



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

**ROANOKE CITY COUNCIL
ROANOKE CITY SCHOOL BOARD
AUGUST 1, 2016**

9:00 A.M.

**ROUNDHILL ELEMENTARY SCHOOL
2020 OAKLAND BOULEVARD, N. W.**

AGENDA

1. Call to Order -- Roll Call.

- City Council
- School Board

2. Welcome and Opening Remarks.

- Mayor Sherman P. Lea, Sr.
- Chair Annette Lewis

3. City Council/School Board Items for Discussion and Comments:

- After School Program Update (Council Member Garland)
- Anticipated School Closures (Council Member Garland)
- Attendance Works (School Superintendent)
- Capital Improvements Plan (Council Member Garland/School Superintendent)
- Graduation Rate (Council Member Garland/School Superintendent)
- Outsourcing Update (Council Member Trinkle)
- Population Trends (School Superintendent)
- RCPS Plus (School Superintendent)
- Recruitment and Retention Efforts of Minorities (Vice-Mayor Price)
- Responses to concerns expressed by parents, including concerns expressed to the Board at meetings (Council Member Ferris)
- Step Salary Schedule Adjustments (Council Member Trinkle)
- Student Homelessness Update (School Superintendent)
- Teacher Shortages (Council Member Garland/School Superintendent)

4. Recess - Council/Adjourn - School Board.

- **Tour facility following the recess/adjournment.**

City Council meeting will stand in recess and reconvene at 11:00 a.m., in the Council Chamber, Room 450, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W.



**ROANOKE CITY COUNCIL
INFORMAL SESSION**

**AUGUST 1, 2016
11:00 A.M.**

**CITY COUNCIL CHAMBER
ROOM 450**

AGENDA

Call to Order -- Roll Call

Welcome. Mayor Sherman P. Lea, Sr.

NOTICE

This morning meeting and briefings will be televised live and replayed on RVTV Channel 3 on Thursday, August 4 immediately following the 2:00 p.m. session at 7:00 p.m.; and Saturday, August 6 at 4:00 p.m.; and video streamed by Internet through Rev.Net Technologies, Inc., at <http://www.wrev.net>. Council Meetings are offered with closed captioning for the hearing impaired.

ITEMS FOR ACTION:

A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

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A communication from Mayor Sherman P. Lea, Sr., requesting that Council convene in a Closed Meeting to discuss the 2016 Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended.

P 14

A communication from the City Manager requesting that City Council convene in a Closed Meeting to discuss the disposition of City-owned property located at 1015 Jamison Avenue, S. E., Official Tax Map No. 4120808, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

P 15

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

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A communication from the City Manager requesting that City Council convene in a Closed Meeting to discuss a proposal for the disposition of City-owned properties located at 2750 Hoover Street, N. W., Official Tax Map No. 2430601, and 1201 Prillaman Avenue, N. W., Official Tax Map No. 2440715, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

P 17

A communication from the City Attorney requesting that Council convene in a Closed Meeting regarding consultation with legal counsel and briefing by staff pertaining to actual litigation, where such consultation and briefing in an open meeting would adversely affect the negotiating or litigating position of City Council, pursuant to Section 2.2- 3711(A)(7), Code of Virginia (1950), as amended.

P 18

A communication from the City Attorney requesting that Council convene in a Closed Meeting regarding consultation with legal counsel and briefing by staff pertaining to actual litigation, where such consultation and briefing in an open meeting would adversely affect the negotiating or litigating position of City Council, pursuant to Section 2.2- 3711(A)(7), Code of Virginia (1950), as amended.

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ITEMS LISTED ON THE 2:00 P.M. COUNCIL DOCKET REQUIRING DISCUSSION/CLARIFICATION AND ADDITIONS/DELETIONS TO THE 2:00 P.M. AGENDA. (5 MINUTES)

TOPICS FOR DISCUSSION BY THE MAYOR AND MEMBERS OF COUNCIL. (5 MINUTES)

BRIEFINGS:

- Brush Collection - 30 Minutes

THE COUNCIL MEETING WILL STAND IN RECESS UNTIL 2:00 P.M., FOR A CLOSED MEETING IN THE COUNCIL'S CONFERENCE ROOM, ROOM 451, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**AUGUST 1, 2016
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by Christopher B. Bordeaux, Pastor, Church of Christ Scientist Roanoke.

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

Welcome. Mayor Lea.

NOTICE:

Today's Council meeting will be televised live and replayed on RVTV Channel 3 on Thursday, August 4 at 7:00 p.m., and Saturday, August 6 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:

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:

**ARCHITECTURAL REVIEW BOARD
UNEXPIRED TERM OF OFFICE ENDING OCTOBER 1, 2016**

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

**ECONOMIC DEVELOPMENT AUTHORITY – ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING OCTOBER 20, 2017**

**FAIR HOUSING BOARD
UNEXPIRED TERM OF OFFICE ENDING MARCH 31, 2019**

**PERSONNEL AND EMPLOYMENT PRACTICES COMMISSION
CITY RETIREE – ONE VACANCY
THREE-YEAR TERM OF OFFICE ENDING JUNE 30, 2019**

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

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

**ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION -
ONE VACANCY
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2018**

**YOUTH SERVICES CITIZEN BOARD – TWO VACANCIES
UNEXPIRED TERM OF OFFICE ENDING JUNE 30, 2018
THREE YEAR TERM OF OFFICE ENDING JUNE 30, 2019**

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Roanoke City Chief of Police Badge Pinning Ceremony.

City of Roanoke and City of Roanoke Pension Plan - GFOA Certificates of Achievement for Excellence in Financial Reporting.

3. HEARING OF CITIZENS UPON PUBLIC MATTERS:

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

4. CONSENT AGENDA:

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

C-1 Minutes of the regular meetings of City Council held on Monday, April 4, 2016 and Monday, April 18, 2016; and a recessed meeting held on Thursday, April 28, 2016.

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

C-2 A communication from the City Manager requesting that the City Clerk be authorized to schedule and advertise a public hearing for August 15, 2016 at 7:00 p.m., or at such time as the matter may be heard, or at such date and time as determined by the City Manager, to consider the lease of property to the Blue Ridge Zoological Society of Virginia, Inc.

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RECOMMENDED ACTION: Concur in the request.

C-3 A communication from the City Manager requesting that the City Clerk be authorized to schedule and advertise a public hearing for August 15, 2016 at 7:00 p.m., or at such other date and time as deemed appropriate by the City Manager or on a proposed lease agreement with Richard E. and Cassie M. Beverly for property located at 2410 Mason Mill Road, N. E.

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RECOMMENDED ACTION: Concur in the request.

C-4 A communication from the City Clerk advising of the resignation of Thomas T. Cullen as a member of the Visit Virginia's Blue Ridge, Board of Directors, effective immediately.

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

C-5 Annual report of the City of Roanoke Pension Plan, Board of Trustees, for Fiscal Year ended June 30, 2016.

P 23

RECOMMENDED ACTION: Receive and file.

C-6 Annual report of the Pension Investment Committee, Subcommittee of the City of Roanoke Pension Plan, Board of Trustees, for Fiscal Year ended June 30, 2016.

P 26

RECOMMENDED ACTION: Receive and file.

C-7 Annual report of the City of Roanoke Pension Plan, Defined Contribution Board, for Fiscal Year ended June 30, 2016.

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RECOMMENDED ACTION: Receive and file.

C-8 Annual report of the Finance Board for Fiscal Year ended June 30, 2016.

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RECOMMENDED ACTION: Receive and file.

- C-9 A communication from Peggy Bishop, Secretary, Roanoke Valley Resource Authority, transmitting a certified copy of Resolution RA#2016-727 adopting a schedule of rates, fees and charges for the use of the Authority's system, effective July 1, 2016; and Roanoke Valley Resource Authority Waste Disposal Fees and Charges as of July 1, 2016.

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RECOMMENDED ACTION: Receive and file.

- C-10 Reports of qualification of the following individuals:

Cari C. Gates as a member of the Roanoke Arts Commission for a three-year term of office ending June 30, 2019;

Sherman M. Stovall as the Alternate City representative of the Roanoke Valley Juvenile Detention Center Commission for a four-year term of office ending June 30, 2020;

Paula Page Williams as a member of the City Planning Commission to fill the unexpired term of Chad A. Van Hying ending December 31, 2016; and

Joyce W. Watkins as a member of the Youth Services Citizen Board for a three-year term of office ending June 30, 2019.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA:

5. PUBLIC HEARINGS:

- a. Proposal of the City of Roanoke to convey approximately 0.46 acre of City-owned vacant land located along Jae Valley Road, Roanoke County, Virginia, Roanoke County Tax Map No. 089.00-01-22, to the Commonwealth of Virginia Department of Transportation for construction, maintenance and/or operation of a public transportation facility, in connection with VDOT's Route 116 Highway Project. Christopher P. Morrill, City Manager.

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O 37

6. PETITIONS AND COMMUNICATIONS:

- a. Progress Report on the Roanoke Cultural Endowment. Shaleen Powell, Executive Director. (Sponsored by the City Manager)

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

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Acceptance of a donation of at least three Automated External Defibrulators from the Firehouse Subs Public Safety Foundation to the Roanoke Police Department.

P 40
R 42
2. Acceptance of a donation of Art for the Public Art Collection from the Estate of William and Mary Jane Burtch.

P 43
R 44
3. Acceptance and appropriation of Virginia Department of Transportation (VDOT) funds for the Colonial Avenue Improvement Project; and execution of the VDOT Standard Project Administration Agreement.

P 45
R 54
B/O 56
4. Acceptance and appropriation of funds in connection with the FY17 Urban and Community Forestry Grant from the Virginia Department of Forestry to staff a part-time Urban Forestry Planner.

P 57
R 81
B/O 82
5. Authorization to enter into an agreement between the City of Roanoke and the Roanoke-Blacksburg Regional Airport to clarify criminal investigation responsibilities and extend the Airport Police Department authority to adjacent highways.

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O 92

COMMENTS OF CITY MANAGER.

b. CITY ATTORNEY:

1. Execution of a Service Agreement and the First Amendment to support agreement in connection with a bond issuance, in the amount of up to \$3 million, by the Roanoke Valley Broadband Authority through the Virginia Resource Authority.

P 93
R 111
2. Reinstatement of real estate rehabilitation tax exemption; and request for refund on real estate located at 303 Jefferson Street, S. W., designated as Official Tax Map No. 1011806.

P 116
R 121

8. REPORTS OF COMMITTEES:

- a. A report of the Roanoke City School Board requesting authorization to execute temporary loan agreements with Fifth Third Bank for the purpose of securing one or more credit cards in the name of the School Board; and a report of the Assistant Director of Finance recommending that Council concur in the request. Kathleen Jackson, Chief Financial Officer, Spokesperson.

P 124 R 125 R 127

9. UNFINISHED BUSINESS: NONE.

10. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. Budget Ordinance No. 40587, on its second and final reading, appropriating funding from the Foundation for Roanoke Valley for a Bridges Out of Poverty Workshop.

B/O 128

11. MOTIONS AND MISCELLANEOUS BUSINESS:

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

12. ADJOURN.



SHERMAN P. LEA, SR.
Mayor

**CITY OF ROANOKE
OFFICE OF THE MAYOR**

215 CHURCH AVENUE, S.W., SUITE 452
ROANOKE, VIRGINIA 24011-1594
TELEPHONE: (540) 853-2444
FAX: (540) 853-1145
EMAIL: MAYOR@ROANOKEVA.GOV

August 1, 2016

The Honorable Vice-Mayor Anita J. Price and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Vice-Mayor Price and Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended. A list of current vacancies is included with the agenda for this meeting.

Sincerely,

Sherman P. Lea, Sr.
Mayor

SPL:ctw

COMMITTEE VACANCIES/REAPPOINTMENTS
August 1, 2016
Public

VACANCIES:

Unexpired term of office on the Architectural Review Board ending October 1, 2016.

Four-year term of office on the Building and Fire Code Board of Appeals ending June 30, 2018.

Unexpired term of office on the Building and Fire Code Board of Appeals ending June 30, 2017.

Unexpired term of office on the Economic Development Authority ending October 20, 2017.

Unexpired term of office on the Fair Housing Board ending March 31, 2019.

Three-year term of office on the Personnel and Employment Practices Commission ending June 30, 2019.

Unexpired term of office on the Roanoke Valley-Alleghany Regional Commission ending June 30, 2018.

Unexpired term of office on the Visit Virginia's Blue Ridge, Board of Directors ending June 30, 2017.

Four-year term of office on the Western Virginia Water Authority, Board of Directors ending June 30, 2020.

Unexpired term of office on the Youth Services Citizen Board ending June 30, 2018.

Three year term of office on the Youth Services Citizen Board ending June 30, 2019.



SHERMAN P. LEA, SR.
Mayor

**CITY OF ROANOKE
OFFICE OF THE MAYOR**

215 CHURCH AVENUE, S.W., SUITE 452
ROANOKE, VIRGINIA 24011-1594
TELEPHONE: (540) 853-2444
FAX: (540) 853-1145
EMAIL: MAYOR@ROANOKEVA.GOV

August 1, 2016

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

Dear Members of Council:

This is to request a Closed Meeting to discuss the 2016 Citizen of the Year Award, pursuant to Section 2.2-3711 (A)(10), Code of Virginia (1950), as amended.

Sincerely,

Sherman P. Lea, Sr.
Mayor

SPL:ctw



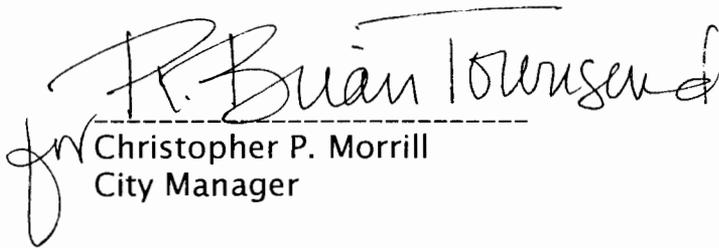
CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 1, 2016

Subject: Request for Closed Meeting

This is to request that City Council convene a closed meeting to discuss the disposition of City-owned property located at 1015 Jamison Avenue, S.E. bearing Official Tax Map No. 4120808 where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to §2.2-3711.A.3, Code of Virginia (1950), as amended.


Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: Request for Closed Meeting

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



for Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 1, 2016

Subject: Request for Closed Meeting

This is to request that City Council convene a closed meeting to discuss a proposal for the disposition of City-owned properties located at 2750 Hoover, Street, N.W., bearing Official Tax Map No. 2430601, and 1201 Prillaman Avenue, N.W., bearing Official Tax Map No. 2440715, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to §2.2-3711.A.3, Code of Virginia (1950), as amended.


for Christopher P. Morrill
City Manager

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



Daniel J. Callaghan
City Attorney

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

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

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

August 1, 2016

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

Re: Request for Closed Meeting

Dear Mayor Lea and Members of Council:

This letter is a request of the City Attorney for a closed meeting with City Council regarding consultation with the City Attorney and briefing by staff pertaining to actual litigation, where such consultation and briefing in open meeting would adversely affect the negotiating or litigating position of City Council. This request is made pursuant to Section 2.2-3711. A.7, Code of Virginia (1950), as amended.

Respectfully requested,


Daniel J. Callaghan
City Attorney

DJC/lsc



Daniel J. Callaghan
City Attorney

CITY OF ROANOKE
OFFICE OF THE CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
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August 1, 2016

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

Re: Request for Closed Meeting

Dear Mayor Lea and Members of Council:

This letter is a request of the City Attorney for a closed meeting with City Council regarding consultation with the City Attorney and briefing by staff pertaining to actual litigation, where such consultation and briefing in open meeting would adversely affect the negotiating or litigating position of City Council. This request is made pursuant to Section 2.2-3711. A.7, Code of Virginia (1950), as amended.

Respectfully requested,

Daniel J. Callaghan
City Attorney

DJC/lsc



CITY COUNCIL AGENDA REPORT

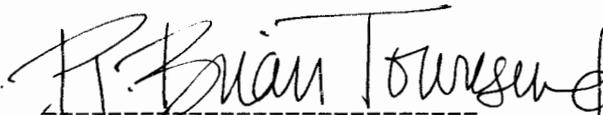
To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: Request for Public Hearing Mill Mountain Zoo Lease and Agreement (CM16-00099)

Background:

Pursuant to the requirements of the Virginia Code, the City of Roanoke is required to hold a public hearing to authorize the leasing of City-owned property, designated as portions of tax map numbers 4070507, 4070521, and 4060505, to the Blue Ridge Zoological Society of Virginia, Inc. The Blue Ridge Zoological Society of Virginia, Inc. is a non-profit organization which leases property on Mill Mountain for the purpose of operating and maintaining the Mill Mountain Zoo. The initial term of the proposed lease is for one year, beginning July 1, 2016 and ending June 30, 2017, and may be renewed for up to four (4) additional one (1) year terms, upon the mutual written agreement of the parties after the initial one (1) year term ends on June 30, 2017. A City Council agenda report containing specific information regarding the proposed lease agreement will be provided to City Council as part of its agenda package for the public hearing.

Recommended Action:

Authorize the scheduling of a public hearing at City Council's meeting on Monday, August 15, 2016, at 7:00 p.m., or at such time as the matter may be heard, or at such other date and time as determined by the City Manager, to consider the lease of property to the Blue Ridge Zoological Society of Virginia, Inc.

for 
 Christopher P. Morrill
 City Manager

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



CITY COUNCIL AGENDA REPORT

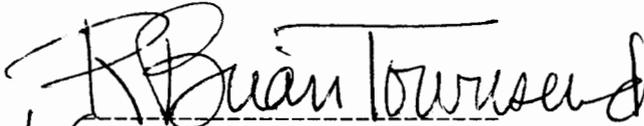
To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: Request Public Hearing to Enter into a Lease with Richard E. Beverly and Cassie M. Beverly for Tax Map No. 7170509, located at 2410 Mason Mill Road, N.E., Roanoke, Virginia (CM16-00104)

Background:

The City of Roanoke is in the process of purchasing a residential home and land consisting of approximately 0.9917 acres, being property designated as Roanoke Official Tax Map No. 7170509, located at 2410 Mason Mill Road, N.E., in the City of Roanoke, Virginia, adjacent to the planned Deschutes Brewery. Richard E. Beverly and Cassie M. Beverly are the current owners of the property. Mr. and Mrs. Beverly have expressed their desire to lease the Premises, together with all improvements situated on the Property, from the City of Roanoke after Closing for a term not to exceed Eighteen (18) Months from the date the lease agreement is executed.

Recommended Action:

Authorize the City Clerk to schedule and advertise a public hearing on the proposed lease agreement with Mr. and Mrs. Beverly to be held on August 15, 2016, at 7:00 p.m., or at such time 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
 R. Brian Townsend, Assistant City Manager for Community Development
 Barbara A. Dameron, Director of Finance
 Wayne F. Bowers, Director of Economic Development
 Susan Lower, Director of Real Estate Valuation
 Cassandra L. Turner, Economic Development Specialist



**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

August 1, 2016

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

Dear Mayor Lea and Members of Council:

This is to advise that Thomas T. Cullen has tendered his resignation as a member of the Visit Virginia's Blue Ridge, Board of Directors, effective immediately.

Sincerely,

A handwritten signature in black ink that reads "Stephanie M. Moon Reynolds". The signature is written in a cursive, flowing style.

Stephanie M. Moon Reynolds, MMC
City Clerk

**Annual Report
City of Roanoke Pension Plan Board of Trustees
Fiscal Year Ended June 30, 2016**

The **Pension Plan Board of Trustees** established pursuant to City Code Chapter 22.3, as amended, serves as the trustee and administrator of the defined benefit pension plan sponsored by the City.

The City is currently under contract with The Bogdhan Group, a defined benefit consultant, who provides consultative investment and administrative guidance to the Board. Mr. Howard Pohl represents The Bogdhan Group. The Bogdhan Group is an acknowledged fiduciary.

The City was under contract with Cheiron, a defined benefit actuary, who provided consultative technical and administrative guidance to the Board. Mr. Stephen M. McElhane, FCA, FSA, lead the actuarial team supporting the City. Cheiron is an acknowledged fiduciary. SageView Consulting Group has been selected as the defined benefit actuary for the fiscal year ended June 30, 2016. SageView is an acknowledged fiduciary.

The City is currently under contract with CAPTRUST Financial Advisors, a defined contribution consultant, who provides consultative investment and administrative guidance to the Board. Ms. Beryl Ball, Vice President and Financial Advisor, represents CAPTRUST. CAPTRUST is an acknowledged fiduciary.

The following meetings were held for the fiscal year ending June 30, 2016:

1. July 8, 2015
2. October 30, 2015
3. January 13, 2016
4. April 13, 2016

Representation	Committee Member	Meetings Attended			
		4	3	2	1
Participating Employers	Cassandra Altice	√		√	√
Ex-officio, Mayor	David Bowers				√
Member at Large	Glen Combs	√		√	√
Ex-officio, Director of Finance	Barbara Dameron	√	√	√	√
Member at Large	Greg Feldmann	√	√	√	√
Retired Employees	James Grisso	√	√	√	√
Public Safety	Stephen Keatts	√		√	√
Ex-officio, City Manager	Christopher Morrill	√	√	√	√
Active Employee	Michael Shockley	√	√	√	√

July 8, 2015 Meeting

The March 31, 2015 quarterly investment update was presented and reported upon by the Chairman.

A report from the Special Committee was reviewed with the Board. The Special Committee's recommendation included a modification to City Code Section 22.3 requiring an actuarial study for the evaluation of any benefit change or changes that may impact the Pension Plan liability, either positively or negatively. The report was to be placed on an upcoming City Council Agenda, subject to review by outside legal counsel.

October 30, 2015 Meeting

The results of the June 30, 2015 actuarial valuation and a forecast for 2016 through 2026 were presented by Stephen McElhaney, Kevin Woodrich and Justin Runkel of Cheiron, the plan's actuaries.

The June 30, 2015 quarterly investment update was presented. The Board also received an update on investment performance through September 30, 2015. The Board approved minor changes to the Statement of Investment Policy.

The Director of Finance recommended the issuance of an RFP for Pension Actuarial Services. Following discussion, the Board agreed to proceed with the issuance of the RFP.

The Board discussed the interest rate applicable to member contributions in the Pension Plan. The interest rate is initially set at 3% and is to be determined by City Council following the initial year. The Board requested comparative information for other pension plans in the Commonwealth of Virginia for review at the next meeting.

January 13, 2016 Meeting

The September 30, 2015 quarterly investment updates were presented and reported upon by the Chairman and the Assistant Director of Finance. The Board also received an update on investment performance through February 29, 2016.

As a follow-up to the discussion regarding the interest rate applicable to member contributions, the Board requested additional information to include 5-year benchmarks for other pension plans within the Commonwealth of Virginia.

April 13, 2016 Meeting

The December 31, 2015, quarterly investment update was presented and reported on by the Chairman and the Assistant Director of Finance. The Board also received an update on investment performance through February 29, 2016.

The Board was provided benchmark information regarding the applicable interest rate on member contributions. The Board approved a recommendation to City Council for approval of an interest rate of 2% to be applied to member contributions following the initial year's interest of 3% as defined in City Code. The Board recommended the application of the 2% interest rate until superseded by future Council action.

The Board was provided updated information on the recent RFP for Actuarial Services issued by the City. The Board was informed of the two selected firms. Additional information was being sought from the firms. The Board members were to be contacted via e-mail to vote on approval of the selected firm following evaluation of the additional information provided.

The Board was provided information on the Cost of Living Adjustment (COLA) and the calculation pursuant to the Code definition as based on CPI.

The staff expressed their appreciation for the service of those Board members whose terms expired effective June 30, 2016.

Pension Plan retirement applications were presented at each Board meeting and approved as follows:

Meeting Date	ERS	ESRS	Total	Death with Spousal Option
July 8, 2015	1	23	24	4
October 30, 2015	3	32	35	5
January 13, 2016	3	12	15	3
April 13, 2016	2	25	27	3
Total	<u>9</u>	<u>92</u>	<u>101</u>	<u>13</u>

The minutes of each meeting of the Pension Plan (Defined Benefit) Board of Trustees have been filed with the Director of Finance upon approval. All Board minutes and related reports are available upon request.

**Annual Report
Pension Investment Committee
Subcommittee of the
City of Roanoke Pension Plan Board of Trustees
Fiscal Year Ended June 30, 2016**

The **Pension Investment Committee** (PIC) serves as an appointed subcommittee of the City of Roanoke Pension Plan Board of Trustees. The PIC serves in an advisory capacity to the Board of Trustees in matters related to the investment administration of the defined benefit pension plan trust fund. The PIC meets quarterly with additional meetings scheduled as needed to address specific investment matters.

The City is currently under contract with The Bogdhan Group, a defined benefit investment consultant, who provides consultative investment and administrative guidance to the Board. Mr. Howard Pohl represents The Bogdhan Group. The Bogdhan Group is an acknowledged fiduciary.

The following meetings were held for the fiscal year ending June 30, 2016:

1. August 19, 2015
2. November 18, 2015
3. February 17, 2016
4. May 18, 2016

Appointed Committee Member	Meetings Attended			
	4	3	2	1
Glen Combs	√		√	√
Barbara Dameron	√	√		√
Greg Feldmann	√			√
James Grisso	√		√	√
Andrea Trent		√	√	√
Other Attending Board Members				
Michael Shockley	√	√		√

August 19, 2015 Quarterly Meeting

The PIC heard a presentation of the broad investment market performance for the quarter ended June 30, 2015, by the plan's investment consultant. The PIC reviewed the investment consultant's report on the plan's investment performance at the asset class and individual manager levels for the quarter, one, three, and five-year periods ended June 30, 2015.

The PIC reviewed modifications to the Statement of Investment Policy. The PIC approved recommendations for changes to the plan's asset allocation policy related to fixed income and the core fixed income allocation as well as minor updates to the fixed income allocation permissible investments.

The PIC reviewed information on projected cash flow and cash needs to cover projected benefit payments for the upcoming fiscal year. The PIC approved the rebalancing of the investment portfolio for the investment of funds in a balanced mutual fund to provide liquidity needed to cover projected benefit payments for the current fiscal year.

November 18, 2015 Quarterly Meeting

The PIC heard a presentation of the broad investment market performance for the quarter ended September 30, 2015, by the plan's investment consultant. The PIC reviewed the investment consultant's report on the plan's investment performance at the asset class and individual manager level for the quarter, one, three, and five-year periods ended September 30, 2015.

The PIC discussed other potential investment strategies and the impact on the risk profile of the plan's investment portfolio. There were no recommended changes to the asset allocation.

February 17, 2016 Quarterly Meeting

The PIC held a conference call with Wells Capital Management Relationship and Portfolio Managers of the plan's High Yield Fund. The Portfolio Managers reviewed the investment strategy and process of the fund. At the conclusion of the call, the PIC discussed the presentation and the investment advisor's assessment of the fund. Noting the advisor's comfort with the fund and their assessment of the fund as a positive choice within its investment strategy, there were no recommended changes.

The PIC heard a presentation of the broad investment market performance for the quarter ended December 31, 2015, by the plan's investment consultant. The PIC reviewed the investment consultant's report on the plan's investment performance at the asset class and individual manager level for the quarter, one, three, and five-year periods ended December 31, 2015, with the consultant.

The investment advisor and the PIC discussed a possible increase in the real estate allocation. The PIC will continue their assessment of a possible increase in this asset class.

The PIC discussed the rate of interest to be applied to employee contributions in the pension plan. The discussion centered around current market rates of interest and providing a reasonable return on employee contributions, as well as the application of an indexed interest rate. The plan's investment consultant indicated a 0% rate would not be unreasonable in the current market environment.

May 18, 2016 Quarterly Meeting

The PIC heard a presentation of the broad investment market performance for the quarter ended March 31, 2016, by the plan's investment consultant. The PIC reviewed the investment consultant's report on the plan's investment performance at the asset class and individual manager level for the quarter, one, three, and five-year periods ended March 31, 2016.

The PIC was updated on the investment team for the plan's international emerging markets equity manager following the departure of the fund's portfolio manager. The investment advisor's research indicates the team remains substantially intact despite the departure of the portfolio manager. Further, the team was actively involved in the investment process. The advisor will continue to monitor the fund's investment performance and the portfolio management team's continuity. There was currently no recommendation for changes within this asset allocation.

The PIC next discussed the real estate allocation. The investment advisor will provide additional information on real estate investment alternatives for the PIC's consideration at the next meeting.

The minutes of each meeting of the Pension Investment Committee have been filed with the Director of Finance upon approval. All Committee minutes and related reports are available upon request.

**Annual Report
City of Roanoke Pension Plan Defined Contribution Board
Fiscal Year Ended June 30, 2016**

The Pension Plan Defined Contribution Board established pursuant to City Code Chapter 22.3, as amended, serves as the trustee and administrator of the defined contribution plan component of the Hybrid Program sponsored by the City. In addition, the Board serves as trustee and administrator of the City's internal Revenue Code Section 457 Deferred Compensation Plan and, by authority delegated by the City of Roanoke Pension Plan Board of Trustees, the City's Internal Revenue Code Section 401(h) Retirement Health Savings Account.

The City is currently under contract with CAPTRUST Financial Advisors, a defined benefit consultant, who provides consultative investment and administrative guidance to the Board. Ms. Beryl Ball represents CAPTRUST. CAPTRUST is an acknowledged fiduciary.

The City is currently under contract with ICMA Retirement Corporation (ICMA-RC), who serves as the administrative record-keeper and the investment provider for the defined contribution plan, the Internal Revenue Code Section 457 Deferred Compensation Plan, and the Internal Revenue Code 401(h) Retirement Health Savings Account, included as a component of the Pension Plan, as well as the Executive 401(a) and Hybrid 401(a) plans.

The following meetings were held for the fiscal year ending June 30, 2016:

1. August 5, 2015
2. November 10, 2015
3. February 25, 2016
4. May 10, 2016

Representation	Committee Member	Meetings Attended			
		4	3	2	1
Ex-officio, Director of Finance	Barbara Dameron	√	√	√	√
Ex-officio, City Manager	Christopher Morrill	√	√		√
City Manager Designee	Sherman Stovall	√	√	√	√
Director of Finance Designee	Andrea Trent	√	√	√	√
Ex-officio, Director of Human Resources	Michele Vineyard	√	√	√	√

August 5, 2015 Meeting

The Board was provided a quarterly investment update. The Board reviewed employee participation and fund utilization of the 457 and 401(h) plans for the quarter ended June 30, 2015.

The Board was provided an overview and scoring matrix of the investment funds approved for the 457 and 401(h) plans. Information was provided on the total assets held in each of the respective plans. The Board reviewed information on one investment fund identified for evaluation due to performance. No change in the fund line-up was recommended.

November 10, 2015 Meeting

The Board was provided a quarterly investment update. The Board reviewed employee participation and fund utilization of the 457 and 401(h) plans for the quarter ended September 30, 2015.

The Board was provided an overview and scoring matrix of the investment funds approved for the 457 and 401(h) plans. Three funds were marked for review or under consideration for replacement, based upon the CAPTRUST scoring matrix. The Board agreed with CAPTRUST's current recommendation to retain each of the funds. Information was provided on the total assets held in each of the respective plans.

The Board was presented and reviewed information on the ICMA-RC Retirement Income Fund. The fund provides an option for members to annuitize their accounts. Following a careful and thorough discussion, the Committee voted not to add the fund as an investment option with the plans at this time.

February 25, 2016 Meeting

The Board was provided a quarterly investment update. The Board reviewed employee participation and fund utilization of the 457 and 401(h) plans for the quarter ended December 31, 2015.

The Board was provided an update on three funds reviewed at the November 10 meeting. Following a thorough review of each of the funds as well as alternative replacement funds, the Board elected to retain one of the funds and approved the replacement of two the funds with the recommended alternatives. CAPTRUST will coordinate the fund replacements with ICMA-RC.

May 11, 2016 Meeting

The Board reviewed employee participation and fund utilization of the 457 and 401(h) plans for the quarter ended March 31, 2016. The Board was provided a quarterly investment update.

The Board was provided an update on the replacement of the fund approved at the February 25, 2016 meeting. The replacement is tentatively scheduled for June 17, 2016.

Effective June 20, 2016, City Council adopted ordinance no. 40572-062016, amending City Code to replace the City Manager's ex-officio position with the Assistant City Manager of Operations and providing the Assistant City Manager of Operations two member designees, neither of whom shall be the Director of Finance.

The minutes of each meeting of the Pension Plan Defined Contribution Board have been filed with the Director of Finance upon approval. All Board minutes and related reports are available upon request.

Annual Report of the Finance Board For Fiscal Year ending June 30, 2016

The Finance Board, created by ordinance No. 38117-060208, adopted June 2, 2008, serves as trustee of funds designated by the City to be held, accumulated and invested by the Board for the purposes of funding Other Post-Employment Benefits (OPEB). The following meetings were held for the fiscal year ending June 30, 2016:

1. August 26, 2015
2. January 6, 2016
3. February 24, 2016
4. May 25, 2016

Committee Member	Meetings Attended			
	4	3	2	1
Barbara Dameron	√	√	√	√
Evelyn Powers	√	√	√	√

Brian Redd, Citizen-at-Large member of the Finance Board, resigned effective August 25, 2016, due to his job relocation and subsequent move outside of the state of Virginia.

August 26, 2015 Meeting

The VML/VACo June 30, 2015 Quarterly and Year-end Report for the Pooled Trust Fund was reviewed with commentary on the fiscal year's return of 2.14%.

Confirmation was provided of updates to the Investment Policy Statement approved by the VML/VACo OPEB Board.

January 6, 2016 Meeting

The VML/VACo September 30, 2015 Quarterly Report for the Pooled Trust Fund was reviewed with commentary on the return for the quarter of -5.13%.

The Board approved the issuance of an RFP for actuarial services related to OPEB to run concurrent with the pension RFP for actuarial services. This RFP is in conjunction with the expiration of the current contract.

February 24, 2016 Meeting

The VML/VACo December 31, 2015 Quarterly Report for the Pooled Trust Fund was reviewed with commentary on the return for the quarter of 2.96%.

The annual actuarial valuation reports for the OPEB and LODA plans were presented. A recommendation for the deferral of the funding of the FY16 contribution of \$721.5K until May, to ensure proper liquidity of the City's cash reserves, was approved.

May 25, 2016 Meeting

The VML/VACo March 31, 2016 Quarterly Report for the Pooled Trust Fund was reviewed with commentary on the return for the quarter return of -0.02%.

Staff reported the results of the RFP for actuarial services for the OPEB plans and the selection of SageView Consulting. Funding for the FY16 actuarial required contribution was wired on May 24.

Staff reported that Ken Cronin has been appointed April 6, 2016, as the Citizen-at-Large member to fill the unexpired term of Brian Redd ending June 30, 2016, and thereafter, an appointment for an additional two-year term ending June 30, 2018.

The minutes of each meeting of the Finance Board have been filed with the Director of Finance upon approval. All Board minutes and related reports are available upon request.



ROANOKE VALLEY RESOURCE AUTHORITY

July 12, 2016

Stephanie M. Moon Reynolds, MMC
City Clerk, City of Roanoke
Municipal Building Room 456
215 Church Avenue, SW
Roanoke, VA 24011-1536

Re: Roanoke Valley Resource Authority Resolution RA#2016-727

Dear Ms. Reynolds:

Enclosed please find a copy of RVRA's Resolution RA#2016-727 together with the Waste Disposal Fees & Charges effective July 1, 2016.

Sincerely,

Peggy Bishop
RVRA Board Secretary

plb
Enclosure

CITY CLERK FEB JUL 15 2016

RESOLUTION OF THE ROANOKE VALLEY RESOURCE AUTHORITY
Adopted this 22nd day of June, 2016
RA#2016 - 727

A RESOLUTION adopting a schedule of rates, fees and charges for the use of the Authority's system effective July 1, 2016.

BE IT RESOLVED by the Roanoke Valley Resource Authority that:

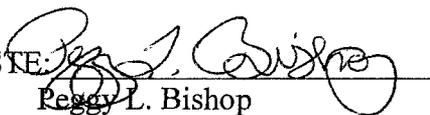
1. The preliminary Rate Schedule previously established by the Authority by resolution dated March 23, 2016, of rates, fees and charges to be charged by the Authority effective July 1, 2016 for the use of the system set forth on Exhibit "A", which is attached to and incorporated in this resolution, is hereby ADOPTED in final and put into effect, as more particularly set forth in the report from the Chief Executive Officer to this Authority, dated June 22, 2016.

2. The Authority Secretary is authorized and directed to transmit a certified copy of this resolution with the final adopted schedule of rates, fees, and charges effective July 1, 2016 to the Office of the Clerk for Roanoke City Council, the Office of the Clerk for the Roanoke County Board of Supervisors, and the Office of the Clerk for the Vinton Town Council, to be kept on file and open to inspection by all parties interested.

On motion of Ms. Owens to approve the resolution, seconded by Mr. Nalley, and carried by the following roll call and recorded voice vote:

AYES: Anne Marie Green, Joey Hiner, Dennis Nalley, Rebecca Owens, Mike Shockley
NAYS: None
ABSENT: Bobby Edwards, Keith Garman

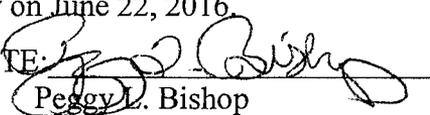
A COPY TESTE:


Peggy L. Bishop

Roanoke Valley Resource Authority

I hereby certify that the foregoing is a true and correct copy of Resolution RA#2016-727 adopted by the Roanoke Valley Resource Authority on June 22, 2016.

A COPY TESTE:


Peggy L. Bishop

Roanoke Valley Resource Authority

**ROANOKE VALLEY RESOURCE AUTHORITY
WASTE DISPOSAL FEES & CHARGES
AS OF: JULY 1, 2016**

MUNICIPAL WASTE	\$49.50	PER TON
COMMERCIAL WASTE	\$59.50	PER TON
CONTRACT MUNICIPAL WASTE	\$53.00	PER TON
CONSTRUCTION AND DEMOLITION WASTE	\$59.50	PER TON
WOOD WASTE CLEAN LOADS OF UNTREATED BRUSH OR WOOD SUITABLE FOR TUB GRINDING		\$35.00 PER TON
TIRES		\$120.00 PER TON
TIRES MIXED WITH OTHER WASTE	PREVAILING RATE PLUS \$5.00 PER TIRE	
SPECIAL WASTES (ACCEPTED ONLY WITH PRIOR APPROVAL & NOTIFICATION.)		
ASBESTOS (NON FRIABLE)	\$ 59.50	PER TON
ASBESTOS (FRIABLE)	\$ 100.00	PER TON
DEAD ANIMALS	\$ 59.50	PER TON
OTHERS (AS DETERMINED BY RESOURCE AUTHORITY)	\$ 59.50 - \$100.00	PER TON
UNCOVERED VEHICLES	ADDITIONAL	\$25.00
MINIMUM CHARGE FOR PER TON FEES		\$10.00
WOOD MULCH SALES (WHEN AVAILABLE) PICK UP TRUCKS AND SMALL TRAILERS (1 Bucket)		NO CHARGE
ALTERNATE DAILY COVER (ACCEPTED ONLY @ SMITH GAP LANDFILL WITH PRIOR NOTIFICATION & APPROVAL.)		\$25.00 PER TON
VEHICLE WEIGH FEE (NON-MEMBER VEHICLES)		\$25.00
UNACCEPTABLE WASTE CHARGES	\$100.00 PER TON @ MINIMUM ONE TON + HANDLING COSTS, RELATED DAMAGES, AND LOST REVENUE	

LATE ACCOUNT PENALTY 10% OF AMOUNT PLUS INTEREST AT THE LEGAL RATE ON THE PRINCIPAL

NOTE:

THE ROANOKE VALLEY RESOURCE AUTHORITY RESERVES THE RIGHT TO ESTABLISH FEES AND CHARGES AS IT DEEMS NECESSARY AND APPROPRIATE FOR WASTES NOT LISTED HEREIN AND TO REFUSE TO ACCEPT ANY MATERIAL DEEMED BY THE AUTHORITY TO BE UNACCEPTABLE.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: Conveyance of an Approximate 0.46 Acre of City-Owned Vacant Land Located along Jae Valley Road in Roanoke County, Virginia to the Commonwealth of Virginia Department of Transportation in Support of the Rt. 116 Highway Project 0116-080-101, RW - 201(CM16-00098)

Background:

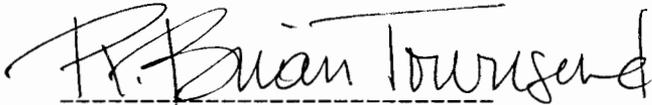
The Commonwealth of Virginia Department of Transportation (VDOT) is in the process of acquiring rights of way for the Commonwealth of Virginia for the construction, maintenance and/or operation of a public transportation facility, specifically, Route 116 in Roanoke County, Virginia. VDOT seeks to acquire Tax Map #089.00-01-22, an approximate 0.46 acre portion of city-owned land located along Jae Valley Road in Roanoke County, Virginia, in connection with VDOT's Rt. 116 Highway Project, 0116-080-101, RW-201. VDOT seeks to acquire the property to use for the construction, maintenance and/or operation of the referenced public transportation facility including any components thereof such as, but not limited to, storm water management systems, drainage systems, traffic control equipment, curbs, gutters, sidewalks and bike trails. This land is not currently being used by the City.

Considerations:

The subject property will be impacted by a highway improvement project for Route 116, Jae Valley Road, located in the Big Lick Magisterial District of Roanoke County, Virginia. The project's primary function is for the bridge replacement over Back Creek. This highway project is approximately 3.3 acres long and affects 9 properties on both sides of Route 116. The land value of the City parcel is currently assessed at \$5,000. VDOT's offer to acquire the property is \$6,300.

Recommended Action:

Absent comments at the public hearing to the contrary, adopt the attached ordinance authorizing the City Manager to execute a Contract substantially similar to the one attached to this report, and to execute such other documents and to take such further actions as may be necessary to implement, administer, and enforce such Contract. All documents are subject to approval as to form by the City Attorney.



for Christopher P. Morrill
City Manager

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

026

5.a,

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute the necessary documents providing for the conveyance of a parcel of City-owned property, being approximately 0.46 acres, located along Jae Valley Road, in Roanoke County, Virginia, designated as Roanoke County Tax Map No. 089.00-01-22, to the Commonwealth of Virginia Department of Transportation (VDOT), upon certain terms and conditions; and dispensing with the second reading of this Ordinance by title.

WHEREAS, a public hearing was held on August 1, 2016, pursuant to §§15.2-1800 and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on such conveyance.

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

1. The City Manager is hereby authorized, for and on behalf of the City, to execute the necessary documents providing for the conveyance of a parcel of City-owned property, being approximately 0.46 acres, located along Jae Valley Road, in Roanoke County, Virginia, and designated as Roanoke County Tax Map No. 089.00-01-22, to VDOT, to be used by VDOT for the construction, maintenance and/or operation of the Route 116 public transportation facility to be located in Roanoke County, Virginia, for the purchase price of \$6,300.00, upon certain terms and conditions, and as more particularly stated in the City Council Agenda Report dated August 1, 2016.
2. All documents necessary for this conveyance shall be in form approved by the City Attorney.

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

ATTEST:

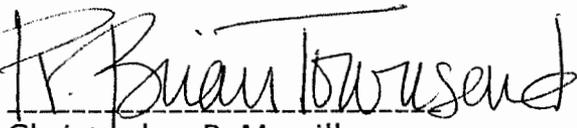
City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: Presentation Regarding the Roanoke Cultural Endowment

I would like to sponsor a presentation by Shaleen Powell, Executive Director of the Roanoke Cultural Endowment, to provide a progress report regarding the start-up efforts of the Endowment since City Council's previous briefing in April, 2015.

for 
Christopher P. Morrill
City Manager

Distribution: Council Appointed Officers



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: Firehouse Subs AED Donation (CM16-00101)

Background:

The Firehouse Subs Public Safety Foundation would like to donate at least three Automated External Defibrillators (AEDs) to the Roanoke Police Department. The Firehouse Subs restaurants at 2019 Colonial Ave S.W., 5050 Rutgers St N.W., and 5044 Keagey Rd have all requested that the foundation donate AEDs to the Roanoke Police Department.

The AEDs are being purchased by the Firehouse Subs Public Safety Foundation. The foundation was established in 2005 in the aftermath of Hurricane Katrina by firefighting brothers, and restaurateurs, Chris Sorensen and Robin Sorensen. The foundation has a commitment to providing first responders with life-saving equipment and resources. The Foundation has awarded more than \$20 million to public safety organizations throughout the country and to more than 1,450 fire, police and EMS departments.

To celebrate the opening of their 1,000th restaurant, Chris Sorensen and Robin Sorensen have committed one million dollars to provide police departments with AEDs. Firehouse Subs Public Safety Foundation is a 501(c)(3) nonprofit. To match current police AEDs, the police department is requesting the Zoll AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase. The fair market value of each unit, with its accessories, is approximately \$1,700. No local match funding or grant account transactions are required for this donation.

Recommended Action:

Accept the donation described above and any additional AEDs offered by the Firehouse Subs Public Safety Foundation.



CHRISTOPHER P. MORRILL
City Manager

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

UWS

7.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of a donation from Firehouse Subs Public Safety Foundation, to the Roanoke City Police Department for at least three Automated External Defibrulators, and authorizing execution of any and all necessary documents to accept the donation.

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

1. The City Manager is hereby authorized on behalf of the City to accept from Firehouse Subs Public Safety Foundation, a donation to the Roanoke City Police Department for least three Automated External Defibrulators, valued at approximately \$1,700 each, as more particularly set forth in the City Council Agenda Report dated August 1, 2016.

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

3. This Council wishes to express its appreciation and that of the citizens of the City of Roanoke to Firehouse Subs Public Safety Foundation, for their generous donation to the Roanoke City Police Department as described above.

4. The City Clerk is directed to transmit a copy of this Resolution to Firehouse Subs Public Safety Foundation, expressing the City's appreciation for its donation.

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 1, 2016

Subject: Donation of Art for the Public Art Collection from the Estate of William and Mary Jane Burtch (CM16-00107)

Background:

Jim Burtch, son of recently deceased artist Mary Jane Burtch, generously approached the Roanoke Arts Commission (RAC) about donating 14 works of art created by Ms. Burtch to the City of Roanoke. The work includes oils, monoprints, watercolors, and assemblages as Ms. Burtch was a master of many techniques. The Collections Committee of the RAC recommended the works be accepted into the City of Roanoke Art Collection and the RAC concurred.

Ms. Burtch started formal training at age nine, and continued her studies as a Fine Arts Major at the Ringling School of Art in Sarasota, Florida where she won the Outstanding Student Award for three years. A City of Roanoke resident and art instructor, she was one of the founding members of the Open Studios Tour. Her work is in corporate and private collections throughout the U.S. and in European countries.

Considerations:

The works are currently valued at \$15,000. Pursuant to City Code, when the value of a gift, grant, devise or bequest is more than five thousand dollars (\$5,000.00), acceptance or rejection shall be by ordinance or resolution of the council.

Recommended Action:

Accept the donation of the art work from the Estate of William and Mary Jane Burtch.

Christopher P. Morrill

 Christopher P. Morrill
 City Manager

Distribution: Council Appointed Officers
 Brian Townsend, Asst. City Manager for Community Development
 Barbara A. Dameron, Director of Finance
 Greg Webster, Chair Roanoke Arts Commission
 Susan Jennings, Arts and Culture Coordinator

30

7.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing acceptance of a donation of fourteen (14) works of art from the Estate of William and Mary Jane Burtch to the City of Roanoke and authorizing execution of any and all necessary documents to accept the donations.

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

1. The City Manager is hereby authorized on behalf of the City to accept from the Estate of William and Mary Jane Burtch the donation to the City of Roanoke of fourteen (14) works of art created by Mrs. Burtch, valued at approximately \$15,000, as more particularly set forth in the City Council Agenda Report dated August 1, 2016.

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

3. This Council wishes to express its appreciation to the Estate of William and Mary Jane Burtch for their generous donation to the City of Roanoke as described above.

4. The City Clerk is directed to transmit a copy of this Resolution to the Estate of William and Mary Jane Burtch, expressing the City's appreciation for its donation.

ATTEST:

City Clerk.



1.a.3.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 1, 2016

Subject: Acceptance and Appropriation of Virginia Department of Transportation (VDOT) Funds and Authorization of VDOT Agreement for the Colonial Avenue Improvements Project (CM16-00102)

Background:

The Commonwealth Transportation Board (CTB) approved the latest Six-Year Improvement Program (SYIP) on June 14, 2016, which included projects that were scored and approved for full funding under the prioritization process. This new prioritization process formerly referred to as HB2, is now called SMART SCALE. A total of 163 transportation projects totaling \$1.7 billion statewide were approved. The approved SYIP includes \$4,176,624 for the Colonial Avenue Improvements project. This amount includes Federal and State funding sources such as Highway Safety Improvement Program (HSIP), Transportation Alternatives (TA), Revenue Sharing, and SMART SCALE.

The Colonial Avenue Improvements project is anticipated to cost \$6,500,000 and includes streetscape improvements consisting of new bicycle and pedestrian infrastructure as well as intersection improvements in the vicinity of Fishburn Park Elementary School and Virginia Western Community College on Colonial Avenue from Overland Road to Winding Way Road. Improvements consist of installation of in-road bike lanes, addition of sidewalk to both sides of the street, improved pedestrian crossings, and intersection improvements at Overland Road, McNeil Road, and Winding Way. These roadway improvements coincide with changes proposed at Virginia Western Community College to include a new 1,000 space parking garage on the southeast side of Colonial Avenue with a net increase of 600 parking spaces and a new Science, Technology, Engineering and Mathematics (STEM) building.

Considerations:

Per VDOT's Standard Project Administration Agreement – Federal-aid Projects, a copy of which is attached, funding is allocated as follows: \$250,000 received through HSIP - requires no local match, \$458,814 through TA - requires a 20% local match of \$114,704, \$922,810 from Revenue Sharing - requires 50% local match of \$922,810, and \$2,545,000 from SMART SCALE – requires no local match. In addition to the local match requirements noted, the City will be

responsible for additional funding needed to complete the project. Funding in the amount of \$2,500,000 is available in account 08-530-9458, Colonial Avenue Improvements.

Recommended Action:

Accept VDOT's award of funds in the total amount of \$4,176,624 for the Colonial Avenue Improvement project as set forth above; with the City providing the required local match in the amount of \$1,037,514 plus additional funds as needed to complete the project.

Authorize the City Manager to execute the VDOT Standard Project Administration Agreement and Appendix A similar to the one attached to this report dated August 1, 2016. Such Agreement and Appendix A shall be in a form approved by the City Attorney.

Authorize the City Manager to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds in the total amount of \$4,176,624 together with City funds.

Adopt the accompanying Budget Ordinance to establish revenue estimates for the multiple VDOT funding sources and appropriate funding in the same amount into the expenditure account 08-530-9458, Colonial Avenue Improvements.


For _____
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., L.S., City Engineer
Mark D. Jamison, P.E., PTOE, Transportation Division Manager

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
U000-128-R92	108896	City of Roanoke

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROANOKE, VIRGINIA:

Typed or printed name of signatory

Date

Title

Signature of Witness

Date

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachments

Appendix A (UPC 108896)

Project Number: U000-128-R02	UPC: 108806	CFDA #: 20.205	Locality: City of Roanoke
Project Location ZIP+4: 24015-4704	Locality DUNS#: 006704316	Locality Address (incl ZIP+4): 215 Church Ave. SW Roanoke VA 24011-1517	
Project Narrative			
Scope:	Colonial Avenue street, bicycle and pedestrian improvements		
From:	Dogwood Lane		
To:	Overland Road		
Locality Project Manager Contact Info:	Mark Jamison 540-853-5471 mark.jamison@roanokeva.gov		
Department Project Coordinator Contact Info:	Cheryl Becker 540-387-5399 cheryl.becker@vdot.virginia.gov		

Project Estimates				
	Primary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$585,000	\$0	\$6,345,000	\$6,970,000
Estimated VDOT Project Expenses	\$15,000	\$0	\$15,000	\$30,000
Estimated Total Project Costs	\$600,000	\$0	\$6,400,000	\$7,000,000

Project Cost and Reimbursement						
Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Local Share)
Preliminary Engineering	\$250,000	HSIP	0%	\$0	\$250,000	
	\$350,000	Transportation Alternatives	20%	\$70,000	\$280,000	
				\$0	\$0	
Total PE	\$600,000			\$70,000	\$530,000	\$515,000
Right of Way & Utilities				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
	Total RW	\$0			\$0	\$0
Construction	\$223,518	Transportation Alternatives	20%	\$44,704	\$178,814	
	\$1,845,820	Revenue Sharing	50%	\$922,810	\$922,810	
	\$2,545,390	Smart Scale (HB2)	0%	\$0	\$2,545,390	
	\$1,785,862	Local Funds	100%	\$1,785,862	\$0	
Total CN	\$6,400,000			\$2,753,376	\$3,646,624	\$3,631,824
Total Estimated Cost	\$7,000,000			\$2,823,376	\$4,176,624	\$4,146,624

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)	\$4,176,624
Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)	\$4,146,624

Project Financing							
HSIP	RS State Match	RS Local Match	Transportation Alternatives	Transportation Alternatives Match	Smart Scale (HB2) (DGP)	Local Funds	Aggregate Allocations
\$250,000	\$922,810	\$922,810	\$458,814	\$114,704	\$2,545,000	\$1,785,862	\$7,000,000

Program and Project Specific Funding Requirements

- This project shall be administered in accordance with VDOT's Locality Administered Projects Manual, Revenue Sharing Guidelines and Transportation Alternatives Program Guide.
- In accordance with _____, the locality shall complete project scoping on or before 06/30/2017.
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$4,176,624 (if applicable).
- All local funds included on this expenditure have been formally committed by the local government's board or council resolution.
- Project estimate, schedule and commitment to funding are subject to the requirements established in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process, Code of Virginia and VDOT's Instructional and Informational Memorandums.
- This project shall be initiated and at least a portion of the programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the project is not advanced to the next phase of construction when requested by the Commonwealth Transportation Board, the locality or metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the project.
- This project has been selected through the Smart Scale (HB2) application and selection process and will remain in the SYIP as a funding priority unless certain conditions set forth in the Commonwealth Transportation Board Policy and Guidelines for Implementation of a Project Prioritization Process and HB2 Implementation Policy Guide, Section 5.3. This project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase prior to contract advertisement or award, or a significant reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual HB2 prioritization cycle to account for a cost increase on a previously prioritized project.
- This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.
- Revenue Sharing Program funds are not available until July 1 of the fiscal year in which they are allocated.
- Revenue Sharing Program funds, as indicated in the Project Financing section, were approved in the following fiscal year:
FY17: \$1,845,820 (\$922,810 locality match and \$922,810 VDOT match)
- This project has Revenue Sharing Program allocations. Per § 33.2-257, the project must progress in order to prevent these funds from being de-allocated.
- For Transportation Alternatives funding, Eligible VDOT project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.
- Any ineligible items identified throughout project development will not be reimbursable. Note that Transportation Alternatives funds should be applied only to eligible bicycle and pedestrian improvements.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the locality and deducted from the project funds.
- For Transportation Alternatives projects, the LOCALITY shall maintain the project or have it maintained in a manner satisfactory to the Department for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TAP funded improvement prior to the expectations as identified in the TAP.
- In accordance with _____ policy, the project must be completed and the \$58,814 federal Alternatives allocation expended by June 30, 2020, or the project may be subject to de-allocation.

Authorized Locality Official and Date	Authorized VDOT Official and Date
Typed or printed name of person signing	Typed or printed name of person signing

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1.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Virginia Department of Transportation's (VDOT) award to the City in the total amount of \$4,176,624 for the Colonial Avenue Improvements project; authorizing the City Manager to execute a VDOT Standard Project Administration Agreement for Federal-aid Projects and Appendix A for the Highway Safety Improvement Program ("HSIP"); and authorizing the City Manager to take certain other actions in connection with the above matters and project.

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

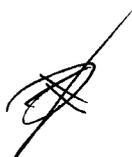
1. The City of Roanoke hereby accepts the VDOT award in the total amount of \$4,176,624 for the Colonial Avenue Improvements project, with a required local match of \$1,037,514 from the City, for the streetscape improvements consisting of new bicycle and pedestrian infrastructure, as well as intersection improvements in the vicinity of Fishburn Park Elementary School and Virginia Western Community College on Colonial Avenue from Overland Road to Winding Way Road, all as more fully set forth in the City Council Agenda Report dated August 1, 2016.

2. The City Manager is hereby authorized to execute a VDOT Standard Project Administration Agreement for Federal-aid Projects and Appendix A, substantially similar to the one attached to the above mentioned City Council Agenda Report, as further set forth in such Agenda Report. Such Agreement shall be approved as to form by the City Attorney.

3. The City Manager is hereby authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and use such funds in the total amount of \$4,176,624 from VDOT, together with \$1,037,514 in City matching funds, for the above mentioned project, with any such documents to be approved as to form by the City Attorney.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

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

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

Appropriations		
Appropriated from Federal Grant Funds	08-530-9458-9002	\$ 250,000
Appropriated from Federal Grant Funds	08-530-9458-9002	458,814
Appropriated from State Grant Funds	08-530-9458-9007	922,810
Appropriated from Federal Grant Funds	08-530-9458-9002	2,545,000
Revenues		
HSIP– Colonial Ave Improvements	08-530-9458-9459	250,000
TA – Colonial Ave Improvements	08-530-9458-9460	458,814
VDOT – Colonial Ave Improvements	08-530-9458-9458	922,810
SS – Colonial Ave Improvements	08-530-9458-9461	2,545,000

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.



7.0.4.

CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: FY17 Urban and Community Forestry Grant Acceptance

Background:

For the fifteenth year, the Virginia Department of Forestry (VDOF) has awarded Parks and Recreation funding to staff a part-time Urban Forestry Planner to work under the Urban Forestry Coordinator. A letter was received on 6/21/16 notifying the Urban Forestry Coordinator that \$16,000 would be awarded upon completion of the Memorandum of Agreement (MOA). These funds require a match of \$12,931 from the City and 750 hours of in-kind volunteer work by the Roanoke Tree Stewards (for a value of \$17,303). To maintain the Urban Forestry Planner position at current salary and benefit levels, the City of Roanoke must provide an additional \$1,371 in match funding, for a total match of \$14,302. The grant will be used to (1) revise the Parks Maintenance & Operations Plan, (2) select riparian planting sites, (3) examine the benefits of tree canopy planted or preserved for stormwater fee credits, (4) manage the Commemorative Tree Program, and (5) coordinate the Roanoke Tree Steward Program. The activities are consistent with the *Urban Forestry Plan* adopted as an element of *Vision 2001-2020*.

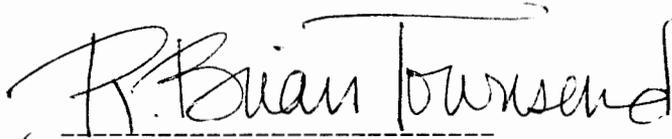
Considerations:

City Council action is needed to accept this grant and authorize the City Manager to execute the MOA between the VDOF and the City. A copy of the MOA is attached to this letter.

Recommended Action:

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

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$16,000, transfer local match funding of \$14,302 from the Parks and Recreation budget, and appropriate \$30,302 into accounts to be established in the Grant Fund by the Director of Finance.


for Christopher P. Morrill
City Manager

Attachment

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

U&CF Assistance Grant Program

Memorandum of Agreement

Grant # 16UCF05

This agreement made this 21th day of June, 2016 by and between the Virginia Department of Forestry, herein referred to as “Party of the First Part”, and City of Roanoke herein referred to as “Party of the Second Part”.

The parties of this agreement, in consideration of the mutual covenants and stipulations set out herein in order to promote, support and participate in the federal grant program, sponsored by the U.S.D.A Forest Service (Catalog of Federal Domestic Assistance #10-664) agree as follows:

(1) **PURPOSE:**

Now therefore, in consideration of the above premises the parties of the first and second agree to the following terms listed below.

(2) **SCOPE OF SERVICES:**

The Party of the Second Part shall provide the service to the Party of the First Part as set forth in the grant application, narrative and budget form as revised if revisions were done.

(3) **TIME OF PERFORMANCE:**

The services of the Party of the Second Part shall commence on June 21, 2016 and shall terminate on June 15, 2017. In the event of breach by the Party of the Second Part of this agreement, the Party of the First Part will give written notice to the Party of the Second Part specifying the manner in which the agreement has been breached.

All time limits stated are of the essence of this agreement

(4) **COMPENSATION:**

The Party of the Second Part shall be paid **\$16,000.00** by the Party of the First Part according to the schedule on page 4, in accordance with the rules and regulations in Attachment A: The funds awarded under the grant are available on a reimbursement basis after verification of match and in accordance with the payment schedule on page 4. Minor shifts of the funds among categories not to exceed 10 percent may be permitted, but in no case can the total expenditures exceed the amount provided by this contract. Shifts of funds between budget categories exceeding 10 percent must be approved in writing by the Party of The First Part.

Source documentation including canceled checks, copies of invoices, time and attendance records, and/or detailed printouts will be submitted with the “Request for Funds”. Invoices will be marked “PAID” and referenced as to how payment was made (i.e. check number).

(5) **MATCHING/COST SHARE REQUIREMENTS:**

The funding listed above will require a 50/50 match/cost share requirements.

Indirect Cost Rates- Pursuant to OMB Guidance 2 CFR 200.414 allows for Recipients without a negotiated indirect cost rate to accept a de minimis indirect cost rate of 10% of Modified Total Direct Cost. Recipients with a federally negotiated indirect cost rate must be identified in the proposal and subaward. A copy of the Recipient's approved indirect cost rate agreement must accompany their application. All federal and recipient matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

Funds under this grant are not to be allocated for research; the funds are for project expenses only.

(6) **PRE-AWARD COST:**

Pursuant to OMB Guidance, 2 CFR 200.458 are hereby authorized where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of awarding agency.

(7) **ASSISTANCE:**

The Party of the First Part agrees upon request of the Party of the Second Part to furnish, or otherwise make available to the Party of the Second Part, copies of existing non-proprietary materials in the possession of the Party of the First Part that are reasonably related to the subject matter of this agreement and are necessary to the Party of the Second Part for completion of his performance under this agreement.

(8) **GENERAL PROVISIONS:**

Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Party of the Second Part shall not assign, sublet or subcontract any work related to this agreement or any interest it may have herein without the prior written consent of the Party of the First Part. This contract is subject to appropriations by the Virginia General Assembly.

(9) **LAW APPLICABLE:**

This Memorandum of Agreement shall be governed by the laws of the Commonwealth of Virginia.

(10) **INTEGRATION AND MODIFICATION:**

This contract constitutes the entire agreement between the Party of the Second Part and the Party of the First Part. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

This award is executed as of the date of the last signature and is effective through June 15, 2017 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory individuals. Any request for extension must be in writing a minimum of 30 days prior to the end of the stated grant period. Extensions will not be guaranteed.

(11) **TERMINATION:**

The Party of the First Part may terminate this agreement for its convenience upon 60 days written notice to the other party. The Party of the Second Part shall be paid for no service rendered or expense incurred after receipt of

such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its/his work under this agreement.

In the event of breach by the Party of the Second Part of this agreement, the Party of the First Part shall have the right immediately to rescind, revoke or terminate the agreement. In the alternative the Party of the First Part will give written notice to the Party of the Second Part specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Party of the Second Part has not substantially corrected the breach within the sixty 60 days of receipt of the written notice, the Party of the First Part shall have the right to terminate this Agreement.

In the event of rescission, revocation or termination, all documents and other materials related to the performance of this Agreement shall become the property of the Department of Forestry.

(12) **COLLATERAL CONTRACTS:**

Where there exists any inconsistency between this Agreement, Attachment A and other provisions of collateral contractual agreements which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

(13) **ANTI-DISCRIMINATION:**

During the performance of this contract, the Party of the Second Part agrees as follows;

The Party of the Second Part will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonable necessary to the normal operation of the Party of the Second Part. The Party of the Second Part agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Party of the Second Part, in all solicitations or advertisement for employees placed by or on behalf of the Party of the Second Part, will state that such Party of the Second Part is an equal opportunity employer.

Notices, advertisements and solicitations in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of the Section.

The Party of the Second Part will include the above provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

(14) **APPLICATIONS:**

This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

(15) **SEVERABILITY:**

Each paragraph and provision of the Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

(16) **CONTINGENT FEE WARRANTY:**

The Party of the Second Part warrants that he/it has not employed or retained any person or persons for the purpose of soliciting or securing this Agreement. The Party of the Second Part further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the award or making of this Agreement. For breach of one or both of the foregoing warranties, the Agency shall have the right to terminate this agreement without liability, or, in its discretion or otherwise recover, the full amount of said prohibition fee, commission, percentage, brokerage fee, gift or contingent fee.

(17) **CONFLICT OF INTEREST:**

The Party of the Second Part warrants that he has fully complied with the Virginia Conflict of Interest Act.

(18) **FINANCIAL RECORDS AVAILABILITY:**

The Party of the Second Part agrees to retain all books, records and other documents relative to this Agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Party of the First Part, its authorized agents and/or State auditors shall have full access to and the right to examine any of said materials during said period.

The Party of the Second Part agrees to comply with the Federal cost and administrative regulations found in the OMB Uniform Guidance published December 26, 2014.

Administrative Regulations can be located at: http://whitehouse.gov/omb/grants_default/

Cost Principles can be located at: <http://gpoaccess.gov/cfr/index.html>.

Forms can be found at http://www.ocio.usda.gov/forms/ocio_forms.html or <http://search.usda.gov>

(19) **PERFORMANCE REPORTS:**

The Party of the Second Part agrees to provide the Party of the First Part performance reports on all activities identified in the proposals as they occur. The performance reports will contain a summary of progress and activities for each activity within the proposal; indicate any problems and solutions in meeting requirements, and provide financial funds expenditure information for reimbursement as appropriate. Please see the Performance Report Form

Grantees may request reimbursement as frequently as needed (within reason) but no more than 4 times per grant cycle.

The schedule for submittal of the periodic performance reports shall be as follows:

PERIOD COVERED	SUBMITTAL DATE
July 30, 2016 - September 30, 2016	October 15, 2016
October 1, 2016 - December 31, 2016	January 15, 2017
January 1, 2017 - March 31, 2017	April 15, 2017
Final April 1, 2017 - June 30, 2017	July 31, 2017

(20) **PRINCIPAL CONTACTS:**

	Program Contact		Administrative Contact
Name	Barbara White	Name	Pam Romanello
Address	900 Natural Resource Drive	Address	900 Natural Resource Drive
City, State, Zip	Charlottesville, VA 22903	City, State, Zip	Charlottesville, VA 22903
Phone	434-220-9041	Phone	434-220-9050
Email	Barbara.white@dof.virginia.gov	Email	Pam.romaello@dof.virginia.gov

In witness whereof the parties have caused this agreement to be executed by the following duly authorized officials:

PARTY OF THE SECOND PART

PARTY OF THE FIRST PART

This contract has been reviewed by the staff of the Party of the First Part. Its substantive terms are appropriate, and sufficient funds have been obligated for its performance.

BY (Print Name): Christopher P. Morrill	BY (Print Name):
(Signature):	(Signature):
TITLE: City Manager	TITLE:
ORGANIZATION: City of Roanoke, Virginia	AGENCY: Virginia Department of Forestry
DATE:	DATE:

Attachment A

- A. **Collaborative Arrangements:** Where permitted by terms of the award, may enter into collaborative arrangements with other organizations to jointly carry out activities with grant funds.
- B. **Non-Liability:** The Virginia Department of Forestry does not assume liability for any third party damages arising out of this award.
- C. **Metric System of Measurement:** Wherever measurements are required or authorized, they shall also be made, computed and recorded in metric system units of measurement, unless otherwise authorized in writing.
- D. **Trafficking in Persons:** Human Trafficking is prohibited; additional information can be found under the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104 (g)).
- E. **Eligible Workers:** All sub-recipients shall ensure that all employees complete the I-9 form and certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.C.S. 1324a).
- F. **Program Income:** If any program income is generated as a result of an award, costs incidents due to the generation of program income can be deducted from the gross income to determine the program income amount, provided these costs have not been charged to the award and comply with the applicable Cost Principles.
- G. **Grants may not be used for entertainment purposes.** This means food, recreational type items, entertainment such as music, alcohol, plays movies, etc. These items also may not be used as match to the grant funding. Land may not be used as match. Rule of thumb – if you can't purchase it directly with grant dollars then most likely one cannot use it as match.
- H. **Award Closeout:** Award will be closed out either on the expiration date or with the notice of termination. Any unobligated funding at that time will be reverted to the Department of Forestry.
- I. **Program Performance Reports:** Shall be submitted in order to monitor performance of grant activities to ensure that performance goals are being achieved. Performance Reports will include: A comparison of actual accomplishments to the goals achieved for the period; reason(s) for delay if established goals were not met; additional pertinent information pertaining to the grant.
- J. **Notification:** Program Manager should be notified immediately of developments that have a significant impact on the activities supported under this grant.
- K. **Changes in Key Positions and Personnel:** Revisions to key positions and personnel identified in the application for this award require prior, written approval from the Department of Forestry. Failure to obtain prior, written approval when required may result in the disallowance of costs.
- L. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
- M. **Text Messaging while driving:** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging while driving" any and all text messaging by Federal Employees is banned. All sub recipients are encouraged to adopt and enforce policies that ban text messaging while driving while on government business.
- N. **Public Notices/Acknowledgement:** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. It is encouraged to give public notice of the receipt of this

award from time to time, to announce progress and accomplishments. Acknowledge the U.S. Forest Service as well as the Virginia Department of Forestry support in publications, audiovisuals and electronic media developed as a result of this award. A mandatory provision if development of publications or production of audiovisuals, or if information is shared via electronic format (including websites).

- O. **Nondiscrimination Statement-Printed, Electronic or Audiovisual Materials:** the following statement, in full, in any printed audiovisual material or electronic media for public distribution developed or printed with any federal funding.

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.”

If the material is too small to permit the full statement to be included, the material must, at a minimum, include the following statement, in print size no smaller than the text:

“This institution is an equal opportunity provider.”

- P. **Debarment and Suspension:** Grantees must certify if any principals are presently excluded, debarred or suspended from entering into covered transactions with the federal government in according to the terms of 2 CFR Part 180.
- Q. **Drug Free Workplace:** Agrees to provide a drug-free workplace form AD-1049 to the Department of Forestry. This will verify that each employee who will be engaged in the performance of any project/program receiving federal funding will follow drug-free regulations as stated in the Rehabilitation Act of 1973 (29 U.S.C. 794).
- R. **Copyrighting:** Virginia Department of Forestry has the sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award. No original text or graphics produced and submitted by the USFS shall be copyrighted.
- S. **Central Contractor Registration and Universal Identifier Requirements:**
- (i) *Requirement of Central Contractor Registration (CCR)*-unless exempted from 2CFR 25.110, as a recipient you must be registered and maintain information updated at CCR internet site:
<http://www.ccr.gov>.
 - (ii) *Requirement of Data Universal Numbering System (DUNS) Number*- no entity may receive a sub-award unless the entity can provide a DUNS number. (DUNS current internet site:
<http://fedgov.dnb.com/webform>)
- T. **Members of Congress:** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
- U. **Disclosure of Lobbying Activities:** Agrees to disclose lobbying activities pursuant to 31 U.S.C. 1352; the completion of Standard Form LLL is mandatory.
- V. **Federal Funding Accountability and Transparency Act (Sub-award Reporting System):** Effective October 1, 2010 all sub-awards that receives \$25,000 or more from a federal award will need to be reported. The sub-award is responsible for providing DOF with the following information for timely reporting: Name, Address, Federal Tax Identification Number, DUNS Number, Principal place of performance and names of Highly Compensated Officers.
- W. **International Travel:** Funding for international travel is not approved from this grant.

Attachment B

Check list

The following information must be submitted with the Memorandum of Agreement:

1. Application for Federal Assistance SF424
2. Revised Budget Detail – if not receiving full funding
3. Assurances SF424B
4. Debarment AD1048
5. Drug Free Form
6. W-9
7. Legislative Information form

The following forms must be used when requesting reimbursement

1. Reimbursement form
2. Itemized Expense form
3. Volunteer Log if volunteer time is part of the match
4. Volunteer log used for documentation of staff time, or organization equivalent

2016 Urban and Community Forestry Assistance Grants Revised BUDGET WORKSHEET

Applicant: City of Roanoke

Project Name: Revision of Parks Maintenance & Operations Plan; Water Quality Efforts

Grant Number: 16UCF05

ITEM Itemize Expenses Below	<i>Grant Share</i> Direct Expenses or Cash Purchases	<i>Applicant</i> Direct Expenses or Cash Purchases	<i>Applicant</i> In-Kind* Personnel Services: Volunteer & Staff hrs.	<i>Applicant</i> In-Kind Donated: Services, Supplies or Equipment use	Total
Personnel: Urban Forestry Planner, 1040 hrs @ \$20.59/hr	11,305.00	10,105.00			21,410.00
Urban Forestry Planner - Fringe Benefits: 41.53%	4,695.00	4,197.00			8,892.00
Volunteer Tree Stewards: 750 hrs @ \$23.07/hr			17,303.00		17,303.00
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
					-
TOTAL	16,000.00	14,302.00	17,303.00	-	47,605.00

NOTE: Total of Applicant Share Column, In-Kind and Cash Donation Column must equal or exceed Grant Share Column
All grantees are required to maintain and submit written records that fully document all expenses.

* For the 2016-2017 grants, \$23.56 is the federally accepted base rate for volunteers. You may use a higher value for a professional who volunteers his/her professional services. Children should generally be at the minimum wage rate.

**APPLICATION FOR
FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION: <i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED		Applicant Identifier PROPOSAL #																													
		3. DATE RECEIVED BY STATE		State Application Identifier 16UCF05																													
Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier																													
5. Legal Name: <i>City of Roanoke, Virginia</i>																																	
Address (give city, county, state, and zip code) <i>215 Church Avenue, Room 303, Roanoke, VA 24011</i>			Organizational Unit:																														
Name and telephone number of the person to be contacted on matters involving this application (give area code) <i>Daniel J. Henry, 540-853-1994</i>			EMPLOYER IDENTIFICATION NUMBER (EIN): <table border="1" style="width:100%; text-align:center;"> <tr> <td>5</td><td>4</td><td>-</td><td>6</td><td>0</td><td>0</td><td>1</td><td>5</td><td>6</td><td>9</td> </tr> </table>			5	4	-	6	0	0	1	5	6	9																		
5	4	-	6	0	0	1	5	6	9																								
7. TYPE OF APPLICANT: (enter appropriate letter in box) C A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District H. Independent School Dist. I. State Controlled Inst. of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify): _____			8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify): _____																														
9. NAME OF FEDERAL AGENCY: <i>USDA Forest Service</i>			10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO. 1 0 - 6 6 4 TITLE: <i>Cooperative Forestry</i>																														
11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: <i>Revision of Parks Maintenance & Operations Plan; Water Quality Efforts</i>			12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.) <i>City of Roanoke, Virginia</i>																														
13. PROPOSED PROJECT: Start Date: <i>June 21, 2016</i> Ending Date: <i>June 15, 2017</i>		14. CONGRESSIONAL DISTRICTS OF: a. Applicant: <i>6</i> b. Project: <i>6</i>																															
15. ESTIMATED FUNDING: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>a. Federal</td> <td>\$</td> <td>16,000</td> <td>.00</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> <td>14,302</td> <td>.00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>d. Local</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>e. Other (volunteer hours)</td> <td>\$</td> <td>17,303</td> <td>.00</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> <td></td> <td>.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> <td>47,605</td> <td>.00</td> </tr> </table>		a. Federal	\$	16,000	.00	b. Applicant	\$	14,302	.00	c. State	\$.00	d. Local	\$.00	e. Other (volunteer hours)	\$	17,303	.00	f. Program Income	\$.00	g. TOTAL	\$	47,605	.00	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: _____ DATE _____ b. NO. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
a. Federal	\$	16,000	.00																														
b. Applicant	\$	14,302	.00																														
c. State	\$.00																														
d. Local	\$.00																														
e. Other (volunteer hours)	\$	17,303	.00																														
f. Program Income	\$.00																														
g. TOTAL	\$	47,605	.00																														
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attached an explanation <input checked="" type="checkbox"/> No																																	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																																	
a. Typed Name of Authorized Representative: <i>Christopher P. Morrill</i>		b. Title: <i>City Manager</i>		c. Telephone Number: <i>540-853-2333</i>																													
d. Signature of Authorized Representative:				e. Date Signed:																													

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with State funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in

the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593

(identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE City Manager
APPLICANT ORGANIZATION City of Roanoke, Virginia		DATE SUBMITTED

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Roanoke, Virginia

Organization Name

16UCF05

PR/Award Number of Project Name

Christopher P. Morrill, City Manager

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in the transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

8 The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, State, zip code)

Roanoke Department of Parks and Recreation

1802 Courtland Rd NE, Suite 120

Roanoke, VA 24012

Check if there are workplaces on file that are not identified here.

City of Roanoke, Virginia

16UCF05

Organization Name

Award Number or Project Name

Christopher P. Morrill, City Manager

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

- 1 By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2
- 2 The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- 3 Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- 4 Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- 5 If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s) if it previously identified the workplaces in question (see paragraph three).
- 6 Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant, and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll or employees of subrecipients or subcontractors in covered workplaces).

Request for Taxpayer Identification Number and Certification



Section 1 - Taxpayer Identification

<p>Social Security Number (SSN)</p> <p><input checked="" type="checkbox"/> Employer Identification Number (EIN)</p> <p style="text-align: center;">5 4 6 0 0 1 5 6 9</p>	<p>Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number. The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.</p>	
<p>Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)</p> <p style="text-align: center;">0 0 6 7 0 4 3 1 6</p>	<p>Legal Name: City of Roanoke, Virginia</p>	<p>City of Roanoke, Virginia</p>
<p>Entity Type</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S-Corporation</p> <p><input type="checkbox"/> Partnership <input type="checkbox"/> C-Corporation</p> <p><input type="checkbox"/> Trust <input type="checkbox"/> Disregarded Entity</p> <p><input type="checkbox"/> Estate <input type="checkbox"/> Limited Liability Company</p> <p><input checked="" type="checkbox"/> Government <input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation</p>	<p>Entity Classification</p> <p><input type="checkbox"/> Professional Services <input type="checkbox"/> Medical Services</p> <p><input type="checkbox"/> Political Subdivision <input type="checkbox"/> Legal Services</p> <p><input type="checkbox"/> Real Estate Agent <input type="checkbox"/> Joint Venture</p> <p><input checked="" type="checkbox"/> VA Local Government <input type="checkbox"/> Tax Exempt Organization</p> <p><input type="checkbox"/> Federal Government <input type="checkbox"/> OTH Government</p> <p><input type="checkbox"/> VA State Agency <input type="checkbox"/> Other</p>	<p>Exemptions (see instructions)</p> <p>Exempt payee code (if any): 3</p> <p>(from backup withholding)</p> <hr/> <p>Exemption from FATCA reporting code (if any):</p> <hr/>

Contact Information

<p>Legal Address: 215 Church Avenue</p>	<p>Name: Daniel J. Henry</p>	
	<p>Email Address: dan.henry@roanokeva.gov</p>	
<p>City: Roanoke State: VA Zip Code: 24011</p>	<p>Business Phone: (540) 853-1994</p>	
<p>Remittance Address: 215 Church Avenue</p>	<p>Fax Number: (540) 853-5451</p>	
	<p>Mobile Phone: (540) 537-5115</p>	
<p>City: Roanoke State: VA Zip Code: 24011</p>	<p>Alternate Phone:</p>	

Section 2 - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification

Printed Name:	Christopher P. Morrill	
Authorized U.S. Signature:		Date:

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. *Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.*

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain

payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no

reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Section 1 - Taxpayer Identification

Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided. If you are a resident alien and you do not have and/or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note:** *Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.*

Enter the TIN which coincides with the 'Legal Name' provided on the form.

- If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
- If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
- If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or

your ITIN (IRS Individual Taxpayer Identification Number).

- If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.
 - If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN.
- Note:** If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their **Dunn and Bradstreet Universal Numbering System (DUNS)**, if applicable. See number requirement below.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement. The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

Legal Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name as filed with the IRS. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Entity Type. Select the appropriate entity type.

Individual. If you are an individual, you must generally enter the name shown on your income tax return.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or

"doing business as (DBA)" name on the "Business Name" line.

Partnership. A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnership's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA)" name on the "Business Name" line.

Trust. A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

Estate. A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

Government. The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

Non-Profit. An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

Corporation. A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

S-Corporation. A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

C-Corporation. A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

Limited liability Company (LLC). An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate

Commonwealth of Virginia Substitute W-9 Form Instructions

entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner, enter the owner's name on the "Legal Name" line. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Entity Classification. Select the appropriate classification type.

Contact Information. Enter your contact information.

Enter your **Legal Address**. Enter your **Remittance Address**. A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number**. Enter your **Mobile Phone Number**, if applicable. Enter your **Fax Number**, if applicable. Enter your **Email Address**.

For clarification on IRS Guidelines, see www.irs.gov.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation

- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Submission:

Commonwealth Vendor Group
 Post Office Box 1971
 Richmond, VA 23218-1971
 CVG@doa.virginia.gov
 804.823.2701 (fax)

Legislative Information

As part of our continuing process to inform legislators about the fantastic projects being accomplished in Virginia we need the information below.

Please list the Virginia State Senators, Representatives, and US Congressmen and their corresponding District numbers within all Districts affected by your grant.

<http://www.house.gov/>

State Representatives	District Number
http://conview.state.va.us/whosmy.nsf/main?openform	
Delegate Christopher Head	17
Delegate Sam Rasoul	11
State Senators	District Number
http://apps.lis.virginia.gov/sfb1/Senate/TelephoneList.aspx	
Senator John S. Edwards	21
US Senators	
Senator Timothy Kaine	
Senator Mark R. Warner	
US Congressman	District Number
Congressman Bob Goodlatte	6

557
7/26/16

7.a.4.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting a FY 2017 Urban and Community Forestry Grant to fund a part-time Urban Forestry Planner to work under the Urban Forester, and authorizing the execution of any required documents in connection therewith, upon certain terms and conditions.

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

1. The City of Roanoke hereby accepts the FY 2017 Urban and Community Forestry Grant in the amount of \$16,000, with a \$14,302 local match from the City, and 750 hours of in-kind volunteer work by the Roanoke Tree Stewards, to fund various projects, as more particularly set forth in the City Council Agenda Report dated August 1, 2016.

2. The City Manager is hereby authorized to execute, and the City Clerk is authorized to attest, a Memorandum of Understanding attached to the City Council Agenda Report dated August 1, 2016, and any other documents necessary to accept and implement such grant, as more particularly set forth in the City Council Agenda Report dated August 1, 2016, such documents to be approved as to form by the City Attorney, and to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Urban and Community Forestry Grant, amending and reordaining certain sections of the 2016-2017 General and Grant Funds Appropriations, and dispensing with the second reading by title of this ordinance.

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

General Fund

Appropriations		
Temporary Wages	01-620-4340-1004	(\$13,286)
FICA	01-620-4340-1120	(1,016)
Transfer to Grant Fund	01-250-9310-9535	14,302

Grant Fund

Appropriations		
Regular Employee Salaries	35-620-4380-1002	21,414
City Retirement	35-620-4380-1105	3,385
401 Health Savings Match	35-620-4380-1117	209
FICA	35-620-4380-1120	1,638
Medical Insurance	35-620-4380-1125	3,024
Dental Insurance	35-620-4380-1126	351
Life Insurance	35-620-4380-1130	281
Revenues		
Urban Forestry Grant FY17 - Federal	35-620-4380-4380	16,000
Urban Forestry Grant FY17 – Local Match	35-620-4381-4381	14,302

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

ATTEST:

City Clerk.



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council

Meeting: August 1, 2016

Subject: Authorization to Enter into an Agreement between the City of Roanoke and the Roanoke-Blacksburg Regional Airport to Clarify Criminal Investigation Responsibilities and Extend Airport Police Department Authority to Adjacent Highways. (CM16-00100)

Background:

The Roanoke Police Department (RPD) and the Roanoke-Blacksburg Regional Airport/Public Safety Department (APD), currently have mutual jurisdiction on airport property within the City of Roanoke. The APD, as a private police department is required by § 9.1-101 of the Code of Virginia, 1950 as amended, through the Roanoke Regional Airport Commission, to enter into a memorandum of understanding with the City of Roanoke to address the duties and responsibilities of the APD, a private police department, and the City's chief law-enforcement officer, including without limitation, in the conduct of serious criminal investigations on Roanoke-Blacksburg Regional Airport Property, as articulated in the attached MOU.

Considerations:

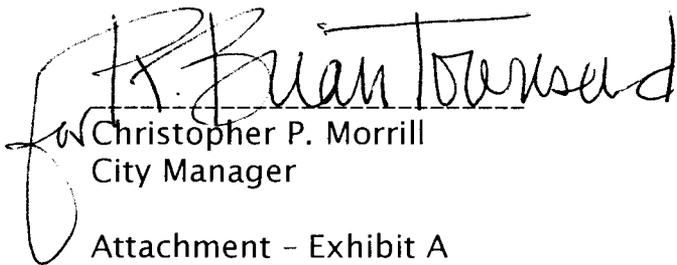
Under the MOU, the RPD will provide, upon request from the APD, at no cost, those personnel, equipment and materials necessary when needed, pursuant to the attached MOU, in the investigation of any event occurring on property owned, leased or controlled by the Roanoke Regional Airport Commission or contiguous property as identified herein, that may require specialized investigative knowledge and/or skills, lengthy or complex follow up investigations, extensive access to Virginia Criminal Information Network (VCIN) or would require APD personnel or equipment to be sent off property, or for any incident or event where Police Department personnel and/or assets would be of benefit to the Roanoke Regional Airport Commission on behalf of the APD. The MOU may be terminated by either party, with or without cause. Termination is effective ten (10) working days after notice is received by the other party.

The Roanoke Regional Airport Commission, located at 5202 Aviation Drive, Roanoke, Virginia 24012, owns, leases, or controls property contiguous to

The Roanoke Regional Airport Commission, located at 5202 Aviation Drive, Roanoke, Virginia 24012, owns, leases, or controls property contiguous to certain highways as defined in section 33.2-100 of the Code of Virginia, including, without limitation, certain interstate highways, secondary highways, state highways, secondary state highways, roadways, streets, and roads (hereinafter jointly and severally referred to as "Highways"), the APD as a private police department shall have its authority extended to all Highways that are adjacent to airport property.

Recommended Action:

Authorize the City Manager, or his designee, to execute the proposed agreement, substantially similar in form to the agreement attached to this report as Exhibit A, with Roanoke-Blacksburg Regional Airport. Such agreement, or other documents to administer the MOU, shall be approved as to form by the City Attorney.


Christopher P. Morrill
City Manager
Attachment - Exhibit A

Distribution: Council Appointed Officers
R. Brian Townsend, Assistant City Manager
Barbara A. Dameron, Director of Finance
Timothy S. Jones, Chief of Police

MEMORANDUM OF UNDERSTANDING BETWEEN THE
ROANOKE CITY POLICE DEPARTMENT
AND THE
ROANOKE-BLACKSBURG REGIONAL AIRPORT POLICE\PUBLIC SAFETY
DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this _____ day of _____, 2016, by and between the CITY OF ROANOKE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Police Department," and the Roanoke Regional Airport Commission on behalf of the Roanoke-Blacksburg Regional Airport Police\Public Safety Department hereinafter referred to as "APD".

WHEREAS, a private police department means any police department, other than a department that employs police agents under the provisions of § 56-353, Code of Virginia, that employs private police officers operated by an entity authorized by statute or an act of assembly to establish a private police department.

WHEREAS, the authority of a private police department shall be limited to real property owned, leased, or controlled by the entity and, if approved by the local chief of police, any contiguous property; such authority shall not supersede the authority, duties, or jurisdiction vested by law with the local police department including as provided in § 15.2-1704 Code of Virginia.

WHEREAS, the APD, as a private police department, wishes and is required by § 9.1-101 of the Code of Virginia, through the Commission to enter into a memorandum of understanding with the Chief of Police who is the chief local law-enforcement officer that addresses the duties and responsibilities of the APD, a private police department, and the chief law-enforcement officer, including without limitation, in the conduct of specified criminal investigations articulated in this MOU.

WHEREAS, the Roanoke Regional Airport Commission, located at 5202 Aviation Drive, Roanoke, Virginia 24012, owns, leases, or controls property contiguous to

certain highways as defined in section 33.2-100 of the Code of Virginia, including, without limitation, certain interstate highways, secondary highways, state highways, secondary state highways, roadways, streets, and roads (hereinafter jointly and severally referred to as "Highways"), and APD has requested approval from the Police Department for extension of APD's private police department authority to all such Highways. Accordingly, the Police Department's Chief of Police hereby approves the extension of APD's private police department authority to all such Highways, which are contiguous to Commission property, and for purposes of this MOU, such Highways shall be considered the same as property owned, leased, or controlled by the Roanoke Regional Airport Commission.

WHEREAS, the Police Department and the Commission on behalf of the APD, agrees pursuant to § 23-234, Code of Virginia, for the use of Police Department personnel, equipment and materials when needed in the investigation of any felony criminal sexual assault enumerated in § 18.2-67.5:2 subsection B and § 18.2-67.5:3 subsection B, Code of Virginia 1950 as amended.

WHEREAS, the Police Department and the Roanoke Regional Airport Commission on behalf of the APD agree, for the use of Police Department personnel, equipment and materials when needed in the investigation of any criminal offense that is expected to involve a lengthy or complex follow-up investigation, any investigation that would require specialized investigative knowledge or skills, any investigation that would require extensive VCIN queries, any investigation that would require Commission assets be deployed off of Commission property, or for any incident or event where Police Department personnel and/or assets would be of benefit to the Roanoke Regional Airport Commission on behalf of the APD. All other investigations will be conducted by the APD which will function as the primary investigative entity for criminal offenses occurring on property owned, leased, or controlled by the Roanoke Regional Airport Commission.

WHEREAS, § 9.1-101, § 15.2-1726, § 15.2-1730 and § 15.2-1736 Code of Virginia enumerate the provisions for cooperation in the furnishing of police services, the Police Department and Roanoke Regional Airport Commission on behalf of APD ,

agree to enter into a Memorandum of Understanding pursuant to § 9.1-101, § 23-234, § 15.2-1726, § 15.2-1730 and § 15.2-1736 of the Code of Virginia to include the following provisions enumerated in this Memorandum of Understanding.

NOW THEREFORE, for and in consideration of the undertakings of the parties to this Memorandum of Understanding, hereinafter referred to as “MOU”, the Police Department and the Roanoke Regional Airport Commission on behalf of APD e covenant and agree, each with the other as follows:

Whereas Clauses Incorporated by Reference: The above whereas clauses are hereby incorporated by reference herein and made a part of this MOU.

Definitions: As used in this Agreement, the following words and phrases shall have the following meanings ascribed to them in this section:

The words “Police Department” shall mean the Roanoke City Police Department, Virginia.

The words “APD”, “Private Police Department” and “Airport Police” shall mean the Roanoke Regional Airport Commission on behalf of the Roanoke-Blacksburg Regional Airport Police\Public Safety Department.

The term “incident” shall mean any event, including investigation of any felony or misdemeanor, on property owned, leased, or controlled by the Roanoke Regional Airport Commission or contiguous property as identified herein.

Gender: Any word importing the masculine gender used in the MOU may extend to and be applied to females as well as to males.

Response to Incidents: The Airport Police shall have the responsibility for first response to incidents occurring on property owned, leased, or controlled by the Roanoke Regional Airport Commission or contiguous property as identified herein.

Reporting to the Commonwealth Attorney: In the event that the Police Department investigates any felony criminal sexual assault enumerated in §18.2-

67.5:2 subsection B and §18.2-67.5:3 subsection B, Code of Virginia, the Police Department will notify the local attorney for the Commonwealth of such investigation within 48 hours of the beginning such investigation.

Use of Personnel and Equipment: The Police Department will provide, upon request from the Airport Police, at no cost, those personnel, the equipment and materials necessary when needed, pursuant to this MOU, in the investigation of any event occurring on property owned, leased or controlled by the Roanoke Regional Airport Commission or contiguous property as identified herein, that may require specialized investigative knowledge and/or skills, lengthy or complex follow up investigations, extensive VCIN access or would require APD personnel or equipment to be sent off property, or for any incident or event where Police Department personnel and/or assets would be of benefit to the Roanoke Regional Airport Commission on behalf of the APD.

Documentation: The Police Department, when requested pursuant to this MOU, will use Police Department reports and forms to document any investigation pursuant to the MOU. The Police Department shall maintain dominion and control over any and all reports or forms associated with any investigation conducted by Police Department personnel.

The Police Department shall be responsible, pursuant to §19.2-390, Code of Virginia, for reporting any arrest made in conjunction with any felony criminal sexual assault enumerated in § 18.2-67.5:2 subsection B and §18.2-67.5:3 subsection B, Code of Virginia.

The APD shall be responsible to report to the Police Department any crime committed on property owned, leased, or controlled by the Roanoke Regional Airport Commission. For incidents identified as having reportable information according to IBR, APD shall coordinate with the Police Department on the Police Department's transfer of this information to the State Police as APD does not currently hold VCIN status as a reporting agency. Any information so relayed will be entered by the Police Department under APD's ORI, when APD's ORI is assigned.

Pursuant to §19.2-390 of the Code of Virginia, the Police Department shall be responsible for reporting any arrest made in conjunction with any felony criminal sexual assault enumerated in §18.2-67.5:2(8) or §18.2-67.5:3(8) of the Code of Virginia occurring on property owned, leased, or controlled by the Roanoke Regional Airport Commission or contiguous property as defined herein.

Command Protocol: When Airport Police request Police Department assistance pursuant to this MOU the following command protocols will be initiated:

APD will, with the exception of ensuring the delivery of necessary medical response, ensuring the safety and security of persons on property owned, leased or controlled by the Roanoke Regional Airport Commission, and or the detention or arrest of a person(s) suspected of being the perpetrator(s) of a crime, establish a perimeter and await the arrival of Police Department personnel. APD will be first responders to the area and will do the following; (1) take required police action; (2) establish a perimeter; (3) arrange for needed medical attention for the injured; and (4) await the arrival of Police Department personnel. APD will not, absent direction from responding or on-scene Police Department personnel, initiate or continue any investigative process(es) or procedure(s).

On scene Police Department personnel will assume command authority for the scene and any APD personnel on scene. Police Department personnel will maintain command authority over the scene and investigation until such time as the scene is released to APD personnel.

Police Department personnel arriving at a crime scene that is found to have been compromised or contaminated will provide personnel, the equipment and materials necessary to assist APD personnel but may choose to not assume the role as the primary investigator.

Responsibility of the Parties: To the extent permitted by applicable law, each party to this MOU will be responsible for the actions, inactions or violations of its officers, employees and agents in connection with scope of services described herein, but nothing contained herein shall be construed as a waiver of the sovereign immunity of either party.

Operational Policies: Police Department personnel shall comply with the policies and Operational Directives of the Police Department. APD personnel shall comply with the policies and procedures of the Airport Police Department while engaged in an investigation that the Police Department is managing and handling as the primary investigator pursuant to this MOU. In such instances the policies and/or procedures and/or processes of the Police Department will take precedence over those of the APD. The Police Department and the APD shall maintain control over its respective personnel other than as articulated in this MOU and only as regards investigative policies and/or procedures and/or processes. The Police Department and the APD agree to hold their own officers accountable for compliance with operational policies of the employing entity.

No Effect on Existing Powers: This MOU shall not supersede, restrict, limit or otherwise impair or affect any powers, authority, or agreement already existing pursuant to the Code of Virginia or any authority or power existing under the City of Roanoke's charter or the Roanoke Regional Airport Commission Act, Chapter 140, Acts of Assembly (1986).

Rights of Officers: While acting under or pursuant to this MOU all Police Department officers, agents or employees shall have all the immunities from liabilities and exemptions from laws, ordinances and regulations and shall have all the salary, pension, relief, disability, Workers' Compensation and other benefits enjoyed by him while performing his respective duties within the territorial limits of his political subdivision. While acting under or pursuant to this MOU, all APD private police officers shall have all the immunities from liabilities and exemptions from laws, ordinances and regulations and shall have all benefits of an APD private police officer.

Immunities: This MOU shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to the Police Department or any officer, agent or employee of the Police Department or to the APD or any officer, agent or employee of the APD. All of the immunities from liability enjoyed by the Police Department and the APD shall be enjoyed by them and their officers, agents, and/or employees.

Termination: Either party to this MOU shall have the right to terminate this MOU, with or without cause, by giving written notice to the chief administrative officer of the other party by certified mail, return receipt requested. Any termination shall be effective ten (10) working days after receipt of notice of termination.

Completeness of Agreement: This MOU represents the entire and integrated MOU between the Police Department and the Roanoke Regional Airport Commission on behalf of the APD and supersedes all prior negotiations, representations or agreements either oral or written.

Term: This agreement will stay in force until such time as the MOU is presented by one or the other signing parties for modification, is terminated by either party or is replaced and thus superseded by a new MOU executed by both parties. At any time, as needed, this MOU may be reviewed but may be modified or revised only by written instrument signed by authorized representative of the Police Department and the Roanoke Regional Airport Commission on behalf of the APD.

Effective Date: This MOU shall be effective on _____ "Effective Date."

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective representatives.

CITY OF ROANOKE

By _____
Christopher P. Morrill, City Manager

Date: _____

ROANOKE REGIONAL AIRPORT COMMISSION

By _____
Timothy Bradshaw, Executive Director

Date: _____

JLS

7.0.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to enter into an agreement by and between the City of Roanoke, the Roanoke Regional Airport Commission on behalf of the Roanoke-Blacksburg Regional Airport Police/Public Safety Department to clarify criminal investigation responsibilities and extend Airport Police authority to adjacent highways, upon certain terms and conditions, and dispensing with the second reading of this Ordinance by title.

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

1. The City Manager and the City Clerk are authorized to execute and attest, respectively, on behalf of the City of Roanoke, in a form approved by the City Attorney, an agreement by and between the City of Roanoke, the Roanoke Regional Airport Commission on behalf of the Roanoke-Blacksburg Regional Airport Police/Public Safety Department, to clarify criminal investigation responsibilities and extend Airport Police authority to adjacent highways upon such terms and conditions, and as are more particularly described in the City Council Agenda Report dated August 1, 2016.

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

ATTEST:

City Clerk.



Daniel J. Callaghan
City Attorney

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

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

7.6.1.
Timothy R. Spencer
Steven J. Talevi
David L. Collins
Heather P. Ferguson
Laura M. Carini
Assistant City Attorneys

August 1, 2016

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Re: Authorization to execute a Service Agreement and a First Amendment to Support Agreement in connection with a bond issuance in the amount of up to \$3,000,000 by the Roanoke Valley Broadband Authority through the Virginia Resources Authority.

Dear Mayor Lea and Members of Council:

BACKGROUND:

In 2013, the City of Roanoke, the City of Salem, Botetourt County, and Roanoke County formed the Roanoke Valley Broadband Authority ("RVBA") for the purpose of bringing a broadband network to the Roanoke Valley. The City of Roanoke and the City of Salem, Virginia (the "Cities"), the RVBA and VRA executed a Support Agreement dated as of April 10, 2015 (the "2015 Support Agreement") pursuant to which the Cities entered into non-binding obligations to consider certain appropriations in support of the RVBA's revenue bond in the original principal amount of \$5,780,000 (the "Series 2015 Local Bond") issued by the RVBA and sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated as of April 10, 2015 between the RVBA and VRA (the "2015 Financing Agreement") to finance the design, engineering and construction of an approximately 47-mile metropolitan, suburban and rural fiber optic telecommunications network with single ring architecture in the Roanoke Valley area, including related landscaping, infrastructure and issuance costs (the "Original Project").

RVBA has determined that, as allowed by Section 15.2-5431.11 of the Code of Virginia, 1950, as amended, it is in its best interest to design, construct and operate an approximately 25-mile extension to the Original Project (the "Roanoke County Extension," and, with the Original Project, the "Project") to be located mostly in the County and to issue its revenue bond in the original principal amount of \$3,000,000 plus amounts for a required Local Debt Service Reserve Fund, administrative costs and costs of issuance (the "Series 2016 Local Bond") to be sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated June 17, 2016 between the RVBA and VRA (the "2016 Financing Agreement" and, with the 2015 Financing Agreement, the "Financing Agreements"). On June 10, 2016, the board of RVBA voted to authorize the Series 2016 Local Bond.

The Board of Supervisors of Roanoke County, Virginia, adopted on July 19, 2016 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the County to consider certain appropriations in support of the Series 2016 Local Bond and the Project to

be memorialized in a support agreement (the "Roanoke County Support Agreement") to be executed and delivered to VRA by the County.

The Cities, VRA and the County have considered in the Service Agreement that the County's obligation under the Roanoke County Support Agreement will be limited to (1) the amount of the debt service on the Series 2016 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses (as defined in the Financing Agreements) and other payments due and owing by the RVBA under the Financing Agreements, excluding the amount of the debt service on the Series 2015 Local Bond, and that the Cities' respective obligations under the 2015 Support Agreement, as amended by an amendment to the 2015 Support Agreement (the "First Amendment"), will each be limited to (1) one-half (1/2) of the debt service on the Series 2015 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements, excluding the debt service on the Series 2016 Local Bond, the form of which Service Agreement is attached to this report.

Pursuant to the terms of the proposed First Amendment, the City Managers for Roanoke and Salem shall include (1) one-half (1/2) of the debt service on the Series 2015 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements, excluding the debt service on the Series 2016 Local Bond in the annual budgets for their respective localities, beginning in 2017. VRA considers the Support Agreement to be a "local obligation" pursuant to Section 62.1-216.1, Code of Virginia (1950) as amended. In the event that Council does not appropriate the above obligation and the City fails to make a payment to VRA, VRA has the right to institute the "state-aid intercept" process set forth in Section 62.1-216.1, Code of Virginia, and the Governor could cause the Comptroller to withhold payments otherwise due the City until the amount due VRA is paid. VRA has agreed to provide the City with 60 days prior notice before instituting the "state-aid intercept" process unless the Local Debt Service Reserve Fund that RVBA is required to maintain is insufficient for the payment that is due.

CONSIDERATIONS:

The development of the broadband network is in the best interests of the City and its citizens in providing access to the Internet and is critical to the economic development of the City and the Roanoke Valley. The Series 2016 Local Bond is a critical component to the development of this network. The Cities provided VRA with their pledge of "moral obligation" to VRA with respect to the Series 2015 Local Bond. That "moral obligation" remains in place. Roanoke will not be responsible for debt service payments for the Series 2016 Local Bond. VRA will not participate in the Series 2016 Local Bond without the First Amendment to Support Agreement executed by the Cities. Once the initial 47-mile network and the 25-mile extension are constructed and fully operational, RVBA should be generating revenues to meet its operational and debt service obligations.

The Council of the City of Salem will consider this matter at its regular session on Monday, July 25, 2016.

RECOMMENDATION:

Adopt the resolution attached to this report to (i) authorize the Mayor or the City Manager to execute and deliver the Service Agreement and First Amendment substantially similar to those attached to this Report and approved as to form by the City Attorney; (ii) authorize the City Manager to make a request to City Council to appropriate to or on behalf of the RVBA such amounts as may be requested from time to time pursuant to the Support Agreement; (iii) acknowledge that VRA considers the Support Agreement to be a "local obligation" of the City for which VRA has the right to institute the "state-aid intercept" process pursuant to Section 62.1-216.1, Code of Virginia (1950) as amended; and (iv) authorize the City Manager to take such further actions and execute such further documents as may be necessary to obtain, accept,

implement, administer, and enforce such Service Agreement and First Amendment, with any such documents to be approved as to form by the City Attorney.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel J. Callaghan". The signature is fluid and cursive, with the first name "Daniel" being the most prominent.

Daniel J. Callaghan
City Attorney

DJC/lsc
Attachments

- c: Council Appointed Officers
- Sherman Stovall, Assistant City Manager for Operations
- R. Brian Townsend, Assistant City Manager for Community Development
- Barbara Dameron, Director of Finance
- Wayne Bowers, Director, Department of Economic Development
- Amelia Merchant, Director, Department of Management and Budget

**FIRST AMENDMENT TO SUPPORT AGREEMENT FOR THE
ROANOKE VALLEY BROADBAND AUTHORITY**

THIS FIRST AMENDMENT TO SUPPORT AGREEMENT is made as of August 1, 2016, among the **CITY OF ROANOKE, VIRGINIA** (the “City of Roanoke”), the **CITY OF SALEM, VIRGINIA** (the “City of Salem,” and, with the City of Roanoke, the “Cities”), the **ROANOKE VALLEY BROADBAND AUTHORITY** (the “RVBA”), and the **VIRGINIA RESOURCES AUTHORITY** (“VRA”), as purchaser of the 2015 and the 2016 Local Bonds, as hereinafter defined, pursuant to the Financing Agreements, as hereinafter defined.

RECITALS:

WHEREAS, heretofore, the Cities, the RVBA and VRA executed a Support Agreement dated as of April 10, 2015 (the “2015 Support Agreement”) pursuant to which the Cities entered into non-binding obligations to consider certain appropriations in support of the RVBA’s revenue bond in the original principal amount of \$5,780,000 (the “Series 2015 Local Bond”) issued by the RVBA and sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated as of April 10, 2015 between the RVBA and VRA (the “2015 Financing Agreement”) (the term “Series 2015 Local Bond” being the same as the term “Local Bond” as defined in the 2015 Financing Agreement) to finance the design, engineering and construction of an approximately 47-mile metropolitan, suburban and rural fiber optic telecommunications network with single ring architecture in the Roanoke Valley area, including related landscaping, infrastructure and issuance costs (the “Project”); and,

WHEREAS, RVBA has determined that, as allowed by Section 15.2-5431.11 of the Code of Virginia, 1950, as amended, it is in its best interest to design, construct and operate an approximately 25-mile extension to the Project (the “Roanoke County Extension”) to be located mostly in Roanoke County, Virginia and to issue its revenue bond in the original principal amount of \$3,000,000 plus amounts for a required Local Debt Service Reserve Fund, administrative costs and costs of issuance (the “Series 2016 Local Bond”) to be sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated as of August 1, 2016 between the RVBA and VRA (the “2016 Financing Agreement” and, with the 2015 Financing Agreement, the “Financing Agreements”); and,

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, adopted on July 19, 2016 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of Roanoke County, Virginia to consider certain appropriations in support of the Series 2016 Local Bond, the Roanoke County Extension and the Project to be memorialized in a support agreement (the “Roanoke County Support Agreement”) to be executed and delivered to VRA by Roanoke County; and,

WHEREAS, the Cities, VRA and Roanoke County, Virginia have agreed that Roanoke County’s obligation under the Roanoke County Support Agreement will be limited to (1) the amount of the debt service on the Series 2016 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses (as defined in the Financing Agreements) and other payments due and owing by the RVBA under the Financing Agreements (other than debt service

under the 2015 Financing Agreement and the Series Local 2015 Bond), and that the City of Roanoke's and the City of Salem's respective obligations under the 2015 Support Agreement will each be limited to (1) one-half (1/2) of the debt service on the Series 2015 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements (other than debt service under the 2016 Financing Agreement and the Series 2016 Local Bond).

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein, and of the mutual covenants herein set forth, the parties hereto agree to amend the 2015 Support Agreement as follows:

1. Section 3 of the 2015 Support Agreement shall be deleted and the following Section 3 shall be substituted:

3. No later than March 1 of each year, beginning March 1, 2016, RVBA shall (1) provide Salem and Roanoke with the balance in the Local Debt Service Reserve Fund (as such term is defined in the Financing Agreement) and (2) notify each of the City Councils of the amount by which the RVBA reasonably expects to need to fund its (i) debt service obligations under the Financing Agreement (hereinafter the "2015 Financing Agreement") and the Local Bond (hereinafter sometimes the "Series 2015 Local Bond"), (ii) Operation and Maintenance Expenses, and (iii) other payments due and owing by RVBA under the 2015 Financing Agreement and the Local Bond Sale and Financing Agreement dated as of August 1, 2016 between the RVBA and VRA (the "2016 Financing Agreement" and the bond issued pursuant thereto is referred to as the "Series 2016 Local Bond") (the 2015 Financing Agreement and the 2016 Financing Agreement are collectively referred to as the "Financing Agreements"), excluding debt service under the 2016 Financing Agreement and the Series 2016 Local Bond, in full as and when due during each of the Cities' fiscal years beginning the following July 1. For purposes of establishing Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements, the Revenues generated from both the Project and the Roanoke County Extension will be combined and applied to all of the Operation and Maintenance Expenses (as defined in the Financing Agreements) and other payments due and owing under the Financing Agreements.

2. Section 4 of the 2015 Support Agreement shall be deleted and the following Section 4 shall be substituted:

4. The City Manager for the City of Roanoke (the "Roanoke City Manager") and the City Manager for the City of Salem (the "Salem City Manager," and, with the Roanoke City Manager, the

“City Managers”) shall each include (1) one-half (1/2) of the debt service under the 2015 Financing Agreement and the Series 2015 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses and (3) one-third (1/3rd) of other payments due and owing by RVBA under the Financing Agreements, excluding the debt service under the 2016 Financing Agreement and the Series 2016 Local Bond (the “Cities Deficiency Amount,” which is the same as the term “Deficiency Amount” used in Sections 5 and 6 of the 2015 Support Agreement) in the budgets submitted to the City Councils for the following fiscal year as an amount to be budgeted to or on behalf of RVBA. Each of the City Managers shall deliver to VRA within ten (10) days after the adoption of the Cities’ budgets for each fiscal year, but not later than July 15 of each calendar year, starting with the 2017 calendar year, a certificate stating whether each of the City Councils has budgeted to or on behalf of RVBA an amount equal to the Cities Deficiency Amount.

3. Section 8 of the 2015 Support Agreement shall be deleted and the following Section 8 shall be substituted:

Section 8. It is acknowledged that (i) the Series 2015 Local Bond or portion thereof may be payable from amounts derived pursuant to this Agreement, (ii) VRA would not purchase the Series 2015 Local Bond without the non-binding obligation enhancement provided by the Cities pursuant to this Agreement, and (iii) VRA considers this Agreement as a “local obligation” pursuant to Section 62.1-216.1 of the Code of Virginia. In the event of the failure of either of the Cities to pay its respective Cities Deficiency Amount to the RVBA under this Agreement, VRA has the right, and is obligated under the Indenture (as defined in the 2015 Financing Agreement) to institute the “state-aid intercept” process set forth in Section 62.1-216.1 of the Code of Virginia under which the Governor could cause the Comptroller to withhold all further payment to the City that failed to pay its respective Cities Deficiency Amount of funds appropriated and payable by the Commonwealth to such City until the unpaid sum is obtained. The funds so withheld will be directed to VRA to cure the nonpayment. So long as there are adequate amounts in the Local Debt Service Reserve Fund (as defined in the 2015 Financing Agreement) to cover any Series 2015 Local Bond debt service payment then due and payable and due and payable in the following sixty (60) days, VRA will give the affected City sixty (60) days’ notice before instituting the “state-aid intercept” process. If the Local Debt Service Reserve Fund balance is not sufficient for such purpose, then VRA may institute the “state-aid

intercept” process without such notice. Notwithstanding anything in this Agreement or elsewhere, it is further agreed by the parties that in no event shall either the City of Roanoke or the City of Salem be responsible for requesting the appropriation of funds for any amount greater than its respective Cities Deficiency Amount or for any appropriation request.

4. No other revisions to the 2015 Support Agreement are being made and the 2015 Support Agreement is ratified and confirmed.

5. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names by their authorized representatives as of the date first above written.

CITY OF ROANOKE, VIRGINIA

APPROVED AS TO FORM

By: _____
Sherman P. Lea, Sr. Mayor

Roanoke City Attorney

CITY OF SALEM, VIRGINIA

APPROVED AS TO FORM

By: _____
Byron R. Foley, Mayor

Salem City Attorney

ROANOKE VALLEY BROADBAND AUTHORITY

APPROVED AS TO FORM

By: _____
Kevin S. Boggess, Chair

Counsel for Roanoke Valley
Broadband Authority

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett, Executive Director

Appropriation and funds for this Agreement are subject to future appropriations.

Roanoke City Director of Finance

Date

Account Number

[SIGNATURE PAGE TO ROANOKE VALLEY BROADBAND SUPPORT AGREEMENT]

**SERVICE AGREEMENT RELATING TO SUPPORT AGREEMENTS FOR THE
ROANOKE VALLEY BROADBAND AUTHORITY**

THIS SERVICE AGREEMENT is made as of August 1, 2016, among the **CITY OF ROANOKE, VIRGINIA** (the “City of Roanoke”), the **CITY OF SALEM, VIRGINIA** (the “City of Salem,” and, with the City of Roanoke, the “Cities”), **ROANOKE COUNTY, VIRGINIA** (“Roanoke County”), the **ROANOKE VALLEY BROADBAND AUTHORITY** (the “RVBA”), and the **VIRGINIA RESOURCES AUTHORITY** (“VRA”), as purchaser of the 2015 and the 2016 Local Bonds, as hereinafter defined, pursuant to the Financing Agreements, as hereinafter defined.

RECITALS:

WHEREAS, heretofore, the Cities, the RVBA and VRA executed a Support Agreement dated as of April 10, 2015 (the “2015 Support Agreement”) pursuant to which the Cities entered into non-binding obligations to consider certain appropriations in support of the RVBA’s revenue bond in the original principal amount of \$5,780,000 (the “Series 2015 Local Bond”) issued by the RVBA and sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated as of April 10, 2015 between the RVBA and VRA (the “2015 Financing Agreement”) to finance the design, engineering and construction of an approximately 47-mile metropolitan, suburban and rural fiber optic telecommunications network with single ring architecture in the Roanoke Valley area, including related landscaping, infrastructure and issuance costs (the “Project”); and,

WHEREAS, RVBA has determined that, as allowed by Section 15.2-5431.11 of the Code of Virginia, 1950 as amended, it is in its best interest to design, construct and operate an approximately 25-mile extension to the Project (the “Roanoke County Extension”) to be located mostly in Roanoke County, Virginia and to issue its revenue bond in the original principal amount of \$3,000,000 plus amounts for a required Local Debt Service Reserve Fund, administrative costs and costs of issuance (the “Series 2016 Local Bond”) to be sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated June 17, 2016 between the RVBA and VRA (the “2016 Financing Agreement” and, with the 2015 Financing Agreement, the “Financing Agreements”); and,

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, adopted on July 19, 2016 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of Roanoke County, Virginia to consider certain appropriations in support of the Series 2016 Local Bond, the Roanoke County Extension and the Project to be memorialized in a support agreement (the “Roanoke County Support Agreement,” and, with the 2015 Support Agreement, the “Support Agreements”) to be executed and delivered to VRA by Roanoke County; and,

WHEREAS, the Cities and Roanoke County have agreed to allocate among themselves their respective obligations under the Support Agreements so that Roanoke County’s obligations

will be limited to (1) the amount of the debt service on the Series 2016 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses (as defined in the Financing Agreements) and other payments due and owing by the RVBA under the Financing Agreements, and that the City of Roanoke and City of Salem's respective obligations will each be limited to (1) one-half (1/2) of the debt service on the Series 2015 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements. For purposes of establishing Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements, the Revenues generated from both the Project and the Roanoke County Extension will be combined and applied to all of the Operation and Maintenance Expenses and other payments due and owing under the 2015 and 2016 Financing Agreements.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein, and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. The 2015 Support Agreement will be amended by execution and delivery of that certain First Amendment to Support Agreement for the Roanoke Valley Broadband Authority (the "First Amendment to 2015 Support Agreement") in the form of Exhibit A attached hereto.
2. Roanoke County will execute and deliver to VRA the Roanoke County Support Agreement in the form attached hereto as Exhibit B.
3. VRA agrees to accept the First Amendment to 2015 Support Agreement and the Roanoke County Support Agreement as sufficient for the purposes of maintaining the 2015 Local Bond and underwriting the 2016 Local Bond.
4. This Agreement shall continue to be binding on the Cities, Roanoke County and the RVBA after the 2015 Local Bond and the 2016 Local Bond are paid off.
5. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names by their authorized representatives as of the date first above written.

CITY OF ROANOKE, VIRGINIA

APPROVED AS TO FORM

By: _____
Sherman P. Lea, Sr., Mayor

Roanoke City Attorney

CITY OF SALEM, VIRGINIA

APPROVED AS TO FORM

By: _____
Byron R. Foley, Mayor

Salem City Attorney

ROANOKE COUNTY, VIRGINIA

APPROVED AS TO FORM

By: _____
Chair, Board of Supervisors

Roanoke County Attorney

ROANOKE VALLEY BROADBAND AUTHORITY

APPROVED AS TO FORM

By: _____
Kevin S. Boggess, Chair

Counsel for Roanoke Valley
Broadband Authority

Virginia Resources Authority is executing this Service Agreement for the purpose of agreeing to paragraph 3 only.

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett, Executive Director

*[SIGNATURE PAGE TO SERVICE AGREEMENT RELATING TO SUPPORT AGREEMENTS
FOR THE ROANOKE VALLEY BROADBAND AUTHORITY]*

Exhibit A

[Form of First Amendment to 2015 Support Agreement]

Exhibit B

[Form of Roanoke County Support Agreement]

**SUPPORT AGREEMENT FOR THE
ROANOKE VALLEY BROADBAND AUTHORITY**

THIS SUPPORT AGREEMENT is made as of August 1, 2016, among **ROANOKE COUNTY, VIRGINIA** (“Roanoke County”), the **ROANOKE VALLEY BROADBAND AUTHORITY** (the “RVBA”), and the **VIRGINIA RESOURCES AUTHORITY** (“VRA”), as purchaser of the 2016 Local Bond, as hereinafter defined, pursuant to the 2016 Financing Agreement, as hereinafter defined.

RECITALS:

WHEREAS, RVBA was created by the concurrent resolutions adopted by the City of Roanoke, Virginia (the “City of Roanoke”) (September 3, 2013), the City of Salem, Virginia (the “City of Salem,” and with the City of Roanoke, the “Cities”) (September 9, 2013), Botetourt County (September 24, 2013) and Roanoke County (August 27, 2013); and,

WHEREAS, the Commonwealth of Virginia State Corporation Commission issued its Certificate of Incorporation for the RVBA on December 13, 2013, whereupon the RVBA was conclusively deemed to have been lawfully and properly created and established and authorized to exercise its powers under Chapter 54.1 of Title 15.2 of the Code of Virginia, 1950, as amended (the “Virginia Code”); and,

WHEREAS, heretofore RVBA, as allowed by Virginia Code § 15.2-5431.11, issued and sold to VRA a revenue bond in the original principal amount of \$5,780,000 (the “Series 2015 Local Bond”) pursuant to the terms of a Local Bond Sale and Financing Agreement dated as of April 10, 2015 between the RVBA and VRA (the “2015 Financing Agreement”) to finance the design, engineering and construction of an approximately 47-mile metropolitan, suburban and rural fiber optic telecommunications network with single ring architecture in the Roanoke Valley area, including related landscaping, infrastructure and issuance costs (the “Project”); and,

WHEREAS, heretofore, the Cities, the RVBA, and VRA, entered into a Support Agreement dated as of April 10, 2015 (the “2015 Support Agreement”) pursuant to which the Cities entered into non-binding obligations to consider certain appropriations in support of the Series 2015 Local Bond pursuant to the terms of the 2015 Financing Agreement to finance the Project; and,

WHEREAS, RVBA has determined that, as allowed by Virginia Code § 15.2-5431.11, it is in its best interest to design, construct and operate an approximately 25-mile extension to the Project (the “Roanoke County Extension”) to be located mostly in Roanoke County, Virginia and to issue its revenue bond in the original principal amount of \$3,000,000 plus an amount for a required Local Debt Service Reserve Fund, administrative costs and costs of issuance (the “Series 2016 Local Bond”) to be sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated as of June 17, 2016 between the RVBA and the VRA (the “2016

Financing Agreement” and, with the 2015 Financing Agreement, the “Financing Agreements”); and,

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, has adopted on July 19, 2016 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of Roanoke County, Virginia to consider certain appropriations in support of the Series 2016 Local Bond, the Roanoke County Extension and the Project to be memorialized in a support agreement (the “Roanoke County Support Agreement”) to be executed and delivered by Roanoke County to the VRA; and,

WHEREAS, the Cities, VRA and Roanoke County, Virginia have agreed that Roanoke County’s obligation under this 2016 Support Agreement will be limited to (1) the amount of the debt service on the Series 2016 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses (as defined in the Financing Agreements) and other payments due and owing by the RVBA under the Financing Agreements, and that the City of Roanoke’s and City of Salem’s respective obligations under the 2015 Support Agreement will each be limited to (1) one-half of the debt service on the Series 2015 Local Bond and (2) one-third of the Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein, and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this 2016 Support Agreement (this “Agreement”) shall have the meaning given it in the 2016 Financing Agreement.
2. RVBA shall use its best efforts to issue the Series 2016 Local Bond and to use the proceeds thereof to finance the costs of the Project.
3. No later than March 1 of each year, beginning March 1, 2017, RVBA shall (1) provide Roanoke County with the balance in the Local Debt Service Reserve Fund (as such term is defined in the 2016 Financing Agreement) and (2) notify the Board of Supervisors of the amount (the “Annual Operating Amount”) by which RVBA reasonably expects to need to fund its (i) debt service obligations under the 2016 Financing Agreement and the Series 2016 Local Bond, (ii) one-third (1/3rd) of Operation and Maintenance Expenses, and (iii) one-third (1/3rd) of other payments due and owing by RVBA under the Financing Agreements in full as and when due during each of the County’s fiscal years beginning the following July 1. For purposes of establishing Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements, the Revenues generated from both the Project and the Roanoke County Extension will be combined and applied to all of the Operation and Maintenance Expenses and other payments due and owing under the Financing Agreements.

4. The County Administrator for Roanoke County, Virginia (the "Roanoke County Administrator") shall include (1) one hundred percent (100 %) of the debt service on the Series 2016 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements (the "County Deficiency Amount") in the budgets submitted to the Board of Supervisors for the following fiscal year as an amount to be budgeted to or on behalf of RVBA. The Roanoke County Administrator shall deliver to VRA within ten (10) days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each calendar year, starting with the 2017 calendar year, a certificate stating whether the Board of Supervisors has budgeted to or on behalf of RVBA an amount equal to the County Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, RVBA shall notify the County Administrator of the County Deficiency Amount and the County Administrator shall request in the same proportion as set forth in paragraph 4 hereof an appropriation from the Board of Supervisors in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board of Supervisors, and the Board of Supervisors shall consider such request at the Board of Supervisors' next regularly scheduled meeting or as soon thereafter as practicable and at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify VRA as to whether the amount so requested was appropriated. If either of the Board of Supervisors shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Operating Amount reported to such County by the County Administrator for the County's next fiscal year.

7. The County hereby undertakes a non-binding obligation to consider for appropriations such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board of Supervisors, while recognizing that they are not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby state their intent to make such appropriations in future fiscal years, and hereby recommend that future Board of Supervisors do likewise.

8. It is acknowledged that (i) the Series 2016 Local Bond or portion thereof may be payable from amounts derived pursuant to this Agreement, (ii) VRA would not purchase the Series 2016 Local Bond without the non-binding obligation enhancement provided by the County pursuant to this Agreement, and (iii) VRA considers this Agreement as a "local obligation" pursuant to Section 62.1-216.1 of the Virginia Code. In the event of the failure of the County to make its payment of any County Deficiency Amount to the RVBA under this Agreement, VRA has the right, and is obligated under the Indenture (as defined in the 2016 Financing Agreement) to institute the "state-aid intercept" process set forth in Section 62.1-216.1 of the Virginia Code under which the Governor could cause the Comptroller to withhold all further payment to the County that failed to pay its proportional share of the County Deficiency

Amount of funds appropriated and payable by the Commonwealth to the County until the unpaid sum is obtained. The funds so withheld will be directed to VRA to cure the nonpayment. So long as there are adequate amounts in the Local Debt Service Reserve Fund (as defined in the 2016 Financing Agreement) to cover any Series 2016 Local Bond debt service payment then due and payable and due and payable in the following sixty (60) days, VRA will give the County sixty (60) days' notice before instituting the "state-aid intercept" process. If the Local Debt Service Reserve Fund balance is not sufficient for such purpose, then VRA may institute the "state-aid intercept" process without such notice. Notwithstanding anything in this Agreement or elsewhere, it is further agreed by the parties that in no event shall the County be responsible for requesting the appropriation of funds for any amount greater than the County Deficiency Amount or for any appropriation request.

9. Nothing herein contained is or shall be deemed to be a pledge or a lending of the credit of the County to RVBA, VRA or to any holder of the Series 2016 Local Bond or the Series 2015 Local Bond or to any other person or entity, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of either of the County, nor shall anything herein contained legally bind or obligate either of the Board of Supervisors to appropriate funds for the purposes described or mentioned in this Agreement.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to Roanoke County, 5204 Bernard Drive, Roanoke, VA 24018-0798 Attention: County Administrator, (ii) if to RVBA, P.O. Box 2569, Roanoke, Virginia 24010, Attention: Chair, and (iii) if to VRA, to 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving written notice to all the other parties.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Series 2016 Local Bond and all other amounts payable by the RVBA under the 2016 Financing Agreement have been paid in full.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

14. This Agreement constitutes the entire agreement among the parties. No amendment to this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names by their authorized representatives as of the date first above written.

ROANOKE COUNTY, VIRGINIA

APPROVED AS TO FORM

By: _____
_____, Chairman, Board
of Supervisors

Roanoke County Attorney

ROANOKE VALLEY BROADBAND AUTHORITY

APPROVED AS TO FORM

By: _____
Kevin S. Boggess, Chair

Counsel for Roanoke Valley
Broadband Authority

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett, Executive Director

Appropriation and funds for this Agreement are subject to future appropriations.

Roanoke County Director of Finance
Number

Date

Account

[SIGNATURE PAGE TO ROANOKE VALLEY BROADBAND SUPPORT AGREEMENT]

Callaghan

T.6.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing the proper city officials to execute a Service Agreement (the "Service Agreement") among the City of Roanoke and the City of Salem, Virginia (the "Cities"), Roanoke County, Virginia (the "County"), the Roanoke Valley Broadband Authority (the "RVBA"), and the Virginia Resources Authority ("VRA"), and a First Amendment to Support Agreement (the "First Amendment") among the Cities, the RVBA and VRA, subject to certain terms and conditions; and authorizing the City Manager to take certain other actions in connection with the Service Agreement and the First Amendment; and providing for an effective date.

WHEREAS, heretofore, the City of Roanoke and the City of Salem, Virginia (the "Cities"), the RVBA and VRA executed a Support Agreement dated as of April 10, 2015 (the "2015 Support Agreement") pursuant to which the Cities entered into non-binding obligations to consider certain appropriations in support of the RVBA's revenue bond in the original principal amount of \$5,780,000 (the "Series 2015 Local Bond") issued by the RVBA and sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated as of April 10, 2015 between the RVBA and VRA (the "2015 Financing Agreement") to finance the design, engineering and construction of an approximately 47-mile metropolitan, suburban and rural fiber optic telecommunications network with single ring architecture in the Roanoke Valley area, including related landscaping, infrastructure and issuance costs (the "Original Project");

WHEREAS, RVBA has determined that, as allowed by Section 15.2-5431.11 of the Code of Virginia, 1950, as amended, it is in its best interest to design, construct and operate an approximately 25-mile extension to the Original Project (the “Roanoke County Extension,” and, with the Original Project, the “Project”) to be located mostly in the County and to issue its revenue bond in the original principal amount of \$3,000,000 plus amounts for a required Local Debt Service Reserve Fund, administrative costs and costs of issuance (the “Series 2016 Local Bond”) to be sold to VRA pursuant to the terms of a Local Bond Sale and Financing Agreement dated June 17, 2016 between the RVBA and VRA (the “2016 Financing Agreement” and, with the 2015 Financing Agreement, the “Financing Agreements”);

WHEREAS, the Board of Supervisors of Roanoke County, Virginia, adopted on July 19, 2016 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the County to consider certain appropriations in support of the Series 2016 Local Bond and the Project to be memorialized in a support agreement (the “Roanoke County Support Agreement”) to be executed and delivered to VRA by the County; and

WHEREAS, the Cities, VRA and the County have considered in the Service Agreement that the County’s obligation under the Roanoke County Support Agreement will be limited to (1) the amount of the debt service on the Series 2016 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses (as defined in the Financing Agreements) and other payments due and owing by the RVBA under the Financing Agreements, excluding the amount of the debt service on the Series 2015 Local Bond, and that the Cities’ respective obligations under the 2015 Support Agreement, as amended by an

amendment to the 2015 Support Agreement (the "First Amendment"), will each be limited to (1) one-half (1/2) of the debt service on the Series 2015 Local Bond and (2) one-third (1/3rd) of the Operation and Maintenance Expenses and other payments due and owing by the RVBA under the Financing Agreements, excluding the debt service on the Series 2016 Local Bond, the form of which Service Agreement has been presented to this meeting.

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

1. City Council has determined it is in the best interests of the City of Roanoke and its citizens for the City of Roanoke to enter into the Service Agreement and the First Amendment to reflect that the non-binding obligations described in the above recitals will apply to the Series 2015 Local Bond and the Financing Agreements to reflect the issuance and sale of the Series 2016 Local Bond and the financing of the Roanoke County Extension.

2. The Mayor or City Manager, either of whom may act, are each hereby authorized to execute and deliver to the other parties thereto the Service Agreement and First Amendment substantially similar to the above mentioned Service Agreement and First Amendment, which documents are dated as of August 1, 2016, and City Council further approves such Service Agreement and First Amendment, with such completions, omissions, insertions or changes, not inconsistent with this resolution, as may be approved by the Mayor or City Manager. The execution of the Service Agreement and First Amendment by the Mayor or City Manager will be evidence of his approval of such completions, omissions, insertions or changes. The form of any such Service Agreement and First Amendment shall be approved as to form by the City Attorney.

3. As provided in the 2015 Support Agreement, as amended by the First Amendment (the "Support Agreement"), City Council authorizes the City Manager to make a request to City Council to appropriate to or on behalf of the RVBA such amounts as may be requested from time to time pursuant to the Support Agreement, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia and the Charter of the City of Roanoke. City Council, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future City Councils do likewise during the term of the Support Agreement.

4. City Council acknowledges that VRA considers the Support Agreement as a "local obligation" pursuant to Section 62.1-216.1 of the Virginia Code. In the event of the failure of the City of Roanoke to make a payment under the Support Agreement, VRA has the right, and is obligated under the Indenture (as defined in the Financing Agreement) to institute the "state-aid intercept" process set forth in Section 62.1-216.1 of the Virginia Code under which the Governor could cause the Comptroller to withhold all further payment to the City of Roanoke of funds appropriated and payable by the Commonwealth to the City of Roanoke until the unpaid sum is obtained; provided, however, that in the event VRA determines to institute the "state-aid intercept" process, and so long as there are adequate amounts in the Local Debt Service Reserve Fund (as such term is defined in the 2015 Financing Agreement) to cover any Local Bond debt service payment then due and payable and due and payable in the following sixty (60) days, it will give the City of Roanoke sixty (60) days' written notice before instituting the "state-aid intercept" process. If the Local

Debt Service Reserve Fund is not sufficient for such purpose, then VRA may institute the “state-aid intercept” process without such notice. The funds so withheld would be directed to VRA to cure the nonpayment.

5. Nothing herein contained is or shall be deemed to be a pledge or a lending of the credit of the City of Roanoke to RVBA, VRA or to any holder of the Series 2015 Local Bond or the Series 2016 Local Bond or to any other person or entity, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the City of Roanoke, nor shall anything herein contained legally bind or obligate the City Council of Roanoke to appropriate funds for the purposes described or mentioned in the Support Agreement.

6. The City Manager is authorized to take such further actions and execute such further documents as may be necessary to obtain, accept, implement, administer, and enforce such Support Agreement, with any such documents to be approved as to form by the City Attorney.

7. This resolution shall be in full force and effect upon its passage.

ATTEST:

City Clerk.



Daniel J. Callaghan
City Attorney

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

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

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

August 1, 2016

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

Re: Reinstatement of Real Estate Rehabilitation Tax
Exemption and Request for Refund on Real Estate
Located at 303 Jefferson Street, S.W., bearing
Official Tax Map No. 1011806

Dear Mayor Lea and Members of Council:

Background:

Pursuant to Section 32-93 et seq., of the Code of the City of Roanoke (1979) as amended ("City Code"), residential and commercial real property owners who rescue, repair and rehabilitate qualified older buildings may apply to the City for a partial tax exemption on such real estate. The amount of the exemption is the amount equal to the difference in the appraised value of the real estate immediately before commencement of "substantial" rehabilitation to the property and the appraised value of the real estate immediately after completion of "substantial rehabilitation," as such value is determined by the City's Office of Real Estate Valuation ("OREV"). The partial tax exemption lasts for a period of ten (10) years.

For commercial property to be eligible for the partial tax exemption, the following requirements must be met: (1) the property is no less than twenty-five (25) years of age; (2) the property is improved so as to increase the assessed value of the structure by no less than sixty (60) percent; (3) the property is so improved without increasing the total square footage of such structure by more than one hundred percent (100%); and (4) the property must be designed for and suitable for commercial or industrial use after completion of such improvement.

In addition to the above requirements, the property owner must maintain the property in compliance with certain regulations of the City Code that include, and are not limited to: (1) Chapter 7, Building Regulations; (2) Chapter 33, Vegetation and Trash; and (3) Chapter 36.2, Zoning. Real estate that has received the partial tax exemption is reviewed annually by the OREV for compliance with these requirements. If, after receipt of a notice of a violation of any of these provisions, the owner of the property fails or refuses to complete the necessary corrections within the time required for such action, or refuses city inspectors access to such property for the purpose of determining continued eligibility for the rehabilitation partial tax exemption, eligibility for such exemption terminates.

IP Properties, LLC ("IP Properties"), the owner of 303 Jefferson Street, S.W., designated as Roanoke Official Tax Map No. 1011806 ("Property") applied for and received a 10 year rehab partial tax exemption credit on the Property pursuant to Section 32-93 et seq., of the City Code, for the 2009-10 tax year through the 2018-19 tax year. IP Properties leases the lower portion of the Property to a tenant which operates Flanary's Restaurant and Pub ("Flanary's"). Flanary's has obtained a permit from the City to operate outdoor dining pursuant to Section 30-90.1 of the City Code. Maintenance of an outdoor dining permit requires payment of an annual fee to the City.

In April 2015, the OREV reviewed the rehab exemption for the Property to determine compliance with the rehab requirements. It was determined by the OREV that the Property had been cited for Flanary's failure to pay the outdoor dining permit fee, which is coded administratively as a zoning violation rather than as a violation of Section 30-90.1 of the City Code which governs outdoor dining. Notice was sent to IP Properties that this condition existed and needed to be corrected by June 30, 2015, in order to avoid loss of the exemption. Because the matter was not corrected within that time, the OREV terminated the rehabilitation partial tax exemption on the Property for failure to maintain compliance with the zoning requirements of the program. Loss of the partial tax exemption resulted in IP Properties paying an additional \$4,035.24 in real estate taxes, which it paid in the installments that came due in October 2015 and April 2016.

Considerations:

IP Properties has requested the following relief: (1) reinstatement of the rehab partial tax exemption credit on the Property retroactive to July 1, 2015; (2) a refund in the amount of \$4,035.24 which represents the additional tax (excluding interest) it paid as a result of the loss of the rehab credit; and (3) administrative application of the refund to the real estate tax (including the special downtown assessment) and stormwater utility fee that become due on the Property on and after July 1, 2016. A letter from IP Properties dated July 22, 2016, setting forth this request, including its waiver of interest on any refund and its authorization is attached to this letter.

The Commissioner of the Revenue concurs that the administrative coding of Flanary's failure to pay the fee for outdoor dining as a zoning violation, rather than a violation of Chapter 30-9.1 of the City Code, created the erroneous assessment and, pursuant to Section 58.1-3981 A, of the Code of Virginia (1950) as amended, City Council may authorize this refund. The recommendation of the Commissioner is attached to this letter.

The recommendation to reinstate the rehab partial tax exemption credit is consistent with the City's policy to encourage development and rehabilitation of older properties into productive uses within the City. Reinstatement of the rehab partial tax exemption for the Property under these specific and limited circumstances promote the objectives of this program.

Recommended Action:

Authorize the following relief requested by the taxpayer, IP Properties, LLC:(1) reinstatement of the partial tax exemption on the real estate owned by IP Properties, LLC located at 303 Jefferson Street, S.W., bearing Official Tax Map No. 1011806 retroactive to July 1, 2015; (2) issuance of a refund to IP Properties, LLC, in the amount of \$4,035.24 (without interest) which represents the additional tax paid as a result of the loss of the rehab credit; and (3) authorize such refund to be administratively issued by the City in the form of a credit to the real estate taxes, including the special downtown assessment, and stormwater fee that become due on the Property commencing with the 2016-17 tax year.

Sincerely,


Daniel J. Callaghan
City Attorney

- c: Christopher P. Morrill, City Manager
- R. Brian Townsend, Assistant City Manager
for Community Development
- Sherman Stovall, Assistant City Manager
for Operations
- Sherman Holland, Commissioner of Revenue
- Evelyn Powers, City Treasurer
- Barbara A. Dameron, Director of Finance
- Susan Lower, Director, Office of Real Estate Valuation
- Stephanie Moon Reynolds, City Clerk

IP PROPERTIES, LLC
c/o R. Neal Keesee, Jr.
P.O. Box 14125
Roanoke, VA 24038

July 22, 2016

Daniel J. Callaghan
City Attorney
Office of the City Attorney
Noel C. Taylor Municipal Building
215 Church Avenue, SW, Room 464
Roanoke, VA 24011

Re: 303 Jefferson Street, Tax Map 1011806 (the "Property")

Dear Dan:

This letter will serve as IP Properties, LLC's official request for retroactive reinstatement of the Property into the Rehab of Properties exemption/credit/abatement program. Upon reinstatement, IP Properties, LLC waives the payment of interest and authorizes the Treasurer to apply the amount of the refunds to the payment of future real estate taxes due on the Property, including the special downtown district assessment and stormwater utility fees due on the Property.

Thanks for your assistance and please call with any questions.

Very truly yours,

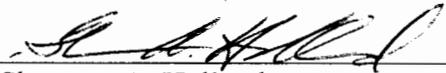


R. Neal Keesee, Jr., Member

CERTIFICATION OF THE COMMISSIONER OF THE REVENUE
PURSUANT TO SECTION 58.1-3981 (A), CODE OF VIRGINIA (1950), AS AMENDED

I, Sherman A. Holland, Commissioner of the Revenue, hereby certify, pursuant to Section 58.1-3981 (A), Code of Virginia (1950), as amended, that IP Properties, LLC, owner of certain real property situated at 303 Jefferson Street, S.W., Roanoke Virginia, bearing Official Tax Map No. 1011806 (Parcel 1011806), that the assessment of Parcel 1011806 was erroneous, based on the termination of a rehab partial tax exemption applicable to Parcel 1011806 for the tax year commencing July 1, 2015. The basis for the termination of the rehab partial tax exemption was that a tenant at Parcel 1011806 had failed to timely pay its fee for an outdoor dining permit and that failure was coded administratively as a violation of Chapter 36.2, Code of the City of Roanoke (1979), as amended (Zoning Ordinance), rather than a violation of Section 30-9.1, Code of the City of Roanoke (1979), as amended (Outdoor Dining Ordinance). Pursuant to Section 32-98.1, Code of the City of Roanoke (1979), as amended, a continuing violation of the Zoning Ordinance is a basis upon which a rehab partial tax exemption may be terminated. A violation of the Outdoor Dining Ordinance is not included in Section 32-98.1 of City Code. IP Properties, LLC is entitled to a refund in the amount of \$4,035.24, without interest as waived by LP Properties, LLC in its letter dated July 22, 2016, to the City Attorney, a copy of which letter is attached to this certification.

Dated this 25th day of July, 2016


Sherman A. Holland
Commissioner of the Revenue

Consented to pursuant to Section 58.1-3981 (A)


Daniel J. Callaghan
City Attorney

DK

7.b.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION authorizing and directing the City Treasurer to refund an overpayment of an erroneous assessment of real estate taxes on real property located at 303 Jefferson Street, S.W., designated as Roanoke Official Tax Map No. 1011806 ("Property"), owned by IP Properties, LLC, for the 2015-2016 tax year, in accordance with the provisions of Section 58.1-3981(A) of the Code of Virginia (1950) as amended; reinstating the partial real estate tax exemption rehabilitation credit on the Property retroactive to July 1, 2015; and authorizing such tax refund to be applied by the City administratively in the form of a credit to the real estate taxes, including the special downtown assessment and stormwater fee, that become due on the Property commencing with the 2016-2017 tax year; upon certain terms and conditions.

WHEREAS, IP Properties, LLC applied for and received a partial real estate tax exemption rehabilitation credit on the Property commencing for tax year 2009-2010 for a period of ten (10) years;

WHEREAS, pursuant to City Code, a partial real estate tax exemption rehabilitation credit may expire if a property owner fails to maintain the property in accordance with certain provisions of City Code, including the Zoning Ordinance, Chapter 36.2;

WHEREAS, the tax credit granted to the Property was terminated effective July 1, 2015, based on the fact that a tenant at the Property failed to pay its outdoor dining permit

fee as required by Section 30-9.1, Code of the City of Roanoke (1979), as amended, and that failure was coded as a violation of the City's Zoning Ordinance; and

WHEREAS, the City's Commissioner of the Revenue has determined and certified, and the City Attorney consented to such certification, as further stated in the City Attorney's letter to this Council dated August 1, 2016, and the attachments to that letter, that an erroneous real estate tax assessment on the Property occurred because the violation of Section 30-9.1 by the tenant was improperly coded as a violation of Chapter 36.2, and that improper coding resulted in the overpayment of the real estate taxes due the Property by the amount of \$4,035.24, for the 2015-2016 tax year, and IP Properties, LLC is entitled to a refund of the same, and the Director of Real Estate Valuation has determined that as a result of such error, reinstatement of the partial real estate tax exemption rehabilitation credit on the Property, retroactive to July 1, 2015, is proper .

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

1. Pursuant to Section 58.1-3981 (A) of the Code of Virginia (1950) as amended, and the certification of the Commissioner of the Revenue, with the consent of the City Attorney, the City Treasurer is hereby authorized and directed to refund to IP Properties, LLC, the amount of \$4,035.24, which amount reflects the overpayment of real estate taxes made on the Property as a result of an erroneous assessment for the 2015-2016 tax year, without interest, which interest has been waived at the request of IP Properties, LLC, as further set forth in the City Attorney's letter to this Council, and the attachments to that letter.

2. The City Treasurer is authorized and directed to apply the balance of such refund administratively in the form of a credit to the real estate taxes, including the special downtown assessment and stormwater fee, that become due on the Property commencing with the 2016-2017 tax year, at the request of the property owner, as further set forth in the City Attorney's letter to this Council dated August 1, 2016.

3. The Director of Real Estate Valuation is authorized and directed to reinstate the partial real estate tax exemption rehabilitation credit on the Property pursuant to Section 32-93 et seq., of the Code of the City of Roanoke (1979) as amended, retroactive to July 1, 2015.

4. The proper City officials are authorized to take such other actions as may be necessary to implement, administer, and enforce the correction of the assessment of the Property, refund and credit such overpayment of taxes, and reinstate the partial real estate tax exemption rehabilitation credit on the Property, retroactive to July 1, 2015.

ATTEST

City Clerk

B.A.



ROANOKE CITY
PUBLIC SCHOOLS
ensuring a bright future for every child

August 1, 2016

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

Dear Members of Council:

As a result of official School Board action on Tuesday, July 14, 2016, the Board respectfully requests that City Council endorse a resolution authorizing the Superintendent to enter into a commercial card service agreement with Fifth Third Bank for the purposes of issuance of one or more credit cards to the School Division.

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

Sincerely,

Cindy H. Poulton
Clerk

pc: Dan Callaghan
Chris Morrill
Barbara Dameron

Rita D. Bishop
Kathleen Jackson
Annette Lewis

School Board

Annette Lewis
Chairman

Lori E. Vaught
Vice Chairman

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

Dr. Rita D. Bishop
Superintendent

Cindy H. Poulton
Clerk of the Board



CITY COUNCIL AGENDA REPORT

To: Honorable Mayor and Members of City Council
Meeting: August 1, 2016
Subject: School Board Request of Temporary Loan Agreement

Background:

The School Board has managed its own financial system and accounts separate and apart from the City of Roanoke since July 2008. On July 7, 2008 the City adopted a resolution authorizing the School Board to enter into temporary loan agreements, a component of which was the issuance of credit cards for the school division's use. The School Board now desires to secure its credit cards through Fifth Third Bank in accordance with Virginia Code §22.1-110.

Considerations:

The City Treasurer recommended that the School Board secure its credit card accounts through a different financial institution than their current provider. The arrangements being recommended have been developed through a collaborative effort of Roanoke City Public Schools (RCPS) Administration, the City Treasurer and other City administrative offices. The City currently has an agreement with Fifth Third Bank for purchase card services and electronic cards payable and receives an annual rebate based on spending levels. This rebate is an additional revenue source for the City and RCPS can benefit from the use of this same commercial card service agreement with Fifth Third Bank.

Recommended Action:

We respectfully recommend that you concur with this report presented on behalf of the School Administration and adopt the attached resolution authorizing the School Board to enter into a temporary loan agreement with Fifth Third Bank.

Handwritten signature of Andrea F. Trent.

Andrea F. Trent
Assistant Director of Finance

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

P. Steve Barnett, Assistant Superintendent for Operations, RCPS
Kathleen M. Jackson, Chief Financial Officer, RCPS

JWS

B.A.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the School Board to enter into a commercial card service agreement with Fifth Third Bank for the purpose of issuance of one or more credit cards to the Schools.

WHEREAS, the School Board has managed its own financial system and accounts separate and apart from the City of Roanoke since July 1, 2008;

WHEREAS, as a consequence of managing its financial system, the School Board maintains its accounts and secures its own credit card account; and

WHEREAS, the City Treasurer recommended that the School Board secure a credit card account through a different financial institution.

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

1. The School Board, through its Superintendent, is hereby authorized to execute temporary loan agreements with Fifth Third Bank in accordance with Virginia Code §22.1-110 for the purpose of securing one or more credit cards in the name of the School Board. Such temporary loan agreements as well as any other necessary and appropriate documents shall be in a form approved by the City Attorney.
2. The maximum total amount of the temporary loans that the Superintendent is authorized to secure is \$500,000 for credit cards, which amount is less than the maximum amount allowed by Virginia Code § 22.1-110.
3. Any amount drawn under such credit card shall be paid to Fifth Third Bank, no later than three months after such amount is so drawn or charged.

ATTEST:

City Clerk.

10. a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE appropriating funding from the Foundation for Roanoke Valley for a Bridges Out of Poverty workshop, amending and reordaining certain sections of the 2016-2017 Grant Fund Appropriations.

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		
Professional Fees	35-630-8315-2010	\$ 9,970
Revenues		
Bridges Out of Poverty FY17	35-630-8315-8315	9,970

ATTEST:

City Clerk.