENDITURES	\$ 1,800,000	\$ 1,900,000	\$ 100,000

Considerations

An increase to the City revenue budget is required to align with the City of Roanoke's budget adopted by Roanoke City Council. The City of Roanoke budget was adopted after the School Board was required to have its budget prepared. The Athletics Fund increase is due to higher travel cost for athletic competitions. RCPS was accepted into the Community Eligibility Provision (CEP) for National School Lunch Program and School Breakfast Program. Since being accepted, the Food Service Fund experienced a significant increase in the number of meals served.

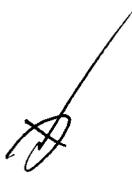
Recommended Action:

We recommend that you concur with this report of the School Board and adopt the amendment to the 2015-16 Categorical Budget. Adopt the accompanying budget ordinance to increase revenues and expenditures of the School Board General, Food Service and Athletics Funds.


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 adopt an amendment to the 2015-2016 School Board Categorical Budget, amending and reordaining certain sections of the School General, School Food Service and School Athletics Funds 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 2015-2016 School General, School Food Service and School Athletics Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

School General Fund	
Interfund Transfer to Athletics	\$ 50,000
City Fund Revenue	1,226,000
Fund Balance	1,176,000
School Food Services Fund	
Appropriations	\$ 1,000,000
Revenues	1,000,000
School Athletics Fund	
Appropriations	\$ 100,000
Revenues	50,000
Interfund Transfer from General Fund	50,000

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.

Halpern

10, a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION supporting roll on/roll off accommodations for bicycles on Amtrak passenger rail service to Roanoke.

WHEREAS, the City of Roanoke is a Bicycle Friendly Community as designated by the League of American Bicyclists;

WHEREAS, the Downtown Roanoke Intermodal Transportation Study identifies the different modes of transportation and forms of vehicle, pedestrian, and bicycle access that should be accommodated with an intermodal transportation facility;

WHEREAS, the 2012 Bikeway Plan for the Roanoke Valley Area Metropolitan Planning Organization represents a coordinated effort by the Roanoke Valley Transportation Planning Organization and local jurisdictions to facilitate development of a regional transportation network that accommodates and encourages bicycling as an alternative mode of travel;

WHEREAS, the 2014 Livable Roanoke Valley Plan emphasizes non-motorized transportation, such as bicycling, as a way to achieve both transportation and public health goals at the same time;

WHEREAS, Amtrak passenger rail service is anticipated to return to Roanoke in 2017;
and

WHEREAS, including roll on/roll off bicycle accommodations when rail service is extended to Roanoke would encourage the use of bicycles by Amtrak rail passengers and encourage bicycle transportation and tourism.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that it supports roll on/roll off accommodations for bicycles and encourages the Commonwealth of Virginia Department of Rail and Public Transportation to work with Amtrak to facilitate the implementation of roll on/roll off bicycle accommodations when passenger rail service is extended to Roanoke.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: May 16, 2016

Subject: Application by Viamac, Inc., and 3675 Orange Avenue, LLC, to repeal existing conditions proffered as part of rezonings at 3659 Orange Avenue, N.E., and 3675 Orange Avenue, N.E., bearing Official Tax Map Nos. 7110122 and 7110106, respectively, and to adopt new conditions for both parcels.

Recommendation

The Planning Commission held a public hearing on Monday, May 9, 2016. By a vote of 4 - 0 the Commission recommended approval of the rezoning request, finding that the Amended Application No.1 is consistent with the City's Comprehensive Plan, *Hollins/Wildwood Area Plan*, and Zoning Ordinance as it amends conditions on the properties to allow for continued development of the site in a manner appropriate to the surrounding area.

Application Information

Request:	Amendment of Proffered Conditions
Owner:	Viamac, Inc 3675 Orange Ave, LLC
Applicant:	N/A
Authorized Agent:	C. Cooper Youell, IV, Whitlow & Youell PLC
City Staff Person:	Katharine Gray, Land Use and Urban Design Planner
Site Address/Location:	3659 Orange Avenue, N.E., and 3675 Orange Avenue, N.E.
Official Tax No.:	7110122 and 7110106, respectively
Site Area:	Approximately 3.1320 acres and 2.0079 acres, respectively
Existing Zoning:	CG, Commercial - General District, with conditions
Proposed Zoning:	CG, Commercial - General District, with conditions
Existing Land Use:	Vacant and Flower shop
Proposed Land Use:	Car wash
Neighborhood Plan:	Hollins/Wildwood Area Plan
Specified Future Land Use:	General Commercial
Filing Date:	Original Application: March 28, 2016 Amended Application No.1: April 18, 2016

Background

These two properties at the northeastern edge of the the City of Roanoke along Orange Avenue were changed through separate rezoning actions to CG, General Commercial, with conditions.

The property identified as Official Tax No. 7110106 was changed to be a two acre parcel as a result of a 1991 rezoning of the tract from RS-3, Residential Single-Family District, to C-2, General Commercial District, for the purpose of allowing commercial use of the previously residential building. Proffered conditions on that property required the subdivision described above and restricted the use of the property to a commercial flower shop. The property was subsequently used as a commercial flower shop.

The property identified as Official Tax No. 7110122 was rezoned in 2004 from RS-3, Residential Single-Family District, to C-2, General Commercial District. Proffered conditions on that property restricted uses to particular uses, required that the first use be a restaurant, limited the curb cut to Orange Avenue to one, limited freestanding signs to two, required stormwater detention be underground, required a certain amount and density of landscaping in certain locations; and limited the number of parking spaces on the property located between the face of any building and Orange Avenue to 25% of the total number of parking spaces on the property. No development of the property occurred after the rezoning.

3675 Orange Avenue, LLC is the owner of the property located at 3675 Orange Avenue, N.E., bearing Official Tax Map Number 7110106. Viamac, Inc. is the owner of the property located at 3659 Orange Avenue, N.E., bearing Official Tax Map Number 7110122. The owners of the properties now wish for a car wash to be built on portions of the two properties. However, the proffered conditions on the two properties will not allow such development.

In March 2016, the Applicants filed two separate applications to amend the existing proffered conditions on each property. In April 2016, the Applicants filed an Amended Application No. 1 combining the requests to amend the proffered conditions for the two parcels into one application and withdrew the application dated March 28, 2016, which related to Official Tax Map No.7110122.

Conditions Requested To Be Repealed and New Conditions to be Enacted by the Applicant

Viamac, Inc. and 3675 Orange Avenue, LLC hereby request that all the proffered conditions accepted by the adoption of Ordinance 36712-060704 and all the proffered conditions accepted by the adoption of Ordinance 30727-102191 be repealed as they pertain to, respectively, Official Tax Map Nos. 7110122 and 7110106.

The applicants have proffered the following conditions be adopted as they pertain to Official Tax Nos. 7110106 and 7110122:

I. That properties shall only be used for the following uses:

PERMITTED USES:

- Hotel or motel
- Business service establishment, not otherwise listed in the table in Section 36.2-315
- Financial institution
- Laboratory, dental, medical or optical
- Laboratory, testing and research
- Medical clinic
- Office, general or professional
- Animal hospital or veterinary clinic, no outdoor pens or runs
- Funeral home
- Mixed-use building
- Bakery, confectionary or similar food production, retail
- Building supplies and materials, retail
- Car wash, not abutting a residential district
- Contractor or tradesman's shop, general or special trade
- Dry cleaning and laundry pick-up station
- Gasoline station
- General service establishment, not otherwise listed in the table in Section 36.2-315
- Internet sales establishment
- Laundromat
- Motor vehicle rental establishment, without inventory on site
- Nursery or greenhouse, commercial
- Personal service establishment, not otherwise listed in the table in Section 36.2-315
- Pet grooming
- Retail sales establishment, not otherwise listed in the table in Section 36.2-315
- Eating establishment
- Eating and drinking establishment not abutting a residential district
- Health and fitness center
- Day care center, adult
- Day care center, child
- Educational facilities, elementary/middle/secondary
- Fire, police, or emergency services
- Government offices or other government facility, not otherwise listed in the table in Section 36.2-315
- Training facility for police, fire, or emergency services
- Wireless telecommunications facility, stealth

SPECIAL EXCEPTION USES:

- Car wash, abutting a residential district
 - Eating and drinking establishment, abutting a residential district
2. The properties shall be served by a single entrance from Orange Avenue and only one entrance is permitted.
 3. The owners of the properties shall provide and maintain landscaping between paved areas and Orange Avenue, N.E., meeting the requirements of Table 648-1 Parking Area Landscaping Standards, Street Frontage Buffering Materials of the Roanoke City Zoning Ordinance.

Considerations

Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	Roanoke County	Office, General or Professional; Dwelling, townhouse or rowhouse; Eating and Drinking Establishment
South	INPUD, Institutional Planned Unit Development; CG, Commercial - General District; CG, Commercial - General District, with conditions	Vacant; Financial Institution; Office, General or Professional
East	INPUD, Institutional Planned Unit Development	Vacant and Place of Worship
West	CG, Commercial - General District, with conditions	Vacant; Eating Establishment; Personal Service Establishment; Office, General or Professional; Retail Sales Establishment

Compliance with the Zoning Ordinance:

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

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

The development is subject to dimensional and development standards of the ordinance and subject to the additional proffers restricting land use, restricting the number of entrances for the two properties to one, and requiring particular landscaping between paved areas and Orange Avenue.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Hollins/Wildwood Area Plan* identify the need for redevelopment of existing commercial properties within existing commercial zoning districts. The repeal of existing proffered conditions and adoption of new proffered conditions will allow the development of the property in a manner appropriate to the surrounding area.

Relevant *Vision 2001-2020* policies:

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

City Design

- New development along the City's edges should promote a positive image of the City by respecting natural features, emphasizing high-quality building design, and incorporating appropriate landscaping.
- Commercial corridors are intended to serve as retail strips for customers from throughout the City and are generally located on arterial roads. They are characterized by linear development on wide roads without bicycle lanes or pedestrian traffic access with excessive signage and curb cuts. Land uses often consist of a variety of business supportive services such as banks, restaurants, furniture stores, and convenience stores, among others.

Commercial Corridor Design Principles:

- Commercial development should be concentrated at key intersections and should encourage higher-density, mixed-use development and live/work space along the road. Curb cuts should be minimized; shared parking lots and on-street parking should be encouraged.
- Site development should be maximized through reduced parking spaces, increased lot coverage, and parcels developed along street frontages.

Relevant *Hollins/Wildwood Area Plan* Policies:

Community Design Policies:

Economic Development Policies and Actions:

- Commercial Corridors: Commercial areas should accommodate competitive businesses that have aesthetic and functional compatibility with adjoining residential areas.
- Orange Avenue: Maintain commercial zoning that will retain existing businesses and attract new establishments.

The use of the property has been designated for commercial use for many years. Proffered conditions exist on the properties as remnants from the previous rezonings in the 1990's and early 2000's that prohibit the development of a business on the properties as desired by the Applicants. The Comprehensive Plan speaks to the importance of new development along the edge of the City creating a positive image of the City by respecting natural features, emphasizing high-quality building design, and incorporating appropriate landscaping. The Zoning Ordinance addresses the quality of the building design for the Commercial General District by requiring development close to the street, entrances and windows on the buildings facing the street, and addressing the scale of buildings. The Applicants have additionally responded by proffering a list of commercial uses appropriate for the area, landscaping along Orange Avenue, and restricting entrances to the parcels to encourage better traffic flow on Orange Avenue. The redevelopment of the property as proposed is appropriate for the area.

Public Comments:

Mr. Lance Mills, 3772 Evan Lane in Roanoke County, owns a property near the parcels repealing existing and adopting new proffered conditions. He stated in a phone conversation with staff on April 21, 2016, that the lay of the land in the rear of the property is a natural stormwater collection point to keep water from running into 460.

Mr. Winston Simmons, 3721 Evan Lane in Roanoke County, owns a property near the parcels repealing existing and adopting new proffered conditions. He stated in a phone conversation with staff on April 21, 2016, that his two concerns are that the property is a watershed and a water collector.

Planning Commission Work Session:

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

- Combine the zoning amendment requests of the two parcels on the first application and withdraw the second application.

- If you chose to amend the proffers on only a portion of 3659 Orange Ave, NE, please provide a metes and bounds description of that portion of the property. If you amend the application to include all of 3659 Orange Ave, NE, then one is not needed.
- Amend the application to reflect the language recommendations in the attached "Guide to Proffered Conditions, requesting repeal of existing proffered conditions and requesting the adoption of new proffered conditions in a specific format.
- A landscaping condition "Provide and maintain landscaping between paved areas and Orange Avenue, N.E., meeting the requirements of Table 648-1 Parking Area Landscaping Standards, Street Frontage Buffering Materials of the Roanoke City Zoning Ordinance." would continue the streetscape treatment required in the Ordinance for landscaping between parking areas and the street for the car detailing area.

The Applicants subsequently filed Amended Application No.1 addressing all of the comments.

Planning Commission Public Hearing:

Chris Craft, President of the Wildwood Civic League, stated that the Wildwood Civic League voted unanimously to request Planning Commission approve the request to rezone the property as presented in Amended Application No. 1 to bring more economic development to their neighborhood.

Kermit Hale /smc

Kermit Hale, Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Ian D. Shaw, Planning Commission Agent
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney
Victor F. Foti, Viamac, Inc
Victor F. Foti, 3675 Orange Ave, LLC
C. Cooper Youell, IV, Whitlow & Youell PLC

Zoning Amendment Application



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

RECEIVED ROANOKE

APR 18 2016

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CITY OF ROANOKE
PLANNING BUILDING #

Date: 4/18/2016

Submission Number Amended Application No. 1

Request (select all that apply):

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

Property Information:

Address: 3659 Orange Avenue, NE and 3675 Orange Avenue, NE

Official Tax No(s): 7110122 and 7110106

Existing Base Zoning: CG, Commercial-General With Conditions Without Conditions
(If multiple zones, please manually enter all districts.)

Ordinance No(s) for Existing Conditions (If applicable): 36712-060704 and 30727-102191

Requested Zoning: CG, Commercial-General With Conditions Without Conditions Proposed Land Use: car wash

Property Owner Information:

Name: Vamac, Inc. and 3675 Orange Avenue, LLC Phone Number: +1 (540) 314-8000

Address: c/o C. Cooper Youell, IV, 28A Kirk Avenue, SW, Roanoke, VA 24011 E-Mail: cyouell@whitlowyouell.com

Clinton A. Youell, President *Clinton A. Youell, Mayor*
Property Owner's Signature:

Applicant Information (if different from owner):

Name: Phone Number:

Address: E-Mail:

Applicant's Signature:

Authorized Agent Information (if applicable):

Name: C. Cooper Youell, IV Phone Number: +1 (540) 904-7836

Address: 28A Kirk Avenue, SW, Roanoke, VA 24011 E-Mail: cyouell@whitlowyouell.com

C. Cooper Youell, IV
Authorized Agent's Signature:

Zoning Amendment Application Checklist



The following must be submitted for all applications:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHITLOW
& YOEELL PLC**
A T T O R N E Y S

Michael S. Whitlow
Direct Dial: (540) 904-7835
mwhitlow@whitlowyouell.com
Direct fax: (866) 684-7835

C. Cooper Youell, IV
Direct Dial: (540) 904-7836
cyouell@whitlowyouell.com
Direct fax: (866) 684-7836

April 18, 2016

HAND DELIVERED

Department of Planning, Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue
Roanoke, VA 24011

Re: Amended Application No. 1 -- 3675 Orange Avenue, LLC and Viamac, Inc.
Withdrawal of Rezoning Amendment Application file by Viamac, Inc.

To whom it may concern:

Enclosed please find Amended Application No. 1 filed on behalf of our client, 3675 Orange Avenue, LLC (the "LLC"), which amends the Rezoning Amendment Application filed by the LLC on March 28, 2016. As reflected in the Amended Application No. 1, Viamac, Inc., also our client, joins in the application with the LLC.

Because Viamac, Inc. has joined the application with the LLC, this letter serves as notice that Viamac, Inc. withdraws the Rezoning Amendment Application it filed March 28, 2016.

Should you have any questions, please give me a call at 904-7836.

Sincerely,

WHITLOW & YOEELL, PLC



C. Cooper Youell, IV

CCY:lyh
Enclosure

RECEIVED

APR 18 2016

**CITY OF ROANOKE
PLANNING BUILDING &
DEVELOPMENT**

{11734/31/00098856.DOC;1 }

Post Office Box 779, Roanoke, Virginia 24004 • 26 W. Kirk Avenue, Roanoke, Virginia 24011

Tel: (540) 904-7830 • www.whitlowyouell.com

Exhibit A to First Amendment to Rezoning Amendment Application Narrative

Viamac, Inc. ("Viamac") and 3675 Orange Avenue, LLC (the "LLC") own adjacent properties located on Orange Avenue.

Viamac owns the property located at 3659 Orange Avenue, NE, in the City of Roanoke, tax map no. 7110122, containing 3.13 acres (the "Viamac Property"). The Viamac Property was rezoned pursuant to that certain Ordinance dated June 7, 2004 and numbered 36712-060704, a copy of which is attached to the Application as Exhibit B-1.

The LLC owns the property located at 3675 Orange Avenue, NE, in the City of Roanoke, tax map no. 7110106, containing 2 acres (the "LLC Property"). The LLC Property was rezoned pursuant to that certain Ordinance dated October 21, 1991 and numbered 30727-102191, a copy of which is attached to the Application as Exhibit B-2.

Viamac and the LLC desire and intend to work together to develop the respective properties. Unfortunately, the existing proffered conditions severely limit what can be done on either parcel. For example, the proffered conditions for the Viamac Property stipulate, in part, that the first developed use must be a restaurant while the proffered conditions applicable to the LLC Property stipulate that the property may only be used as a flower shop.

The LLC intends to file a Special Exception Application to permit the use of the front portion of the LLC Property as a car wash as shown on the Conceptual Site Plan attached to the Application as Exhibit C (the "Concept Plan"). Viamac desires that the development take place and has agreed to convey approximately 0.17 acre of the Viamac Property to the LLC to permit the development as shown on the Concept Plan. In addition, as shown on the Concept Plan, Viamac has agreed to grant the LLC an easement for ingress and egress and both properties will be served via a shared private drive from Orange Avenue. A draft of the deed is attached as Exhibit D.

Because the existing proffered conditions applicable to both properties would prohibit the proposed development of the car wash and are otherwise overly restrictive, the LLC and Viamac desire to repeal the existing conditions applicable to their respective properties and adopt those set forth on Exhibit E.

Because there are no connections to any other roadways from either property, the vehicular impact on the surrounding properties should be non-existent. Although not part of the requested zoning amendment, the parties have had a number of meetings and conversations with Planning Staff and the Zoning Administrator and it is anticipated that the remainder of the LLC Property and the Viamac Property will be developed in concert and will likely include a PUD served by a common private street.

In general, all the properties along the Route 460 corridor in the vicinity of the properties are zoned commercial or industrial and the proposed amendment to the existing Ordinances furthers the intent and purposes of the City's Zoning Ordinances and the Vision 2001-2020 Comprehensive Plan.

Exhibit B-1 to First Amendment to Rezoning Application

See Attached Existing Ordinance to Viamac Property



**CITY OF ROANOKE
OFFICE OF CITY CLERK**

215 Church Avenue, S.W., Room 456

Roanoke, Virginia 24011-1536

Telephone: (540) 853-2541

Fax: (540) 853-1145

E-mail: clerk@city.roanoke.va.us

MARY F. PARKER, CMC
City Clerk

STEPHANIE M. MOON
Deputy City Clerk

SHEILA N. HARTMAN
Assistant City Clerk

June 9, 2003

File #51

Maryellen F. Goodlatte, Attorney
Glenn, Feldmann, Darby & Goodlatte
P. O. Box 2887
Roanoke, Virginia 24001-2887

Dear Ms. Goodlatte:

I am enclosing copy of Ordinance No. 36712-060704 rezoning a certain tract of land located at 3659 Orange Avenue, N. E., containing 3.13 acres, more or less, described as Official Tax No. 7110122, from RS-3, Residential Single-family District, to C-2, General Commercial District, subject to the proffers contained in the Sixth Amended Petition filed in the Office of the City Clerk on June 1, 2004.

The abovereferenced measure was adopted by the Council of the City of Roanoke at a regular meeting which was held on Monday, June 7, 2004, and is in full force and effect upon its passage.

Sincerely,

Mary F. Parker, CMC
City Clerk

MFP:ew

Enclosure

Maryellen F. Goodlatte

June 9, 2004

Page 2

pc: Parkway Wesleyan Church, 3230 King Street, N. E., Roanoke,
Virginia 24012
Ms. Evelyn Keister Gish, 3659 Orange Avenue, N. E., Roanoke,
Virginia 24012
Robert B. Manetta, Chair, City Planning Commission,
2831 Stephenson Avenue, S. W. , Roanoke, Virginia 24014
Darlene L. Burcham, City Manager
Rolanda B. Russell, Assistant City Manager for Community Development
Martha P. Franklin, Secretary, City Planning Commission
Nancy C. Snodgrass, Acting Zoning Administrator
Susan S. Lower, Director, Real Estate Valuation
Karl S. Cooler, Building Commissioner
Philip C. Schirmer, City Engineer
William M. Hackworth, City Attorney
Steven J. Talevi, Assistant City Attorney

104

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

The 7th day of June, 2004.

No. 36712-060704.

AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 711, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant, and dispensing with the second reading of this ordinance by title.

WHEREAS, Fudds of S.W. VA., Inc. has made application to the Council of the City of Roanoke to have the hereinafter described property rezoned from RM-3, Residential Single-Family District, to C-2, General Commercial District, subject to certain conditions proffered by the applicant;

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

WHEREAS, a public hearing was held by City Council on said application at its meeting on May 20, 2004, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning;

WHEREAS, after hearing all parties in interest and citizens, both for and against the proposed rezoning, City Council closed the public hearing;

WHEREAS, the request for rezoning was referred to City Planning staff for review of additional proffers and report to Council no later than Monday, June 21, 2004;

WHEREAS, a Sixth Amended Petition was filed with the City Clerk on June 1, 2004;

and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to the Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing and the public meeting, is of the opinion that the hereinafter described property should be rezoned as herein provided.

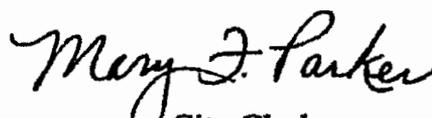
THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 711 of the Sectional 1976 Zone Map, City of Roanoke, be amended in the following particular and no other:

That certain tract of land located at 3659 Orange Avenue, S.E., containing 3.13 acres, more or less, known as Official Tax No. 7110122, and designated on Sheet No. 711 of the Sectional 1976 Zone Map, City of Roanoke, be, and is hereby rezoned from RS-3, Residential Single-Family District, to C-2, General Commercial District, subject to the proffers contained in the Sixth Amended Petition filed in the Office of the City Clerk on June 1, 2004, and that Sheet No. 711 of the Zone Map be changed in this respect.

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

ATTEST:


City Clerk.



Planning Building and Development
Room 166, Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
(540) 853-1730 (Fax) 853-1230
E mail: planning@ci.roanoke.va.us

June 7, 2004

Honorable Ralph K. Smith, Mayor
Honorable C. Nelson Harris, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Beverly T. Fitzpatrick, Jr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Background:

At its public hearing on May 20, 2004, the City Council considered the request of Fudds of S.W.VA, Inc., for property located at 3659 Orange Avenue, N. E., Official Tax No. 7110122, to be rezoned from RS-3, Residential Single Family District, to C-2, General Commercial District, subject to certain conditions proffered by the petitioner as contained in the petitioner's Fifth Amended Petition, filed on April 12, 2004. The City Planning Commission, at its April 15, 2004, public hearing, failed to recommend the rezoning request by a vote of 0-7 because of the petition's lack of clear definition of future use and site development standards that reflected consistency with the policies of *Vision 2001-2020*, the City's comprehensive plan. By motion of City Council the rezoning request was referred to the staff of the Department of Planning Building and Development for review of additional proffers and report to Council no later than Monday, June 21, 2004.

Considerations:

Since the City Council's action to refer the matter to staff, the petitioner has developed a modified set of proffered conditions contained in a Sixth Amended Petition which was filed with the City Clerk on June 1, 2004. In this Sixth Amended Petition, the petitioner proffers the following.

1. That the property shall be used only for the following uses:

- a. **Permitted Uses:**
- 1) **Dwellings located above ground floor nonresidential uses.**
 - 2) **Nonprofit counseling facilities and services.**
 - 3) **Day care centers with unlimited capacity subject to the requirements of Section 36.1-510 et seq.**
 - 4) **Libraries, museums, art galleries and art studios and other similar uses including associated educational and instructional activities.**
 - 5) **Clubs, lodges and fraternal organizations.**
 - 6) **Post offices.**
 - 7) **Indoor recreational uses including bowling alleys, indoor tennis courts, squash courts, fitness centers and other similar uses.**
 - 8) **Theaters with unlimited seating capacity.**
 - 9) **Outdoor recreational facilities including swimming clubs, tennis courts, athletic facilities and other similar uses.**
 - 10) **General and professional offices including financial institutions.**
 - 11) **Medical clinics.**
 - 12) **Medical offices.**
 - 13) **General service establishments, except that general service establishments primarily engaged in the repair or maintenance of motor vehicles shall not be permitted.**
 - 14) **Funeral homes.**
 - 15) **Restaurants.**
 - 16) **Hotels, motel, and inns.**
 - 17) **General retail establishments primarily engaged in the retail sale or rental of merchandise, goods, or products except automobiles, trucks, or construction equipment; and including the incidental repair and assembly of merchandise, goods or products to be sold on the premises.**
 - 18) **Food stores with unlimited gross floor area.**
 - 19) **Neighborhood and highway convenience stores, provided that no motor vehicle service station canopy over a gas pump island shall be allowed, unless:**
 - a. **Such canopy shall have a maximum clear, unobstructed height to its underside not to exceed fourteen (14) feet six (6) inches and a maximum overall height not to exceed sixteen (16) feet six (6) inches.**
 - b. **There shall be no illumination of any portion of the fascia of the canopy;**
 - 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.

- (d) The vertical dimension of the fascia of such canopy shall be no more than two (2) feet; and
 - (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.
- 20) Auto accessory sales with related installation.
 - 21) Automobile cleaning facilities.
 - 22) Storage and warehouse activities which are accessory to a retail use where all storage activities are wholly enclosed in a building which is located on the same lot as the retail use and where the gross floor area of buildings used for storage activities does not exceed fifty (50) percent of the gross floor area of the retail use.
 - 23) Veterinary clinics with no outside corrals or pens.
 - 24) Kennels with no outside pens or "runs."
 - 25) Plant nurseries and greenhouses including those with retail sales.
 - 26) Commercial printing establishments which print newspapers, publications, and other materials.
 - 27) Personal service establishments.
 - 28) Business service establishments.
- b. Special Exception Uses:
- 1) Fast food restaurants, so long as a special exception is granted.
 - 2) Establishments engaged in the retail sale of building supplies where all or a portion of related storage and display activities are not wholly enclosed in a building provided the outdoor storage or display area is accessory to a building and has a maximum area no greater than ten (10) percent of the gross floor area of the building, so long as a special exception is granted.
 - 3) Mini-warehouses provided that the total gross floor area of storage buildings shall not exceed twelve thousand (12,000) square feet, so long as a special exception is granted.
 - 4) Establishments primarily engaged in the wholesale distribution of goods where all related activities are wholly enclosed in a building provided that and so long as a special exception is granted:
 - a. The total gross floor area of buildings on a lot shall not exceed twelve thousand (12,000) square feet.

- b. The use is located on a major arterial road or highway.
 - 5) Manufacturing, assembly, mixing, processing or other processes which are accessory to a retail use, where all such activities are wholly enclosed in the same building as the retail use and where no more than five (5) people are involved in such processes on the premises, so long as a special exception is granted.
 - 6) Medical laboratories, so long as a special exception is granted.
2. That the first use to be developed on the property shall be a restaurant.
 3. That there shall be no more than one (1) curb cut on Orange Avenue serving the property.
 4. That there shall be no more than two (2) freestanding signs serving the property.
 5. That the storm water detention facility for the property shall be located underground.
 6. That a minimum of one (1) tree shall be planted for every six (6) parking spaces located on that portion of the property being developed for a restaurant. Said trees shall be located in the interior and perimeter of the parking lot. At least fifty percent (50%) of said trees shall be a minimum of two and one half (2 ½) inches caliper in diameter at the time of planting.
 7. That no more than twenty five percent (25%) of the number of parking spaces on the property shall be located between the face of any building and Orange Avenue.

Staff Evaluation and Recommendation:

The proffers contained in the Sixth Amended Petition provide appropriate limitations on future use given the location of the site at a significant corridor gateway into the City. In addition, the amended petition contains proffers that also address limitations to vehicular access to the site and to on-site freestanding signage which are consistent with *Vision 2001-2020* development policies. Furthermore, proffers relating to underground storm water detention, the provision of parking lot landscaping, and a limitation on the amount of on-site parking to be located between the public right-of-way and buildings on the site, provide parameters on the future development of the site in a manner that appropriately address policies contained in the comprehensive plan.

Given the additional proffers contained in the Sixth Amended Petition, staff recommends that City Council approve the rezoning subject to certain conditions proffered by the petitioner.

Respectfully submitted,

A handwritten signature in black ink that reads "R. Brian Townsend". The signature is written in a cursive style with a large, sweeping initial "R" and a distinct "T" at the end.

R. Brian Townsend, Director
Planning Building and Development

RBT:mpf

attachments

Darlene L. Burcham, City Manager

Rolanda Russell, Assistant City Manager for Community Development

William M. Hackworth, City Attorney

Steven J. Talevi, Assistant City Attorney

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

IN RE:

Rezoning of one tract of land located at 3659 Orange Avenue, N.E., identified as official Tax Map Number 7110122, from RS-3, Residential Single-Family District, to C-2, General Commercial District, such rezoning to be subject to certain conditions.

SIXTH AMENDED PETITION

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

Petitioner FUDDS OF S.W.VA., INC., owns real property in the City of Roanoke, Virginia, containing 3.130 acres, more or less, located at 3659 Orange Avenue, N.E. and being Tax Map Number 7110122. The property is currently zoned RS-3, Residential Single-Family District. A map of the property to be rezoned is attached as Exhibit A.

Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, Petitioner requests that the said property be rezoned from RS-3, Residential Single-Family District, to C-2, General Commercial District, subject to certain conditions set forth below, for the purpose of permitting a restaurant on the property. The conceptual development plan prepared by Lumsden Associates, P.C., dated February 4, 2004, is attached hereto as Exhibit B ("Development Plan").

Your petitioner believes the rezoning of the property will further the intent and purposes of the City's Zoning Ordinance and Vision 2001-2020 Comprehensive Plan. This property is located along and would be oriented toward Orange Avenue. This project will promote quality development and good use along the Orange Avenue commercial corridor, and would permit this parcel to be used for commercial purposes consistent with its C-2 neighbors.

If the said tract is rezoned as requested, your petitioner hereby proffers and agrees as follows:

1. That the property shall be used only for the following uses:

a. Permitted Uses:

- 1) Dwellings located above ground floor nonresidential uses.
- 2) Nonprofit counseling facilities and services.
- 3) Day care centers with unlimited capacity subject to the requirements of section 36.1-510 et seq.
- 4) Libraries, museums, art galleries and art studios and other similar uses including associated educational and instructional activities.
- 5) Clubs, lodges and fraternal organizations.
- 6) Post offices.
- 7) Indoor recreational uses including bowling alleys, indoor tennis courts, squash courts, fitness centers and other similar uses.
- 8) Theaters with unlimited seating capacity.
- 9) Outdoor recreational facilities including swimming clubs, tennis courts, athletic facilities and other similar uses.
- 10) General and professional offices including financial institutions.
- 11) Medical clinics.
- 12) Medical offices.

- 13) General service establishments, except that general service establishments primarily engaged in the repair or maintenance of motor vehicles shall not be permitted.
- 14) Funeral homes.
- 15) Restaurants.
- 16) Hotels, motels, and inns.
- 17) General retail establishments primarily engaged in the retail sale or rental of merchandise, goods, or products except automobiles, trucks, or construction equipment; and including the incidental repair and assembly of merchandise, goods or products to be sold on the premises.
- 18) Food stores with unlimited gross floor area.
- 19) Neighborhood and highway convenience stores, provided that no motor vehicle service station canopy over a gas pump island shall be allowed, unless:
 - a. Such canopy shall have a maximum clear, unobstructed height to its underside not to exceed fourteen (14) feet six (6) inches and a maximum overall height not to exceed sixteen (16) feet six (6) inches.
 - b. There shall be no illumination of any portion of the fascia of the canopy,

- 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.
 - d. The vertical dimension of the fascia of such canopy shall be no more than two (2) feet; and
 - c. 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.
- 20) Auto accessory sales with related installation.
 - 21) Automobile cleaning facilities.
 - 22) Storage and warehouse activities which are accessory to a retail use where all storage activities are wholly enclosed in a building which is located on the same lot as the retail use and where the gross floor area of buildings used for storage activities does not exceed fifty (50) percent of the gross floor area of the retail use.
 - 23) Veterinary clinics with no outside corrals or pens.
 - 24) Kennels with no outside pens or "runs."
 - 25) Plant nurseries and greenhouses including those with retail sales.

- 26) Commercial printing establishments which print newspapers, publications, and other materials.
- 27) Personal service establishments.
- 28) Business service establishments.

b. **Special Exception Uses:**

- 1) Fast food restaurants, so long as a special exception is granted.
- 2) Establishments engaged in the retail sale of building supplies where all or a portion of related storage and display activities are not wholly enclosed in a building provided the outdoor storage or display area is accessory to a building and has a maximum area no greater than ten (10) percent of the gross floor area of the building, so long as a special exception is granted.
- 3) Mini-warehouses provided that the total gross floor area of storage buildings shall not exceed twelve thousand (12,000) square feet, so long as a special exception is granted.
- 4) Establishments primarily engaged in the wholesale distribution of goods where all related activities are wholly enclosed in a building provided that and so long as a special exception is granted:
 - a. The total gross floor area of buildings on a lot shall not exceed twelve thousand (12,000) square feet.
 - b. The use is located on a major arterial road or highway.

5) Manufacturing, assembly, mixing, processing or other processes which re accessory to a retail use, where all such activities are wholly enclosed in the same building as the retail use and where no more than five (5) people are involved in such processes on the premises, so long as a special exception is granted.

6) Medical laboratories, so long as a special exception is granted.

2. That the first use to be developed on the property shall be a restaurant.

3. That there shall be no more than one (1) curb cut on Orange Avenue serving the property.

4. That there shall be no more than two (2) freestanding signs serving the property.

5. That the stormwater detention facility for the property shall be located underground.

6. That a minimum of one (1) tree shall be planted for every six (6) parking spaces located on that portion of the property being developed for a restaurant. Said trees shall be located in the interior and perimeter of the parking lot. At least fifty percent (50%) of said trees shall be a minimum of two and one-half (2 1/2) inches caliper in diameter at the time of planting.

7. That no more than twenty five percent (25%) of the number of parking spaces on the property shall be located between the face of any building and Orange Avenue.

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

WHEREFORE, your Petitioner requests that the above described tract be rezoned as requested in accordance with the provisions of the Zoning Ordinance of the City of Roanoke.

This Sixth Amended Petition is respectfully submitted this 31st day of June, 2004.

FUDDS OF S.W.VA., INC.,
a Virginia corporation

By: Maryellen F. Goodlatte
Of Counsel

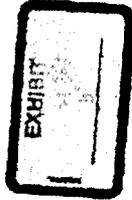
Maryellen F. Goodlatte, Esq.
Glenn, Feldmann, Darby & Goodlatte
210 1st Street, S.W., Suite 200
P. O. Box 2887
Roanoke, Virginia 24001-2887

(540) 224-8018 - Telephone
(540) 224-8050 - Facsimile
mgoodlatte@gfdg.com

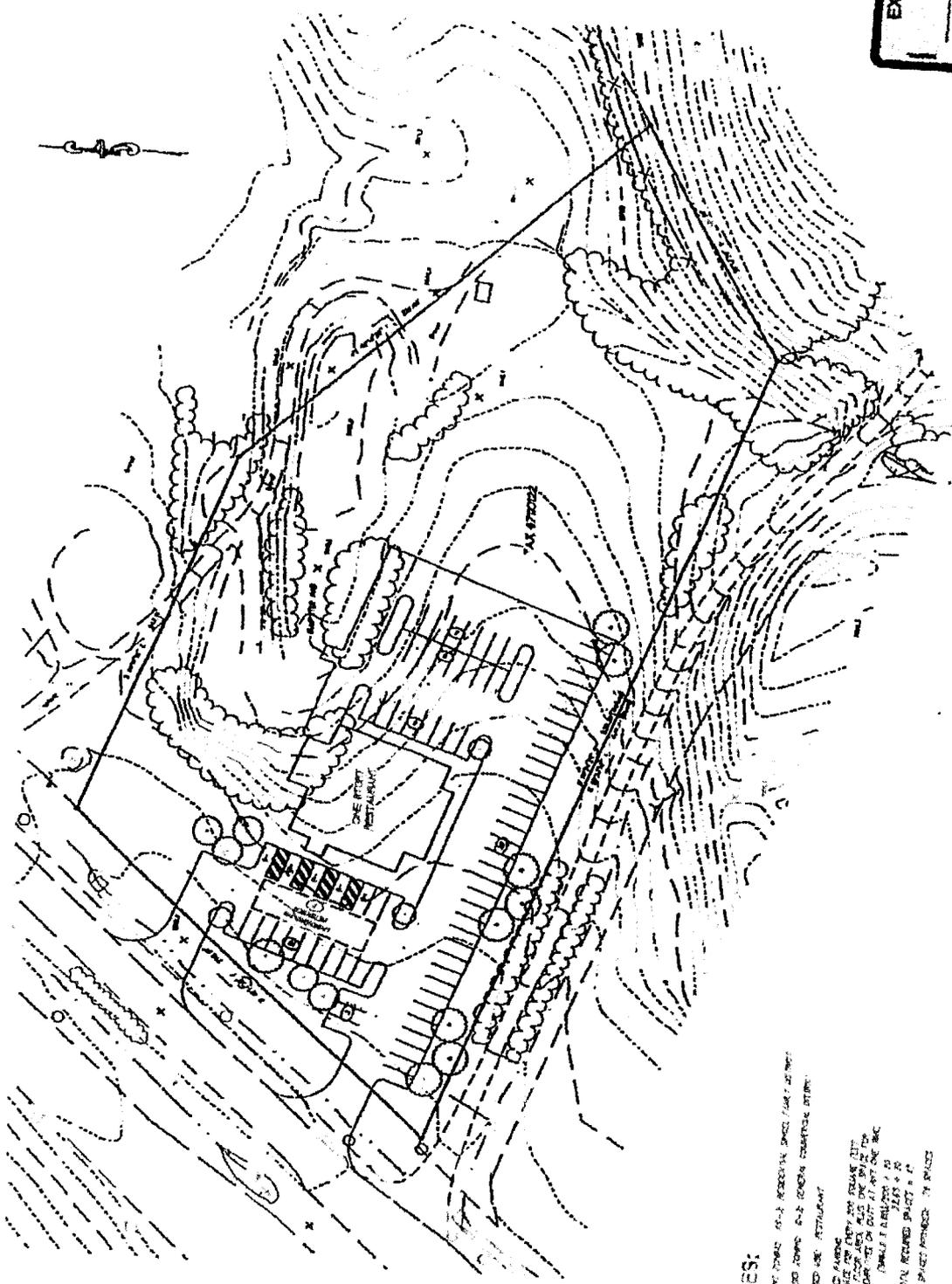
FUDDS OF S.W.VA., INC., a Virginia corporation, owner of the property subject to this petition, hereby consents to this sixth amended petition including the voluntary proffers contained herein.

FUDDS OF S.W.VA., INC.

By: *Dieter J. Fetis*
Its: *Executive Vice-President*



PROPOSED PLAN AND PROPERTY SCHEDULE ON
 CRANICE AVENUE, N.E. - U. S. ROUTE #460
 TAX # 110122
 LOCALITY OF
 CITY OF ROANOKE, VA



NOTES:

- 1. EXISTING BUILDING TO BE RECONSTRUCTED TO MEET ALL CITY REQUIREMENTS.
- 2. PROPOSED PARKING AND LOADING AREAS TO BE CONSTRUCTED AS SHOWN.
- 3. PROPOSED USE: RESTAURANT.
- 4. ALL UTILITIES TO BE DELETED AND RELOCATED AS SHOWN.
- 5. ALL UTILITIES TO BE DELETED AND RELOCATED AS SHOWN.
- 6. ALL UTILITIES TO BE DELETED AND RELOCATED AS SHOWN.
- 7. ALL UTILITIES TO BE DELETED AND RELOCATED AS SHOWN.
- 8. ALL UTILITIES TO BE DELETED AND RELOCATED AS SHOWN.
- 9. ALL UTILITIES TO BE DELETED AND RELOCATED AS SHOWN.
- 10. ALL UTILITIES TO BE DELETED AND RELOCATED AS SHOWN.

ADJOINING PROPERTY OWNERS

FUDDS OF S.W.VA., INC.

**Tax Parcel Number 7110122
3659 Orange Avenue, N.E., Roanoke, Virginia 24012**

<u>Tax Map Number</u>	<u>Owner(s)/Address</u>
7110106	Evelyn Keister Gish 3659 Orange Avenue, N.E. Roanoke, Virginia 24012
7110105	Parkway Wesleyan Church, Inc. 3230 King Street, N.E. Roanoke, Virginia 24012
7160102 7160113	City of Roanoke 215 Church Avenue, Room 250 Roanoke, Virginia 24011

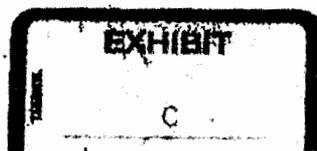


Exhibit B-2 to First Amendment to Rezoning Application

See Attached Existing Ordinance to the LLC Property

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

215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011
Telephone (703)981-2541

MARY F. PARKER
City Clerk

SANDRA H. EAKIN
Deputy City Clerk

October 23, 1991

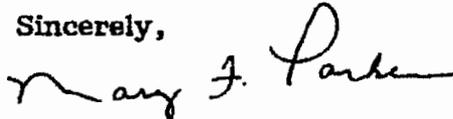
File #51

Mr. Claude D. Carter
Attorney
P. O. Box 13206
Roanoke, Virginia 24032

Dear Mr. Carter:

I am enclosing copy of Ordinance No. 30727-102191 rezoning a tract of land located on U. S. Route 460 (Orange Avenue, N. E.), containing 2.000 acres, identified as a combination of Official Tax Nos. 7110106 and 7110122, from RS-3, Residential Single Family District, to C-2, General Commercial District, subject to certain conditions proffered by the petitioner. Ordinance No. 30727-102191 was adopted by the Council of the City of Roanoke on first reading on Monday, October 14, 1991, also adopted by the Council on second reading on Monday, October 21, 1991, and will take effect ten days following the date of its second reading.

Sincerely,



Mary F. Parker, CMC/AEE
City Clerk

MFP:ra

Enc.

pc: Mr. & Mrs. Joel J. Ewen, 3645 Orange Avenue, N. E., Roanoke, Virginia 24012
Investors Savings Bank, P. O. Box 36666, Richmond, Virginia 23235
Mr. David H. Luther, et als, c/o Industrial Gas & Supply, P. O. Box 960, Bluefield, Virginia 24701
Mr. & Mrs. G. L. Boone, c/o Boone and Company, P. O. Box 8614, Roanoke, Virginia 24014
Ms. Nancy G. Creasy, et als, c/o Mr. T. L. Plunkett, Co-Executor, 300 Shenandoah Building, Roanoke, Virginia 24011
Mr. W. Robert Herbert, City Manager
Mr. Wilburn C. Dibling, Jr., City Attorney
Mr. Steven J. Talevi, Assistant City Attorney
Ms. Nadine C. Minnix, Acting Director of Real Estate Valuation
Mr. Charles A. Price, Jr., Chairman, City Planning Commission
Mr. L. Elwood Norris, Chairman, Board of Zoning Appeals

Mr. Claude D. Carter
October 23, 1991
Page 2

pc: Mr. William F. Clark, Director of Public Works
Mr. Kit B. Kiser, Director of Utilities and Operations
Mr. Charles M. Huffine, City Engineer
Mr. Ronald H. Miller, Building Commissioner/Zoning Administrator
Mr. John R. Marles, Agent/Secretary, City Planning Commission
Ms. Doris Layne, Office of Real Estate Valuation

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

The 21st Day of October, 1991.

No. 30727-102191.

AN ORDINANCE to amend §36.1-3, Code of the City of Roanoke (1979), as amended, and Sheet No. 711, Sectional 1976 Zone Map, City of Roanoke, to rezone certain property within the City, subject to certain conditions proffered by the applicant.

WHEREAS, application has been made to the Council of the City of Roanoke to have the hereinafter described property rezoned from RS-3, Residential Single Family District, to C-2, General Commercial District, subject to certain conditions proffered by the applicant; and

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

WHEREAS, a public hearing was held by City Council on said application at its meeting on October 14, 1991, after due and timely notice thereof as required by §36.1-693, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

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



RECEIVED
CITY CLERK'S OFFICE
'91 SEP 24 P3:24

Roanoke City Planning Commission

October 14, 1991

The Honorable Noel C. Taylor, Mayor
and Members of City Council
Roanoke, Virginia

Dear Members of Council:

Subject: Request from Evelyn L. Gish, represented by Claude D. Carter, that a tract of land located on U.S. Route 460 (Orange Avenue, N.E.), described as Official Tax Numbers 7110106 and 7110122, be rezoned from RS-3, Residential Single Family District, to C-2, General Commercial District, such rezoning to be subject to certain conditions proffered by the petitioner.

I. Background:

- A. Purpose of the rezoning request is to provide for the conversion of an existing residential structure to a commercial flower shop.
- B. Petition to rezone was filed on July 31, 1991.
- C. First amended petition to rezone was filed on August 20, 1991. The following conditions were proffered by the petitioner:
 1. That the property will be subdivided as shown on Exhibit A and will be developed in substantial conformity with the concept plan attached to this petition for rezoning as Exhibit B, subject to any changes required by the City during comprehensive site plan review.
 2. That if the property is not utilized for a Commercial C-2 use as a commercial flower shop within three years from the date of

final zoning approval and no building permit has been issued and no construction commenced within three years from the date of final zoning approval, the zoning shall revert to RS-3, Single Family Residential District, without further action by City Council.

- D. Planning Commission public hearing was held on Wednesday, September 4, 1991. Mr. Claude Carter, attorney for the petitioner, appeared before the Commission and stated that the tracts in question were part of the original Gish farm, of which about four acres remained. He noted that a house was located on the tract under consideration which would be converted and used as a commercial flower establishment. Mr. Carter stated he would like to amend his second proffer to read, "That if the property is not utilized for a commercial flower shop within three years. . ." Mr. Carter also noted that the site was located next to Roanoke County property zoned for commercial use.

Mr. Price asked if there were comments from the audience.

There being none, Mr. Talevi asked Mr. Carter if he could amend his proffer to call for a "site" plan instead of a "concept" plan.

Mr. Carter said he had no problem making that amendment.

Mrs. Dorsey gave the staff report and noted that staff had found that the area was logical transition between the various uses in the area.

Mr. Bradshaw asked if the County had been notified of the rezoning request.

Mrs. Dorsey responded that they had been notified and had no concerns.

- E. Second amended petition to rezone was filed on September 6, 1991. The following revised conditions were proffered by the petitioner.
1. That the property will be subdivided as shown on Exhibit A and will be developed in substantial conformity with the site plan attached to this Petition for Rezoning as Exhibit B, subject to any changes required by the City during comprehensive site plan review.

2. That if the property is not utilized for a commercial flower shop within three years from the date of final zoning approval and no building permit has been issued and no construction commenced within 3 years from the date of final zoning approval, the zoning shall revert to RS-3, Single Family Residential District without further action by City Council.

II. Issues:

- A. Zoning of the subject property is RS-3, Residential Single Family District. The surrounding zoning is as follows: to the north is Roanoke County zoning designation B-2, Business District; to the east and south is RS-3, Residential Single Family District; to the west is LM, Light Manufacturing District; and C-2, General Commercial District.
- B. Land use of the subject property is unoccupied, residential structure. Surrounding land uses in the area are as follows: to the north and east and south are vacant, undeveloped tracts of land; to the west are various highway commercial businesses and the entrance to Roanoke Center for Industry and Technology.
- C. Utilities are available and adequate. Storm drainage concerns and any other engineering problems will be addressed and resolved during comprehensive development plan review.
- D. Access to the site is from the adjoining public street, U.S. Route 460 (Orange Avenue). The City Traffic Engineer has stated that the proposed use of the property and respective traffic generation would have no adverse impact on Orange Avenue. The directional flow of the traffic utilizing the site would be addressed during comprehensive site development plan review.
- E. Screening would be required along the entire eastern and southern property boundaries which adjoins a residentially zoned area. Such adequate buffering requirements will be addressed during comprehensive site plan review.

- F. Neighborhood organization is the Wildwood Civic League. The planning office was notified by their president in writing after the Planning Commission meeting that they did not have any problem with the request and that is why no one attended the meeting.
- G. Comprehensive Plan recommends that:
1. Neighborhood character and environmental quality be protected.
 2. Commercial development is carefully evaluated to ensure minimal conflict with residential areas and promote good land use.

III. Alternatives:

- A. City Council approve the rezoning request.
1. Zoning of the subject property would be C-2, General Commercial District.
 2. Land use would become a commercial flower shop.
 3. Utilities are available to the site and are of adequate capacity to serve the proposed development of the property. All engineering and drainage concerns would be addressed and resolved during comprehensive development plan review.
 4. Access to and from the site can be safely provided by Orange Avenue. No traffic impacts are anticipated from the proposed use of the property as a commercial flower shop.
 5. Screening will be required along the entire eastern and southern property boundaries contiguous to both residentially zoned areas as a result of comprehensive site development plan review.
 6. Neighborhood realizes that this area along Orange Avenue is not suitable for residential development and that a florist shop would be in keeping with the surrounding nonresidential uses.

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7. Comprehensive Plan issues as set forth would be followed.

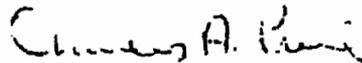
B. City Council deny the rezoning request.

1. Zoning would remain RS-3, Residential Single Family District and the proposed development of the property would not be permitted nor would it occur.
2. Land use would remain vacant, undeveloped property.
3. Utilities would be unaffected.
4. Access would not be an issue.
5. Screening would not be required.
6. Neighborhood would remain unchanged.
7. Comprehensive Plan issues as set forth could be followed at a later date.

IV. Recommendation:

By a vote of 6-0 (Mr. Buford absent), the Planning Commission recommended approval of the requested rezoning. The rezoning is a logical extension of the more intensive, highway oriented commercial uses to the south and west of the subject property. Furthermore, the rezoning of this site for the specific purpose of a florist shop would provide a transitional buffer area and less intensive nonresidential use between the highway traffic and more intensive commercial land uses to the potential residential areas to the east.

Respectfully submitted,



Charles A. Price, Jr., Chairman
Roanoke City Planning Commission

JRM:EDD:mpf
attachments

cc: Assistant City Attorney
Director of Public Works

City Engineer
Building Commissioner
Attorney for the Petitioner

CITY RECEIVED

91 SEP 6 A9:14

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

IN RE:	Rezoning of a tract of land lying)	
	in the City of Roanoke and being)	AMENDED
	described as a Division of 0.477)	PETITION
	acres and 4.653 acres, creating new)	#2 TO
	Tract "A" 2.000 acres and located)	REZONE
	on U.S. Route 460 (Orange Ave., N.E.))	
	from RS-3, Single Family Residential)	
	District to Commercial District (C-2))	

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

1. The Petitioner, Evelyn L. Gish, owns land in the City of Roanoke, Virginia, containing 2.000 acres, located on U.S. Route 460 (Orange Ave., N.E.) and identified as a combination of Tax No. 7110106 and Tax No. 7110122 and being a division of 0.477 acres and 4.653 acres, and creating new Tract "A" 2.000 acres and new Tract "B" 4.653 acres as shown on a plat prepared for Evelyn L. Gish by Jack G. Bess, Certified Land Surveyor, dated July 1, 1991 and attached hereto as Exhibit A. Said tract is currently zoned RS-3, Single-Family Residential District.

2. Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, the Petitioner requests that said Property, containing 2.000 acres and identified as new Tract "A" on the aforesaid plat, be rezoned from RS-3, Single Family Residential District to Commercial District (C-2), subject to certain conditions set forth below, for the purpose of operating a commercial flower shop.

3. The Petitioner believes the rezoning of the said tract

TER BROWN
BORNE, PC
OKE, VIRGINIA

of land will further the intent and purposes of the City's Zoning Ordinance and its comprehensive plan, in that it will allow a commercial business in a generally commercial area.

4. The Petitioner hereby proffers and agrees that if the said tract is rezoned as requested, that the rezoning will be subject to, and that the Petitioner will abide by, the following conditions:

A. That the property will be subdivided as shown on Exhibit A and will be developed in substantial conformity with the site plan attached to this Petition for Rezoning as Exhibit B, subject to any changes required by the City during comprehensive site plan review.

B. That if the property is not utilized for a commercial flower shop within three years from the date of final zoning approval and no building permit has been issued and no construction commenced within 3 years from the date of final zoning approval, the zoning shall revert to RS-3, Single Family Residential District without further action by City Council.

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

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

Respectfully submitted this 31st day of July, 1991.

Respectfully submitted,

By: *Claude D. Carter*
Of Counsel

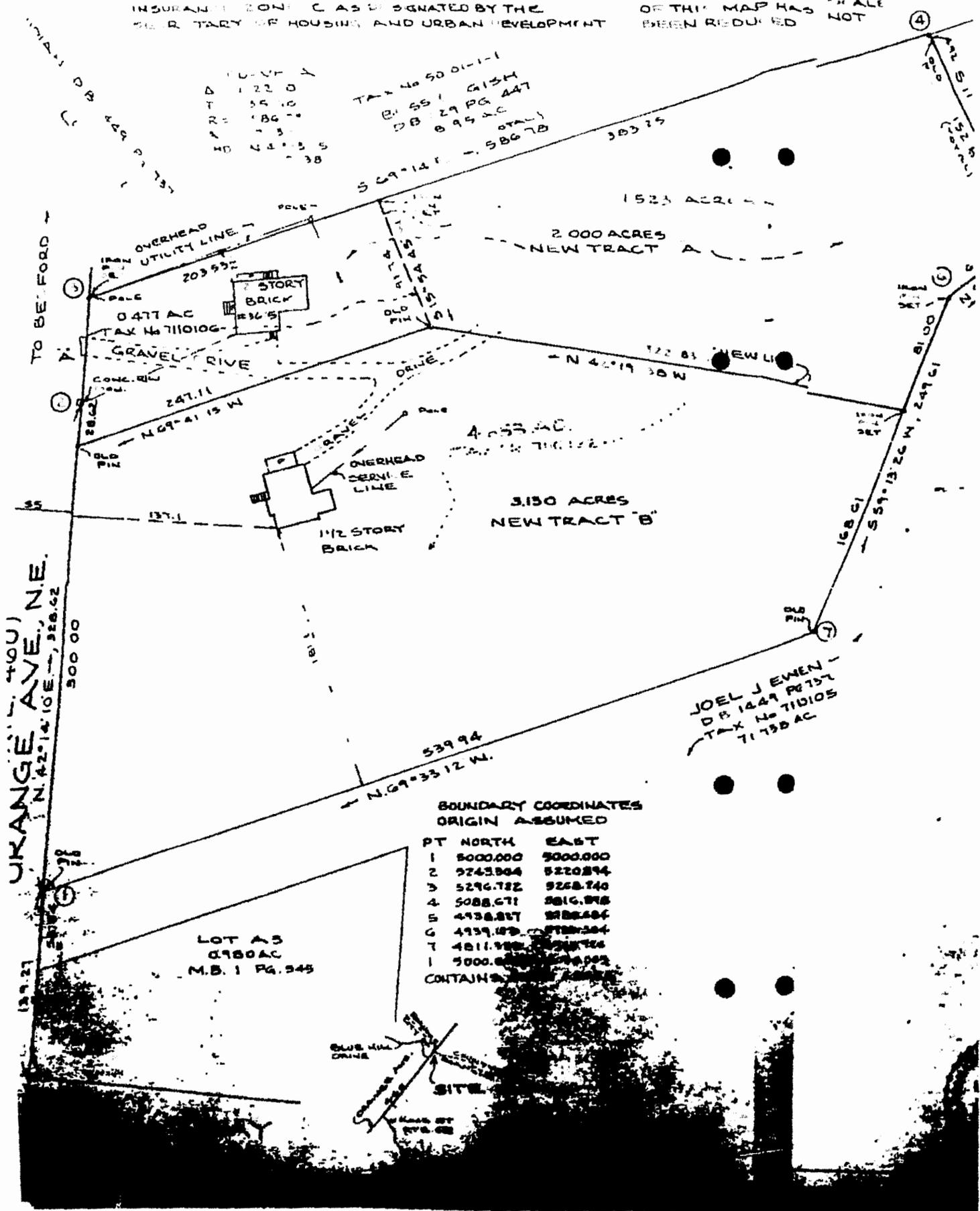
Claude D. Carter, Esquire
Carter, Brown & Osborne, P.C.
P.O. Box 13206
Roanoke, VA 24032
(703) 982-0234

Evelyn L. Gish
Evelyn L. Gish
3659 Orange Ave., N.E.
Roanoke, VA 24017

EXHIBIT A

THE URBAN PROPERTY IS IN A FLOOD INSURANCE ZONE AS DESIGNATED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT

NOTE: THE ORIGINAL SCALE OF THIS MAP HAS BEEN REDUCED



TAX No 50 01-1
 A 122 0
 T 55 10
 R 186 00
 S 1 3
 HD 443 5
 38

TAX No 50 01-1
 B 55 1 GISH
 DB 29 PG 447
 DB 895 AC
 TOTAL 586 78

4.055 AC
 TAX No 710122

JOEL J EWEN -
 DB 1449 PG 757
 TAX No 710105
 71.798 AC

BOUNDARY COORDINATES
 ORIGIN ASSUMED

PT	NORTH	EAST
1	5000.000	5000.000
2	5245.864	5228.894
3	5296.782	5268.740
4	5088.671	5216.898
5	4938.817	5286.684
6	4939.473	5287.584
7	4811.788	5287.584
1	5000.000	5000.000

CONTAINS

LOT A3
 0.980 AC
 M.B. 1 PG. 545

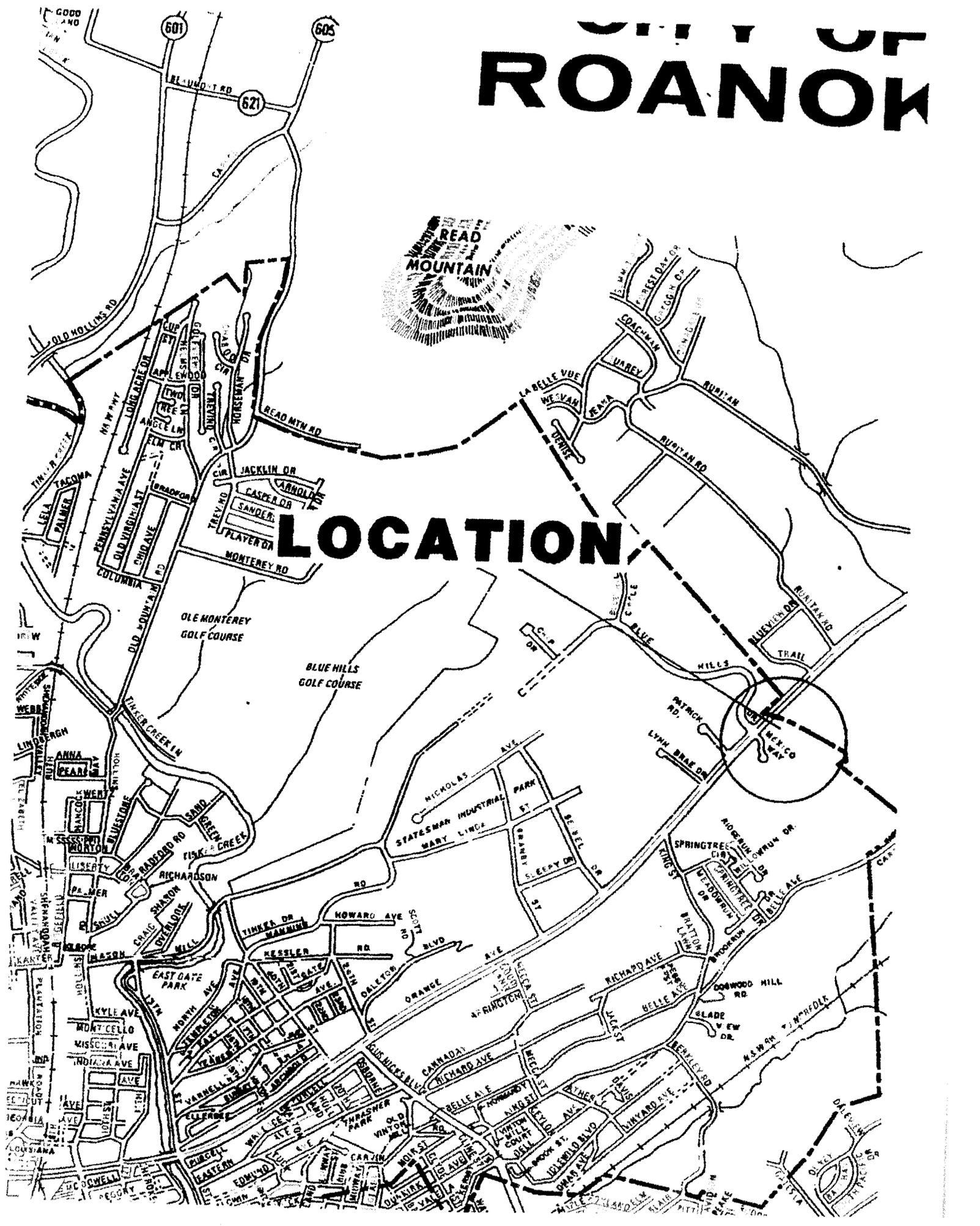
JYKANGWE AVE, N.E.
 500.00
 22.1410 E, 388.62
 139.27



CITY OF ROANOKE



LOCATION



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

215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011
Telephone: (703)981-2541

MARY F. PARKER
City Clerk

SANDRA H. EAKIN
Deputy City Clerk

September 30, 1991

File #51

Mr. Claude D. Carter, Attorney
P. O. Box 13206
Roanoke, Virginia 24032

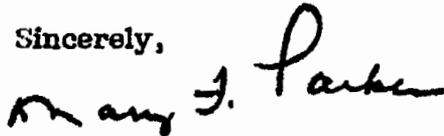
Dear Mr. Carter:

I am enclosing copy of a report of the City Planning Commission recommending that the Council of the City of Roanoke grant the request of your client, Ms. Evelyn L. Gish, that a tract of land located on U. S. Route 460 (Orange Avenue, N. E.), containing 2.000 acres, identified as a combination of Official Tax Nos. 7110106 and 7110122, be rezoned from RS-3, Residential Single Family District, to C-2, General Commercial District, subject to certain conditions proffered by the petitioner.

Pursuant to Resolution No. 25523 adopted by the Council of the City of Roanoke at a regular meeting held on Monday, April 6, 1981, a public hearing on the abovescribed request has been set for Monday, October 14, 1991, at 7:30 p.m., in the City Council Chamber, fourth floor of the Municipal Building, 215 Church Avenue, S. W.

For your information, I am enclosing copy of a notice of the public hearing providing for the rezoning, which notice was prepared by the City Attorney's Office. Please review the notice and if you have questions, you may contact Mr. Steven J. Talevi, Assistant City Attorney, at 981-2431. Questions with regard to the Planning Commission report should be directed to Mr. John R. Mariles, Chief of Community Planning, at 981-2344.

Sincerely,



Mary F. Parker, CMC/AEE
City Clerk

MFP:ra
PUBLIC3

Enc.

pc: Mr. & Mrs. Joel J. Ewen, 3645 Orange Avenue, N. E., Roanoke, Virginia
24012
Investors Savings Bank, P. O. Box 36666, Richmond, Virginia 23235
Mr. David H. Luther, et als, c/o Industrial Gas & Supply, P. O. Box 960,
Bluefield, Virginia 24701

Mr. Claude D. Carter
September 26, 1991
Page 2

pc: Mr. & Mrs. G. L. Boone, c/o Boone and Company, P. O. Box 8614, Roanoke,
Virginia 24014
Ms. Nancy G. Creasy, et als, c/o Mr. T. L. Plunkett, Co-Executor, 300
Shenandoah Building, Roanoke, Virginia 24011
Mr. W. Robert Herbert, City Manager
Mr. Wilburn C. Dibling, Jr., City Attorney
Mr. Steven J. Talevi, Assistant City Attorney
Ms. Nadine C. Minnix, Acting Director of Real Estate Valuation
Mr. Charles A. Price, Jr., Chairman, City Planning Commission
Mr. L. Elwood Norris, Chairman, Board of Zoning Appeals
Mr. William F. Clark, Director of Public Works
Mr. Kit B. Kiser, Director of Utilities and Operations
Mr. Charles M. Huffine, City Engineer
Mr. Ronald H. Miller, Building Commissioner/Zoning Administrator
Mr. John R. Marles, Agent/Secretary, City Planning Commission
Ms. Doris Layne, Office of Real Estate Valuation

AD NUMBER - 92525285

PUBLISHER'S FILE - 4112.70

RECEIVED
CITY CLERK

'91 OCT 14 A11:28

CLAUDE D CARTER, ATTY
P O BOX 13206

ROANOKE VA 24032

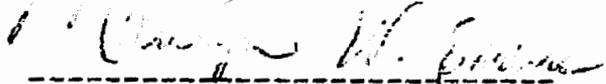
STATE OF VIRGINIA
CITY OF ROANOKE

AFFIDAVIT OF PUBLICATION

I, (THE UNDERSIGNED) AN AUTHORIZED REPRESENTATIVE OF THE TIMES-WORLD CORPORATION, WHICH CORPORATION IS PUBLISHER OF THE ROANOKE TIMES & WORLD-NEWS, A DAILY NEWSPAPER PUBLISHED IN ROANOKE, IN THE STATE OF VIRGINIA, DO CERTIFY THAT ANNEXED NOTICE WAS PUBLISHED IN SAID PAPERS ON THE FOLLOWING DATES

09/27/91 MORNING & EVENING
10/04/91 MORNING & EVENING

WITNESSED MY HAND AND SEAL OF OFFICE THIS 7TH DAY OF OCTOBER 1991



AUTHORIZED SIGNATURE

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN

Pursuant to the provisions of Article VII of Chapter 34.1, Code of the City of Roanoke (1979), as amended, the Council of the City of Roanoke will hold a Public Hearing on Monday, October 14, 1991, at 7:30 p.m., in the Council Chamber in the Municipal Building, 215 Church Avenue, S.W., on the question of rezoning from R-2, Residential Single Family District, to C-2, General Commercial District, the following property:

A 2.0-acre trapezoid tract located on U.S. Route 46 (Oringer Ave., N.E.), said tract being the result of a subdivision of two parcels, bearing Official Tax Nos. 7110106 and 7110122, such rezoning to be subject to certain prohibited conditions.

at Roanoke, Virginia, this 7th day of October, 1991.

Mary F. Parker,
City Clerk
(252) 353-2200

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Pursuant to the provisions of Article VII of Chapter 36.1, Code of the City of Roanoke (1979), as amended, the Council of the City of Roanoke will hold a Public Hearing on Monday, October 14, 1991, at 7:30 p.m., in the Council Chamber in the Municipal Building, 215 Church Avenue, S. W., on the question of rezoning from RS-3, Residential Single Family District, to C-2, General Commercial District, the following property:

A 2.0-acre tract of land located on U.S. Route 460 (Orange Ave., N.E.), said tract being the result of a subdivision of two parcels, bearing Official Tax Nos. 7110106 and 7110122, such rezoning to be subject to certain proffered conditions.

A copy of this proposal is available for public inspection in the Office of the City Clerk, Room 456, Municipal Building. All parties in interest may appear on the above date and be heard on the question.

GIVEN under my hand this 25th day of September, 1991.

Mary F. Parker, City Clerk.

Please publish in full twice, once on Friday, September 27, 1991, and once on Friday, October 4, 1991, in the Roanoke Times & World News, Morning Edition.

Please send publisher's affidavit to:

Ms. Mary F. Parker, City Clerk
Room 456, Municipal Building
Roanoke, Virginia 24011

Please bill to:

Mr. Claude D. Carter, Attorney
P. O. Box 13206
Roanoke, Virginia 24032

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

215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011
Telephone (703)981-2541

MARY F. PARKER
City Clerk

SANDRA H. EAKIN
Deputy City Clerk

September 6, 1991

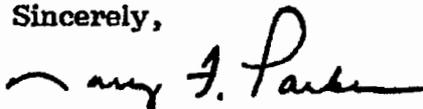
File #51

Mr. Charles A. Price, Jr., Chairman
City Planning Commission
Roanoke, Virginia

Dear Mr. Price:

Pursuant to Section 36.1-690(e) of the Code of the City of Roanoke (1979), as amended, I am enclosing copy of a third amended petition from Mr. Claude D. Carter, Attorney, representing Ms. Evelyn L. Gish, requesting that a tract of land located on U. S. Route 460 (Orange Avenue, N. E.), containing 2.000 acres, identified as a combination of Official Tax Nos. 7110106 and 7110122, be rezoned from RS-3, Residential Single Family District, to C-2, General Commercial District, subject to certain conditions proffered by the petitioner.

Sincerely,



Mary F. Parker, CMC/AAE
City Clerk

MFP:ra
REZONE3

Enc.

pc: Mr. Claude D. Carter, Attorney, P. O. Box 13206, Roanoke, Virginia 24032
Mr. John R. Mariles, Agent/Secretary, City Planning Commission
Mr. Ronald H. Miller, Building Commissioner/Zoning Administrator
Mr. Steven J. Talevi, Assistant City Attorney

CITY OF ROANOKE
OFFICE OF THE CITY CLERK
215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011
Telephone (703)981-2541

MARY F. PARKER
City Clerk

SANDRA H. EAKIN
Deputy City Clerk

August 22, 1999

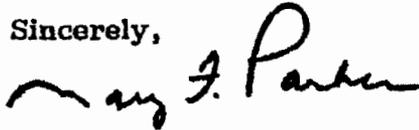
File #51

Mr. Charles A. Price, Jr., Chairman
City Planning Commission
Roanoke, Virginia

Dear Mr. Price:

Pursuant to Section 36.1-690(e) of the Code of the City of Roanoke (1979), as amended, I am enclosing copy of an amended petition from Mr. Claude D. Carter, Attorney, representing Ms. Evelyn L. Gish, requesting that a tract of land located on U. S. Route 460 (Orange Avenue, N. E.), described as a division of 0.477 acre and 4.653 acres, creating new Tract A, 2.000 acres, being a combination of Official Tax Nos. 7110106 and 7110122, be rezoned from RS-1, Residential Single Family District, to C-2, General Commercial District, subject to certain conditions proffered by the petitioner.

Sincerely,



Mary F. Parker, CMC/AAE
City Clerk

MFP:sw

Enc.

pc: Mr. Claude D. Carter, Attorney, P. O. Box 13206, Roanoke, Virginia 24032
Mr. John R. Marles, Agent/Secretary, City Planning Commission
Mr. Ronald H. Miller, Building Commissioner/Zoning Administrator
Mr. Steven J. Talevi, Assistant City Attorney

RECEIVED
CITY CLERK'S OFFICE

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA
91 AUG 20 P 4:48

IN RE:	Rezoning of a tract of land lying)	
	in the City of Roanoke and being)	AMENDED
	described as a Division of 0.477)	PETITION
	acres and 4.653 acres, creating new)	TO
	Tract "A" 2.000 acres and located)	REZONE
	on U.S. Route 460 (Orange Ave., N.E.))	
	from RS-3, Single Family Residential)	
	District to Commercial District (C-2))	

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

1. The Petitioner, Evelyn L. Gish, owns land in the City of Roanoke, Virginia, containing 2.000 acres, located on U.S. Route 460 (Orange Ave., N.E.) and identified as a combination of Tax No. 7110106 and Tax No. 7110122 and being a division of 0.477 acres and 4.653 acres, and creating new Tract "A" 2.000 acres and new Tract "B" 4.653 acres as shown on a plat prepared for Evelyn L. Gish by Jack G. Bess, Certified Land Surveyor, dated July 1, 1991 and attached hereto as Exhibit A. Said tract is currently zoned RS-3, Single-Family Residential District.

2. Pursuant to Section 36.1-690, Code of the City of Roanoke (1979), as amended, the Petitioner requests that said Property, containing 2.000 acres and identified as new Tract "A" on the aforesaid plat, be rezoned from RS-3, Single Family Residential District to Commercial District (C-2), subject to certain conditions set forth below, for the purpose of operating a commercial flower shop.

3. The Petitioner believes the rezoning of the said tract

of land will further the intent and purposes of the City's Zoning Ordinance and its comprehensive plan, in that it will allow a commercial business in a generally commercial area.

4. The Petitioner hereby proffers and agrees that if the said tract is rezoned as requested, that the rezoning will be subject to, and that the Petitioner will abide by, the following conditions:

A. That the property will be subdivided as shown on Exhibit A and will be developed in substantial conformity with the concept plan attached to this Petition for Rezoning as Exhibit B, subject to any changes required by the City during comprehensive site plan review.

B. That if the property is not utilized for a Commercial C-2 use as a commercial flower shop within three years from the date of final zoning approval and no building permit has been issued and no construction commenced within 3 years from the date of final zoning approval, the zoning shall revert to RS-3, Single Family Residential District without further action by City Council.

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

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

Respectfully submitted this 31st day of July, 1991.

Respectfully submitted,

By: Claude D. Carter
Of Counsel

Claude D. Carter, Esquire
Carter, Brown & Osborne, P.C.
P.O. Box 13206
Roanoke, VA 24032
(703) 982-0234

Evelyn L. Gish
Evelyn L. Gish
3659 Orange Ave., N.E.
Roanoke, VA 24017

of land will further the intent and purposes of the City's Zoning Ordinance and its comprehensive plan, in that it will allow a commercial business in a generally commercial area.

4. The Petitioner hereby proffers and agrees that if the said tract is rezoned as requested, that the rezoning will be subject to, and that the Petitioner will abide by, the following conditions:

A. That the property will be subdivided as shown on Exhibit A and will be developed in substantial conformity with the concept plan attached to this Petition for Rezoning as Exhibit B, subject to any changes required by the City during comprehensive site plan review.

B. That if the property is not utilized for a Commercial C-2 use as a commercial flower shop within three years from the date of final zoning approval and no building permit has been issued and no construction commenced within 3 years from the date of final zoning approval, the zoning shall revert to RS-1, Single Family Residential District without further action by City Council.

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

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

Respectfully submitted this 31st day of July, 1991.

Respectfully submitted,

By: *Claude D. Carter*
Of Counsel

Claude D. Carter, Esquire
Carter, Brown & Osborne, P.C.
P.O. Box 13206
Roanoke, VA 24032
(703) 982-0234

Evelyn L. Gish
Evelyn L. Gish
3659 Orange Ave., N.E.
Roanoke, VA 24017

TRACT 6-3
7160107
216 AC.

E-4 B
1.23 AC.
716010
368.38
177.72
78.80
204.41
192.00

E-4 A
1.93 AC.
7160101
CONDITIONAL

REZONED BY ORD
NO. 28089
DATE: APRIL 21, 1986
414.63



TRACT C
0.869 AC.
7160104
174.00
174.00
11.50
174.00

TRACT B
0.528 AC.
7160105
00.00
104.64
115.00

TRACT A
0.521 AC.
7160106
171.87
173.32
115.00

35'-R.O.S.-W. EASE.
115.00'

10'-R.O.S.
115.00'

5'-R.O.S.
115.00'

ROUTE

NO

460

BLUE

HILLS

DRIVE, N.E.

R.C.L.T. (1)
PARCEL 1

SEE MAP
PAGE 1-6
P/O TAX 7210107

VAULT ROAD

299.70

567.78

50
FOE

1428.31

11' 212

103.23

152.0'

100.0

ARC=265.25

ARC=443.58

200.0

120

120.0

200.0

ARC=352.00

182.50

91.74

11.50

174.00

115.00

104.64

103.23

100.0

96.94

96.94

96.94

96.94

96.94

96.94

96.94

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96.94

EXHIBIT B
CONCEPT PLAN
NOT TO SCALE

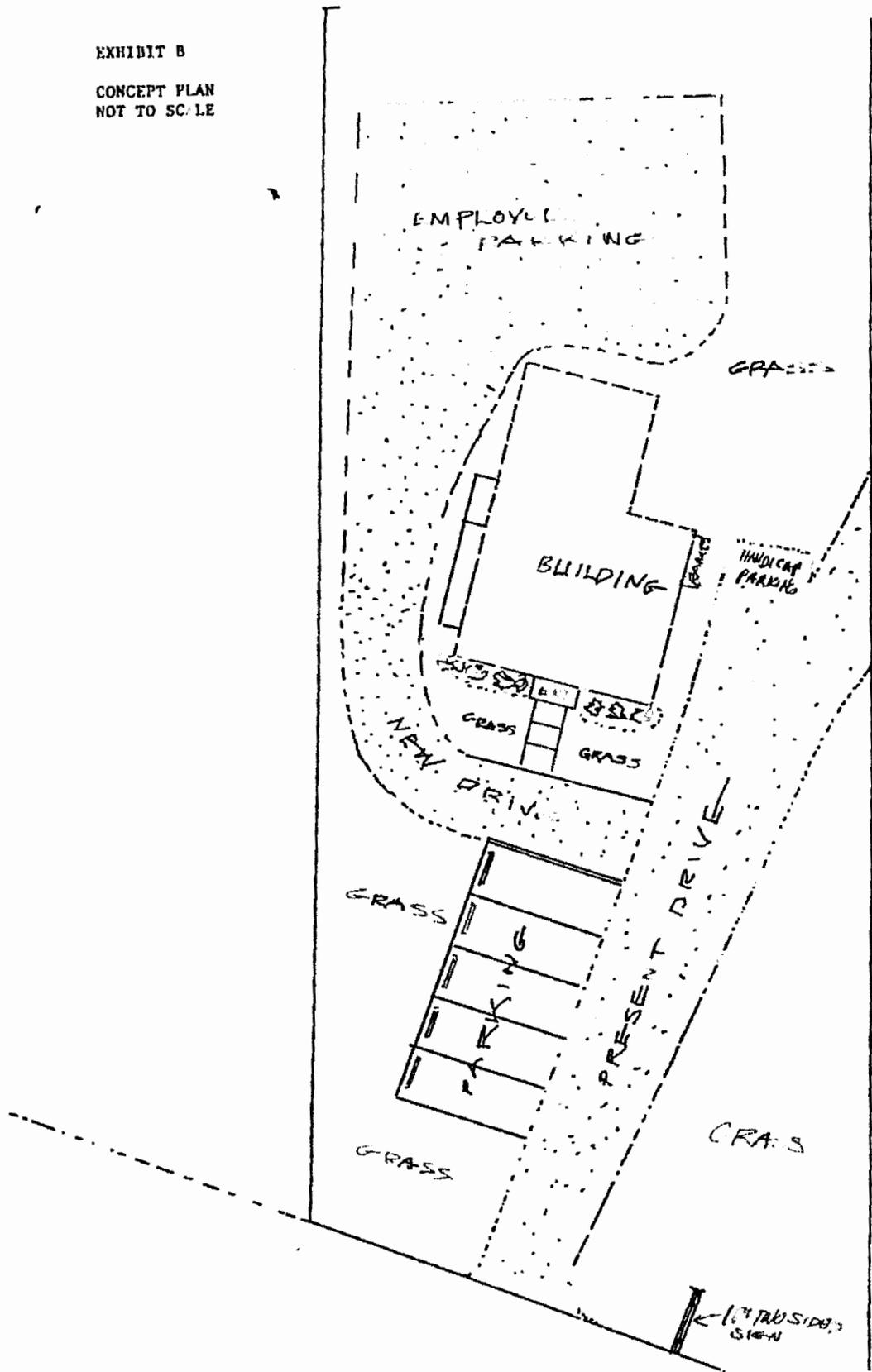


Exhibit C

Names and Addresses of Adjoining property owners - Gish Petition
to Rezone

1. Joel J. Ewen
3645 Orange Ave., N.E.
Roanoke, VA 24012
Tax Map No.: 7110105
2. Investors Savings Bank
P.O. Box 36666
Richmond, VA 23235
Tax Map No.: 7110125
3. David H. Luther, et als
c/o Industrial Gas & Supply Co.
P.O. Box 960
Bluefield, W. VA 24701
Tax Map No.: 7110126
4. City of Roanoke
Blue Hills Drive, N.E.
Roanoke, VA 24012
Tax Map No.: 7210107
5. City of Roanoke
Route 460
Roanoke, VA 24012
Tax Map No.: 7160102
6. G.L. and Joanne B. Boone
c/o Boone and Company
P.O. Box 8614
Roanoke, VA 24014
Tax Map No.: 7160106
7. Adjoining County Land Owner:

Nancy G. Creasey, et als
c/o T.L. Plunkett, Jr., Co-Executor
300 Shenandoah Building
Roanoke, VA 24011
Tax Map No.: 50.01-1-1

716

460

175.73

300.00

70.78

7110125

237.68

0.9794A

43

305.77

2882 71.38

208.55

7110106

0.4474A

247.11

9174

539.94

76.61

RS-3

4212.14

2063.73.53

7110122
4.6834A

8.1
1.878Ac
7110126

479.20

249.61

RS-3

663

152.86

1976

MEXICO
15' RULE
10
82.96
41.97

Cn.

RECEIVED
CITY CLERK

TO THE CITY CLERK OF THE CITY OF ROANOKE, VIRGINIA

PERTAINING TO THE REZONING OF: '91 AUG 27 08:53

Request from Evelyn L. Gish, represented by Claude D.)
Carter, that a tract of land located on U.S. Route 460)
(Orange Avenue, N.E.), described as Official Tax Nos.)AFFI-
7110106 and 7110122, be rezoned from RS-1, Residential)DAVID
Single Family District, to C-2, General Commercial)
District, such rezoning to be subject to certain)
conditions proffered by the petitioner.)

COMMONWEALTH OF VIRGINIA)
CITY OF ROANOKE)

TO WIT:

The affiant, Martha Pace Franklin,, first being duly sworn,
states that she is secretary to the Secretary of the City of
Roanoke Planning Commission, and as such is competent to make this
affidavit of her own personal knowledge. Affidavit states that,
pursuant to the provisions of Section 15.1-341, Code of Virginia,
(1950), as amended, on behalf of the Planning Commission of the
City of Roanoke, she has sent by first-class mail on the 26th day
of August, 1991, notices of a public hearing to be held on the 4th
day of September, 1991, on the rezoning captioned above to the
owner or agent of the parcels listed below at their last known
address:

<u>Parcel</u>	<u>Owner, Agent or Occupant</u>	<u>Address</u>
7110105	Joel J. Ewen	3645 Orange Avenue, NE Roanoke, VA 24012
7110125	Investors Savings Bank	P. O. Box 36666 9201 Forest Hill Ave. Richmond, VA 23235
7110126	David H. Luther, et als c/o Industrial Gas & Supply	P. O. Box 960 Bluefield, VA 24701
		518 Alabama Street Bristol, TN 37620
7160106	G. L and Joanne B. Boone c/o Boone and Company	P. O. Box 8614 Roanoke, VA 24014
Roanoke County	Nancy G. Creasey, et als c/o T. L. Plunkett, co-exec.	300 Shenandoah Bldg. Roanoke, VA 24011

Martha Pace Franklin
Martha Pace Franklin

SUBSCRIBED AND SWORN to before me, a Notary Public, in the
City of Roanoke, Virginia, this 26th day of August, 1991.

Richard W. Hunt
Notary Public

Exhibit C to Rezoning Application - Concept Plan

Although the attached Conceptual Site Plan is not being proffered as part of the zoning amendment, it does identify the 0.17 acre parcel subject to this rezoning amendment and depicts the easement area to be conveyed to 3675 Orange Avenue, LLC, the adjacent property owner.

CONCEPTUAL SITE PLAN
FOR
3675 ORANGE AVENUE
CAR WASH



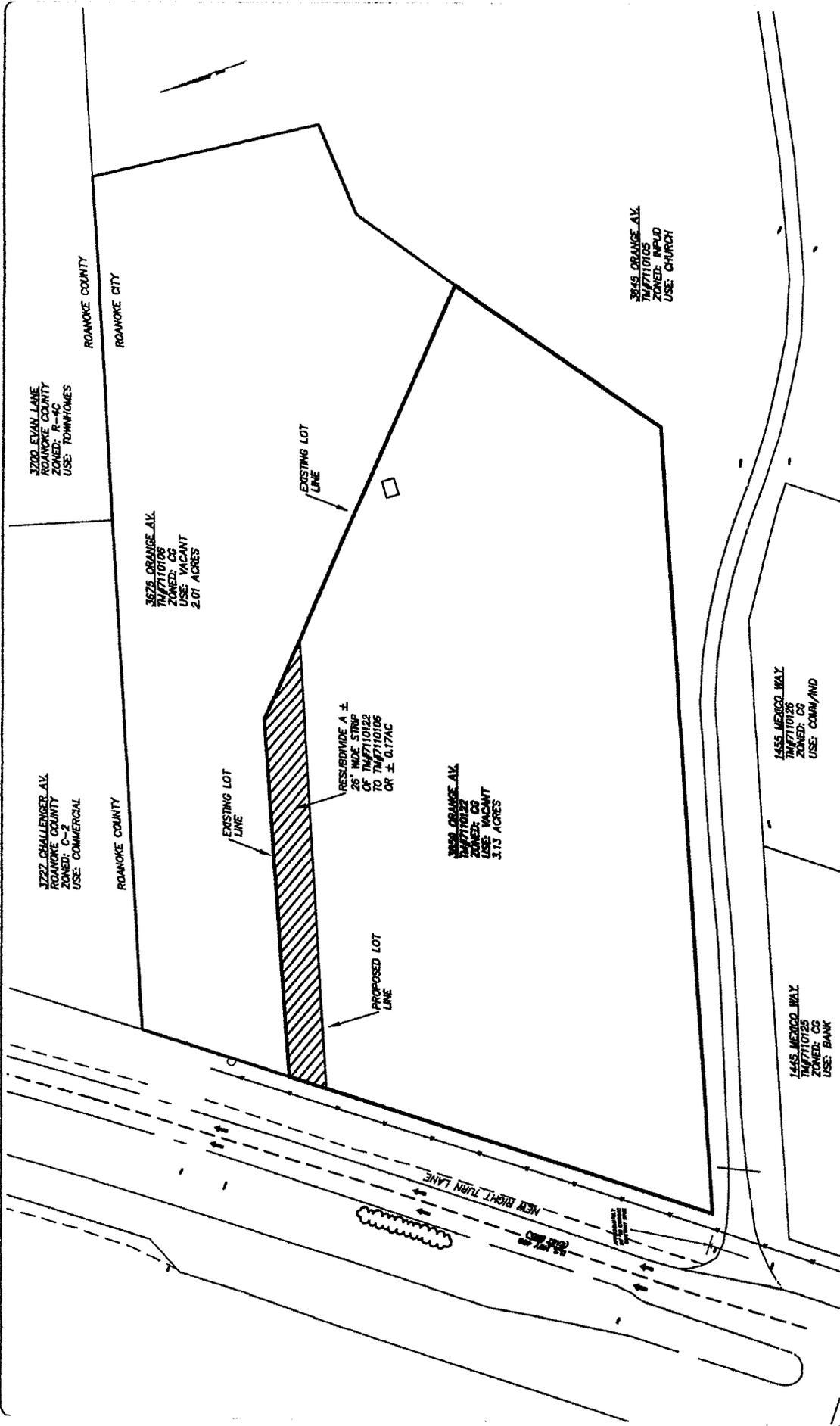
- NOTES:
- PARCEL 1: 3675 ORANGE AV. ROANOKE, VA TAXMAP: # 7110106
 - PARCEL 2: 3659 ORANGE AV. ROANOKE, VA # 7110122
 - ZONE: CG
 - SITE TO SHARE COMMON ENTRANCE ONTO US HWY 460 WITH 3659 ORANGE AV.
 - LOT ZONING INFORMATION REQUIRED - 10,000 SF MIN TO 130,680 SF MAX ACTUAL LOT AREA = 96,059 SF
 - REQUIRED LOT FRONTAGE - 100 FT MIN ACTUAL LOT FRONTAGE - 128.98 FT
 - FLOOR AREA RATIO - 5.0 MAX ALLOWED 0.04 ACTUAL (3,500 SF/96,059 SF)
 - IMPERVIOUS COVERAGE - 85% MAX ALLOWED - 27.5% ACTUAL (26,457 SF/96,059 SF)
 - SETBACKS: FRONT: 0' min. - 30' max. SIDE: 0' REAR: 0' INTERIOR CORNER - 0' min. - 15' max.
 - PARKING REQUIRED - 1.5/SERVICE BAY - 1 SERVICE BAY * 1.5 = 2 SPACES REQ'D
 - PARKING PROVIDED - 2+ SPACES PROVIDED IN PAVED PARKING AREA
 - TREE CANOPY - 10% MIN REQ'D = 96,059 SF * 10% = 9,606 SF - 11% PROVIDED = 10,566 SF * 11% = 11,623 SF
 - STORMWATER MANAGEMENT WILL BE PROVIDED BY UNDERGROUND DETENTION FOR QUANTITY AND FILTERED TREATMENT FOR QUALITY.

KEY	QTY	COMMON NAME	BOTANICAL NAME	SIZE	PLANTING HT.	REMARKS
	14	RED MAPLE	ACER RUBRUM	2" CAL	8'	WELL BRANCHED
	64	LEYLAND CYPRESS	CUPRESSOCYPARIS X LEYLANDI	5 GALLON	6'	WELL BRANCHED
	42	DWARF JAPANESE HOLLY	ILEX CRENATA	N/A	2'	FULL PLANT

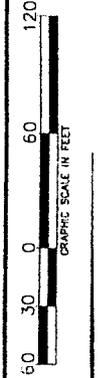
DATE: 03/14/16
PROJECT #: 2008173
DRAWN BY: MDM
CHECK BY: MDM

COVER SHEET
CAR WASH CONCEPTUAL PLAN
3675 ORANGE AVENUE
ROANOKE CITY, VIRGINIA



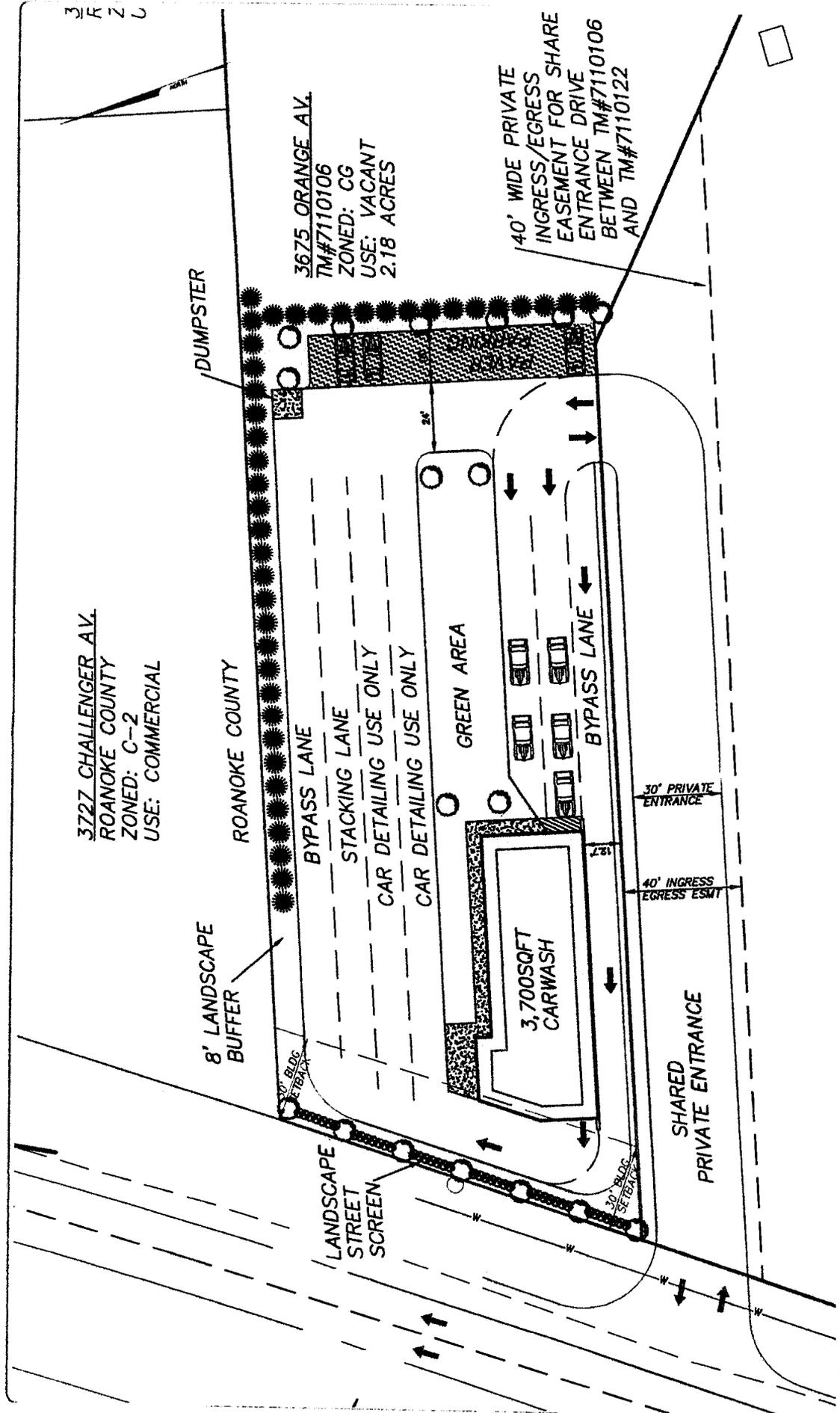


DATE: 03/14/16
PROJECT #: 2008173
DRAWN BY: MDM
CHECK BY: MDM

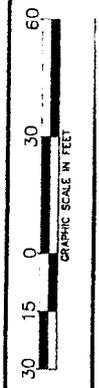


EXISTING LOT INFORMATION
CAR WASH CONCEPTUAL PLAN
3675 ORANGE AVENUE
ROANOKE CITY, VIRGINIA

MDM ENGINEERING, LLC
1000 COMMONWEALTH BLVD
SUITE 200
ROANOKE, VA 24060
703-784-4444



DATE: 08/14/16
 PROJECT #: 2008173
 DRAWN BY: MDM
 CHECK BY: MDM



CONCEPT LAYOUT PLAN
 CAR WASH CONCEPTUAL PLAN
 3675 ORANGE AVENUE
 ROANOKE CITY, VIRGINIA

MDM ENGINEERING, LLC
 1000 W. HARRISON COUNTY, VIRGINIA
 24090-1000



40F4

Exhibit D to First Amendment to Rezoning Amendment Application

Prepared by:
Whitlow & Youell, PLC
28A W. Kirk Avenue
Roanoke, VA 24011

Grantee's Address:

Tax Map Number: 7110122

THIS DEED is made this _____ day of April, 2016, by and between **VIAMAC, INC.**, a Virginia corporation ("Grantor"), and **3675 ORANGE AVENUE, LLC**, a Virginia limited liability company ("Grantee").

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand, paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey with General Warranty and Modern English Covenants of Title unto the Grantee that certain real property with the improvements thereon and the appurtenances thereunto belonging, lying and being in the City of Roanoke, Virginia, and more particularly described as follows, to-wit:

[That certain parcel containing .017 acre as shown on that certain plat prepared by _____, dated _____, a copy of which is attached hereto (the "Plat").

Together with that certain easement described as _____ as shown on the Plat.]

This Deed is subject to all easements, reservations, restrictions and conditions of record affecting the hereinabove described property.

To have and to hold said parcel of real property, together with all easements and appurtenances belonging thereto, unto the Grantee, its successors and assigns forever.

WITNESS the following signature and seal:

GRANTOR:

Viamac, Inc.

By: Victor F. Foti

Its: President

STATE OF _____

CITY /COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of April, 2016,
by Victor F. Foti, President of Viamac, Inc. on behalf of the corporation.

Notary Public

My Commission Expires: _____

Registration No. _____

Exhibit E to First Amendment to Rezoning Amendment Application

Proffered Conditions

Viamac, Inc. and 3675 Orange Avenue, LLC hereby request that all the proffered conditions enacted by Ordinance 36712-060704 and all the proffered conditions enacted by Ordinance 30727-102191 be repealed as they pertain to, respectively, Official Tax Map Nos. 7110122 and 7110106, and that the following proffered conditions be adopted as they pertain to Official Tax Nos. 7110106 and 7110122:

1. That properties shall only be used for the following uses:

PERMITTED USES:

Hotel or motel
Business service establishment, nor otherwise listed in the table in Section 36.2-315
Financial institution
Laboratory, dental, medical or optical
Laboratory, testing and research
Medical clinic
Office, general or professional
Animal hospital or veterinary clinic, no outdoor pens or runs
Funeral home
Mixed-use building
Bakery, confectionary or similar food production, retail
Building supplies and materials, retail
Car wash, not abutting a residential district
Contractor or tradesman's shop, general or special trade
Dry cleaning and laundry pick-up station
Gasoline station
General service establishment, not otherwise listed in the table in Section 36.2-315
Internet sales establishment
Laundromat
Motor vehicle rental establishment, without inventory on site
Nursery or greenhouse, commercial
Personal service establishment, not otherwise listed in the table in Section 36.2-315
Pet grooming
Retail sales establishment, not otherwise listed in the table in Section 36.2-315
Eating establishment
Eating and drinking establishment not abutting a residential district
Health and fitness center
Day care center, adult
Day care center, child
Educational facilities, elementary/middle/secondary
Fire, police, or emergency services
Government offices or other government facility, not otherwise listed in the table in Section 36.2-315
Training facility for police, fire, or emergency services

**Broadcasting studio or station
Wireless telecommunications facility, stealth**

SPECIAL EXCEPTION USES:

**Car wash, abutting a residential district
Eating and drinking establishment, abutting a residential district**

2. **The properties shall be served by a single entrance from Orange Avenue and only one entrance is permitted.**
3. **The owners of the properties shall provide and maintain landscaping between paved areas and Orange Avenue, N.E., meeting the requirements of Table 648-1 Parking Area Landscaping Standards, Street Frontage Buffering Materials of the Roanoke City Zoning Ordinance.**

ZONING DISTRICT MAP

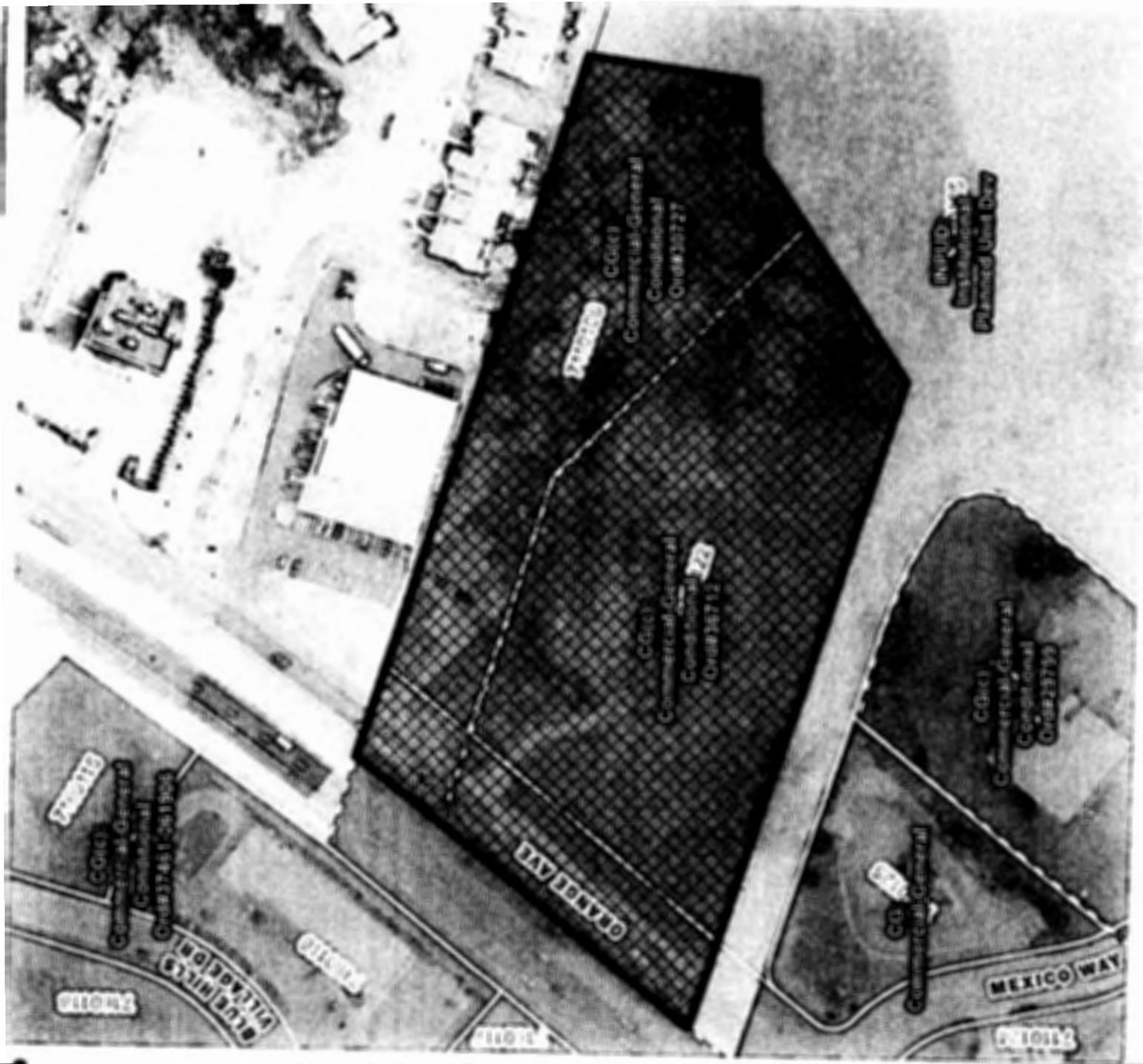
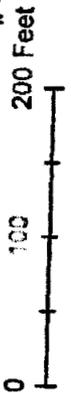
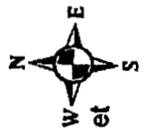
3659 and 3675 Orange Avenue NE;
 Official Tax Parcels: 7110122
 and 7110106, respectively



Area to be Rezoned

Zoning

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



5/11/16

B. 2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain properties located at 3659 and 3675 Orange Avenue, N.E., by repealing proffered conditions presently binding upon such properties and proffering new conditions; and dispensing with the second reading of this ordinance by title.

WHEREAS, Victor F. Foti, as president of Viamac, Inc. ("Viamac"), and as member of 3675 Orange Avenue, LLC ("LLC"), made a joint application to the Council of the City of Roanoke, Virginia ("City Council"), to repeal certain conditions presently binding upon (i) certain property located at 3659 Orange Avenue, N.E., bearing Official Tax Map No. 7110122 (the "Viamac Property"), and (ii) certain property located at 3675 Orange Avenue, N.E., bearing Official Tax Map No. 7110106 (the "LLC Property"), which Viamac Property and the LLC Property are zoned CG, Commercial-General District, with proffers, such proffers being accepted by the adoption of Ordinance No. 36712-060704, adopted on June 7, 2004, and Ordinance No. 30727-102191, adopted on October 21, 1991, and replacing them with new proffers;

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

WHEREAS, a public hearing was held by City Council on such application at its meeting on May 16, 2016, after due and timely notice thereof as required by §36.2-540,

Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed amendment; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to this Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice, require the repeal of the proffers applicable to the subject properties and replacing them with certain new proffers, and is of the opinion that the conditions now binding upon certain properties located at 3659 and 3675 Orange Avenue, N.E., being designated as Official Tax Map Nos. 7110122 and 7110106, respectively, should be repealed and replaced with new proffers as requested, and that such properties be zoned CG, Commercial-General District, with proffers as set forth in the Zoning Amendment Amended Application No. 1 dated April 18, 2016.

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

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect the repeal of the proffered conditions currently applicable to the Viamac Property and the LLC Property and the replacement of the same by the proffered conditions set forth in the Zoning Amendment Amended Application No. 1 dated April 18, 2016, so that the subject properties are zoned CG, Commercial-General District, with such proffers.

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

ATTEST:

City Clerk



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Personal Property Tax Exemption Request - Local
Environmental Agriculture Project, Inc. (CM16-00056)

Background:

Local Environmental Agriculture Project, Inc. (LEAP), a Virginia, non-stock, not-for-profit corporation owns and uses certain personal property located at 1327 Grandin Road S.W., Roanoke. The organization desires that its current personal property, as well as any personal property hereinafter acquired, be designated and classified as exempt from personal property taxes pursuant to the provisions of the Code of Virginia. LEAP is a local organization whose mission is to nurture healthy communities and resilient local food systems. It works closely with its community partners, farmers, and the broader community to meet this mission. LEAP programs include LEAP Community Markets (West End and Grandin Village), LEAP Mobile Market, SNAP Double Value Program and The Kitchen. The organization's current personal property consists of a 2006 Ford Cutaway Van (VIN #1FDXE45p16HA20972) and a 2010 Victory Trailer (VIN#1V9BE1212AR175157). At the time the petition was submitted, annual personal property taxes on the vehicles were \$256.65 on a total assessed value of \$7,439.

Considerations:

On May 19, 2003, City Council approved a revised policy and procedure in connection with requests from non-profit organizations for tax exemption of certain property in the City by Resolution 36331-051903, with an effective date of January 1, 2003. Based on this policy and procedure, LEAP has provided the necessary information required for applications for exemptions that would take effect July 1, 2016.

As noted above, the assessed value of the personal property at 1327 Grandin Road, S.W. is currently \$7,439. The annual personal property taxes due are \$256.65. The organization is current on its taxes. The City would be foregoing the personal property tax revenue from the organization going forward. The organization would continue to pay the license tax charges.

The Commissioner of the Revenue, Sherman Holland, has determined that LEAP is currently not exempt from paying personal property taxes by classification or designation under the Code of Virginia. The IRS recognizes the organization as a 501(c)(3) tax-exempt organization.

Notification of a public hearing to be held May 16, 2016, was duly advertised in the Roanoke Times.

Recommended Action:

Adopt an ordinance that will grant LEAP an exemption from personal property taxation pursuant to Article X, Section 6 (a) 6 of the Constitution of Virginia, and Section 58.1-3651, Code of Virginia (1950), as amended, effective July 1, 2016, for its current personal property and its after-acquired personal property to the extent that such property is used for the charitable purposes of LEAP.



Christopher P. Morrill
City Manager

Distribution: Honorable Sherman A. Holland, Commissioner of the Revenue
Honorable Evelyn W. Powers, City Treasurer
Council Appointed Officers
R. Brian Townsend, Assist. City Manager for Community Development
Sherman M. Stovall, Assistant City Manager for Operations
Barbara A. Dameron, Director of Finance
Amelia C. Merchant, Director of Management and Budget
Maureen McNamara Best, Executive Director, LEAP

of Calley

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE exempting from personal property taxation certain personal property located in the City of Roanoke and owned by Local Environmental Agriculture Project, Inc., (LEAP), an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date, and dispensing with the second reading of this Ordinance by title.

WHEREAS, LEAP, (hereinafter "the Applicant"), has petitioned this Council to exempt certain personal property of the Applicant from taxation pursuant to Article X, Section 6(a)(6) of the Constitution of Virginia;

WHEREAS, a public hearing at which all citizens had an opportunity to be heard with respect to the Applicant's petition was held by Council on May 16, 2016;

WHEREAS, the provisions of subsection B of Section 58.1-3651, Code of Virginia (1950), as amended, have been examined and considered by Council;

WHEREAS, the provisions of subsection C of Section 58.1-3651, Code of Virginia (1950), as amended have been satisfied with respect to exemption of personal property by classification; and

WHEREAS, the Applicant agrees that the personal property to be exempt from taxation is a 2006 Ford van and a 2010 Victory Trailer, and such other after acquired personal property, which shall be used by the Applicant exclusively for charitable or benevolent purposes on a non-profit basis.

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

1. Council classifies and designates Local Environmental Agriculture Project, Inc., (LEAP), as a charitable, religious, or benevolent organization within the context of Section 6(a)(6) of Article X of the Constitution of Virginia, and hereby exempts from personal property taxation current personal property and any future personal property acquired and owned by the Applicant, which property is used exclusively for charitable or benevolent purposes on a non-profit basis; continuance of this exemption shall be contingent on the continued use of the personal property in accordance with the purposes which the Applicant has designated or classified in its application.

2. This Ordinance shall be in full force and effect on July 1, 2016.

3. The City Clerk is directed to forward an attested copy of this Ordinance to the Commissioner of the Revenue, the City Treasurer, and to Maureen McNamara Best, Executive Director, Local Environmental Agriculture Project, Inc.

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

ATTEST:

City Clerk.



B.4.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Personal Property Tax Exemption Request - Blue Ridge Land Conservancy (CM16-00055)

Background:

Blue Ridge Land Conservancy, a Virginia, non-stock, not-for-profit corporation owns and uses certain personal property located at 722 First Street, S.W., Suite L., Roanoke, Virginia. The organization desires that its current personal property, as well as any personal property hereinafter acquired, be designated and classified as exempt from personal property taxes pursuant to the provisions of the Code of Virginia. Blue Ridge Land Conservancy is a Roanoke-based organization whose mission is to conserve rural and agricultural land in the Roanoke region through the use of permanent conservation easements. Blue Ridge Land Conservancy has worked with the City of Roanoke to permanently protect Carvins Cove Natural Reserve and Mill Mountain Park from excess development through conservation easements held by the Blue Ridge Land Conservancy. The organization's current personal property consists of miscellaneous office equipment and one vehicle, a 2007 Toyota Prius (VIN #JTDKB20U477555696). At the time the petition was submitted, annual personal property taxes on the equipment and vehicle were \$324.20 on a total assessed value of \$9,397.

Considerations:

On May 19, 2003, City Council approved a revised policy and procedure in connection with requests from non-profit organizations for tax exemption of certain property in the City by Resolution 36331-051903, with an effective date of January 1, 2003. Based on this policy and procedure, Blue Ridge Land Conservancy has provided the necessary information required for applications for exemptions that would take effect July 1, 2016.

As noted above, the assessed value of the personal property at 722 First Street, S.W., Suite L is currently \$9,397. The annual personal property taxes due are \$324.20. The organization is current on its taxes. The City would be foregoing the personal property tax revenue from the organization going forward. The organization would continue to pay the license tax charges on the vehicle.

The Commissioner of the Revenue, Sherman Holland, has determined that Blue Ridge Land Conservancy is currently not exempt from paying personal property taxes by classification or designation under the Code of Virginia. The IRS recognizes the organization as a 501(c)(3) tax-exempt organization.

Notification of a public hearing to be held May 16, 2016, was duly advertised in the Roanoke Times.

Recommended Action:

Adopt an ordinance that will grant Blue Ridge Land Conservancy an exemption from personal property taxation pursuant to Article X, Section 6 (a) 6 of the Constitution of Virginia, and Section 58.1-3651, Code of Virginia (1950), as amended, effective July 1, 2016, for its current personal property and its after-acquired personal property to the extent that such property is used for the charitable purposes of the Blue Ridge Land Conservancy.



Christopher P. Morrill
City Manager

Distribution: Honorable Sherman A. Holland, Commissioner of the Revenue
Honorable Evelyn W. Powers, City Treasurer
Council Appointed Officers
R. Brian Townsend, Assistant City Manager for Community Development
Sherman M. Stovall, Assistant City Manager for Operations
Barbara A. Dameron, Director of Finance
Amelia C. Merchant, Director of Management and Budget
David C. Perry, Executive Director, Blue Ridge Land Conservancy

of Callahan

B.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE exempting from personal property taxation certain personal property located in the City of Roanoke and owned by Blue Ridge Land Conservancy, an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date, and dispensing with the second reading of this Ordinance by title.

WHEREAS, Blue Ridge Land Conservancy, (hereinafter “the Applicant”), has petitioned this Council to exempt certain personal property of the Applicant from taxation pursuant to Article X, Section 6(a)(6) of the Constitution of Virginia;

WHEREAS, a public hearing at which all citizens had an opportunity to be heard with respect to the Applicant’s petition was held by Council on May 16, 2016;

WHEREAS, the provisions of subsection B of Section 58.1-3651, Code of Virginia (1950), as amended, have been examined and considered by Council;

WHEREAS, the provisions of subsection C of Section 58.1-3651, Code of Virginia (1950), as amended have been satisfied with respect to exemption of personal property by classification; and

WHEREAS, the Applicant agrees that the personal property to be exempt from taxation is a 2007 Toyota Prius and such other after acquired personal property, which shall be used by the Applicant exclusively for charitable or benevolent purposes on a non-profit basis.

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

1. Council classifies and designates Blue Ridge Land Conservancy, as a charitable, religious, or benevolent organization within the context of Section 6(a)(6) of Article X of the

Constitution of Virginia, and hereby exempts from personal property taxation current personal property and any future personal property acquired and owned by the Applicant, which property is used exclusively for charitable or benevolent purposes on a non-profit basis; continuance of this exemption shall be contingent on the continued use of the personal property in accordance with the purposes which the Applicant has designated or classified in its application.

2. This Ordinance shall be in full force and effect on July 1, 2016.

3. The City Clerk is directed to forward an attested copy of this Ordinance to the Commissioner of the Revenue, the City Treasurer, and to David C. Perry, Executive Director, Blue Ridge Land Conservancy.

4. Pursuant to the provision 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: May 16, 2016

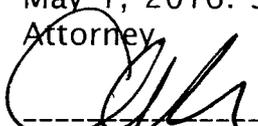
Subject: Lease Renewal for Approximately 3.6 acres of Land Located at 5401 Barns Avenue, N.W., to Jared Green and Donna Green (CM16-00058)

Background:

Since May of 1994, Jared Green and Donna Green have leased approximately 3.6 acres of City-owned land, being a portion of City-owned land located at 5401 Barns Avenue, N.W., Roanoke, Virginia, bearing Official Tax Map No. 6610101 for agricultural use. They currently lease the site for twenty dollars (\$20) per acre for a total of \$72.00 per year. Mr. and Mrs. Green have requested a new one-year lease with four (4) mutually agreed upon one-year renewal options at a lease rate of \$100.00 per year. The term of such lease shall retroactively begin on May 1, 2016. A copy of the proposed lease is attached to this City Council Report.

Recommended Action:

Conduct a public hearing on May 16, 2016, at 7:00 p.m., or as soon thereafter as the matter may be reached, on the proposed lease agreement, and after consideration of comments received by City Council at the public hearing, authorize the City Manager to execute a lease agreement with Jared Green and Donna Green for approximately 3.6 acres of city-owned land, located at 5401 Barns Avenue, N.W., Roanoke, Virginia, substantially similar to the lease agreement attached to this report with the term commencing retroactive to May 1, 2016. Such lease agreement shall be approved as to form by the City Attorney.



 Christopher P. Morrill
 City Manager

Attachment:

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

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is made as of this ____ day of _____, 2016, by and between the CITY OF ROANOKE, VIRGINIA, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia ("Lessor"), and JARED GREEN AND DONNA GREEN ("Lessee"),

WITNESSETH:

WHEREAS, the Lessor owns certain land consisting of 3.6 acres, being a portion of property designated as Roanoke Official Tax Map No. 6610101, located at 5401 Barns Avenue, N.W., in the City of Roanoke, Virginia (the "Leased Premises"),

WHEREAS, Lessee desires to lease the Leased Premises, together with all improvements situated on the Property, for the purpose of grazing of livestock, and the Lessor desires to lease the Leased Premises to Lessee for such purposes, upon the terms and conditions stated below; and

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

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

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

Section 2. Term and Renewal. The initial term of this Agreement shall be one (1) year, commencing on June 1, 2016, and ending on May 31, 2017. Thereafter, the Agreement may be renewed for up to four additional one year terms, upon the mutual agreement of the parties. Each renewal term may be exercised by the party requesting renewal providing notice to the other party in writing no later than sixty (60) days prior to the expiration of the initial term or any renewal term. The other party shall then be required to provide written notice to the party requesting such renewal and whether it agrees to the renewal term, and if so, under what conditions before the Agreement shall be renewed a subsequent term.

Section 3. Rent. (a) As consideration for this Agreement, Lessee shall pay Lessor the annual amount of ONE HUNDRED AND NO/DOLLARS (\$100.00) as rent for the initial one year term of this Agreement, and each one year renewal term or terms of the Agreement.

(b) Such rent shall be due and payable no later than June 1, 2016, for the initial term of this Agreement, and for each year of the renewal term or terms of this Agreement, and paid at the

Lessor's Office of City Treasurer, Room 254, Noel C. Taylor Municipal Building, 215 Church Avenue, S.W., Roanoke, Virginia 24011. In the event payment is not received within ten (10) days of this date, a late charge in the amount of ten percent (10%) of the annual rent shall be added to the rent amount due. Interest on all delinquent rent shall accrue at the rate of ten percent (10%) per annum.

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

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

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

Section 5. Lessee's Use of Leased Premises. (a) Purpose. Lessee shall use the Leased Premises only for the purpose of livestock grazing, and for no other purpose.

(b) Operation. Lessee shall, at its sole cost and expense, operate and maintain the Leased Premises in accordance with good practices as are customary in the industry for its intended use. Any damage done to the Leased Premises, or any other property of Lessor located on the Leased Premises, shall be repaired or replaced by Lessee at Lessee's sole expense within thirty (30) days after notification by Lessor of such damage. Any improvements made to the Leased Premises shall only be made upon Lessor's prior written approval, and any improvements authorized by Lessor shall become the property of Lessor, without Lessor owing Lessee any sums for any increase in value to the Leased Premises as a result of such improvements.

(c) Maintenance. Lessee accepts the Leased Premises in its AS IS, WHERE IS, condition. Lessor makes no warranties or representations regarding the condition of the Leased Premises, including the suitability of the Leased Premises for Lessee's intended use. Lessor shall have no responsibility to maintain, repair, or replace any portion of the Leased Premises. Except in the event of an emergency, Lessee shall provide written notice to Lessor within three (3) business days, and obtain Lessor's written approval, before commencing any maintenance, repair, or replacement, or other construction on the Leased Premises, and Lessee shall promptly restore the Leased Premises to the same condition the Leased Premises existed prior to such maintenance, replacement, or repair, after such work. Lessee agrees that any such maintenance, repair or replacement of any portion of the Leased Premises shall be performed in a good and workmanlike

manner. Lessor reserves the right, and not the obligation, for Lessor, its agents, employees, and assigns, to enter upon the Leased Premises at any reasonable time to make repairs, perform maintenance, alterations or improvements; on a case by case basis in Lessor's sole discretion, provided, however, that such repairs, maintenance, alterations, or improvements shall not unreasonably interfere with Lessee's business operations. Such right to enter shall also include the right to enter upon the Leased Premises for the purposes of inspection and to show the Leased Premises to prospective purchasers. Such reservation of rights shall not be construed to limit, modify, or waive Lessee's obligation to keep the Leased Premises in good repair and condition, and to perform maintenance, repair or replacement to Lessor's personal property and the Leased Premises when necessary. If Lessee does not plant crops on all the Leased Premises, Lessee shall mow the Leased Premises or such part thereof not used for growing crops at least twice a year between June and October and otherwise keep the Leased Premises in good appearance and free and clear of debris and litter. Lessee shall maintain all fencing. Lessee shall assume all liability for damage to Lessee's person, livestock, machinery, equipment, agents, employees, guests, invitees, and contractors. Lessee shall assume all liability for damage by its actions or actions of its livestock, machinery, equipment, agents, employees, guests, invitees and contractors

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

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

(f) Sublease of Leased Premises by Lessee. Lessee covenants and agrees that it will not sublet, license, assign, or transfer by operation of law or otherwise, this Agreement, the Leased Premises, or any right Lessee is authorized to exercise hereunder, without the prior written consent of the Lessor, and such attempted assignments without such permission shall be void. The Lessor may grant or withhold its consent in its sole discretion. Any attempt by the Lessee to sublet, license, assign, or transfer by operation of law or otherwise this Agreement, the Leased Premises, or any rights Lessee is authorized to exercise hereunder, without the prior written consent of the Lessor shall result in the automatic termination of this Agreement. Lessee agrees to provide a copy of all agreements it has currently and proposes to enter as such subleases are negotiated in the future to Lessor, prior to execution of such agreement, for Lessor's approval. Lessee guarantees Lessor that all requirements and restrictions contained in this Agreement shall be included in any sublease.

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

of Lessee's use of any hazardous material, substance or waste onto the ground or otherwise, or into the water or air from, near or upon the Leased Premises or the Property. The Lessee agrees to handle the storage and disposal of gasoline, oil, and other substances used in connection with the operation and maintenance of automobiles, in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances.

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

Section 8. Indemnification. Lessee agrees and binds itself, and shall require the same of any sublessee, to indemnify, keep and hold the Lessor, its officers, agents, employees and volunteers free and harmless from any and all claims, causes of action, damages, costs (including attorney's fees), or any liability on account of any injury or damage of any type to any persons or property growing out of or directly or indirectly resulting from any act or omission of Lessee, including but not limited to: (1) Lessee's use of the public ways or other areas of the Leased Premises in connection with this Agreement; (2) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of the Leased Premises; (3) the Lessee's exercise of any right or privilege granted by or under this Agreement or any sublease, (4) the failure, refusal or neglect of Lessee or a sublessee of Lessee to perform any duty imposed upon or assumed by Lessee by or under this Agreement or any such sublease, (5) any claim made against the Lessor made or arising out of any action by Lessee or a sublessee of Lessee, or (6) any claim brought by a sublessee of Lessee against the Lessor for any reason. In the event that any suit or proceeding shall be brought against the Lessor at law or in equity, either independently or jointly with Lessee or sublessee on account of anything set forth above, Lessee, upon notice given to it by Lessor, will defend the Lessor in any such action or other proceeding, at the cost of the Lessee; and in the event of any settlement or final judgment being awarded against the Lessor, either independently or jointly with Lessee, then Lessee will pay any such settlement or judgment or will comply with such decree, pay all reasonable costs and expenses of whatsoever nature and hold the Lessor, its officers, agents, employees and volunteers harmless therefrom.

Section 9. Environmental Indemnifications - Regardless of the City's acquiescence and in addition to the indemnification provisions contained elsewhere in this Lease Agreement, Lessee shall indemnify, defend, and hold Lessor, its officers, agents and employees, harmless from all costs, liabilities, penalties, or fines, including attorney's fees, resulting from or arising out of Lessee's violation of the environmental provisions contained in this Lease Agreement and agrees to reimburse the Lessor for any and all costs and expenses incurred in eliminating or remedying such violations. Lessee further covenants and agrees to reimburse and hold the Lessor its officers, agents and employees, harmless from all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Lessor as a result of Lessee's use, release or disposal of petroleum product, hazardous substance, material, or waste onto the ground or into the air or water. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising under these

environmental provisions, and Lessee further agrees that it will not raise or plead a statute of limitations defense in any action arising out of Lessee's failure to comply with the environmental provisions contained herein.

Section 10. Insurance. (a) Requirement of insurance. Lessee shall, at its expense, obtain and maintain during the life of the Agreement, the insurance and bonds required by this Agreement. Any required insurance and bonds shall be effective prior to the commencement of this Agreement.

(b) Commercial General Liability. Lessee shall maintain during the life of the Agreement 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 this Agreement. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence and \$1,000,000 aggregate.

(c) Contractual Liability. Lessee shall maintain during the life of the Agreement broad form Contractual Liability insurance including the indemnification obligation set forth in this Agreement if it is not included in the Commercial General Liability insurance coverage in (b) above.

(d) Workers' Compensation. Lessee shall maintain during the life of the Agreement Workers' Compensation insurance covering Lessee's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance for all its employees engaged in work under this Agreement. 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 and Employer's Liability coverage, the Lessee's insurance company shall waive rights of subrogation against the Lessor, its officers, agents, employees and volunteers.

(e) Automobile Liability. Lessee shall maintain during the life of this Agreement 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 Agreement.

(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 \$ 1,000,000. 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 Lessee to the Lessor.

(g) Fire and Extended Coverage for Structures. Lessee shall obtain and maintain fire and extended coverage insurance insuring any improvements on the Leased Premises, for direct and indirect loss or damage by fire and any other casualty covered under a broad perils, "all risks" typical fire and extended coverage property insurance policy. in an amount equal to the current fair value of the improvements. This coverage shall include the cost of demolition and removal of the

improvements, or any portions thereof, damaged by fire or other casualty. The proceeds of the fire and extended coverage insurance shall be payable to Lessor. Lessor shall have the sole right to use the proceeds to repair the improvements and continue this Agreement or retain the proceeds of insurance and terminate this Agreement.

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

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

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

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

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

Section 11. Termination, Nonrenewal, and Expiration. (a) The parties agree that either party may terminate this Agreement at any time, with or without cause, for any reason, upon ninety (90) days written notice to the other party. Upon any such early termination or nonrenewal of the Agreement, Lessee shall vacate the Leased Premises upon the expiration of the notice period. Lessee shall be liable to Lessor for all rent, additional consideration and taxes under this Agreement for the period of this Agreement prior to said termination date or nonrenewal, except as set forth in this Agreement.

(b) Site Restoration. If this Agreement is terminated, not renewed, or expires, Lessee shall have sixty (60) days from the termination or expiration date to remove its personal property, including any equipment of any sublessee, and related equipment from the Leased Premises, and to repair, replace, or restore any damage to the Leased Premises to the same conditions in which the Leased Premises existed prior to the commencement of this Agreement, ordinary wear and tear excepted. The parties acknowledge that Lessor shall have no obligation to provide security or otherwise safeguard Lessee's personal property that may be located on the Leased Premises during

this time. If Lessee's property, sublessee's property, and related equipment are not removed to the reasonable satisfaction of Lessor within sixty (60) days of the termination or nonrenewal of this Agreement, such property and equipment shall be deemed abandoned and shall become the property of Lessor and Lessee shall have no further rights thereto, or at Lessor's option, the Lessor shall have the right to remove such items and charge the Lessee the cost of such removal and/or disposal of such items.

Section 12. Limitation of Lessor's Liability.

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

Section 13. Condemnation.

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

Section 14. Notices.

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

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

If to Lessee, to: Jared Green
 Donna Green
 5606 Barns Avenue, N.W.
 Roanoke, VA 24019
 Telephone: (540) _____
 Facsimile: (540) _____

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

Section 15. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

Section 16. Nondiscrimination.

During the performance of this Agreement, the Lessee agrees as follows:

- (a) Lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Lessee. Lessee agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (b) Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state that such Lessee is an equal employment opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- (d) The Lessee will include the provisions of the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase orders of over \$10,000, so that the provisions will be binding upon each contractor, subcontractor, or vendor.

Section 15. Drug-Free Workplace

(a). During the performance of this Agreement, Lessee agrees to (i) provide a drug free workplace for Lessee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Lessee that Lessee maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(b). For the purposes of this section, "drug free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

Section 16. Faith Based Organizations.

Pursuant to Virginia Code Section 2.2-4343.1, all parties shall be advised that the Lessor does not discriminate against faith-based organizations.

Section 17. Default

(a) Each of the following shall constitute an event of default of this Agreement: (1) Lessee fails to pay rent within ten (10) days after such rent becomes due and payable; (2) Lessee fails to observe or perform any term, condition, or covenant in this Agreement; (3) noncompliance with any of the terms or obligations of Lessee under this Agreement; or (4) Lessee or guarantor files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Lessee or guarantor and is not discharged by Lessee or guarantor within sixty (60) days after such filing.

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

(c) If such default or breach is not remedied within the thirty (30) day period, the non-defaulting or non-breaching party, at its option, without further notice or demand to the defaulting or breaching party, may in addition to all other rights and remedies provided in this Agreement or at law

or in equity, terminate this Agreement and recover all damages to which it is entitled under the law. Furthermore, the Lessor shall be entitled to recover and immediately take possession of the Premises and recover, without limitation, all of Lessor's expenses of reletting, including without limitation, rental concessions to new tenants, repairs, alterations, and legal fees.

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

(e) Lessee's obligations under this Agreement with respect to all representations and indemnity shall survive the termination or expiration of this Agreement.

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

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

ATTEST:

LESSOR:

CITY OF ROANOKE, VIRGINIA, a Virginia municipal corporation

City Clerk

By: _____
Christopher P. Morrill, City Manager

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

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

My Commission expires: _____

Notary Public

Registration No. _____

LESSEE:

_____(SEAL)
Jared Green

Donna Green

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

The foregoing instrument was acknowledged before me this _____ day of
_____ 2016, by Jared Green.

My Commission expires: _____

Notary Public

Registration No. _____

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

The foregoing instrument was acknowledged before me this _____ day of
_____ 2016, by Donna Green.

My Commission expires: _____

Notary Public

Registration No. _____

Approved as to Form:

Assistant City Attorney

Approved to as Execution:

Assistant City Attorney

Authorized by Ordinance No: _____

DK

B.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute a lease agreement with Jared Green and Donna Green (“Green”), for the lease of approximately 3.6 acres of City-owned property being a portion of City-owned property located at 5401 Barns Avenue, N.W., Roanoke, Virginia, designated as Roanoke City Official Tax Map No. 6610101; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on May 16, 2016, pursuant to Sections 15.2-1800 and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

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

1. The City Manager is hereby authorized to execute a lease agreement with Green to lease approximately 3.6 acres of City-owned property being a portion of City-owned property located at 5401 Barns Avenue, N.W., Roanoke, Virginia, designated as Roanoke City Official Tax Map No. 6610101, to be used by Green for agricultural purposes, for an initial term of one year commencing June 1, 2016, and ending on May 31, 2017, subject to four (4) one year renewal terms upon the mutual agreement of the parties at an annual rental of \$100.00 per year, upon certain terms and conditions, and as more particularly described in the City Council Agenda Report dated May 16, 2016. The lease shall

be in a form approved by the City Attorney and substantially similar to the lease attached to such City Council Agenda Report.

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

ATTEST:

City Clerk.



Daniel J. Callaghan
City Attorney

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

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

B.6.

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

May 16, 2016

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

Re: Request from Western Virginia Water Authority for
Conveyance of Permanent Sewer Line Easement and
Temporary Construction Easement Across Roanoke
Official Tax Map No. 1040202

Dear Mayor Bowers and Members of Council:

Background:

The Western Virginia Water Authority ("Authority") has requested the City of Roanoke to convey a permanent sewer line easement and a temporary construction easement to the Authority across City owned real estate designated as Roanoke Official Tax Map No. 1040202. Both easements are approximately 20' in width and collectively comprise approximately 15,600 square feet. The purpose of the easements are for the installation, maintenance, and operation of a sewer line to relocate an existing 8" sewer main that will be impacted by the Franklin Road bridge replacement, and to connect such sewer main to the existing sewer main located on the property.

Considerations:

The temporary construction easement would expire upon completion of the sewer line easement, and the interests granted would revert to the City. Conveyance of the easements are in the best interest of the City and its citizens, as the need for the relocation of the sewerline easement is due to the improvements being made to the Franklin Road bridge.

Recommended Action:

Authorize the City Manager to execute a Deed of Easement, substantially similar in form to the proposed easement attached to this letter, conveying the sewer line easement and temporary construction easement, across City owned property designated as Official Tax Map No.1040202, to the Western Virginia Water Authority. All documents necessary for this conveyance shall be upon form approved by the City Attorney.

Sincerely,


Daniel J. Callaghan
City Attorney

- c: Christopher P. Morrill, City Manager
- R. Brian Townsend, Assistant City Manager
for Community Development
- Sherman Stovall, Assistant City Manager
for Operations
- Barbara Dameron, Director of Finance
- Phillip Schirmer, City Engineer
- Stephanie Moon Reynolds, City Clerk

MC

B.6.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the conveyance of a permanent sewer line easement and a temporary construction easement, both with an approximate width of twenty (20) feet and collectively encumbering approximately 15,600 square feet, over, across, and under City-owned property, located along Reserve Avenue, S.W., Roanoke, Virginia, designated as Roanoke Official Tax Map No. 1040202, to the Western Virginia Water Authority ("Authority"), upon certain terms and conditions; and dispensing with the second reading of this Ordinance by title.

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

1. The City Manager is hereby authorized, for and on behalf of the City, to execute the necessary documents providing for the conveyance of a permanent sewer line easement and a temporary construction easement, both with an approximate width of twenty (20) feet and collectively encumbering approximately 15,600 square feet, over, across, and under City-owned property, located along Reserve Avenue, S.W., Roanoke, Virginia, designated as Roanoke Official Tax Map No. 1040202, to the Authority, for the installation, maintenance, and operation of a sewer line to relocate an existing 8" sewer main that will be impacted by the Franklin Road bridge replacement, and to connect such sewer main to the existing sewer main located on the property, as more particularly set forth in the City Council Agenda Report dated May 16, 2016.
2. All documents necessary for this conveyance shall be in a form approved by the City Attorney.
3. Pursuant to Section 12, Roanoke City Charter, the second reading of this Ordinance by title is hereby dispensed with.

ATTEST:

City Clerk



C.1.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Renewal of Downtown Roanoke Service District Services Agreement (CM16-00041)

Background:

In December, 1986, City Council adopted Ordinance No. 28453-120886, which established the Downtown Service District in the City of Roanoke. At that time, and for various terms since creation of the District, the City of Roanoke has entered into agreements with Downtown Roanoke, Inc. (DRI) in order for DRI to undertake the development activities and other such additional services that are not provided uniformly throughout the City, including economic and business development, promotional activities, and those other activities provided under State Code Section 15.2-2403. The agreement between the City and DRI was last authorized by City Council on May 15, 2006, by Resolution No. 37397-051506 for a ten-year term to expire on June 30, 2016. On June 18, 2012, by Ordinance No. 39425-061812, City Council authorized the expansion of the Downtown Service District boundaries to their current configuration to include the south Jefferson Street corridor and the South Jefferson Redevelopment Area generally.

Considerations:

DRI has informed the City of its desire to continue its contractual relationship with the City to provide services within the Downtown Service District. In its request, dated March 15, 2016, (see attached) DRI proposes to enter into an agreement with an initial one-year term with a series of nine, one year mutually agreed upon renewals which would potentially take the agreement forward from July 1, 2016, through June 30, 2026. All other terms and conditions contained in the current agreement, as amended, would carry forward into this new agreement, such as the boundaries of the district and the additional service district tax rate of \$.10 per \$100 valuation of real estate.

Recommended Action:

Adopt a Resolution authorizing the City Manager to execute a Downtown Service District Services Agreement between the City of Roanoke and Downtown Roanoke, Inc. (Agreement), such Agreement to be substantially similar to that which is attached to this report and to be approved as to form by the City Attorney. Furthermore, authorize the City Manager to take such further action as is necessary to implement, administer, and enforce such Agreement.



Christopher P. Morrill
City Manager

Attachment

Distribution: Council Appointed Officers
Brian Townsend, Asst. City Manager for Community
Development
Barbara A. Dameron, Director of Finance
Wayne Bowers, Director of Economic Development
Tina L. Workman, President and CEO, Downtown Roanoke, Inc.

RECEIVED

APR 08 2016

OFFICE OF THE
CITY MANAGER



Downtown
Roanoke

March 15, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Re: Downtown Service District Agreement

Dear Mr. Morrill:

Please accept this letter as Downtown Roanoke Inc.'s (DRI's) formal request to renew the current contract (Downtown Service District Services Agreement, dated July 1, 2006) between the City of Roanoke and Downtown Roanoke, Inc. for a period of ten (10) years beginning on July 1, 2016. Our current contract to manage the area designated as the "Downtown Service District" terminates on June 30, 2016.

DRI proposes that the new Agreement be the same as the current Agreement. Letters of support from members of our Board, owners of property located in the District, representatives of various enterprises, including retailers, farmers, restauranteurs, banks and others who have businesses, or do business, within the District will follow separately prior to the Council meeting in May.

We believe the service DRI has provided to the City under the current Agreement has had a positive impact on the District and has been beneficial to the City. It is our desire to continue this relationship in the future.

If you have any questions or need additional information pertaining to this request, please contact me at 342-2028, extension 10.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina Workman".

Tina Workman
President and CEO

**DOWNTOWN SERVICE DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is dated this ____ day of _____, 2016, by and between the CITY OF ROANOKE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“City”), and DOWNTOWN ROANOKE, INCORPORATED, a corporation organized under the laws of the Commonwealth of Virginia (“DRI”);

WITNESSETH:

I. BACKGROUND

Sections 15.2-2400 *et. seq.*, of the Code of Virginia, 1950, as amended, provides in part that the governing body of a city may, by ordinance, designate a “service district” in order to provide additional or more complete services of government than are desired in the city as a whole. The governing body of a city may, under the provisions of § 15.2-2403(4) of the Code of Virginia, contract with any firm to provide such additional governmental services in a service district. Under the provisions of § 15.2-2403(6) of the Code of Virginia, the governing body may also levy and collect an annual tax on the property in a service district to pay the cost of providing additional governmental services in the district.

Downtown Roanoke, Incorporated, is a non-profit corporation organized in 1960 for the purpose of promoting the preservation and development of the central business district of the City of Roanoke.

In 1986, the Downtown Management Task Force of the City of Roanoke, under the aegis of Downtown Roanoke, Incorporated, recommended the establishment of a downtown service district (the “Downtown Service District”) for the City of Roanoke to promote economic development, management and community relations in the downtown area.

By letter of July 1, 1986 to the Honorable Clifton A. Woodrum, the Attorney General of Virginia opined that the purposes for which a City of Roanoke downtown service district would be established constitute “additional governmental services” within the meaning of § 15.1-18.2 of the Code of Virginia as then in effect.

On October 14, 1986, Downtown Roanoke, Incorporated, formally proposed to the City of Roanoke the creation of a Downtown Service District.

On December 8, 1986, the Council of the City of Roanoke adopted Ordinance No. 28453 providing for the creation of a Downtown Service District for the City of Roanoke in order to:

“provide additional governmental services not being offered uniformly throughout the entire City, including but not limited to, economic and business development and promotional activities intended to foster business retention, business recruitment and developer recruitment; planning for the development or revitalization of downtown and for the transportation and public facility and

public space needs of downtown; and those public purposes enumerated in §15.1-18.2(b), Code of Virginia (1950), as amended.”

Ordinance No. 28453 amended the Code of the City of Roanoke (1979) by the addition of new Sections 32-102, Downtown Service District Created; 32-102.1, Additional Tax Imposed; 32-102.2 Downtown Service District Defined; 32-102.3, Purposes of Tax and 32-102.4, Other Powers and Duties; the terms of Ordinance No. 28453 provide that it shall be in full force and effect on July 1, 1987.

Ordinance No. 35963-070102 amended Section 32-102.3 (a) Purposes of Tax of the Code of the City of Roanoke by eliminating the two thousand dollar administrative fee charged by the City of Roanoke for collecting, accounting and administering the tax against the revenue derived from such tax in the Downtown Service District.

Ordinance No. 39425-061812 amended Section 32-102.2 (a) Downtown Service District Defined of the Code of the City of Roanoke by modifying the definition of the boundaries of the downtown service district to include the south Jefferson Street corridor and the South Jefferson Redevelopment Area generally.

II. PURPOSE OF AGREEMENT

The City of Roanoke desires to contract with Downtown Roanoke, Incorporated, as an independent contractor on behalf of the City, to foster economic advancement and development of the Downtown Service District, and Downtown Roanoke, Incorporated, desires to serve in such capacity, on the terms and conditions set forth below.

III. AGREEMENT

In consideration of the mutual covenants and obligations herein, the City and DRI covenant and agree as follows:

3.1. Independent Contractor Relationship.

During the term of this Agreement, DRI shall be the independent contractor of the City for the purpose of undertaking the development activities in the Downtown Service District as defined by geographic boundary in § 32-102.2, Code of the City of Roanoke (1979), with tax revenues generated from the Downtown Service District pursuant to City Code § 32-102.1. In the event that the geographic boundaries of the Downtown Service District are amended by City, the area covered by this Agreement shall be automatically amended to correspond to the boundaries as then defined without the need to take further action hereunder. City agrees not to create any other contiguous predominantly business service district without first evaluating the possibility of expanding the Downtown Service District to cover the proposed area.

3.2. Term.

The term of this Agreement shall initially be for one year, commencing July 1, 2016, and ending on June 30, 2017. However, the term of this Agreement shall be automatically extended on each July, commencing July 1, 2017, for an additional one year term until June 30, 2026, at which

time this Agreement shall terminate, unless the Agreement is terminated earlier by either party under the provisions of Section 3.15 herein.

3.3. Activities to be Undertaken.

Funds made available to DRI will be applied to provide additional governmental services to the Downtown Service District which are not being offered uniformly throughout the entire City, including but not limited to:

- (a) Economic and business development and promotional activities intended to foster business retention, business recruitment and developer recruitment; planning for the development or revitalization of downtown Roanoke and for the transportation and public facility and public space needs of downtown Roanoke; and
- (b) Those other activities set forth in Virginia Code § 15.2- 2403 as shall be agreed upon from time to time by the City Manager and DRI.

3.4. Prohibited Activities.

No Downtown Service District funds from the City shall be expended by DRI for the following purposes:

- (a) Promotion of individual businesses;
- (b) Support of partisan political activities or lobbying of any legislative body, including the Roanoke City Council;
- (c) Acquisition of real property or construction of public facilities, except with the express consent of the Roanoke City Council;
- (d) Promotion or development of any area outside the Downtown Service District not incidental to promotion or development of the Downtown Service District.

3.5. Overhead Reimbursement.

The parties contemplate that the activities undertaken by DRI in connection with the Downtown Service District will constitute the principal activity of DRI during the term of this Agreement. As compensation for its services, DRI shall be entitled to apply from the funds received from the City an amount sufficient to cover a pro-rata share of DRI's overhead expense, including salaries and benefits, expenses and rents, based on total DRI receipts.

3.6. Work Program Budget.

No later than May 1 of each year during the term of this Agreement, DRI shall submit to the City Manager for approval, a work program and budget setting forth in reasonable detail the Downtown Service District activities planned for the next year and the anticipated expenditures of City funds involved. The City Manager shall approve or otherwise respond to the proposed work program and budget no later than June 1 in order that any necessary modifications be settled upon before July 1. Within the parameters established by the approved program and budget, and subject to the express limiting terms and conditions of § 15.2-2400 *et. seq.*, of the Code of Virginia (1950) as amended, and § 32-102 *et. seq.*, of the Code of the City of Roanoke (1979) as amended, and of this Agreement, DRI shall have the discretionary authority to carry out the Downtown Service District activities in such manner as it deems appropriate.

3.7. Disbursements to DRI.

- (a) For purposes of this section, the phrase “actual net revenues” shall mean actual tax receipts to the City under § 32-102.1, Code of the City of Roanoke. In no year shall total payments to DRI exceed actual net revenues for the year.
- (b) The City Director of Finance shall prior to March 1 make an estimate of actual net revenues to be received by the City pursuant to § 32-102.1 during the next succeeding fiscal year. Such estimate shall be provided to DRI prior to March 1 of each year for use by DRI in planning and budgeting for the next succeeding fiscal year (July 1 to June 30).
- (c) The City shall make two payments to DRI: one on October 15 and one on April 15. The first payment shall be in an amount equal to one-half of the City Director of Finance’s estimate of actual net revenues to the City under § 32-102.1 for the City’s fiscal year. The second payment shall be in an amount equal to one-half of the City Director of Finance’s estimate of actual net revenues to the City under § 32- 102.1 for the City’s fiscal year. At the conclusion of each fiscal year, the City shall compare actual net revenues for such fiscal year to the payments made to DRI during such fiscal year, and on or before July 15 of each year, the City shall provide DRI with a detailed accounting of property assessments for all properties in the Downtown Service District. The City shall pay to DRI the difference between actual net revenues and the total amount of the payments made to DRI prior to the conclusion of the fiscal year. Should the total amount of the two payments made to DRI in any fiscal year exceed actual net revenues, then the amount of such overpayment shall be withheld from the first payment for the next fiscal year or as mutually agreed upon.

3.8. Subcontracting.

It is contemplated that DRI will from time to time contract with firms and individuals for the acquisition of goods or services in the furtherance of the activities contemplated by this Agreement. DRI will not enter into any contract relating to activities contemplated by this Agreement or involving the expenditure of funds provided to DRI by the City under this Agreement where the amount of such contract is \$5,000 or more without written authorization of the City Manager unless the amount of the contract sum and the nature of the goods or services to be acquired were disclosed in the work program and budget submitted for the year in which the contract is to commence.

3.9. Books and Records, Audits.

DRI shall keep accurate books and records of all City funds received and disbursed, and of all activities undertaken pursuant to this Agreement. DRI will make such books and records available to the Municipal Auditor of the City or other independent auditor selected by the City during its regular office hours.

3.10. Contacts with Prospective Developers.

DRI shall inform the City’s Director of Economic Development on a regular basis of all contacts with or by potential developers with interest in the Downtown Service District. A representative

from the City's Department of Economic Development shall have the right to be present at any presentations by or to interested developers.

3.11. Board of Directors.

During the term of this Agreement, DRI shall elect one representative designated by the City Manager to be an ex officio member of the Board of Directors of DRI with full voting rights and privileges.

3.12. Indemnification.

DRI shall indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, legal actions and judgments advanced against the City or its officers, agents or employees, and for expenses the City may incur in this regard, arising out of DRI's sole and exclusive negligent acts or omissions, intentional and unintentional, with respect to carrying out this Agreement or exercising any rights, privileges or duties granted by the City to DRI through this Agreement. DRI shall have no indemnification obligation with respect to any claim, legal action, judgment, loss, cost, expense or damage for which a demand for indemnification is not received by DRI on or prior to the date which is five years from the date of expiration or termination of this Agreement.

3.13. Insurance.

- (a) DRI shall obtain and maintain, and require any subcontractor to obtain and maintain, during the life of this Agreement a policy or policies of comprehensive general liability insurance with an insurance company or companies licensed to do business in Virginia, which policy or policies shall provide coverage with respect to claims arising out of the subject matter of this Agreement. The amount of such insurance shall not be less than:
 - 1. In the case of bodily injury liability insurance, \$1,000,000.00 for injuries, including death, to one person in any one occurrence, and \$2,000,000.00 annual aggregate;
 - 2. In the case of property damage insurance, \$1,000,000.00 for damage in any one occurrence, and \$2,000,000.00 annual aggregate;
 - 3. The above amounts may be met by "umbrella" coverage provided that such "umbrella" coverage shall pick up at the maximum levels of underlying coverage so that there shall be no gaps in coverage.
- (b) DRI, and any subcontractor, shall name the City and its officers, agents and employees, as additional insureds on the above policies.
- (c) DRI shall furnish the City with certificates evidencing the required coverage and containing a statement to the effect that the coverage shall not be cancelled or materially altered except after ten (10) days' written notice to the City. DRI shall be responsible to maintain in their files, copies of any subcontractor certificates.
- (d) During the life of this Agreement, DRI shall furnish the City with a fidelity bond on its employees in an amount not less than \$100,000.00.

3.14. Assignment.

Neither the City nor DRI may assign its rights or obligations hereunder without the prior written consent of the other.

3.15. Notices.

Any notices required by the terms of this Agreement shall be deemed to have been given when delivered in person to or deposited in the U.S. mail, postage pre-paid, registered, or certified, addressed to:

If to the City:

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

Copy to:

Director of Economic Development
City of Roanoke
117 Church Avenue, S.W.
Roanoke, VA 24011

If to DRI:

President and CEO
Downtown Roanoke, Incorporated
213 Market Street
Roanoke, VA 24011

or at such other address as each party may designate for itself by notice given in accordance with this Section 3.15.

3.16. Termination.

The City or DRI may terminate this Agreement at any time, for cause, by giving notice pursuant to Section 3.15 of this Agreement provided that reasonable notice and opportunity to cure shall first be afforded. The City may terminate this Agreement at any time if DRI applies funds paid to DRI by the City for any purpose other than the purposes contemplated by this Agreement, provided that reasonable notice and opportunity to cure shall first be afforded.

3.17. Employment Discrimination Prohibited.

(A) During the performance of this Agreement, DRI agrees as follows:

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

- ii. DRI, in all solicitations or advertisements for employees placed by or on behalf of DRI, will state that DRI is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(B) DRI will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.18. Drug Free Workplace.

During the performance of this Agreement, DRI agrees to (i) provide a drug-free workplace for DRI's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of DRI that DRI maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.19. Faith Based Organizations.

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

3.20. Payments To Others By DRI.

DRI agrees that DRI will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding DRI's payment to other entities and DRI will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to DRI by the City. DRI further agrees that DRI shall indemnify and hold the City harmless for any lawful claims resulting from the failure of DRI to make prompt payments to all persons supplying DRI equipment, labor, tools, or material in connection with the work provided for in the Agreement. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to DRI, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Agreement and make such payment, if the City determines it to be appropriate to do so.

3.21. Compliance With Laws And Regulations, And Immigration Law.

DRI agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. DRI further agrees that DRI does not and shall not during the performance of its Agreement; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

3.22. Forum Selection And Choice Of Law.

This Agreement 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 for any litigation, suits, and claims arising from or connected with this Agreement 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 Agreement voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this 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 this Agreement.

3.23. Severability.

If any provision of this Agreement, 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 this Agreement shall not be affected and all other terms and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.24. Contractual Disputes.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Agreement or notice from the City to DRI that the City disputes the amount of DRI's request for final payment. However, written notice of DRI's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by DRI. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. DRI may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of DRI's claim. The decision of the City Manager shall be final and conclusive unless DRI within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in DRI being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be DRI's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Agreement.

3.25. Agreement Subject To Funding.

This Agreement is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Agreement, DRI agrees that the City may terminate this Agreement on seven (7) days written notice to DRI, without any penalty or damages being incurred by the City. DRI further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

3.26. Ethics In Public Contracting.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Agreement.

3.27. Compliance With State Law; Foreign And Domestic Businesses Authorized To Transact Business In The Commonwealth Of Virginia.

DRI shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor 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. DRI 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 Agreement. The City may void the Agreement if DRI fails to remain in compliance with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have executed this Downtown Service District Services Agreement as of the date first written above.

ATTEST:

CITY OF ROANOKE, VIRGINIA

City Clerk

Christopher P. Morrill, City Manager

ATTEST:

DOWNTOWN ROANOKE,
INCORPORATED

Its Secretary

President & CEO

Funds approved for this contract:

Director of Finance

Acct # _____

Approved as to Form:

City Attorney

Approved as to Execution:

City Attorney

DOWNTOWN ROANOKE, INC.

Our mission is to make
Downtown Roanoke the preferred
place to live, work, & play.



Downtown
Roanoke
make it yours



WHAT WE DO

Clean and Safe Initiatives

Beautification

Economic Development

Event Management

Marketing

Management of Historic Farmer's Market

CLEAN AND SAFE INITIATIVES

- Trash Compactor Program
- Big Belly Solar Compactors
 - DRI purchased and donated 26 of these units to the City
- Downtown Ambassador Program – DRI hired a downtown ambassador to keep sidewalks free of litter and debris, welcome visitors, and be a presence in the Market Area
- Bird Abatement Program
- Meet regularly with City Departments



Downtown Ambassador



Big Belly Solar Compactor

BEAUTIFICATION

Hanging Basket Program

- DRI added over 150 new baskets to the downtown area
- DRI added 10 additional planters along Market Street with the goal of adding more this year along Jefferson Street
- DRI plants Market Square, Market Street, and Century Plaza with donations from various businesses and farmers



Hanging Baskets



Market Planters

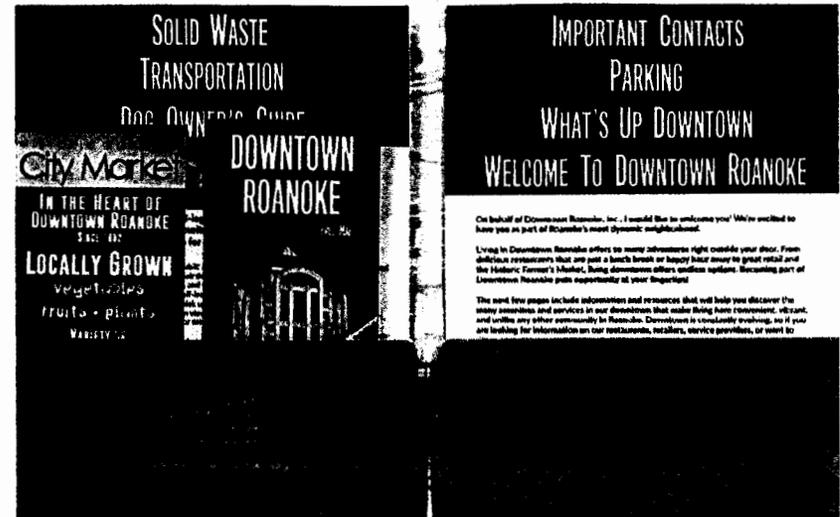
ECONOMIC DEVELOPMENT

- Retail Recruitment Brochure
- Store Front Activation Program
- Business Recruitment Mailing
- Monthly Business Visits
- Data Collection /Property Availability
- Downtown Starline Trolley
- Programs tailored specifically for business
- Downtown Restaurant Week
- Downtown Sidewalk Sale
- Downtown Office Tour



ECONOMIC DEVELOPMENT

- Resident Welcome Kit
- Downtown Plan
- Meet Quarterly with Retail/Restaurants
- Business Welcome Packets



Resident Welcome Kit

EVENT MANAGEMENT

(UNDER SEPARATE CONTRACT)

DRI is the permitting agent for the City of Roanoke.

DRI processed over 250 permits last year.

DRI produces 10 major events a year and brings more than 100,000 people downtown annually.

Elmwood on Ice

Dickens of a Christmas

Downtown Restaurant Week

City Market Saturdays

Party in the Market

Party in the Elmwood

Movies in the Market

St. Patrick's Day Parade

Downtown Sidewalk Sale

Summer Concert Series



Summer Concert Series



Movies in the Market



St. Patrick's Day Parade

ELMWOOD ON ICE

In partnership with the City of Roanoke DRI created and managed an outdoor Ice Rink in Elmwood Park.

This new outdoor Winter attraction drew over 13,500 people into the downtown area.



SUMMER CONCERT SERIES

DRI partnered with the City of Roanoke for the kick off “Welcome to Elmwood Concert featuring Sheryl Crow” which drew 4,500 in attendance.

DRI created a Summer Concert Series that draws over 10,000 attendees into Elmwood Park.



Welcome to Elmwood Concert featuring Sheryl Crow



Joan Jett - Summer Concert Series

MARKETING

New Website - DowntownRoanoke.org

E-Newsletter

Gift Card Program

Downtown Map

Marketing Campaigns

Young Professional Campaign

An Address that Mean Business

Event Marketing

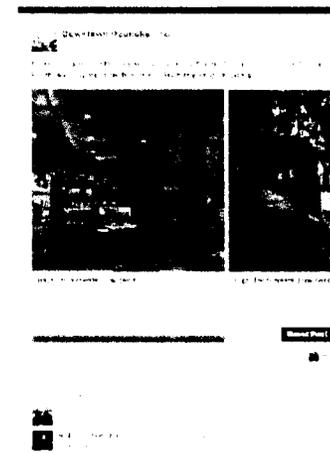
Holiday Shopping



Downtown Map



New Website



Young Professional Campaign

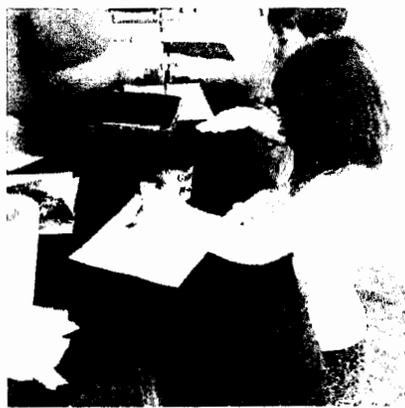
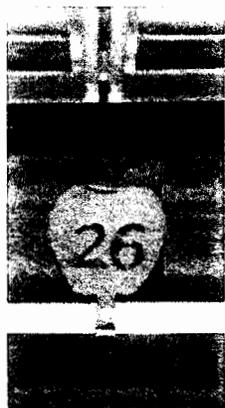


Gift Cards

HISTORIC ROANOKE CITY MARKET

(UNDER SEPARATE CONTRACT)

- Actively recruit new vendors to the market; maintain a 65/35 ratio from Farmer to Crafter
- Grown the Snap/EBT program to include a dollar for dollar match up to \$15
- Produce weekly events in the Market
- Secured HUD Improvement Grant to renovate the Market with new awnings, tables, electrical upgrades, fans, painting and signage



Market Upgrades

Activities on the Historic Roanoke City Market

DOWNTOWN HIGHLIGHTS

- Expanded the Service District in 2011 to include all of the Jefferson Street Corridor
- All property owners are designated as free members of the organization
- Assisted in the Renovation of Market Square
- Assisted in the Renovation of Elmwood Park
- Involved in the upcoming Downtown Plan



May 5, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Chris:

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract; a contract that allows them to manage and promote the Downtown Service District.

Through my leadership roles with DRI I know it has long been a positive force in the downtown area for many years. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on many other important issues such as vagrancy, litter, parking, storefront improvements and bird abatement.

Over the years, DRI has made significant progress in realizing it's vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I am also proud of DRI's work to expand downtown to include South Jefferson Street and the Riverside Center. It has an important mission to attract, retain and expand the number of businesses, visitors and residents in the downtown.

I hardily support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Mills, Jr.'.

Curtis E. Mills, Jr.
Senior Vice President

MARTIN, HOPKINS & LEMON, P.C.

Attorneys at Law

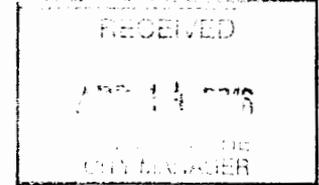
Telephone 540.982.1000 x 225
Facsimile 540.982.2615
swlemon @ martinhopkinsandlemon.com

1000 Wells Fargo Tower
10 South Jefferson Street
Roanoke, Virginia 24011-1314

Mailing Address
P.O. Box 13366
Roanoke, Virginia 24033-3366

April 11, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011



Dear Chris,

I write in support of the renewal of Downtown Roanoke, Inc.'s contract to manage the Downtown Service District.

As a long term commercial property owner and past chairman of DRI, I have seen firsthand the positive impact that the organization has on downtown. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI has done a good job managing the Historic Farmers Market in an era of fewer farmers with marketing opportunities closer to their farms, and has also kept downtown events such as Dickens of a Christmas, the St. Patrick's Day Parade and Festival successful and up to date. Additionally, DRI has worked diligently on unglamorous, but necessary issues, such as vagrancy, litter, parking, and bird abatement. It is in this last category that I believe they provide their greatest value to property owners.

I support the city's renewal of DRI as the manager of the Downtown Service District.

Sincerely,

Stephen W. Lemon



**ROANOKE REGIONAL
PARTNERSHIP**

111 Franklin Plaza, Suite 333 • Roanoke, VA 24011-2111
540-343-1550
www.roanoke.org • info@roanoke.org

April 8, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract; a contract that allows them to manage and promote the Downtown Service District.

DRI has long been a positive force in the downtown area for over 60 years. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on unglamorous, but necessary issues, as vagrancy, litter, parking, and bird abatement.

Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I want to support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth S. Doughty", written over a large, stylized flourish.

Beth S. Doughty
Executive Director



Hall Associates
Commercial Real Estate Solutions

April 8, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
213 Market Street
Roanoke, VA 24011

Dear Chris,

I want to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract: a contract that allows them to manage and promote the Downtown Service District.

I have worked in downtown since 1979. The downtown district has continued to improve over the last 36 years. The improvement is the result of the hard work from various private and public groups. DRI has always been a constant and consistent supporter for the improvement of downtown. DRI does so much more than manage the market vendors, as city management knows. Just a few of the major tasks DRI performs.

- Dickens of a Christmas
- St. Patrick's Day Parade and Shamrock Festival
- Party in Elmwood
- Party in the Market

hallassociatesinc.com

Individual Memberships CCM, SIOR, CPM, SRA, FRICS, ICSC

Roanoke

213 S. Jefferson Street, Suite 1007, Roanoke, VA 24011

540-982-0011 phone 540-344-1730 fax



Hall Associates
Commercial Real Estate Solutions

- City Market Saturdays
- Harvest Festival
- Movies in the Market
- Downtown Restaurant Week
- Downtown Roanoke Sidewalk Sale

Over the last few years, DRI has integrated the expanded district into their work plan, expanded Wi-Fi, assisted with opening and programming Elmwood Park, as well as the trash compactors, the solar trash bins, hanging baskets etc.

As a citizen of Roanoke City and a long-term downtown worker, the return the city and the service district taxpayers gets from DRI is outstanding.

I whole-heartedly support the renewal to the contract. Tina Workman and her staff have worked tirelessly for the improvement of the service district and in my opinion there is no other group that could achieve the accomplishments of DRI.

Sincerely,

Bill

William D. Poe
Executive Vice President
Hall Associates

hallassociatesinc.com

Individual Memberships: CCIM, SIOR, CPM, SRA, FRICS, ICSC

Roanoke

213 S. Jefferson Street, Suite 1007, Roanoke, VA 24011

540-962-0011 phone 540-344-1730 fax



701 Patterson Avenue
Roanoke, VA 24016
P. 540 344 8499
F. 540 344 4079
visitaccess.com

April 13, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew its Service District contract.

I am almost embarrassed to admit how ignorant I was of the vital role that DRI plays in the economic development and vitality of not only the City of Roanoke, but of the region. Once I began to learn more, I was overwhelmed by the work, the passion and the sheer number of things that DRI does to make Downtown Roanoke perhaps the most essential hub in Virginia's Blue Ridge promoting tourism, business, culture and more.

While I respect and support all of the organizations working to make our region great, I would submit that the city would find it hard to name another group that does as much hands-on, heavy lifting in the trenches as Tina Workman and the staff at DRI. Imagine for a moment our city without:

- The Christmas and St. Patrick's Day Parades and Dickens of a Christmas
- The Farmer's Market
- The hanging baskets
- The improved waste management systems of the clean and safe program
- Party in Elmwood
- Downtown Restaurant Week

Chris, no one knows better than you how hard DRI works behind the scenes to support the city at every step, never afraid to take the front lines and be the face for the city on issues both large and small when needed. They are always there to take the hits, but rarely does DRI seek any glory — they just get the job done. Again, I support DRI's renewal of the Downtown Service District and present it to Roanoke City Council for their approval.

Sincerely,

Tony Pearman
Owner, CEO Access

April 12, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, Virginia 24011

Re: Downtown Roanoke, Inc. – Service District Contract

Dear Chris:

I write in support of the renewal of the Service District Contract between the City and Downtown Roanoke, Inc. ("DRI").

I have been involved with DRI for a number of years and currently serve as the Chairman of its Foundation. DRI has been a consistent, positive force for downtown development and redevelopment for decades. As an organization whose mission is focused solely on downtown, DRI brings together the public and private sectors, businesses as well as residents, in order to improve and maintain the City's downtown core. The investments and energies expended by DRI have benefitted not only those who live and work downtown, but the balance of the City and beyond. Renewal of the Service District Contract will allow DRI's important focus on downtown to continue.

Very truly yours,



Maryellen F. Goodlatte

MFG:lnn:1432005

VIRGINIA MUSEUM OF TRANSPORTATION

April 11, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Chris,

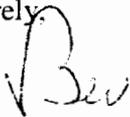
I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew its Service District contract, a contract that allows DRI to manage and promote the Downtown Service District.

As a board member of DRI for over 20 years and a current member of the Foundation for Downtown Roanoke, I have participated in the process and have seen the benefits accrue to the City of Roanoke. This arrangement has led to great innovation and progress. The changes in downtown since 1979 are a miracle to see and it is clear that the public/private partnership between the City of Roanoke and DRI continues to work well.

With all the projects underway from the Church Avenue hotel to the Thornton construction at Williamson Road, the success of the amphitheater and new announcements for the VTC, and more apartments on South Jefferson, it is clear that we are working together and doing great things, not just for the City of Roanoke but for the Valley and Western Virginia as well!

We urge you and members of the Roanoke City Council to support renewal of our partnership in the Downtown Service District as we move the core of Western Virginia— Downtown Roanoke, our crown jewel—forward.

Sincerely,



Beverly T. Fitzpatrick, Jr.
Executive Director
Virginia Museum of Transportation, Inc.
540-767-4640



April 15, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

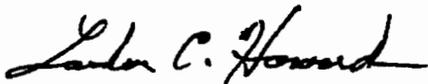
I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract; a contract that allows them to manage and promote the Downtown Service District.

DRI has long been a positive force in the downtown area for over 60 years. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on unglamorous, but necessary issues, as vagrancy, litter, parking, and bird abatement.

Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I want to support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,



Landon C. Howard
President

Hist:Re

PARTNERS LLC

April 15, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Re: Downtown Roanoke, Inc., Service Contract

Dear Chris,

I would like to express my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract.

DRI has long been a positive force in downtown: as a proponent and supporter of downtown living, as a resource for business recruitment and retention, and as an advocate for clean and safe beautification initiatives such as the creation of Market Square plaza.

DRI plays many important roles - seen and unseen - such as managing the Historic Farmers Market and producing City wide events such as Dickens of a Christmas and St. Patrick's Day Parade and Festival, as well as working diligently on unglamorous, but necessary issues, such as vagrancy, litter, parking, and bird abatement.

Over the years, DRI has made significant progress realizing its vision for Roanoke's downtown as a 24-hour center of activity for all ages; a safe and attractive place to visit, to work and to live. I want to express my support for their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,



Lucas L. Thornton
Managing Member
The Hist:Re Partners, LLC



April 13, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract; a contract that allows them to manage and promote the Downtown Service District.

DRI has long been a positive force in the downtown area for over 60 years. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on unglamorous, but necessary issues, as vagrancy, litter, parking, and bird abatement.

Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I want to support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

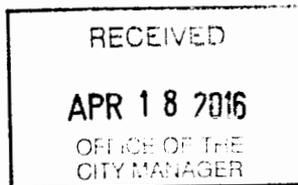
Sincerely,

A handwritten signature in black ink that reads "Ellic White". The signature is written in a cursive, flowing style.

Ellic White
Coca-Cola Bottling Co. Consolidated

ROANOKE REGIONAL AIRPORT COMMISSION

5202 Aviation Drive
Roanoke, VA 24012-1148
(540) 362-1999
FAX (540) 563-4838
www.roanokeairport.com



April 12, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill:

On behalf of the Roanoke-Blacksburg Regional Airport and the Roanoke Regional Airport Commission, I would like to pledge support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract; a contract that allows them to manage and promote the Downtown Service District.

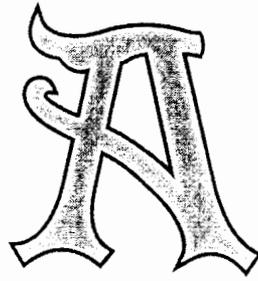
DRI has been a positive force in the downtown area for over 60 years. It has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events such as Dickens of a Christmas and the St. Patrick's Day Parade and Festival. For the 2015-16 winter season, the Roanoke-Blacksburg Regional Airport was one of the co-sponsors with DRI for the successful downtown ice rink. DRI also has worked meticulously on unglamorous, but necessary issues, as vagrancy, litter, parking and bird abatement.

Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. As a board member of DRI, I fully support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown area and the benefits to the region it provides. It also creates an exciting destination that could drive traffic through the airport.

Again, I support DRI's renewal of the downtown service district and present it to the Roanoke City Council for their approval.

Sincerely,

Tim Bradshaw
Executive Director



**APPALACHIA
PRESS**

LETTERPRESS · STATIONERY · WEDDING · DESIGN

April 10, 2016

Mr. Chris Morrill
City Manager, City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I am writing to affirm my support for Downtown Roanoke, Inc. Please renew their Service District contract; allowing them to continue their good work managing and promoting Downtown Roanoke and our incredible Historic Farmer's Market.

As a former Board Member, I have seen first-hand the impact that DRI has made on our city center. This progress can only be made by having a dedicated, organized effort – in place and focused on the Downtown Service District. I would like to see this momentum continue promoting downtown living and our retail businesses specifically. They do a fine job keeping the Market area programmed and clean by maintaining excellent relationships with other city departments. I am impressed with their open dialogue between residents/businesses and the Roanoke City Police Department.

As you know, DRI is responsible for attracting thousands to our city by managing the Historic Farmers Market, and by producing City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival.

Again, I support DRI, Inc. and the work they do.

Sincerely,

John W. Reburn, III
Appalachia Press
Resident, Retailer, and Property Owner at 108 Salem Ave, SE
Studio Rental at 128 Albemarle Ave, SE
Retailer at 913 13th Street (inside Black Dog Salvage)

JOHN REBURN
108 SALEM AVENUE, SE, ROANOKE, VIRGINIA 24011
540-343-0296 APPALACHIAPRESS@GMAIL.COM



Roanoke City Market
308-3 Market Street
Roanoke, VA 24011
540-342-6061
540-342-6063

May 1, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill:

As a Roanoke native and one who has been in school or working downtown since 1986, I have seen Downtown Roanoke evolve into this jewel that it is. One of the largest reasons for today's downtown is the tireless, dedicated work of Downtown Roanoke Inc. I would like to pledge my support for the renewal of the Service District contract allowing DRI to continue to manage and promote the Downtown Service District.

DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on unglamorous, but necessary issues, as vagrancy, litter, parking, and bird abatement.

The mission for DRI is to make downtown the place for all ages to visit, work, live, play and, I would add, SHOP. As a co-owner of our family business, chocolatepaper, I feel it is imperative to develop and augment the retail offerings in downtown. I look forward to seeing how DRI completes this task as they have so many others.

Thank you for your commitment and dedication to downtown, Mr. Morrill. Please continue that in supporting the renewal of the downtown service district and presenting it to Roanoke City Council for their approval.

Sincerely,

Melissa Palmer

Melissa Palmer
chocolatepaper

May 5, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract; a contract that allows them to manage and promote the Downtown Service District.

DRI has long been a positive force in the downtown area for over 60 years. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events: such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on unglamorous, but necessary issues, as vagrancy, litter, parking, and bird abatement.

Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I want to support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Bethany M Sherman", followed by a horizontal line extending to the right.

Bethany M Sherman
Cox Communications

March 15, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract; a contract that allows them to manage and promote the Downtown Service District.

DRI has long been a positive force in the downtown area for over 60 years. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on unglamorous, but necessary issues, as vagrancy, litter, parking, and bird abatement.

Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I want to support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Belcher', with a long horizontal flourish extending to the right.

Tim Belcher
Historic City Farmers Market Vendor
Rolling Meadows Farms

March 15, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract: a contract that allows them to manage and promote the Downtown Service District.

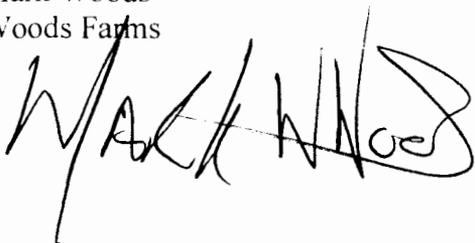
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Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I want to support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,

Mark Woods
Woods Farms

A handwritten signature in black ink that reads "Mark Woods". The signature is stylized and cursive, written over the printed name "Mark Woods" and "Woods Farms".

March 15, 2016

Mr. Chris Morrill
City Manager
City of Roanoke
215 Church Avenue, Room 364
Roanoke, VA 24011

Dear Mr. Morrill,

I would like to pledge my support for the current efforts by Downtown Roanoke, Inc. to renew their Service District contract: a contract that allows them to manage and promote the Downtown Service District.

DRI has long been a positive force in the downtown area for over 60 years. DRI has been a proponent and supporter of downtown living, business recruitment, clean and safe initiatives, as well as beautification. DRI currently manages the Historic Farmers Market, and produces City of Roanoke events; such as Dickens of a Christmas and St. Patrick's Day Parade and Festival. Additionally, DRI has worked diligently on unglamorous, but necessary issues, as vagrancy, litter, parking, and bird abatement.

Over the years, DRI has made significant progress in realizing its vision of making the downtown a 24-hour center of activity for all ages to visit, work, live and play. I want to support their mission of attracting, retaining and expanding the number of businesses, visitors and residents in the downtown.

Again, I support DRI's renewal of the downtown service district and present it to Roanoke City Council for their approval.

Sincerely,

A handwritten signature in black ink that reads "Don Petersen". The signature is written in a cursive, flowing style.

Don Petersen
Downtown Property Owner



Fw: Downtown Roanoke Inc Service District contract
Chris Morrill to: Brian Townsend

04/27/2016 09:24 AM

Chris Morrill
City of Roanoke

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----- Forwarded by Chris Morrill/Employees/City_of_Roanoke on 04/27/2016 09:24 AM -----

From: "Leeson, Todd A." <Leeson@gentrylocke.com>
To: "chris.morrill@roanokeva.gov" <chris.morrill@roanokeva.gov>,
Cc: "tinaw@downtownroanoke.org" <tinaw@downtownroanoke.org>, "Maria St. Clair" <marias@downtownroanoke.org>
Date: 04/27/2016 09:20 AM
Subject: Downtown Roanoke Inc Service District contract

Hi Chris. I write in my capacity as a partner with Gentry Locke. I am also on the DRI Board.

I request that the City renew its Service District contract with DRI.

I support DRI's renewal of the downtown service district and believe DRI is effective in its role as an advocate for downtown as a play to work, visit, live and play.

web | bio | map

Todd A. Leeson

Direct: 540.983.9437 | Cell: 540.815.8033

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yc

C.I.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager's issuance and execution of a Downtown Service District Services Agreement ("Agreement") between the City of Roanoke ("City") and Downtown Roanoke, Incorporated ("DRI") to continue to provide services within the Downtown Service District; and authorizing the City Manager to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of such Agreement.

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

1. The City Manager is hereby authorized, for and on behalf of the City, to issue and execute an Agreement between the City and DRI for continued administration of the Downtown Service District, by providing for business development activity and other additional services that are not provided uniformly throughout the City, pursuant to Section 15.2-2403, of the Code of Virginia (1950) as amended. The agreement shall be made at the same tax imposed rate as the current agreement (\$10 per \$100.00 valuation of real estate) for an initial term of one year, subject to nine additional one year extensions thereafter, commencing July 1, 2016, and upon the same terms and conditions as the City's current agreement with DRI, all as more fully set forth in the City Council Agenda Report dated May 16, 2016.

2. The form of such Agreement shall be approved by the City Attorney.

3. The City Manager is further authorized to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of the Agreement with DRI.

ATTEST:

City Clerk.



C. 2.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: May 16, 2016
Subject: Renewal of Williamson Road Area Service District Services Agreement (CM16-00048)

Background:

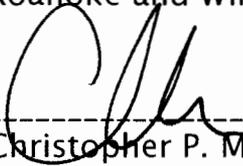
In May 1993, City Council adopted Ordinance No. 31472-052493, which established the Williamson Road Area Service District in the City of Roanoke. At that time, and for various terms since creation of the District, the City of Roanoke has entered into agreements with the Williamson Road Area Business Association, Inc. (WRABA) in order for WRABA to undertake the development activities and other such additional services that are not provided uniformly throughout the City, including economic and business development, promotional activities, and those other activities provided under State Code Section 15.2-2403. The agreement between the City and WRABA was last authorized by City Council on May 1, 2006, by Resolution No. 37377-050106 for a ten-year term to expire on June 30, 2016.

Considerations:

WRABA has informed the City of its desire to continue its contractual relationship with the City to provide services within the Williamson Road Area Service District. In its request, dated November 25, 2015 (attached), WRABA proposes to enter into an agreement with an initial one-year term with a series of nine, one year mutually agreed upon renewals which would potentially take the agreement forward from July 1, 2016, through June 30, 2026. Other terms and conditions contained in the current agreement would carry forward into this new agreement, such as the boundaries of the district and the additional service district tax rate of \$.10 per \$100 valuation of real estate.

Recommended Action:

Adopt a Resolution authorizing the City Manager to execute the attached Williamson Road Area Service District Services Agreement between the City of Roanoke and Williamson Road Area Business Association, Inc.



Christopher P. Morrill
City Manager

Attachment

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager for Community
Development
Barbara A. Dameron, Director of Finance
Chris Chittum, Director of Planning, Building, & Development
Wayne Bowers, Director of Economic Development
Wendy J. Jones, Executive Director, Williamson Road Area Business
Association, Inc.

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

Page 1 of 11

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

THIS AGREEMENT, made the__ day of _____, 2016, by and between the **CITY OF ROANOKE, VIRGINIA (“City”)**, a political subdivision of the Commonwealth of Virginia, and **WILLIAMSON ROAD AREA BUSINESS ASSOCIATION, INC. (“WRABA”)**, a corporation organized under the laws of the Commonwealth of Virginia;

WITNESSETH:

SECTION I. DEFINITIONS

“City” shall mean the City of Roanoke, Virginia, a political subdivision of the Commonwealth of Virginia.

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

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

“City Code” shall mean the Code of the City of Roanoke (1979), as amended.

“Virginia Code” shall mean the Code of Virginia (1950), as amended.

“Service District” shall mean the Williamson Road area service district created by Section 32-103 of the City Code.

“WRABA” shall mean the Williamson Road Area Business Association, Inc., a corporation organized under the laws of the Commonwealth of Virginia.

SECTION II. BACKGROUND

The Virginia General Assembly in 1981 enacted Section 15.2-2400 of the Virginia Code, *et. seq.* to provide that the governing body of a city may, by ordinance, create service districts in order to provide additional or more complete services of government than are desired in the city as a whole. The governing body of a city may, under the provisions of Section 15.2-2403(4) of the Virginia Code contract with any firm to provide such additional governmental services in a service district. Under the provisions of Section 15.2-2403(6) of the Virginia Code, the governing body may also levy and collect an annual tax on the property in such service district to pay the cost of providing additional governmental services in the district.

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

The WRABA is a non-profit corporation organized in 1981 for the purpose of promoting the development of the Williamson Road area of the City. The WRABA recommended the establishment of the Williamson Road area Service District to promote economic development, management, and community relations in the Williamson Road area. On April 12, 1993, City Council, at the request of the WRABA, held a public hearing pursuant to Section 58.1-3007 of the Virginia Code concerning the proposal of the WRABA to the City of Roanoke to create a Service District.

On May 24, 1993, City Council adopted Ordinance No. 31472-052493, providing for the creation of a Service District to provide additional governmental services not being offered uniformly throughout the entire City, including but not limited to, economic and business development and promotional activities intended to foster business retention, business recruitment and developer recruitment, planning for the revitalization of the Williamson Road area, and those public purposes enumerated in Section 15.2-2403 of the Virginia Code. Such ordinance amended the City Code by the addition of Sections 32-103 through 32-103.4 to the City Code. The terms of Ordinance No. 31472-052493, provided that it was in full force and effect on July 1, 1993. Meanwhile, on May 17, 1993, City Council adopted Ordinance No. 31473-051793, providing for the execution of an Agreement between the City and the WRABA so that the WRABA could undertake certain business development activities in the Service District.

Pursuant to Ordinance No. 31473-051793, the City and the WRABA entered into an Agreement dated August 30, 1993 ("First Agreement"). The First Agreement terminated on June 30, 1996.

Pursuant to Ordinance No. 32944-052096, the City and the WRABA entered into a new Agreement dated June 20, 1996 ("Second Agreement"), for an initial term of one year subject to nine additional renewal terms of one year each. The parties executed Amendment No. 1 dated May 21, 2001, which deleted Paragraph 3.5 of the Second Agreement to eliminate reimbursement by the City to the WRABA for certain overhead expenses. The last of the renewal terms of the Second Agreement expired on June 30, 2006.

Pursuant to Resolution No. 37377-050106, adopted on May 1, 2006, the parties executed an agreement dated May 26, 2006 ("Third Agreement"), for an initial term of one year subject to

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

nine additional renewal terms of one year each. The last of the renewal terms to the Third Agreement expires on June 30, 2016.

The City and the WRABA desire to have the WRABA continue to provide the activities and services provided for by the Agreement that expires on June 30, 2016. Therefore, the City and the WRABA enter into this Agreement as authorized by Resolution No.

_____.

SECTION III. PURPOSE OF AGREEMENT

The City desires to contract with the WRABA, as an independent contractor, on behalf of the City, to foster economic development of the Service District, and the WRABA desires to serve in such capacity, pursuant to the terms and conditions set forth below.

SECTION IV. AGREEMENT

In consideration of the mutual covenants and obligations herein, the City and the WRABA covenant and agree as follows:

3.1. Independent contractor relationship. During the term of this Agreement, the WRABA shall be the independent contractor of the City for the purpose of undertaking development activities in the Service District with tax revenues generated from the Service District pursuant to Section 32-103.1 of the City Code.

3.2. Term. The term of this Agreement shall initially be for one year, commencing July 1, 2016, and ending on June 30, 2017. However, the term of this Agreement shall be automatically extended on each July, commencing July 1, 2017, for an additional one year term until June 30, 2026, at which time this Agreement shall terminate, unless the Agreement is terminated earlier by either party under the provisions of Section 3.16 herein.

3.3. Activities to be undertaken. Funds made available to the WRABA will be applied to provide additional governmental services to the Service District which are not being offered uniformly throughout the entire City, including but not limited to:

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

(a) Economic and business development and promotional activities intended to foster business retention, business recruitment, and developer recruitment; planning for the development or revitalization of the Service District; and

(b) Those other activities set forth in Section 15.1-18.2.C of the Virginia Code, as shall be agreed upon from time to time by the City Manager and the WRABA.

3.4. Prohibited activities. No Service District funds from the City shall be expended by the WRABA for the following purposes:

(a) Promotion of individual businesses;

(b) Support of partisan political activities or lobbying of any legislative body, including the Roanoke City Council;

(c) Acquisition of real property or construction of public facilities, except with the express consent of the City Council;

(d) Promotion or development of any area outside the service not incidental to promotion or development of the Service District; or

(e) Any other activities that may be prohibited by Section 15.1-18.2 of the Virginia Code, or any other applicable federal, state, or local laws, ordinances, or regulations, as they may now be in existence or that may in the future be enacted.

3.5. Overhead reimbursement. The parties contemplate that the activities undertaken by the WRABA in connection with the Service District will constitute the principal activity of the WRABA during any term of this Agreement. As compensation for its services, the WRABA shall be entitled to apply from the funds received from the City an amount sufficient to cover a pro-rata share of the WRABA's overhead expense, including salaries and benefits, expenses and rents, based on total receipts by the WRABA.

3.6. Work program and budget.

(a) Prior to the execution of this agreement, the WRABA shall submit to the City Manager for approval a work program and budget setting forth in reasonable detail the Service District activities and anticipated expenditures of City funds planned for the first term of this Agreement. The City Manager will approve or otherwise respond to the proposed work program and budget no later than June 1, 2016, in order that any necessary modifications may be settled on or before the commencement of the first term

of this Agreement. Such approval or disapproval shall be at the sole discretion of the City Manager.

(b) No later than May 1 of each subsequent term this Agreement is in force, beginning with May 1, 2017, the WRABA shall submit to the City Manager for approval a work program and budget setting forth in reasonable detail the Service District activities planned for the next year and the anticipated expenditures of City funds involved. The City Manager will approve or otherwise respond to the proposed work program and budget no later than May 1 so any necessary modifications may be agreed to before July 1 of each subsequent year. Such approval or disapproval shall be at the sole discretion of the City Manager.

(c) Within the parameters established by the approved program and budget, and subject to the express limiting terms and conditions of Section 15.1-18.2 and 15.1-18.3 of the Virginia Code and Section 32-103 through 32-103.4 of the City Code, and of this Agreement, the WRABA shall have the discretionary authority to carry out the Service District activities in such manner as it deems appropriate.

3.7. Disbursements to WRABA.

(a) For purposes of this section, the phrase “actual net revenues” shall mean actual tax receipts to the City under Section 32-103.1 of the City Code. Furthermore, any penalties charged and received by the City shall not be included in such actual net revenues collected by the City. In no fiscal year shall total payments to the WRABA exceed actual net revenues collected by the City for the year.

(b) The City, in its sole discretion, will approve the amount of actual net revenues to be paid to the WRABA. For any approved funds due the WRABA from the City, the City will pay the funds according to the following schedule:

(i) For City fiscal year 2016-2017 (July 1, 2016 to June 30, 2017) and for succeeding fiscal years, the City will make three (3) payments to the WRABA on or after November 5 of the then-current fiscal year, May 5 of the same fiscal year, and July 15 of the next fiscal year.

(ii) Each of the first two payments shall be in the amount equal to one half of the approved actual net revenues to the City under Section 32-103.1 of the City Code for the City’s current fiscal year.

(iii) The third payment shall be the net difference between payments and the approved actual net revenues collected by the City as of June 30 of such fiscal year. At the conclusion of the City's fiscal year, the City shall compare approved actual net revenues for such fiscal year to the two payments already made to the WRABA for such fiscal year, and the difference between approved actual net revenues and the total amount of the two payments made to the WRABA prior to the conclusion of the fiscal year.

(c) For the fiscal year 2017-2018 and each succeeding fiscal year, the Director of Finance shall prior to March 1 of such fiscal year make an estimate of actual net revenues to be received by the City pursuant to Section 32-103.1 of the City Code during in the next fiscal year. Such estimate shall be provided to the WRABA prior to March 1 of each fiscal year for use by the WRABA in planning and budgeting for the next fiscal year (July 1 to June 30).

3.8. Subcontracting. It is contemplated that the WRABA will from time to time contract with firms and individuals for the acquisition of goods or services in the furtherance of the activities contemplated by this Agreement. The WRABA will not enter into any contract relating to activities contemplated by this Agreement or involving the expenditure of funds provided to the WRABA by the City under this Agreement where the amount of such contract is \$5,000 or more without written authorization of the City Manager unless the amount of the contract sum and the nature of the goods or services to be acquired were disclosed in the work program and budget submitted for the year in which the contract is to commence.

3.9. Books and records, audits. The WRABA shall keep accurate books and records of all City funds received and disbursed, and of all activities undertaken pursuant to this Agreement. The WRABA will make such books and records available for inspection and/or auditing to the Municipal Auditor of the City or other independent auditor selected by the City during the City's regular office hours. The WRABA shall also provide the City with a certified copy of a yearly audit to be conducted by an independent auditor and the expense for this audit will be at the sole cost of the WRABA.

3.10. Contacts with prospective developers. The WRABA shall inform the Director of the City's Department of Planning, Building, and Development on a regular basis of all contacts with or by potential developers with an interest in the Service District. A representative

from the City's Department of Planning, Building, and Development shall have the right to be present at any presentations by or to interested developers.

3.11. Board of directors. During the term of this Agreement, the WRABA shall elect one representative designated by the City Manager to be an ex officio member of the Board of Directors of the WRABA with full voting rights and privileges.

3.12. Indemnification. The WRABA shall indemnify and hold harmless the City, its officers, agents, volunteers, and employees from any and all claims, causes of action, damages, legal actions, and judgments advanced against the City or its officers, agents, volunteers, or employees, and for any expenses the City may incur in this regard, arising out of the WRABA's negligent acts or omissions, intentional and unintentional, with respect to carrying out this Agreement in any way or exercising any rights, privileges, or duties granted by the City to the WRABA through this Agreement. The WRABA shall have no indemnification obligation with respect to any claim, legal action, judgment, loss, cost, expense, or damage for which demand for indemnification is not received by the WRABA on or prior to the date which is five years from the date of final termination of this Agreement.

3.13. Insurance.

(a) The WRABA shall obtain and maintain during the life of this Agreement a policy or policies of comprehensive general liability insurance with an insurance company or companies licensed to do business in Virginia with a Best Rating of A or better; which policy or policies shall provide coverage with respect to claims arising out of the subject matter of this Agreement. The amount of such insurance shall not be less than:

1. In the case of bodily injury liability insurance, \$1,000,000.00 for injuries, including death, to one person in any one occurrence, and \$2,000,000.00 annual aggregate;
2. In the case of property damage insurance, \$1,000,000.00 for damage in any one occurrence, and \$2,000,000.00 annual aggregate;
3. The above amounts may be met by "umbrella" coverage in a minimum amount of \$2,000,000.00, provided that such "umbrella" coverage shall pick up at the maximum levels of underlying coverages so that there shall be no gaps in coverage.

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

Page 8 of 11

(b) The WRABA shall name the City and its officers, agents, volunteers, and employees as additional insureds on the above policies.

(c) The WRABA shall furnish the City with certificates of insurance evidencing the required coverage, referencing this Agreement, and containing a statement to the effect that the coverage shall not be canceled or materially altered except after thirty (30) days written notice to the City.

(d) During the life of this Agreement the WRABA shall furnish the City with a fidelity bond on all of its employees and volunteers who handle any money, such bond to be in an amount not less than \$100,000.00.

3.14. Assignment. Neither the City nor the WRABA may assign its rights or obligations hereunder without the prior written consent of the other.

3.15. Notices. Any notices required by the terms of this Agreement shall be deemed to have been given when delivered in person to or deposited in the U.S. mail, postage pre-paid, registered or certified, return receipt requested, and addressed to the parties as listed below, or to any such other address as each party may designate for itself by notice given in accordance with this Section.

(a) Notice to the City:

City Manager

Noel C. Taylor Municipal Building, Room 364

215 Church Avenue, S.W.

Roanoke, Virginia 24011

and

Director of Planning, Building, and Development

Noel C. Taylor Municipal Building, Room 166

215 Church Avenue, SW

Roanoke, Virginia 24011

(b) Notice to the WRABA:

President

Williamson Road Area Business Association, Inc.

P. O. Box 7082
Roanoke, Virginia 24019-0042

3.16. Termination. The City or the WRABA may terminate this Agreement at any time, with or without cause, by giving notice pursuant to Section 3.15 of this Agreement to the other at least ninety (90) days prior to the expiration of any one year term of this Agreement. The City may also terminate this Agreement at any time if the WRABA either violates any of the provisions of the Agreement or applies funds paid to the WRABA by the City for any purpose other than purposes contemplated by this Agreement.

3.17. Employment discrimination prohibited. During the performance of this Contract, the WRABA agrees to the following provisions:

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

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

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

(d) Include the provisions of the preceding clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.18. Drug-free workplace. During the performance of this Contract, the WRABA agrees to the following provisions:

(a) Provide a drug-free workplace for its employees;

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.19. Faith-based organizations. Pursuant to Section 2.2-4343.1 of the Virginia Code, the City does not discriminate against faith-based organizations.

3.20. Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

WITNESS the following signatures as of the date first above written.

ATTEST:

CITY OF ROANOKE, VIRGINIA

Stephanie Moon Reynolds, City Clerk

Christopher P. Morrill, City Manager

ATTEST:

WILLIAMSON ROAD AREA BUSINESS
ASSOCIATION, INC.

WILLIAMSON ROAD AREA SERVICE DISTRICT SERVICES AGREEMENT

Secretary

President

Approved as to Form:

Approved as to Execution:

Assistant City Attorney

Assistant City Attorney

Appropriation and Funds Required for this contract certified:

Director of Finance

Account #: _____



Williamson Road Area Business Association

PO Box 7082 • 4804 Williamson Road, NW • Roanoke, VA 24019-0042

November 24, 2015

Mayor Bowers
Members of Roanoke City Council
Christopher Morrill, Roanoke City Manger

RE: RENEWAL OF WRABA'S SERVICE DISTRICT TAX

On behalf of the Williamson Road Area Business Association (WRABA) Board and our Members, we wish to offer our thanks. WRABA is very appreciative for the assistance you and the City of Roanoke have given us with past projects.

In May 1993, Council of the City of Roanoke adopted Ordinance No. 31472-052493 providing for the creation of a Williamson Road Area Service District and authorized the execution of the initial services agreement between the City of Roanoke and WRABA. The original agreement was renewed in 1994, and again in 1996 and 2006 for an initial one year term with nine one year extensions. The current agreement terminates on June 30 2016. Our association is asking City Council to renew the operational agreement between the City and WRABA for the continued administration of the Special Service District.

We look to you for your continuing support by renewing our Williamson Road Area Service District Services Agreement at the same tax imposed rate (\$.10 per \$100 valuation of real estate) and district boundaries (between Orange Avenue and City Limits North on Williamson Road), and for a similar length of time that was agreeable with the City Council in 2006.

This reauthorization will allow us to continue our commitment and pursuit for betterment of the Williamson Road corridor.

In May 2015 City Manager Morrill reviewed our current work plan and budget which highlights some of our achievements and illustrates our commitments to the following areas: Strategic Plan, Public Safety, Economic Development including Advertising and Promotion, Image and Appearance, Membership Retention and Recruitment and Development.

540) 362-5789 • EMAIL: wraba@wraba.org • WEB: www.wraba.org • BUS (540) 362-3293

We have many exciting plans for the future. The following are just a few:

- The expansion of Star City Motor Madness with a kickoff event on Thursday June 23, 2016. This will bring participants to Roanoke a day earlier for an additional economic development boost. It will also draw residents of Roanoke with the nostalgia of the Hops in the Parks that were held in the 50s & 60s and showcase Williamson Road as a place to be.
- Working with Roanoke City Streets and Traffic for landscape improvements to both beautify and promote economic development and Village Center development along the corridor
- Landscape beautification
- Participation with community projects
- Educational and guest speakers at our monthly meetings
- To continue to serve as an effective innovative force for improvement to *Our* Main Street, Williamson Road

We thank you in advance for your approval. Significant accomplishments have been realized due to the leadership of WRABA. We look forward to continuing our work!

Sincerely,

A handwritten signature in black ink that reads "Wendy Jones". The signature is written in a cursive, flowing style.

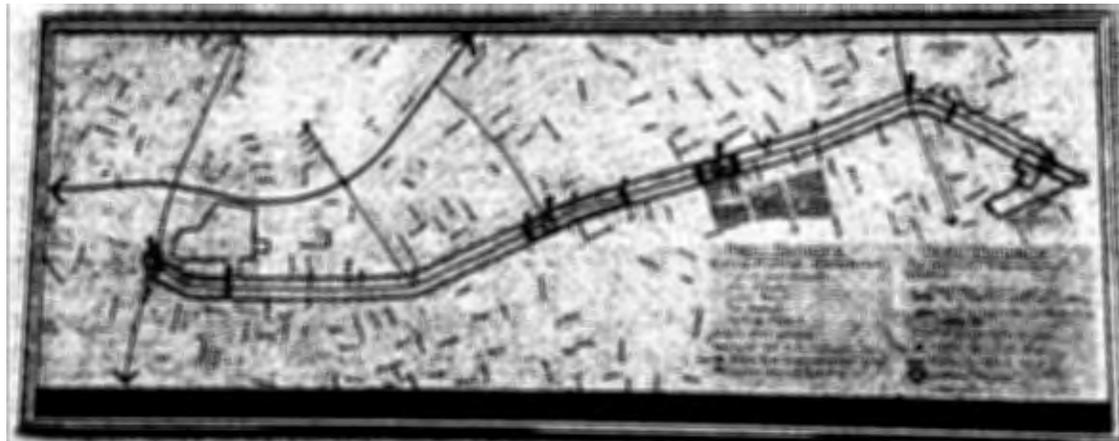
Wendy J. Jones
Executive Director



Williamson Road Area Business Association

You and WRABA, Partners for Progress!

Williamson Road Area Special Service District Contract Renewal



May 16, 2016



WRABA SSD History

The Williamson Road Business District is an older strip commercial area that was plagued by a number of existing problems. Those problems were deteriorating curbing, guttering and sidewalks; poor ingress/egress from Williamson Road; excessive public/private signage; conflicts between pedestrians and automobiles; absence of any landscaping and other visual and pedestrian amenities; and obsolete commercial buildings which predate current zoning requirements. These conditions have an impact on the adjacent residential neighborhoods where over twenty five percent of the City's population lives.

On May 24, 1993, City Council adopted ordinance number 31427, establishing the Williamson Road Area Special Service District (SSD). The creation of the SSD was in order to "provide additional governmental services not being offered uniformly throughout the entire City, included but not limited to, economic and business development and promotional activities intended to foster business retention, business recruitment; planning for the development or revitalization of the Williamson Road Area and for the transportation needs of the Williamson Road Area and to create a more attractive environment in the Williamson Road Area"

The Williamson Road Area Business Association signed an agreement with the City of Roanoke to administer the SSD project in 1993. This contract was renewed several times, most recently in 2006. Under WRABA's direction the business district has seen many improvements and continues to grow.

The SSD provides for the collection of an additional \$.10 per \$100 valuation of real estate on Williamson Road between Orange Avenue and City limits north.

Williamson Road SSD Properties





Work Plan Focus

Williamson Road is unique in that it is linear and stretches several miles. Each block of Williamson Road can have a personality and needs of its own. WRABA addresses these unique characteristics by focusing on 6 main categories:

- Strategic Plan
 - » Village Center Development
 - » Infrastructure improvements
- Public Safety/Crime Prevention
 - » Fire, Police and Education
- Membership
 - » Recruitment & Retention
- Advertising and Promotion
 - » Of the corridor
- Economic Development
 - » Development
 - » Recruitment of new businesses
 - » Events to attract patrons
- Image and Appearance
 - » Infrastructure improvements
 - » Façade improvements

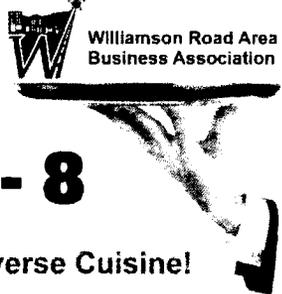


Williamson Road Area
Business Association

Restaurant Week May 2 - 8

Celebrate Williamson Road's Diverse Cuisine!

Visit wraba.org for participating restaurants f

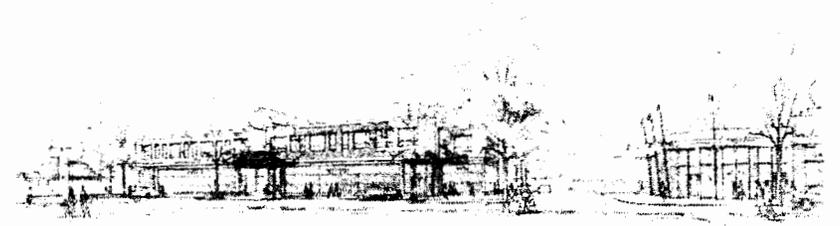




Strategic Plan

In the 1990s WRABA worked with the City of Roanoke, Hill Studios and the Citizens to develop a plan of improvements for Williamson Road.

- That plan became a large part of the Williamson Road Neighborhood Plan in the City's Vision 2001-2020 Plan.
- The Williamson/Orange Avenue improvements were completed between 1998 and 2000.
- Since then WRABA has worked again with the City of Roanoke and Hill Studios to develop plan drawings to implement the Node or Village Center portion of the Williamson Road Neighborhood Plan and actively sought out developers to bring the plans to life
- Our Board, along with many City Departments and some Council Members, walked Williamson Road in sections to determine the infrastructure repair and improvement needs
 - Addressing these needs would serve to attract developers and businesses to Williamson Road
- All of this is to take Williamson Road to the next level



WILLIAMSON ROAD VISION



WILLIAMSON ROAD AND ENTIRE STREET NEEDS DEVELOPMENT



WRABA Regularly receives positive comments on the improvements seen along Williamson Road.



Public Safety/Crime Prevention

WRABA has worked diligently with the Roanoke City Police and Fire Departments to improve public safety and reduce crime in the Williamson Road area and the City as a whole. We have employed several methods to these ends such as:

- WRABA assisted the Roanoke City Police Department in establishing the Business Police Academy
- WRABA's Executive Director has ridden with the Fire and Police Departments
- Publishing articles from both departments in our quarterly newsletter *The Main Street News*
- Inviting both departments to speak to our membership at our monthly meetings
- Sharing information and news releases from both departments via email and our Facebook page
- WRABA's Executive Director served 4 years on Chief Perkin's "Chief's Advisory Committee" at the Chief's request
- Assisting and organizing the clean-up of vagrant camps
- Promoting the Safety Grant available through Enterprise Zone 1a
- Door to door walks with Police Officers to meet and address community needs (businesses)
- Participating in Neighborhood walks in the Williamson Road area (neighborhoods and businesses)
- Repair of a City Police Department Speed Trailer
- Adopting Williamson Road and holding quarterly clean-ups



Before Clean-up



After Clean-up



Membership

The Association continues to have monthly meetings to provide information regarding improvements and changes in the Corridor as well as encouraging networking. Education and information is paramount to our members.

Our monthly meetings topics have provided valuable and current information to the businesses along the corridor including:

- Roanoke City Council Candidate forum
- Fire & EMS Safety Tips
- Police Chief Chris Perkins reviewing Roanoke’s progress during his ten-year
- Updates from the City Manager
- Presentations from various City Departments when implementing new programs such as street modifications and storm water utility

We have also assisted members:

- As a Concierge when looking for and understanding City services and requirements
- Seeking B2B relationships via referrals and networking
- Acting as Liaison to City grants via the Enterprise Zone
- Working with business owners and City Departments to modify code/zoning to better reflect the community needs such as signage



Advertising, Promotion & Economic Development

WRABA advertises and promotes the Williamson Road corridor through several vehicles including:

- Our quarterly newsletter *The Main Street News* now in its 15th year of production
- Our bill board located near the intersection at Orange Avenue
- Seasonal and event vertical banners
- Our LED reader board
- The WRABA website
- Holding events that draw customers to the corridor which leads into Economic Development
- Facebook

Economic Development Activities Include Working to draw businesses to the corridor including working with property owners to sell properties.

- 4627 Williamson Road (Former Hooter's) WRABA's Executive Director worked directly with the owners and realtors of this property to get it sold. She has also made sure the current owner is aware of the availability of Enterprise Zone Funds/Grants for this site.
- 5411 Williamson Road (Former Happy's) WRABA's Executive Director has worked with the owners, realtors and both the City Manager and County Administrators as well as the Economic Development and Planning Departments in both municipalities to forge an agreement of cooperation. Additionally the parties have worked with the Roanoke Regional Partnership & Virginia Scan to promote this site.



Demolition of 4627 Williamson



Advertising, Promotion & Economic Development

Economic Development Activities Include Special Events!

Sponsoring and holding events to draw customers to the corridor and affords the opportunity for patrons to see the other products and services available here

- Restaurant Week most recently held May 2-8, 2016
- Star City Sock Hop coming Thursday June 23rd stirring the nostalgia of the old hops Parks and Rec held in the City park tennis courts and as a kick off to...
- Star City Motor Madness Cruise Night one of the largest outdoor events in Roanoke drawing over 25,000 to the corridor!
- Parks and Arts coming Saturday July 16th
- Greek Fest Held in September





Image & Appearance

WRABA has had the pleasure of working with many City Departments toward the end of improving Williamson Road's image and appearance.

Streets & Traffic: Working toward streetscape improvements to make the corridor safer and ultimately a more walkable community; Banner displays; ultimately to make Williamson Road a destination as opposed to a "through fare". Warmer infrastructure is needed to attract the type of development that will bring Williamson Road to the next level. For example less commercial or industrial looking lighting and signal mast arms and curbing and sidewalk with a grass strip between the curb and the walk allowing for a barrier so people to feel safer when walking.

Planning, Building & Development: Developing Node or Village Center; Working with property owners to develop or market their properties

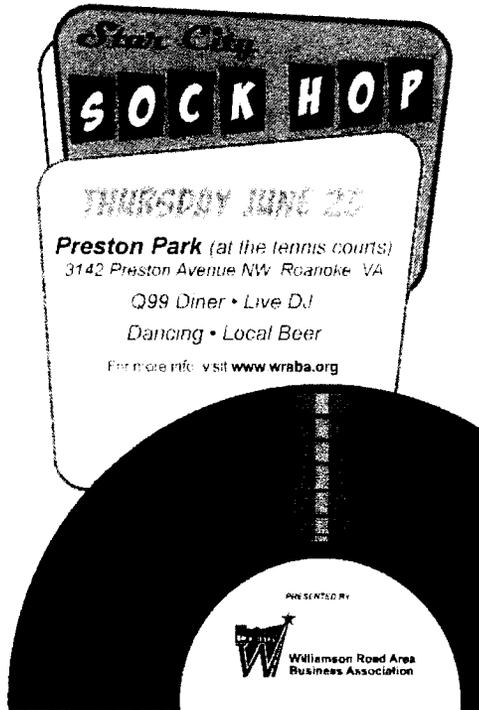
Economic Development: Upscaling the inventory of businesses along the corridor by marketing properties that are for sale to target businesses. Two examples would be 5411 & 4627 Williamson Road





Summary of Accomplishments

WRABA is very pleased to take this opportunity to highlight in short several of our accomplishments:



- Coordination with Star City Motor Madness and Greek Fest to bring tens of thousands of people to the corridor.
- Keeping it clean through adopt-a-street
- Business concierge
- The Lowe's vagrant cleanup
- 2013 WRABA's Executive Director was named Small Business Advocate of the Year by RRCC
- Beautification by coordinating partnerships in landscaping and trash receptacles
- Coordination of walks between police and code/traffic departments
- Restaurant week
- Star City Sock Hop



Williamson Road Area Business Association

You and WRABA, Partners for Progress!

Thank you!

**On behalf of the WRABA Board and
Membership Thank you for partnering with the
Williamson Road Area Business Association!**

From: Pendleton, Mike [mailto:Mike.Pendleton@edwardjones.com]

Sent: Tuesday, May 10, 2016 7:55 AM

To: wraba@wraba.org

Subject: Recommendation Letter

I have been a member of WRABA for seven years and it has been one of my best investments of time for several reasons. First, as a business owner on Williamson Road, I have a vested interest in the success and betterment of the corridor. Second, it has allowed me to meet both governmental and professional members of the community, that I would not have otherwise met. When I built my new commercial office on Williamson Road, those contacts were instrumental in helping get my project up and running smoothly and helped me to avoid costly mistakes.

Though I am in the County, I would gladly pay the SSD as I see value to the organization's purpose and I see tangible results as a result of the organization's work. I believe Williamson Road is better off by having an organization dedicated to proactively looking out for it's best interest. Without WRABA, I fear the corridor would suffer in several ways. For example, the cleanliness would decline due the loss of Adopt-a-street. I fear landscaping partnerships would not be tended to and beautification and curb appeal would decline. More importantly, businesses and would-be-business-owners would lose access to an invaluable resource in Wendy Jones who is a top notch "business concierge" who knows everyone in the community and is a great connector of people. Furthermore, the monthly education programs about fire and safety, future city/county projects and planning, facade grants, law and code enforcement, real estate appraisals, and other business related topics would cease to exist and folks like me would have never known what was going on in our community or how certain departments operate.

In conclusion, I believe the SSD should continue as it provides a valuable service to the business along the Williamson Road Corridor. In my professional opinion, it is a small price to pay to have access to the resources, educational events, and networking opportunities that WRABA provides.

Mike Pendleton, CFP®, CLU®, AAMS®
Financial Advisor
Edward Jones
7746 Williamson Road
Roanoke, VA 24019
(540) 366-5539
www.edwardjones.com

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BMG

BERGLUND MANAGEMENT GROUP, INC.

1824 WILLIAMSON ROAD P.O. BOX 12608
ROANOKE, VA 24027 PHONE (540) 344-1461

May 11, 2016

Mayor David Bowers
Members of Roanoke City Council
Mr. Christopher Morrill, Roanoke City Manager

Re: Renewal of the Special Services District awarded to the Williamson Road Area Business Association

Ladies and Gentlemen:

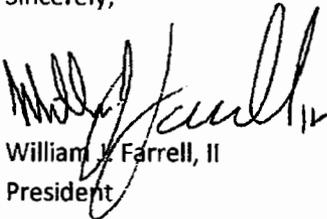
I am writing to support the renewal of the Special Services District (SSD) contract between Roanoke City and the Williamson Road Area Business Association (WRABA). This arrangement has greatly benefited the business community along Williamson Road for the many years it has existed and I wish to see it continue for the foreseeable future. Berglund was an original sponsor of the SSD and has been very pleased with the positive improvements and changes WRABA has conducted over the years and has actively participated in the management of WRABA since its beginning.

WRABA has served the businesses along Williamson Road well by acting as a liaison between the businesses, residents and the City to the resolution of issues including crime prevention, education, code enforcement and economic development. WRABA has also brought commerce and economic benefits to the City and Williamson Road through the events they sponsor and conduct. These events afford participants from all over the valley and beyond the opportunity to enjoy the event and see all the businesses available to them in the City as a whole and Williamson Road in particular.

Renewal of the SSD contract with WRABA will allow continuity in the commitment and pursuit for the betterment of the Williamson Road business corridor and your approval of it shall be greatly appreciated.

Thank you very much for your time and consideration of this matter.

Sincerely,



William J. Farrell, II
President



BARROWS

1302 Rockland Avenue
Roanoke, VA 24012
(540) 362-5700 office ♦ (540) 777-2159 fax

May 10, 2016

Honorable. Mayor Bowers
Members of Roanoke City Council
Mr. Christopher Morrill, Roanoke City Manager

RE: Renewal of WRABA's Service District Tax

I am writing this letter to support the renewing of WRABA's Service District Tax.

As the Director of Marketing for BARROWS, I understand how important perception is for the community and businesses within the corridor, in addition to potential businesses considering relocating to Roanoke.

I feel WRABA has done an excellent job representing **all** the businesses within the corridor and has presented a positive image of what is possible now and in the future for the Williamson Road Area.

WRABA's Executive Director, Wendy Jones has worked closely with Roanoke City and business owners as a go between to answer all types of questions and helping to resolve issues as needed in all areas.

In support of Star City Motor Madness, Greek Fest, Restaurant Week, Adopt-A Street Clean-Ups, the Police Department, Firefighters and more...WRABA has lead by example in encouraging the community ...showing that we all benefit from working together in a positive way.

The SSD contract renewal to WRABA is instrumental in the continued success of the businesses located in the Williamson Road Corridor.

Thank you for your consideration of this letter of support.

Sincerely,

June Light Turner

June Light Turner
Marketing Director

From: Walter Vance [<mailto:waltervance@att.net>]

Sent: Tuesday, May 10, 2016 3:02 PM

To: 'WRABA' <1wraba@gmail.com>

Subject: RE: SSD Contract Renewal

Honorable Mayor Bowers
& Roanoke City Council

May 10, 2016

Mayor & Council;

I am writing to support the Williamson Road Area Business Association (WRABA) SSD Contract Renewal.

The Williamson Road Area Business Association (WRABA) has made great strides in morphing a challenging area to operate a business into a butterfly. Having WRABA as an advocate to help improve the area, assist the businesses and move it forward is a huge benefit. Without WRABA, I am concerned that it would further cause business in the area to leave.

Walter Vance

President, Northwest Hardware Company

From: ceairlee@aol.com [mailto:ceairlee@aol.com]

Sent: Tuesday, May 10, 2016 9:42 PM

To: wraba@wraba.org

Subject: letter draft

City Council

I am writing in support of renewal of the SSD for the Williamson Road Area Business Association, having grown up in the Williamson Road area, gone to elementary and junior high school, run a business on the road for 32 years and currently own 3 pieces of property on the road. I can honestly say that the road is a much better place with WRABA. As a member and a Director of WRABA, I have saved many thousands of dollars due to my membership. I have the pleasure of getting to know and work with many city officials and can say that this helped my business greatly. I ask you renew the SSD for WRABA.

Thank You

Bob Jones President
Air-Lee Properties
P O Box 215
Fincastle, Va, 24090
540-98-1646

11 May 2016

Re: WRABA Letter of Support

To Whom It May Concern:

I am writing in support of the Williamson Road Area Business Association. As a small business employee and the regional lead for the federal Small Business Administration's ScaleUp America program, the WRABA and its Executive Director, Wendy Jones, have been crucial in ensuring the success of the ScaleUp program. The WRABA has provided the ScaleUp program significant reach into the traditionally underserved Williamson Road area, and allowed our team a forum to deliver needed business training and consulting to business owners along Williamson Road. Wendy was also critical in bringing the ScaleUp program to the region, providing a letter of support during the proposal process- the WRABA's effort helped my team bring over \$1.5 million in small business support from the federal government to the Valley overall.

The area served by the WRABA has a wealth of entrepreneurs and business opportunities that have been traditionally underserved by several federal and state resources. The association and its board have been extremely vital in delivering new opportunities to the business ecosystem and community around Williamson Road as a whole.

Please do not hesitate to contact me if you have any further questions.

Sincerely,



Levi Buck

Regional Lead, ScaleUp Roanoke Valley

lbuck@supplychainvisions.com

540-529-7512

VIRGINIA PROSTHETICS & ORTHOTICS

Roanoke
Charlottesville
Christiansburg
Fishersville
Harrisonburg
Lynchburg
Martinsville
Eden, NC
Farmville
Low Moor
Richlands
Rocky Mount
South Boston
Stuart
Tazewell

May 9, 2016

Roanoke City Council

Dear Council Members,

I want you to consider this letter a request that you give your support to renew the contract regarding the WRABA Special Service District.

All business owners in the Williamson Road area are paying an extra premium tax in addition to our regular property tax. It only seems fair and most appropriate that the WRABA manages the funds as I feel they have our best interest in mind when making decisions, as opposed to have them non-segregated in the City's general fund.

I fully support this renewal of the contract with want each of you to strongly support it as well.

Respectfully,

VIRGINIA PROSTHETICS & ORTHOTICS



J. Douglas Call, CP
President



4338 Williamson Road Roanoke, Virginia 24012
540.366.8287 • Toll-Free 888.366.8287 • Fax 540.366.0186
www.VirginiaProsthetics.com

SS
5/12/16

C. 2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager's issuance and execution of a Williamson Road Area Service District Services Agreement ("Agreement") between the City of Roanoke ("City") and Williamson Road Area Business Association, Inc. ("WRABA"), to continue to provide services within the Williamson Road Area Service District; and authorizing the City Manager to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of such Agreement.

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

1. The City Manager is hereby authorized, for and on behalf of the City, to issue and execute an Agreement between the City and WRABA for continued administration of the Williamson Road Area Service District, by providing for business development activity and other additional services that are not provided uniformly throughout the City, pursuant to Section 15.2-2403, of the Code of Virginia (1950) as amended. The Agreement shall be made at the same tax imposed rate as the current agreement (\$.10 per \$100.00 valuation of real estate) for an initial term of one year, subject to nine additional one year extensions thereafter, commencing July 1, 2016, subject to termination by either the City or WRABA as set forth in the Agreement, and upon the same terms and conditions as the City's current agreement with WRABA, all as more fully set forth in the City Council Agenda Report dated May 16, 2016.

2. The form of such Agreement shall be approved by the City Attorney.

3. The City Manager is further authorized to take such actions and execute such documents as may be necessary to provide for the implementation, administration, and enforcement of the Agreement with WRABA.

ATTEST:

City Clerk.

CITY CLERK H23 MAR 14 PM 04:53

VIRGINIA:

IN THE COUNCIL OF THE CITY OF ROANOKE

IN THE MATTER OF)
)
 418 Washing Roof) PETITION FOR APPEAL
 Replacement)
 _____)

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

1. Name of the Petitioner(s): Tammy Britt
2. Doing business as (if applicable): Tammy Britt Rental Properties, LLC
3. Street address of property which is the subject of this appeal: _____
418 Washington Ave SW Roanoke, VA 24016
4. Overlay zoning (H-1, Historic Downtown Overlay District, or H-2, Historic Neighborhood Overlay District) of property(ies) which is the subject of this appeal: H-2 Historic overlay District
5. Date the hearing before the Architectural Review Board was held at which the decision being appealed was made: February 10, 2016
6. Section of the Code of the City of Roanoke under which the Certificate of Appropriateness was requested from the Architectural Review Board (Section 36.2-330, if H-1 or Section 36.2-331, if H-2): _____
7. Description of the request for which the Certificate of Appropriateness was sought from the Architectural Review Board: _____
To replace architectural metal roof
with architectural shingle.
8. Grounds for appeal: The ARB allowed me to replace
in the same situation with
shingles in 2008. The ARB is
requiring the same material.
However, the architectural
shingles resemble what is
currently in place now. Two
ARB individuals voted in
favor and two denied my
9. Name, title, address and telephone number of person(s) who will represent the Petitioner(s) before City Council: Tammy Britt, owner,
202-841-1869
existing roof is
architectural shingles
currently. (See Attachment)

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

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

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

Name: _____
(print or type)

Name: Tammy Britt
(print or type)

Name: _____
(print or type)

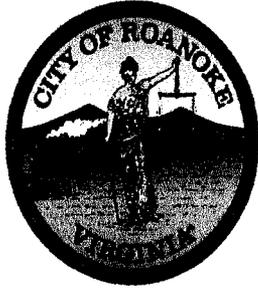
DocuSigned by:
Tammy Britt
D38145E4B5194F2...
Name: _____
(print or type)

TO BE COMPLETED BY CITY CLERK:

Received by: Stephen M. Monroy Date: March 14, 2016

The original roof was a stamped tin product. The design of this product as originally installed served to mimic the aesthetic of asphalt shingles. My contractor has thoroughly searched for a similar metal product and it appears that stamped tin products such as this one used for this roof are no longer manufactured. An exact in kind replacement is unfortunately not an option.

Within the scope of metal products that are available today, the only historically appropriate alternative would be an interior seamed riveted metal roof. However, this would look materially different than the original aesthetic of the house. We have found a shingle product that very closely resembles the original stamped metal. Visually, from the ground, the product we have found is almost indistinguishable from the original. Our purpose is to preserve the original historically relevant appearance of the house, and we believe the materials we have chosen best accomplish this goal. Ultimately, we believe that preserving the actual appearance and design of the roof is more important than simply using the same materials. As you will see in the photos, the shingle materials we have selected better match the original aesthetic than any metal product available on the market today.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: May 16, 2016

Subject: Appeal of a decision of the Architectural Review Board (ARB) at its meeting of February 11, 2016, denying a request to approve replacement of existing pressed metal roof shingles with architectural shingles at 418 Washington Avenue, S.W.

Background:

The subject property at 418 Washington Avenue, S.W., including a 2 ½-story residential structure, is located within the H-2 Historic Neighborhood Overlay District. The subject property is zoned RM-1, Residential Multifamily. All exterior building alterations within the H-2 District are subject to a review and approval by the Architectural Review Board (ARB) prior to obtaining a building permit.

On February 11, 2016, the ARB denied the Applicant's request, on a 2 - 2 vote, to replace the pressed metal shingle roof of the main structure with Oakridge architectural shingles on the ground that the proposal was inconsistent with the H-2 Design Guidelines.

On March 14, 2016, the Applicant filed a petition with the City Clerk's Office appealing the ARB decision. The petition was scheduled to be heard by the City Council on April 18, 2016. However, the applicant requested the City Council to continue the matter to the next City Council meeting. On April 18, 2016, the City Council granted the applicant's request to continue the matter until May 16, 2016, at 7:00 pm.

The H-2 Historic Neighborhood Overlay District was designated a National Historic District in 1985. The district is a large urban residential neighborhood that encompasses 1,547 contributing structures developed between 1882 and 1930, a period of tremendous growth and prosperity in the City of Roanoke's early history. It is primarily a residential district, consisting of a variety of popular architectural styles.

As in many other historic districts, the structures in the H-2 district have undergone changes throughout the years. Fortunately, many structures have retained their architectural integrity due to the efforts of the property owners,

the area residents, the City of Roanoke, and other historic preservation-minded organizations and individuals.

The subject property includes a building that is a representative example of the structures in the H-2 district in that it continues to retain its historic appearance and materials, including the original pressed metal shingle roof.

Findings:

The City of Roanoke created the H-2 district to:

- Identify properties (buildings, landmarks, structures, and areas) of architectural, cultural, and historic significance within the City that are on or are eligible for inclusion on the Virginia Landmark Register or National Register of Historic Places;
- Encourage the preservation, enhancement, and maintenance of such properties; and
- Develop and maintain appropriate settings and environments for properties.

The H-2 Architectural Design Guidelines (Guidelines) adopted by the ARB and endorsed by City Council provide recommendations for exterior alterations to buildings. The ARB uses the Guidelines during its monthly meetings to consider applications related to alterations, additions, and new construction within the established historic districts. Approved proposals are granted a Certificate of Appropriateness (COA), which is necessary to obtain permits from the Permit Center in the Planning, Building, and Development Department.

On November 19, 2015, the Applicant requested an administrative in-kind approval for replacing an architectural shingle roof with the same material. A copy of COA150225 is labeled Exhibit A.

On January 5, 2016, the Applicant obtained a building permit for replacing the existing roof with an in-kind material. A copy of Building Permit B160006 is labeled Exhibit B.

Soon after the permit was issued, the Applicant's contractor, Mr. Torstein Mjelde, began removing the shingles. The City Code Compliance Inspector assigned to the area noticed the activities taking place at the subject site and asked the contractor for the description of the work. At that time, it was discovered that the existing roof was pressed metal shingle rather than architectural shingle and the administrative approval for in-kind replacement and the permit issued were invalid, due to the inaccurate work description provided on the application. Therefore, the Inspector asked the contractor to stop work and to contact Mr. Moosavi to submit an appropriate application for review and approval.

On January 21, 2016, a COA application was submitted by the property owner, represented by Mr. Mjelde, the property owner's contractor, to replace the pressed metal shingle roof with architectural shingles. A copy of COA160010 is labeled Exhibit C.

On February 11, 2016, the ARB heard a presentation by the Applicant and her representative. A copy of the Staff Report is labeled Exhibit D. Staff could not support the application and recommended denial of the COA application on the ground that the proposed architectural shingles did not have the same visual appearance as the existing pressed metal shingle roof in terms of scale, pattern, and texture.

On February 11, 2016, after review and discussion, the ARB denied the COA application as proposed by a vote of 2-2. A majority of those members present and voting was needed for the Applicant to obtain a COA. A copy of an excerpt of the ARB meeting minutes of February 11, 2016, is labeled Exhibit E.

On March 1, 2016, a letter advising the ARB's action was sent to the Applicant, advising her of her right to appeal the Board's decision to the City Council within 30 days of the date of the decision. A copy of the letter is labeled Exhibit F.

On March 14, 2016, a Petition to Appeal was filed in the City Clerk's office by Ms. Tammy Britt. A copy of the Petition to Appeal is labeled Exhibit G.

Considerations:

City Council established the ARB to protect designated historic properties against destruction or architecturally incompatible buildings and structures. The ARB's review criteria are based on the standards set forth in the Zoning Ordinance, and, where applicable, the H-2 Architectural Design Guidelines (Guidelines). The Guidelines follow to the Secretary of the Interior's Standards for Rehabilitation, which are generally recognized criteria for appropriate treatment of historic buildings and contexts. The following Guidelines for roofs are relevant to consideration of this application:

"Avoid replacing roofs with a substitute material that does not convey the same visual appearance of the historic roof."

"When it is not feasible to replace standing-seam and pressed-metal roofs with the same materials, first explore the use of pre-fabricated metal roof systems."

"Use substitute materials or replacement parts that retain the visual appearance of the original roof and that are physically and chemically compatible. Substitute materials should match the original in:

- scale,

- pattern,
- texture, and
- color.”

Recommended Action:

The existing pressed metal shingle roof is a character-defining feature of the existing historic building. The Architectural Review Board finds the application inconsistent with the H-2 Architectural Design Guidelines as noted in this report. Therefore, the ARB recommends that the City Council affirm the ARB decision to deny the issuance of a Certificate of Appropriateness allowing replacement of the existing pressed metal shingle roof with architectural shingles at 418 Washington Avenue, S.W.

Katherine Gutshall/jmc

Katherine Gutshall, Chair
Architectural Review Board

Enclosures: Exhibit A through Exhibit G

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Ian Shaw, Planning Administrator
Jillian Papa Moore, Zoning Administrator
Wayne Leftwich, Senior Planner
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney
Ms. Tammy Britt, Property Owner
Mr. Torstein Mjelde, Owner's Representative

Application for In-Kind Replacement & Repair

This form is to be used for work not requiring ARB approval.

RECEIVED

PLEASE POST ON SITE ONCE APPROVED.

Print Form

NOV 18 2015

Date of Application: 11/18/15

Complete Form & Click Here to Submit Electronically

CITY OF ROANOKE
PLANNING BUILDING &
DEVELOPMENT

Site Address: 418 Washington Ave SW Roanoke, VA 24016

Property Owner:

Name: Tammy Britt

Address:

City: P.O. Box 8162 Roanoke

State: VA

Zip Code: 24016

Phone Number: 2028411869

E-Mail: tammy.dcrealtor@gmail.com

Brief Project Description:

To replace architectural roof with same. This is for the main roof only and not the front porch or the covered back porch.

(Work not requiring ARB approval includes painting and ordinary maintenance activities and replacement of porches, stairs, awnings, roofing materials, windows, or other similar modifications to an element of a building, structure or landmark, where materials of the same design are used and the architectural defining features of the structure are maintained.)

Submittal Checklist:

A completed application.

Photograph(s) of existing condition of the feature(s) proposed for repair or replacement (please provide as attachment)

Certification:

I hereby certify that the exterior work to be undertaken on this property will be done as described above and will be limited to the described maintenance and in-kind replacement

Signature of Property Owner: Tammy Britt

Date: 11/18/15

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

ARB Agent
Frederick Gusler, Senior City Planner
Phone (540) 853-1104
E-mail frederick.gusler@roanokeva.gov

Section Below to be Completed by Staff

Tax Parcel Number:

COA150225
1022507

Other approvals needed

Base Zoning District:

RM-1

Zoning Permit

Building Permit

Overlay Zone

H-2

Other

Approved

Agent Architectural Review Board:

DocuSigned by
Tammy Britt
567FC528D90A4C

Date: 11/19/15

EXHIBIT

A





Electronic Submission: Yes No Both

Date 1/5/15

Permit # 815 0006

Permit Application For Zoning & Building

Planning Building & Development
215 Church Ave., SW, Room 170
Roanoke, VA 24011
Phone: (540) 853-1090 Fax: 853-1594
www.roanokeva.gov
permitcenter@roanokeva.gov

Complete Form & Click Here to Submit Electronically

Property Address: 418 Washington Ave SW Tax Map #: 1022507

Permit Requested By: Jimmy Bitt

Relationship to Property Owner: Owner Contractor Agent Design Professional

Applicant Address: P.O. Box 8162 City: Roanoke State: VA Zip Code: 24014

Phone Number: 202-841-1869 Fax Number: email:

Category: Commercial Residential Governmental

Type Project: New Construction Addition Repair/Remodel Other

Total Cost of Construction (Include cost of all labor & materials for the entire project): 4,000.00

I am applying for this permit as an owner/builder and exemption from state licensing as a contractor. I have been provided with these requirements and have, by my signature on the Owner/Builder Affidavit, agreed to comply with these requirements.



This permit is to be used for projects where a building permit is required, or for projects where the building trade and one or more additional trades is involved. The general contractor, owner or lessee of the property, design professional or agent is required to obtain the permit and provide a listing of all contractors and subcontractors working on this project for verification of proper licensing.

Questions regarding disturbing or removal of asbestos should be forwarded to the Department of Labor and Industry. For information call 540-882-3580 ext. 131.

<input type="checkbox"/> 1 hour rated exterior wall acknowledgement (required if less than 5 ft. from property line)	Initial: <input type="text"/>
<input type="checkbox"/> No plan review requested (contractor option only)	Date: <input type="text"/>

- Checklist For Submission**
- Application Completed
 - Owner/Builder Affidavit if applying for an exemption from state contractor licensing.
 - Basic Development Plan or Approved Comprehensive Development Plan, as applicable.
 - 1 set of plans drawn to scale with sufficient detail & clarity to indicate the nature & extent of the work proposed. 1 set of fire suppression plans are required. Drawings must have the seal of a design professional when required.
 - When applicable, availability letter for water & sewer service. Receipt for payment required prior to issuance.
 - Asbestos Survey if the building was initially built prior to January 1, 1985.
 - Floodplain Elevation Certificate, if in Special Flood Hazard Area.
 - If in a Historic District, attach the Certificate of Appropriateness.
 - Contractor/Subcontractor Listing form.

Description of Project: roof replacement

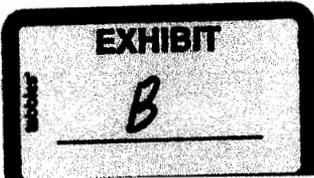
Existing Use: R5

Proposed Use: R5

Construction Type: SB Stories:

SqFt - Heated: SqFt - Unheated:

The Current Code in effect is the 2012 Virginia Uniform Statewide Building Code.



I understand that all applications for construction permits, along with all additional required information, must be provided to the Permit Center prior to processing of this application. All information submitted will be reviewed prior to the issuance of a permit. Should a technical plan review be required, the City of Roanoke strives to complete these reviews in ten (10) working days. Should information be missing or additional information be required, the review process may be delayed.

I also understand that all contractors and subcontractors are required to have the proper trade certifications when required, a current business license for the City of Roanoke and current state licensing when required by the Virginia Department of Professional and Occupational Regulations (DPOR).

I also understand that I am required to conform to all applicable requirements of the Virginia Uniform Statewide Building Code, the Zoning Ordinance for the City of Roanoke and all other applicable laws and ordinances.

Print Name: TAMMY BRITT
Signature: Tammy Britt

Mechanic's Lien Agent

Address

City

State

Zip Code

Please Do Not Enter Information Below This Line - FOR OFFICE USE ONLY
ZONING APPROVAL

Site Zoning

Base Zoning

RM-1

Overlay

H-2

Zoning Use Classification

Dwelling, two family

Conforming Use

Use permitted as of right in the

RM-1

Zoning District.

Use complies with Conditional

Zoning - File #

and the

Zoning District.

Use permitted by special exception granted by the City of Roanoke Board of Zoning Appeals On:

Date

Appeal #:

Continuation of legality established for which special exception would be required if it were a new use.

Non Conforming Use

Continuation of a non-conforming use

Development Plan Review

Basic

Comprehensive

Not Applicable

Certificate of Occupancy Required

Yes

No

Zoning Approval By:

[Signature]

Date:

1/5/16

City of Roanoke
permitcenter@roanokeva.gov
215 Church Ave. SW
Room 170
Roanoke VA 24011
(540) 853-1090 Fax: 853-1594
Inspection Line: 853-1142

Building Permit

Permit #: **B160006**

Date Issued: **01/05/2016**

Expiration: **07/03/2016**

Type: **BIBLDG**

Subtype: **RemRep**

Prefix: **Residential**

Location of Work: **dwelling, two family**
Project Description: **roof replacement**

LOCATION:

Taxmap: **1022507**
Address: **418 WASHINGTON AVE SW ROA**
Building: Floor: Unit
Zoning: **RM-1** Assessor's Nbhhd Code: **172**
Legal Desc: **LOT 2 BLK 21 LEWIS**

CONTACTS:

APPLICANT **TAMMY BRITT RENTAL PROPRTIE 01/05/2016** Phone
502 KING GEORGE AVE
ROANOKE, VA
24014
License:

OWNER **TAMMY BRITT RENTAL PROPRTIE 01/05/2016** Phone
502 KING GEORGE AVE
ROANOKE, VA
24014
License:

CONTRACTOR **TORCON CONSTRUCTION 01/05/2016** Phone: 540-204-2188
TORSTEIN MJELDE
6121 SCOTFORD CT.
ROANOKE, VA 24018
License: 2705116025

CODE & STRUCTURE INFORMATION:

Code Edition: **2012** Use Group(s): **R5**
Type Construction:
Stated Size: 2 Actual Size: 0 Use Stated Size: **Y**
Flood Plain (Y/N): **N** Neighborhood Design District: Historic: **H-2**
Variances Granted: Variances will be listed in Conditions

CONDITIONS:

FEE SUMMARY:

Declared Value: \$4,000.00 Calculated Value: \$0.00 Use Declared Value **Y**

REVIEW FEES:

Plan Review Fee: \$0.00 Site/Plot Plan Review Fee: \$0.00 Total Review Fees: \$0.00

PERMIT FEES:

Permit Fee: \$60.00 Certificate of Occupancy Fee: \$0.00
State Surcharge: \$1.20 Penalty Fees: \$0.00

TOTAL FEES: \$61.20

This permit is granted on condition that the proposed work conform to the requirements of the Virginia Uniform Statewide Building Code, the City of Roanoke Zoning ordinance and all other applicable laws and ordinances. This permit shall become invalid if the authorized work is not commenced by the expiration date listed above or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. If the permit expires, it shall be the responsibility of the permit applicant to prove to the Building Commissioner that the work has not been suspended or abandoned. Upon written request, the Building Commissioner may grant an extension of the permit.

The permit holder shall notify the Building Inspections Division and request an inspection when construction reaches a stage of completion which requires an inspection and shall not conceal any work requiring an inspection until he receives written approval to do so. The approved permit shall not be construed as authority to omit or amend any of the provisions of the USBC, except when a modification has been granted.

I understand and agree to the conditions for issuance of this permit:

Tammy Britt
Tue Jan 5 2016 11:07:27



Signature of Permit Holder

Date

Print Name

Stewart S. ...
Tue Jan 5 2016 11:06:50

Date

H-2, Historic Neighborhood Overlay District Application for Certificate of Appropriateness

RECEIVED

JAN 21 2016

CITY OF ROANOKE
PLANNING BUILDING & DEVELOPMENT

Date of Application: 1/21/16

Site Address: 418 Washington Ave SW Roanoke, VA 24016

Property Owner:

Name: Tammy Britt

Address: P.O. Box 8162

City: Roanoke State: VA Zip Code: 24014

Phone Number: 202-841-1869 E-Mail: tammy.dcreator@gmail.com

Owner's Representative (if applicable):

Name: Tor Mjelde

Address: xxxx

City: Roanoke State: VA Zip Code: 24016

Phone Number: 540-204-2188 E-Mail: moneyconsultant@hotmail.com

Application Prepared By: Tammy Britt

Current Use: Single-Family Two-Family (Duplex) Multifamily Townhouse Commercial

If Commercial, Describe Use:

Project Type: Roof Porch Windows and Doors New Construction Signs Walls and Fences
 Parking and Paving Demolition Other:

***PLEASE USE ATTACHED SHEET FOR PROJECT DESCRIPTION.**

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

Signature of Property Owner: Tammy Britt Date: 1/21/2016
D38145E495184F2

Section Below to be Completed by Staff

Certificate Number: COA160010

Approval By: ARB Agent

Tax Parcel Number: 1022507

Other approvals needed:

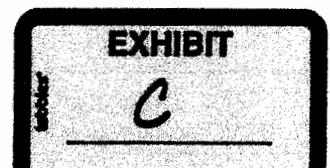
Zoning Permit BZA/Planning Commission

Base Zoning District:

Building Permit Other

Agent, Architectural Review Board:

Date:



H-2, Historic Neighborhood Overlay District Detailed Project Description

Site Address: 418 Washington Ave SW Roanoke, VA 24016

Property Owner: Tammy Britt

To replace metal roof with architectural shingles. Roof is starting to leak in this duplex/two family home.

Project
Description:

Additional information to be submitted:

Photographs Site Plan Elevation Drawings Sample Photograph, or Catalog Pictures of Proposed Material

Other: _____



INNOVATIONS FOR LIVING

TAMMY BRITT

Oakridge® Shingles



OR EQUIVALENT LIFETIME ARCH SHINGLES

featuring

Artisan Colors



Oakridge® Artisan Color
Flagstone®

Traditional favorites that feel like home.

Oakridge' Color Availability



Desert Tan'



Brownwood'



Teak'



Driftwood'



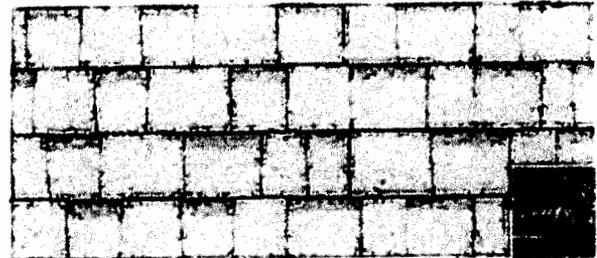
Onyx Black'



Estate Gray'



Williamsburg Gray'



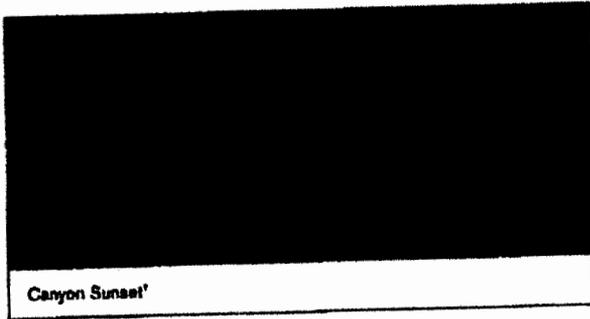
Shasta White'



Chateau Green'

Enhanced colors and bold designs.

Oakridge[®] *Artisan Colors*



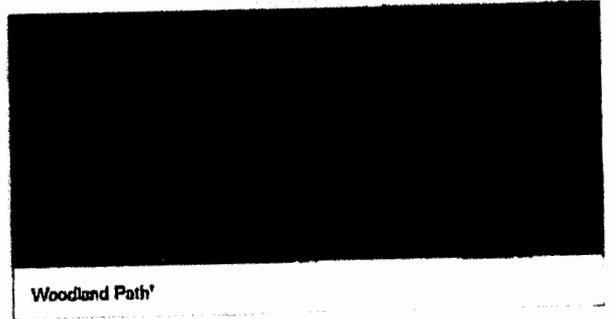
Canyon Sunset[®]



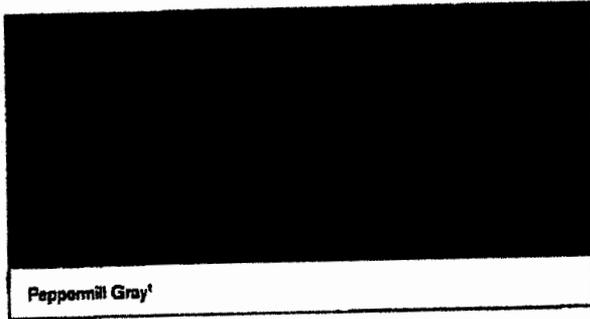
Twilight Black[®]



Flagstone[®]



Woodland Path[®]



Peppermill Gray[®]



AGENDA ITEM IV. D.



PLANNING BUILDING AND DEVELOPMENT
Noel C. Taylor Municipal Building
215 Church Avenue, SW, Room 166
Roanoke, Virginia 24011
540-853-1730 fax 540-853-1230
planning@roanokeva.gov

February 11, 2016

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

Dear Members of the Board:

Subject: Request from Tammy Britt, represented by Mr. Tor Mjelde, to replace the existing metal shingle roof of the main structure with Oakridge architectural shingles at 418 Washington Avenue S.W. (Official Tax Map No. 1022507)

Background:

The subject site consists of a 2 1/2-story single-family residence located within the Historic Neighborhood Overlay District (H-2). All exterior alterations are subject to a review and approval by the ARB.

The applicant is requesting approval of replacing the existing metal shingles roof with an architectural shingle roof, due to a consistent roof leaking issues.

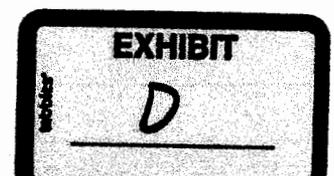
Findings:

The H-2 Architectural Design Guidelines recommend the following:

Basic Design Principles

**ARCHITECTURAL DESIGN GUIDELINES FOR THE H-2 DISTRICT: OLD SOUTHWEST
GUIDELINES FOR PRESERVATION AND REHABILITATION**

- **Maintain original materials and features that characterize a building and make it unique. Architectural materials and features are considered significant if they:**
 - are original,
 - reflect a particular architectural style,
 - are examples of quality craftsmanship or design, or
 - reflect changes associated with a major event in the history of the building.



Many residential properties located within the Old Southwest neighborhood were originally developed with a tin or metal shingles roof. In general, maintenance is the key to preserving the historic fabric of the structures and the lack of such effort would lead to deterioration of the original building material and character. The metal shingle roof is a unique architectural feature of this house. The applicant has provided a photo of the damage to the roof. However, additional photos, including damages to the interior of the building caused by the roof leak, were requested from the applicant for verification and to justify the need to replace the damaged roofing material.

- Repair deteriorated materials instead of removing or replacing them.

The existing metal shingles roof should be repaired instead of being replaced with an architectural shingle.

- Replace deteriorated materials and features that cannot be repaired with new elements of the same design and material.

The proposal includes replacing the existing metal shingles roof with architectural shingles. The applicant should seek alternative roofing material with a design and material consistent with the existing metal shingles roof.

Visibility from the Street

- In the H-2 District, staff or the ARB reviews any changes proposed to the exterior of building that are visible from the public right-of-way, including alleyways. Modifications to rear facades in the H-2 District also require review when owners propose changes that will impact the building's 'skin', particularly changes to siding, windows and doors.

However, the ARB recognizes that the rears of houses typically were more utilitarian in design and changed more frequently. Therefore, a wider range of appropriate materials and designs are allowed to the rear of properties and areas not readily visible from the street. Owners that propose additions that *do not impact* the building's original or current skin, e.g. decks and patios, also have greater design flexibility.

The roofing material proposed to be replaced is highly visible from the street and the proposed roofing material should be in keeping with the existing in terms of its appearance.

Roofs

Architectural styles are often identified by the form and materials of the roof, which is an important design feature. Poor roof maintenance contributes to the rapid deterioration of historic building materials including masonry, exterior siding, and paint and may result in hidden structural damage.

IMPORTANT CONSIDERATIONS...

- The shape and materials of a roof are important in expressing a building's style; roof features and details help to express its individual character. A well-maintained roof and gutter system will help prevent the deterioration of other parts of a building. Changing, removing, or adding materials or features to a roof can often alter or destroy a building's character.

Replacing the existing metal shingles roof with architectural shingles would cause a negative impact on the existing building character.

GUIDELINES FOR PRESERVATION AND REHABILITATION

Retaining Existing Roofs

- Identify and keep the original materials and features of roofs, including:
 - overall shape and form, chimneys, patterning and colors,
 - built-in gutters, finials, ridge caps, cresting and snow guards, and valleys.

The original roofing material, its shape and form should be maintained. The proposal would not be in keeping with the above statements.

- Retain built-in gutters that are usable, and maintain them by inspecting the metal liners and joints annually. Adding exterior gutters will change the look of the roof.

No additional or new exterior gutters are proposed.

- Retain historic roofing materials, such as slate, clay tile, wood shingles, or metal, that are still in good overall condition. If a limited area of historic roofing materials is damaged or deteriorated, repair with compatible materials is recommended rather than the removal and replacement of the entire roof surface. If owners choose to remove and replace their historic roofing material they must first present sufficient evidence and information to the ARB regarding the condition of the roof and feasibility of repair.

The existing metal shingle roof appears to be in fair condition except for the deteriorated portion of the roof causing leaks. The damaged area

should be repaired instead of replacing the entire roof with an incompatible material.

Repairing Damage

- Hand scrape rust from metal roofs with a wire brush. Coat roof with a multi-purpose water-borne coating or apply an iron-oxide metal primer and repaint.

A roofing professional opinion should be sought to determine the cause of the leak and to remedy/repair the damage. Photos showing the damage caused were requested and were not provided when this report was being prepared.

Replacing Existing or Missing Elements

- Replace missing roofing features with materials that conform to the original in:
 - size and shape, color and texture, and pattern

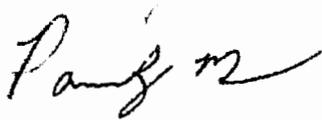
In the repair of the existing roofing process, all replacement should conform to the existing roofing features mentioned above.

- Avoid replacing roofs with a substitute material that does not convey the same visual appearance of the historic roof. Replacing a standing seam metal roof with asphalt shingles, for example, dramatically alters the building's appearance. If replacement is not technically, the substitute material should convey the same visual appearance of the original roof as much as possible.

All efforts should be made to repair the existing roof. However, if no other options are available, the applicant should propose a roofing material that convey the same visual appearance and material of the historic metal shingle roof.

Staff Comments:

The applicant must provide documentation that warrants replacement of the existing roof. In addition, replacement material of the existing roof is inconsistent with the H-2 Design Guidelines. Oakridge architectural shingles is not an appropriate replacement material for the existing metal shingles roof. Therefore, staff does not support the application and recommends denial of the COA application as proposed.



Parviz Moosavi, ARB Agent



Multiple roof shapes and patterned shingles create varied rooflines that add architectural interest to the district.

Architectural styles are often identified by the form and materials of the roof, which is an important design feature.

Poor roof maintenance contributes to the rapid deterioration of historic building materials—including masonry, exterior siding, and paint—and may result in hidden structural damage.

DEFINITIONS

Cornice: Decorated trim work placed along the top of a wall.

Cupola: A small dome on a circular or polygonal base that caps a roof or turret.

Dormer: A window that projects from a sloping roof.

Flashing: Pieces of sheet metal or flexible membrane used to protect joints from water penetration.

Hip: The sloping, triangular shaped end of a roof.

Pressed metal: Metal that has been pressed into decorative shapes.

Ridge: The uppermost junction of two sloping roof surfaces.

Standing seam: The seam between adjacent sheets of metal roofing.

Valley: The gutter formed by the intersection of two inclined roof planes.

The shape and materials of a roof are important in expressing a building's style; roof features and details help to express its individual character.

A well-maintained roof and gutter system will help prevent the deterioration of other parts of a building.

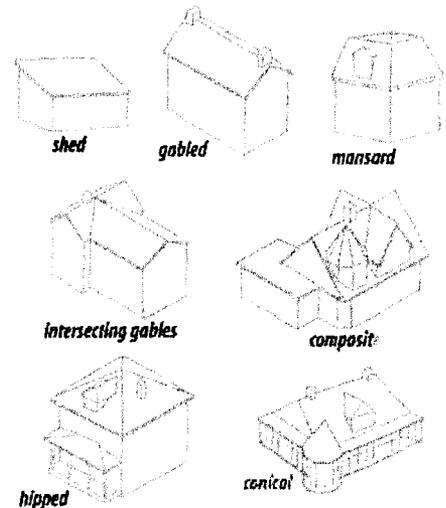
Changing, removing, or adding materials or features to a roof can often alter or destroy a

- Recommended actions or treatments are indicated by .
- Actions or treatments not recommended are indicated by .

Retaining Existing Roofs

Identify and keep the original materials and features of roofs, including:

- overall shape and form ,
- chimneys,
- patterning and colors,
- dormers,
- built-in gutters,
- cupolas,
- finials,
- ridge caps,
- cresting and snow guards, and valleys.

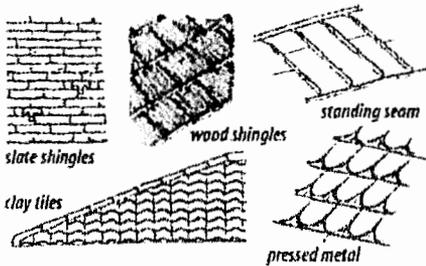


These forms are typical of district roofs. Historic roof shape and form should be retained on district buildings.

Retain built-in gutters that are usable, and maintain them by inspecting the metal liners and joints annually. Adding exterior gutters will change the look of the roof.

Retain historic roofing materials, such as slate, clay tile, wood shingles, or metal, that are still in good overall condition. If a limited area of historic roofing materials is damaged or deteriorated, repair with

compatible materials is recommended rather than the removal and replacement of the entire roof surface. If owners choose to remove and replace their historic roofing material they must first present sufficient evidence and information to the ARB regarding the condition of the roof and feasibility of repair.



Historic roofing materials such as those shown here should be retained.

Repairing Roofs

- Keep standing seam and pressed-metal roofs painted and all seams tightly crimped.
- Regularly inspect flashing at ridges, hips, valleys, chimneys, vents, dormers, and skylights, and replace when deteriorated.

Do not apply paint coatings or weatherproofing to a non-metal roof or other historically uncoated roofing materials. Such products may be appropriate to repair localized problems, but their general use can alter the roof's overall appearance.



Historically unpainted roofing materials, such as the slate shown here, should remain unpainted.

Repairing Damages

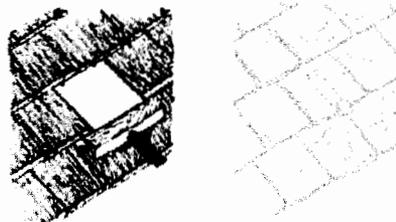
- Carefully remove and store existing slate, tiles, or shingles when making repairs to roofing substructure and replace them once repairs are complete.

- Replace damaged slate, wood, or cement-asbestos roofing shingles using the "copper-tab" or "hidden-nail" methods of shingle replacement or other established preservation techniques.



Should the substructure of this roof require repairs, these slate shingles should be carefully removed, stored, and replaced when repairs are complete.

Hand scrape rust from metal roofs with a wire brush. Coat roof with a multi-purpose water-borne coating or apply an iron-oxide metal primer and repaint.



Shown on the left is the hidden-nail method of shingle replacement. On the right is the copper-tab method. Both are appropriate for use.

Do not use roofing-cement patches on non-asphalt roofs. Prolonged exposure to sun will cause roofing cement to dry, crack, and curl, thus trapping water and hastening roof deterioration.

Replacing Missing Roofing Features

Replace missing roofing features with materials that conform to the original in:

- size and shape,
- color and texture, and
- pattern.

DEFINITIONS

- Dormer:** A window that projects from a sloping roof
- Flashing:** Pieces of sheet metal or flexible membrane used to protect joints from water penetration
- Pressed metal:** Metal that has been pressed into decorative shapes
- Ridge:** The uppermost junction of two sloping roof surfaces
- Shingles:** Siding or roofing units typically made of wood, tile, concrete, or slate, used as a covering and applied in an overlapping pattern
- Standing seam:** The seam between adjacent sheets of metal roofing
- Valley:** The gutter formed by the intersection of two inclined roof planes



Repair and maintain, rather than replace, historic roof materials such as slate and standing seam metal.

- Avoid replacing roofs with a substitute material that does not convey the same visual appearance of the historic roof. Replacing a standing seam metal roof with asphalt shingles, for example, dramatically alters the building's appearance. If replacement is not technically, the substitute material should convey the same visual appearance of the original roof as much as possible.

Paint and Soffits and Eaves

- Do not remove cornices, soffits or eave elements such as brackets or beadboard without replacing them with new ones of like design and material.
- Do not wrap or cover cornices, soffits, or eaves with substitute materials like aluminum or vinyl; as they cover up original details and may also hide underlying moisture problems.

Weatherstripping Windows

- Resolder open joints and patch holes in hung-metal gutters and gutter liners. This type of soldering generally requires an experienced contractor.

Use epoxy consolidants to repair wood gutters. Prime and apply two finish paint coats to exposed surfaces. Wood gutters should be treated with wood preservatives containing water repellents.

- Do not deck over hidden gutters if it changes the pitch of the roof at the gutter line.

DEFINITIONS

Decking over: Securing a structural surface and roofing materials over a void space

Dormer: A window that projects from a sloping roof

Downspout: A vertical pipe used to conduct water from a gutter to the ground

Fitch: The slope of a roof, usually expressed as a ratio of rise (height) to run



Gutters and downspouts should be kept clean. The use of half-round gutters and round downspouts is preferable to the use of ogee or corrugated gutters and downspouts.

Dormers, Vents and Skylights

- Retain the character, materials and roof forms of existing dormers.
 - Locate new dormers on less prominent roof slopes whenever possible.
 - Do not add skylights or roof-top utilities, such as mechanical equipment and solar collectors, to the primary slope of a roof.
 - Do not remove a roofing feature, such as a dormer, without replacing it with a feature that is compatible with the character of the building.
- Install roof vents without diminishing the original design of the roof and building. Vents should be installed so as not to be visible from the primary elevations.
- Low profile roof vents are appropriate in design, while rotating or whirly-gig vents are intrusive in design and should not be used.
- Do not enclose dormer windows.
 - Do not replace dormer windows with vents, louvers, or exhaust fans.



Skylights, when installed on the predominant roof slope as shown here, diminish historic character.

Chimney Maintenance and Repair

Repair flashing that has come loose from the vertical wall of a chimney by reinstalling and sealing it with a high-quality urethane caulk.

Holes in copper flashing can be repaired with a soldered patch. Holes in aluminum flashing can be repaired using a temporary cold-patch method. The patch should be inspected at least twice a year to make sure it is still holding.

Employ an experienced chimney sweep or mason when a chimney:

- needs cleaning,
- needs repointing of mortar,
- needs loose bricks replaced,
- has cracks in the flue lining, or
- is leaning.

Chimney repair or repointing should conform to the guidelines for masonry.

Chimneys

Chimneys on prominent elevations should remain in place, as they are character-defining features.

If chimney removal is desired, a structural engineering report must accompany application to explain structural integrity and feasibility of repair.



If a chimney such as the one shown needs cleaning, re-pointing, or replacement or has cracks or is leaning, an experienced mason should be employed.

Do not remove a roofing feature, such as a chimney, without replacing it with a feature that is compatible with the character of the building.

Replacement and Substitute Materials

When the use of traditional roofing materials is not feasible, suitable alternative materials may be used.

When it is not feasible to replace standing-seam and pressed-metal roofs with the same materials, first explore the use of prefabricated metal roof systems.

Replacements for wood shingles include:

- fiberglass shingles,
- cementitious shingles, and
- heavy-duty asphalt shingles

Replacements for slate include:

- mineral-fiber shingles,
- simulated-slate concrete tiles, and
- other faux slate materials,
- stained-wood shingles, and
- fiberglass or asphalt shingles designed to resemble slate.

Check local salvage yards as sources for suitable replacement roofing.

When replacing roofing materials, be sure to reinstall or replace associated roof detailing, such as ridge caps and snow guards.

Use substitute materials or replacement parts that retain the visual appearance of the original roof and that are physically and chemically compatible. Substitute materials should match the original in:

- scale,
- pattern,
- texture, and
- color.



This roof has an appropriate faux-slate shingle surface.

Mr. Moosavi said that the proposal was in compliance with the design guidelines and therefore staff recommended approval, but he wanted to emphasize the location of it. He asked Mr. Goebel to explain to the Board how far the shed would be from the alley.

Mr. Goebel said that the shed would be roughly fifteen feet from the alley and roughly five feet from the nearest neighbor. He said if it needed to be further away, he would be flexible. He said that the reason he contacted the Board was to find out where he needed to start in planning.

Mr. Moosavi said that based on the zoning requirements, sheds that size didn't really have specific setbacks. He said that they could be right on the property line, but staff recommended allowing at least a few feet for maintenance issues. He said he received a call from a neighbor who was concerned with the location of the shed, and that was why he was trying to hear it from the applicant at this hearing. Mr. Moosavi recommended approval.

Mrs. Gutshall asked if there were any Board comments on the application. She said that the horizontal siding and the metal roof seemed to be in keeping with the property, and it seemed to meet the Architectural Review Board guidelines. She said she did not see any problems with the application.

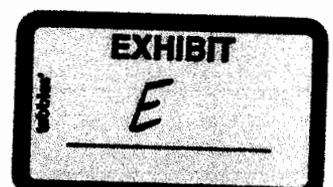
Mr. Vail made a motion to approve the application. Ms. Dykstra seconded the motion, and the motion passed with a vote of 4-0.

Ms. Dykstra – yes
Mr. Vail – yes
Mr. Hume – yes
Mrs. Gutshall – yes

D. 418 Washington Avenue S.W. (Official Tax Map No. 1022507) Request from Tammy Britt, represented by Mr. Tor Mjelde, to replace the existing metal shingle roof of the main structure with Oakridge architectural shingles.

Tammy Britt said she had gone before the board and gotten approval for the shingle to replace the metal at 502 King George Avenue. She said that the roof she was proposing was an architectural metal, and she wanted to replace the roof with the same look.

Mr. Tor Mjelde said that Ms. Britt also had two properties on Marshall Avenue. He said that their original intention was to put architectural shingle on three houses. Not



knowing the historic rules, they went to get a permit. Mr. Mjelde said that they obtained a permit for this particular house to put the architectural shingles on. He said that it was quite inadvertently that they received the permit, but they were stopped the same day they started working on the house. Mr. Mjelde said they stopped working right away and went to see City personnel about it. They found out what the rules were and switched gears. Mr. Mjelde said that the part of the roofs on the other two houses on Marshall Avenue that had raised seam metal had been replaced with raised seam metal. He said they had permits for the action, and it complied 100% with the requirement.

Mr. Mjelde said that the house at 418 Washington Avenue had a whole different type of metal on it. He said it looked like a shingle and they were individual panels, but over the years they had developed little pin holes in them. He said that because of water's meniscus, it did not go through all the holes because they were so small. Mr. Mjelde said that the roof had started leaking, so they put several coats of tar on the roof. Mr. Mjelde said that this roof didn't have much tar. Using a photograph, he showed the holes and cracks through the metal, which was representative of most of the shingles on the roof. He said that as the tar was taken off, one could see the holes in the shingles. Mr. Mjelde said that looking at the roof from a distance, it looked like architectural shingles. He said that originally they thought it was shingle with the tar and the coloration. He said that he and Ms. Britt wanted to replace the roof with a similar coloration and make it look like the same type of texture.

Ms. Britt interjected, saying that there had been confusion about the shingle. She said that the roof looked like shingle, and that's where the confusion was between herself and Mr. Moosavi. She said that the roof at 418 Washington was the same type of roof that used to be on 502 King George Avenue. Ms. Britt said that someone came from the Architectural Review Board to physically see the roof, and Ms. Britt took her into the attic to see and she saw the pinholes. Ms. Britt said she understood that the Board had guidelines to go by and Mr. Moosavi had explained them to her. Ms. Britt said she tried to do the right thing. She said that she and Mr. Moosavi had come to an agreement with the 812 and 824 Marshall properties. She put a raised seam on those two front porches and architectural shingle on the main roof. She said it looked great, but this situation was different. She said it wasn't the same metal.

Mrs. Gutshall said it was shingle rather than standing seam.

Mr. Mjelde said that they could not even get that type of metal. He said that they couldn't get pressed metal roof, because it was made a long time ago.

Mrs. Gutshall asked what color or variety was being proposed for the roof.

Mr. Mjelde said it was Slate Grey.

Ms. Britt said that the closest to the existing roof was the Slate Grey color. She said she wanted to do the same, and she wanted the property to look nice. Ms. Britt said that she had great tenants that she wanted to take care of, and she was more than willing to go with the same color.

Mrs. Gutshall thanked Ms. Britt for her presentation and asked for public comments. Hearing none, she asked Mr. Moosavi for staff comments.

Mr. Moosavi said that he needed to emphasize again in the guidelines the section related to replacement and substitute material where it said, "When it is not feasible to replace standing seam and pressed metal roof with the same material, first explore the use of prefabricated metal roof system." He said that Mr. Leftwich had done a bit of research, and the material that was presented to the board was available. Mr. Moosavi said that he would be glad to share the product information with the applicant if they wished. He said that staff's recommendation was to deny the application, mainly because the appearance of the proposed architectural shingle was not the same. He said that he felt better about denying the application after seeing the sample because it had more detail and was not an architectural shingle look. Mr. Moosavi recommended denial of the application.

Ms. Britt said that when she, Mr. Moosavi, and Mr. Mjelde talked, Mr. Mjelde had said that this material couldn't even be found any more, and Mr. Moosavi agreed that he couldn't.

Mr. Moosavi said he never said that. He said the contractor, Mr. Mjelde, had made that statement.

Mrs. Gutshall opened the floor for Board comments. She said that the Board was not sure exactly what it meant, what Mr. Moosavi read about when it was not feasible to replace standing seam and pressed metal roofs with the same materials and using prefabricated roof systems instead. She said she would assume it was something similar to the Tuff Rib system. Mrs. Gutshall said she did not feel that the Tuff Rib system was more in keeping with the standing seam metal roof than a shingle. She said she didn't think that it would necessarily achieve the same look, which differed from the case earlier tonight because in this case there was a shingle and it would be shingle replaced with shingle instead of metal replaced with shingle.

Mr. Moosavi said that staff was not suggesting that the applicant should use the Tuff Rib system at all.

Mr. Vail said that when the Board members went to see the house during the tour, there was a house next door which had a recently replaced roof. He asked if it was a metal shingle replacement that had just been put on.

Mrs. Gutshall said that it was.

Mr. Vail said that then there must be a similar product available that was better.

Mr. Talevi reminded Mr. Vail that Mrs. Gutshall had asked for Board comments, not questions.

Mr. Vail asked if a metal shingle replacement would be a more appropriate solution than an architectural shingle.

Mrs. Gutshall said it was an architectural shingle, and it did have some detailing on it. She said that the product which recently came before the Board was intended to simulate slate, but it had a similar look to the shingles that were on the other house. They were metal and they were shingles. Mrs. Gutshall said that in that way, she thought it would meet the qualifications of the guidelines in that it mimicked what was on Ms. Britt's roof currently and it was in keeping with the character of the roof. She said she thought it would be an appropriate material to go back with as an option.

Mr. Vail asked if that product existed without the slate character.

Mr. Hume said he believed that there were decorative metal shingle panels on the market. He said that he believed there were similar new panels. He said that there were probably some that were similar that were less pricy than what existed out there.

Mr. Mjelde passed around a photograph of the roof in question so the board could examine the texture and the look of it.

Mrs. Gutshall asked if there were any other Board comments on what was proposed. She reiterated that Ms. Britt was retaining the existing roof line and achieving the same general look in that she was replacing shingle with shingle. She said the only difference was the change in material, which was what the Board needed to consider.

Ms. Dykstra asked Ms. Britt if she would be willing to consider some of the forms available.

Ms. Britt said that the metal shingles looked so much like shingle that when she submitted it to Mr. Moosavi, he thought it was shingle. Ms. Britt said she didn't know anything about roofs, but what had been on the roof at 418 Washington was shingle. She said that she and Mr. Moosavi had talked about the metal. Ms. Britt said that the

property looked like shingle and would have a better look than with metal, even though it was discussed.

Mrs. Gutshall said she thought that the asphalt shingles would accomplish the same look as what Ms. Britt currently had. She said there was a metal sheen, but tar would be on top of it. Mrs. Gutshall said that the shape was the same, the color would be the same or similar, and the roof line would not be changing. She asked if Ms. Britt would keep the finial intact on the dormer or curved metal piece.

Ms. Britt said yes.

Mrs. Gutshall said that keeping roof elements intact was important to the board.

Ms. Britt said she understood. She said she wanted to keep the house as historic as possible, and the property had great historic features.

Mrs. Gutshall asked if there were any other Board comments or a motion.

Mr. Hume said that it was the intent of the guidelines to try to keep the property to its original character: not the character today, not the character two years ago. He said that under the existing black material was a tin pressed roof.

Mrs. Gutshall said that the intent of the guidelines was to obtain a similar appearance. She read from the guidelines, "Use substitute materials or replacement parts that retain the visual appearance of the original roof and that are visibly and chemically compatible." She said that at the end of the day it was about appearance and how it looked and if it was what previously existed.

Ms. Britt said that when the Architectural Review Board gave her the approval before, it was for the same type of roof.

Mr. Hume said he was making the assumption that the black coating was to seal the roof so it wouldn't leak, but before that it had a sheen to it of some nature.

Ms. Britt said that when she bought the house, the roof looked as it did now. She didn't know what it looked like before.

Mr. Moosavi said that no one wanted to put a red shingle back on.

Mr. Mjelde said that the roof had tar now, so they were putting tar back in.

Mrs. Gutshall asked Mr. Moosavi if he had additional instances for the Board.

Mr. Moosavi said no, he couldn't find it. He said he hadn't had it ready to bring it to the meeting, and apologized to the Board.

Mrs. Gutshall said the Board would like to see something that was an exact match. She said that for the neighboring house, the Board had approved a metal shingle. She reminded the applicant that the guidelines said that a substitute material or a replacement part should retain the visual appearance. She said she didn't believe it required an exact replacement of it. She said Ms. Britt believed that those were typical shingles to replace in time.

Ms. Dykstra said that she couldn't make it closer than the asphalt could. She said that the Board had agreed from a new standing that the shingles didn't even exactly mimic it.

Ms. Britt said that she wanted to put nicer shingle on the roof to give it the same look.

Ms. Dykstra made a motion to approve the application.

Mr. Vail seconded the motion.

Mrs. Carr was asked to call the roll, and the motion resulted in a vote of 2-2.

Ms. Dykstra – yes
Mr. Vail – no
Mr. Hume – no
Mrs. Gutshall – yes

Mr. Talevi said that no action of the Board should be valid unless authorized by a majority vote of those present voting. He said that for the motion to be carried, it needed a 3 vote out of 4 present; therefore, he declared that the motion failed. Mr. Talevi told the applicant that they had the choice of either appealing to City Council or submitting a second application. He told Ms. Britt that if she chose that route, she should talk to Mr. Moosavi to make sure it was sufficiently different from the previous application.

Ms. Britt said she would appeal to City Council.

Mrs. Gutshall thanked Ms. Britt.

E. 515 8th Street SW (Official Tax Map No. 1113111) Request from the Virginia Division of Historic Resources (DHR), represented by Brent Cochran with 515 8th Street, LLC, to review the proposal and



PLANNING BUILDING AND DEVELOPMENT
Noel C. Taylor Municipal Building
215 Church Avenue, SW, Room 166
Roanoke, Virginia 24011
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planning@roanokeva.gov

Via USPS and email

March 1, 2016

Ms. Tammy Britt
PO Box 8162
Roanoke, VA 24014

tammy.dcreator@gmail.com

Mr. Tor Mjelde, Representative
moneyconsultant@hotmail.com

Dear Ms. Britt:

**Subject: Certificate of Appropriateness No. COA160010
418 Washington Avenue SW
Official Tax Map #1022507**

On February 11, 2016, the City of Roanoke Architectural Review Board considered your request to replace the existing tin roof of the house at 539 Elm Avenue, S.W., with architectural shingles, and a Certificate of Appropriateness was denied. Based on the staff report and the discussion at the Architectural Review Board meeting, the Board found that the application was not consistent with the H-2 Historic District Design Guidelines, which can be viewed online at <http://www.roanokeva.gov/1047/Historic-District-Guidelines>.

If you are aggrieved by this decision of the Architectural Review Board, you have the right to appeal the Board's decision to City Council within 30 days of the date of the decision. Information on the appeals process is enclosed. Please contact Parviz Moosavi at 540-853-1522 if you have additional questions.

Sincerely,

Katherine Gutshall, Chair
Roanoke City Architectural Review Board

KG/knm
enclosure

