ROANOKE CITY COUNCIL
REGULAR SESSION

JUNE 20, 2016
2:00 P.M.

CITY COUNCIL CHAMBER

AGENDA

MAYOR DAVID A. BOWERS WILL CONVENE THE MEETING WITH A GAVEL PRESENTED TO HIM AS PRESIDENT OF THE PATRICK HENRY HIGH SCHOOL STUDENT GOVERNMENT ASSOCIATION, 1969 – 1970.

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Carlton Wright, Associate Pastor for Seniors and Pastoral Care, Shenandoah Baptist Church.

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

Welcome. Mayor Bowers.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, June 23 at 7:00 p.m., and Saturday, June 25 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

ARCHITECTURAL REVIEW BOARD – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING OCTOBER 1, 2016
CITY PLANNING COMMISSION – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING DECEMBER 31, 2016

PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION - 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

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

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of Oakey's Funeral Service and Crematory 150th Anniversary Year.

Recognition of the Department of Human/Social Services on receipt of the i3 Award for Customer Service and Business Process Improvement.

A resolution paying tribute to the Honorable David A. Bowers as Mayor of the City of Roanoke. R 10

A resolution paying tribute to the Honorable Courtney "Court" G. Rosen as Council Member and former Vice-Mayor of the City of Roanoke. R 13

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. ALL MATTERS WILL BE REFERRED TO THE CITY MANAGER FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL, AS HE MAY DEEM APPROPRIATE.

4. CONSENT AGENDA:

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

C-1 A communication from the City Manager requesting that Council schedule a public hearing for Monday, July 18, 2016, at 7:00 p.m., or at such time thereafter as the matter may be reached, or at such later date and time as the City Manager may determine to consider the establishment of a new absentee voting precinct. P 16

RECOMMENDED ACTION: Concur in the request.

C-2 A communication from the City Clerk advising of the resignation of Mary Dykstra as a member of the Architectural Review Board, effective August 30, 2016. P 18

RECOMMENDED ACTION: Accept the resignation and receive and file the communication.

C-3 Reports of qualification of Barbara A. Dameron as the City representative of the Roanoke Valley Juvenile Detention Center Commission for a four-year term of office ending June 30, 2020; and Terry King as the Public Safety representative of the City of Roanoke Pension Plan, Board of Trustees for a two-year term of office ending June 30, 2018.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS:

a. Request of Harrison Elderly Apartments, LLC, to rezone property located at 523, 0, and 0 Harrison Avenue, N. W., from RM-1, Residential Mixed Density District and ND, Neighborhood Design Overly District, to RM-F, Residential Multifamily District and H-2, Historic Neighborhood Overlay District. Evelyn A. Stone, Agent, Spokesperson.

P 19
O 35

b. Request of Total Action Against Poverty in Roanoke Valley, trading as Total Action for Progress, for exemption from taxation of real properties located at 1633 Salem Avenue, S. W., 702 and 624 Shenandoah Avenue, N. W., respectively, Annette Lewis, President, Spokesperson.

P 37
O 39

c. Receive citizen comments with regard to the proposed joinder of the City of Salem to the Roanoke Valley Resource Authority, an approval and execution of an Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority, and approval of an extension to its corporate existence to January 1, 2066. Daniel D. Miles, Chief Executive Officer, Spokesperson.

P 43
R 76
R 87
R 89

d. Proposal of the City of Roanoke to authorize issuance of General Obligation Public Improvement Bonds, in the principal amount not to exceed $28 million, to provide funding for various capital projects. Christopher P. Morrill, City Manager.

P 90
R 93
B/O 107

6. PETITIONS AND COMMUNICATIONS: NONE.

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance and appropriation of funds from the Virginia Department of Social Services for the Southwest Virginia Regional Employment Coalition to maintain existing services to the Temporary Assistance to Needy Families (TANF) population.

P 109
R 111
B/O 113

2. Acceptance and appropriation of additional funds in connection with the Fiscal Year 2016 "Four-For–Life" payment for Emergency Medical Services for training, supplies or other appropriate items.

P 114
R 115
B/O 116

3. Acceptance and appropriation of funds for the Fostering Futures Program and Family Partnership meetings from the Virginia Department of Social Services to help youth exiting from foster care to be self-sufficient.

P 117
R 119
B/O 121

4. Acceptance of a Child Abuse and Neglect Prevention Program Grant from the Virginia Department of Social Services to provide parenting classes with an in-home component to parents of children 0-5 years of age identified by the Department of Social Services as at risk of abusing and neglecting their children.

P 122
R 124
B/O 126

5. Appropriation of funds in the connection with the Federal Asset Forfeiture Sharing Program and the Department of Treasury Federal Asset Sharing Program to allow for police officer training in a variety of important specialties.

P 127
B/O 129

6. Appropriation of funds in connection with the State Asset Forfeiture Sharing Program in order to acquire new and replacement equipment for police officers.

P 130
B/O 132

7. Appropriation of funds for the implementation of an electronic summons system in the Police Department.

P 133
B/O 135

8. Appropriation of funds in connection with Fiscal Year 2016 revenue and expenditure adjustments.

P 136
B/O 138

9. Acquisition of real property rights in connection with the Graybill Road, Stormwater Drainage Improvements Project.

P 140
O 143

10. Execution of an agreement between the City of Roanoke and Carilion Property Management, Inc., to allow use of parking spaces along the fence on Evans Mill Road, S. W., behind 213 McClanahan Street, S. W., as a shuttle drop-off point; and for the City to indemnify and hold Carilion harmless from any and all liabilities arising out of the use of its facilities in connection with the annual fireworks show at River's Edge Sports Complex on July 4, 2016.

P 145
R 147

11. Execution of a Deferral Agreement between the City of Roanoke and South Commonwealth Partners, LLC, for deferral of certain performance obligations pertaining to development, construction, operation and maintenance in connection with the hotel atop the Market Garage.

P 148
O 149

12. Execution of Amendment No. 1 to the Performance Agreement regarding the Operation Period Economic Development Grant among the City of Roanoke, Economic Development Authority of the City of Roanoke and South Commonwealth Partners, LLC, for operations related activities associated with development at 25 Church Avenue, S. W.

P 152
O 168

13. Amendment of the City Code to allow the transfer of funds by the City Manager in any amount within and between funds, with the Director of Finance to report, on a quarterly basis, all transfers in excess of $100,000.00 between funds within the Capital Project and Grant Funds, respectively.

P 171
O 173

14. Authorization to submit an application to the Department of Housing and Urban Development, in conjunction with the Roanoke Redevelopment and Housing Authority and Council of Community Services with regard to the Choice Neighborhoods Implementation Grant Program for the Loudon-Melrose/Shenandoah West neighborhoods in the City.

P 175
R 178

COMMENTS OF CITY MANAGER.

b. CITY ATTORNEY:

1. Designating the Public Information Officer as the Freedom of Information Act Officer for the City of Roanoke.

P 180
R 182

c. DIRECTOR OF FINANCE:

1. Amendment of the City Code to provide for the application of interest at in connection with the City of Roanoke Pension Plan Member Contributions and Interest on Member Contribution Accounts at a rate of two percent annually effective July 1, 2017

P 183
O 185

2. Amendment of the City Code to provide for the City Manager's ex-officio position to be replaced by the Assistant City Manager of Operations, and provide that the Assistant City Manager of Operations designate two members, neither of whom shall be the Director of Finance to serve on the Deferred Compensation Board.

P 186
O 187

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 189
P 190
B/O 191

b. A report of the Roanoke City School Board requesting amendment to the 2016 – 2017 Categorical Budget; and a report of the Director of Finance recommending that Council concur in the request. Donna Caldwell, Director of Accounting, Spokesperson.

P 192
P 194
B/O 196

9. UNFINISHED BUSINESS: NONE.

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

11. MOTIONS AND MISCELLANEOUS BUSINESS:

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

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

PRIOR TO ADJOURNMENT, MAYOR BOWERS WILL PASS THE CITY COUNCIL GAVEL TO MAYOR-ELECT SHERMAN P. LEA, SR.

INASMUCH AS THERE IS NO BUSINESS TO COME BEFORE THE COUNCIL AT THE 7:00 P.M. SESSION, THE SESSION WAS CANCELLED.

12. ADJOURN.

FAREWELL RECEPTION IN HONOR OF MAYOR DAVID A. BOWERS AND COUNCIL MEMBER COURT G. ROSEN WILL BE HELD FOLLOWING THE COUNCIL MEETING AT 5:00 P.M., IN THE WHITE ROOM, BLUE 5 RESTAURANT, 312 2ND STREET, S. W.

INVESTITURE CEREMONY FOR THE NEWLY-ELECTED MAYOR SHERMAN P. LEA, SR., VICE-MAYOR ELECT ANITA JAMES PRICE, AND COUNCIL MEMBERS MICHELLE L. DYKSTRA AND JOHN A. GARLAND WILL BE HELD ON MONDAY, JUNE 27 AT 4:00 P.M., AT THE BERGLUND CENTER PERFORMING ARTS THEATRE, 710 WILLIAMSON ROAD, N.E.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION paying tribute to the Honorable David A. Bowers, Mayor of the City of Roanoke, and expressing to him the appreciation of the City and its people for his exemplary public service.

WHEREAS, Mr. Bowers was born in Cortland, New York, and raised in Lexington, North Carolina, before he and his family moved to Roanoke;

WHEREAS, Mr. Bowers graduated from Patrick Henry High School in 1970, and earned a Bachelor of Arts degree, *cum laude*, in English from Belmont Abbey College in Belmont, North Carolina in 1974, and a Juris Doctor degree from Loyola University School of Law in New Orleans, Louisiana in 1978;

WHEREAS, after graduation from law school, Mr. Bowers returned to Roanoke where he has practiced law since 1978;

WHEREAS, in 1984, Mr. Bowers was first elected to Roanoke City Council and served two consecutive terms, after which he ran for the office of Mayor and was elected to two consecutive terms, serving until 2000;

WHEREAS, after his initial terms of service as Mayor, Mr. Bowers continued his law practice and furthered his education by earning a Masters of Arts and Liberal Studies degree from Hollins University in 2006;

WHEREAS, Mr. Bowers was re-elected to the office of Mayor in 2008, and has served two consecutive terms;

WHEREAS, during Mr. Bowers' recent tenure as Mayor, Roanoke City government is financially stable, having consistently balanced the budget each year and

improved its bond rating to AA+ over the last several years, despite challenging national economic times;

WHEREAS, during Mr. Bowers' service as Mayor, the graduation rate at Roanoke City Schools rose from 59% to 85%, and the crime rate continued to decline and is now the lowest in 47 years;

WHEREAS, as the result of Mr. Bowers' leadership and support, Roanoke has been recognized by the Virginia Municipal League as a leading environmental city in Virginia, and consistently won national awards;

WHEREAS, during his tenure, Mr. Bowers led the initiative to compete for the National Civic League's All-America City Award with Roanoke's Star City Reads Program and its Community Solutions Action Plan; and, in 2012, had the honor of representing Roanoke, along with city staff, at the National Civic League Conference in Denver, Colorado, to accept the award making Roanoke the only six time All-America City;

WHEREAS, Mr. Bowers committed to the return of passenger rail service to Roanoke in his 2013 State of the City address and successfully worked with city administration and the regional legislative delegation to persuade Governor Bob McDonnell and the General Assembly to return an Amtrak passenger rail connector service to Roanoke;

WHEREAS, in his capacity as Mayor, Mr. Bowers served as an Ex-Officio member on all committees, including the Legislative Committee and the Personnel Committee of the Roanoke City Council;

WHEREAS, throughout his career as a Member of Council, Mr. Bowers served in several public positions, including President of Greater Roanoke Transit Company; Council Representative on the Roanoke Valley-Alleghany Regional Commission; and member of the Board of Directors of the National Civic League;

WHEREAS, Mr. Bowers also serves his community in several organizations and associations including membership as a parishioner of Saint Andrews Catholic Church; former President of the Ancient Order of Hibernians; member of the Knights of Columbus, 4th Degree; Chairman of the Roanoke Democratic Committee (1983); member of the Kiwanis Club of Roanoke since 1982; co-founder of Rebuilding Together/Christmas in April; former Director of the Roanoke Bar Association; and member of the Appalachian Trail Club, Roanoke Sister Cities, and Riverland/Walnut Hill Neighborhood Association; and

WHEREAS, throughout his public career, Mr. Bowers has demonstrated unfailing commitment to the Star City of the South and its citizens.

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

1. Council adopts this Resolution as a means of recognizing and commending the many services rendered to the City of Roanoke and its people by the Honorable David A. Bowers.

2. The City Clerk is directed to forward an attested copy of this Resolution to the Honorable David A. Bowers.

ATTEST:

City Clerk.

2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION paying tribute to the Honorable Courtney "Court" G. Rosen, and expressing to him the appreciation of the City and its people for his exemplary public service.

WHEREAS, Mr. Rosen was raised in Oil City, Pennsylvania and was educated at Vanderbilt University, Nashville, Tennessee, where he received a Bachelor of Science degree, *magna cum laude,* in Human and Organizational Development;

WHEREAS, following his graduation from Vanderbilt University, Mr. Rosen moved to Arlington, Virginia, where he worked on Capitol Hill for Congressman Bob Clement of Tennessee and for Senator Evan Bayh of Indiana;

WHEREAS, after a few years of living the fast-paced life in Northern Virginia, Mr. Rosen and his wife, Brooke, moved to Roanoke to be closer to her family;

WHEREAS, Mr. Rosen worked as a real estate investor and a partner in the residential real estate development company Walnut Creek Development Group, and is currently working with Chas. Lunsford Sons & Associates;

WHEREAS, having been elected to City Council in May 2008, Mr. Rosen has served as a member of City Council since July 1, 2008, including a two year term as Vice Mayor;

WHEREAS, Mr. Rosen led the initiative to support funding for Roanoke City Public Schools during the recession of 2010 and respond to reductions in funding imposed by the Commonwealth, by increasing the meals tax by 2%, effective from July 1, 2010 until June 30, 2012, and which initiative, supported by the City-wide Eat For

Education Campaign, generated $9.5 million in additional revenues for Roanoke City Public Schools;

WHEREAS, during his tenure on City Council, Mr. Rosen has served as Chair of the Legislative Committee, as Chair of the Audit Committee, and as a member of the Personnel Committee, as a City Representative on the Virginia Municipal League's Finance and Economic Development Policy Committees, Council Representative on the Board of Directors for Total Action Against Poverty in Roanoke Valley operating as Total Action for Progress (TAP), Council Liaison on the Roanoke Redevelopment and Housing Authority, City Representative on the Roanoke Valley Alleghany Regional Commission, City Representative on the Board of Board of Directors, First Regional Industrial Facility Authority, and City Representative on the New River Valley Commerce Park Participation Committee;

WHEREAS, Mr. Rosen's substantial public service also includes his service as a member of the Commonwealth Transportation Board and working with local and state legislators to support the creation of the future I-73 Corridor for the expansion of economic development in the Southwest Virginia region; and

WHEREAS, Mr. Rosen has been actively involved in his community serving as a member of the Downtown Roanoke Kiwanis Club; the New River Valley Homebuilders Association; the Board of Directors for Business Seed Capital, Inc.; and Member of New VA Connects, Munka, and Montgomery County Chamber of Commerce.

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

1. Council adopts this Resolution as a means of recognizing and commending the many services rendered to the City of Roanoke and its people by the Honorable Courtney G. Rosen.

2. The City Clerk is directed to forward an attested copy of this Resolution to the Honorable Courtney G. Rosen.

ATTEST:

City Clerk.

C-1

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Request to Schedule a Public Hearing to Consider Establishing a New Central Absentee Voter Precinct (CM16-00082)**

Background:

On February 1, 2016, the City of Roanoke entered into a lease agreement (Lease) with A&M Enterprises, L.P. to relocate the Office of the General Registrar to 317 Kimball Avenue, NE. Renovation activities were then conducted to suit the needs of the General Registrar. Pursuant to the terms of the Lease, the General Registrar cannot relocate its offices or establish a new central absentee voter precinct without approval of City Council in accordance with applicable law.

On June 1, 2016, the tenant upfit was completed and rent payments commenced.

Relocating the office of the General Registrar will require establishing a new central absentee voter precinct. Sections 24.2-306 and 24.2-712, Code of Virginia (1950), as amended, require City Council to conduct a public hearing before relocation of the central absentee voter precinct can occur.

After conducting a public hearing, City Council will be required to adopt an ordinance authorizing the new precinct location.

Recommended Action:

Authorize the City Clerk to schedule and advertise a public hearing on the proposed relocation of the central absentee voter precinct to be held on July 18, 2016 at 7:00 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.

For Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Sherman M. Stovall, Assistant City Manager for Operations
Barbara A. Dameron, Director of Finance
Michael B. Shockley, Director of General Services/Sustainability
Andrew Cochran, General Registrar

C-2

CITY OF ROANOKE
OFFICE OF THE CITY CLERK
215 Church Avenue, S. W., Suite 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145
E-mail: clerk@roanokeva.gov

STEPHANIE M. MOON REYNOLDS, MMC
City Clerk

CECELIA F. MCCOY
Deputy City Clerk

CECELIA T. WEBB, CMC
Assistant Deputy City Clerk

June 20, 2016

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

Dear Mayor Bowers and Members of Council:

This is to advise that Mary Dykstra has tendered her resignation as a member of the Architectural Review Board, effective August 30, 2016.

Sincerely,

Stephanie M. Moon Reynolds

Stephanie M. Moon Reynolds, MMC
City Clerk

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 20, 2016

Subject: Application by Harrison Elderly Apartments, LLC, to rezone property located at 523, 0, and 0 Harrison Avenue, N.W., bearing Official Tax Map Nos. 2121763, 2121764, and 2121765, respectively, from RM-1, Residential Mixed Density District, and ND, Neighborhood Design Overlay District, to RMF, Residential Multifamily District, and H-2, Historic Neighborhood Overlay District.

Recommendation

The Planning Commission held a public hearing on Monday, June 13, 2016. By a vote of 5 - 0 the Commission recommended approval of the rezoning request, finding that the Amended Application No.1 is consistent with the City's Comprehensive Plan, *Harrison & Washington Park Neighborhood Plan*, and Zoning Ordinance as it rezones the properties to allow for continued development of the site in a manner appropriate to the surrounding area.

Application Information

Request:	Rezoning
Owner:	Harrison Elderly Apartments LLC
Applicant:	N/A
Authorized Agent:	Evelyn A. Slone, Hill Studio
City Staff Person:	Katharine Gray, Land Use and Urban Design Planner
Site Address/Location:	523, 0, and 0 Harrison Avenue NW
Official Tax No.:	2121763, 2121764, 2121765, respectively
Site Area:	Approximately 0.9193 acres
Existing Zoning:	RM-1, Residential Mixed Density District, with ND, Neighborhood Design Overlay District
Proposed Zoning:	RMF, Residential Multifamily District, with H-2, Historic Neighborhood Overlay District
Existing Land Use:	Apartments and Parking Lot
Proposed Land Use:	Apartments and Parking Lot
Neighborhood Plan:	Harrison & Washington Park Neighborhood Plan
Specified Future Land Use:	Institutional/Religious and Single- and Two-Family Residential Mix
Filing Date:	Original Application: April 25, 2016 Amended Application No.1: May 16, 2016

Background

The Harrison School at 523 Harrison Avenue, NW, was constructed in 1916 and was the City's first high school for African Americans. Prior to its construction, African-American pupils who wished to pursue academic study beyond seventh grade were required to attend Virginia State College in Petersburg, Virginia. The building is of significant cultural value to the community. The significance of the building was recognized in the individual listing of the building on the Virginia Landmarks Register and the 1982 listing on the National Register of Historic Places.

After closing as a school, the building has had a long history of community uses. The building on the property was approved by the Roanoke City Board of Zoning Appeals, through three (3) separate special exceptions, to be used for a day care center operated by the TAP Organization in 1971, a neighborhood center in 1981, and a museum in 1993. The existing parking lot area developed on the adjoining lots, Official Tax Nos. 2121764 and 2121765, provides the required off-street parking to support the three uses permitted by special exceptions in the building.

In 1984, apartments for the elderly were constructed in the top two floors of the building. City directory entries for that time period indicate that 28 dwelling units were present in the structure. At that time, the property was located in an RG-2 zoning district and the density limits in that district permitted 28 units.

In the 2005 Comprehensive Rezoning, the zoning district of the property was changed to the RM-1 District which no longer permits multifamily dwellings or the other community related uses that had been previously approved by the BZA. A mixed-use building (multifamily dwelling and the community related uses) is not permitted in the current RM-1 District, but may continue in accordance with Section 36.2-705 of the zoning ordinance.

The property owner desires to add four more apartment units on the first floor of the existing building as well as other amenities for the tenants of the building. However, the development standards of the RM-1 District will not permit such expansion. Based on the current proposal, the use of the building will be a multifamily dwelling.

In April 2016, the Applicant filed an application to rezone the properties from RM-1, Residential Mixed Density District, to RMF, Residential Multifamily District. In May 2016, the Applicant filed an Amended Application No. 1 to rezone the property from RM-1, Residential Mixed Density District, with ND, Neighborhood Design Overlay District to RMF, Residential Multifamily District, with H-2, Historic Neighborhood Overlay District.

Considerations

Surrounding Zoning and Land Use:

	Zoning District	Land Use
North	RM-1, Residential Mixed Density District	Dwelling, Single-family detached and Vacant
South	RM-1, Residential Mixed Density District	Dwelling, Single-family detached and Vacant
East	RM-1, Residential Mixed Density District	Dwelling, Single-family detached and Vacant
West	RM-1, Residential Mixed Density District	Dwelling, Single-family detached and Vacant

Compliance with the Zoning Ordinance:

The purpose of the RM-1 District is to allow for a mix of single-family detached, single-family attached as well as two-family and townhouse by special exception in order to provide a range of housing choices.

The purpose of the RMF District is to permit dense housing development by providing for multifamily and townhouse dwellings.

The existing use as a mixed-use building and multifamily dwellings is not permitted in the current RM-1 district, but may continue as an existing use in accordance with Section 36.2-705 of the zoning ordinance. Changing the zoning to RMF would bring the existing multifamily dwelling use into a conforming use.

The development of the property likely does not meet current zoning ordinance requirements for parking, landscaping, signs, etc. Such nonconforming characteristics of use may continue in accordance with Section 36.2-708 of the Zoning Ordinance. Changing the zoning to RMF District would bring the existing building into a greater conformance with the dimensional standards of the Zoning Ordinance.

Removing the ND, Neighborhood Design Overlay District, and adding the H-2, Historic Neighborhood Overlay District, to the properties will preserve and maintain this architectural and historic landmark which is listed on the Virginia Landmarks Register, the National Register of Historic Places, and which has local significance. Moreover, the H-2 Overlay District will allow for modification of the building or for new construction to occur on the property that is compatible with the existing building and grounds and maintain appropriate settings and environments for this landmark.

Conformity with the Comprehensive Plan and Neighborhood Plan:

Both *Vision 2001-2020* and the *Harrison & Washington Park Neighborhood Plan* identify the need for preservation and reuse of historic landmark buildings such as the Harrison School. The rezoning of the property to RMF District with the H-2 Overlay District will allow the further development of the property in a manner that preserves the existing landmark building while allowing future development appropriate to the surrounding area.

Relevant *Vision 2001-2020* policies:

- Roanoke will offer a diversity of housing choices, including not only a range of housing prices but also housing types such as single-family houses, condominiums, multi-family highrise and low-rise rental units, town homes, and patio homes. Suitable housing should be available in the neighborhood of one's choice for people at all stages of their lives, ranging from new homebuyers to empty nesters.

- NH P5. Housing choice. The City will have a balanced, sustainable range of housing choices in all price ranges and design options that encourage social and economic diversity throughout the City. Concentration of federally subsidized, assisted or affordable housing will be discouraged. The City will recommend ways to overcome impediments to fair housing by identifying barriers to housing choice, encouraging fair housing education to the community, challenging housing discrimination, and requiring affirmative marketing of developments using City funds.

- Historic designation has contributed to the City's revitalization through improved property maintenance and economic incentives for rehabilitation. The Historic and Cultural Resources map (Map 3.2.2) identifies the three Virginia and National Register Historic Districts, National Register structures, and potentially significant archaeological sites. (Harrison School is denoted as a National Register Property on the Map 3.2.2)

- EC P6. Cultural and historic resources. Roanoke will support, develop, and promote its cultural resources. Roanoke will identify, preserve, and protect its historic districts, landmark features, historic structures, and archaeological sites.

- City Design.

  Downtown neighborhoods Downtown neighborhoods are characterized by small lots (approximately 5,000 square feet); two-story houses with porches; consistent building setbacks; and an interconnected grid of narrow, tree-lined streets and alleys. These neighborhoods developed adjacent to the downtown between the 1890s and 1920s.

Design principles:

- Recognized historic buildings should be preserved and should be used to guide new development.

Relevant *Harrison & Washington Park Neighborhood Plan* Policies:

Harrison is a traditional urban neighborhood that was developed in the early 1900s that consists mainly of single-family homes. Multifamily housing and limited commercial uses are scattered throughout the area. Noted developments in the Harrison neighborhood are the Harrison Museum of African American Culture, which is the old Harrison School, the old Burrell Memorial Hospital, five churches, a funeral home, three convenience stores, and one gas station

Key Development Opportunities:

Harrison School - Formerly a school for the African American community, now houses the Harrison Museum of African American Culture on the first floor, and has subsidized housing on the remaining upper floors. This historic building would be appropriate for mixed income multifamily residential, with a community oriented use on the first floor.

Community Design Policies:

- The Harrison and Washington Park neighborhoods are recognized as having unique architectural and historic value to the city. Therefore, Roanoke must ensure that future development is compatible with the neighborhood fabric. The design of new development should enhance and contribute to the neighborhood's continued viability.

Residential Development Policies:

- Ensure the design of new infill housing is compatible with existing development.

The Harrison School is an iconic neighborhood building that represents the first ability to pursue an advanced education for many members of our community. The property closed as a school in the mid-1900s and has been used as a mixed use building including multifamily dwelling units for many years. The current zoning district prohibits the expansion of the number of residential dwelling units in the basement of the multifamily building as desired by the Applicants. The Comprehensive Plan speaks to the importance of preserving recognized historic buildings. The non-conforming status of the existing building provides for additional oversight by the Board of Zoning Appeals for any changes.
The change of districts from RM-1 to RMF, would bring the building into greater conformity with use and dimensional standards found in the zoning ordinance, but would remove the additional oversight protection currently offered for the

building and surrounding area. However, the change in district from RM-1 with the ND Overlay District to the RMF with the H-2 Overlay District allows for the potential expansion in the number of dwelling units while continuing to provide additional oversight by the Architectural Review Board for the preservation of the significant historic landmark and ensuring any new construction is compatible with the surrounding neighborhood. The rezoning of the property as proposed is appropriate for the historic landmark building and the surrounding area.

Public Comments:

None

Planning Commission Work Session:

The building is listed on the National Register of Historic Places and is an important building in the community. Rezoning the property to RMF will make the use of the property as a multifamily dwelling conforming, would allow for the proposed expansion in the number of dwelling units in the building, and would allow other development activities on the property. Concern was expressed that there was no protection for the long-term preservation of the building. In particular, by making the use conforming, the historic building could be modified or altered in ways that would damage the historic character of the building.

As preservation of historic buildings/cultural resources is an important element of the City's comprehensive plan, two possible options to provide for the preservation of the existing building were suggested to the applicant after the work session as follows:

1. Submitting an additional application requesting to add the H-2 historic overlay district to the parcels and amending the original rezoning application to add a condition on the granting of the overlay. This option is somewhat unorthodox, but may allow longer-term flexibility to modify the structure or perform other development on the parcel compared to more traditional proffers.

OR

2. Add a condition such as "The development of the property will be in substantial conformity with the development plan dated January 20, 2016. The footprint of the building and height will be maintained to preserve the mass and scale of the existing structure." The plan could include language that the existing building would not be demolished and identify character defining features to be retained.

Such conditions would provide assurance that the rezoning from RM-1 to RMF would not lead to the demolition of a noted historic neighborhood structure

and rebuilding of a multifamily apartment complex by RMF development standards in the middle of the RM-1 zoning district.

The Applicants subsequently filed Amended Application No.1 addressing all of the comments, specifically modifying the application to include replacing the current ND Overlay that applies to the property with the H-2 overlay. This provision allows the applicant the flexibility to modify or expand the building, as needed, while providing oversight from the City's Architectural Review Board (ARB) to ensure that such modifications are appropriate to the building and surrounding neighborhood.

Planning Commission Public Hearing:

None

Kermit Hale/tmc

Kermit Hale, Chair
City Planning Commission

cc: Chris Morrill, City Manager
R. Brian Townsend, Assistant City Manager
Chris Chittum, Director of Planning Building & Development
Ian D. Shaw, Planning Commission Agent
Daniel J. Callaghan, City Attorney
Steven J. Talevi, Assistant City Attorney
Greg Jones, Harrison Elderly Apartments LLC
Evelyn A. Slone, Hill Studio

Zoning Amendment Application

RECEIVED
MAY 16 2016
CITY OF ROANOKE
PLANNING BUILDING & DEVELOPMENT

ROANOKE

REZ160007

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

Click Here to Print

Date: May 20, 2016

Submittal Number: Amended Application #1

Request (select all that apply):

- [x] 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: 523, 0, and 0 Harrison Avenue NW, Roanoke, VA 24016

Official Tax No(s).: 2121763, 2121764, 2121765

Existing Base Zoning:
(If multiple zones, please manually enter all districts.)
RM-1, Residential Mixed Density with ND, Neighborhood Design Overlay

- [ ] With Conditions
- [x] Without Conditions

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

Requested Zoning: RMF, Residential Multifamily with H-2, Historic Neighborhood Overlay

- [ ] With Conditions
- [x] Without Conditions

Proposed Land Use: Apartments in Existing Building

Property Owner Information:

Name: Harrison Elderly Apartments LLC / Greg Jones

Phone Number: +1 (678) 256-3826

Address: 5920 Odell Street, Suite 201, Cumming GA 30040

E-Mail: gjones@triumphmgt.com

See Attached Signature Page

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: Evelyn A. Slone / Hill Studio

Phone Number: +1 (540) 342-5263

Address: 120 Campbell Avenue, SW, Roanoke, VA 24011

E-Mail: eslone@hillstudio.com

Authorized A

Digitally signed by Evelyn Slone
DN: cn=Evelyn Slone, o, ou, email=evleslone@aim.com, c=US
Date: 2016.05.16 15:14:51 -04'00'

[redacted]

ROANOKE

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

REZ160007

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- [ ] With Conditions
- [x] Without Conditions

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Applicant Information (if different from owner):

Name:

Phone Number:

Address:

E-Mail:

Applicant's Signature:

Authorized Agent Information (if applicable):

Name: Evelyn A. Slone / Hill Studio

Phone Number: +1 (540) 342-5263

Address: 120 Campbell Avenue, SW, Roanoke, VA 24011

E-Mail: eslone@hillstudio.com

Authorized Agent's Signature:

Zoning Amendment
Application Checklist

ROANOKE

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.

Zoning Amendment Narrative
(Rezoning Request: RM1 with ND to RMF with H2)
Harrison School Apartments, 523 Harrison Avenue, N. W., and two adjacent lots
Official City Tax Nos. 2121763, 2121764, 2121765

Background:
The Petitioner, Harrison Elderly Apartments, LLC, is the new owner of the Harrison School property. At present, the property is zoned RM-1 and contains 28 affordable housing units for seniors. The 1916 school building is listed on the National Register of Historic Places. The building is constructed on City Tax Map No. 2121763 with adjacent surface parking on Tax Map Nos. 2121764 and 2121765 (Harrison Avenue), and 2121726 and 2121727 (Rutherford Avenue). At present, there are a total of 42 on-site surface parking spaces, 26 on Harrison and 16 on Rutherford. The property owner has ownership of all five parcels. (See the 2016 survey of the property included with this application.) This rezoning application is only for the three parcels on Harrison Avenue.

The 1916 school building is listed on the National Register of Historic Places. It was the City's first high school for African Americans. The complete Nomination can be found at:
http://www.dhr.virginia.gov/registers/Cities/Roanoke/128-0043_Harrison_School_1982_Final_Nomination.pdf

The property is a significant historic building in the Northwest Community. The 1982 National Register Nomination provides the following information on its significance:

> *"Constructed in 1916, Roanoke's Harrison School symbolizes the pioneering efforts of Lucy Addison and other black educators in Southwest Virginia to offer academic secondary instruction to all children regardless of race. These efforts were admirable when one considers the paucity of black public high schools in Virginia during this period and the prevailing educational theory of the Progressive era that Negroes should receive industrial, rather than academic or collegiate, instruction.*
>
> *Prior to the establishment of the school on Harrison Avenue, black pupils in the Roanoke area who wished to pursue academic study beyond the seventh grade were required to attend Virginia State College in distant Petersburg. Throughout its history, the Harrison School has served as a major center of black educational, social, and cultural activities in Roanoke, providing a place of secondary and elementary instruction for many of Roanoke's black professional and civic leaders, as well as a point of visitation for such dignitaries as George Washington Carver and Jesse Owen. Architecturally, the building is a typical example of public school design of the period, employing a very modified Georgian-style format"*

Development Plans:
The Petitioner plans repairs and upgrades to the building and wants to add four additional affordable housing units in the basement in the space formerly occupied by Harrison Museum of African American Culture (now downtown in Center in the Square). In addition to the basement apartments, other tentative uses considered in the basement level include a Facility Office, Community Room and Kitchen, resident Library and Business Center, tenant Storage Units, and a tenant Beauty Shop (see Schematic Plan for basement).

Reasons for Requesting Rezoning:
The current use of the property for 28 existing apartments is non-conforming under the existing RM-1 zoning. In order to make the property conform to a more appropriate zoning designation, the Petitioner requests a rezoning of the three parcels on Harrison Avenue to RMF, Residential Multifamily District. This will make the existing, built apartment complex (and associated off-street parking) conforming and enable the owner to add four units in the basement. In addition, rezoning to RMF is more consistent with the past zoning history of the property which permitted the development of the facility for apartments in 1985 and previous adaptive uses of the historic building. On-site parking on these parcels will meet the requirements for senior housing (24 spaces required or 0.75 spaces per dwelling unit).

The petitioner understands that prior to applying for a building permit for the new units, the City will require combination of the three parcels (2121763 with 30,000 sf, 2121764 with 5,000 sf, and 2121765 with 5,000 sf) into one parcel (via subdivision plat) in order to meet the new zoning RMF development requirements applicable for the desired number of units (1,000 sf of lot area/dwelling unit).

Also, the petitioner recognizes the historic significance of the building and desires to work further with the City of Roanoke and the community to make improvements now (and in the future) that will be appropriate to the historic building and the neighborhood. After consultation with City staff, the petitioner agrees that removal of the ND, Neighborhood Design Overlay District and replacement with the H-2 Overlay District is more appropriate for preserving the building and ensuring that any future exterior modifications maintain contributing architectural features and neighborhood site context. The property is applicable for H-2 District designation and future conservation and preservation because:

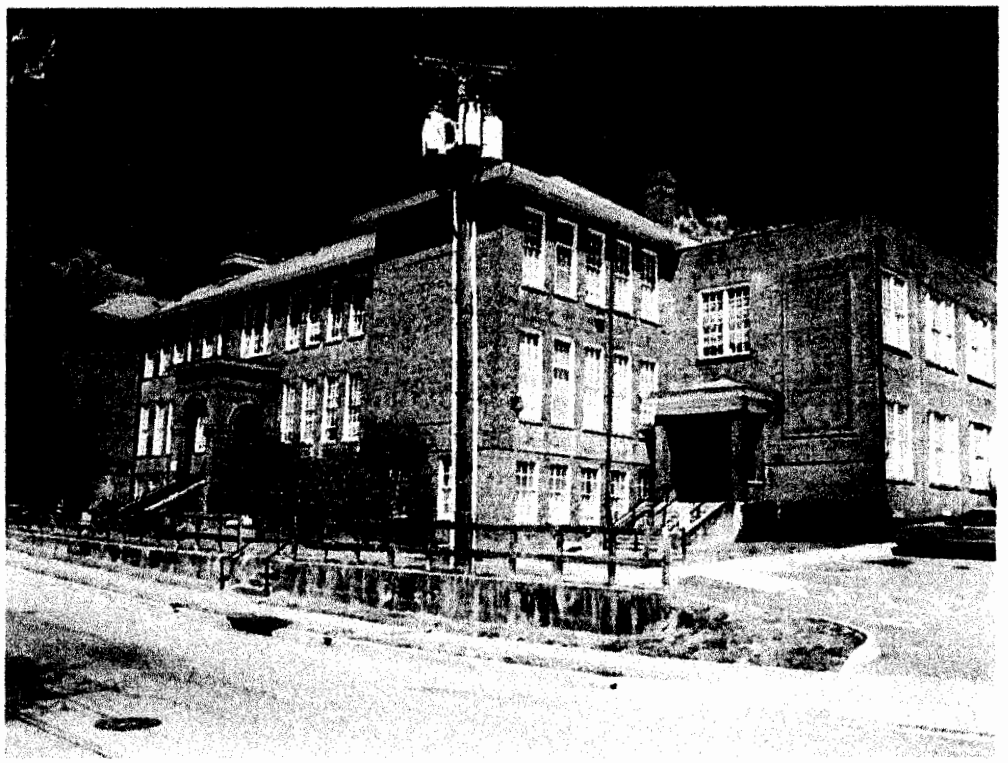
(1) The property is listed individually on the Virginia Landmarks Register and the National Register of Historic Places, and
(2) The property is the physical location of the historic Harrison School which is of special public value because of its cultural community heritage.

It is desired that the rezoning requests to RMF and H2 be considered concurrently to ensure coordinated development oversight and timely construction of property improvements.

Consistency with Comprehensive Plan and other Adopted City Documents:
The rezoning request to RMF and H-2 is consistent with the *Roanoke Vision 2001- 2020 Comprehensive Plan* in that the affordable housing units and senior support facilities in the facility provide sensitive adaptive reuse and preservation of a historic building in an appropriate residential neighborhood setting (Housing and Neighborhood Policies NH P5, NH P7, and Environmental, Cultural and Historic Resources Policy EC P6).

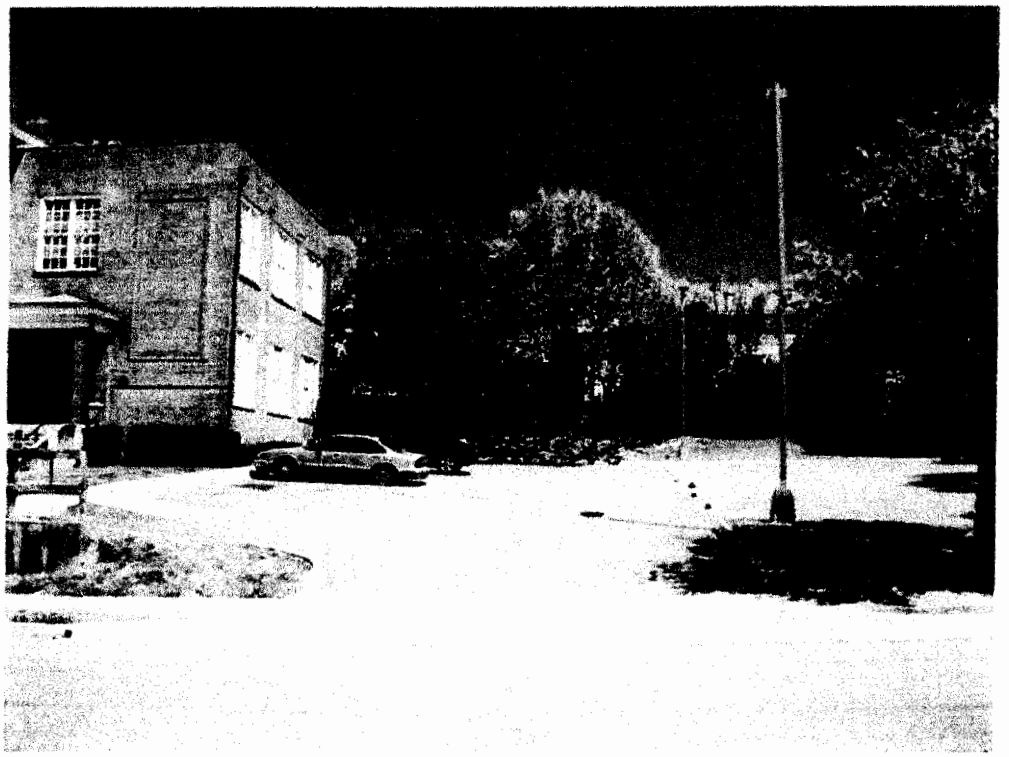
In addition, the rezoning to RMF and H2 would be consistent with the 2003 adopted *Harrison and Washington Park Neighborhood Plan* which recognizes the historic importance of Harrison School and identifies the use of the property as multifamily residential. Specifically, the plan identifies the school building as a development opportunity for mixed use and references it as an environmental and neighborhood asset contributing to the community quality of life. The proposed rezoning would be consistent with the adopted neighborhood policies to encourage future development that is compatible with the architectural and historic fabric of the neighborhood and development that furthers the continued viability of the neighborhood.

HARRISON SCHOOL PROPERTY



Above: Harrison School Apartments, Harrison Avenue

Below: Parking lot for Harrison School Apartments, Harrison Avenue

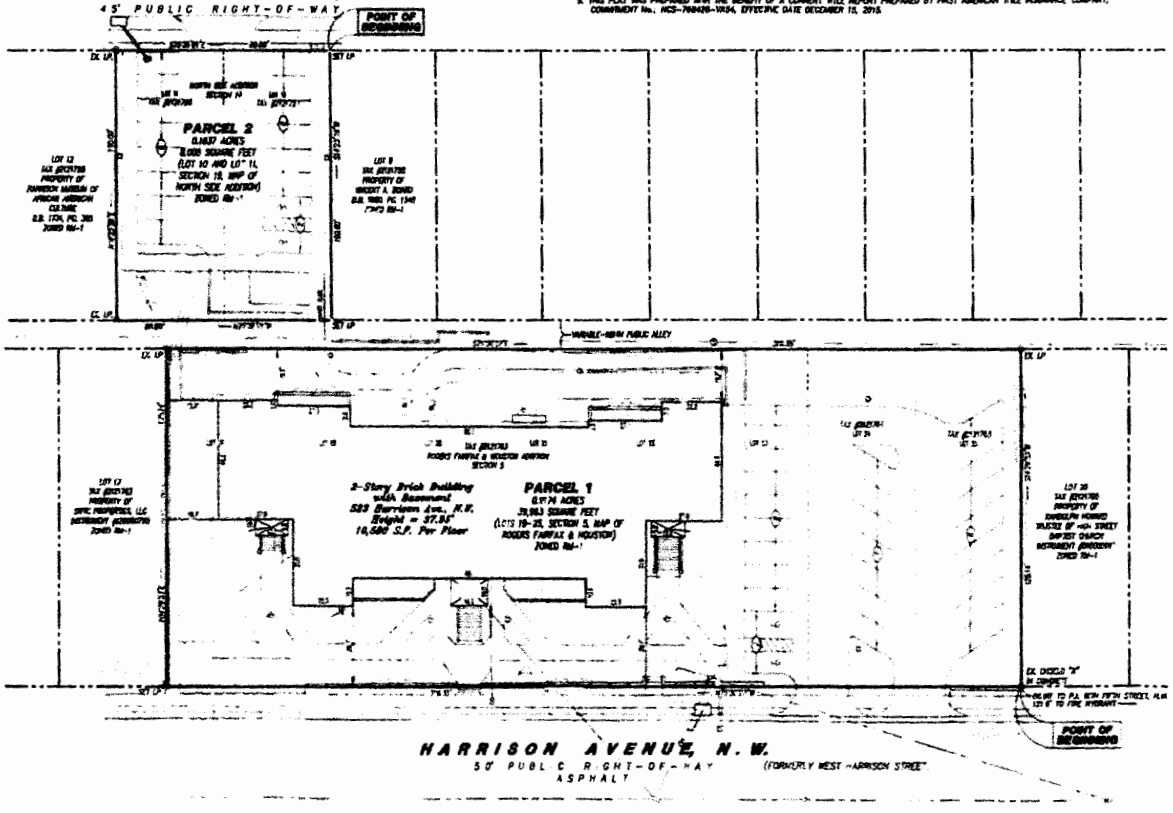


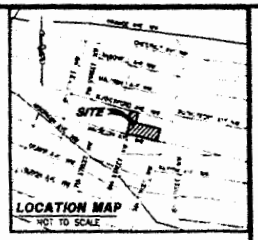
LEGEND	
	CURB DRAINAGE INLET
	GRATE INLET
	LAMP POST
	SANITARY SEWER MANHOLE
	WATER MANHOLE
	WATER METER
	HANDICAP PARKING SPACE
	UTILITY POLE
	GUY WIRE
	EXISTING PAVEMENT
—S—	SANITARY SEWER LINE
—W—	WATER LINE
—RD—	ROOF DRAIN
—GG—	NATURAL GAS LINE
—OHE—	OVERHEAD ELECTRIC LINES
—OHT—	OVERHEAD TELEPHONE LINES

ABBREVIATIONS	
D.B.	DEED BOOK
TYP.	TYPICAL
PG.	PAGE
CONC.	CONCRETE
S.F.	SQUARE FEET
EX.	EXISTING
I.P.	IRON PIN
SD	STORM DRAIN LINE
A/C	AIR CONDITIONER
OHE	OVERHEAD ELECTRIC
OHT	OVERHEAD TELEPHONE
S	SANITARY SEWER LINE
W	WATERLINE
RD	ROOF DRAIN

NOTES:

1. THIS PLAT BASED ON A CURRENT FIELD SURVEY.
2. PROPERTY CORNER MONUMENTS WERE SET OR FOUND AT CORNERS AS SHOWN HEREON.
3. THE PROPERTY SHOWN HEREON DOES NOT LIE WITHIN LIMITS OF A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FEMA. THIS OPINION IS BASED ON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS. SEE COMMUNITY PANEL (051813C0094H), MAP (051813C0094H) & DATED SEPTEMBER 28, 2007 "ZONE X" (UNSHADED).
4. LEGAL REFERENCES: PARCEL 1 – DEED BOOK 1484, PAGE 1092; PARCEL 2 – DEED BOOK 1493, PAGE 286 & DEED BOOK 1493, PAGE 298. MAP OF ROGERS, FAIRFAX AND HOUSTON (ADDITION) – CITY PLAN (1387 MAP OF NORTHSIDE ADDITION
5. THIS PLAT DOES NOT GUARANTEE THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES. STORM DRAIN STRUCTURES, SANITARY SEWER MANHOLES, AND ALL OTHER SURFACE UTILITIES WERE FIELD LOCATED. ALL UNDERGROUND UTILITIES SHOWN WERE ESTABLISHED USING ABOVE GROUND STRUCTURES, AVAILABLE UTILITY MAPS AND MARKINGS BY MISS UTILITY OF VIRGINIA. SEE MISS UTILITY TICKET NUMBERS (A5300420296) AND (A5300420297). ALL UNDERGROUND UTILITY LINES ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO THE START OF ANY CONSTRUCTION.
6. SUBJECT PROPERTY IS ZONED RM-1 PER THE CITY OF ROANOKE ZONING ORDINANCE. THE CITY OF ROANOKE ZONING REGULATIONS FOR RM-1 ZONING ARE AS FOLLOWS:
   MINIMUM LOT AREA PER DWELLING UNIT – 2,500 SQUARE FEET
   LOT AREA – MINIMUM=6,000 SQUARE FEET, MAXIMUM=NONE
   LOT FRONTAGE – MINIMUM=50 FEET, MAXIMUM=NONE
   FRONT YARD SETBACK – MINIMUM=10 FEET, MAXIMUM=30 FEET, FRONT YARD REQUIREMENTS FOR INFILL DEVELOPMENT DOES APPLY
   SIDE YARD SETBACK – MINIMUM OF 3'
   REAR YARD SETBACK – 15 FEET
   MAXIMUM BUILDING HEIGHT – 35 FEET
   IMPERVIOUS SURFACE AREA MAXIMUM – 60%
   PRINCIPAL STRUCTURES MAXIMUM – 1
   ACCESSORY STRUCTURE MINIMUM SETBACK FROM REAR AND SIDE LOT LINES – 0 FEET
   MINIMUM PARKING REQUIREMENTS – DO APPLY
   TREE CANOPY COVERAGE – 15% MINIMUM
7. BUILDING HEIGHTS ARE MEASURED FROM GRADE TO THE BOTTOM OF THE EVE.
8. BUILDING AREAS ARE COMPUTED BY OUTSIDE DIMENSIONS.
9. THERE ARE A TOTAL OF 42 PARKING SPACES INCLUDING 4 OF WHICH THAT ARE DESIGNATED AS HANDY-CAP SPACES.
10. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A CURRENT TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT No.: NCS-798486-WKM, EFFECTIVE DATE DECEMBER 15, 2015.





LEGAL DESCRIPTIONS

PARCEL 1

BEGINNING AT A CHISELED "X" IN CONCRETE ON THE NORTHERLY SIDE OF HARRISON AVENUE, N.W., SAID POINT BEING LOCATED N 75°30'00" W, 60.00 FEET FROM THE POINT OF INTERSECTION OF THE NORTHERLY SIDE OF HARRISON AVENUE, AND THE WESTERLY SIDE OF FIFTH STREET, BEING THE COMMON CORNER TO LOTS 25 AND 26, SECTION 5, MAP OF ROGERS, FAIRFAX AND HOUSTON; THENCE CONTINUING WITH THE NORTHERLY SIDE OF HARRISON AVENUE, N.W., N 75°30'00" W, 318.33 FEET TO A SET IRON PIN AT THE COMMON CORNER OF LOTS 17 AND 18; THENCE LEAVING HARRISON AVENUE, N.W. AND WITH THE DIVISION LINE BETWEEN LOTS 17 AND 18, N 14°29'30" E, 125.14 FEET TO AN IRON PIN SET ON THE SOUTHERLY SIDE OF A PUBLIC ALLEY; THENCE LEAVING LOT 17 WITH THE SOUTHERLY LINE OF THE ALLEY, S 75°30'00" E, 318.33' TO AN EXISTING IRON PIN AT THE COMMON CORNER OF LOTS 25 AND 26; THENCE LEAVING THE ALLEY AND WITH THE DIVISION LINE BETWEEN LOTS 25 AND 26, S 14°29'30" W, 125.14 FEET TO THE POINT OF BEGINNING, CONTAINING 0.9174 ACRES (39,963 S.F.), BEING THE EXACT SAME LAND CONVEYED TO HARRISON SCHOOL BY DEED DATED FEBRUARY 3RD, 1983, RECORDED IN DEED BOOK 1484, PAGES 1089-1093 AND BEING LOTS 19 THROUGH 25, INCLUSIVE, SECTION 5, ACCORDING TO MAP OF ROGERS FAIRFAX & HOUSTON AND AS MORE PARTICULARLY SHOWN ON PLAT ENTITLED "PLAT OF ALTA/ACSM LAND TITLE SURVEY PREPARED FOR TRIUMPH MANAGEMENT GROUP, LLC," DATED JANUARY 20, 2016, PREPARED BY LARRY E. SOLE, JR., L.S. OF LUMSDEN ASSOCIATES, P.C. ENGINEERS–SURVEYORS–PLANNERS.

PARCEL 2

BEGINNING AT A SET IRON PIN ON THE SOUTHERLY SIDE OF RUTHERFORD AVENUE, N.W., SAID POINT BEING COMMON CORNER TO LOTS 9 AND 10, BLOCK 19, ACCORDING TO MAP OF NORTH SIDE ADDITION; THENCE LEAVING RUTHERFORD AVENUE, N.W. AND WITH THE DIVISION LINE BETWEEN LOTS 9 AND 10, S 14°29'30" W, 100.00 FEET TO A SET IRON PIN ON THE NORTH SIDE OF A PUBLIC ALLEY; THENCE LEAVING LOT 9 AND WITH THE NORTH SIDE OF THE ALLEY, N 75°30'00" W, 80.00 FEET TO AN IRON PIN COMMON CORNER BETWEEN LOTS 11 AND 12; THENCE LEAVING THE ALLEY AND WITH THE DIVISION LINE BETWEEN LOTS 11 AND 12, N 14°29'30" E, 100.00 FEET TO AN IRON PIN ON THE SOUTHERLY SIDE OF RUTHERFORD AVENUE, N.W.; THENCE LEAVING LOT 12 AND WITH THE SOUTHERLY SIDE OF RUTHERFORD AVENUE, S 75°30'00" E 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.1837 ACRES (8,000 S.F.) BEING THE EXACT SAME LAND CONVEYED TO HARRISON SCHOOL BY DEED DATED APRIL 26, 1983, RECORDED IN DEED BOOK 1493, PAGE 286 AND DEED BOOK 1493, PAGE 298 AND BEING ALL OF LOT 10 AND LOT 11, SECTION 19, ACCORDING TO MAP OF NORTH SIDE ADDITION AS MORE PARTICULARLY SHOWN ON PLAT ENTITLED "PLAT OF ALTA/ACSM LAND TITLE SURVEY PREPARED FOR TRIUMPH MANAGEMENT GROUP, LLC," DATED JANUARY 20, 2016, PREPARED BY LARRY E. SOLE, JR., L.S. OF LUMSDEN ASSOCIATES, P.C. ENGINEERS–SURVEYORS–PLANNERS.

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE COMMONWEALTH OF VIRGINIA CERTIFIES TO TRIUMPH MANAGEMENT GROUP, LLC, A GEORGIA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, TO LAND SERVICES USA, INC. ITS SUCCESSORS AND/OR ASSIGNS AND FIRST AMERICAN TITLE INSURANCE COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, AS FOLLOWS:

THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a & b), 7(a, b(1) & c), 8, 9, 13(a), 13, 14 AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 5, 2016.

THE PARTIES LISTED ABOVE ARE ENTITLED TO RELY ON THE SURVEY AND THIS CERTIFICATE AS BEING TRUE AND ACCURATE.

DATE OF PLAT OR MAP: JANUARY 20, 2016

LARRY THOMAS SOLE JR., REGISTERED SURVEYOR
STATE OF VIRGINIA

REGISTRATION NUMBER 2439

COMMONWEALTH OF VIRGINIA
LARRY THOMAS SOLE JR.
LICENSE NO. 2439
01/20/2016
SURVEYOR

PLAT OF
ALTA/ACSM LAND TITLE SURVEY
PREPARED FOR
TRIUMPH MANAGEMENT GROUP, LLC
SHOWING
PARCEL 1 (0.9174 ACRES / 39,963 SQUARE FEET)
LOTS 19 THROUGH 25, INCLUSIVE, SECTION 5, MAP OF ROGERS FAIRFAX & HOUSTON AND
PARCEL 2 (0.1837 ACRES / 8,000 SQUARE FEET)
LOT 10 AND LOT 11, SECTION 19, NORTH SIDE ADDITION
SITUATED AT 525 HARRISON AVENUE, N.W. AND AT
525 RUTHERFORD AVENUE, N.W.
CITY OF ROANOKE, VIRGINIA

PHONE 540-774-4411
FAX 540-774-7945
E-MAIL MAIL@LUMSDENPC.COM
1002 BRAMBLETON AVENUE
P.O. BOX 1907
ROANOKE, VIRGINIA 24008
LUMSDEN ASSOCIATES, P.C.
ENGINEERS SURVEYORS PLANNERS
ROANOKE, VIRGINIA

JANUARY 20, 2016

ZONING DISTRICT MAP

523, 0, and 0 Harrison Avenue NW; Official Tax Parcels: 2121763, 2121764, and 2121765, respectively

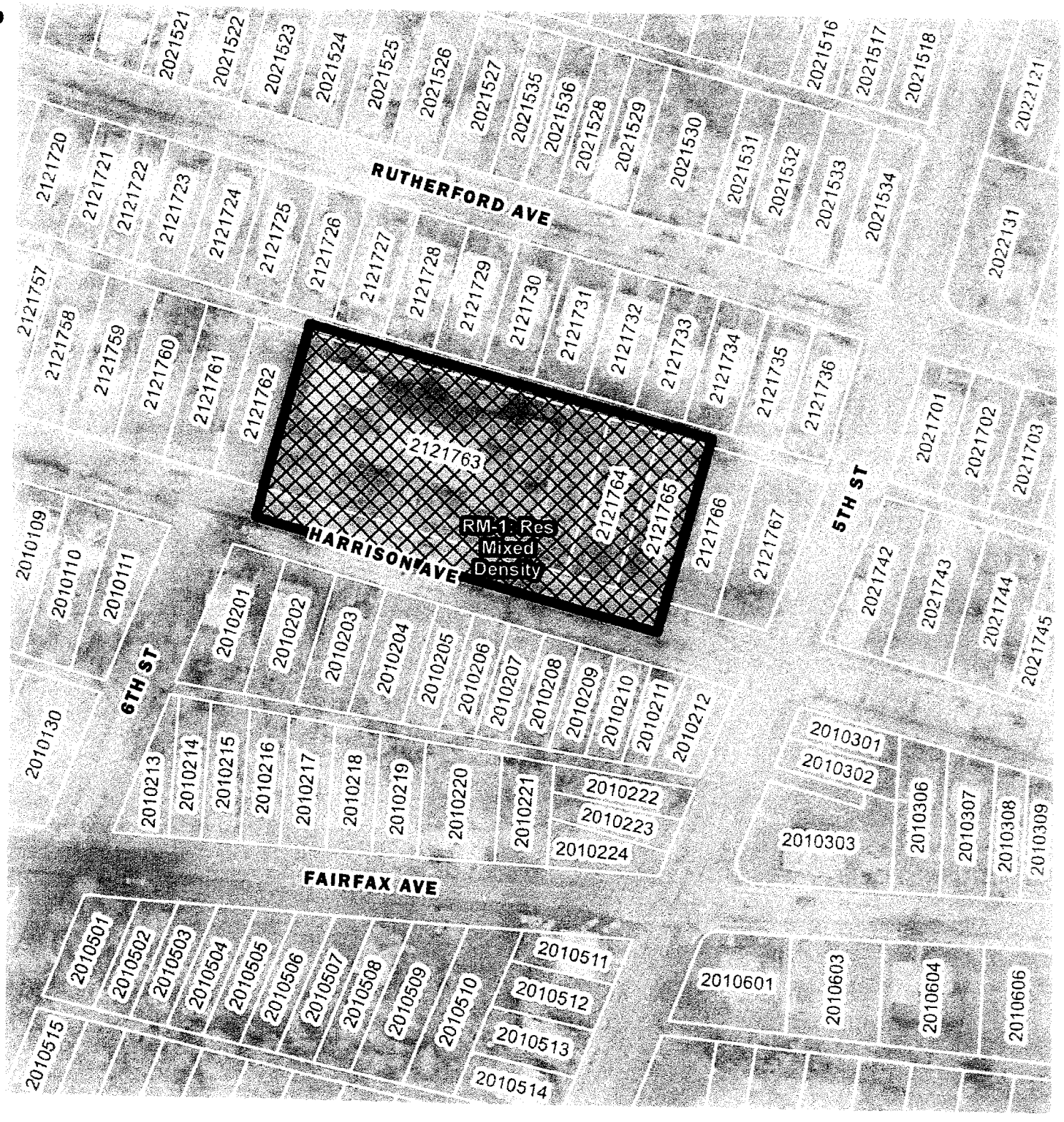
Area to be Rezoned

Zoning

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

0 50 100 Feet

N W E S



SJT
6/16/16

5.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to rezone certain property located at 523, 0 (zero), and 0 (zero) Harrison Avenue, N.W., from RM-1, Residential Mixed Density District, with an ND, Neighborhood Design Overlay District, to RMF, Residential Multifamily District, with an H-2, Historic Neighborhood Overlay District; and dispensing with the second reading of this ordinance by title.

WHEREAS, Greg Jones, on behalf of Harrison Elderly Apartments, LLC, has made application to the Council of the City of Roanoke, Virginia ("City Council"), to have the property located at 523, 0 (zero), and 0 (zero) Harrison Avenue, N.W., bearing Official Tax Map Nos. 2121763, 2121764 and 2121765, respectively, rezoned from RM-1, Residential Mixed Density District, with an ND, Neighborhood Design Overlay District, to RMF, Residential Multifamily District, with an H-2, Historic Neighborhood Overlay District;

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

WHEREAS, a public hearing was held by City Council on such application at its meeting on June 20, 2016, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed rezoning; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation made to City Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice, require the rezoning of the subject property, and for those reasons, is of the opinion that the hereinafter described property should be rezoned as herein provided.

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

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect that Official Tax Map Nos. 2121763, 2121764 and 2121765, located at 523, 0 (zero), and 0 (zero) Harrison Avenue, N.W., respectively, be and is hereby rezoned from RM-1, Residential Mixed Density District, with an ND, Neighborhood Design Overlay District, to RMF, Residential Multifamily District, with an H-2, Historic Neighborhood Overlay District, as set forth in the Zoning Amendment Amended Application No. 1 dated May 20, 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.

5.b.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Tax Exemption Request - Total Action Against Poverty in Roanoke Valley, trading as Total Action for Progress (CM16-00080)**

Background:

Total Action Against Poverty in Roanoke Valley, trading as Total Action for Progress (TAP), is a Virginia non-stock, not-for-profit corporation which owns certain real property located at 1633 Salem Avenue, SW (Official Tax Map #1210711), 702 Shenandoah Avenue, NW (Official Tax Map #2113105), and 624 Shenandoah Avenue, NW (Official Tax Map #2113201). The organization desires the property be designated as exempt from real estate taxes pursuant to the provisions of the Code of Virginia. TAP was incorporated on April 28th, 1965. In October of that same year, TAP opened its first year-round Head Start classroom, which was the first school program in the Roanoke Valley integrated from its inception. Today, it offers over 30 programs designed to give its clients a hand up. Its mission is to help individuals and families achieve economic and personal independence through education, employment, affordable housing, and safe and healthy environments. The property on Salem Avenue contains the educational building, parking lot, and playground area for its Hurt Park Head Start Center and Domestic Violence Services Offices. The property on Shenandoah Avenue contains the parking lot and playground area for its Brandin Hardin Sims Head Start Center. At present, the total annual real estate taxes on the three parcels are $3,521 on a total assessed value of $288,600.

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, TAP 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 three parcels is currently $288,600 with annual taxes due of $3,521. The organization is current on its taxes. In lieu of the $3,521 in real estate taxes, the organization would agree to pay to the City an annual service charge equal to twenty percent of the tax levy on the parcel for as long as the exemption continues. In this case, based on the

current assessed value, the service charge amount would be $704. Consequently, the City would be foregoing $2,817 annually in real estate revenue.

Commissioner of the Revenue, Sherman Holland, has determined that the organization is not exempt from paying 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 June 20, 2016, was duly advertised in the Roanoke Times.

Recommended Action:

Adopt an ordinance to authorize TAP's exemption from real property taxation pursuant to Article X, Section 6 (a) 6 of the Constitution of Virginia, effective July 1, 2016.

Sherman M. Stovall

For Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Honorable Sherman A. Holland, Commissioner of the Revenue
Honorable Evelyn W. Powers, City Treasurer
Barbara A. Dameron, Director of Finance
R. Brian Townsend, Assistant City Manager for Community Development
Sherman M. Stovall, Assistant City Manager for Operations
Amelia C. Merchant, Director of Management and Budget
Wallace H. "Pete" Clark III, Director of Property Management and Maintenance, Total Action for Progress, 302 2nd Street, S.W., Roanoke, VA 24011

5.b.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE exempting from real estate property taxation certain property located at 1633 Salem Avenue, S.W., 702 Shenandoah Avenue, N.W., and 624 Shenandoah Avenue, N.W., Roanoke, Virginia, and identified, respectively, as Official Tax Map Nos. 1210711, 2113105, and 2113201 owned by Total Action Against Poverty in Roanoke, Valley, trading as Total Action for Progress (hereinafter "the Applicant"), 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, the Applicant has petitioned this Council to exempt certain real 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 and other interested persons had an opportunity to be heard with respect to the Applicant's petition was held by Council on June 20, 2016;

WHEREAS, the provisions of subsection B of Section 58.1-3651, Code of Virginia (1950), as amended, have been examined and considered by the Council;

WHEREAS, the Applicant agrees that the real property to be exempt from taxation is certain real estate, including the land and any buildings and improvements located thereon, situated at 1633 Salem Avenue, S.W., 702 Shenandoah Avenue, N.W., and 624 Shenandoah Avenue, N.W., Roanoke, Virginia, and identified, respectively, as Official Tax Map Nos. 1210711, 2113105, and 2113201 (collectively the "Properties"), which Properties are owned by the Applicant, and that the entirety of the Properties shall be used by the Applicant exclusively for charitable or benevolent purposes on a non-profit basis; and

WHEREAS, in consideration of Council's adoption of this Ordinance, the Applicant has voluntarily agreed to pay each year a service charge in an amount equal to twenty percent (20%) of the City of Roanoke's real estate tax levy, which would be applicable to the Properties were the Properties not exempt from such taxation, for so long as the Properties are exempted from such taxation.

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

1. Council classifies and designates Applicant, Total Action Against Poverty in Roanoke Valley, trading as Total Action for Progress, as a charitable or benevolent organization within the context of Section 6(a)(6) of Article X of the Constitution of Virginia, and hereby exempts from real estate taxation certain real estate, situated at 1633 Salem Avenue, S.W., 702 Shenandoah Avenue, N.W., and 624 Shenandoah Avenue, N.W., Roanoke, Virginia, and identified, respectively, as Official Tax Map Nos. 1210711, 2113105, and 2113201, and owned by the Applicant. Continuance of this exemption shall be contingent on the continued use of the Properties by Applicant in accordance with the purposes designated in this Ordinance, as further stated in the City Council Agenda Report dated June 20, 2016.

2. In consideration of Council's adoption of this Ordinance, the Applicant agrees to pay to the City of Roanoke, on or before October 5 of each year, a service charge in an amount equal to twenty (20%) percent of the City of Roanoke's real estate tax levy.

3. This Ordinance shall be in full force and effect on July 1, 2016 if, by such time, a copy, duly executed by an authorized officer of the Applicant, has been filed with the City Clerk.

4. The City Clerk is directed to forward an attested copy of this Ordinance, after it is properly executed by the Applicant, to the Commissioner of the Revenue, and the City Treasurer for purposes of assessment and collection, respectively, of the service charge established by this Ordinance, and to Wallace H. Clark, III, Director of Property Management & Maintenance, and the authorized agent of Total Action Against Poverty in Roanoke Valley, trading as Total Action for Progress.

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

ATTEST:

City Clerk.

ACCEPTED, AGREED TO AND EXECUTED by Total Action Against Poverty in Roanoke Valley, trading as Total Action for Progress, this ____ day of _____, 2016.

Total Action Against Poverty in Roanoke Valley,
trading as Total Action for Progress

By _____

_____
Printed Name and Title

5.c.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Proposed Joinder of City of Salem with the Roanoke Valley Resource Authority (CM16-00070)**

Background:

On August 25, 1989, the Roanoke Valley Resource Authority (RVRA) was created and incorporated to exist for a 50 year term expiring in 2039 for refuse disposal services. The founding members include the City of Roanoke, Roanoke County and the Town of Vinton. As a part of membership, the City of Roanoke receives an annual community host fee of $100,000 from RVRA.

In June 2015, 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 RVRA under a mutual agreement.

On May 10, 2016, the RVRA Board of Directors approved a resolution formally supporting the City of Salem to join RVRA. Each jurisdiction is required to hold a public hearing authorizing amendments to RVRA's Articles of Incorporation to allow the City of Salem to become a member. On May 16, 2016, City Council authorized a public hearing to be held on June 20, 2016, at 2:00pm, or as soon thereafter as the matter may be reached, to consider RVRA's Amended and Restated Articles of Incorporation. The City advertised notice of the public hearing at least 30 days prior to June 20, 2016.

Considerations:

The proposed Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement includes the conveyance of the Salem Transfer Station and all related existing equipment to RVRA, with a current value of approximately $3.7 million. RVRA has agreed to pay the City of Salem approximately $1.8 million to retire the existing debt on the transfer station. The Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement is attached to this Report.

Additionally, the community host fees will be increased by $50,000 to Roanoke County, and Cities of Salem and Roanoke. The Town of Vinton will receive $5,000 annually. Both the Cities of Salem and Roanoke will receive annually $150,000 in community host fees.

RVRA has sufficient reserve funding and operating revenue to accommodate these terms.

The City of Salem's joinder provides financial benefits to both RVRA and the City of Roanoke by stabilizing tipping fee increases due to additional refuse tonnages. This will also enable RVRA to invest in the modernization of disposal equipment and transportation.

Finally, with only 23 years remaining of the initial 50 year term, RVRA will begin to have limited access to capital markets. In order for RVRA to maintain access to bond markets and meet operational needs, the extension of their operating life will be required. The proposed 50 year extension to January 1, 2066, will allow RVRA to issue long term revenue bonds as needed.

Pursuant to Section 15.2-5112, Code of Virginia (1950), as amended, City Council approval and adoption of a resolution are required to adopt these amendments.

Recommended Action:

Open the public hearing and receive comments from citizens and other interested parties regarding the proposed joinder of the City of Salem to the RVRA. Absent public comments needing further consideration, approve the reorganization and expansion of the RVRA by providing that the City of Salem, Virginia, join the RVRA and adopt the attached resolution.

Approve and authorize the execution of (1) an Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority and the appointments of Michael Shockley and Robert "Bobby" Edwards as the appointees of the City of Roanoke to serve on the Roanoke Valley Resource Authority; and (2) an Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement to accomplish such joinder. Authorize the appropriate public officials to take any actions and execute any documents, approved as to form by the City Attorney, necessary to accomplish such matters, all in accordance with Section 15.2-5112, Code of Virginia (1950), as amended.

Adopt the accompanying resolution providing for an extension of time for the Roanoke Valley Resource Authority to continue its existence as a corporation to January 1, 2066.

Sherman M. Stovall

For For Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Barbara A. Dameron, Director of Finance
Sherman M. Stovall, Asst. City Manager for Operations
Michael B. Shockley, Director of General Services

AMENDED AND RESTATED
ROANOKE VALLEY RESOURCE AUTHORITY
MEMBERS AND FACILITIES USE AGREEMENT

THIS AMENDED AND RESTATED MEMBERS AND FACILITIES USE AGREEMENT ("Agreement") dated as of the 1st day of July, 2016 by and between the Roanoke Valley Resource Authority, ("Authority"), a public body politic and corporate, and the County of Roanoke, a political subdivision of the Commonwealth of Virginia, ("County"), the City of Roanoke, a municipal corporation of the Commonwealth of Virginia, ("City"), the Town of Vinton, a municipal corporation of the Commonwealth of Virginia ("Town"), and the City of Salem, a municipal corporation of the Commonwealth of Virginia ("Salem").

RECITALS

WHEREAS, the members of the Roanoke Valley Resource Authority, the Board of Supervisors of Roanoke County, the City Council of the City of Roanoke, the Town Council of the Town of Vinton, have signified their intention to amend the Articles of Incorporation of the Roanoke Valley Resource Authority to provide that the City of Salem shall become a member of the Authority pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia (1950), as amended and Restated Articles of Incorporation for the [illegible] ted by reference herein as Exhibit "A";

WHEREAS, the Authority, [illegible] eviously entered into this Members Use Agreement [illegible] nded by five (5) amendments dated June 1, 1992 (F[illegible] nd Amendment), February 1, 1999 (Third Amendme[illegible] March 23, 2009 (Fifth Amendment) (collectively re[illegible] d now desire to further amend and restate the Origi[illegible] e provisions for Salem becoming a member of the [illegible] ges as set forth herein;

#10

WHEREAS, the parties hav[illegible] nstruct, modify, and\or expand through the Authori[illegible] ilities including Facilities related to the transportation and disposal of Acceptable Waste, including exercise of any and all powers granted by the Act;

WHEREAS, the parties intend through the Authority to contract for a supply of Acceptable Waste to be delivered to the Facilities;

WHEREAS, the City, County, Town, and Salem wish to contract with the Authority to obtain rights to dispose of Acceptable Waste generated within their respective jurisdictions;

WHEREAS, pursuant to this Agreement, the City, County, Town, and Salem desire to set forth the terms and conditions of the disposal of Acceptable Waste through use of the Facilities; and,

WHEREAS, the purpose for which the Authority has been formed is to exercise any and all powers granted by the Act, including, without limitation, to acquire, finance, construct, operate, manage, and maintain a garbage and refuse collection and disposal system and related facilities.

AGREEMENT

NOW, THEREFORE, the parties to this Agreement agree as follows:

INTRODUCTION

(a) The above whereas clauses are hereby incorporated into and made a part of this Agreement.

(b) This Agreement shall be known as The Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement dated as of July 1, 2016.

ARTICLE I

DEFINITIONS

Unless otherwise defined, each capitalized term used in this Agreement shall have the meaning set forth below.

"Acceptable Waste" means non-hazardous "municipal solid waste", "industrial waste" and "agricultural waste", "construction waste", "debris waste", "demolition waste", as defined in the Virginia Department of Waste Management Solid Waste Management Regulations, as amended, (the "DWM Regulations"), and such other wastes as Authority shall agree in writing to accept from time to time, subject to such limitations and exclusions as are imposed by Applicable Law and excluding all Unacceptable Wastes.

"Act" means the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Sections 15.2-5100, et seq., Code of Virginia of 1950, as amended.

"Annual Budget" means the annual budget of the Authority as described in Section 5.9.

"Annual Deficit" means any actual deficit at the end of a Fiscal Year consisting of an excess of Operating Costs over Operating Revenues for such Fiscal Year incurred by the Authority acting pursuant to an Annual Budget and any amendments thereto approved in advance by all Users in accordance with Section 5.9.

"Applicable Law" means any law, regulation, requirement (including but not limited to permit and governmental approval requirements) or order of any local, state or federal agency, court or other governmental body, applicable from time to time to the acquisition, design, construction, equipping, testing, start-up, financing, ownership, possessor or operation (including

but not limited to closure and post-closure operations) of the Facilities or the performance of any obligations under any agreement entered into in connection therewith.

"Articles of Incorporation" means the Articles of Incorporation of the Authority as they may be amended and restated from time to time.

"Authority Default" means any of the events of default described in Section 6.2.

"Bonds" means any Revenue Bonds, or other obligation, issued by the Authority to finance the acquisition, construction, improvement, and equipping of the Facility/Facilities, including any revenue bonds issued to refund such Bonds.

"Bylaws" means the Bylaws of the Authority, as they may be amended from time to time.

"Capital Expenditure" means any single expenditure intended to benefit and be amortized over 5 or more accounting periods under Generally Accepted Accounting Principles.

"Charter Member Users" or "Charter Member User" means Roanoke County, the City of Roanoke, and the Town of Vinton, as the context may require.

"Contract Municipal Customer(s)" means any local government entity, located wholly or partially within a sixty (60) mile radius of a Facility and under contractual obligation with the Authority or permitted to bring Acceptable Waste generated within said local government entity's jurisdiction to a Facility.

"Debt Service Payments" means the payments of principal, premium, if any, and interest required to be made by the Authority with respect to the Bonds.

"Designated Hauler" means any person (other than a User) (1) who is authorized to deliver Acceptable Waste to the Facility on behalf of a User or a Contract Municipal Customer and originating from User's or Contract Municipal Customer's jurisdiction, for a fee paid by the User; or, (2) who collects Acceptable Waste pursuant to contract with or franchise from the User and is designated to the Authority as such by the User in writing.

"Event of Default" means the events of default set forth in Section 6.2 and 6.3.

"Facility" and/or "Facilities" as the context may require, means the Landfill located in Roanoke County; and/or, as the context may require, Transfer Station; and/or, any other operation/structure owned and operated by, or on the behalf of, the Authority.

"Fiscal Year" means the period from July 1 of one year to June 30 of the next year.

"Hazardous Waste" means (i) "hazardous waste" as such term is defined in the DWM Regulations, (ii) "hazardous waste" as such term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq.* as amended from time to time; and (iii) solid waste that

because of its quantity, concentration, or physical, chemical or infectious characteristics may pose or significantly contribute .to a substantial present or potential hazard to human health, the Facility, or the environment when treated, stored, transported, or disposed of or otherwise managed.

"Host Community Fee" means the annual fee paid by the Authority to a Charter Member User or a User for hosting the Facilities as set forth in Section 7.1.

"Indenture" means any Indenture of Trust or other document, entered into by the Authority pursuant to which Bonds are issued.

"Landfill" means the regional landfill to be developed and operated by the Authority on one or more sites for the disposal and fill of Acceptable Waste in accordance with the special use permit provided pursuant to County item 62789-10 and Resolution 62789-12, each dated June 27, 1989.

"Leachate" means wastewater generated at and by Facilities.

"Maximum Annual Tonnage" means the maximum annual total tonnage of Acceptable Waste disposed of at the Landfill agreed by the Authority and Users to be 330,000 tons per year.

"New Member(s)" means all local government entities that are members of the Authority, other than the Charter Member Users, in accordance with Section 4.4.

"Operating Costs" means all actual costs of the Authority properly allocable to acquiring, constructing, equipping, maintaining and operating the Facility and set forth in the Annual Budget, including, but not limited to:

(1) Salaries and fringe benefits of employees;

(2) Utilities, fuel, equipment (including but not limited to trucks and heavy equipment) tools and supplies;

(3) Engineering, testing, and consulting costs for design and operation, testing, monitoring, and closure;

(4) All costs for compliance with all permit conditions and compliance with Applicable Law, including costs for treatment and disposal of leachate or materials inappropriately disposed or delivered to the Facility;

(5) Debt Service Payments;

(6) Legal costs incurred in connection with the zoning, permitting, financing, operating and defending of The Facility and the Authority;

(7) Insurance costs and the costs of bonds, letters of credit, escrows or other financial assurance or allowance for environmental monitoring and assurance, closure, post- closure or property value guarantees or for compliance with Applicable Law;

(8) Reasonable host community allowances as identified and set forth in the special use permit for the Landfill Roanoke County item 62789-10, and Resolution 62789- 12, each dated June 27, 1989; and as set forth in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991 and/or as provided in this Agreement;

(9) Capital Expenditures necessary for compliance with Applicable Law, Capital Expenditures necessary for normal maintenance and reasonable periodic expansion of the Facility and Capital Expenditures incurred in connection with Uncontrollable circumstances;

(10) Purchase and maintenance costs of equipment and maintenance of the Facility;

(11) All taxes, including but not limited to those on real property, equipment or income;

(12) All accounting and bookkeeping fees and charges;

(13) All costs associated with uncollectible accounts;

(14) The Authority's costs for Transportation Services; and

(15) All amounts required to be paid by the Authority to replenish deficits in the Debt Service Reserve Fund or the Rate Stabilization Fund, or any similar funds, created pursuant to the Indenture.

"Operating Revenues" means all income and revenues derived by the Authority from the ownership or operation of the Facilities, including the receipts of Tipping Fees from the Users, Private Haulers and Designated Haulers (but excluding any payments of any User's Pro Rata Share) and income from the investment of money held by or on behalf of the Authority.

"Private Hauler" means any person (other than a User or a Designated Hauler) who disposes of Acceptable Waste originating from User's or Contract Municipal Customer's jurisdiction at the Facilities, including individuals delivering household waste in privately owned vehicles.

"Pro Rata Share" means that share of the Annual Deficit which is in the same proportion that the estimated population of the respective User bears to the total estimated population of all jurisdictions then members of the Authority which are then subject to payment of a Pro Rata

Share, both as most recently projected on an annual basis by the Center For Public Service at the University of Virginia.

"Transportation Services" means Authority-contracted transportation services provided by the Norfolk Southern Railway, and any other Authority-contracted service provider, for the transportation of Acceptable Waste and Leachate.

"Reciprocating Local Government Entity" means any local government entity entering into a reciprocal, contractual agreement with the Authority for purposes of managing or disposing of all or a portion of each entity's Acceptable Waste, respectively.

"Recycled Waste" means material diverted from the waste stream for separate processing in accordance with the applicable requirements of state and federal law and implementing regulations.

"Roanoke Transfer Station" means the Transfer Station located in the City of Roanoke, sited pursuant to and subject to the terms and conditions of the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991.

"Tipping Fee" means the per-ton fee, or otherwise proportionate rate as published in the Authority's posted rate schedule, payable to Authority for the disposal of Acceptable Waste.

"Ton" or "ton" means a unit of weight equal to 2000 pounds.

"Transfer Station" means any facility, fully permitted by the Commonwealth of Virginia and owned and operated by, or on the behalf of, the Authority, only for the transfer of Acceptable Waste by Transportation Services to the Landfill, or other temporary, emergency designated disposal facilities as provided in Sections 4.1.(a) and 4.4.1.

"Unacceptable Waste" means waste which the Facility is precluded by Applicable Law from accepting, including, without limitation, medical wastes, hazardous wastes, waste as proscribed by applicable federal, state or local law or regulations, or waste otherwise prohibited by the Authority.

"Uncontrollable Circumstance" means any event or condition, whether affecting the Facility, any User or the Authority, that interferes with the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the Facility or other performance required hereunder, if such event or condition is beyond the reasonable control, and not the result of willful action of the party relying thereon as justification for any nonperformance including but not limited to an act of God, storm, flood, landslide, earthquake, fire or other casualty, war, blockade, insurrection, riot, the order or judgment of any local, state, or federal court, administrative agency or governmental officer or body, a strike, lockout or other similar labor action .

"User" or "Users" means the Charter Member Users, and New Members constituting the Authority under the terms of this Agreement, if applicable, as the context may require.

"User Default" means any of the events of default described in Section 6.3.

ARTICLE II

TERM OF AGREEMENT

Section 2.1. Term. This Agreement shall become effective upon its execution, subject to the terms and conditions contained herein, and shall be effective and the Authority shall have existence until January 1, 2066, unless further extended pursuant to the provisions of the Act, provided that the Authority and this Agreement shall in any event continue until adequate closure and post-closure obligations and responsibilities with respect to the Facilities have been met.

Users covenant and agree to undertake in good faith and in a timely manner all actions necessary for the establishment of the Authority and the establishment and operation of the Facility as set forth herein.

Section 2.2. Applicability; Amendments. The Authority and Users covenant and agree that except as stated herein the terms, conditions and requirements contained in this Agreement shall apply equally to each User and further covenant and agree that this Agreement and the Articles of Incorporation shall not be amended or changed in any way without the consent of Authority and the consent of the governing body of each User. The parties hereto further covenant and agree that, except in case of an Uncontrollable Circumstance, the Authority shall engage in the collection and disposal of garbage and refuse at and through the Facilities , and that the Authority shall be authorized to engage in or provide for commercial and/or residential garbage and refuse collection activities or services.

Authority shall also be authorized to engage in recycling activities with regard to Acceptable Waste for which Authority has accepted title in accordance with Section 4.5 of this Agreement, provided, however, that Authority shall not require any specific recycling methodology, goals, limits or standards for a User without such User's consent and provided further that Authority shall not in any manner subsidize any User's recycling program except for incentive programs to encourage recycling that benefits all Users proportionately on the basis of population.

ARTICLE III

FACILITY CONSTRUCTION AND OPERATION

Section 3.1. Facility Construction and Operation.

(a) Subject to the provisions of this Section, Authority agrees that it will construct and equip the Facilities. Authority further agrees to use its best efforts to obtain the necessary

permits and approvals required under Applicable Law to construct and equip the Facilities as described.

(b) Authority shall construct and maintain at its expense any facilities, improvements, and buildings necessary for the operation of the Facilities and shall furnish all labor, tools, and equipment necessary to operate the Facilities, in accordance with Applicable Law.

Section 3.2. Use of Facilities. The Authority and the Users covenant and agree that, except as provided in section 4.4.1 Emergency Temporary Use of Authority's Facilities, below, the Facilities provided for herein may only be utilized by the Users, the Designated Haulers, and the Private Haulers, Contract Municipal Customers, and properly authorized persons and entities disposing of Acceptable Waste generated within their respective jurisdictions. The Authority and Users further covenant and agree that, except as provided in section 4.4.1 Emergency Temporary Use of Authority's Facilities, below, any Facility shall not be utilized by any other person or entity without the express prior consent of the Authority and the governing body of the User where the Facility is located.

Use and operation of the Landfill shall be subject to and in compliance with the terms and conditions in the special use permit provided pursuant to Roanoke County Item 62789-10, and Resolution 62789-12, each dated June 27, 1989. Use and operation of the Roanoke Transfer Station shall be subject to and in compliance with the terms and conditions in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991, all as amended from time to time.

ARTICLE IV

OBLIGATIONS RELATING TO DELIVERY AND ACCEPTANCE OF WASTE; OPERATING PROCEDURES

Section 4.1. Delivery and Acceptance.

(a) Throughout the term of this Agreement, Authority agrees to accept and dispose of Acceptable Waste delivered by or on behalf of the Users in accordance with the terms of this Agreement and agrees to do so at and through the Facilities unless an Uncontrollable Circumstance renders all or a portion of the Facilities inoperable. In such case the Authority may and is authorized to provide by separate agreement between the Authority and any local government owned and operated solid waste disposal or transfer facility located within sixty (60) miles of the Facilities, for the reciprocal, emergency, temporary disposal of all or part of the Authority's Acceptable Waste at said local government's solid waste disposal facility/facilities. The Authority further agrees to use its best efforts to operate the Facilities as economically as possible and to maintain a competitive Tipping Fee structure to encourage use of the Facilities by Private Haulers and Contract Municipal Customers.

(b) Each User shall have the right to deliver, or cause to be delivered, to the Facilities all Acceptable Waste generated within its political jurisdiction. Except in the case of an

Uncontrollable Circumstance, each User, that is party hereto, further agrees to deliver, or cause to be delivered, to the Facilities, all Acceptable Waste, except Recycled Waste, which is generated or collected by the User, collected by a Designated Hauler, or collected by any other waste hauler who collects Acceptable Waste on behalf of the User, and each User agrees to do so to provide a constant revenue stream to the Authority in recognition of the fact that Private Haulers have no legal obligation to use the Facilities.

Section 4.2. Operating Rules. The Authority shall promulgate specific rules and procedures for the use and operation of the Facilities, which shall be deemed a part of this Agreement following notice to the Users of such rules. The rules and procedures may be modified by Authority from time to time upon notice to the Users from Authority. A copy of such operating rules shall be available at the Facilities upon request. The parties agree to be bound to such rules and procedures in all respects. The rules may include fines for attempts to dispose of Unacceptable Waste in the Facilities and procedures for banning Designated Haulers and any other persons who violate the rules. Authority and Users agree that such rules and procedures shall not be inconsistent with this Agreement. In the event of a conflict between such rules and procedures and this Agreement or the Articles of Incorporation, this Agreement or the Articles of Incorporation shall prevail.

Section 4.3. Voting Representation. Notwithstanding any contrary provision in the Articles of Incorporation, Bylaws, or this Agreement, Authority, the Charter Member Users, and Salem covenant and agree that the initial voting representation on the Authority shall consist of 5 representatives from the County, 2 representatives from the City of Roanoke, 1 representative from the Town, and 1 representative from the City of Salem and that neither of the following actions shall be taken or permitted to occur by the Authority without the express consent of Roanoke County and the City of Roanoke, as expressed by the affirmative vote of all Roanoke County and City of Roanoke representatives on the Authority:

(1) Any change in the terms or conditions of design or operation of the Roanoke Transfer Station located in the city as set forth in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the City Planning Commission on June 5, 1991, and the Part A and Part B applications for the Roanoke Transfer Station as approved by the Commonwealth of Virginia, or any expansion or modification of the Transfer Station; or,

(2) Any change in the terms or conditions of design or operation of the Landfill located in the County of Roanoke as set forth in the special use permit approved pursuant to Roanoke County item 62789-10, and Resolution 62789-12, each dated June 27, 1989, and the Part A and Part B applications for the Landfill as approved by the Commonwealth of Virginia, or any expansion or modification of the Landfill.

Section 4.4. New Members. Because the Landfill is a scarce and valuable resource and because all Users have a common interest in insuring that the Landfill is utilized only for the proper disposal of Acceptable Waste and because Authority and Users desire to make the best

possible and most efficient use of the Landfill, Users and Authority covenant and agree as follows:

(1) No person or entity shall be permitted to utilize the Facilities except pursuant to the general terms and conditions of this Agreement;

(2) Except as provided in Section 4.4.1 Emergency Temporary Use of Authority' s Facilities, below, only Users, Designated Haulers, and Private Haulers, disposing of Acceptable Waste generated within the Users' jurisdictions, and Contract Municipal Customers shall be permitted to utilize the Facilities;

(3) Additional Users may join the Authority by a simple majority vote of the Authority and compliance with Applicable Law, provided that the following conditions have been met:

(a) The additional volume of Acceptable Waste that would be disposed of at the Landfill as a result of such proposed new User's joining is not projected to cause the total aggregate amount from all User jurisdictions and Contract Municipal Customers to exceed the Maximum Annual Tonnage.

(b) The proposed new User jurisdiction shall be responsible for all the costs and expenses of such waste stream as determined to be necessary by Authority.

(c) Each New Member joining the Authority will be entitled to one voting representative on the Authority and Roanoke County shall be entitled to one additional voting representative for each such New Member joining the Authority, as necessary, to maintain its majority.

(d) The proposed new User shall execute and deliver an agreement substantially similar to this Agreement as required by the Authority.

(e) As applicable to the City of Salem becoming a New Member and upon issuance by the State Corporation Commission of a Certificate of Joinder and/or Restatement:

(i.) Subject to the items in (ii) below, the Authority will pay the City of Salem the total sum of One Million, Seven Hundred and Eighty-One Thousand, Four Hundred and Seventy-Three and 22/100 Dollars ($1,781,473.22), which is the amount Salem has identified as necessary to retire any and all outstanding debt owed on the City of Salem's existing transfer station;

(ii.) The City of Salem will convey good and marketable title of the City of Salem's existing transfer station and all related existing equipment, real property, and existing site work as is, as described in Exhibit "B" , such that said transfer station becomes a Facility,

and such real property is not subject to any material environmental issues as determined by the Authority.

Section 4.4.1 Reciprocal Emergency Temporary Use of Authority's Facilities. The Authority hereby allows for the reciprocal, emergency, temporary use of the Transfer Station for the disposal at the Landfill of only Acceptable Waste which originates within the Reciprocating Local Government Entity's jurisdiction, subject to and upon the following terms and conditions:

(1) Authority and the Reciprocating Local Government Entity shall enter into an appropriate reciprocal agreement in form approved by the Authority for the temporary emergency use of each other's waste disposal facilities. Prior to any delivery of waste by the Reciprocating Local Government Entity at the Transfer Station, the Reciprocating Local Government Entity shall provide advance written notice to the Authority's Chief Executive Officer of (i) the nature of the emergency; (ii) the estimated duration of the emergency use; and, (iii) the estimated daily amount of municipal solid waste requested to be delivered for disposal.

(2) Such use shall be subject to prior written approval of the Authority's Chief Executive Officer and the Reciprocating Local Government Entity's compliance with all Applicable Laws, rules, regulations, and procedures, including, without limitation, the Authority's Operating Rules, regulations and procedures.

(3) The fees and charges applicable to such use shall be as established by the Authority from time to time.

(4) Under no circumstances shall the Authority accept or be deemed to have accepted for disposal or title to any Hazardous Waste or Unacceptable Waste.

(5) The Reciprocating Local Government Entity shall be responsible for and shall pay any and all claims, suits, damages, fines, penalties, loss, or liability, including any required cleanup or remediation, for damage to property, death or personal injury of any kind resulting from or arising out of: (i) the operation or presence on Authority premises by the Reciprocating Local Government Entity, its employees, agents, and contractors; (ii) the delivery to the Facilities or handling of Hazardous Waste or Unacceptable Waste; or, (iii) any violation of any law, rule, regulation, or procedure.

Section 4.5. Title to Acceptable Waste. Upon Authority's acceptance of any Acceptable Waste, Authority shall receive title to such Acceptable Waste. Authority may, at its sole election, take title to Acceptable Waste at an earlier time if it notifies the affected User of the exercise of such election. Authority shall never be deemed to have title to Unacceptable Waste unless it specifically represents that it is aware the waste is Unacceptable Waste and it is specifically taking title to the same. Inoperability of Authority's scales shall not affect the transfer of title. In the event of any dispute regarding transfer of title, the affected User shall join with Authority in defense of such title.

Section 4.6. Disposal of Unacceptable Waste. Authority shall notify any person delivering waste found before discharge into any Facility to contain Unacceptable Waste that the

waste cannot be disposed at the Facility. If Unacceptable Waste is disposed of by or on behalf of any User, and time and operations permit, Authority shall notify such User and such User shall promptly cause the Unacceptable Waste to be removed from the Facility and disposed of in accordance with Applicable Laws. In the event time and operations do not permit such notice or such User does not promptly remove the Unacceptable Waste, Authority may, at its option, cause the same to be removed, and disposed of in accordance with Applicable Law and such User shall be liable for the costs thereof. The affected User shall reimburse Authority for the actual costs, expenses, fines, penalties and liability resulting from the deposit of such Unacceptable Waste identified to have been disposed of by such User in the Facility, and, upon submission of satisfactory evidence of such costs, shall pay all such costs within 45 days of an invoice therefor; provided that the Authority shall not pay or agree to pay any fine or penalty, or acknowledge any liability unless the affected User is given an opportunity to participate and defend any such action seeking to impose a fine, penalty, or liability.

Section 4.7. Household Hazardous Waste Collection Facility. Notwithstanding any other provision of this Agreement, the Authority shall be authorized to operate a household hazardous waste collection facility and operation at Transfer Station site(s) for the on-going collection, storage, and off-site disposal of household hazardous waste originating from the residential households located within the Users' jurisdictions, or Contract Municipal Customer's jurisdiction if Authorized by the Authority. Such household hazardous waste facility and all related activities, including, without limitation, the collection, storage, and transportation and off-site disposal of household hazardous waste, shall be in compliance with all applicable local, state and federal rules, laws, and regulations.

ARTICLE V

TIPPING FEES; OTHER CHARGES

Section 5.1. Tipping Fees. Authority shall charge Tipping Fees for Acceptable Waste delivered to the Facilities and accepted by Authority for disposal. The Tipping Fees shall be established and adjusted from time to time in accordance with the requirements of the Act and any Indenture. Subject to the terms and conditions of this Agreement, Authority and Users recognize and agree that there may be numerous separate classes of users of the Facilities including (1)Users, (2)Contract Municipal Customers, (3) Designated Haulers, and (4) various categories of Private Haulers with different Tipping Fees for each class. Because the Landfill is a scarce and valuable resource, and Users and Authority intend to preserve its use to the maximum degree possible, Authority may establish different Tipping Fees for entities other than the Users who use the Facilities. Users shall be liable for any Tipping Fees payable by their respective Designated Haulers.

Section 5.2. Payments; Liability of Users.

(a) All amounts payable hereunder shall be invoiced on a monthly basis unless otherwise indicated. Amounts invoiced shall be due 20 days after the date of receipt of the invoice. Each invoice shall list all deliveries made during the applicable period and all information on the related weight records.

(b) Authority may maintain separate records for the amounts payable by each person and entity under this Agreement.

Section 5.3. Payment for Out-of-Hours Deliveries. Authority may charge such amounts as it deems appropriate for deliveries at times other than the Facility's normal hours of operation.

Section 5.4. Late Payment. Any amount payable under this Agreement by Users, Designated Haulers, Private Haulers, or Commercial Contract Customers that is not paid when due in accordance with this Agreement shall bear interest compounded monthly at the lesser of - (i) 21% or (ii) the highest rate allowed by law.

Section 5.5. Tipping Fee Adjustment. Until the resolution of any disagreement about any Tipping Fee adjustment, Users shall pay the Authority's proposed adjustment. Authority shall, immediately after the resolution, reimburse User and Designated Haulers for the aggregate amount of any overpayment, if any, occurring as a result of the subject matter of the disagreement.

Section 5.6. Relative Charges. The Authority and Users covenant and agree that Users shall be charged the same Tipping Fees for use of the Facilities. Subject to the foregoing, Users shall pay to Authority the Tipping Fees set forth in the fee schedule adopted by Authority in accordance with the Act and this Agreement. The Authority may establish fees for special wastes as defined by the rules and procedures promulgated by the Authority pursuant to section 4.2, tires for Private Haulers, and for individuals delivering household waste in privately owned automobiles and pick-up trucks as it deems appropriate.

Section 5.7. Obligation to Pay Pro Rata Share.

(a) Subject to the terms and conditions of this Agreement, each User shall pay to the Authority or such other person as the Authority may designate its Pro Rata Share of any Annual Deficit not less than thirty (30) days after receipt of written request therefor from the Authority. The Authority shall compute each year's Pro Rata Share in accordance with this Section and send notice to each User of its Pro Rata Share within thirty days after the close of each Fiscal Year. Each Pro Rata Share shall be the proportionate obligation of each User to pay the Annual Deficit computed on a pro rata basis based on the percentage the User's population', as of the close of the preceding Fiscal Year as projected by the Center for Public Service at the University of Virginia, bears to the total population of all Users which are then subject to payment of a Pro Rata Share. The initial Pro Rata Share of each User shall be based on the following percentages:

Roanoke County	41.70%
City of Roanoke	43.50%
Town of Vinton	3.59%
City of Salem	11.21%

(b) The obligation of each User to make payments of its Pro Rata Share under this Section shall be subject to and contingent upon the provisions of Section 5.9 and appropriations being made for such purpose by the governing body of the User. Nothing in this Section or this Agreement shall constitute a pledge of the full faith and credit of any User under any provisions of its charter or the Constitution of Virginia or a bond or debt of any User within the meaning of any provision of the Constitution of Virginia or such User's charter. Subject to the provisions of this Agreement, the obligations of each User to make payments under this Section and to observe and perform all other covenants and agreements under this Agreement are unconditional, irrespective of any rights of set-off, recoupment, or counterclaim that any User may have, jointly or individually, against the Authority.

(c) At the option of any User, such User may terminate its obligation to make payments of it Pro Rata Share, but only if the annual reports required by Section 5.8 shall show that:

(i) no Annual Deficit has occurred for the five preceding Fiscal Years; and

(ii) Operating Revenues have been equal to at least 110% of Operating Costs for the two preceding Fiscal Years.

Section 5.8. Books and Records. The Authority shall maintain all books, records and accounts necessary to record all matters affecting the Tipping Fees or other amounts payable by or to Users and the Authority under this Agreement. All such books, records and accounts shall be maintained in accordance with generally accepted accounting principles, shall accurately, fairly and in reasonable detail reflect all Authority's dealings and transactions under this Agreement and shall be sufficient to enable those dealings and transactions to be audited in accordance with generally accepted accounting principles. Within one hundred twenty (120) days after the close of each Fiscal Year, the Authority shall deliver to each User an annual report accompanied by a certificate of an independent certified public accountant, including, among other things, a statement of the financial position of the Authority at the end of such Fiscal Year, a statement of Operating Revenues and Operating Costs under this Agreement, and the amount, if any, of the Annual Deficit. All such books, records and accounts shall be available for inspection and photocopying by any User on reasonable notice so that it can verify Tipping Fees or other amounts payable under this Agreement. All such books, records and accounts shall be kept by the Authority for at least six years (or any longer period required by Applicable Law).

Section 5.9. Annual Budget. The Authority shall provide to the Users for approval, on or before each April 1, its Annual Budget for the upcoming year. The Authority shall also provide to the Users for approval in advance any amendment of any kind to the Annual Budget. The Annual Budget shall set forth (i) the budgeted Operating Costs for such Fiscal Year, itemizing each category of expenditure, including the amount of Debt Service Payments coming due in the next Fiscal Year, if applicable; and, (ii) the budgeted Operating Revenues for such Fiscal Year; and (iii) the budgeted Tipping Fees necessary to balance the Annual Budget. The Authority shall also provide Operating Costs and Operating Revenues for the then current

Fiscal Year. The Annual Budget for an upcoming Fiscal Year and any amendments thereto shall not be effective and no expenditures shall be made by Authority under the proposed Annual Budget unless and until such Annual Budget and any amendments have been approved by the governing bodies of Users, such approval not to be unreasonably withheld. The Authority shall continue operating within the expenditure levels approved under the Annual Budget for the immediately preceding Fiscal Year, excluding any Capital Expenditures, until such time as a new Annual Budget is approved.

ARTICLE VI

DEFAULT AND TERMINATION

Section 6.1. Remedies for Default.

(a) In the event of the breach by any party of an obligation under this Agreement, the right to recover damages or to be reimbursed will ordinarily constitute an adequate remedy. The parties hereto agree that as long as any Bonds remain unpaid or their payment has not been provided for in accordance with the Indenture, no party may terminate its obligations under this Agreement.

(b) The Authority may refuse to accept any Acceptable Waste that is collected by a User if such User fails to pay any amount due hereunder until the amount and any late payment interest on it have been paid if the Authority has mailed a written notice of the failure to pay the amount due under this Agreement to such User at the address to which invoices are sent by certified mail accompanied by a copy of the invoice for the unpaid amount.

(c) The parties hereto acknowledge that, in the event of any Event of Default the non-defaulting party shall be entitled to recover, to the extent proven, all of their respective damages, including incidental and consequential damages, caused by such Event of Default. The parties hereto agree that damages for any such Event of Default may include, without limitation: (i) amounts payable under this Agreement (including, without limitation, Tipping Fees); (ii) lost revenues and damages under any contract unable to be performed or realized, in whole or in part, by reason of such Event of Default; (iii) accelerated amounts if required under any contract or agreement as a result of an Event of Default specified in Section 6.3(a); (iv) interest from the date of payment on any amounts borrowed or required to be advanced in connection with such Event of Default, including interest on amounts paid to mitigate damages or prevent a default from arising under any agreement relating to the Facilities or its operations; (v) increased Operating Costs, and (vi) reimbursement for all reasonable expenses and costs, including the fees and expenses of its counsel, incurred in connection with any proceeding brought to recover such damages or to enforce the provisions of this Agreement. To the extent permitted by Applicable Law, the parties hereto hereby waive the right to trial by jury in any action or proceeding brought to enforce, construe or recover damages for any breach of this Agreement.

Section 6.2. Events of Default by Authority. The following shall constitute an Event of Default by the Authority ("Authority Default"):

The Authority's persistent or repeated failure or refusal substantially to fulfill any of its material obligations to any User in accordance with this Agreement unless such failure or refusal shall be excused or justified by an Uncontrollable Circumstance or a default by a User hereunder; provided, however, that no such failure or refusal shall constitute an Authority Default unless and until:

(i) Such User has given written notice to Authority stating that in its opinion a particular default or defaults (described in reasonable detail in such notice) exist that will, unless corrected, constitute a material breach of this Agreement by the Authority and that will in its opinion give User a right to reimbursement or to recover damages under this Agreement, or after all Bonds have been paid or their payment provided for, a right to terminate its obligations hereunder, unless such default is corrected within a reasonable period of time, and

(ii) Authority has neither corrected such default nor initiated reasonable steps to correct it within a reasonable period of time (which shall in any event be not less than thirty days from the date of receipt of the notice given pursuant to clause (i) of this Section); provided that if the Authority has commenced to take reasonable steps to correct such default within such reasonable period of time, it shall not constitute an Authority Event of Default for as long as the Authority is continuing to take reasonable steps to correct it; or

Section 6.3. Events of Default by Users. Each of the following shall constitute an Event of Default by a User ("User Default"):

(a) The failure by a User to pay any amount under this Agreement within 60 days after receipt of written invoice therefor; or,

(b) The failure or refusal by a User to fulfill any of its obligations to Authority in accordance with this Agreement unless such failure or refusal is excused or justified by an Uncontrollable Circumstance; provided that no such failure or refusal shall constitute an Event of Default unless and until

(i) Authority has given prior written notice to such User stating that in its opinion a particular default or defaults (described in reasonable detail in such notice) exist which will, unless corrected, constitute a material breach of this Agreement on the part of the User and which will in its opinion give Authority a right to reimbursement, recover damages or refuse service under this Agreement for cause under this Section unless such default is corrected within a reasonable period of time, and

(ii) Such User has neither corrected such default nor initiated reasonable steps to correct it within a reasonable period of time (which in any event shall not be less than five days from the date of the notice given pursuant to clause (i) of this Section); provided that if User has commenced to take reasonable steps to correct such default within such reasonable period of time, it shall not constitute an Event of Default for as

long as User is continuing to take reasonable steps to correct it, unless such default creates an emergency situation which may endanger public health or safety, threaten the environment or endanger the continued operation of any Facility, in which case an Event of Default shall be deemed to have occurred if such default is not corrected within ten days or less.

Section 6.4. Termination on Default. After all Bonds have been paid or their payment provided for and they are no longer considered outstanding under any applicable Indenture, any User, after giving written notice to all parties, may terminate this Agreement with respect to itself upon the occurrence of an Authority Default to the extent permitted by Applicable Law. The termination of this Agreement by any User shall not terminate this Agreement as to any other User. The proper exercise of the right of termination shall be in addition to and not in substitution for, such other remedies, whether damages or otherwise, of the party exercising the right of termination.

Subject to the terms and conditions of this Agreement, if any User fails to pay its Tipping Fees or its Pro Rata Share after appropriations therefore have been made, such User shall remain liable for such amounts and shall continue to be bound by this Agreement.

Section 6.5. Survival of Certain Rights and Obligations. This Agreement shall remain in full force and effect as long as any Bonds remain unpaid or their payment has not been provided for under any applicable Indenture. Thereafter, this Agreement may be terminated, but no termination of this Agreement shall limit or otherwise affect the rights and obligations of any party that have accrued before the date of such termination. Additionally, all obligations of Users with regard to any Unacceptable Wastes shall survive the termination of this Agreement.

Section 6.6. Resolution of Disputes. The parties agree that should any question arise between the Authority and a User who is a signatory to this Agreement relative to either engineering or accounting, it shall be resolved as follows:

(a) If as to engineering, then by a majority of a committee of three composed of an engineer appointed by the Authority, an engineer appointed by the User affected, and an independent engineer, to be chosen by the foregoing two; provided, however, should the first two appointees not be able to select the third appointee within thirty (30) days following the date of appointment of the last of the first two appointees, then and in that event, application for appointment of the third arbitrator shall be made to the Circuit Court judges of the 23rd Judicial Circuit of the Commonwealth of Virginia which shall appoint the third arbitrator.

(b) If as to accounting, then by a majority of a committee of three composed of the Chief Financial Officer of the affected User, the Authority's chief financial officer, and an independent certified public accountant, to be chosen by the foregoing two; provided, however should the first two appointees not be able to select the third appointee within thirty (30) days following the date of appointment of the last of the first two appointees, then application for appointment of the third arbitrator shall be made to the Circuit Court judges of the 23rd Judicial Circuit of the Commonwealth of Virginia which shall appoint the third arbitrator.

(c) In either case, the charge of the independent individual shall be borne equally by the affected User and the Authority.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Host Community Fees. The Authority covenants and agrees to pay to each User hosting the Landfill, the amount of $350,000 annually, for as long as the Landfill remains operational, and to each User hosting a Transfer Station, the amount of $150,000 annually, for as long as such Transfer Station remains operational. Any Charter Member User not hosting a Facility shall be paid a Host Community Fee annually in the amount of $5,000, for as long as they are a User, for their continued long-term support of the Facilities. Host Community Fees will be paid within 30 days after the close of each Fiscal Year in consideration of the location of the Facility in their respective jurisdiction or as otherwise provided herein.

Section 7.2. Extent of Agreement; Modification. This Agreement represents the entire and integrated agreement between the Users and Authority and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written agreement signed by Users, and Authority. Authority and Users expressly covenant and agree that this Agreement shall not be changed or amended in any manner and the Authority shall not be dissolved or any User permitted to withdraw, except as provided in Section 6.4, without the written consent of the governing bodies of the Users.

Section 7.3. Assignment. No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or part by any User without Authority's express written consent. Users shall not resell to any entity the right to dispose of Acceptable Waste at the Facilities, either directly through a User or indirectly through a Designated Hauler, for an amount greater than is paid by such User to Authority for such disposal by User (whether such charge is direct or additive), without the express written consent of Authority, which consent may be withheld by Authority at its sole discretion.

Section 7.4. Partnership. Nothing herein shall be construed to constitute a joint venture between Authority and any User or the formation of a partnership.

Section 7.5. Authority as Successor to Roanoke County Resource Authority. The parties hereto agree and covenant that the Authority is the successor to the Roanoke County Resource Authority.

Section 7.6. Severability of Invalid Provisions. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 7.7. Notices. All notices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when mailed by first-class mail, postage prepaid, to the addresses set forth below:

If to the Authority:	1020 Hollins Rd., N.E. Roanoke, Virginia 24012 Attention: Chair, RVRA Board of Directors
If to the City of Roanoke:	215 Church Avenue, S.W., Room 364 Municipal Building Roanoke, Virginia 24011 Attention: City Manager
If to the County of Roanoke:	P.O. Box 29800 Roanoke, Virginia 24018-0798 Attention: County Administrator
If to the Town of Vinton:	P.O. Box 338 Vinton, Virginia 24179 Attention: Town Manager
If to the City of Salem:	114 North Broad St. P.O. Box 869 Salem, Virginia 24153 Attention: City Manager

The parties may by notice given under this Section, designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient .

Section 7.8. Litigation. The Authority is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement. Each User represents as to itself that it is not a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

Section 7.9. Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 7.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be an original, and the counterparts taken together will constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as of the date above written.

AUTHORITY:

ROANOKE VALLEY RESOURCE AUTHORITY

ATTEST:

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

_____
Roanoke Valley Resource Authority Attorney

USERS:

COUNTY OF ROANOKE, VIRGINIA

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

_____
Roanoke County Attorney

CITY OF ROANOKE, VIRGINIA

By: _____

By: _____

Its: _____

Title: _____

APPROVED TO FORM:

_____
Roanoke City Attorney

TOWN OF VINTON, VIRGINIA

By: _____ By: _____

Its: _____ Title: _____

APPROVED TO FORM:

_____
Vinton Town Attorney

CITY OF SALEM, VIRGINIA

By: _____ By: _____

Its: _____ Title: _____

APPROVED TO FORM:

_____
Salem City Attorney

Exhibit "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE
ROANOKE VALLEY RESOURCE AUTHORITY

The Board of Supervisors of Roanoke County, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, and the City Council of the City of Salem have by concurrent resolution adopted the following Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority pursuant to the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.2, sections 15.2-5100, et seq. of the Code of Virginia (1950), as amended, ("Act"):

(1) The name of the Authority shall be the Roanoke Valley Resource Authority and the address of its principal office is 1020 Hollins Road, N.E., Roanoke, Virginia 24012.

(2) The names of the participating political subdivisions are the County of Roanoke, Virginia; the City of Roanoke, Virginia; the Town of Vinton, Virginia; and the City of Salem, Virginia. The County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem, as the incorporating political subdivisions, hereby acknowledge, covenant, and agree that these Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the incorporating political subdivisions.

Neither of the following actions shall be taken or permitted to occur by the Authority without the consent of the City of Roanoke and the County of Roanoke as expressed by the affirmative vote of all City and County representatives on the Authority:

(a) Any change in the terms and conditions of design or operation of the Transfer Station located in the City of Roanoke as set forth in the Solid Waste Transfer

Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility Operating Criteria, dated May 21, 1991, as approved by the Roanoke City Planning Commission on June 5, 1991, and the Part A and Part B applications for the Transfer Station as approved by the Commonwealth of Virginia, or use by any persons or entities other than City of Roanoke, County of Roanoke, Town of Vinton, the City of Salem or any other local government entity, located wholly or partially within a sixty (60) mile radius of the Authority's property and under contractual obligation with the Authority to bring acceptable waste generated within said local government entity's jurisdiction to an Authority facility;

(b) Any change in the terms and conditions of the design or operation of the Landfill located in Roanoke County as set forth in the special use permit and the Landfill Permit Conditions and Operating Policies, Action 62789-10 and Resolution 62789-12, each dated June 27, 1989, and the Part A and Part B applications for the Landfill as approved by the Commonwealth of Virginia.

(c) Since the Landfill and Transfer Station are scarce and valuable resources, and because the participating political subdivisions have a common interest in insuring that the Landfill is used in the best possible and most efficient manner, the participating political subdivisions agree that Authority membership and operation and use of the Transfer Station and Landfill shall be governed by the terms and conditions of the Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement ("Use Agreement"), dated as of July 1, 2016, and as such Use Agreement may be further amended from time to time.

(3) The names, addresses, and initial terms of office of the members of the Board of the Roanoke Valley Resource Authority ("Authority") are as follows:

Name	Address	Term Expires
1. Anne-Marie Green	Roanoke County 1216 Kessler Mill Road Salem, Virginia (Roanoke County)	12/31/2019
2. Rebecca Owens	Roanoke County P.O. Box 29800 Roanoke, Virginia 24018 (Roanoke County)	12/31/2018
3. Keith Garman	8538 Bradshaw Road Salem, Virginia (Roanoke County)	12/31/2017
4. Dennis Nalley	8301 Berrybrook Drive Salem, Virginia 24153 (Roanoke County)	12/31/2017
5. Thomas C. Gates	P.O. Box 29800 Roanoke, Virginia 24018 (Roanoke County)	12/31/2019
6. Michael Shockley	City of Roanoke 215 Church Avenue, SW Room 354 Roanoke, Virginia 24011 (Roanoke City)	12/31/2018
7. Robert "Bobby" Edwards	3045 Poplar Lane Roanoke, Virginia 24014 (Roanoke City)	12/31/2019
8. Joey Hiner	Town of Vinton 311 S. Pollard Street Vinton, Virginia 24179 (Town of Vinton)	12/31/2019
9. Norman Michael Tyler	114 N. Broad Street Salem, Virginia 24153 (City of Salem)	12/31/2019

The terms of office of each of the members shall become effective on the date of issuance of a certificate of joinder for the Authority by the State Corporation Commission in accordance with Section 15.2-5112 of the Act and shall expire on the date indicated above. Upon expiration of the foregoing terms, the governing body of each participating political subdivision shall appoint the number of members, who may be members of the governing body, set forth opposite its name below:

County of Roanoke –	five
City of Roanoke –	two
Town of Vinton –	one
City of Salem –	one

It being the intention of these Articles that the governing body of the County of Roanoke shall always appoint a majority of the members, whenever an additional political subdivision shall join the Authority, the governing body of the County of Roanoke shall be entitled to appoint one or more additional members in order to maintain such majority. After expiration of the terms set forth above, each member shall be appointed for a four-year term or until his successor is appointed and qualified. Any additional members appointed by the County of Roanoke to maintain its majority shall also be appointed for four-year terms. The governing body of each political subdivision shall be empowered to remove at any time, without cause, any member appointed by it and appoint a successor member to fill the unexpired portion of the removed member's term. Each member may be reimbursed by the Authority for the amount of actual expenses incurred by him or her in the performance of his or her duties.

(4) The purpose for which the Authority is to be formed is to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage, and maintain a garbage and refuse collection and disposal system and related facilities pursuant to the Act. For purposes of these Articles, and any contracts or documents entered into on behalf of the Authority,

"garbage and refuse collection and disposal system and related facilities" shall mean the collection and disposal of garbage and refuse at and through one or more transfer facilities owned and operated by the Authority and the associated landfill or disposal operations and including the authority to engage in or provide for residential and/or commercial garbage and refuse collection services. The Authority shall contract with the County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem to furnish garbage and refuse collection and disposal services upon identical terms and conditions including the same schedule of service rates, fees, and charges of all types which shall be uniformly applicable to all such political subdivisions. Subject to the terms of the Use Agreement, the Authority may contract with other political subdivisions to furnish garbage and trash disposal services upon such terms as the Authority shall determine. The Authority may contract to make host locality payments to Roanoke County, the City of Roanoke, the City of Salem, and the Town of Vinton to compensate such localities in consideration of location of facilities within their communities and\or for their support of the Authority. It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for proposed projects.

(5) The Authority shall serve the County of Roanoke, the City of Roanoke, the Town of Vinton, the City of Salem, and to the extent permitted by the Act and by the terms of these Articles and the Use Agreement, such other public or private entities as the Authority may determine upon the terms and conditions established pursuant to such contracts.

(6) The Authority shall cause an annual audit of its books and records to be made by the State Auditor of Public Accounts or by an independent certified public accountant at the end

of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the participating political subdivisions.

IN WITNESS WHEREOF the Board of Supervisors of Roanoke County, Virginia, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, Virginia, the City Council of the City of Salem, Virginia, and the Board of Directors of the Roanoke Valley Resource Authority have caused these Amended and Restated Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and/or clerks of each.

ROANOKE VALLEY RESOURCE AUTHORITY

By: _____
Name: Anne Marie Green
Chair

Attest: _____(SEAL)
Peggy Bishop , Secretary

CITY OF ROANOKE, VIRGINIA

By: _____
Name: David A. Bowers
Mayor

Attest: _____(SEAL)
Stephanie M. Moon Reynolds, City Clerk

ROANOKE COUNTY, VIRGINIA

By: _____
Name: P. Jason Peters
Chairman, Board of Supervisors

Attest: _____(SEAL)
Deborah C. Jacks, Clerk to the Board

CITY OF SALEM, VIRGINIA

By: _____
Name: Byron R. Foley
Mayor

Attest: _____(SEAL)
James E. Taliferro, Clerk of Council

TOWN OF VINTON, VIRGINIA

By: _____

Name: Bradley E. Grose

Mayor

Attest: _____(SEAL)

Susan N. Johnson, Town Clerk

[End of Form of Articles]

Exhibit "B"

[insert spreadsheet Exhibit "B"]

5.c.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION approving the reorganization and expansion of the Roanoke Valley Resource Authority ("Authority") by providing that the City of Salem, Virginia, join the Authority, approving and authorizing the execution of Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority to accomplish such joinder; and authorizing the appropriate public officials to take any actions and execute any documents necessary to accomplish such matters, all in accordance with the provisions of the Code of Virginia (1950), as amended.

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Council of the Town of Vinton, Virginia, and the Council of the City of Salem, Virginia, have determined that it is in their best interests to authorize the City of Salem to become a member of the existing Roanoke Valley Resource Authority, pursuant to the provisions of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, sections 15.2-5100, et seq. of the Code of Virginia (1950), as amended, ("Act");

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Council of the Town of Vinton, Virginia, and the Council of the City of Salem, Virginia do by concurrent resolutions provide for the joinder of the City of Salem to the Roanoke Valley Resource Authority pursuant to Section 15.2-5112 of the Act;

WHEREAS, after proper advertisement, public hearings have been held in accordance with the requirements of the Act; and

WHEREAS, the Roanoke Valley Resource Authority has, by resolution, expressed its consent to the joining of the City of Salem to become a member of the existing Roanoke Valley Resource Authority.

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

1. Council hereby determines that it is in the best interest of the citizens of the City of Roanoke, Virginia, that the City of Salem, Virginia, join and become a member of the Roanoke Valley Resource Authority and approves the terms of the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority as contained in Section 6 of this resolution.

2. Council hereby authorizes the Mayor and the City Clerk to execute and attest or witness, respectively, such Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority in a form substantially similar to those set forth in Section 6 below, with such minor revisions and adjustments as the Mayor or the City Manager shall approve.

3. Council hereby agrees that the Authority shall be reorganized and expanded in accordance with the terms of the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority mentioned above upon the issuance of a Certificate of Joinder and/or Restatement issued by the Virginia State Corporation Commission.

4. Council does hereby FIND as a matter of fact that inclusion in the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority of preliminary estimates of capital costs, proposals for any specific projects to be undertaken by the Authority, and preliminary estimates of initial rates for services of such projects as certified by responsible engineers is impractical.

5. As provided for in the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority, Council hereby appoints the following two (2) persons to be the City of Roanoke representatives and that such persons' initial terms will start on the date of issuance by the Virginia State Corporation Commission of a Certificate of Joinder and/or Restatement and expire on the dates indicated next to their names.

City of Roanoke Appointees

NAME	ADDRESS	EXPIRATION OF INITIAL TERM
Michael Shockley	City of Roanoke 215 Church Avenue, S.W. Room 354 Roanoke, Virginia 24011	December 31, 2018
Robert "Bobby" Edwards	3045 Poplar Lane Roanoke, Virginia 24014	December 31, 2019

Upon expiration of the initial term of office, and any future term of office, the Council shall appoint a person (who can be the same person whose term expired) to be a member of the Board of the Authority for four (4) years from the date of the initial expiring term and any future expiring term of office. The total number of members that the City of Roanoke, Virginia, will have on the Board of the Authority will be two (2) members.

6. The Amended and Restated Articles of Incorporation of the Roanoke Valley Authority are set forth below. They shall be deemed amended, restated, and effective upon the date of issuance of a Certificate of Joinder and/or Restatement by the Virginia State Corporation Commission as provided for in Virginia Code Section 15.2-5112.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE
ROANOKE VALLEY RESOURCE AUTHORITY

The Board of Supervisors of Roanoke County, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, and the City Council of the City of Salem have by concurrent resolution adopted the following Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority pursuant to the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.2, sections 15.2-5100, et seq. of the Code of Virginia (1950), as amended, ("Act"):

(1) The name of the Authority shall be the Roanoke Valley Resource Authority and the address of its principal office is 1020 Hollins Road, N.E., Roanoke, Virginia 24012.

(2) The names of the participating political subdivisions are the County of Roanoke, Virginia; the City of Roanoke, Virginia; the Town of Vinton, Virginia; and the City of Salem, Virginia. The County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem, as the incorporating political subdivisions, hereby acknowledge, covenant, and agree that these Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the incorporating political subdivisions.

Neither of the following actions shall be taken or permitted to occur by the Authority without the consent of the City of Roanoke and the County of Roanoke as expressed by the affirmative vote of all City and County representatives on the Authority:

(a) Any change in the terms and conditions of design or operation of the Transfer Station located in the City of Roanoke as set forth in the Solid Waste Transfer Facility Design Criteria, dated March 19, 1991, and the Solid Waste Transfer Facility

Operating Criteria, dated May 21, 1991, as approved by the Roanoke City Planning Commission on June 5, 1991, and the Part A and Part B applications for the Transfer Station as approved by the Commonwealth of Virginia, or use by any persons or entities other than City of Roanoke, County of Roanoke, Town of Vinton, the City of Salem or any other local government entity, located wholly or partially within a sixty (60) mile radius of the Authority's property and under contractual obligation with the Authority to bring acceptable waste generated within said local government entity's jurisdiction to an Authority facility;

(b) Any change in the terms and conditions of the design or operation of the Landfill located in Roanoke County as set forth in the special use permit and the Landfill Permit Conditions and Operating Policies, Action 62789-10 and Resolution 62789-12, each dated June 27, 1989, and the Part A and Part B applications for the Landfill as approved by the Commonwealth of Virginia.

(c) Since the Landfill and Transfer Station are scarce and valuable resources, and because the participating political subdivisions have a common interest in insuring that the Landfill is used in the best possible and most efficient manner, the participating political subdivisions agree that Authority membership and operation and use of the Transfer Station and Landfill shall be governed by the terms and conditions of the Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement ("Use Agreement"), dated as of July 1, 2016, and as such Use Agreement may be further amended from time to time.

(3) The names, addresses, and initial terms of office of the members of the Board of the Roanoke Valley Resource Authority ("Authority") are as follows:

Name	Address	Term Expires
1. Anne-Marie Green	Roanoke County 1216 Kessler Mill Road Salem, Virginia (Roanoke County)	12/31/2019
2. Rebecca Owens	Roanoke County P.O. Box 29800 Roanoke, Virginia 24018 (Roanoke County)	12/31/2018
3. Keith Garman	8538 Bradshaw Road Salem, Virginia (Roanoke County)	12/31/2017
4. Dennis Nalley	8301 Berrybrook Drive Salem, Virginia 24153 (Roanoke County)	12/31/2017
5. Thomas C. Gates	5204 Bernard Drive Roanoke, Virginia 24018 (Roanoke County)	12/31/2019
6. Michael Shockley	City of Roanoke 215 Church Avenue, SW Room 354 Roanoke, Virginia 24011 (Roanoke City)	12/31/2018
7. Robert "Bobby" Edwards	3045 Poplar Lane Roanoke, Virginia 24014 (Roanoke City)	12/31/2019
8. Joey Hiner	Town of Vinton 311 S. Pollard Street Vinton, Virginia 24179 (Town of Vinton)	12/31/2019
9. Norman Michael Tyler	114 N. Broad Street Salem, Virginia 24153 (City of Salem)	12/31/2019

The terms of office of each of the members shall become effective on the date of issuance of a certificate of joinder for the Authority by the State Corporation Commission in accordance with Section 15.2-5112 of the Act and shall expire on the date indicated above. Upon expiration of the foregoing terms, the governing body of each participating political subdivision shall appoint the number of members, who may be members of the governing body, set forth opposite its name below:

County of Roanoke –	five
City of Roanoke –	two
Town of Vinton –	one
City of Salem –	one

It being the intention of these Articles that the governing body of the County of Roanoke shall always appoint a majority of the members, whenever an additional political subdivision shall join the Authority, the governing body of the County of Roanoke shall be entitled to appoint one or more additional members in order to maintain such majority. After expiration of the terms set forth above, each member shall be appointed for a four-year term or until his successor is appointed and qualified. Any additional members appointed by the County of Roanoke to maintain its majority shall also be appointed for four-year terms. The governing body of each political subdivision shall be empowered to remove at any time, without cause, any member appointed by it and appoint a successor member to fill the unexpired portion of the removed member's term. Each member may be reimbursed by the Authority for the amount of actual expenses incurred by him or her in the performance of his or her duties.

(4) The purpose for which the Authority is to be formed is to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage, and maintain a garbage and refuse collection and disposal system and related facilities pursuant to the Act. For purposes of these Articles, and any contracts or documents entered into on behalf of the Authority,

"garbage and refuse collection and disposal system and related facilities" shall mean the collection and disposal of garbage and refuse at and through one or more transfer facilities owned and operated by the Authority and the associated landfill or disposal operations and including the authority to engage in or provide for residential and/or commercial garbage and refuse collection services. The Authority shall contract with the County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem to furnish garbage and refuse collection and disposal services upon identical terms and conditions including the same schedule of service rates, fees, and charges of all types which shall be uniformly applicable to all such political subdivisions. Subject to the terms of the Use Agreement, the Authority may contract with other political subdivisions to furnish garbage and trash disposal services upon such terms as the Authority shall determine. The Authority may contract to make host locality payments to Roanoke County, the City of Roanoke, the City of Salem, and the Town of Vinton to compensate such localities in consideration of location of facilities within their communities and\or for their support of the Authority. It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for proposed projects.

(5) The Authority shall serve the County of Roanoke, the City of Roanoke, the Town of Vinton, the City of Salem, and to the extent permitted by the Act and by the terms of these Articles and the Use Agreement, such other public or private entities as the Authority may determine upon the terms and conditions established pursuant to such contracts.

(6) The Authority shall cause an annual audit of its books and records to be made by the State Auditor of Public Accounts or by an independent certified public accountant at the end

of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the participating political subdivisions.

IN WITNESS WHEREOF the Board of Supervisors of Roanoke County, Virginia, the Town Council of the Town of Vinton, the City Council of the City of Roanoke, Virginia, the City Council of the City of Salem, Virginia, and the Board of Directors of the Roanoke Valley Resource Authority have caused these Amended and Restated Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and/or clerks of each.

ROANOKE VALLEY RESOURCE AUTHORITY

By: _____
Name: Anne Marie Green
Chair

Attest: _____(SEAL)
Peggy Bishop , Secretary

CITY OF ROANOKE, VIRGINIA

By: _____
Name: David A. Bowers
Mayor

Attest: _____(SEAL)
Stephanie M. Moon Reynolds, City Clerk

ROANOKE COUNTY, VIRGINIA

By: _____
Name: P. Jason Peters
Chair, Board of Supervisors

Attest: _____(SEAL)
Deborah C. Jacks, Chief Deputy Clerk

CITY OF SALEM, VIRGINIA

By: _____
Name: Byron R. Foley
Mayor

Attest: _____(SEAL)
James E. Taliferro, II, Clerk of Council

TOWN OF VINTON, VIRGINIA

By: _____
Name: Bradley E. Grose
Mayor

Attest: _____(SEAL)
Susan N. Johnson, Town Clerk

[End of Form of Articles]

7. A copy of the Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement is available for inspection in the Office of the Roanoke City Clerk, Room 456, Municipal Building, Office of the Clerk to the Roanoke County Board, 5204 Bernard Drive, Fourth Floor, Roanoke, Virginia 24018, Office of the Vinton Town Manager, 311 South Pollard Street, Vinton, Virginia 24179, and Office of the City of Salem Clerk of Council, 114 North Broad Street, Salem, Virginia 24153, and also at the Executive Offices of the Roanoke Valley Resource Authority located at 1020 Hollins Road, N.E., Roanoke, Virginia 24012.

8. (i) Privately-owned sanitary landfill services are not available in a reasonable and cost efficient manner, and (ii) Operation by the Roanoke Valley Resource Authority of a sanitary landfill and any related facilities and\or the contract for such operation in spite of any potential anti-competitive effect is important to provide for the development and/or operation of a regional system of garbage and refuse collection and disposal for the County of Roanoke, the City of Roanoke, the Town of Vinton, the City of Salem, and such other governmental units or private entities as the Authority may determine.

9. The Council further authorizes the Mayor and/or the City Manager to take any action and execute any documents, including the Application for Joinder, necessary to accomplish the

matters set forth in this resolution and to cause the Amended and Restated Articles of Incorporation of the Roanoke Valley Resource Authority to become effective so that the City of Salem, Virginia, becomes a member of the Authority.

10. That this resolution shall take effect immediately upon its adoption.

ATTEST:

City Clerk.

5.c.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the adoption of an Amended and Restated Roanoke Valley Resource Authority Members and Facilities Use Agreement, upon certain terms and conditions.

WHEREAS, the County of Roanoke ("County"), the City of Roanoke ("City"), the Town of Vinton ("Town"), and the Roanoke Valley Resource Authority ("Authority") entered into the Roanoke Valley Resource Authority Members Use Agreement dated October 23, 1991, ("Members Use Agreement"), as amended by the First Amendment dated June 1, 1992, the Second Amendment dated December 2, 1996, the Third Amendment dated February 1, 1999, the Fourth Amendment dated April 1, 2005, and the Fifth Amendment dated March 23, 2009, by which the Authority agreed to acquire, construct, and equip a regional waste disposal system consisting of a landfill and transfer station and related structures and equipment ("System"), and to provide financing therefor in order to dispose of all non-hazardous waste delivered to such system;

WHEREAS, the County, City, Town, Authority, and City of Salem have all determined that the City of Salem's joinder to the Authority is in their best interests and each jurisdiction has adopted an appropriate resolution to that effect; and

WHEREAS, the County, City, Town, Authority, and City of Salem desire to further amend and restate the Members Use Agreement to provide for the terms and conditions applicable to the City of Salem's joinder as a member of the Authority as well as the terms, conditions, and provisions applicable to the operation and use of the expanded System by all authorized users.

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

1. The Amended and Restated Roanoke Valley Resource Authority Members Facilities and Use Agreement is hereby approved in substantially the form attached as Exhibit "A" to the City Council Agenda Report dated June 20, 2016.

2. The City Manager and City Clerk are authorized to execute and attest, respectively, in a form approved by the City Attorney, said Amended and Restated Roanoke Valley Resource Authority Members Facilities and Use Agreement, to include such changes as the City Manager shall deem appropriate and\or necessary to carry out the purposes expressed therein.

3. The City Manager is authorized to take such further actions and execute additional documents, in a form approved by the City Attorney, as may be necessary or appropriate to implement and administer said Amended and Restated Roanoke Valley Resource Authority Members Facilities and Use Agreement.

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

ATTEST:

City Clerk.

YC

5.c.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing and providing for an additional period of time for the Roanoke Valley Resource Authority to exist as a corporation, upon certain terms and conditions.

WHEREAS, pursuant to Section 15.2-5114(1) of the Code of Virginia (1950), as amended, the Roanoke Valley Resource Authority was created and incorporated on August 25, 1989, to exist for a term of 50 years as a corporation;

WHEREAS, said Section 15.2-5114(1) states that an authority may exist for such further period or periods as may from time to time be provided by appropriate resolutions of the political subdivisions which are members of the authority, provided, however, the term of an authority shall not be extended beyond a date 50 years from the date of the adoption of such resolutions; and

WHEREAS, the County of Roanoke, the City of Roanoke, the Town of Vinton, and the City of Salem desire to provide by resolutions for an additional period of time for the Roanoke Valley Resource Authority to exist as a corporation as authorized and provided by Section 15.2-5114(1) of the Code of Virginia (1950), as amended.

NOW, THEREFORE, BE IT RESOLVED that the Roanoke City Council, hereby authorizes and provides that the Roanoke Valley Resource Authority shall exist as a corporation for a further period of time ending on and not to extend beyond January 1, 2066, as authorized and provided by Section 15.2-5114(1) of the Code of Virginia (1950), as amended; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

ATTEST:

City Clerk.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 20, 2016

Subject: Authorization of FY 2017 Bond Issuance and Appropriation of Funds for Capital Projects

Background:

On May 9, 2016, City Council approved the Capital Improvement Program (CIP) Update for FY 2017-2021. The CIP included planned bond issuance in FY 2017 in the amount of $26,515,000 for the following projects:

- School Facility Maintenance and Improvements - $5,000,000
  Funding provides for HVAC replacement for Crystal Spring, continued expansion and renovation of Round Hill, renovation and expansion of Fallon Park and various other school improvements.

- Bridge Renovation - $8,050,000
  Funding provides for identified bridge renovation projects.

- Library Master Plan - $2,845,000
  Funding provides for the Melrose branch renovation, as well as planning and design work for the Countryside branch.

- Parks and Recreation Master Plan - $2,500,000
  Funding provides for priority Parks and Recreation Master Plan projects.

- Storm Drain System Improvements - $1,620,000
  Funding provides for addressing prioritized neighborhood stormwater drain projects throughout the city.

- Curb, Gutter and Sidewalk Program - $1,000,000
  Funding provides for prioritized curb, gutter and sidewalk projects.

- Streetscape Improvements - $500,000
  Funding provides for prioritized street scape projects.

- 911 Center - $1,500,000
  Funding for planning and design work for a new 911 Center.

- Street Improvements - $3,500,000
  Funding for Colonial Avenue and 10th Street improvements.

Considerations:

City Council authorization is required for the issuance of bonds to provide funding for the projects listed below:

Public Schools	$ 5,000,000
Bridge Renovation Projects	8,050,000
Public Libraries	2,845,000
Parks and Recreation	2,500,000
Stormwater Management Projects	1,620,000
Curbs, Gutter and Sidewalk Improvements	1,000,000
Streetscape Improvements	500,000
911 Center	1,500,000
Street Improvements	3,500,000
Total	**$26,515,000**

In order to provide sufficient flexibility to support bond issuance in the event of a premium on the sale of bonds, authorization of issuance of up to $28 million is recommended by the City's financial advisor, Public Financial Management (PFM).

Recommended Action:

Hold a public hearing on the issuance of general obligation public improvement bonds. Following the public hearing, and after consideration of comments received at the public hearing, adopt the accompanying resolution authorizing the issuance of bonds up to $28 million for the projects previously referenced. This resolution shall include language declaring the City's intent to reimburse itself from the proceeds of these bonds.

Adopt the accompanying budget ordinance to appropriate, in advance of issuance, Series 2017 bond funding in the amount of $26,515,000 to project accounts to be established by the Director of Finance in the Capital Projects and Stormwater Funds.

For Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Barbara A. Dameron, Director of Finance
Rita D. Bishop, Superintendent, Roanoke City Public Schools
Kristine L. Flynn, Bond Counsel, Hawkins Delafield & Wood LLP
Kevin Rotty, Managing Director, Public Financial Management Inc.

Gallagher

5.d.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED TWENTY-EIGHT MILLION DOLLARS ($28,000,000) AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATIONS OF THE CITY OF ROANOKE, VIRGINIA, IN THE FORM OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, IMPROVEMENT, EXTENSION, ENLARGEMENT AND EQUIPPING OF VARIOUS PUBLIC IMPROVEMENT PROJECTS OF AND FOR THE CITY (INCLUDING RELATED DESIGN AND ARCHITECTURAL AND ENGINEERING SERVICES); FIXING THE FORM, DENOMINATION AND CERTAIN OTHER DETAILS OF SUCH BONDS; PROVIDING FOR THE SALE OF SUCH BONDS, TOGETHER WITH OTHER GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT RELATING TO SUCH BONDS AND THE DISTRIBUTION THEREOF AND THE EXECUTION OF A CERTIFICATE RELATING TO SUCH OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE RELATING TO SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF A LIKE PRINCIPAL AMOUNT OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE AND SALE OF SUCH BONDS; DELEGATING TO THE CITY MANAGER AND THE DIRECTOR OF FINANCE CERTAIN POWERS WITH RESPECT TO THE SALE AND DETERMINATION OF THE DETAILS OF SUCH BONDS AND NOTES; AND OTHERWISE PROVIDING WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS AND NOTES

WHEREAS, in the judgment of the Council (the "Council") of the City of Roanoke, Virginia (the "City"), it is desirable (i) to authorize the City to contract a debt and to authorize the issuance of not to exceed $28,000,000 aggregate principal amount of general obligations of the City, in the form of General Obligation Public Improvement Bonds of the City, for the purpose of providing funds to pay the costs of the acquisition, construction, reconstruction, improvement, extension, enlargement and equipping of various public improvement projects of and for the City (including related design and architectural and engineering services), (ii) to authorize the issuance of a like principal amount of General Obligation Public Improvement Bond Anticipation Notes in anticipation of the issuance of such Bonds and (iii) to authorize the sale of such Bonds, together with other previously authorized general obligation public improvement bonds of the City;

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

SECTION 1. (a) Pursuant to Chapter 26 of Title 15.2 of the Code of Virginia, 1950, as amended, the same being the Public Finance Act of 1991 (the "Public Finance Act of 1991"), for the purpose of providing net proceeds of sale (after taking into account costs of issuance, underwriting compensation and original issue discount) to pay the costs of the acquisition, construction, reconstruction, improvement, extension, enlargement and equipping of various public improvement projects of and for the City (including related design and architectural and engineering services) as set forth in Section 7, the City is authorized to contract a debt and to issue in one or more series from time to time not to exceed Twenty-Eight Million Dollars ($28,000,000) aggregate principal amount of general obligation bonds of the City to be designated and known as the "City of Roanoke, Virginia, General Obligation Public Improvement Bonds" (referred to herein as the "Bonds").

(b) The Bonds shall be issued and sold 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 of each series shall be issued in such aggregate principal amounts (not exceeding the aggregate principal amount specified in Section 1(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, as shall be 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 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 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 the address of such registered owner as it appears on the books of registry kept by the Registrar and Paying Agent 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 2. 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 3. (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 and Paying Agent").

(c) The Director of Finance shall direct the Registrar and Paying Agent 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 signatory of the Registrar and Paying Agent. Upon the authentication of any Bonds

the Registrar and Paying Agent 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 Bonds of any series shall be dated as of a date other than the first day of a calendar month or the dates on which interest is payable on such series are other than the first days of calendar months, the provisions of this Section 3(c) with regard to the authentication of such Bonds and of Section 9 hereof 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 set forth above is adopted as a due and sufficient authentication of the Bonds.

SECTION 4. (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. The principal of the Bonds shall be payable upon presentation and surrender thereof at the office of the Registrar and Paying Agent. Interest on the Bonds shall be payable by check mailed by the Registrar and Paying Agent 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 4; *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 and Paying Agent 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 and Paying Agent, 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 and Paying Agent 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 registered owner of such Bond in person or by the duly authorized attorney for such registered owner, upon surrender of such Bond to the Registrar and

Paying Agent for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or by the duly authorized attorney for such registered owner, in form satisfactory to the Registrar and Paying Agent.

(f) All transfers or exchanges pursuant to this Section 4 shall be made without expense to the registered owners of such Bonds, except as otherwise herein provided, and except that the Registrar and Paying Agent 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 4 shall be cancelled.

(g) (i) The Bonds shall be issued in full book-entry form. One Bond representing each maturity of the Bonds will be issued to and registered in the name of Cede & Co., as nominee 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 and Paying Agent to DTC or its nominee, Cede & Co., as registered owner of the Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursal 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 5. (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 the successful bidder or purchaser to accept delivery of and pay for the Bonds in accordance with the terms of its bid. All expenses in connection with the assignment and printing of CUSIP numbers on the Bonds shall be paid by the City; *provided, however,* that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of the successful bidder for or purchaser 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 6. 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 that it shall 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 under such Sections 103 and 141-150 so long as any such Bonds are outstanding.

SECTION 7. The net proceeds of the sale of the Bonds authorized for issuance in the aggregate principal amount of not to exceed $28,000,000 in Section 1(a) (after taking into account costs of issuance, underwriting compensation and original issue discount) shall be applied to the payment of the cost of the following public improvement projects of and for the City in the following respective approximate amounts:

Purpose	**Amount**
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
Street Scapes	500,000
911 Center	1,500,000
Street Improvements	3,500,000
	$26,515,000

If any project set forth above shall require less than the entire respective amount so set forth, the difference may be applied to any of the other projects so set forth, without further action by the Council, and net proceeds constituting original issue premium, if any, shall be allocated to the projects above in such amounts as shall be determined by the City Manager and the Director of Finance.

SECTION 8. (a) The Bonds shall be sold at negotiated or competitive sale on such date or dates and at such price or prices as shall be determined by the City Manager and the Director of Finance. The Bonds may be issued as taxable or tax-exempt Bonds as shall be determined by the City Manager and the Director of Finance.

(b) If the Bonds are sold at competitive sale, the Director of Finance is hereby authorized to prepare and distribute, or to cause to be prepared and distributed, via electronic dissemination or otherwise, a Preliminary Official Statement and an Official Notice of Sale

relating to the Bonds. In preparing the Official Notice of Sale relating to the Bonds, the Director of Finance is hereby authorized to provide that bids for the purchase of the Bonds may be received by electronic bidding.

(c) If the Bonds are sold at competitive sale, the City Manager and the Director of Finance, without further action by the Council, (i) are hereby authorized to determine the dated date of the Bonds of each series, the dates the Bonds of each series shall mature, the dates on which interest on the Bonds shall be payable, the aggregate principal amount of the Bonds of each series and the principal amount of the Bonds of each series maturing in each year and (ii) are hereby further authorized to receive bids for the purchase of the Bonds of each series and to accept the bid offering to purchase the Bonds of each series at the lowest true interest cost to the City; *provided, however,* in no event shall the true interest cost to the City with respect to the Bonds of any series exceed five percent (5.00%). The City Manager and the Director of Finance are further authorized to fix the rates of interest to be borne by the Bonds of each maturity of each series as specified in the bid accepted by them in accordance with the immediately preceding sentence. The City Manager and the Director of Finance are hereby authorized to determine the provisions relating to the redemption of the Bonds of any series upon the advice of the City's financial advisor; *provided, however,* in no event shall any redemption premium payable by the City exceed two percent (2.00%), 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.

(d) If the Bonds are sold at negotiated sale, the City Manager and the Director of Finance, without further action of the Council, (i) are hereby authorized to determine the dated date of the Bonds of each series, the dates the Bonds of each series shall mature, the dates on which interest on the Bonds shall be payable, the aggregate principal amount of the Bonds of each series and the principal amount of the Bonds of each series maturing in each year and (ii) are hereby authorized to select the underwriters of the Bonds (the "Underwriters") and to sell the Bonds in one or more series in accordance herewith to the Underwriters. If the Bonds are sold at negotiated sale, the Bonds 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%). The City Manager and the Director of Finance are further authorized to fix the rates of interest to be borne by the Bonds of each maturity of each series as negotiated with the Underwriters in accordance with the immediately preceding sentence. The City Manager and the Director of Finance are hereby authorized to determine the provisions relating to the redemption of the Bonds of any series upon the advice of the City's financial advisor; *provided, however,* in no event shall any redemption premium payable by the City exceed two percent (2.00%), 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. 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 the Underwriters.

(e) The Mayor is hereby authorized and directed to execute and deliver to the purchasers of the Bonds an Official Statement of the City relating to the Bonds, in substantially

the form of the Preliminary Official Statement relating to the Bonds, after the same has been completed by the insertion of the maturities, interest rates and other details of the Bonds and by making such other insertions, changes or corrections as the Mayor, based on the advice of the City's financial advisor and legal counsel (including the City Attorney and Bond Counsel), deems necessary or appropriate; and this Council hereby authorizes the Official Statement and the information contained therein to be used by the purchasers in connection with the sale of the Bonds. The Preliminary Official Statement 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 City Manager and the Director of Finance are hereby authorized and directed to execute on behalf of the City and deliver to the purchasers a certificate in substantially the form to be included in the Official Statement under the caption "Certificate Concerning Official Statement".

(f) 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 and Bond Counsel), such approval to be conclusively evidenced by their execution thereof.

(g) 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. The Bonds, the certificate of authentication of the Registrar and Paying Agent, and the assignment endorsed on the Bonds, shall be in substantially the forms set forth in Exhibit A attached hereto.

SECTION 10. General obligation public improvement bond anticipation notes (the "Notes") are authorized for issuance and sale by the City Manager and the Director of Finance in anticipation of the issuance of the general obligation bonds authorized for issuance herein. Such Notes shall be sold at competitive or negotiated sale at such price or prices and on such other terms and conditions as shall be determined by the City Manager and the Director of Finance. The City Manager and the Director of Finance (i) are hereby authorized to determine the dated date of the Notes of each series, the dates the Notes of each series shall mature, the dates on which interest on the Notes shall be payable, the aggregate principal amount of the Notes of each series and the principal amount of the Notes of each series maturing in each year and (ii) are hereby further authorized to receive bids for the purchase of the Notes of each series if sold at competitive sale or proposals for the purchase of the Notes of each series if sold at negotiated sale and, without further action of the Council, to accept the bid or proposal offering to purchase the Notes of each series at the lowest true interest cost to the City; *provided, however,* in no event shall the true interest cost to the City with respect to the Notes of any series exceed five percent (5.00%). The City Manager and the Director of Finance are further authorized to fix the rates of interest to be borne by the Notes of each maturity of each series as specified in the bid or proposal accepted by them in accordance with the immediately preceding sentence. The City Manager and the Director of Finance are hereby authorized to determine the

provisions relating to the redemption of the Notes upon the advice of the City's financial advisor; *provided, however,* in no event shall any redemption premium payable by the City exceed two percent (2.00%). If such Notes are offered for competitive sale, an Official Notice of Sale of such Notes shall be prepared, published and distributed in accordance with the requirements of Section 8. If such Notes are publicly offered, there may also be prepared and distributed a Preliminary Official Statement and a final Official Statement relating to such Notes in such form as shall be approved by the Director of Finance. The issuance and details of such Notes shall be governed by the provisions of Section 15.2-2628 of Title 15.2, Chapter 26, Article 2 of the Code of Virginia, 1950, as amended. The provisions of Sections 2 and 6 shall apply to such Notes to the same extent the same apply to the Bonds except, in the case of the provisions of Section 2, only to the extent such Notes are not paid from the proceeds of the Bonds or from any other available funds. Bonds in anticipation of which such Notes are issued pursuant to this Section 10 may be issued and sold in accordance with the provisions of this Resolution at any time within five (5) years of the date of issuance of the first Notes issued in anticipation of such Bonds.

SECTION 11. The Council hereby authorizes the City to make expenditures for the purpose for which the Bonds are to be issued in advance of the issuance and receipt of the proceeds of the Bonds and to reimburse such expenditures from the proceeds of the Bonds. The adoption of this Resolution shall be considered an "official intent" within the meaning of Treasury Regulation Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

SECTION 12. 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.

SECTION 13. 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 BOND
SERIES _____

REGISTERED **REGISTERED**

No. R-__ **$_____**

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

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: **DOLLARS**

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 Registrar and 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 sixty (360) day

year comprised of twelve (12) thirty (30) day months. The principal of this Bond is payable upon 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 an issue of Bonds of like date, denomination and tenor except as to number, interest rate and maturity, which is issued for the purpose of providing funds to pay the costs of the acquisition, construction, reconstruction, improvement, extension, enlargement and equipping of various public improvement projects of and for the City (including related design and architectural and engineering services), 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), and resolutions and other proceedings of the Council of the City duly adopted and taken under the Public Finance Act of 1991.

The Bonds of the issue of which this Bond is one (or portions thereof in installments of $5,000) maturing on and after _____ 1, 20__ are subject to redemption at the option of the City prior to their stated maturities, on or after _____ 1, 20__, 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 issue of which this Bond is one maturing on _____ __, ____ are subject to mandatory sinking fund redemption on _____ __, ____ and on _____ __ of each year 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 Bond or Bonds maturing on _____ __, ____or portions thereof to be redeemed to be selected by lot, upon payment of the principal amount of the Bonds maturing on _____ __, ____ to be redeemed, together with the interest accrued on the principal amount to be redeemed to the date fixed for the redemption thereof:

Year	Principal Amount

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 the address of such Registered Owner as it appears on the books of registry kept by the Registrar and Paying Agent 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 issue of which this Bond is one, this Bond may be exchanged at the office of the Registrar and Paying Agent for a like aggregate principal amount of Bonds of other authorized principal amounts and of the same issue, interest rate and maturity. This Bond is transferable by the Registered Owner hereof, in person or by the attorney for such Registered Owner duly authorized in writing, on the books of registry kept by the Registrar and Paying Agent for such purpose at the office of the Registrar and Paying Agent 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, issue, 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 and Paying Agent.

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 shall be 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.

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 its City Clerk; and this Bond to be dated the date first above written.

CITY OF ROANOKE, VIRGINIA

[SEAL]

_____
Mayor

Attest:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

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

_____, as Registrar and Paying Agent

By: _____
Authorized Signatory

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.

5.d.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding to be provided by the issuance of General Obligation Bonds to the Stormwater Improvements, City-wide Curb/Gutter/Sidewalk, Streetscapes, Street Improvements FY17, Bridge Renovations, Melrose Library Renovations, Countryside Library Renovations, Parks & Rec Master Plan - Phase II, E-911 Facility, Round Hill Expansion – Phase III, Crystal Spring HVAC Replacement, and various school maintenance upgrade projects, amending and reordaining certain sections of the 2016-2017 Stormwater Utility, Capital Projects, and School Capital Projects Funds, and dispensing with the second reading by title of this ordinance.

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

Stormwater Utility Fund		
Appropriations		
Appropriated from 2017 Bond Funds	03-530-3014-9385	$ 1,620,000
Stormwater Improvements	03-530-3018-9384	(1,620,000)
Capital Projects Fund		
Appropriations		
Parks & Rec Master Plan - Phase II	08-530-9473-9344	(2,500,000)
Streetscape Improvements	08-530-9473-9363	(500,000)
City-Wide Curb Gutter Sidewalk	08-530-9473-9370	(1,000,000)
E-911 Facility	08-530-9473-9372	(1,500,000)
Library Renovations	08-530-9473-9378	(2,845,000)
Bridge Renovations	08-530-9473-9383	(8,050,000)
Street Improvements	08-530-9473-9386	(3,500,000)
Appropriated from 2017 Bond Funds	08-530-9128-9385	573,520

Appropriated from 2017 Bond Funds	08-530-9458-9385	$ 2,500,000
Appropriated from 2017 Bond Funds	08-530-9475-9385	1,000,000
Appropriated from 2017 Bond Funds	08-530-9476-9385	500,000
Appropriated from 2017 Bond Funds	08-530-9580-9385	2,500,000
Appropriated from 2017 Bond Funds	08-530-9586-9385	1,500,000
Appropriated from 2017 Bond Funds	08-530-9593-9385	2,335,000
Appropriated from 2017 Bond Funds	08-530-9594-9385	1,850,000
Appropriated from 2017 Bond Funds	08-530-9595-9385	665,000
Appropriated from 2017 Bond Funds	08-530-9597-9385	1,000,000
Appropriated from 2017 Bond Funds	08-530-9600-9385	2,271,480
Appropriated from 2017 Bond Funds	08-530-9965-9385	3,200,000
School Capital Projects Fund		
Appropriations		
Appropriated from 2017 Bond Funds	31-065-6039-9385	1,000,000
Appropriated from 2017 Bond Funds	31-065-6082-9385	3,650,000
Appropriated from 2017 Bond Funds	31-065-6086-9385	350,000
Round Hill Exp – Phase IV	31-060-9474-9387	(3,650,000)
Crystal Spring HVAC Replacement	31-060-9474-9388	(1,000,000)
RCPS Maintenance Upgrades	31-060-9474-9389	(350,000)

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

ATTEST:

City Clerk.

7.a.1.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 20, 2016

Subject: Southwest Virginia Regional Employment Coalition (CM16-00081)

Background:

The City of Roanoke Department of Social Services (DSS), in collaboration with the local departments of social services in Roanoke County, Franklin County, Craig County, and Botetourt County, along with Total Action For Progress, and Goodwill Industries of the Valleys, have been awarded funding for the Employment Advancement for Temporary Assistance to Needy Families (TANF) Participants grant from the Virginia Department of Social Services (VDSS) in the amount of $272,344. The agencies named have formed the Southwest Virginia Regional Employment Coalition. The grant is to assist citizens of our localities who are receiving TANF benefits to obtain employment or, where appropriate, an alternative disability income. The funds are available for use from July 1, 2016, through June 30, 2017. The City of Roanoke is to be the primary fiscal agent for this grant, and is to be responsible for distributing the grant proceeds to the provider agencies for services provided to the local departments of social services.

Considerations:

The above grant funding is required to maintain existing services to the TANF population such as job development/placement, mental health screening and referral and medical case management, which will enable them to obtain employment. When appropriate, Supplemental Social Security Income advocacy is provided in an effort to obtain an alternative monthly disability income for this population.

Recommended Action:

Adopt a resolution accepting the grant, authorizing the City of Roanoke to be the fiscal agent for the grant, and authorizing the City Manager to execute all appropriate documents related to acceptance of the funding. All documents shall be in such form as approved by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of $272,344 and appropriate the same amount into accounts to be established in the Grant Fund by the Director of Finance.

CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Asst. City Manager for Community Development
Barbara A. Dameron, Director of Finance
Jane R. Conlin, Director of Human/Social Services

OK

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of an Employment Advancement for Temporary Assistance to Needy Families (TANF) Participants grant from the Virginia Department of Social Services (VDSS); authorizing the City of Roanoke to serve as the primary fiscal agent for the distribution of such funds to the provider agencies for services provided to the local departments of social services (DSS) in Roanoke City, Roanoke County, Franklin County, Botetourt County, and Craig County; and authorizing execution of any and all necessary documents to comply with the terms and conditions of the grant.

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

1. The Employment Advancement for TANF Participants grant from the VDSS, in the amount of $272,343.12, for the period commencing July 1, 2016, through June 30, 2017, for the purpose of maintaining and improving existing services to eligible TANF recipients by the provider agencies which comprise the Southwest Virginia Regional Employment Coalition, for services provided to the local departments of social services in Roanoke City, Roanoke County, Franklin County, Botetourt County, and Craig County, along with Total Action Against Poverty, and Goodwill Industries of the Valleys, as further set forth in the City Council Agenda Report dated June 20, 2016, is hereby ACCEPTED.

2. The City of Roanoke is authorized to be the primary fiscal agent for this grant, and shall be responsible for distributing the grant proceeds to the provider agencies for services provided to the local DSS agencies.

3. The City Manager is hereby authorized to execute any and all requisite documents pertaining to the City's acceptance of these funds, and to furnish such additional information as may be required in connection with the City's acceptance of the grant funds. All such documents shall be approved as to form by the City Attorney.

ATTEST:

City Clerk.

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Federal Government through the Commonwealth of Virginia Department of Social Services for the Southwest Virginia Regional Employment Coalition Grant, amending and reordaining certain sections of the 2016-2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Fees for Professional Services	35-630-8868-2010	$ 272,344
Revenues		
SWVA Regional Employment Coalition FY17	35-630-8868-8868	272,344

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

ATTEST:

City Clerk.

7.a.2.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **"Four-For-Life" Additional Funds Acceptance (CM16-00078)**

Background:

Roanoke Fire-EMS has received notification that the City of Roanoke will be receiving additional funding for the Fiscal Year 2016 "Four-For-Life" payment for Emergency Medical Services (EMS) in the amount of $4,580.80. This will bring our total funding from $77,912.00 to $82,492.80. The purpose of these funds is the purchase of training, supplies or other appropriate items used for EMS.

Considerations:

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

Recommended Action:

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

Adopt the accompanying budget ordinance to authorize the Director of Finance to establish a revenue estimate in the new amount of $82,493 and appropriate $82,493 into expenditure accounts in the Grant Fund.

Sherman M. Stovall

For Christopher P. Morrill
City Manager

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

OMS

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of additional FY2016 "Four for Life" Grant for Emergency Medical Services (EMS) made to the City of Roanoke by the Commonwealth of Virginia, Department of Health, and authorizing execution of any required documentation on behalf of the City.

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

1. The City Manager is hereby authorized on behalf of the City to accept from the Commonwealth of Virginia, Department of Health, additional funds for the FY2016 "Four for Life" Grant for Emergency Medical Services (EMS) in the amount of $4,580.80, bringing the total to $82,492.80, with no local match, to be used for training, supplies, or other appropriate items used for EMS, as more particularly described in the City Council Agenda Report dated June 20, 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 by from the Commonwealth of Virginia, Department of Health, in connection with the acceptance of the foregoing grant.

ATTEST:

City Clerk.

R-Four for Life GRANT-additional funds 6 20.16.doc

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from the Virginia Department of Health for the purpose of purchasing emergency medical service (EMS) supplies, 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	35-520-3575-2035	$ 4,581
Revenues		
Four-For-Life Grant FY16	35-520-3575-3575	4,581

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

ATTEST:

City Clerk.

7.a.3.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 20, 2016

Subject: Appropriation of Funding for Fostering Futures Program and Family Partnership Meetings (CM16—00079)

Background:

The Governor's Budget Bill and the 2016 General Assembly amendments approved the implementation of the Fostering Futures program which extends foster care services and adoption assistance to age 21 under certain conditions. Fostering Futures is designed to provide a safety-net for youth aging out of foster care. The goal is to support these youth in the critical period between the ages of 18 and 21 to make gains in the areas of education and employment so that they are better able to be self-sufficient when they exit foster care at age 21. Fostering Futures also allows eligible youth who were adopted after 16 years of age and who turn 18 years of age on or after July 1, 2016 to continue adoption assistance until age 21.

The Virginia Department of Social Services (VDSS) has allocated funding to assist with costs related to conducting Family Partnership Meetings (FPMs). The goal of the FPMs is to involve birth families and community members, along with resource families, service providers and Social Services staff, in all placement decisions to ensure a network of support for the child and the adults who care for them. The FPM funding is based on the number of FPMs held in the locality and will be allocated on a quarterly basis.

Considerations:

VDSS has allocated $78,750 to the city for the Fostering Futures maintenance payments; this funding requires no local match. VDSS has also allocated $62,491 for Fostering Futures staffing and operations costs; this funding includes a required 15.5% local cash match in the amount of $9,686. The local match will come from the CSA Medicaid Local Match Account No. 01-630-5410-3133.

VDSS has provided an initial quarterly FPM allocation in the amount of $6,900 and it is estimated that the City of Roanoke's quarterly allocations will remain at or above this amount for fiscal year 2017. The annual allocation is estimated at $27,600. This funding includes a required 15.5% local cash match in the

amount of $4,278. The local match will come from the CSA Medicaid Local Match Account No. 01-630-5410-3133.

City Council authorization is needed to accept and appropriate the funding for the Foster Futures program and Family Partnership Meetings and authorize the establishment of a Senior Family Services Specialist position.

Recommended Action:

Authorize the City Manager to accept funding from the Commonwealth of Virginia and establish a new position in Social Services.

Adopt the accompanying budget ordinance to increase the revenue estimate in the amount of $154,877, and to appropriate funding in the amount of $168,841to expenditure accounts for Social Services programs which includes $13,964 in local cash match from CSA Medicaid Local Match Account No. 01-630-5410-3133.

R. Brian Townsend

for Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager for Community Development
Barbara A. Dameron, Director of Finance
Jane R. Conlin, Director of Human/Social Services

DK

7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of the funding for the Fostering Futures Program and Family Partnership Meetings made to the City of Roanoke ("City") by the Virginia Department of Social Services ("VDSS"); establishing a new Senior Family Services Specialist position; 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 hereby accepts funding from the VDSS in the following amounts: (a) $78,750 to be used for the Fostering Futures Program, with no local match required from the City, to help youth become self-sufficient when they exit foster care by assisting with education and obtaining employment, (b) $62,491 to be used for staffing and operations costs in connection with the Fostering Futures Program, which includes a required 15.5% local cash match from the City, and (c) the estimated amount of $27,600 to be paid in quarterly allocations in the amount of $6,900 or higher, which includes a 15.5% local cash match required from the City, to be used for costs related to conducting Family Partnership Meetings concerning decisions relating to the placement of children in foster case, as more particularly set forth in the City Council Agenda Report dated June 20, 2016.

2. The City Manager is hereby authorized to execute and file, on behalf of the City, any documents necessary for the City to accept the aforementioned funding in a form approved by the City Attorney and to establish a new Senior Family Services Specialist position within the City's Department of Social Services.

3. The City Manager is further directed to furnish such additional information as may be required in connection with the acceptance of the foregoing funding.

ATTEST:

City Clerk.

7.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from Commonwealth of Virginia for the Department of Social Services and Children's Services Act (CSA), for the Foster Futures Program and the Family Partnership Meetings Program, amending and reordaining certain sections of the 2016-2017 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Regular Employee Salaries	01-630-5311-1002	$38,984
City Retirement	01-630-5311-1105	6,163
401k Savings Match	01-630-5311-1117	390
FICA	01-630-5311-1120	2,982
Medical Insurance	01-630-5311-1125	6,048
Dental Insurance	01-630-5311-1126	350
Life Insurance	01-630-5311-1130	511
Disability Insurance	01-630-5311-1131	109
Expendable Equipment	01-630-5311-2035	6,954
Fostering Futures Foster Care Assistance	01-630-5311-3202	78,750
Family Partnership Meetings	01-630-5311-3203	27,600
Medicaid Local Match (Social Services)	01-630-5410-3133	(13,964)
Revenues		
General Administration	01-110-1234-0676	76,127
Fostering Futures Foster Care Assistance	01-110-1234-0738	78,750

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

ATTEST:

City Clerk.

7.a.4.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Child Abuse and Neglect Prevention Program Grant (CM16-00086)**

Background:

Beginning in January 2014, the City of Roanoke Department of Social Services (DSS) partnered with Blue Ridge Behavioral Health (BRBH) and Intercept Youth Services to develop a parent program for parents at risk of abusing and/or neglecting their children. This parenting initiative includes a classroom and in-home practice component and is focused primarily on parents with children ages 5 to 12 years old. It has been funded primarily through state/federal Promoting Safe and Stable Families (PSSF) funds. PSSF funds can only fund three classes of 15 people per year. Due to the popularity and initial success of the initiative, DSS submitted a grant proposal to Virginia DSS State Office to fund additional classes which will focus on serving 45+ parents with children ages 0 to 5 years, as well as young parents, and Latino parents. PSSF funds will continue to fund classes for parents of children 6 years and older.

The City of Roanoke's DSS has been awarded a Child Abuse and Neglect Prevention Program grant for a second year. This grant will provide parenting classes with an in-home component to 45+ parents of children 0-5 years old indentified by DSS as at risk of abusing and neglecting their children. The program is entitled "Parenting Little Ones". The award is for $50,000 and will be used to pay for the classroom and in-home components, translators for Latino parents, bus passes to assist families with transportation to the class, and child care while the parents attend the class.

This award requires a 25% match of local funds. The total match is $16,667; $9,734 is in-kind and the remaining $6,933 is a cash match which can be provided from the Grant Matching account 35-300-9700-5415. The award is available starting July 1, 2016.

Recommended Action:

Accept the Child Abuse and Neglect Prevention Program grant and authorize the City Manager to execute the grant agreement and any necessary documents required to accept the grant, to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the Grant Fund for $56,933, transfer funding in the amount of $6,933 from account 35-300-9700-5415 (Local Match Funding for Grants) to provide the local match funding, and appropriate total funding of $56,933 into accounts to be established by the Director of Finance in the Grant Fund.

for R. Brian Townsend

CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officer
R. Brian Townsend, Asst. City Mgr. for Community Development
Barbara A. Dameron, Director of Finance
Jane R. Conlin, Director of Human/Social Services

7.a.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the acceptance of the Child Abuse and Neglect Prevention Program Grant ("Grant") from the Virginia Department of Social Services ("VDSS") in the amount of $50,000; authorizing the City of Roanoke to serve as the primary fiscal agent for the distribution of such grant funds to the provider agencies for the services provided under the Grant; and authorizing the City Manager to execute any documentation required to accept the Grant on behalf of the City.

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

1. The City of Roanoke hereby accepts the Child Abuse and Neglect Prevention Program Grant from the VDSS in the amount of $50,000, with a local in-kind match provided by the City in the amount of $16,667 and a local cash match provided by the City in the amount of $9,000, such proceeds to be used during the term of the Grant, beginning July 1, 2016, and ending June 30, 2017, all as more particularly set forth in the City Council Agenda Report dated June 20, 2016. The Grant will be used by the City's Department of Social Services and certain provider agencies to develop parental programs for parents at risk of abusing and/or neglecting their children and related purposes, upon the terms as more particularly set forth in the above referenced City Council Agenda Report.

2. The City of Roanoke is authorized to be the primary fiscal agent for this Grant, and shall be responsible for distributing the Grant proceeds to the provider agencies in connection with the parental programs developed pursuant to the Grant.

3. The City Manager is hereby authorized to execute and file, on behalf of the City, the

Grant agreement with the VDSS and all necessary documents required to accept the Grant. All documents shall be upon form approved by the City Attorney.

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

ATTEST:

City Clerk.

7.a.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Virginia Department of Social Services for the Child Abuse and Neglect Prevention Program Grant, amending and reordaining certain sections of the 2016-2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Temporary Employee Wages	35-630-5215-1004	$ 3,618
FICA	35-630-5215-1120	276
Program Activities	35-630-5215-2066	53,039
Revenues		
Child Abuse Prevention FY17 – Federal PT	35-630-5215-5215	25,000
Child Abuse Prevention FY17 – State	35-630-5215-5216	25,000
Child Abuse Prevention FY17 – Local	35-630-5215-5217	6,933

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

ATTEST:

City Clerk.

7.a.5.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 20, 2016

Subject: Appropriation of Federal Asset Forfeiture Funds (CM16-00075)

Background:

In 1986, the United States Congress authorized the transfer of certain federally forfeited property to state and local law enforcement agencies that participated in the investigation and seizure of the property. Application for an equitable share of property seized by local law enforcement must be made to the U.S. Department of Justice and certified by the U. S. Attorney.

This property, including funds shared with state and local agencies may only be used for the purposes stated in the application, i.e. narcotics investigations related to law enforcement. Participation in federally forfeited property sharing enhances the effectiveness of narcotics investigations by providing necessary investigative equipment and training and offsets the cost that would otherwise be borne by the City's taxpayers.

Considerations:

The Police Department receives funds periodically from the Federal Asset Forfeiture Sharing Program. Federal law mandates that these seized funds be placed in an interest bearing account until forfeited and that any interest earned be used in accordance with program guidelines. These funds are provided by either the United States Department of the Treasury (DOT) or the United States Department of Justice (DOJ). Program guidelines require that these funds be segregated by the providing department.

Revenue in the amount of $19,554 and interest in the amount of $107 have been collected and are available for appropriation to the corresponding Department of Justice Asset Forfeiture grant fund account.

Revenue in the amount of $15,305 and interest in the amount of $450 have been collected and are available for appropriation to the corresponding Department of Treasury Asset Forfeiture grant fund account.

The $19,661 and $15,755 will be appropriated to the training budgets which will allow the police department to pay for officer training in a variety of important specialties to include leadership development, forensics, interview skills, polygraph operation, etc.

Recommended Action:

Adopt the accompanying budget ordinance to increase the revenue estimate in the Grant Fund in the amount of $19,661and appropriate funding in the same amount into the corresponding training account (35-640-3304-2044) and to increase the revenue estimate in the Grant Fund in the amount of $15,755 and appropriate funding in the same amount into the corresponding training account (35-640-3307-2044).

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager for Community Development
Barbara A. Dameron, Director of Finance
Timothy S. Jones, Acting Chief of Police
Amelia C. Merchant, Director of Management and Budget

7.a.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Department of Justice Federal Asset Sharing Program and the Department of Treasury Federal Asset Sharing Program for enhancing law enforcement operations, 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		
DoJ Training and Development	35-640-3304-2044	$ 19,661
DoT Training and Development	35-640-3304-2044	15,755
Revenues		
DoJ Federal Asset Forfeiture	35-640-3304-3305	19,554
DoJ Federal Asset Forfeiture - Interest	35-640-3304-3306	107
DoT Federal Asset Forfeiture	35-640-3307-3307	15,305
DoT Federal Asset Forfeiture - Interest	35-640-3307-3308	450

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

ATTEST:

City Clerk.

7.a.6.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 20, 2016

Subject: Appropriation of State Asset Forfeiture Funds (CM16-00076)

Background:

In 1991, the Virginia General Assembly passed legislation allowing local law enforcement to seize property that is connected with illegal narcotics distribution. The Code of Virginia also makes it possible for police departments to receive proceeds from these forfeited properties. Application for an equitable share of the property seized by local law enforcement must be made to the Department of Criminal Justice Services, Forfeited Asset Sharing Program and be certified by the Chief of Police.

Property which includes funds shared with state and local agencies may only be used for law enforcement purposes. Program requirements mandate that these funds be placed in an interest bearing account and any interest earned be used in accordance with program guidelines.

Considerations:

The Police Department receives funds periodically from the State Asset Forfeiture Sharing Program. The Code of Virginia mandates that these seized funds be placed in an interest bearing account until forfeited and that the interest earned be used in accordance with program guidelines. Revenue in the amount of $53,055 and interest in the amount of $429 have been collected and are available for appropriation to the corresponding grant fund account.

The $53,484 will be appropriated to the expendable equipment budget which will allow the police department to acquire new and replacement equipment for officers (ballistic vests, computer software, etc.) as well as equipment for vehicles (cameras, partitions, and window barriers, etc.).

Recommended Action:

Adopt the accompanying budget ordinance to increase the revenue estimate in the Grant Fund in the amount of $53,484 and appropriate funding in the same amount into the corresponding expendable equipment account (35-640-3302-2035).

Respectfully submitted,

CHRISTOPHER P. MORRILL
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager
Barbara A. Dameron, Director of Finance
Timothy S. Jones, Acting Chief of Police
Amelia C. Merchant, Director of Management and Budget

7.a.6.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the State Asset Sharing Program for enhancing law enforcement operations, 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	35-640-3302-2035	$ 53,484
Revenues		
State Asset Forfeiture - Interest	35-640-3302-3299	429
State Asset Forfeiture	35-640-3302-3300	53,055

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

ATTEST:

City Clerk.

7.a.7.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Appropriation of Electronic Summons Funds (CM16-00074)**

Background:

The 2014 session of the General Assembly enacted section 17.1-279.1, Code of Virginia (1950), as amended, to authorize localities to collect an assessment on all traffic and criminal offenses to support the implementation and maintenance costs of electronic summons systems. The Council of the City of Roanoke adopted a $5.00 electronic summons assessment on traffic and criminal offenses that became effective on September 1, 2014.

The assessment has been collected by the Clerk of the Court in which the action was filed, remitted to the Treasurer of the City of Roanoke and held by the Treasurer subject to appropriation by Council. As of June 1, 2016, the sum of approximately $44,285 has been collected since the last funding appropriation in August of 2015. The appropriation of these additional funds will be used solely to purchase software, hardware, and associated equipment for the implementation and maintenance of the electronic summons system.

Electronic summons systems have the potential of improving efficiency by significantly reducing the time that officers remain on traffic stops, reducing the time that police support technicians spend entering data into the police records management system, and reducing the time the Clerk of the Court staff spend entering data from summons into the court information system. Additionally, electronic summons systems can reduce errors and provide an environmentally friendly alternative to paper creation and retention.

The Roanoke Police Department is requesting the appropriation of $44,000 to be used to implement an electronic summons system.

Recommended Action:

Adopt the accompanying budget ordinance to appropriate funding in the amount of $40,000 for Other Equipment and $4,000 in project supplies from the Electronic Summons System Court Fees revenue account (35-640-3415-3415) and Electronic Summons System interest account (35-640-3415-3416) into a corresponding account in the Grant Fund.

Christopher P. Morrill
City Manager

Distribution: The Honorable Evelyn Powers, Roanoke City Treasurer
Council Appointed Officers
R. Brian Townsend, Assistant City Manager for Community Development
Barbara A. Dameron, Director of Finance
Timothy S. Jones, Acting Chief of Police
Amelia C. Merchant, Director of Management and Budget

7.a.7.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Electronic Summons System Court Fees revenues as enacted by the General Assembly in section 17.1-279.1 of the Code of Virginia (1950), amending and reordaining certain sections of the 2016-2017 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

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

Appropriations		
Project Supplies	35-640-3415-3005	$ 4,000
Other Equipment	35-640-3415-9015	40,000
Revenues		
Electronic Summons System Court Fees	35-640-3415-3415	43,862
Electronic Summons System Interest	35-640-3415-3416	138

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

ATTEST:

City Clerk.

7.a.8.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **FY 2016 Revenue and Expenditure Adjustments (CM16-00093)**

Background:

Fiscal year 2016 local tax revenues are projected to exceed budget in the amount of $2,800,000. The following revenue adjustments should be made as a result of the projection:

• Personal Property Tax (Current)	$1,700,000
• Personal Property Tax (Delinquent)	200,000
• Public Service Corp - Real Estate Tax	500,000
• Sales Tax	300,000
• Transient Occupancy Tax	100,000
Total	$2,800,000

As a result of the revenue adjustments, expenditure adjustments are also necessary.

The school funding formula designates that 40% of adjusted local tax revenue be provided in support of Roanoke City Public Schools (RCPS). An updated computation of the local share of tax revenue for RCPS as of June 1, 2016 provides that additional funding in the amount of $1,114,400 will be allocated to the school division. The resulting total funding allocated to RCPS by the City of Roanoke will be $78,908,400.

Visit Virginia's Blue Ridge receives an allocation of 3/8 of the Transient Occupancy Tax to support marketing efforts. An additional allocation of $41,000 will be appropriated to Visit Virginia's Blue Ridge based on the revenue projection.

Off-Duty Earnings are expected to exceed the current budget of $186,247 (Police and Sheriff) by approximately $135,000. The expense for these services is reimbursed to the city by agencies requesting the services of the Police Department and the Sheriff's Office.

Occupational Health Services has been operated by Wellness for Life since January 2013. Due to increased employee usage and additional ancillary charges, two contract amendments are required. The amendments are retroactive to January 2015 and extend through January 2017. The additional contract cost for this period is $418,000.

Residual funding from the local tax adjustment in the amount of $1,644,600 will be appropriated to Budget Contingency.

Considerations:

City Council action is needed to revise FY 2015-2016 estimates for certain revenues and to increase appropriations.

Recommended Action:

Adopt the accompanying budget ordinance to:

- Increase the revenue estimates for the following:
  - Personal Property Tax (Current) - $1,700,000
  - Personal Property Tax (Delinquent) - $200,000
  - Public Service Corp – Real Estate Tax - $500,000
  - Sales Tax - $300,000
  - Transient Occupancy Tax - $100,000
  - Occupational Health Services - $418,000
  - Off - Duty Earnings (Police) - $125,300
  - Off - Duty Earnings (Sheriff) - $ 9,700
- Appropriate funding to the following:
  - Transfer to Schools - $1,114,400
  - Visit Virginia's Blue Ridge - $41,000
  - Budget Contingency - $1,644,600
  - Health Maintenance Contract - $418,000
  - Off – Duty Billings (Police) - $125,300
  - Off – Duty Billings (Sheriff) - $9,700

For Christopher P. Morrill
City Manager

Distribution:

Sherman M. Stovall, Assistant City Manager, Operations
Barbara A. Dameron, Director of Finance
Amelia C. Merchant, Director, Management and Budget

7.a.8.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to increase the Roanoke City Public Schools transfer, Visit Virginia's Blue Ridge allocation, Health Maintenance Contract, Public Safety Off-Duty Earnings (Police and Sheriff) and Budget Contingency expenditures and to increase revenue budget estimates for Personal Property (Current and Delinquent) Taxes ,Public Service Corp – Real Estate, Sales Tax, Transient Occupancy Tax, Occupational Health Services, and Off-Duty Billings (Police and Sheriff) revenue, amending and reordaining certain sections of the 2015-2016 General Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2015-2016 General Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Off-Duty Earnings (Sheriff)	01-140-2140-1015	$	3,700
Off-Duty Earnings (Jail)	01-140-3310-1015		6,000
Transfer to Schools	01-250-9310-9530		1,114,400
Visit Virginia's Blue Ridge	01-300-7220-3702		41,000
Budget Contingency	01-300-9410-2199		1,644,600
Maintenance Third Party Contract	01-340-1263-3056		418,000
Off-Duty Earnings (Police Administration)	01-640-3111-1015		9,100
Off-Duty Earnings (Police Investigation)	01-640-3112-1015		14,800
Off-Duty Earnings (Police Patrol)	01-640-3113-1015		99,300
Off-Duty Earnings (Police Training)	01-640-3115-1015		2,100

Revenues

Personal Property (Current)	01-110-1234-0130	$	1,700,000
Personal Property (Delinquent)	01-110-1234-0134		200,000
Public Service Corp - Real Estate	01-110-1234-0140		500,000
Sales Tax	01-110-1234-0201		300,000
Transient Occupancy Tax	01-110-1234-0225		100,000
Occupational Health Services	01-110-1234-0884		418,000
Off-Duty Billings (Police)	01-110-1234-1298		125,300
Off-Duty Billings (Sheriff)	01-110-1234-1313		9,700

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

ATTEST:

City Clerk.

7.a.9.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Acquisition of Real Property Rights for Graybill Road Stormwater Drainage Improvements Project (CM16-00077)**

Background:

As part of the FY2016 Capital Improvement Program, City Council had appropriated $1.92 million for storm drain improvement projects. These appropriated funds will be matched with $1.62 million in Virginia Department of Transportation Revenue Sharing funds plus an additional $500,000 in Stormwater Utility operating funds.

One of the projects to be funded by this combined FY2016 funding appropriation is the Graybill Road Stormwater Drainage Improvements project which includes the installation of storm drain pipes and structures, and stormwater best management practices. This project is in the general vicinity of the 1300 and 1400 blocks of Graybill Road and Gilford Avenue NW within the Peachtree Norwood Neighborhood.

This neighborhood suffers from lack of storm drain systems evidenced by standing water on road pavement and private properties. Stormwater runoff from public right of way contributes to flooding of private properties. There is an existing storm drain system on Gilford Avenue. However, this existing system is inadequate an in very poor condition with pipe joints separated. Constructing the proposed storm drain system for this project would correct known drainage problems in this neighborhood and improve water quality in the Peters Creek watershed.

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

Considerations:

City Council action is necessary to authorize the acquisition of real property rights needed for the Graybill Road Stormwater Drainage Improvements Project. The real property rights needed are outlined below, but are subject to minor variation of location and extent pending final engineering design details.
Funding for acquisition of the real property rights will be available in project account 03-530-3014 Stormwater Improvements.

Permanent drainage and temporary construction easements of variable length and width are required to accommodate construction activities and will affect five (5) properties in the general vicinity identified above. The City may also need to acquire various other property rights involving the property listed below and other properties which have not yet been identified for this project. The properties that have been identified to date are as follows:

Tax Map Parcel Number	Address	Owner	Required Property Rights
6110125	1407 Graybill Rd., NW	Emma Patricia Washenberger	Permanent Drainage Easement
6110126	1403 Graybill Rd., NW	Phyllis M. Fralin	Permanent Drainage Easement
6110161	1402 Gilford Ave., NW	Russell Dean Huggett	Permanent Drainage Easement and Temporary Construction Easement
6110404	1333 Gilford Ave., NW	Elizabeth A. Floyd - Life Estate Deborah S. Coulter, George E. Floyd, and Lisa D. Harris, remainder interest holders	Permanent Drainage Easement
6110405	1325 Gilford Ave., NW	David and Rosie West	Permanent Drainage Easement

Recommended Action:
Authorize the acquisition of any and all real property rights needed to construct the proposed Graybill Road Stormwater Drainage Improvements Project, including but not limited to the specific property rights identified in this City

Council Agenda Report, by negotiation and execution of the appropriate acquisition documents by the City Manager, such documents to be approved as to form by the City Attorney.

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Sherman M. Stovall, Assistant City Manager for Operations
Barbara A. Dameron, Director of Finance
Robert K. Bengtson, P.E., Director of Public Works
Philip C. Schirmer, P.E., City Engineer
Dwayne R. D'Ardenne, CGM, PWM, Stormwater Manager
Josephus M. Johnson-Koroma, P.E., Civil Engineer II
Cassandra L. Turner, Economic Development Specialist

DZC

7.a.9.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE providing for the acquisition of real property rights needed by the City in connection with the Graybill Road Stormwater Drainage Improvements Project ("Project"); authorizing City staff to acquire such property rights by negotiation for the City; authorizing the City Manager to execute appropriate acquisition documents; and dispensing with the second reading of this Ordinance by title.

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

1. The City wants and needs certain real property rights, to include permanent and/or temporary easements of variable length and width, and such other real property interests as needed, located in the general vicinity of the 1400 Block of Graybill Road, N.W., and 1300 and 1400 Blocks of Gilford Avenue, N.W., Roanoke, Virginia, within the Peachtree Norwood Neighborhood, and surrounding streets, all as more particularly described in the City Council Agenda Report dated June 20, 2016, in order to complete the Project. The proper City officials and City staff are hereby authorized to acquire by negotiation for the City the necessary real property interests and appropriate ancillary rights with respect to the real property parcels referred to in the above mentioned City Council Agenda Report and any other real property parcels needed for the Project. All requisite documents shall be approved as to form by the City Attorney.

2. The City Manager is further authorized to execute appropriate acquisition documents for the above mentioned parcel(s) for such consideration as the City Manager may deem appropriate for the necessary interests, provided, however, the total consideration offered

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

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

ATTEST:

City Clerk.

7.a.10.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Agreement Requiring City to Indemnify and Hold Harmless Carilion Property Management, Inc. (CM16-00084)**

Background:

The City of Roanoke is hosting the annual fireworks show at River's Edge Sports Complex on July 4, 2016. Shuttle service to the event site will be provided from the Elmwood Park Parking Garage and Virginia Western Community College. Carilion Property Management, Inc. ("Carilion") has agreed to allow the City to use the parking spaces along the fence on Evans Mill Road, behind 213 McClanahan Street, S.W., as a shuttle drop-off point. Carilion has also agreed to allow its Crystal Spring Garage and the Riverwalk Garage to serve as designated emergency shelters in the event of a sudden severe storm or other weather event. Carilion will restrict access to the Riverside Garage and Riverside Campus during the event.

Considerations:

The Agreement authorizing the use of the facilities referenced above contains a provision requiring the City to indemnify and hold Carilion Property Management, Inc. harmless from any and all liabilities arising out of the use of Carilion facilities. An indemnification and hold harmless provision constitutes a waiver of sovereign immunity, and the execution of any contract containing such a provision must be authorized by City Council.

Recommended Action:

Adopt the attached resolution authorizing the City Manager to execute an Agreement with Carilion Property Management Inc., substantially in form as the Agreement attached to this letter, and waiving sovereign immunity. Such Agreement shall be approved as to form by the City Attorney.

for R. Brian Townsend

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager
Barbara A. Dameron, Director of Finance
Nicole Ashby, Business Coordinator, Department of Parks and Recreation

CARILION PROPERTY MANAGEMENT

HOLD HARMLESS AGREEMENT

Carilion Property Management agrees to allow the **City of Roanoke** to block off the parking spaces along the fence on Evans Mill Road behind 213 McClanahan in Roanoke for bus pick ups and drop offs of attendees to the 4th of July Festival on **Monday, July 4, 2016** between the hours of 3p.m. and 11p.m.

Carilion Property Management also agrees to block off the Riverside Garage located at 6 Riverside Circle and the Riverside Campus for normal access during the event.

According the established emergency plans for the event, the Crystal Spring Garage located at 2001 Crystal Spring Avenue and the River Walk Garage located on the campus of Carilion Roanoke Memorial Hospital are identified as designated emergency shelters in the event of a sudden severe storm or other weather event. These facilities will only be used in an emergency sheltering event.

This agreement may be rescinded or amended at any time by Carilion Property Management.

The **City of Roanoke** agrees to indemnify and hold harmless **Carilion Clinic** and all its affiliated companies, including Carilion Property Management, to the extent permitted by law from any and all liabilities arising out of the use of the said parking spaces on Evans Mill Road and potential use of the identified garages and the Riverside Campus. They also agree to leave the premises in the same manner, as before occupancy and if need arises to have the premises cleaned due to their use, they will be responsible for this cost.

Carilion representative: _____

Title: _____

Date: _____

City of Roanoke: _____

Title: _____

Date: _____

SJT 6/14/16

7.a.10.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing execution of an Agreement with Carilion Property Management in connection with the use of the Crystal Spring Garage, the Riverwalk Garage and parking spaces on Evans Mill Road during the 2016 annual fireworks show.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and the City Clerk are hereby authorized to execute and attest, respectively, for and on behalf of the City, upon form approved by the City Attorney, an Agreement for the use of the Crystal Spring Garage, the Riverwalk Garage and parking spaces on Evans Mill Road from 3:00 p.m. until 11:00 p.m. on Monday, July 4, 2016, in connection with the 2016 annual fireworks show, such Agreement including a hold harmless and indemnification clause requiring the City of Roanoke to indemnify and hold harmless Carilion Property Management under certain circumstances, all of which is set out in the City Council Agenda Report dated June 20, 2016.

ATTEST:

City Clerk.

NOTICE:

The report for Item 7.a.11., was not available for scanning.

yc

7.a.11.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to execute an Agreement for Deferral of Certain Performance Obligations (Deferral Agreement) with South Commonwealth Partners, LLC, in regards to the Performance Agreement for Hotel Development, Construction, Operation, and Maintenance (Performance Agreement) between the City of Roanoke (City) and South Commonwealth Partners, LLC, in connection with the development of certain portions of property located at 25 Church Avenue, S.E., Roanoke, Virginia 24011 for the construction and operation of a hotel (Hotel) upon certain conditions; 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 Deferral Agreement; and dispensing with the second reading of this Ordinance by title.

WHEREAS, the Council of the City of Roanoke adopted Ordinance No. 39828-121613, adopted on December 16, 2013, in which the Council approved the terms of a Performance Agreement between the City and South Commonwealth Partners, LLC, pursuant to which Performance Agreement South Commonwealth Partners, LLC, agreed to (i) construct the Hotel and complete construction of the Hotel, (ii) obtain a permanent Certificate of Occupancy within 30 days after the Construction Completion Date that authorizes South Commonwealth Partners, LLC, to conduct Hotel Business, and (iii) open the Hotel for Hotel Business by June 30, 2016;

WHEREAS, in the event that South Commonwealth Partners, LLC, failed to commence Hotel Business by June 30, 2016, South Commonwealth Partners, LLC, would be in default

under the terms of the Performance Agreement and would be obligated to pay to the City liquidated damages of $250 for each day, beginning July 1, 2016, that the Hotel is not open for Hotel Business (Hotel Opening Liquidated Damages);

WHEREAS, the City and South Commonwealth Partners, LLC, executed the Performance Agreement which was dated December 18, 2013;

WHEREAS, South Commonwealth Partners, LLC, has diligently pursued construction of the Hotel, but has experienced some delays in completing the construction in accordance with the terms of the Performance Agreement:

WHEREAS, South Commonwealth Partners, LLC, has requested a deferral of the Hotel Opening Liquidated Damages, the specifics of which are outlined in the Deferral Agreement, a copy of which is attached to the City Council Agenda Report dated June 20, 2016; and

WHEREAS, the Deferral Agreement proposes to defer the collection of Hotel Opening Liquidated Damages once South Commonwealth Partners, LLC, opens the Hotel for Hotel Business under a temporary certificate of occupancy and until October 31, 2016; provided South Commonwealth Partners, LLC, satisfies several specific obligations, which are detailed in the above referenced Agenda Report.

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

1. City Council hereby approves the terms of the Deferral Agreement as set forth in the City Council Agenda Report dated June 20, 2016, which Deferral Agreement provides for certain undertakings and obligations by South Commonwealth Partners, LLC.

2. The City Manager is hereby authorized on behalf of the City to execute the Deferral Agreement between the City and South Commonwealth Partners, LLC, upon certain terms and conditions as set forth in the City Council Agenda Report dated June 20, 2016. The

Deferral Agreement shall be substantially similar to the one attached to such Agenda 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 Deferral Agreement. Such other documents shall be in a form approved by the City Attorney.

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

ATTEST:

City Clerk.

7.a.12.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Approval of Amendment No. 1 to Performance Agreement Regarding Operation Period Economic Development Grant among the City of Roanoke, Economic Development Authority of the City of Roanoke, Virginia and South Commonwealth Partners, LLC, for Operation-Related Activities Associated with Development at 25 Church Avenue, S.E. (CM16-00091)**

Background:

On December 18, 2013, the City of Roanoke (City), South Commonwealth Partners, LLC (Developer), and the Economic Development Authority of the City of Roanoke, Virginia (EDA) entered into a Performance Agreement Regarding Operation Period Economic Development Grant (Original EDA Operation Grant Agreement), under which Developer could apply for and receive up to six (6) annual grants, with a maximum amount of $1,500,000.00, subject to certain terms and conditions in connection with the development, construction and operation of a hotel with at least 123 rooms (but not exceeding 130 rooms) (Hotel), along with the conveyance of certain air rights, property rights, and easements more particularly described in a Deed of Certain Air Rights, Deed of Condominium Units, and Deed of Easements, recorded in the Clerk's Office of the Circuit Court of the City of Roanoke, Virginia as Instrument No. 130014480 (Deed).

Pursuant to terms outlined in the Original EDA Operation Grant Agreement, Developer agreed to (i) complete construction of the Hotel and necessary structural improvements to the Market Garage, (ii) obtain a permanent certificate of occupancy for the Hotel, and (iii) spent or caused to have been spent at least $15,000,000.00 on development of the Hotel, with at least $1,000,000.00 of that amount for items meant to improve the Garage, as set forth in an Exhibit to the Original EDA Operation Grant Agreement, by June 30, 2016. In the event that Developer failed to meet those requirements, the maximum amount of the EDA Operation Grant funds for which the Developer would be eligible would be reduced by $20,000.00 for each month, or any part thereof, that Developer failed to satisfy such conditions.

Developer has diligently pursued construction of the Hotel and is unable to satisfy certain requirements for completion of the Hotel in accordance with the performance schedule set forth in the Original EDA Operation Grant Agreement. These delays are attributable to the unique challenges of constructing a facility atop of an operating public parking facility. As a result, Developer has requested the Original EDA Operation Grant Agreement be amended to provide Developer with deferral of certain obligations, which are outlined in Amendment No. 1 to Performance Agreement Regarding Operation Period Economic Development Grant (Amendment No. 1), a copy of which is attached to this report.

Considerations:

Amendment No. 1 amends certain obligations of Developer currently under the Original EDA Operation Grant Agreement that include, but are not limited to, the following:

1. Developer will complete the construction of the Hotel and necessary Structural Improvements to the Market Garage, obtain a temporary certificate of occupancy, and open the Facility to the public for business by June 30, 2016. In addition, by October 31, 2016, Developer will have obtained a permanent certificate of occupancy for the Hotel and opened the Facility to the public for business.

2. Developer will have spent or caused to have been spent at least $15,000,000.00 on the development of the Facility (the "Minimum Development Costs") by October 31, 2016. The aggregate sum of such costs must include the cost of items included in Exhibit C of the attached Amendment No. 1.

3. The maximum amount of the EDA Operation Grant Funds for which Developer is eligible will be reduced (i) by the sum of $20,000.00, each month, or any part of any month thereof, after June 30, 2016, and through October 31, 2016, that Developer has not obtained a temporary certificate of occupancy for the Hotel and opened the Hotel to the public for business; and (ii) in the event that Developer fails to obtain a permanent certificate of occupancy for the Hotel by October 31, 2016, by the sum of $20,000.00, each month, or any part of any month thereof, for each month after the Developer has obtained a temporary certificate of occupancy for the Facility and opened the Facility to the public for business, through October 31, 2016, and thereafter, for any month, or any part of any month thereafter, until Developer obtains a permanent certificate of occupancy and satisfies the conditions outlined in Section 2(B)(ii) of Amendment No 1.

   By way of example, assuming that Developer opens the Hotel to the public for business on July 18, 2016 pursuant to a temporary certificate of occupancy, the maximum amount of the EDA Operation Grant Funds will be $1,480,000, assuming that Developer obtains a permanent certificate of occupancy on or before October 31, 2016. If Developer does not obtain a permanent certificate of occupancy until November 15, 2016, the maximum amount of the EDA Operation Grant Funds will be $1,400,000.

4. Amendment No. 1 also provides that Developer may select, at its option, the initial grant year as being either (i) July 1, 2016, through June 30, 2017; or (ii) July 1, 2017, through June 30, 2018. Developer must make this election by September 1, 2017.

5. In order to receive a grant in any particular Grant Year, Developer must show that the City received a certain minimum amount in revenue from the designated taxes as set forth in Amendment No. 1. If Developer selects the period of July 1, 2016, through June 30, 2017 as the first Grant Year, this minimum amount must be $180,000. For all other Grant Years the minimum amount is $300,000 for each Grant Year.

Recommended Action:

Approve the terms of Amendment No. 1 among the City of Roanoke, Economic Development Authority of the City of Roanoke, Virginia and South Commonwealth Partners, LLC, as set forth in the attachment to this City Council Agenda Report. Authorize the City Manager to execute such Amendment No. 1 among the City of Roanoke, Economic Development Authority of the City of Roanoke, Virginia and South Commonwealth Partners, LLC, substantially similar to the one 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, with the form of such Amendment No. 1, and other documents, to be approved by the City Attorney.

R. Brian Townsend

for Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager for Community Development
Barbara A. Dameron, Director of Finance
Susan S. Lower, Director, Real Estate Valuation
Wayne F. Bowers, Director, Economic Development
Marc B. Nelson, Special Projects Coordinator, Economic Development

DRAFT DATE: 06.13.2016

AMENDMENT NO. 1
TO
PERFORMANCE AGREEMENT
REGARDING
OPERATION PERIOD ECONOMIC DEVELOPMENT GRANT

This Amendment No. 1 to Performance Agreement Regarding Operation Period Economic Development Grant ("Amendment No. 1") is dated this ____ day of June, 2016, by and among the City of Roanoke, Virginia, a Virginia municipal corporation ("City"), South Commonwealth Partners, LLC, a South Carolina limited liability company authorized to transact business in the Commonwealth of Virginia ("Developer"), and The Economic Development Authority of the City of Roanoke, Virginia, an industrial development authority organized and existing under the laws of the Commonwealth of Virginia ("EDA").

RECITALS

WHEREAS, the City, Developer, and EDA have entered into a Performance Agreement Regarding Operation Period Economic Development Grant dated December 18, 2013 (the "Original EDA Operation Grant Agreement"), under which Developer may apply for and receive up to six (6) annual grants, with the aggregate maximum amount of all grants to be $1,500,000.00, subject to the terms and conditions of the Original EDA Operation Grant Agreement in connection with the development, construction and operation of the Project, as defined and described in the Original EDA Operation Grant Agreement;

WHEREAS, Developer has diligently pursued construction of the Project and is unable to satisfy certain requirements for completion of the Project in accordance with the performance schedule set forth in the Original EDA Operation Grant Agreement;

WHEREAS, Developer and the City are parties to a Performance Agreement for Hotel Development, Construction, Operation, and Maintenance dated December 18, 2013 ("Hotel Performance Agreement"), and Developer has requested deferral of certain conditions set forth in the Hotel Performance Agreement from the City and the City and Developer agree to defer certain obligations of Developer under the Hotel Performance Agreement in accordance with the terms and conditions of an Agreement for Deferral of Certain Performance Obligations dated June ___, 2016 (the "Deferral Agreement");

WHEREAS, Developer has requested that the Original EDA Operation Grant Agreement be amended to provide Developer with deferral of certain obligations, consistent with the deferrals set forth in the Deferral Agreement;

WHEREAS, the City and the EDA have determined that such amendments proposed by Developer will allow the Project to be completed and such Project will promote economic development within the City and within the Roanoke Region, and such Project will provide additional tax revenue and services to benefit the citizens of the City and the Roanoke Region;

WHEREAS, Section 28 of the Original EDA Operation Grant Agreement allows amendments provided such amendments are in writing and executed by the parties; and

WHEREAS, the parties wish to amend the Original EDA Operation Grant Agreement as set forth hereinafter.

NOW, THEREFORE, the parties in consideration of the promises and obligations contained in the above Recitals, which Recitals are incorporated herein and made a part hereof, and as set forth herein, mutually agree as follows:

SECTION 1. INTERPRETATION.

Capitalized terms used in this Amendment No. 1 and not defined herein, shall have the meaning ascribed to such terms as set forth in the Original EDA Operation Grant Agreement.

SECTION 2. AMENDMENTS TO ORIGINAL EDA OPERATION GRANT AGREEMENT.

Developer, the City, and EDA agree to amend, and by this Amendment No. 1, do hereby amend the Original EDA Operation Grant Agreement as follows:

I. Sections 2B and 2C of the Original EDA Grant Agreement are deleted in their entirety and replaced with the following new Sections 2B and 2C:

B. i. By June 30, 2016, complete the construction of a Hampton Inn & Suites Hotel with at least 123 rooms (and not more than 130 rooms) and necessary Structural Improvements to the Market Garage on Church Avenue, as substantially shown in the Project Plans, obtain a temporary certificate of occupancy, and open the Facility to the public for business. Furthermore, by October 31, 2016, Developer shall obtain a permanent certificate of occupancy for the Facility, satisfy all other conditions of the Deferral Agreement, and the Facility will be open to the public for business; or

ii. Developer (a) shall complete construction of the Facility, open the Facility to the public for business; (b) shall have obtained a temporary certificate of occupancy after June 30, 2016; and (c) shall have obtained a permanent certificate of occupancy and shall satisfy all other conditions of the Deferral Agreement, after October 31, 2016, and on or before June 30, 2017; and, in such event, the maximum amount of the EDA Operation Grant Funds shall be reduced in accordance with Section 3.F of this EDA Operation Grant Agreement.

iii. Time is of the essence.

C. By October 31, 2016, Developer will have spent or caused to have been spent at least $15,000,000.00 on the development of the Facility (the "Minimum

Development Costs"). The aggregate sum of the Minimum Development Costs shall include the cost of items shown on Exhibit C attached hereto and made a part hereof. The EDA or the City may request, in writing, that Developer provide sufficient documentation of the Minimum Development Costs and, if so, Developer shall provide such documentation within 30 days of any such written request.

II. Section 3 of the Original EDA Operation Grant Agreement is deleted in its entirety and is replaced with the following new Section 3:

SECTION 3. EDA OPERATION GRANT.

Subject to the conditions as set forth in this EDA Operation Grant Agreement, the EDA will provide certain grant funds, limited to those funds which are received by the EDA from the City, as set forth below, to Developer, in order to assist with the Structural Improvements to the Market Garage necessary to support construction of the Project, as follows:

A. At the option of Developer, it may request a yearly EDA Operation Grant for (i) the Grant Year starting as of July 1, 2016 or (ii) the Grant Year starting July 1, 2017, provided Developer must submit a request to the EDA each year for such an EDA Operation Grant and provide the EDA and the City sufficient documentation as to Developer's compliance with this Agreement. For purposes of this EDA Operation Grant Agreement, a "Grant Year" means July 1 through June 30. Developer shall notify the City and EDA, in writing, of Developer's selection of the first Grant Year on or before September 1, 2017.

B. Such EDA Operation Grant may be requested for a maximum period of six (6) consecutive Grant Years, beginning with the first Grant Year selected by Developer in accordance with Section 3 (A) above. The six (6) year period shall continue to run whether or not an EDA Operation Grant request is made for any particular Grant Year. All EDA Operation Grant requests must be submitted to the EDA between the period of September 1 and December 1, for the preceding Grant Year or no EDA Operation Grant will be considered or given for that particular Grant Year. For example, if Developer selects the first Grant Year to start on July 1, 2016, and wants to make a request for the first Grant Year of July 1, 2016, to June 30, 2017, Developer must do so between September 1, 2017, and December 1, 2017. Assuming Developer selects July 1, 2016 – June 30, 2017 as the first Grant Year, the six (6) consecutive years for which an EDA Operation Grant could be requested would be July 1, 2016, through June 30, 2022. If Developer selects July 1, 2017 to June 30, 2018, as the first Grant Year, the six (6)

consecutive years for which an EDA Operation Grant could be requested would be July 1, 2017 through June 30, 2023. The City will cooperate with Developer by providing public information relevant to tax revenues received from the Property or the Project.

C. The amount of each EDA Operation Grant request shall only be for an amount equal to 50% of the revenue amount actually received by the City during the preceding Grant Year, subject to the limits set forth in this EDA Operation Grant Agreement, that directly resulted from the Property or the Project and that came from real estate taxes and any non-dedicated transient occupancy taxes. Provided, however, any new or existing local tax or increase in the rate of any of the aforementioned taxes for the purpose of dedicating the incremental revenue, or any change in the amount currently dedicated, for a specific project or purpose shall be excluded from and not counted in the amount of tax revenue resulting from the Property or Project. As of the date of this EDA Operation Grant Agreement, the amount of non-dedicated revenue for transient occupancy taxes is 7 cents for every dollar paid as a room rate. In no event shall any EDA Operation Grant request be made or granted if the above total revenue from the tax sources identified in this paragraph for any Grant Year is less than the amounts as set forth in sections C (1) and C (2) below.

1. The City acknowledges that industry practices and standards prevent Developer from accepting reservations prior to the Facility opening to the public for business. As such, in no event shall any EDA Operation Grant request be made or granted for Grant Year one, if Developer establishes Grant Year one as the period of July 1, 2016 to June 30, 2017, if the above total amount of revenue from the applicable real estate taxes and non-dedicated portion of the transient occupancy taxes for that specific Grant Year is less than $180,000.00. If Developer establishes Grant Year one as the period of July 1, 2017 to June 30, 2018, in no event shall any EDA Operation Grant request be made or granted for Grant Year one of July 1, 2017 to June 30, 2018 if the above total amount of revenue from the applicable real estate taxes and non-dedicated portion of the transient occupancy taxes for that specific Grant Year is less than $300,000.00.

2. In no event shall any EDA Operation Grant request be made or granted for Grant Years two through six if the above total amount of revenue from the applicable real estate taxes and the non-dedicated portion of the transient occupancy taxes for that specific Grant Year request is less than $300,000.00.

Furthermore, there shall be no carryover of any type from one Grant Year to the next Grant Year for any tax revenues received and/or funds from the prior Grant Year or Grant Years or for any purposes of determining the amount of revenue for a Grant Year. Each Grant Year shall be looked at separately to see if the requirements for an EDA Operation Grant request have been satisfied.

D. Subject to the provisions of Section 3(F) below, the maximum amount of all EDA Operation Grant funds Developer may receive under this EDA Operation Grant Agreement shall in no event exceed the lesser of the actual costs of Structural Improvements, verified by the Developer as set forth in this EDA Operation Grant Agreement or $1,500,000. Once this maximum amount is paid to Developer or the six (6) consecutive Grant Years application periods have expired, whichever first occurs, Developer may not make any further EDA Operation Grant requests and no further EDA Operation Grant requests will be considered.

E. By way of example only, assuming Developer has complied with its obligations under this EDA Operation Grant Agreement, the Facility opens on August 1, 2016, and Developer establishes the period of July 1, 2017 to June 30, 2018 as Grant Year one, if Developer wants to make an EDA Operation Grant request for the first Grant Year of July 1, 2017-June 30, 2018, it must deliver such request to the EDA between September 1, 2018 and December 1, 2018. Developer must show the total amount of revenue the City actually received only from the applicable real estate taxes and the non-dedicated portion of the transient occupancy taxes referred to in this EDA Operation Grant Agreement for the period of July 1, 2017, through June 30, 2018, amounted to over $300,000.00.

Assuming the maximum amount of all EDA Operation Grant Funds is $1,480,000.00 (as established pursuant to Section 3 F hereof), the following examples show how the calculation would be made, with additional examples modifying some of the assumptions:

1. This example would apply for each Grant Year:

   Total applicable revenue received by the City - $310,000.00

   Since this amount is over the required $300,000.00 minimum required by the Agreement, Developer could request a grant amount equal to 50% of the above amount of $310,000.00, which would equal a $155,000.00 EDA Operation Grant request.

2. This example would apply for each Grant Year:

Total applicable revenue received by the City - $290,000.00

Since this amount is below the $300,000.00 minimum required by the EDA Operation Grant Agreement, no EDA Operation Grant request should be made and no EDA Operation Grant request would be approved. However, this would be considered a grant year of the total of six (6) Grant Years for which an EDA Operation Grant request can be made.

By way of example only, assuming Developer has complied with its obligations under this EDA Operation Grant Agreement, the Facility opens on August 1, 2016, and Developer establishes the period of July 1, 2016 to June 30, 2017 as Grant Year one, if Developer wants to make an EDA Operation Grant request for the first Grant Year of July 1, 2016-June 30, 2017, it must deliver such request to the EDA between September 1, 2017 and December 1, 2017. Developer must show the total amount of revenue the City actually received only from the applicable real estate taxes and the non-dedicated portion of the transient occupancy taxes referred to in this EDA Operation Grant Agreement for the period of July 1, 2016, through June 30, 2017, amounted to over $180,000.00.

3. This example would apply only to Grant Year one of July 1, 2016 to June 30, 2017:

   Total applicable revenue received by the City - $190,000.00

   Since this amount is over the required $180,000.00 minimum required by this EDA Operation Grant Agreement, Developer could request a grant amount equal to 50% of the above amount of $190,000.00, which would equal a $95,000.00 EDA Operation Grant request

4. This example would apply only to Grant Year one of July 1, 2016 to June 30, 2017:

   Total applicable revenue received by the City - $175,000.00

   Since this amount is below the $180,000.00 minimum required by the EDA Operation Grant Agreement, no EDA Operation Grant request should be made and no EDA Operation Grant request would be approved. However, this would be considered a grant year of the total of 6 years for which an EDA Operation Grant request can be made.

F. Notwithstanding any other provisions of this EDA Operation Grant Agreement, the maximum amount of the EDA Operation Grant Funds shall be reduced (i) by the sum of $20,000.00, each month, or any part of any month thereof, after June 30, 2016, and through October 31, 2016, that the Developer has not obtained a temporary certificate of occupancy for the Facility and opened the Facility to the public for business; and (ii) in the event that the Developer fails to obtain a permanent certificate of occupancy for the Facility by October 31, 2016, by the sum of $20,000.00, each month, or any part of any month thereof, for each month after the Developer obtains a temporary certificate of occupancy for the Facility and opens the Facility to the public for business, through October 31, 2016, and thereafter, for any month, or any part of any month thereafter, until the Developer obtains a permanent certificate of occupancy and satisfies the conditions of Section 2(B)(ii), all on or before June 30, 2017.

The following examples illustrate the implementation of this provision assuming all conditions, other than conditions noted in the examples, have been satisfied:

1. In the event that the Developer (a) obtains a temporary certificate of occupancy for the Facility and opens the Facility to the public for business on July 15, 2016, (b) has spent $1,500,000.00 or more on Structural Improvements, (c) obtains a permanent certificate of occupancy on or before October 31, 2016, and (d) satisfies all other conditions of Section 2(B)(ii) hereof, including satisfaction of all obligations under the Deferral Agreement, the maximum amount of all EDA Operation Grant funds shall not exceed $1,480,000.00.

2. Assume the same example as above except that the Developer obtains a permanent certificate of occupancy on November 15, 2016, then the maximum amount of all EDA Operation Grant funds shall not exceed $1,400,000.00.

III. Exhibit D to the Original EDA Operation Grant Agreement is deleted in its entirety and replaced with Exhibit D attached hereto and made a part hereof.

SECTION 3. EFFECT.

The Original EDA Operation Grant Agreement, as amended by this Amendment No. 1, constitutes the entire agreement of the parties, enforceable in accordance with its term. Except as amended by this Amendment No. 1, the Original EDA Operation Grant Agreement remains in full force and effect in accordance with its terms and conditions.

SECTION 4. PAYMENT OF EDA'S FEES.

Developer shall pay all reasonable fees, costs, and expenses of EDA incurred by EDA in connection with this Amendment No. 1 including attorney's fees, such attorney's fees shall not exceed $2,500. EDA will submit statements for such costs and expenses including attorney's fees, to Developer and Developer shall pay such invoices within 30 days after receipt of such invoice from Developer.

SECTION 5. AUTHORITY TO SIGN.

The persons who have executed this Amendment No. 1 on behalf of their respective parties represent and warrant they are duly authorized to execute this Amendment No. 1 on behalf of their respective entities.

SIGNATURES APPEAR ON FOLLOWING PAGES

DRAFT DATE: 06.13.2016

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

WITNESS:

_____

Stephanie M. Moon Reynolds
City Clerk

CITY OF ROANOKE, VIRGINIA

By: _____

Christopher P. Morrill, City Manager

WITNESS:

_____

_____

Name and Title

(SEAL)

SOUTH COMMONWEALTH PARTNERS, LLC

By: _____

_____

Name and Title

WITNESS:

_____

Braxton G. Naff, Secretary

ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF ROANOKE, VIRGINIA

By: _____

Allen Damon Williams, Chair

Approved as to form:

_____

City Attorney

Approved as to Execution:

_____

City Attorney

Approved as to form:

_____

EDA Attorney

Approved as to Execution:

_____

EDA Attorney

Appropriations and funds required for this Amendment No.1 are subject to future Appropriation.

_____

Director of Finance

Authorized by Ordinance No. _____

Exhibit C to Performance Agreement Regarding Operation Period Economic Development Grant Among City of Roanoke, Virginia; Economic Development Authority of the City of Roanoke; and South Commonwealth Partners, LLC, dated December 18, 2013.

Total Construction and Related Development Expenses for Hampton Inn & Suites Hotel (Facility) including Structural Improvements:

Building hard costs	$12,107,000
Landscaping	$20,000
Furniture, fixtures & equipment (FF&E)	$2,122,000
FF&E Design & Purchasing fees to third party	$115,000
Initial inventories	$215,000
Preopening operations	$200,000
Architectural, engineering & testing	$502,000
Closing costs, recording fee, taxes, title insurance	$100,000
Franchise commitment fee	$75,300
Appraisal/market study	$25,000
Overhead & project expense	$100,000
Legal	$50,000
Lender's fees	$65,000
Construction loan interest	$600,000
Contingency and working capital	$715,000
TOTAL	**$17,011,300**

DRAFT DATE: 06.13.2016

Exhibit D to
Performance Agreement Regarding Operation Period Economic Development Grant among the City of Roanoke, Virginia
South Commonwealth Partners, LLC, and the Economic Development Authority of the City of Roanoke, Virginia

EDA Operation Grant Request Form

This EDA Operation Grant Request is submitted pursuant to a certain Performance Agreement Regarding Operation Period Economic Development Grant dated December 18, 2013, and as amended (the "EDA Operation Grant Agreement"), by and among the City of Roanoke, Virginia, ("City"), South Commonwealth Partners, LLC, ("Developer"), and the Economic Development Authority of the City of Roanoke, Virginia, ("EDA"). Terms defined herein shall have the same meanings ascribed to such terms in the EDA Operation Grant Agreement.

The EDA Operation Grant Agreement provides that Developer shall perform and comply with certain obligations as set forth in the EDA Operation Grant Agreement in order to qualify to receive and to continue to receive an EDA Operation Grant for each Grant Year as set forth in such EDA Operation Grant Agreement. Upon compliance with the provisions of the EDA Operation Grant Agreement, Developer may make a request to the EDA for an EDA Operation Grant in accordance with the procedures set forth in the EDA Operation Grant Agreement and subject to the terms and limitations on the amount of such Grant as further set forth in the EDA Operation Grant Agreement. Furthermore, Developer must supply sufficient documentation as required by the EDA Operation Grant Agreement in order to document Developer's request and Developer's compliance with the EDA Operation Grant Agreement. Each Grant Year is to be considered separately for compliance with the requirements for an EDA Operation Grant Request.

Developer warrants and represents that it has complied with all the terms and conditions of the EDA Operation Grant Agreement necessary for Developer to obtain EDA Operation Grant Funds from the EDA, including, but not limited to, the applicable provisions of Section 2 of the EDA Operation Grant Agreement.

Attached to this EDA Operation Grant Request form is the information Developer represents as being sufficient to demonstrate that the City has been paid and has actually received the sum of $_____ from the applicable revenue sources referred to in the EDA Operation Grant Agreement from the Project for the prior Grant Year of July 1, _____, through June 30, _____, and that such amount exceeds the sum of $300,000.00 [Note: the last part of this sentence referring to the $300,000.00 amount will be applicable starting with the second Grant Year, as provided for in the EDA Operation Grant Agreement, if Developer has established the first Grant Year as the period of July 1, 2016 to June 30, 2017. For such first Grant Year the number would be $180,000] and that the Developer has complied with all requirements of the EDA Operation Grant Agreement to qualify it to receive this EDA Operation Grant. Accordingly, Developer hereby requests from the EDA an EDA Operation Grant, as provided for in the EDA Operation Grant Agreement, in the amount of $_____, which is an amount that is allowed by the terms of such EDA Operation Grant

Agreement and which is supported by the attached documentation as Attachment A to this EDA Operation Grant Request. This EDA Operation Grant Request is for Grant Year No. _____.

Amounts previously paid by the EDA to Developer in EDA Operation Grants total $_____. Since the maximum amount of all EDA Operation Grants that may be requested and/or provided for under the EDA Operation Grant Agreement is $1,500,000.00(US), or, in the event the requirements of Sections 2.B.i. and 3.D. of the EDA Operation Grant Agreement are not met, such lesser amount as may be permitted under the EDA Operation Grant Agreement, the total remaining amount that Developer may request by future EDA Operation Grant Requests is $_____.

The EDA Operation Grant Agreement provides an EDA Operation Grant Request may be requested for a maximum period of six (6) consecutive years, which shall begin and include, at Developer's election made on or before September 1, 2017, either (i) the first Grant Year starting July 1, 2016 and ending June 30, 2017; or (ii) the first Grant Year starting July 1, 2017 and ending June 30, 2018; and, under either first Grant Year selected by Developer, the EDA Operation Grant being reduced by the reduction formula set forth in Section 3 F of the EDA Operation Grant Agreement if the requirements of Section 2.B.i. of the EDA Operation Grant Agreement are not met. Therefore, since this is EDA Operation Grant Request No. _____ for the Grant Year July 1, _____, through June 30, _____, there remain(s) _____ consecutive years for which an EDA Operation Grant Request may be made by Developer provided Developer complies with the terms and provisions of the EDA Operation Grant Agreement. No EDA Operation Grant Request may be presented for the Grant Year July 1, 2021-June 30, 2022, and must be submitted on or before December 1, 2022, if the first Grant Year selected by Developer is the period July 1, 2016 to June 30, 2017. No EDA Operation Grant Request may be presented for the Grant Year July 1, 2022-June 30, 2023, and must be submitted on or before December 1, 2023, if the first Grant Year selected by Developer is the period July 1, 2017 to June 30, 2018.

In the event of a conflict or difference between the terms of the EDA Operation Grant Agreement and those contained in this EDA Operation Grant Request form, the terms and provisions of the EDA Operation Grant Agreement shall control.

Developer respectfully requests that the EDA process this EDA Operation Grant Request through the City and send copies to the City Manager and the City's Economic Development Administrator, in accordance with the provisions of the EDA Operation Grant Agreement.

This EDA Operation Grant Request is dated _____.

WITNESS:	South Commonwealth Partners, LLC
_____	By: _____
_____	_____
Printed Name and Title	Printed Name and Title

Exhibit A to EDA Operation Grant Request Dated _____

[Attach verification of the expenditures for such items, and their related costs, referenced in Exhibit B of the EDA Operation Grant Agreement, by submitting invoices, statements showing the cost of items, a spreadsheet showing such expenses, and/or other documents and information reasonably acceptable to the EDA and the City to document the expenditures incurred and as listed in Exhibit B of the EDA Operation Grant Agreement]

2C

7.a.12.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the proper City officials to issue and execute an Amendment No. 1 to the Performance Agreement Regarding Operation Period Economic Development Grant (Original EDA Operation Grant Agreement) among the City of Roanoke (City), the Economic Development Authority of the City of Roanoke, Virginia, (EDA), and South Commonwealth Partners, LLC, (Amendment No. 1), that provides for grants not to exceed a total of $1,500,000 subject to certain undertakings and obligations by the parties in connection with the development of certain portions of property located at 25 Church Avenue, S.E., Roanoke, Virginia 24011 for the construction and operation of a hotel (Project); 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 Amendment No. 1; and dispensing with the second reading of this Ordinance by title.

WHEREAS, South Commonwealth Partners, LLC, has diligently pursued construction of the Project and is unable to satisfy certain requirements for completion of the Project in accordance with the performance schedule set forth in the Original EDA Operation Grant Agreement, all as set forth in the City Council Agenda Report dated June 20, 2016;

WHEREAS, South Commonwealth Partners, LLC, has requested the Original EDA Operation Grant Agreement be amended to provide South Commonwealth Partners, LLC, with deferral of certain obligations, which are outlined in Amendment No. 1, a copy of which is attached to the above referenced Agenda Report;

WHEREAS, Amendment No. 1 amends certain obligations of South Commonwealth Partners, LLC, currently under the Original EDA Operation Grant Agreement that are detailed in the above referenced Agenda Report; and

WHEREAS, the City and the EDA wish to encourage South Commonwealth Partners, LLC, to complete the Project in order to enhance and promote economic development within the City and the Roanoke Region.

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

1. City Council finds that the proposed Amendment No. 1 will encourage South Commonwealth Partners, LLC to complete the Project in a timely manner and completion of the Project will enhance and promote economic development within the City and the Roanoke Region. City Council hereby approves the terms of Amendment No. 1 among the City, the EDA, and South Commonwealth Partners, LLC, as set forth in the attachment to the City Council Agenda Report dated June 20, 2016, which provides for certain undertakings and obligations by South Commonwealth Partners, LLC.

2. The City Manager is hereby authorized on behalf of the City to execute Amendment No. 1 among the City, the EDA, and South Commonwealth Partners, LLC, upon certain terms and conditions as set forth in the City Council Agenda Report dated June 20, 2016. Amendment No. 1 shall be substantially similar to the one attached to such Agenda Report and in a form approved by the City Attorney. Such Amendment No. 1 will also be subject to the approval of the EDA.

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 such Amendment No. 1. Such other documents shall be in a form approved by the City Attorney.

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

ATTEST:

City Clerk.

7.a.13.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **Transfer of Funds (CM16-00085)**

Background:

City Council appropriates funds through the annual budget adoption ordinance or through Council action during the fiscal year. For the General Fund, Internal Service Funds, and Enterprise Funds, the budget is adopted by fund with appropriations noted by department and division. The appropriation of funds to the Capital Project Fund and Grant Fund is at the project level.

Transfers of funds are managed under established guidelines and require specific approvals through a workflow process. City Code Section 2 - 121 provides that the City Manager may make or cause to be made transfers up to $75,000 within or between several departments and divisions set forth by fund in the annual appropriation ordinance, except during the period from April 1 through June 30 annually when the City Manager may make transfers in excess of $75,000. The Director of Finance reports transfers on a quarterly basis.

Considerations:

The current transfer authority was amended in November 2000 to a maximum of $75,000. The current limit of $75,000 is no longer considered effective for efficient administration of the budget.

Roanoke County and Salem currently allow fund transfers within funds with no maximum limit as the transfers do not change the aggregate budget appropriation.

The recommended action outlined below was approved by the Audit Committee on June 8, 2016

Recommended Action:

Amend City Code Sec. 2-121 to allow the transfer of funds in any amount within and between funds.

The Director of Finance will report to City Council, on a quarterly basis, transfers in excess of $100,000 between funds and between project /program accounts in the Capital Project Fund and Grant Fund.

For Christopher P. Morrill
City Manager

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

7.a.13.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 2-121, Authority to transfer funds, of Article V, City Manager, of Chapter 2, Administration, of the Code of the City of Roanoke (1979), as amended, to provide for the authorization of the City Manager to transfer funds; providing for an effective date; 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 2-121, Authority to transfer funds, of Article V, City Manager, of Chapter 2, Administration, of the Code of the City of Roanoke (1979), as amended, is hereby amended and reordained to read and provide as follows:

§2-121. Authority to transfer funds.

~~The city manager may make or cause to be made transfers up to seventy-five thousand dollars ($75,000.00) within or between the several departments and divisions set forth by fund in the annual appropriation ordinance, except during the period from April 1 through June 30 annually, the city manager may make transfers in excess of seventy-five thousand dollars ($75,000.00) within or between the several departments and divisions set forth by fund in the annual appropriation ordinance. The director of finance shall report all such transfers to city council on a quarterly basis.~~

The city manager may make or cause to be made transfers of any amount within or between funds during the fiscal year and after June 30th to ensure proper expenditure reporting and budgetary controls for the prior fiscal year. The Director of finance shall report to city council on a quarterly basis transfers in excess of $100,000 between funds, as well as between project and program accounts in the capital project fund and grant fund.

2. This Ordinance shall be in full force and effect on and after July 1, 2016.

3. Pursuant to §12 of the Roanoke 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: **June 20, 2016**

Subject: **Authorizing Request for Application to the *Choice Neighborhoods Implementation Grant Program* (CM16-00087)**

Background:

The United States Department of Housing and Urban Development's (HUD) place-based initiative to support the goal of neighborhood revitalization and empowerment to residents living in those neighborhoods is the *Choice Neighborhoods Implementation Grant Program* (Program). In March, HUD published a Notice of Funding Availability to interested parties, local governments, and local housing authorities identifying the time line and procedures for the development and receipt of applications to the Program. An implementation grant is intended to support those communities that have undergone a comprehensive local planning process and are proposing to implement their "Transformation Plan" to redevelop and revitalize a neighborhood or neighborhoods. The individual grants are anticipated to be awarded in increments not to exceed $30,000,000 each, subject to total funding availability for Federal Fiscal Year 2016.

Eligible applicants are public housing authorities, local governments, for-profit entities, non-profit entities and tribal entities. A unit of local government must be either the Lead Applicant or the Co-Applicant in all applications. The City of Roanoke, in conjunction with the Roanoke Redevelopment and Housing Authority (RRHA) and the Council of Community Services (CCS) proposes to submit an application to the Program for the Loudon-Melrose/Shenandoah West area of the City. The City submitted a similar Choice Neighborhoods Grant application to HUD for consideration in February, 2015, but was not selected for funding.

Considerations:

In October, 2012, RRHA received a HUD Choice Neighborhoods Initiative Planning Grant to bring together the many stakeholders in the Loudon-Melrose/Shenandoah West neighborhoods and to leverage the variety of existing resources in order to create a Transformation Plan to address many of the negative influences that adversely affect the community and also to build upon its assets. The Transformation Plan boundary encompasses the Loudon-Melrose/Shenandoah West neighborhoods as defined in the City of Roanoke Comprehensive Plan, Vision 2001-2020. The focus of the Transformation Plan

is the overhaul of two public housing sites owned and operated by the RRHA - Lansdowne Park (300 units) and Melrose Towers (212 units), construction or rehabilitation of neighborhood housing, improvement of adjacent parks and other public facilities and amenities, and enhancement of transportation corridors. The Transformation Plan, which encompasses over 160 pages of data, analysis, community goals and objectives, and a planning and implementation framework was compiled and completed in October, 2014. This Transformation Plan is the framework around which the City of Roanoke's two applications to the Program has been developed.

The guidelines for the Program require that the Program fund three basic areas of improvement. Up to fifteen percent (15%) of Program funds are to be used for community and economic development activities to enhance neighborhood outcomes proposed in the Transformation Plan. Up to another fifteen percent (15%) of Program funds may be used for supportive services which include activities and programs to promote upward mobility, self-sufficiency, and improve quality of life of the residents in the Transformation Plan neighborhoods. The remaining Program funds (no less than seventy percent (70%)) are to be used for improvements to housing stock, removal and replacement of public housing, and other related housing programs within the Transformation Plan neighborhoods.

There is a five percent (5%) minimum threshold funding match requirement for the Program. This match can be comprised of cash or in-kind donations. Examples of such eligible matching contributions include the City's Community Development Block Grant (CDBG)/HOME annual program which began transitioning into the Transformation Plan neighborhoods in Fiscal Year 2016, and the City's proposed renovation and expansion of the Melrose Library anticipated in Fiscal Year 2018.

The application will also identify leveraged in-kind services from many community organizations active in the Transformation Plan development including, but not limited to, the Council of Community Services, Goodwill, Total Action for Progress (TAP), United Way of Roanoke Valley, Carilion Clinic, New Horizons Health Care, and Roanoke City Public Schools. The deadline for submitting an application to the Program is June 28, 2016. It is anticipated that HUD will make an announcement of funding awards in September, 2016. The Program grant funds will expire on September 30, 2022.

Recommended Action:

Authorize the City Manager to execute and submit an application to the Department of Housing and Urban Development's *Choice Neighborhoods Implementation Grant Program* for an amount not to exceed $30 Million on or before June 28, 2016.

Authorize the City Manager to take such further action and execute such documents, approved as to form by the City Attorney, as necessary to submit the above application and to furnish such additional information and/or documents as may be required for such application.

for R. Brian Townsend

Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers
Brian Townsend, Assistant City Manager for Community Development
Barbara A. Dameron, Director of Finance
Chris Chittum, Director, Planning Building and Development
Glenda Edwards Goh, Executive Director, Roanoke Redevelopment and Housing Authority

JST 6/15/16

7.a.14.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the City Manager to submit an application to the Department of Housing and Urban Development's Choice Neighborhoods Implementation Grant Program for an amount not to exceed $30,000,000.00; and authorizing the City Manager to take additional actions in connection with such application.

WHEREAS, in 2016, the Department of Housing and Urban Development ("HUD") published a Notice of Funding Availability to interested parties, local governments, and local housing authorities, identifying the timeline and procedures for the development and receipt of applications to the Choice Neighborhoods Implementation Grant Program ("Program");

WHEREAS, in October, 2012, the Roanoke Redevelopment and Housing Authority ("RRHA") received a HUD Choice Neighborhoods Initiative Planning Grant to create a Transformation Plan for the Loudon-Melrose/Shenandoah West neighborhoods;

WHEREAS, the RRHA's Transformation Plan is the framework around which the City of Roanoke's application to the Program has been developed;

WHEREAS, the guidelines for the Program require that the Program fund three basic areas of improvement, as more fully set forth in the City Council Agenda Report dated June 20, 2016; and

WHEREAS, there is a five percent (5%) minimum threshold funding match requirement for the Program which may be met by cash or in-kind donations.

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

1. The City Council hereby authorizes the City Manager to submit an application for the Department of Housing and Urban Development's Choice Neighborhoods Implementation Grant Program for an amount not to exceed $30,000,000.00, as more fully set forth in the City Council Agenda Report dated June 20, 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 in connection with such application, such documents to be approved as to form by the City Attorney, and to take any other actions to respond to any inquiries or provide supplemental information.

ATTEST:

City Clerk

7.b.1.

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

Daniel J. Callaghan
City Attorney

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

June 20, 2016

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

Re: Designation of FOIA Officer

Mayor Bowers and Members of Council

BACKGROUND

During its 2016 Session, the General Assembly passed House Bill 818 and Governor McAuliffe signed this bill into law as Chapter 748, Laws of 2016. This law requires each locality with more than 250 residents to "designate and publicly identify one or more Freedom of Information Act officers (FOIA officer)." The FOIA officer will be responsible to serve as "a point of contact for members of the public in requesting public records and to coordinate the public body's compliance with" the Freedom of Information Act. Chapter 748 becomes effective on July 1, 2016.

City administration has discussed implementation of Chapter 748 and recommends that Melinda Butler Mayo, the current Communications and Media Officer for the City, be designated as the FOIA officer for the City. Ms. Mayo's office currently receives a significant portion of the FOIA requests that come to the City. Ms. Mayo works closely with the City Clerk and the City Attorney in coordinating the responses. The City Attorney's office will continue to work closely with Ms. Mayo in this position, including providing Ms. Mayo with training as required by Chapter 748.

Chapter 748 also specifically provides that constitutional officers are "local public bodies" for purposes of Chapter 748. The City Manager has offered to enter into Memoranda of Understanding with each constitutional officer to allow Ms. Mayo to serve as FOIA officer for such constitutional officers.

City administration will provide notice of this designation on its website, along with contact information for Ms. Mayo.

City administration anticipates that this designation shall not disrupt the City's current practices and procedures for processing requests for public records under FOIA. In many instances, citizens make requests to the City Clerk or other departments within the City. The designation of Ms. Mayo as FOIA officer should promote and enhance the City's current procedures.

RECOMMENDATION

Adopt a resolution designating Melinda Butler Mayo as the FOIA officer for the City in accordance with Chapter 748, Laws of 2016, Acts of Assembly, and authorizing the City Manager to enter into Memoranda of Understanding with each constitutional officer to allow Ms. Mayo to serve as FOIA officer for such constitutional officers.

Sincerely,

Daniel J. Callaghan
City Attorney

DJC/lsc

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
Troy D. Harmon, City Auditor
Stephanie Moon Reynolds, City Clerk
Tim Allen, Sherriff
Donald Caldwell, Commonwealth's Attorney
Brenda Hamilton, Clerk of Circuit Court
Sherman Holland, Commissioner of the Revenue
Evelyn Powers, Treasurer

7.b.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION pursuant to Chapter 748, Laws of 2016, Acts of Assembly designating Melinda Butler Mayo, Communications and Media Officer as the City of Roanoke's Freedom of Information Act officer; authorizing the City Manager to enter into Memoranda of Understanding with each constitutional officer to allow Ms. Mayo to serve as FOIA officer for such constitutional officers; and providing for an effective date.

WHEREAS during its 2016 Session, the General Assembly passed House Bill 818 requiring each locality with more than 250 residents to designate and publicly identify one or more Freedom of Information Act officers (FOIA officer);

WHEREAS, the FOIA officer will be responsible to serve as a point of contact for members of the public in requesting public records and to coordinate the public body's compliance with the Freedom of Information Act.

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

1. Melinda Butler Mayo is hereby designated as the City of Roanoke's Freedom of Information Act Officer.

2. The City Manager is hereby authorized to enter into enter into Memoranda of Understanding with each constitutional officer to allow Ms. Mayo to serve as FOIA officer for such constitutional officers as more fully set out in the City Council Agenda Report dated June 20, 2016.

3. This Resolution shall be in full force and effect on and after July 1, 2016.

ATTEST:

City Clerk.

K:\Measures\Designation of Melidan Mayo as FOIA Officer 6 16.docx

7.c.1.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **City of Roanoke Pension Plan Member Contributions and Interest on Member Contribution Account**

Background

The City of Roanoke Pension Plan (Plan) is a multi-employer Plan. The Plan covers substantially all full-time regular employees of the City of Roanoke, the Roanoke Regional Airport Commission, and the Roanoke Valley Detention Commission, certain employees of the Roanoke Valley Resource Authority, certain employees of the Western Virginia Water Authority, and certain non-professional City School Board employees. Employees of the City Sheriff's Department are not covered by the Plan.

Effective July 1, 2014, all newly hired or rehired Plan members began to share funding of their pension benefit by contributing 5% of their earnable compensation into the Plan. Effective July 1, 2015, all members hired prior to July 1, 2014 began to share funding of their pension benefit by contributing 5% of their earnable compensation into the Plan. Section 22.3-27(j), Code of the City of Roanoke (1979), as amended, provides for application of interest to accumulated member contributions annually. Initially, the rate of interest shall be 3% beginning the first day of the fiscal year following the year in which the contribution was made. Interest is to be credited in subsequent years at a rate to be determined annually by City Council.

Considerations

The Board of Trustees, in conjunction with the Pension Investment Committee and the Plan's investment consultant, reviewed various alternatives for the determination of an appropriate rate of interest. Consideration was given to the prevailing market interest rate, the application of an interest rate index such as US Treasury rates, the desire to provide a reasonable rate of return on member contributions, and the administrative application of the chosen interest rate.

Recommendation

Adopt an ordinance to amend Section 22.3-27(j), Code of the City of Roanoke (1979), as amended, to provide for the application of interest at a rate of 2% annually applicable to the fiscal year beginning July 1, 2017, and continuing thereafter until modified by City Council. .

Respectfully submitted,

Sherman M. Stovall
For Christopher P. Morrill
City Manager

Barbara A. Dameron
Barbara A. Dameron
Director of Finance

c: Council Appointed Officers
Sherman M. Stovall, Assistant City Manager
R. Brian Townsend, Assistant City Manager
Andrea F. Trent, Assistant Director of Finance
Michele Vineyard, Director of Human Resources

7.C.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining Section 22.3-27(j), Contributions and member's contribution account, Article IV, Contributions, of Chapter 22.3, Pensions and Retirement, Code of the City of Roanoke (1979), as amended; providing for effective dates; and dispensing with the second reading of this ordinance by title.

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

1. Chapter 22.3, Pensions and Retirement, of the Code of the City of Roanoke (1979), as amended, is amended and reordained to read and provide as follows:

Sec. 22.3-27. Contributions and member's contribution account.

* * *

j. All member contributions and interest allowances shall be credited to the member contribution account. Accumulated contributions required to be returned to the member or required to be paid on account of the member's death shall be paid from the member contribution account. **Beginning July 1, 2015, the member contribution account of each active member shall be credited with interest at a rate of three percent (3%) annually. Beginning on July 1, 2017, and continuing thereafter until modified by City Council.**~~, A~~as of each June 30, the member contribution account of each active member shall be credited with interest at a rate of two percent (2%) annually~~to be determined annually by the council. Initially, the rate shall be three (3) percent annually.~~ Interest shall accrue on any contribution beginning on the first day of the fiscal year following the year in which the contribution was made. No interest shall be credited to the member contribution account after the effective date of the member's retirement.

* * *

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

3. This ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

NOTICE:

The report for Item 7.c.2., was not available for scanning.

7.C.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending and reordaining, Section 22.3-78 (b) and (e), Administration and Investment, Article XIV, Defined Contribution Plan, Chapter 22.3 Pensions and Retirement, Code of the City of Roanoke (1979) as amended, providing for an effective date; and dispensing with the second reading of this ordinance by title.

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

1. Section 22.3-78, Administration and Investment, Article XIV, Defined Contribution Plan, Chapter 22.3, Code of the City of Roanoke (1979) as amended, is hereby amended and reordained to read and provide as follows:

* * *

Sec. 22.3-78. Administration and Investment.

* * *

(b) The defined contribution board shall be appointed by city council and shall consist of five (5) members as follows: the assistant city manager of operations, ex-officio; the director of finance, ex-officio; the director of human resources, ex-officio; and two (2) members appointed by the assistant city manager of operations, who shall not be the director of finance. The members designated by the assistant city manager of operations shall serve terms of four (4) years

* * *

(e) The defined contribution board shall develop an investment policy and provide a broad array of investment options into which participants in the defined contribution plan may direct the invest[-ments] of their accounts.

* * *

2. This ordinance shall become effective on and after July 1, 2016.

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

ATTEST:

City Clerk.

E.a.

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

June 20, 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, June 14, 2016, the Board respectfully requests that City Council approve the following revised appropriation request:

Revised Appropriation	Additional Award
Regional Alternative Education Program 2015-2016	$6,489.00

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

Sincerely,

Cindy H. Poulton

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Suzanne P. Moore
Rita D. Bishop
Kathleen Jackson
Acquenatta Harris (w/details)

8.a.

CITY COUNCIL AGENDA REPORT

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

Meeting: **June 20, 2016**

Subject: **School Board Appropriation Request**

Background:

As the result of official Roanoke City School Board action at its June 14, 2016 meeting, the Board respectfully requested that City Council appropriate funding as outlined in this report.

The Regional Alternative Education Program 2015-2016 grant of $6,489 provides funds for students who are academically delayed and provides the opportunity to participate in an accelerated academic program. This is a revision to the original award allocation, will be fully reimbursed by state funds and will end June 30, 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.

Barbara A. Dameron
Director of Finance

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

8.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the 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			
Instruction-Teacher	302-191-1302-0553-325K-61100-41121-3-02	$	2,247
Payment of Joint Operations	302-191-1302-0553-325K-61100-42201-3-02		4,056
Social Security	302-191-0000-0553-325K-61100-47701-9-02		186
Revenues			
State Grant Receipts	302-000-0000-0553-325K-00000-32272-0-00	$	6,489

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.

E.b.

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

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

June 20, 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, June 14, 2016, the Board respectfully requests that City Council approve the amendment to the Schools 2016-17 Budget as outlined on the attached.

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

Sincerely,

Cindy H. Poulton

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron
Suzanne P. Moore
Rita D. Bishop
Kathleen Jackson
Acquenatta Harris

www.rcps.info p: 540.853.2381 f: 540.853.2951 P.O. Box 13145 Roanoke VA 24031

BUDGET AMENDMENT

June 2016

Adjusting Revenues to match final budgets adopted by the Commonwealth of Virginia and the City of Roanoke after the RCPS Categorical Budget was adopted on March 8, 2016.

Adjusting the Budgeted Use of Fund Balance in accordance with Agenda Item C.

REVENUE CATEGORY	FY 2016-17 BUDGET As Adopted 3/8/16	FY 2016-17 BUDGET Updated Category Totals	Adjustment Between Categories
STATE	67,061,884	67,132,423	70,539
STATE SALES TAX	15,048,800	14,936,781	(112,019)
OTHER REVENUE	2,200,000	2,200,000	0
TOTAL NON-CITY	84,310,684	84,269,204	(41,480)
CITY FUNDS	80,022,800	80,402,800	380,000
TOTAL OPERATING REVENUE	164,333,484	164,672,004	338,520
TOTAL ATHLETICS REVENUE	190,000	190,000	0
INTERFUND TRANSFER FROM FOOD SERVICE	300,000	300,000	0
TOTAL GENERAL FUND BEFORE USE OF FUND BALANCE	**164,823,484**	**165,162,004**	**338,520**
FUNDS REQUIRED FROM FUND BALANCE	7,339,725	7,995,034	655,309
TOTAL GENERAL FUND	**172,163,209**	**173,157,038**	**993,829**
FOOD SERVICE FUNDS	8,292,488	8,292,488	0
FUNDS REQUIRED FROM FUND BALANCE	0	0	0
TOTAL FOOD SERVICE FUND	**8,292,488**	**8,292,488**	**0**
GRAND TOTAL FUNDS	**180,455,697**	**181,449,526**	**993,829**

Adjusting the Debt Service expenditure budget to match projections received from the City of Roanoke after the RCPS Categorical Budget was adopted on March 8, 2016.

Increasing the Instruction Expenditure Budget in accordance with Agenda Item C.

EXPENDITURE CATEGORY	FY 2016-17 BUDGET As Adopted 3/8/16	FY 2016-17 BUDGET Updated Category Totals	Adjustment Between Categories
Instruction	113,520,323	114,770,323	1,250,000
Administration, Attendance , & Health	14,485,894	14,485,894	0
Transportation	11,268,780	11,268,780	0
Operations & Facilities	16,310,918	16,310,918	0
Debt Service	14,594,651	14,338,480	(256,171)
Subtotal - General Fund (Excluding Athletics)	**170,180,566**	**171,174,395**	**993,829**
Athletics	**1,982,643**	**1,982,643**	0
TOTAL GENERAL FUND	**172,163,209**	**173,157,038**	**993,829**
Food Services	**8,292,488**	**8,292,488**	0
Grand Total Funds	**180,455,697**	**181,449,526**	**993,829**

8.b.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: June 20, 2016

Subject: Amendment to the Roanoke City Public Schools (RCPS) FY 2016-2017 Categorical Budget

Background:

On June 14, 2016, the School Board approved an amendment to the RCPS FY 2016-2017 Categorical Budget for the General Fund. The amendments are as follows:

	ADOPTED AS 3/8/16 CATEGORICAL BUDGET	AMENDED CATEGORICAL BUDGET	DIFFERENCE ADOPT / AMENDED
GENERAL FUND			
REVENUE CATEGORY			
STATE	$ 67,061,884	$ 67,132,423	$ 70,539
STATE SALES TAX	15,048,800	14,936,781	(112,019)
OTHER REVENUE	2,200,000	2,200,000	-
CITY FUNDS	80,022,800	80,402,800	380,000
ATHLETICS REVENUE	190,000	190,000	-
INTERFUND TRANSFER FROM FOOD SERVICE	300,000	300,000	-
TOTAL REVENUES	164,823,484	165,162,004	338,520
EXPENDITURE CATEGORY			
INSTRUCTION	113,520,323	114,770,323	1,250,000
ADMINISTRATION/ATTENDANCE AND HEALTH	14,485,894	14,485,894	-
TRANSPORTATION	11,268,780	11,268,780	-
OPERATIONS AND FACILITIES	16,310,918	16,310,918	-
DEBT SERVICE	14,594,651	14,338,480	(256,171)
ATHLETICS	1,982,643	1,982,643	-
TOTAL EXPENDITURES	172,163,209	173,157,038	993,829
FUND BALANCE	$ (7,339,725)	$ (7,995,034)	$ (655,309)

	ADOPTED AS 3/8/16 CATEGORICAL BUDGET	AMENDED CATEGORICAL BUDGET	DIFFERENCE ADOPT / AMENDED
FOOD SERVICE FUND			
REVENUES	$ 8,292,488	$ 8,292,488	$ -
EXPENDITURES	8,292,488	8,292,488	-

Considerations

The Commonwealth of Virginia and the City of Roanoke budgets were adopted after RCPS was required to have the schools budget prepared. RCPS amendments to the schools FY 2016-2017 categorical budget included adjustments to revenues to match final budgets adopted by the Commonwealth of Virginia and the City of Roanoke and an increase in teacher salaries to make RCPS more competitive with surrounding localities. A portion of the increased salary cost will be funded from fund balance. The Debt Service expenditure budget was decreased to match projections received from the City of Roanoke.

Recommended Action:

We recommend that you concur with this report of the School Board and adopt the amendment to the FY 2016-17 Categorical Budget. Adopt the accompanying budget ordinance to increase revenues, expenditures and adjust the fund balance of the School Board General Fund.

Barbara A. Dameron
Director of Finance

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

8.b.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to adopt an amendment to the 2016-2017 School Board Categorical Budget, amending and reordaining certain sections of the School General Fund Appropriation and dispensing with the second reading by title of this ordinance.

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

School General Fund	
Appropriations	$ 993,829
Revenue	338,520
Fund Balance	(655,309)

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.