



City of Radford Council Agenda
Meeting Number 10 of F.Y. 2017-2018

February 12, 2018 at 7:00 p.m.
10 Robertson St., Radford, VA

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION

MINUTES APPROVAL: January 22, 2018 Regular Meeting

REPORT: New River Community Action – Terry Smusz and John McEnhill

RESOLUTION: Joseph Yost
New River Gardens Apt I – Jen Surber
Amend FY 2018 Rate Resolution
Employee Retirement Incentive Plan
Fire Truck Finance Resolution

OLD BUSINESS: None

CITIZEN COMMENTS ON PUBLIC MATTERS:

(Please state your name for the record – Please limit comments to 3 minutes or less)

NEW BUSINESS:

1. Facility Use Agreement City and Schools
2. Ordinance # 1699 Zoning Amendment to Conservation District
3. Request to schedule a Joint Public Hearing w/ Planning Commission – Special Use Permit

COUNCIL MEMBER COMMENTS

Adjourn

Future Meetings:
February 26, 2018 Regular Meeting, 7:00 pm

**The New River City
10 Robertson St. January 22, 2018 Radford, Virginia
Regular Meeting Number 9 of Radford City Council, F.Y. 2017-2018**

The regular meeting of the Radford City Council was convened at 7:00 p.m. in Council Chambers, 10 Robertson Street, Radford, VA. The Mayor of the City, Dr. Bruce Brown was present and presiding. Other members of City Council present were Mr. Robert Gropman, Dr. Richard Harshberger, Mr. Daniel Keith Marshall, and Mr. Michael Turk.

Others present were as follows:

Mr. David Ridpath, City Manager

Mr. Don Goodman, Chief of Police

Ms. Melissa Skelton, Deputy City Clerk/Community Development Director

Following the Pledge of Allegiance, led by local Veterans, Rev. MacCandlish led the invocation.

Mayor Brown announced that on behalf of council; they have evaluated a number of functions in an effort to assess both the ethically and effectiveness of those functions. One thing they generally do during reorganization time is look at a number of contracted services and one of them being City Legal services. Mr. Gropman and Mr. Marshall led an effort to prepare for a request for proposals. They had a number of interested firms that showed an interest and Council chose to contract with Sands Anderson. He also took a moment to thank Gail Cook-DeVilbiss for her services over the last 8 years. Mayor Brown requested that the letter that Council sent to Gail be entered into public record: It reads as follow:

Dear Gail:

On behalf of City Council and City Administration, we want to convey to you our heartfelt thanks for your 8 years of faithful and dedicated service as our City Attorney. Your love for the City has always been evident in your performance of your duties and we have benefited greatly from that.

As you know, we recently advertised for Requests For Proposals (RFP's) for legal services for the City. You chose not to participate in that process, and we respect that decision.

From a number of respondents to the RFP, and based on cost and scope of services, Sands Anderson has been chosen to represent the City beginning February 1, 2018.

We greatly appreciate the many contributions you have made over the years in support of our City Manager and City Council in helping to maintain the smooth operations of the City of Radford. We wish you great success in all of your future endeavors.

Best Regards,

Bruce E. Brown
Mayor
City of Radford

Mayor Brown stated that Sands Anderson would take over effective February 1st.

He also share that they have other initiatives that they will be working on that will reflect the priorities that Council would like to set relative to economic development, business and retail, and housing. Council will have more detail in the coming months.

MINUTES APPROVALS: On a motion by Dr. Harshberber and seconded by Mr. Marshall that the minutes for the January 8, 2018 Regular Meeting are approved as presented.

VOTE:

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

REPORT: Chamber of Commerce

SUMMARY: Lisa Davis, Director of Radford Chamber of Commerce presented an overview of the Chambers accomplishments during FY 2017 and shared the plans that the Chamber has for the upcoming year.

David Horton, Radford Chamber of Commerce President, took a moment to share the highlights from the recent Business Forum that was held at the Library on January 11th.

PUBLIC HEARINGS:

SUBJECT: Radford Transit Application for F.Y. 19 Operating Funds

SUMMARY: Radford Transit receives a portion of its funding from the Federal Transit Administration. This assistance for public transportation systems requires an application to receive the funding, as well as certification and assurances from the transit authority, in our name the City of Radford. A public hearing is required to request urban transit funds as designated from the New River Valley Metropolitan Planning Organization, as well as provide the necessary annual certifications and assurances with the FTA.

Mayor Brown opened the Public Hearing at 7:49.

Bruce said we need more neighborhood penetration.

Mayor Brown closed the Public hearing at 7:49.

SUBJECT: Resolution - Radford Transit Application for F.Y. 19 Operating Funds

SUMMARY: Radford Transit receives a portion of its funding from the Federal Transit Administration. This assistance for public transportation systems requires an application to receive the funding, as well as certification and assurances from the transit authority, in our name the City of Radford. A Resolution, approved by City Council, is required to authorize the City Manager

and City Attorney to execute and file the application, request urban transit funds as designated from the New River Valley Metropolitan Planning Organization, as well as provide the necessary annual certifications and assurances with the FTA.

ACTION: Mr. Marshall moved to approve and adopt the resolution as presented, Mr. Turk, seconded the motion.

VOTE:

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown

NAYES: None-0

CITIZEN COMMENTS: No Comments

NEW BUSINESS: NONE

CITY MANAGERS COMMENTS:

Mr. Ridpath shared that the new Transit Buses and Fire Truck have come in and the ems program is going well.

He also shared that we are working with a couple classes from Virginia Tech, one class is working on river access within Bisset Park and the other class is working with the Heritage Foundation to design and build a train-viewing platform. He appreciates the relationship we have with Virginia Tech.

CITY COUNCIL COMMENTS:

Mr. Gropman thanked the chamber for the forum and their presentation this evening, and shared there are many items on the list that are in their radar.

He also asked if the library could assemble books as a resource on how to start a business and also put together the framework of who to call for various businesses issues and to put them on both the Library and City's Main website. In addition, put a link to the New River Mount Rogers Workforce website.

Dr. Harshberger shared that they are gearing up for the "Walk for Freedom" and festival that will be held in June and July.

Mr. Marshall made a motion, seconded by Mr. Turk to convene a closed meeting for the purpose of Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments, "to review contracts associated with the City Manager and City Attorney," under Virginia Code Section 2.2-3711 (A) (1).

Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. Virginia Code Section 2.2-3711 (A) (3).

Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter. Virginia Code Section 2.2-3711 (A) (7).

VOTE:

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown
NAYES: None-0

No action was taken in the closed meeting.

Mr. Marshall made a motion to adjourn the closed meeting, Mr. Turk seconded the motion.

VOTE:

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown
NAYES: None-0

Mr. Marshall made a motion to re-convene the regular meeting, Mr. Turk seconded the motion.

VOTE:

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown
NAYES: None-0

CERTIFICATION OF THE CLOSED MEETING:

Mr. Marshall made a motion that Council did not discuss anything in the closed meeting other than the two items for which it was convened, Mr. Turk seconded the motion.

VOTE:

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown
NAYES: None-0

Mr. Marshall made a motion to adjourn the meeting at 9:11 p.m., seconded by Mr. Turk.

VOTE:

AYES: Mr. Gropman, Dr. Harshberger, Mr. Marshall, Mr. Turk, Mayor Brown
NAYES: None-0

ATTEST: _____

Melissa A. Skelton, Deputy Clerk of Council



**CITY OF RADFORD
RESOLUTION
HONORING JOSEPH YOST**

WHEREAS, the City of Radford wishes to honor the service and contributions of Joseph Yost., and

WHEREAS, Joseph Yost has served as the 12th District Delegate from 2012- 2017; and

WHEREAS, Joseph Yost was a bipartisan legislator, working across party lines to better serve the citizens of Radford and his District; and

WHEREAS, Delegate Yost was an advocate for Radford City Schools supporting such initiatives as bringing an innovative center of teaching and learning to the campus of Radford High School, supporting the arts, and raising money for Students Versus Cancer; and

WHEREAS, Delgate Yost was recognized by the Virignia Educators Association for all his efforts to better the public school system as well as higher education; and

WHEREAS, Joseph Yost has made strides to provide for better mental health training and services on college campuses throughout the Comonwealth's through his legislation HB1911 which passed unanimously; and

WHEREAS, the Radford City Council reconigizes that Delegate Yost's time as a Delegate is marked by dedication and commitment to the citizens he served;

NOW, THEREFORE BE IT RESOLVED, that the Radford City Council does hereby honor and thank Joseph Yost for his six years of service and leadership.

Bruce E. Brown, Mayor
City of Radford

Attest: _____
Melissa Skelton, Deputy City Clerk

Adopted: February 12, 2018



Revitalization Resolution

A resolution, confirming that New River Gardens I Apartments in Radford Virginia, are located in a revitalization area as defined by VHDA.

WHEREAS, the apartment complex currently known as New River Gardens I is located in a targeted area for housing revitalization within the City of Radford; and

WHEREAS, these units have been occupied for several decades and provide a great opportunity for redevelopment to remove blighted, deteriorated, and deteriorating building, improvements or other facilities; and

WHEREAS, private enterprise and investment are not reasonably expected, without assistance, to produce the construction and/or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area; and,

WHEREAS, the above referenced development is located in a Revitalization Area in the City of Radford, as defined by VHDA. The revitalization area is blighted, deteriorated, deteriorating or if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions – dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition; and

NOW THEREFORE, BE IT RESOLVED this 12th day of February 2018, that the Radford City Council hereby provides this resolution for the proposed redevelopment of the “New River Gardens I” apartment complex.

Bruce E. Brown, Mayor

ATTEST: _____
Melissa A. Skelton, Deputy City Clerk

Adopted: February 12, 2018

MISCELLANEOUS FEES Attachment IV

TREASURERS OFFICE

Dog Tags	Male/Female	10.00
	Unsexed	3.00
	Duplicates	1.00
Returned Checks		25.00

CODE ENFORCEMENT

Administrative Fee \$125

ENGINEER'S OFFICE

Land Disturbing Fees	\$5.00 first five acres \$1.00 each additional 5 acres disturbed
Plan Review Fee	\$50 maximum
Right-of-way Vacation	\$800 deposit, plus all costs upon completion
Roadside Memorial	\$50

Planning Department

Rezoning	\$1,000.00
Special Use Permit	\$1,000.00
Variance	\$1,000
Site Plan Review	\$200

EMS Services

ALS 1 Emergency Treatment	\$700
ALS 2 Emergency Treatment	\$800
BLS Emergency Transport	\$550
Ground Miles	\$16
Non Covered Miles	\$16
Non-Transport Fee (No Treatment)	\$100
BLS Treat and Non-Transport	\$110
ALS Treat and Non-Transport	\$210

**RESOLUTION OF CITY COUNCIL OF CITY OF RADFORD, VIRGINIA
DECLARING ITS INTENTION TO AMEND THE ONE-TIME EARLY
RETIREMENT INCENTIVE OFFERED TO CERTAIN CITY OF RADFORD
EMPLOYEES**

WHEREAS, on June 12, 2017, the City established a voluntary one-time early retirement incentive program (the "Program") attached hereto as Exhibit A, pursuant to which the City offered employees eligible for reduced or unreduced Virginia Retirement System ("VRS") benefits certain additional benefits in exchange for retiring by January 1, 2018; and

WHEREAS, subsequently seven employees entered into a Voluntary Early Retirement Incentive Program Agreement ("Agreement") with the City that provided up to five years of the employer contribution towards employee-only health insurance offered within the City and set forth their intended retirement date pursuant to the Program requirements; and

WHEREAS, Council has determined to include the employer contribution towards the "low option" employee-only dental insurance as an incentive of the Program, beginning on April 1, 2018 for the remainder of the Employee's eligibility for the employer contribution towards employee-only health insurance under each respective Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL THAT THE ONE-TIME EARLY RETIREMENT INCENTIVE PROGRAM IS AMENDED AS FOLLOWS:

Section 1. Beginning on April 1, 2018, the City will provide the employer contribution towards the "low option" employee-only dental insurance offered within the City. Such "low option" dental insurance benefit will continue for up to five years from the date of retirement listed in each respective Employee's Agreement, unless the Employee becomes Medicare eligible, whichever is earlier, or dies.

Section 2. Each participating employee shall, no later than February 28, 2018, execute an Amendment to their Agreement with the City of Radford setting forth the understanding regarding the expansion of the Program pursuant to this resolution.

Section 3. This resolution shall take effect February 12, 2018.

The members of the Council voted as follows:

Yes
Mayor Brown
Mr. Gropman
Dr. Harshberger
Mr. Marshall
Mr. Turk

No

Absent

Abstained

**RESOLUTION OF CITY COUNCIL OF CITY OF RADFORD, VIRGINIA
DECLARING ITS INTENTION TO OFFER A ONE-TIME EARLY
RETIREMENT INCENTIVE TO CERTAIN CITY OF RADFORD EMPLOYEES**

WHEREAS, the City of Radford (the "City") is a political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, as part of its annual budgeting process for the 2017-2018 fiscal year, the City explored the possibility of offering a one-time Voluntary Early Retirement Incentive Program (the "Program") to City employees governed by the City of Radford Employee Handbook who qualify for reduced and unreduced retirement benefits; and

WHEREAS, the intent of the Program is to reduce annual ongoing payroll costs by providing incentives for eligible employees to retire by providing retirement benefit enhancements; and

WHEREAS, the Program would offer incentives to include the employer contribution towards employee-only health insurance for five years or until the employee is eligible for Medicare (if applicable) and a one-time stipend based on length of Virginia Retirement System ("VRS") service with the City of Radford; and

WHEREAS, in order to gauge interest in the Program, the City issued a survey to all eligible employees detailing the Program benefits to include the employer contribution towards employee-only health insurance and a one-time stipend, and requesting that the recipients indicate their interest should such the Program be offered; and

WHEREAS, the level of interest indicated in the completed surveys is such that the City Council has determined that the Program should be established;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL THAT A ONE-TIME EARLY RETIREMENT INCENTIVE PROGRAM IS ESTABLISHED AS FOLLOWS:

Section 1. All employees who are governed by the City of Radford Employee Handbook who qualify for reduced or unreduced retirement benefits with VRS as of June 1, 2017 will be eligible for the early retirement incentive.

Section 2. Eligible Employees retiring pursuant to the Program between July 1, 2017 and January 1, 2018 will receive the following:

- (a) Five (5) years of "employer" contribution towards the employee only health insurance offered within the City, understanding that the employer contribution amount and percentage may fluctuate during the five-year period. Further the benefit will continue for five years total from the employee's date of retirement or until the employee is Medicare-eligible, whichever occurs first; and

(b) A one-time stipend of \$25 for every year and partial year of VRS service with the City of Radford to be paid with the employee's final paycheck.

Section 3. In exchange for the incentives described in Section 2, each participating employee shall execute an Agreement with the City of Radford setting forth the intended retirement date and releasing all claims against the City of Radford arising out of or relating to the employee's participation in this Program.

Section 4. This resolution shall take effect immediately upon its passage.

The members of the Council voted as follows:

Yes

Mayor Brown

Mr. Gropman

Dr. Harshberger

Mr. Marshall

Mr. Turk

No

Absent

Abstained

PASSED AND ADOPTED THIS 12th day of June 2017.



Mayor, City of Radford, Virginia

Attested to:



Clerk, City of Radford, Virginia



FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF CITY OF RADFORD, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT AND SUPPLEMENT NO. 493527-401 THERETO WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of Radford (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Virginia is authorized by the laws of the State of Virginia to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment; the Lessee proposes to enter into that certain Master Governmental Lease-Purchase Agreement Number 493527 dated as of January 26, 2018 (the "Agreement"), and Supplement No. 493527-401 dated as of January 26, 2018 thereto (the "Supplement" and together with the Agreement, the "Lease"), each with Wells Fargo Bank, National Association (the "Lessor"), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Supplement as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided:

Now, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the Supplement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Council of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager of the Lessee is hereby authorized and directed to execute, and the Director of Finance of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and the Supplement and any related Exhibits attached thereto and to deliver the Agreement and the Supplement (including such Exhibits) to the respective parties thereto and the Clark of Council of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and the Supplement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of an acceptance certificate with respect to the Supplement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and the Supplement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, the Supplement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Supplement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Lease are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The City Manager and Director of Finance of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Supplement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and the Supplement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ____ day of _____, 20____.

City of Radford, as Lessee

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Supplement to Master Governmental Lease-Purchase Agreement

WELLS
FARGO

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Supplement Number 493527-401 dated as of January 26, 2018 to
Master Governmental Lease-Purchase Agreement
Number 493527 dated as of January 26, 2018

Name and Address of Lessee:
City of Radford
10 Robertson Street
Radford, VA 24141

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

Equipment Description: One (1) New 2018 Pierce Enforcer 75' Aerial Fire Truck together with all attachments and accessories - VIN _____

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 10 Robertson Street, RADFORD, VA 24141

SUMMARY OF PAYMENT TERMS	
Payment Term (Months): 102	Finance Amount: \$560,290.00
Payment Frequency: See Additional Provisions	Total Basic Rent: \$659,972.61
Basic Rental Payment: See Additional Provisions	Interest Rate: 3.85%
Number of Payments: See Additional Provisions	Final Purchase Option Price: \$1.00
Payments In Arrears, See Additional Provisions	

Additional Provisions: Pursuant to paragraph 3 of the Master Lease, the schedule of basic rental payments is attached hereto as Exhibit A and incorporated herein by this reference. The Termination Balance referenced in the Master Lease shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance.

Lessee shall pay nine (9) consecutive annual payments of \$73,330.29, beginning July 15, 2018, and continuing on the same day of each year throughout the Initial Term of the Lease.

Notwithstanding anything to the contrary contained herein, if the rate of interest, late payment fee, prepayment premium or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees or charges shall be reduced to the maximum amount permissible under applicable law and any excess amounts shall be applied towards the Lessee's obligations hereunder.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Bank, National Association

Lessee: City of Radford

By

By

Title

Title

Commencement Date

FACILITY USE AGREEMENT

THIS AGREEMENT is made and entered into effective February 12, 2018, by and between the **CITY OF RADFORD, VIRGINIA**, a Virginia municipal corporation (hereinafter, the "City"), and the **SCHOOL BOARD FOR THE CITY OF RADFORD, VIRGINIA**, a body politic existing under the laws of the Commonwealth of Virginia (hereinafter, the "School").

WITNESSETH:

WHEREAS, the City is the owner of certain parcels of real estate and improvements thereon commonly known as the Armory Building (Scott Street); Veteran's Field (New River Drive); Radford Municipal Field (George Street); and Bobcat Trail (George Street) (hereinafter, collectively, the "Property"); and,

WHEREAS, the School desires and intends to use the Property for school-sponsored events for the Radford City School System; and,

WHEREAS, in order to support school-sponsored events within its community, the City desires and intends to permit such use by the School, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual benefits, promises and commitments made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the School hereby covenant and agree as follows:

1. **Property**. The City hereby grants the School non-exclusive permission to use the Property for school-sponsored events, subject to the limitations contained in Paragraph 3 of this Agreement.

2. **Term**. The initial term of this Agreement shall be for a period of two (2) years, commencing on February 12, 2018 and ending on February 11, 2020 (hereinafter, the "Initial Term"). Upon completion of the Initial Term and any renewal term as herein provided, this Agreement shall automatically be renewed and extended for successive two (2) year terms commencing on the twelfth day of February in any renewal year, unless notice of termination is provided by either party to the other in writing as provided for in Paragraph 6 of this Agreement. The City and the School acknowledge and agree that the use of the Property as provided by this Agreement shall not constitute a tenancy of any kind and is not a lease.

3. **Use of Property**. The Property shall only be used by the School for the following school-sponsored events: physical education and sports training, games, and tournaments. No other uses shall be made of the Property without the express written permission of the City, which permission shall not be unreasonably withheld. All school-

sponsored events shall be scheduled through the Director of the City's Parks and Recreation Department, or his designee, who may be contacted at 200 George Street, Radford, VA 24141, (540) 731-3633 (telephone), (540) 731-3634 (fax). Although every reasonable effort will be made to accommodate the School's scheduling requests, the School acknowledges and agrees that the City's use of the Property and scheduling of City-sponsored events shall take priority over school-sponsored events. In the event a City-sponsored event conflicts with the proposed scheduling of a school-sponsored event, the City will make reasonable efforts to provide alternative dates and times. The City and the School acknowledge and agree that the School shall not be required to pay any user fees for its use of the Property.

4. **Property Maintenance.** The School shall be responsible, at its sole cost and expense, for the clean-up of the Property following any school-sponsored event. All clean-up of the Property shall be completed within a reasonable period of time after the school-sponsored event, not to exceed forty-eight (48) hours. During the use of the Property, the School shall exercise due care to inspect, maintain, and use the Property in a manner to avoid damage, injury, or loss.

5. **Insurance.** Throughout the Initial Term and any renewal terms of this Agreement, the School expressly assumes full responsibility for all damages and injury to persons or properties that may result from its use of the Property. At its sole cost and expense, the School shall be responsible for maintaining comprehensive general liability insurance with a limit of not less than One Million (\$1,000,000.00) Dollars combined single limit covering all claims, including, but not limited to, personal injury and property damage, that arise in the course of a school-sponsored event. Such insurance for school-sponsored events shall be the primary insurance to any other insurance maintained by the City on the Property. Prior to any use of the Property, the School shall provide the City with a certificate of the required insurance naming the City as an additional insured. Notwithstanding any other provision contained in this Agreement, the School acknowledges and agrees that it is using the Property in an "as is" condition and that the City makes no warranties or representations of any kind or nature regarding the physical condition of the Property or its fitness for a particular purpose.

6. **Termination.** This Agreement may be terminated by either party, with or without cause, upon providing ninety (90) days written notice to the other party. In the event that the School makes any use of the Property that is not provided for in Paragraph 3 above, or fails to clean-up the Property as required by Paragraph 4 above, the City may, at its election and without waiving any rights under this Agreement, terminate this Agreement immediately for cause.

7. **Notices.** All notices provided for in this Agreement shall be in writing and deemed to be given when sent by first-class mail to the City Manager on behalf of the City and to the Superintendent of Schools when sent to the School. Either party may from time to time, by notice as herein provided, designate a different representative to which notices to it shall be sent.

8. **Applicable Law.** This Agreement is intended to be performed and shall be interpreted and governed by the laws of the Commonwealth of Virginia.

9. **Severability.** If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

10. **Headings.** Headings of paragraphs are for convenience only and shall not be considered in construing the meanings of the contents of such paragraphs.

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

12. **Assignment.** The School acknowledges and agrees that it may not assign any rights or obligations it has under this Agreement, in whole or in part, without the express written consent of the City.

13. **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties to it and supersedes and cancels all prior negotiations between such parties. This Agreement may not be modified except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the month, day and year first written above.

CITY OF RADFORD, VIRGINIA

By:

David Ridpath, City Manager

**SCHOOL BOARD FOR THE CITY
OF RADFORD, VIRGINIA**

By:

Robert Graham, Superintendent

Memorandum

To: Mayor Brown, Vice-Mayor Harshberger, Members of City Council
From: Melissa Skelton, Zoning Administrator
Date: February 6, 2018
Subject: Ordinance # 1699 – Amendment to Zoning Ordinance Conservation District

As a reminder, City Council held a public hearing at the January 8, 2018 meeting, to receive comments regarding the amendment to Division 1, Section 120.1-23 (1) of the Radford Zoning Ordinance. Planning Commission did not have a quorum and needed to reschedule their public hearing. This was held at their February 5, 2018 meeting. No comments were received and Planning Commission recommended approval of Ordinance #1699.

The amendment will add the terminology to allow Recreation Vehicle Parks under a Special Use Permits. The current ordinance allows for the following:

- (1) Parks, playgrounds and other recreation facilities, when such uses are owned and operated by a local not-for-profit agency;

The amended ordinance will add “Recreation Vehicle Park”, and omits the statement “when such uses are owned and operated by a local not-for-profit agency”.

Enclosed is a copy of the Ordinance. Please advise if you have any questions.

Thank you

cc: Mr. David Ridpath, City Manager

Zoning Amendment Ordinance for CD Conservation District

ORDINANCE NO. 1699

AN ORDINANCE TO AMEND AND REENACT IN THE ZONING ORDINANCE OF THE CITY OF RADFORD IN CHAPTER 120.1, DIVISION 1, SECTIONS 120.1-23; OF THE CODE OF ORDINANCES, CITY OF RADFORD, VIRGINIA

THE CITY COUNCIL OF THE CITY OF RADFORD, HEREBY ORDAINS that the Code of Ordinances of the City of Radford, Virginia, set forth in Chapter 120.1 the "Zoning Ordinance" shall be and the same is hereby amended and reenacted by providing for and making revisions and amendments to Division 1, Sections 120.1-23, the CD Conservation District as follows:

Sec. 120.1-23. - Uses and structures permitted with a special use permit.

The following uses and structures shall be allowed in the CD Conservation District with an approved special use permit, as set forth in Article IX of this chapter:

- (1) Parks, playgrounds, Recreation Vehicle Park and other recreation facilities;
- (2) Golf courses and country clubs, public or private, including accessory sale and serving of food and beverages and sale of golfing supplies and equipment;
- (3) Cemeteries;
- (4) Fire stations and rescue squad facilities;
- (5) Itinerant vendor;
- (6) Living quarters, in the main building, of owner-occupied single-family dwellings, when such living quarters are occupied by persons employed on the premises.

Should any article, section, subsection, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the constitutionality of this ordinance as a whole or any part thereof, other than the part declared invalid or unconstitutional. Should this Ordinance be in conflict with any other City Ordinance or policy, this Ordinance shall prevail.

This Ordinance was duly considered after duly advertised public hearings held on January 8, 2018 and February 6, 2018 at meetings of the Radford City Council and Planning Commission, and was thereafter adopted by the City Council of the City of Radford, Virginia, at a regular meetings of the City Council held on _____. The Ordinance shall become effective upon the date of its adoption. The City Council voted in the following manner:

First Reading: February 12, 2018

Motion:

Second:

Recorded Vote: Mr. Gropman:
 Dr. Harshberger:
 Mr. Marshall:

Mr. Turk:
Mayor Brown:

Second Reading:

Motion:
Second:

Recorded Vote: **Mr. Gropman:**
 Dr. Harshberger:
 Mr. Marshall:
 Mr. Turk:
 Mayor Brown:

ATTEST: _____
 Melissa Skelton, Radford Deputy City Clerk



Memorandum

To: Mayor Brown, Vice-Mayor Harshberger, Members of City Council

From: Melissa Skelton, Zoning Administrator

Date: February 6, 2018

Subject: Request to Schedule a Joint Public

Planning Commission received a request from Rohit Sansoa, to convert the second level of 212 3rd Avenue into apartments. The ground floor would be used for commercial development. The building is presently vacant and was previously used by the health department.

Special-use permits are required for Apartments above the main level within the B-3 District. Planning Commission requests that City Council schedules a joint public hearing, along with the Planning Commission, at your March 12, 2018 meeting.

I have included the application and the proposed plans that were presented to Planning Commission. Please advise if you have any questions

Thank you

cc: Mr. David Ridpath, City Manager

City of Radford, Virginia
Application for Rezoning/Special Use Permit

Date: 11/30/2017

Application for: Rezoning

Special Use Permit

Applicant Information:

Property Owner Rohit Sensoa

Agent (if applicable) _____

Address 2168 Stonemill Dr.

Address _____

Salem VA - 24153

Phone 1: 540-556-0456

Phone 1: _____

Phone 2: 540-344-5901

Phone 2: _____

Fax: 540-689-1001

Fax: _____

Property Information

Location of Property: 212 5th Ave. Radford VA - 24141

Instrument
Legal Record of Property: Deed Book Number 1701028 Page Number N/A

Tax Parcel Number Tax ID # 010002027 - Tax Map # 5-(11-29-5-(10)-59)

Rezoning (If applying for rezoning, complete the following.)

Existing Zoning Classification _____

Desired Zoning Classification _____

Desired Use _____

Special Use Permit (If applying for special use permit, complete the following.)

Zoning Classification B-3 Central Business District

Special Use Desired Sec. 120-98 Part (3)

Apartments above the main ground street level.

Reason for Request is to provide additional student housing to fulfill the demand created by student body. Also encourage use of the upper floor of commercial building and provide economic use of such space and promote a 24-hour population in the district as stated in Sec. 120-96 Intent of District.

Please check off the information you have submitted:

- Application Form
- List of adjoining property owners with their address
- Sketch of Property with the following:
 - (a) property boundaries outlined
 - (b) existing zoning
 - (c) existing land use
 - (d) existing structures
- Map of the adjoining property with the following:
 - (a) existing zoning classification
 - (b) existing land use
 - (c) existing structures
 - (d) adjacent streets showing pavement widths and right-of-way widths
- Appropriate Fee
 - (a) Rezoning fee: \$1000.00
 - (b) Special use permit fee: \$1000.00
 - (c) Zoning variance fee: \$500.00

Information Provided on Plot to Be Printed by Jay Eanes

I certify that the information supplied on this application and the attached materials is accurate and true to the best of my knowledge.

Signature of Owner Rohit Sinsae

Date 11/30/17

Signature of Agent _____

Date _____

For Office Use Only:

Received by Mahmud Skell

Date 12/1/17

Date sent to Planning Commission 12/5/17

Notes:

1. The City of Radford is hereby approving the plat for the subdivision of the land shown on this plat into lots as shown on this plat.
2. The City of Radford is hereby approving the plat for the subdivision of the land shown on this plat into lots as shown on this plat.
3. The City of Radford is hereby approving the plat for the subdivision of the land shown on this plat into lots as shown on this plat.
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9. The City of Radford is hereby approving the plat for the subdivision of the land shown on this plat into lots as shown on this plat.
10. The City of Radford is hereby approving the plat for the subdivision of the land shown on this plat into lots as shown on this plat.

Subdivision Agreement:

The City of Radford and the applicant have entered into a Subdivision Agreement, the terms of which are set forth in the attached Subdivision Agreement.

[Signature]

Section 10.10:

The City of Radford is hereby approving the plat for the subdivision of the land shown on this plat into lots as shown on this plat.

[Signature]

Area	Area
Area 1	Area 1
Area 2	Area 2
Area 3	Area 3
Area 4	Area 4
Area 5	Area 5
Area 6	Area 6
Area 7	Area 7
Area 8	Area 8
Area 9	Area 9
Area 10	Area 10
Area 11	Area 11
Area 12	Area 12
Area 13	Area 13
Area 14	Area 14
Area 15	Area 15
Area 16	Area 16
Area 17	Area 17
Area 18	Area 18
Area 19	Area 19
Area 20	Area 20
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Area 22	Area 22
Area 23	Area 23
Area 24	Area 24
Area 25	Area 25
Area 26	Area 26
Area 27	Area 27
Area 28	Area 28
Area 29	Area 29
Area 30	Area 30
Area 31	Area 31
Area 32	Area 32
Area 33	Area 33
Area 34	Area 34
Area 35	Area 35
Area 36	Area 36
Area 37	Area 37
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Area 96	Area 96
Area 97	Area 97
Area 98	Area 98
Area 99	Area 99
Area 100	Area 100



SCALE IN FEET

City of Radford, Virginia

East Ward

Subdivision And Dedication Plat

[Signature]

City of Radford, Virginia

East Ward

Subdivision And Dedication Plat

City of Radford, Virginia

East Ward

Subdivision And Dedication Plat

City of Radford, Virginia

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City of Radford, Virginia

East Ward

Subdivision And Dedication Plat

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