

TO: The Honorable Board of Supervisors

FROM: F. Craig Meadows, County Administrator
L. Carol Edmonds, Deputy County Administrator

DATE: July 28, 2014

SUBJECT: **AGENDA REPORT**



I. CALL TO ORDER (6:00 p.m.)

II. INTO WORK SESSION

BE IT RESOLVED, The Board of Supervisors hereby enters into Work Session for the purpose of discussing the following:

1. Health Insurance

III. OUT OF WORK SESSION

BE IT RESOLVED, The Board of Supervisors ends their Work Session to return to Regular Session.

IV. INVOCATION

V. PLEDGE OF ALLEGIANCE

VI. PRESENTATION

UNITED WAY OF MONTGOMERY, RADFORD AND FLOYD

United Way of Montgomery, Radford & Floyd recently honored County employees with plaques for their generous donations to the 2014 Campaign. On behalf of the County employees, Human Resources Director Karen Edmonds will accept the plaques from the Chairman of the Board.

VII. PUBLIC HEARING

A. SUBJECT: BOARD OF SUPERVISORS

The following public hearings were advertised pursuant to law in the "BURGS" Section of the Roanoke Times on July 13 and July 20, 2014:

1. Proposed Ordinance Amending Chapter 2, Entitled Administration
An Ordinance Amending Chapter 2, Entitled Administration of the Code of the County of Montgomery, Virginia Amending Section 2-32 and 2-33 to Allow Persons Owning or Leasing a Motor Vehicle Who Previously Filed a Personal Property Tax Return to Not Be Required to File Another Return If No Change in Status and By Establishing a Monetary Civil Penalty Instead of a Criminal Violation for Failing to File a Return.
See TAB A .

VIII. PUBLIC ADDRESS

IX. ADDENDUM

X. CONSENT AGENDA

XI. OLD BUSINESS

A. SUBJECT: AMENDMENT TO THE TOURISM ORGANIZATIONAL COOPERATIVE AGREEMENT

**ORD-FY-15-
AN ORDINANCE AMENDING SECTION 3 AND SECTION 4 OF THE ORGANIZATIONAL COOPERATIVE AGREEMENT BETWEEN MONTGOMERY COUNTY AND THE TOWNS OF BLACKSBURG AND CHRISTIANSBURG FOR THE CREATION AND IMPLEMENTATION OF A JOINT TOURISM PROGRAM BY CHANGING THE REQUIREMENT FOR APPOINTING MEMBERS TO THE TOURISM DEVELOPMENT COUNCIL AND THE PROCESS FOR REVIEWING TAX REVENUES**

BE IT ORDAINED, By the Board of Supervisors of the County of Montgomery, Virginia that Section 3 entitled Guiding Principles, and Section 4 entitled The Montgomery Tourism Development Council (MTDC) of the Organizational Cooperative Agreement Between Montgomery County the Towns

of Blacksburg and Christiansburg for the Creation and Implementation of a Joint Tourism Program is hereby amended with the entire Agreement reordained and approved as follows:

**ORGANIZATIONAL COOPERATIVE AGREEMENT BETWEEN
MONTGOMERY COUNTY AND THE TOWNS OF BLACKSBURG AND CHRISTIANSBURG
FOR THE CREATION AND IMPLEMENTATION OF A JOINT TOURISM PROGRAM**

This Cooperative Agreement ("Agreement") is between Montgomery County, Virginia (hereinafter known as "County"), and the Towns of Blacksburg, Virginia ("Blacksburg") and Christiansburg, Virginia ("Christiansburg") (hereinafter known as "Towns"), for the creation and administration of a jointly sponsored tourism program authorized under the provisions of Virginia Code §§ 15.2-940 and 15.2-1300.

JOINT TOURISM PROGRAM

Section 1. Purpose

The purpose of this Agreement is to establish and administer a tourism program that shall serve Montgomery County and the towns within it. It is intended to encompass all aspects of a comprehensive tourism program, including but not limited to staffing, funding, planning and executing of tourism related programs and activities, and the development and operations of a state certified local visitor information center.

Section 2. Oversight

- (a) The tourism program shall function as a collaborative effort by the County and the two Towns under the direct supervision of the Operating Board. The Operating Board shall be comprised of the County Administrator, the two Town Managers or their appointed designees. The Operating Board shall exercise direct oversight of staffing, budgeting and the general operations of the joint tourism program. In the event that the Operating Board cannot agree on how to proceed on a particular issue, the Board shall certify the issue to the Chair of the County Board of Supervisors and to the Mayors of the two Towns, who shall confer and attempt to reach a consensus on how the Operating Board shall proceed.
- (b) The Operating Board shall agree on the appointment of a Director of Tourism who shall serve as staff to the Operating Board and be responsible for the day to day operations of the joint tourism program. The Director of Tourism shall be an employee of the fiscal agent and shall receive the same benefits made available to other employees of the fiscal agent. The cost of employing the Director of Tourism shall be considered a part of the annual budget costs of the joint tourism program and shall be paid by the County and the two Towns through funding the parties receive from the Additional Lodging Tax Revenues. Although an employee of the Fiscal Agent, the Director of Tourism shall be

evaluated by and answer to the Operating Board.

Section 3. Guiding Principles

(a) Funding for tourism expenditures described in this Agreement shall be based on the amount of funding received from hotel occupancy taxes. More specifically, it is the intention of the parties that the funding source for the activities contemplated by this Cooperative Agreement shall be from the additional annual revenues generated by a one percent (1%) increase in the lodging tax enacted by each locality in 2006 (the "Additional Lodging Tax Revenues" or "*Revenues*").

(b) The Director of Tourism will prepare an annual work plan and budget for tourism expenditures, which shall be ~~approved~~ presented by to the Operating Board by ~~January 15th~~ February 15 of each year. The budget will be presented to the respective governing bodies by ~~February 1 of each year, and shall be approved by each governing body~~ as a part of its annual budgeting process, subject to the process described in the following subsection.

(c) (i) Each year, during the annual budget process for the County and the Towns, each locality shall estimate the revenues that will be available for these services during the next fiscal year, and the governing bodies for each locality shall establish the amount of available funds (if any) in its adopted Operating Budget. This Agreement is dependent on each locality making a good faith effort to appropriate sufficient funding on an annual basis to continue the operations and programs of the program. However, it shall be not inconsistent with this Agreement for member localities to appropriate up to 15% of their respective Additional Lodging Tax Revenues for expenses associated with tourism-related activities in each jurisdiction that are not part of this Agreement.

(ii) At the end of each fiscal year for which funds were appropriated pursuant to this Agreement, each party shall determine the actual Additional Lodging Tax Revenues that were actually received. A "true up" shall then be performed by comparing the estimated to actual Additional Lodging Tax Revenues. In the event that any party's actual Additional Lodging Tax Revenues exceed its estimated Revenues, that party shall request that its governing body appropriate the excess Revenues for use by the tourism program. In the event that any party's actual Additional Lodging Tax Revenues are less than its estimated Revenues, that party may credit the shortfall against the amounts due for following years. The parties agree to develop administrative procedures to address this "true up" process in greater detail.

(d) The parties agree that the County shall be the fiscal agent for the tourism program, and in that capacity shall process all income and expenditures associated with the program. The Towns

agree to pay County, in its capacity as fiscal agent, the appropriated funds in quarterly installments, conditioned upon satisfactory performance of the services described herein.

- (e) Any employees assigned by the participating localities to staff the program shall report to the Director of Tourism.
- (f) A program of work shall guide the activities of the program and its staff, and shall be reviewed and approved annually by the operating board, with final approval by the governing bodies.
- (g) Work performed shall be in partnership with other organizations as may be mutually beneficial.
- (h) Any annual budget shall be subject to appropriation by the respective governing bodies.

Section 4. The Montgomery Tourism Development Council (MTDC)

- (a) As part of this Agreement, and within three months of its adoption, there shall be created an advisory council which shall provide guidance to the operating board and tourism staff in the development and implementation of an ongoing tourism program. This advisory council shall be known as the Montgomery Tourism Development Council ("MTDC"). The MTDC shall be advisory in nature, and shall assist with the elements and components required to maintain the tourism program, such as an accredited tourism community, a current tourism marketing plan, community profile, and other related requirements.
- (b) The MTDC shall consist of nine members who shall be residents of the county, or who are employed or operate businesses in the hospitality industry in one of the localities. One member shall be a member of the Board of Supervisors appointed by that body; one member shall be a member of Blacksburg Town Council, appointed by that body; one member shall be a member of Christiansburg Town Council, appointed by that body; one member shall be appointed by the Montgomery Chamber of Commerce; and the five remaining members shall be appointed by ~~both the county board of supervisors and the two town councils.~~ the tourism operating board after consultation with respective governing body. These appointees shall be owners, operators, or employees from local hotels, restaurants, and attractions.

A representative from Virginia Tech will also be included as an ex-officio, non-voting member of the MTDC. This representative will be designated by Virginia Tech, and will preferably be a representative from the university relations office or the tourism/hospitality department.

- (c) The members of the MTDC shall serve terms of office of two years, except the initial term for the board of supervisors' appointee and for three of the committee appointees shall be for one year to ensure that all terms do not expire at the same time. The tourism operating board, after consultation with respective governing body, ~~The board of supervisors and the two councils,~~ shall have the unqualified right to remove any appointee and to appoint a replacement if in the appointing authority's opinion such member has failed to attend meetings or otherwise has neglected the member's duties. Vacancies occasioned by the inability of a member to act or by a member ceasing to meet eligibility requirements shall be filled by the appointing authority. Appointments to fill vacancies shall be only for the unexpired portion of the term.
- (d) The director of tourism shall serve as the staff for the MTDC. The MTDC shall adopt bylaws, including provisions for regular meetings.

Section 5. Ownership of property and insurance

- (a) The County and the Towns shall provide such office space as is required for the joint tourism program.
- (b) The County as fiscal agent shall hold title to all tangible personal property used by the joint tourism program, subject to the towns' rights upon termination as hereinafter described.
- (c) The County shall procure insurance policies covering any real estate and tangible personal property used in the joint tourism program and shall provide premises liability, and general liability coverage insuring the jurisdictions in respect to the operations and properties of the program. The costs of all such insurance shall be considered an operating expense of the program to be shared in the same proportion as other expenses as outlined above.

Section 6. Duration of Agreement

This Agreement shall become effective immediately upon approval and adoption of ordinance authorizing this Agreement by the County's Board of Supervisors and the Councils of each Towns, and it shall effective for a minimum of three years from the date of the last jurisdiction signing. At the conclusion of the initial three year period, this Agreement shall automatically renew for two (2) additional successive three year periods until action is taken by any of the parties to terminate the Agreement.

Section 7. Termination of Agreement

Once the initial three year period of this Agreement has passed, the Agreement may be terminated upon written notice of any one or all of the participating local governments. Written notice of intent to withdraw must be given at least 12 months prior to the date that the jurisdiction wishes to withdraw from participation, unless any governing body of the localities fails to appropriate funding for further participation. If any governing body fails to appropriate funding to continue the Agreement, the remaining jurisdictions will utilize their best efforts to continue the program.

Section 8. Disposition of properties and funds under termination

In the event of termination of this Agreement, and absent the creation of a revised or replacement agreement, the following guidelines shall apply:

- (a) The parties shall use their best efforts to ensure the ongoing operation of a tourism program at the termination of this Agreement.
- (b) Upon termination of this Agreement, after the payment of all outstanding debts and costs, all remaining personal property shall be divided among the participating entities in the proportion in which it was paid for originally.

DATED THIS _____ day of _____, 2014.

MONTGOMERY COUNTY, VIRGINIA

By: _____
Craig Meadows, County Administrator

TOWN OF BLACKSBURG, VIRGINIA

By: _____
Marc A. Verniel, Town Manager

TOWN OF CHRISTIANSBURG, VIRGINIA

By: _____
Barry Helms, Acting Town Manager

MONTGOMERY COUNTY, VIRGINIA

By: _____
~~James D. Politis~~ William H. Brown, Chair

ISSUE/PURPOSE: Approve changes to the Montgomery Tourism Development Council (MTDC) Organizational Cooperative Agreement.

JUSTIFICATION: A public hearing was held on December 13, 2013 to receive public comment on the proposed amendment changing the requirement for appointing members to the MTDC and the process for receiving tax revenues provided in the Organizational Cooperative Agreement.

XII. NEW BUSINESS

A. SUBJECT: AMENDMENT TO PERSONNEL POLICIES

**R-FY-15-
REVISIONS TO THE COUNTY'S
PERSONNEL POLICIES AND PROCEDURES**

BE IT RESOLVED, The Board of Supervisors of the County of Montgomery, Virginia hereby approves and authorizes the changes to the County's Personnel Policies and Procedures dated July 2014.

ISSUE/PURPOSE: Revision to Personnel Policies.

JUSTIFICATION: With the addition of another classification of employee, Hybrid, required by the changes to the Virginia Retirement System (VRS), changes to the personnel policies regarding leave policies are required. The primary focus of these policy changes addresses the leave policies for "Hybrid" employees. Several housekeeping changes are also included. TAB C provides a summary of the proposed changes, as well as the actual language changes.

B. SUBJECT: FY 2015 REVENUE SHARING

**A-FY-15
FY 2015 REVENUE SHARING FUNDS**

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that the General Fund was granted an appropriation in addition to the annual appropriation for the fiscal year ending June 30, 2015 for the function and in the amount as follows:

930	VDoT Revenue Sharing	\$478,365
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The source of fund for the appropriation is as follows:

Revenue Account

4510205	Designated Fund Balance	
	Road Reserve	\$ 51,500
	Capital Reserve	\$426,865

Said resolution appropriates funds from undesignated fund balance to cover the costs of the FY 2015 revenue sharing program.

ISSUE/PURPOSE: VDOT Revenue Sharing.

JUSTIFICATION: The County was approved for FY 2015 VDOT Revenue Sharing funds. The County's matching share is \$500,000 for the following projects:

Mt. Pleasant Road (SR 639)	\$250,000
Brush Creek Road (SR 617)	<u>\$250,000</u>
Total	\$500,000

VDOT requests the local match payment for these projects be sent now. The status of the FY 14 Revenue Sharing projects, according to VDOT, is listed below:

FY 14 Revenue Sharing	
Road	Status
Mt. Pleasant	Planning and Engineering to begin in the fall
Brush Creek	Planning and Engineering to begin in winter/early spring
Blue Springs	Construction to be complete by fall

On July 14, 2014 the Board of Supervisors carried over \$21,635 in Revenue Sharing funds remaining at the end of FY 2014 for use in FY 15. The remaining balance of \$478,365 is from the Road Reserve (\$51,500) and the Capital Reserve (\$426,865). See TAB D for a copy of the letter and invoice from VDOT.

C. SUBJECT

**AUTHORIZE DONATION OF
CHRISTIANSBURG FIRE ENGINE 9 TO THE
NEWPORT FIRE DEPARTMENT**

**R-FY-15-
RESOLUTION AUTHORIZING THE
DONATION OF CHRISTIANSBURG FIRE ENGINE 9
TO THE NEWPORT FIRE DEPARTMENT**

WHEREAS, The Christiansburg Fire Department has taken delivery of a new fire engine that will replace the 1988 Pierce Lance Fire Engine housed at the Christiansburg Fire Station referred to as " Engine 9"; and

WHEREAS, the Christiansburg Fire Department intends to no longer use

Engine 9 and wishes to declare Engine 9 as surplus property; and

WHEREAS, The Christiansburg Fire Chief has reported that the Newport Fire Department is in dire need of assistance in obtaining a fire engine; and

WHEREAS, The Fire and Rescue Commission has voted unanimously in favor of donating Engine 9 to the Newport Fire Department.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia that the Board of Supervisors hereby declares Engine 9, the 1988 Pierce Lance fire engine housed at the Christiansburg Fire Department to be surplus.

BE IT FURTHER RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia that the Board of Supervisors concurs with the Fire and Rescue Commission's unanimous vote to donate the fire engine to the Newport Fire Department and the Board hereby authorizes the donation of Engine 9 to the Newport Fire Department.

BE IT FURTHER RESOLVED, The County Administrator is hereby authorized to implement such administrative procedures as necessary to carry out this directive.

ISSUE/PURPOSE: Resolution to declare Christiansburg Fire Department's Engine 9 as surplus and approve donation of the fire engine to the Newport Fire Department.

JUSTIFICATION: The Christiansburg Volunteer Fire Department will take delivery of a new fire engine within the next few days. The new fire engine will replace the 1988 Pierce Lance Engine 9 (54,105+ miles and 3125+ hours). According to the Christiansburg Fire Chief, the Newport Fire Department has expressed interest in Engine 9. Chief Hanks indicated the dire need of assistance for the Newport Fire Department. After the Fire and Rescue Commission discussed this, they voted unanimously in favor of donating the vehicle to the Newport Fire Department.

**D. SUBJECT: RESOLUTION IN SUPPORT OF THE
GREATER ROANOKE TRANSIT
COMPANY'S APPLICATION FOR GRANT
FUNDING**

**R-FY-15-
RESOLUTION IN SUPPORT OF THE
GREATER ROANOKE TRANSIT COMPANY'S APPLICATION
FOR GRANT FUNDING**

WHEREAS, On June 4, 2014, the Federal Transit Administration (FTA) published in the Federal Register Notice of Funding Availability for FTA Bus and Bus Facilities Program "Ladders of Opportunity Initiative: Solicitation of Project Proposal"; and

WHEREAS, With this notice, FTA announced the availability of prior year Section 5309 Bus and Bus Facilities Program discretionary funds in the amount of approximately \$100 million for the Ladders of Opportunity Initiative in Fiscal Year 2014; and

WHEREAS, Projects eligible for funding under this program include "replacement, or rehabilitation of buses" and these funds have been made available as a result of unallocated program funds from prior authorizations; and

WHEREAS, The Greater Roanoke Transit Company (GRTC), d/b/a Valley Metro will submit a project proposal for funding in the amount of approximately \$9.75 million to replace 20 and rehabilitate 16 buses between 2016 and 2018; and

WHEREAS, One of the requisites for submitting project proposals is a letter from the jurisdictions served by prospective grantees demonstrating that the proposed project is consistent with and critical to the service needs of the jurisdiction; and

WHEREAS, The SmartWay Bus is the regional public transportation service operated by Valley Metro which links the Roanoke Valley and the New River Valley and provides a critical service to our community.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia, that the Board of Supervisors approves and authorizes the County Administrator to provide the Greater Roanoke Transit Company a letter demonstrating support for GRTC's Ladders of Opportunity Initiative project proposal and affirms that said project is consistent with and critical to Montgomery County's service needs.

ISSUE/PURPOSE: Authorize the County Administrator to send a letter of support for the Greater Roanoke Transit Company's grant application.

JUSTIFICATION: The Greater Roanoke Transit Company (GRTC) is requesting letters of support from the Towns of Blacksburg and Christiansburg, and Virginia Tech, as well as from the County. The projects that will be funded with the grant money will include rehabilitation to the SmartWay buses that serve the New River Valley. Local match for the NRV would be \$20,000 which would be paid by the MPO, who currently has funds in their capital budget for this and will provide the required local match.

XIII. COUNTY ATTORNEY'S REPORT

-Policy for Board Members Remote Electronic Participation in Board of Supervisors' meetings

XIV. COUNTY ADMINISTRATOR'S REPORT

XV. BOARD MEMBERS' REPORT

1. Supervisor Perkins
2. Supervisor Biggs
3. Supervisor Tuck
4. Supervisor Gabriele
5. Supervisor King
6. Supervisor Creed
7. Supervisor Brown

XVI. OTHER BUSINESS

XVII. ADJOURNMENT

FUTURE MEETINGS

Regular Meeting
Monday, August 11, 2014
6:00 p.m. Closed Meeting
7:15 p.m. Regular Meeting

Adjourned Meeting
Monday, August 25, 2014
6:00 p.m. Closed Meeting
7:15 p.m. Regular Meeting

Regular Meeting
Monday, September 8, 2014
6:00 p.m. Closed Meeting
7:15 p.m. Regular Meeting

Adjourned Meeting
Monday, September 22, 2014
6:00 p.m. Closed Meeting
7:15 p.m. Regular Meeting

Special Joint Meeting
with the School Board
Tuesday, September 30, 2014
7:00 p.m.