

Proclamation



COLONIAL HEIGHTS, VIRGINIA

DESIGNATING MAY 2010 AS OLDER AMERICANS MONTH IN THE CITY OF COLONIAL HEIGHTS, VIRGINIA

WHEREAS, the President of the United States has designated May as "Older Americans Month"; and

WHEREAS, the City of Colonial Heights is a community where approximately 35% of the City's citizens aged 55 and older make their home; and

WHEREAS, older Americans are valuable members of our society who are rich with experience and deserving of respect; and

WHEREAS, the United States Surgeon General has determined that an active lifestyle results in significant health benefits and improved quality of life for older adults; and

WHEREAS, the Boomer Generation is expected to be more actively engaged with programs and volunteerism in our community; and

WHEREAS, overall quality of life for all is greatly enhanced when a community is supportive.

NOW, THEREFORE, I, C. Scott Davis, Mayor, on behalf of the Colonial Heights City Council, do hereby proclaim May 2010 as OLDER AMERICANS MONTH in the City of Colonial Heights and urge all citizens to take the time to honor our older adults, professionals, family members and citizens who care for older adults. I further urge all agencies to work collaboratively to strengthen the City's services provided for our older citizens as our efforts can improve the lives of our seniors and pave the way for future generations.

Signed this 1st day of May, 2010.

C. Scott Davis, Mayor

Attest:

Kimberly J. Rollinson, City Clerk

Proclamation

COLONIAL HEIGHTS, VIRGINIA



DESIGNATING MAY 9 THROUGH MAY 15, 2010 AS NATIONAL POLICE WEEK IN THE CITY OF COLONIAL HEIGHTS, VIRGINIA

WHEREAS, The Congress and President of the United States have designated Saturday, May 15, 2010 as *Peace Officers' Memorial Day*, and the week in which it falls as *National Police Week*; and

WHEREAS, the members of the law enforcement agencies of the City of Colonial Heights play an essential role in safeguarding the rights and freedoms of the citizens of our City; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, two Police Officers, Curtis R. Mason and Railroad Detective Lyke B. Clements, gave their lives in service to the citizens of Colonial Heights, and should be remembered; and

WHEREAS, the police department of the City of Colonial Heights has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, C. Scott Davis, Mayor of the City of Colonial Heights, call upon all its citizens and upon all patriotic, civil and educational organizations, to observe the week of May 9 through May 15, 2010 as *National Police Week*, with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities, and in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of the City of Colonial Heights to observe Saturday, May 15, 2010, as *Peace Officers' Memorial Day* in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

SIGNED this 11th day of May, 2010.

C. Scott Davis, Mayor

Attest:

Kimberly J. Rollinson, City Clerk

Proclamation

COLONIAL HEIGHTS, VIRGINIA



DESIGNATING MAY 2010 AS NATIONAL TEEN PREGNANCY PREVENTION MONTH IN THE CITY OF COLONIAL HEIGHTS, VIRGINIA

WHEREAS, the Colonial Heights Better Beginnings Coalition seeks to support teens in the City, to provide information and education, to promote efforts to prevent adolescent pregnancy and STD's, and to help teens reach their life's goals; and

WHEREAS, the Better Beginnings Coalition seeks to improve the well-being of children, youth, and families and strengthen a culture of personal responsibility regarding sex, getting pregnant, and bringing children into the world; and

WHEREAS, the Better Beginnings Coalition realizes that teen pregnancy and unplanned pregnancy among young adults has a huge impact on health, social and financial issues; and

WHEREAS, May has been designated "National Teen Pregnancy Prevention Month", and the Better Beginnings Coalition supports responsible policies that will give teens factual information about contraception, STD's, realities and challenges of being a teen parent and promote available resources to assist teens in making healthy, responsible lifestyle choices.

NOW, THEREFORE, I, C. Scott Davis, Mayor of the City of Colonial Heights, do hereby proclaim May 2010 as NATIONAL TEEN PREGNANCY PREVENTION MONTH in the City of Colonial Heights, Virginia.

Signed this 1st day of May 2010.

C. Scott Davis, Mayor

Attest:

Kimberly J. Rollinson, City Clerk

APRIL 2010 EMPLOYEE OF THE MONTH



NAME: Christine D. Kifer

POSITION: Property Maintenance Inspector

EMPLOYMENT

HISTORY: Mrs. Kifer was hired in August, 2007 as a Property Maintenance Inspector in the Planning Department.

NARRATIVE:

Christine is strong in her ability to deal with the public. Her experience helps her to know when to listen and when to talk. She also has a genuine concern for people and achieves results under difficult circumstances in enforcing City codes and ordinances. Christine gets things done and always has the City's best interest in mind.

Christine demonstrates the knowledge, skills and abilities to do her job as a Property Maintenance Inspector. She is a strong team player who tries to diffuse problems and complaints as quickly as possible. She handles any issues assigned effectively and efficiently with positive results. She also works with her fellow inspectors on projects that include rental property, zoning and other assignments.

Christine is dependable, loyal, goal oriented and mindful of good customer service. She often has gone above and beyond her normal duties by scheduling meetings with individuals and even homeowners associations to discuss issues that are concerning the neighborhoods in the City along with working closely with the Police Department to take care of gray area items as a team.

Christine is an invaluable employee that continues to show her dedication not only to the Planning Department, but also to the public as well.

AN ORDINANCE NO. 10-FIN-5

Adopting the General Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, and appropriating the estimated revenues for the year for the objects and purposes stated herein.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That the budget designated the General Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby adopted; and that, subject to transfers by resolution pursuant to § 6.15 of the City Charter, funds hereby appropriated shall be used for the following purposes:

Legislative (City Council)	\$ 140,105
Administrative (City Manager)	286,105
Legal (City Attorney)	207,535
Tax Collections & Assessments	579,007
Finance	5,788,557
Information Technologies	145,587
Board of Elections	130,439
Judicial	4,473,398
Public Safety	7,266,288
Public Works	2,724,708
Health and Social Services	658,800
Parks and Recreation	1,341,936
Cultural Enrichment	88,848
Library	571,088
Community Development	475,202
Grant Programs	339,067
Nondepartmental	558,840
Debt Service	2,843,031
Operating Transfers Out	18,551,172

2. That the sum of \$ 47,169,713 is appropriated for the fiscal year beginning July 1, 2010.

3. That the foregoing appropriation is based upon the following revenue estimates for the fiscal year beginning July 1, 2010:

General Property Taxes	\$ 21,388,966
Other Local Taxes	13,789,050
Licenses, Permits & Fees	3,319,134
Fines and Forfeitures	651,000
Use of Money & Property	295,000
Intergovernmental Revenues	5,747,802
Charges for Current Services	1,190,840
Miscellaneous	787,921
TOTAL	\$ 47,169,713

4. That all legal outstanding encumbrances (purchase orders and contracts) as of June 30, 2010, be offset by an equal amount of reserved Fund Balance for subsequent year expenditures; and if performance of a contract or purchase order is complete, or virtually complete, an expenditure and estimated liability should be recorded in lieu of an expenditure.

5. That the unencumbered balance of the annual appropriation standing on the books of the City as of June 30, 2010, shall be canceled.

6. That the payment and settlement of claims of any kind heretofore and hereafter asserted against the City and final judgments with interest and costs heretofore obtained against the City shall be paid upon the approval and order of the City Attorney from the funds herein appropriated for defraying the expenses of performing the functions of the department, board, bureau, office, agency or court involved in the subject matter of the claim or judgment.

7. That this ordinance shall be in full force and effect on and after the first day of July, 2010, and shall constitute the General Fund Appropriation Ordinance for the fiscal year beginning on that date.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010

Ordinance No. 10-FIN-5

Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: Aye.

The Honorable Kenneth B. Frenier, Councilman: Aye.

The Honorable W. Joe Green, Jr., Councilman: Aye.

The Honorable Elizabeth G. Luck, Vice Mayor: Aye.

The Honorable John T. Wood, Councilman: Aye.

The Honorable Diane H. Yates, Councilwoman: Aye.

The Honorable C. Scott Davis, Mayor: Aye.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.
The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Draper, III

City Attorney

AN ORDINANCE NO. 10-FIN-6

Appropriating and providing funds for financing the City of Colonial Heights Public School Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011; and approving such budget.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That the budget designated the School Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby adopted.

2. That the sum of \$33,463,962 be, and the same is hereby, appropriated from the resources and revenues of the City of Colonial Heights School Fund for the fiscal year beginning July 1, 2010.

School Expenditures	<u>\$ 33,463,962</u>
TOTAL	\$ 33,463,962

3. That the foregoing appropriation is based upon the following estimates of revenue and transfers for the fiscal year beginning July 1, 2010.

Federal Funds	\$ 1,422,646
State Funds	12,059,341
City Funds	18,387,606
Other Funds	738,963
Fund Balance	<u>855,406</u>
TOTAL	\$ 33,463,962

4. That this ordinance shall be in full force and effect on and after the first day of July, 2010 and shall constitute the School Fund Appropriation Ordinance for the fiscal year beginning on that date.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: Aye.

The Honorable Kenneth B. Frenier, Councilman: Aye.

The Honorable W. Joe Green, Jr., Councilman: Aye.

The Honorable Elizabeth G. Luck, Vice Mayor: Aye.

The Honorable John T. Wood, Councilman: Aye.

The Honorable Diane H. Yates, Councilwoman: Aye.

The Honorable C. Scott Davis, Mayor: Aye.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.
The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Dwyer, III
City Attorney

AN ORDINANCE NO. 10-FIN-7

Adopting the Recreation Activity Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, and appropriating the estimated revenues for the year for the principal purposes stated.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That the budget designated the Recreation Activity Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby adopted.

2. That the sum of \$240,000 be, and the same is hereby, appropriated from the estimated receipts from all existing sources of revenue during the ensuing fiscal year, which shall be used by the major operating units to the sums itemized in the Recreation Activity Fund Budget, as follows:

REVENUES

Charges for Current Services	<u>\$240,000</u>
TOTAL	\$240,000

EXPENDITURES

Operating Expenses	<u>\$240,000</u>
TOTAL	\$240,000

3. That this ordinance shall be in full force and effect on and after the first day of July, 2010, and shall constitute the Recreation Activity Fund Appropriation Ordinance for the fiscal year beginning on that date.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye

The Honorable Kenneth B. Frenier, Councilman: Aye

The Honorable W. Joe Green, Jr., Councilman: Aye

The Honorable Elizabeth G. Luck, Vice Mayor: Aye

The Honorable John T. Wood, Councilman: Aye

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

The Honorable Milton E. Freeland, Jr., Councilman: _____

The Honorable Kenneth B. Frenier, Councilman: _____

The Honorable W. Joe Green, Jr., Councilman: _____

The Honorable Elizabeth G. Luck, Vice Mayor: _____

The Honorable John T. Wood, Councilman: _____

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:

Hugh P. Foster, III
City Attorney

AN ORDINANCE NO. 10-FIN-8

Adopting the Solid Waste Management Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, and appropriating the estimated revenues for the year for the principal purposes stated.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That the budget designated the Solid Waste Management Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby adopted.

2. That the sum of \$1,243,987 be, and the same is hereby, appropriated from the estimated receipts from all existing sources of revenue during the ensuing fiscal year, which shall be used by the major operating units up to the sums itemized in the Solid Waste Management Fund Budget, as follows:

REVENUES

Charges for Current Services	\$ 1,161,987
Miscellaneous	<u>82,000</u>
TOTAL	\$ 1,243,987

EXPENDITURES

Solid Waste	\$ 962,623
Transfer Station	49,123
Recycling	<u>232,241</u>
TOTAL	\$1,243,987

3. That this ordinance shall be in full force and effect on and after the first day of July, 2010, and shall constitute the Solid Waste Management Fund Appropriation Ordinance for the fiscal year beginning on that date.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye

The Honorable Kenneth B. Frenier, Councilman: Aye

The Honorable W. Joe Green, Jr., Councilman: Aye

The Honorable Elizabeth G. Luck, Vice Mayor: Aye

The Honorable John T. Wood, Councilman: Aye

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

The Honorable Milton E. Freeland, Jr., Councilman: _____

The Honorable Kenneth B. Frenier, Councilman: _____

The Honorable W. Joe Green, Jr., Councilman: _____

The Honorable Elizabeth G. Luck, Vice Mayor: _____

The Honorable John T. Wood, Councilman: _____

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:

City Attorney

AN ORDINANCE NO. 10-FIN-9

Adopting the Storm Water Fund Budget for the fiscal year beginning July 1, 2010 and ending June 30, 2011, and appropriating the estimated revenues for the year for the operating expenses stated.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That the budget designated the Storm Water Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby adopted.

2. That the sum of \$296,959 be, and the same is hereby, appropriated from the estimated revenues from all existing sources as shown in the Storm Water Fund Budget for the ensuing fiscal year, which shall be used for operating expenses, as follows:

REVENUES

Charges-Current Services	\$ 268,393
Miscellaneous	<u>28,566</u>
TOTAL REVENUES	\$ 296,959

OPERATING EXPENSES

Storm Water – MS4	\$ 296,959
TOTAL EXPENSES	\$ 296,959

3. That this ordinance shall be in full force and effect on and after the first day of July, 2010, and shall constitute the Storm Water Fund Appropriation Ordinance for the fiscal year beginning on that date.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: Aye.

The Honorable Kenneth B. Frenier, Councilman: Aye.

The Honorable W. Joe Green, Jr., Councilman: Aye.

The Honorable Elizabeth G. Luck, Vice Mayor: Aye.

The Honorable John T. Wood, Councilman: Aye.

The Honorable Diane H. Yates, Councilwoman: Aye.

The Honorable C. Scott Davis, Mayor: Aye.

Adopted on its second reading on _____.

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Drury, III

City Attorney

AN ORDINANCE NO. 10-FIN-10

Adopting the Water Fund Budget for the fiscal year beginning July 1, 2010 and ending June 30, 2011, and appropriating the estimated revenues for the year for the operating expenses stated.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That the budget designated the Water Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby adopted.
2. That the sum of \$1,689,450 be, and the same is hereby, appropriated from the estimated revenues from all existing sources as shown in the Water Fund Budget for the ensuing fiscal year, which shall be used for operating expenses, as follows:

REVENUES

Estimated Accrued Revenues, July 1, 2010, through June 30, 2011	<u>\$1,689,450</u>
TOTAL REVENUES	\$1,689,450

OPERATING EXPENSES
(INCLUDING AMORTIZED CAPITAL OUTLAY)

Water Distribution	\$ 1,432,714
Utility Billing	<u>256,736</u>
TOTAL EXPENSES	\$ 1,689,450

3. That this ordinance shall be in full force and effect on and after the first day of July, 2010, and shall constitute the Water Fund Appropriation Ordinance for the fiscal year beginning on that date.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye

The Honorable Kenneth B. Frenier, Councilman: Aye

The Honorable W. Joe Green, Jr., Councilman: Aye

The Honorable Elizabeth G. Luck, Vice Mayor: Aye

The Honorable John T. Wood, Councilman: Aye

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Justice, III
City Attorney

AN ORDINANCE NO. 10-FIN-11

Adopting the Sewer Fund Budget for the fiscal year beginning July 1, 2010 and ending June 30, 2011, and appropriating the estimated revenues for the year for the operating expenses stated.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That the budget designated the Sewer Fund Budget for the fiscal year beginning July 1, 2010, and ending June 30, 2011, is hereby adopted.
2. That the sum of \$2,792,673 be, and the same is hereby, appropriated from the estimated revenues from all existing sources as shown in the Sewer Fund Budget for the ensuing fiscal year, which shall be used for operating expenses, as follows:

REVENUES

Estimated Accrued Revenues,	
July 1, 2010, through June 30, 2011	<u>\$2,792,673</u>
TOTAL REVENUES	\$2,792,673

OPERATING EXPENSES
(INCLUDING AMORTIZED CAPITAL OUTLAY)

Wastewater Treatment	<u>\$ 2,792,673</u>
TOTAL EXPENSES	\$ 2,792,673

3. That this ordinance shall be in full force and effect on and after the first day of July, 2010, and shall constitute the Sewer Fund Appropriation Ordinance for the fiscal year beginning on that date.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye

The Honorable Kenneth B. Frenier, Councilman: Aye

The Honorable W. Joe Green, Jr., Councilman: Aye

The Honorable Elizabeth G. Luck, Vice Mayor: Aye

The Honorable John T. Wood, Councilman: Aye

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

The Honorable Milton E. Freeland, Jr., Councilman: _____

The Honorable Kenneth B. Frenier, Councilman: _____

The Honorable W. Joe Green, Jr., Councilman: _____

The Honorable Elizabeth G. Luck, Vice Mayor: _____

The Honorable John T. Wood, Councilman: _____

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:

High P. Dickey, III

City Attorney

AN ORDINANCE NO. 10-FIN-12

To amend the General Fund Budget for the fiscal year beginning July 1, 2009, and ending June 30, 2010, to appropriate \$71,200, consisting of \$26,150 in Courthouse Security Fees to Judicial for the Sheriff's budget to fund salaries for four current part-time employees and for the purchase of two Glock 22 pistols and two Motorola handheld radios; \$41,750 in grant funds to Public Safety for Fire/EMS to purchase a laptop computer, a multimedia projector for the training room, and a FirstDefender hazardous material identification device; and \$3,300 in asset forfeiture funds to Public Safety for Police to purchase a new narcotics K-9 and a crime scene screen.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Sections 1, 2 and 3 of Ordinance No. 09-FIN-4, the General Fund Budget, be, and are hereby amended and reordained as follows:

1. That the budget designated the General Fund Budget for the fiscal year beginning July 1, 2009, and ending June 30, 2010, is hereby adopted; and that, subject to transfers by resolution pursuant to § 6.15 of the City Charter, funds hereby appropriated shall be used for the following purposes:

Legislative (City Council)	\$ 148,167
Administrative (City Manager)	310,589
Legal (City Attorney)	207,578
Tax Collections & Assessments	619,076
Finance	5,873,655
Information Technologies	207,867
Board of Elections	130,159
Judicial	4,307,533
Public Safety	7,815,551
Public Works	3,240,162
Health and Social Services	717,750
Parks and Recreation	1,428,380
Cultural Enrichment	92,257
Library	613,213
Community Development	542,204
Grant Programs	528,483
Nondepartmental	433,817
Debt Service	3,217,341
Operating Transfers Out	19,037,766

2. That the sum of \$49,471,548 49,542,748 is appropriated for the fiscal year beginning July 1, 2009.

3. That the foregoing appropriation is based upon the following revenue estimates for the fiscal year beginning July 1, 2009:

General Property Taxes	\$ 21,216,669
Other Local Taxes	14,403,852
Licenses, Permits & Fees	3,409,794

Fines and Forfeitures	556,500
Use of Money & Property	427,000
Intergovernmental Revenues	6,312,620
Charges for Current Services	1,138,401
Miscellaneous	1,283,308
Reserve – Fire/EMS Donations	1,350
Restricted Fund Balance Fire/EMS	5,000
Restricted Fund Balance –	
Civic Organizations	450
Restricted Fund Balance –	
Police Assets	18,929
Restricted Fund Balance – Streets	132,000
Fund Balance	305,505
Restricted Fund CDBG	41,411
Restricted Fund – Commonwealth Attorney	18,875
Restricted Fund – Police Asset Forfeit	3,884
Restricted Fund – Street Maintenance	196,000
Restricted Fund Balance –	
Asset Forfeiture Police	3,300
Restricted Fund Balance –	
Courthouse Security Fees	26,150
TOTAL	\$ 49,471,548
	49,542,748

2. That this ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Attest:

Mayor

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 13, 2010.

Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman:

aye

The Honorable Kenneth B. Frenier, Councilman:

aye

The Honorable W. Joe Green, Jr., Councilman:

aye

The Honorable Elizabeth G. Luck, Vice Mayor:

aye

The Honorable John T. Wood, Councilman:

aye

The Honorable Diane H. Yates, Councilwoman:

aye

The Honorable C. Scott Davis, Mayor:

Aye

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Drake, III
City Attorney

AN ORDINANCE NO. 10-7

To adopt a General Pay Plan Class and Salary Range.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That pursuant to City Charter §§ 9.7 and 9.8, "Classification Plan" and "Pay Plan" respectively, the General Pay Plan Class and Salary Range attached as Exhibit A is hereby approved and incorporated as part of this ordinance.
2. That this ordinance shall be in full force and effect on and after July 1, 2010.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.
Ayes: 7 Nays: 0 Absent: 0 Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: aye.

The Honorable Kenneth B. Frenier, Councilman: aye.

The Honorable W. Joe Green, Jr., Councilman: aye.

The Honorable Elizabeth G. Luck, Vice Mayor: aye.

The Honorable John T. Wood, Councilman: aye.

The Honorable Diane H. Yates, Councilwoman: aye.

The Honorable C. Scott Davis, Mayor: aye.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Fletcher, III

City Attorney

CITY OF COLONIAL HEIGHTS, VIRGINIA

<u>GRADE</u>	<u>GENERAL PAY PLAN CLASS AND SALARY RANGE</u>
11	\$23,566.00 - \$37,349.00 Deputy I Facilities/Groundskeeper I Landfill Attendant Legal Secretary Meter Reader Public Works Technician Staff Aide Staff Assistant Utility Technician Van Driver
12	\$25,863.00 - \$42,677.00 Concrete Technician Customer Service Representative Deputy II Deputy Registrar Facilities/Groundskeeper II Office Assistant Records Technician Senior Meter Reader Streets Heavy Equipment Operator Transportation Coordinator Utility Heavy Equipment Operator
13	\$29,548.00 - \$48,754.00 Administrative Assistant Animal Control Officer Deputy III Deputy Sheriff Facilities/Groundskeeper III EMS Firefighter Recruit* (Starting salary \$33,578) Police Officer Recruit* (Starting salary: \$33,578) Recreation Specialist I Traffic Technician Utility Maintenance Specialist Waterworks Distribution Technician

* Starting salary for non-certified EMS Firefighter & Police Officer candidates that are required to attend an academy.

CLASS SALARY GRADE ASSIGNMENT

July 1, 2010

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GRADE GENERAL PAY PLAN CLASS AND SALARY RANGE

14	\$33,762.00 - \$55,709.00
	Assessors Office Technician
	Assistant Treasurer
	Building Inspector
	Building Maintenance Supervisor
	Chief Deputy/Bookkeeper
	Concrete Foreman
	Construction Inspector
	Cross-Connection Control Technician
	Emergency Equipment Technician
	Engineering Technician
	Executive Assistant
	Financial Specialist
	EMS Firefighter* (Starting salary: \$37,080)
	Horticulturist
	Information Systems Technician
	Legal Assistant
	Library Assistant
	Lieutenant Deputy Sheriff
	Master Deputy Sheriff
	Museum Curator
	Office Manager
	Police Detective* (Starting salary: \$37,080)
	Police Officer* (Starting salary: \$37,080)
	Procurement Specialist
	Recreation Specialist II
	Senior Automotive Mechanic
	Senior Traffic Technician
	Storm Water Foreman
	Streets Foreman
	Telecommunicator
	Utility Foreman

* Starting salary for certified EMS Firefighter & Police Officer candidates with 5 or less years of experience.

* Salary range spans Grades 14 – 15; therefore, maximum salary for Police Detective, EMS Firefighter, and Police Officer is \$63,643.

CLASS SALARY GRADE ASSIGNMENT

July 1, 2010

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GRADE GENERAL PAY PLAN CLASS AND SALARY RANGE

15 \$38,569.00 - \$63,643.00

Chief Deputy Sheriff
Financial Analyst
Library Associate
Recreation Specialist III Senior Center
Senior Building Inspector
Senior Engineering Technician
Communications Supervisor

16 \$44,067.00 - \$72,712.00

Deputy Fire Marshall
Fire Lieutenant
Information Systems Coordinator
Police Sergeant
Neighborhood Revitalization Planner
Purchasing Agent
Web Administrator

17 \$50,348.00 - \$83,076.00

Assistant Commonwealth's Attorney
Automotive Maintenance Superintendent
Battalion Chief
Communications Coordinator
Facilities Superintendent
Police Lieutenant
Project Coordinator
Project Engineer
Public Works Superintendent
Recreation Superintendent
Street Superintendent
Utilities Superintendent

18 \$57,523.00 - \$94,915.00

Assistant Director of Public Works - Engineering
Building Official
Deputy Chief of Fire & EMS
Deputy Director of Finance
Information Technology Administrator
Police Captain

CLASS SALARY GRADE ASSIGNMENT

July 1, 2010

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GRADE GENERAL PAY PLAN CLASS AND SALARY RANGE

EXEC \$57,394.00 - \$114,790.00

Chief of Fire & EMS
Chief of Police
City Engineer
Director of Finance
Director of Human Resources
Director of Office on Youth & Human Services
Director of Parks & Recreation
Director of Planning & Community Development
Director of Public Works
Library Director

UNCLASSIFIED

City Assessor
City Attorney
City Clerk
City Manager
Clerk of Circuit Court
Commonwealth's Attorney
Commissioner of Revenue
Sheriff
Treasurer
Registrar

AN ORDINANCE NO. 10-8

Reaffirming Ordinance No. 09-4, which provided for a levy on all real estate located in the City not exempt from taxation to be fixed at \$1.10 for the tax year commencing January 1, 2010, and ending December 31, 2010; and providing for a levy on all real estate located in the City not exempt from taxation to be fixed at \$1.10 for the tax year commencing January 1, 2011, and ending December 31, 2011, for general municipal purposes.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Ordinance No. 09-4, which levied and provided for the collection of a tax on all real estate located in the City not exempt from taxation of one dollar and ten cents (\$1.10) on each one hundred dollars (\$100) of assessed valuation thereof, for the tax year commencing January 1, 2010, and ending December 31, 2010, for general municipal purposes, be, and the same is hereby, reaffirmed.
2. That there is hereby levied and shall be collected for the tax year beginning January 1, 2011, and ending December 31, 2011, a tax on all real estate located in the City not exempt from taxation of one dollar and ten cents (\$1.10) on each one hundred dollars (\$100) of assessed valuation thereof, for general municipal purposes.
3. That Section 1 of this ordinance shall be in full force and effect for the tax year 2010; and that Section 2 of this ordinance shall be in full force and effect for the tax year 2011.

Approved:

Attest:

Mayor

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye
The Honorable Kenneth B. Frenier, Councilman: Aye
The Honorable W. Joe Green, Jr., Councilman: Aye
The Honorable Elizabeth G. Luck, Vice Mayor: Aye
The Honorable John T. Wood, Councilman: Aye
The Honorable Diane H. Yates, Councilwoman: Aye
The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Justice, III
City Attorney

AN ORDINANCE NO. 10-9

Providing for a tax levy on all tangible personal property not either exempt from taxation or otherwise taxed, for the tax year ending December 31, 2010; and for the tax year commencing January 1, 2011, and ending December 31, 2011; for general municipal purposes.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That there is hereby levied and shall be collected for the tax year ending December 31, 2010, a tax on all tangible personal property in the general class and the classes designated in subsections 1,6, 9, 10, 11, 12, 14, 15, 16, 17, 20, 22, 24, 25, 26, 27, 28, 29, 30, 31 and 32 of Va. Code § 58.1-3506.A., unless otherwise exempt from taxation, of three dollars and fifty cents (\$3.50) on each one hundred dollars (\$100) of assessed valuation thereof, for general municipal purposes.
2. That there is hereby levied and shall be collected for the tax year ending December 31, 2010, a tax on all vehicles without motive power, used or designed to be used as manufactured homes (as defined in Va. Code § 36-85.3), as classified in Va. Code § 58.1-3506.A.10, of one dollar and ten cents (\$1.10) on each one hundred dollars (\$100) of assessed valuation thereof, for general municipal purposes.
3. That there is hereby levied and shall be collected for the tax year commencing January 1, 2011, and ending December 31, 2011, a tax on all tangible personal property in the general class and the classes designated in subsections 1, 6, 9, 10, 11, 12, 14, 15, 16, 17, 20, 22, 24, 25, 26, 27, 28, 29, 30, 31 and 32 of Va. Code § 58.1-3506.A., unless otherwise exempt from taxation, of three dollars and fifty cents (\$3.50) on each one hundred dollars (\$100) of assessed valuation thereof, for general municipal purposes.
4. That there is hereby levied and shall be collected for the tax year commencing January 1, 2011, and ending December 31, 2011, a tax on all vehicles without motive power, used or designed to be used as manufactured homes (as defined in Va. Code § 36-85.3), as classified in Va. Code § 58.1-3506.A.10, of one dollar and ten

cents (\$1.10) on each one hundred dollars (\$100) of assessed valuation thereof, for general municipal purposes.

5. That Sections 1 and 2 of this ordinance shall be in full force and effect for the tax year 2010 and that Sections 3 and 4 of this ordinance shall be in full force and effect for the tax year 2011.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman:

aye

The Honorable Kenneth B. Frenier, Councilman:

aye

The Honorable W. Joe Green, Jr., Councilman:

aye

The Honorable Elizabeth G. Luck, Vice Mayor:

aye

The Honorable John T. Wood, Councilman:

aye

The Honorable Diane H. Yates, Councilwoman:

aye

The Honorable C. Scott Davis, Mayor:

aye

Adopted on its second reading on _____

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

The Honorable Milton E. Freeland, Jr., Councilman: _____

The Honorable Kenneth B. Frenier, Councilman: _____

The Honorable W. Joe Green, Jr., Councilman: _____

The Honorable Elizabeth G. Luck, Vice Mayor: _____

The Honorable John T. Wood, Councilman: _____

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:

Hugh P. Draker, III
City Attorney

AN ORDINANCE NO. 10-10

Providing for a tax levy on motor vehicles owned by members of a volunteer rescue squad or volunteer fire department, and persons appointed to serve as auxiliary police officers for the tax year ending December 31, 2010; and for the tax year commencing January 1, 2011, and ending December 31, 2011, for general municipal purposes.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That there is hereby levied and shall be collected for the tax year ending December 31, 2010, a tax on one motor vehicle owned by each member of a volunteer rescue squad or volunteer fire department, and each person appointed to serve as an auxiliary police officer, as classified in Va. Code § 58.1-3506.A.15 and 20, and City Code §§ 258-23 and 258-23.1, of one dollar (\$1.00), for general municipal purposes.
2. That there is hereby levied and shall be collected for the tax year commencing January 1, 2011, and ending December 31, 2011, a tax on one motor vehicle owned by each member of a volunteer rescue squad or volunteer fire department, and each person appointed to serve as an auxiliary police officer, as classified in Va. Code § 58.1-3506.A.15 and 20, and City Code §§ 258-23 and 258-23.1, of one dollar (\$1.00), for general municipal purposes.
3. That Section 1 of this ordinance shall be in full force and effect for the tax year 2010; and that Section 2 of this ordinance shall be in full force and effect for the tax year 2011.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye

The Honorable Kenneth B. Frenier, Councilman: Aye

The Honorable W. Joe Green, Jr., Councilman: Aye

The Honorable Elizabeth G. Luck, Vice Mayor: Aye

The Honorable John T. Wood, Councilman: Aye

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

The Honorable Milton E. Freeland, Jr., Councilman: _____

The Honorable Kenneth B. Frenier, Councilman: _____

The Honorable W. Joe Green, Jr., Councilman: _____

The Honorable Elizabeth G. Luck, Vice Mayor: _____

The Honorable John T. Wood, Councilman: _____

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:

High P. Foster, III

City Attorney

AN ORDINANCE NO. 10-11

Reaffirming Ordinance No. 09-7, which provided for a personal property levy of one dollar (\$1.00) on each motor vehicle which is specifically equipped to provide transportation for physically handicapped individuals for the tax year commencing January 1, 2010 and ending December 31, 2010; and providing for such levy on motor vehicles which are specifically equipped to provide transportation for physically handicapped individuals for the tax year commencing January 1, 2011, and ending December 31, 2011, for general municipal purposes.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Ordinance No. 09-7 levied and provided for the collection of tax on motor vehicles which are specifically equipped to provide transportation for physically handicapped individuals, as classified in Va. Code §58.1-3506.A.14, and City Code §258-23.2, of one dollar (\$1.00) on every such vehicle, for general municipal purposes.
2. That pursuant to Va. Code §58.1-3506.A.14 and City Code §258-23.2, there is hereby levied and shall be collected for the tax year commencing January 1, 2011, and ending December 31, 2011, a personal property tax of one dollar (\$1.00) for general municipal purposes on each motor vehicle which is specifically equipped to provide transportation for physically handicapped individuals.
3. That Section 1 of this ordinance shall be in full force and effect for the tax year 2010; and that Section 2 of this ordinance shall be in full force and effect for the tax year 2011.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: Aye.

The Honorable Kenneth B. Frenier, Councilman: Aye.

The Honorable W. Joe Green, Jr., Councilman: Aye.

The Honorable Elizabeth G. Luck, Vice Mayor: Aye.

The Honorable John T. Wood, Councilman: Aye.

The Honorable Diane H. Yates, Councilwoman: Aye.

The Honorable C. Scott Davis, Mayor: Aye.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.
The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Frater, Jr.
City Attorney

AN ORDINANCE NO. 10-12

Establishing a tax rate pursuant to Chapter 35.1 of Title 58.1 of the Code of Virginia ("Personal Property Tax Relief") on all qualifying vehicles under the Chapter.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That pursuant to Chapter 35.1 of Title 58.1 of the Code of Virginia ("Personal Property Tax Relief"), a rate of sixty-five percent (65%) is established for the tax year ending December 31, 2010.

2. That pursuant to Chapter 35.1 of Title 58.1 of the Code of Virginia ("Personal Property Tax Relief"), a rate of sixty-five percent (65%) is established for the tax year ending December 31, 2011.

3. That this Ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: *Aye*

The Honorable Kenneth B. Frenier, Councilman: *Aye*

The Honorable W. Joe Green, Jr., Councilman: *Aye*

The Honorable Elizabeth G. Luck, Vice Mayor: *Aye*

The Honorable John T. Wood, Councilman: *Aye*

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Fisher, III
City Attorney

AN ORDINANCE NO. 10-13

Providing for a tax levy on machinery and tools, tangible personal property used in a research and development business, certain energy generating equipment, personal property used in manufacturing, testing or operating satellites, and motor vehicles, trailers and semitrailers with a gross weight of 10,000 pounds or more used to transport property for hire by a motor carrier engaged in interstate commerce, for the tax year ending December 31, 2010; and for the tax year commencing January 1, 2011, and ending December 31, 2011; for general municipal purposes.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That there is hereby levied and shall be collected for the tax year ending December 31, 2010, a tax on all: (a) machinery and tools as classified in Va. Code § 58.1-3507, as amended; (b) tangible personal property used in a research and development business, as classified in Va. Code § 58.1-3506.A.7; (c) generating equipment, as classified in Va. Code § 58.1-3506.A.9; (d) personal property used in manufacturing, testing or operating satellites, as classified in Va. Code § 58.1-3506.A.21; and (e) motor vehicles, trailers, and semitrailers with a gross weight of 10,000 pounds or more used to transport property for hire by a motor carrier engaged in interstate commerce, as classified in Va. Code § 58.1-3506.A.25; of two dollars (\$2.00) on each one hundred dollars (\$100) of assessed valuation thereof, for general municipal purposes.

2. That there is hereby levied and shall be collected for the tax year commencing January 1, 2011, and ending December 31, 2011, a tax on all: (a) machinery and tools as classified in Va. Code § 58.1-3507, as amended; (b) tangible personal property used in a research and development business, as classified in Va. Code § 58.1-3506.A.7; (c) generating equipment, as classified in Va. Code § 58.1-3506.A.9; (d) personal property used in manufacturing, testing or operating satellites, as classified in Va. Code § 58.1-3506.A.21; and (e) motor vehicles, trailers and semitrailers with a gross weight of 10,000 pounds or more used to transport property for hire by a motor carrier engaged in interstate commerce, as classified in Va. Code § 58.1-3506.A.25; of two dollars (\$2.00) on each one hundred dollars (\$100) of assessed valuation thereof, for general municipal purposes.

3. That Section 1 of this ordinance shall be in full force and effect for the tax year 2010; and that Section 2 of this ordinance shall be in full force and effect for the tax year 2011.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: aye.

The Honorable Kenneth B. Frenier, Councilman: aye.

The Honorable W. Joe Green, Jr., Councilman: aye.

The Honorable Elizabeth G. Luck, Vice Mayor: aye.

The Honorable John T. Wood, Councilman: aye.

The Honorable Diane H. Yates, Councilwoman: aye.

The Honorable C. Scott Davis, Mayor: aye.

Adopted on its second reading on _____.

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:

Hugh P. Trotter, III

City Attorney

AN ORDINANCE NO. 10-14

To add §245-20, "Stormwater utility fees", to Chapter 245, Stormwater Management, of the Colonial Heights City Code.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Chapter 245, Stormwater Management, of the Colonial Heights City Code, be, and is hereby, amended as follows by adding a §245-20:

§245-20. *Stormwater utility fees.*

A. *The City Council shall set appropriate levels of utility fees so that sufficient revenues will be generated to provide for a balanced budget for the stormwater management system. Effective after approval of this section, stormwater utility fees shall be charged to owners of all developed property in the city.*

B. *For the purpose of determining the stormwater utility fees, all properties in the City shall be classified by the Director of Public Works into one of the following categories:*

- (1) *Residential;*
- (2) *Nonresidential; and*
- (3) *Undeveloped property.*

C. *The monthly utility fee for a residential property shall be the ERU rate of \$2.00 per month for one ERU.*

D. *The monthly utility fee for a nonresidential property shall be the ERU rate of \$2.00 per month for one ERU, multiplied by the numerical factor obtained by dividing the total impervious area of the nonresidential property by one ERU (2,112 square feet). The Director of Public Works shall determine impervious area considering data supplied by the Real Estate Assessor, other city staff and/or the property owner. The assessed utility fee shall be updated by the Director of Public Works based on any change in impervious area. The numbered factor will be rounded to the nearest whole unit. The minimum utility fee for any nonresidential property shall be equal to one ERU rate.*

E. *The utility fee for vacant developed property, both residential and nonresidential, shall be the same as that for occupied property of the same class.*

F. *Undeveloped property shall be exempt from the utility fee.*

2. That this ordinance shall be in full force and effect for all utility bills rendered on and after October 1, 2010.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye

The Honorable Kenneth B. Frenier, Councilman: Aye

The Honorable W. Joe Green, Jr., Councilman: Aye

The Honorable Elizabeth G. Luck, Vice Mayor: Aye

The Honorable John T. Wood, Councilman: Aye

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

The Honorable Milton E. Freeland, Jr., Councilman: _____

The Honorable Kenneth B. Frenier, Councilman: _____

The Honorable W. Joe Green, Jr., Councilman: _____

The Honorable Elizabeth G. Luck, Vice Mayor: _____

The Honorable John T. Wood, Councilman: _____

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:

Hugh P. Fisher, III
City Attorney

AN ORDINANCE NO. 10-16

To amend and reordain Article I of Chapter 13, Boards, Commissions and Authorities, of the Colonial Heights City Code, to change the name of the Industrial Development Authority of the City of Colonial Heights to Economic Development Authority and updating certain State Code references relating thereto.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Article I of Chapter 13, Boards, Commissions and Authorities, of the Colonial Heights City Code, be and is hereby, amended and reordained as follows:

ARTICLE I, *Industrial Economic* Development Authority

§ 13-1. Authority created.

The Code of the City of Colonial Heights shall be amended and reordained by creating a political subdivision of the Commonwealth of Virginia with such public and corporate powers as are set forth in the Industrial Development and Revenue Bond Act (Chapter 33 49, Title 15.1 15.2, of the Code of Virginia of 1950, as amended~~EN~~), including such powers as may hereinafter be set forth from time to time in *said such* Act.

§ 13-2. Name.

The name of the political subdivision created hereby shall be the "Industrial *Economic* Development Authority of the City of Colonial Heights, Virginia" (the "Authority").

§ 13-3. Board of Directors.

The Authority shall be governed by a board of seven directors to be appointed hereafter by resolution of the City Council in accordance with the provisions of *said such* Act.

2. That this Ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 13, 2010.

Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: Ayes.

The Honorable Kenneth B. Frenier, Councilman: Ayes.

The Honorable W. Joe Green, Jr., Councilman: Ayes.

The Honorable Elizabeth G. Luck, Vice Mayor: Ayes.

The Honorable John T. Wood, Councilman: Ayes.

The Honorable Diane H. Yates, Councilwoman: Ayes.

The Honorable C. Scott Davis, Mayor: Ayes.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Foster, III
City Attorney

AN ORDINANCE NO. 10-18

Designating William E. Johnson to serve as Acting City Manager.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That, pursuant to City Charter § 5.7, William E. Johnson be, and is hereby, designated to act as City Manager due to a vacancy in that position, until such time as a successor is appointed.
2. That this ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 13, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: aye

The Honorable Kenneth B. Frenier, Councilman: aye

The Honorable W. Joe Green, Jr., Councilman: aye

The Honorable Elizabeth G. Luck, Vice Mayor: aye

The Honorable John T. Wood, Councilman: aye

The Honorable Diane H. Yates, Councilwoman: aye

The Honorable C. Scott Davis, Mayor: aye

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Foster, III
City Attorney

AN ORDINANCE NO. 10-19

For the City to vacate a stormwater management easement across Lot 3, Section 3, East Roslyn Farm, owned by Roslyn Farm Corporation; and to rescind Ordinance No. 10-1.

WHEREAS, Roslyn Farm Corporation (the "Applicant"), as owner of Lot 3, Section 3, East Roslyn Farm (the "Property") has requested that the City vacate a stormwater management easement across the Property; and

WHEREAS, as part of a development by American Family Fitness, the existing easement will be relocated; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLONIAL HEIGHTS:

1. That, pursuant to the authority granted in Va. Code §15.2-2270, a stormwater management easement across the Property, being more particularly shown on a plat prepared by Townes Site Engineering and entitled "Plat of 0.87 Acre of Stormwater Management Easement Vacated Across Lot 3, Section 3, East Roslyn Farm," dated May 28, 2008 and last revised March 29, 2010 (the "Plat"), a copy of which is attached hereto and made a part hereof, is vacated.

2. That the City Manager be, and is hereby, authorized to execute a deed vacating a stormwater management easement across Lot 3, Section 3, East Roslyn Farm, designated on the Plat as "Vacated", subject to approval by the City Attorney as to form; provided, however, that the City Manager shall not execute such deed until the easement and facilities have been relocated as agreed to by the City Engineer. The cost of recording this ordinance and the deed shall be borne by the Applicant.

3. That the passage of this ordinance on second reading shall rescind Ordinance No. 10-1.

4. That this ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7 Nays: 0 Absent: 0 Abstain: 0

The Honorable Milton E. Freeland, Jr., Councilman: Aye

The Honorable Kenneth B. Frenier, Councilman: Aye

The Honorable W. Joe Green, Jr., Councilman: Aye

The Honorable Elizabeth G. Luck, Vice Mayor: Aye

The Honorable John T. Wood, Councilman: Aye

The Honorable Diane H. Yates, Councilwoman: Aye

The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____ Nays: _____ Absent: _____ Abstain: _____

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

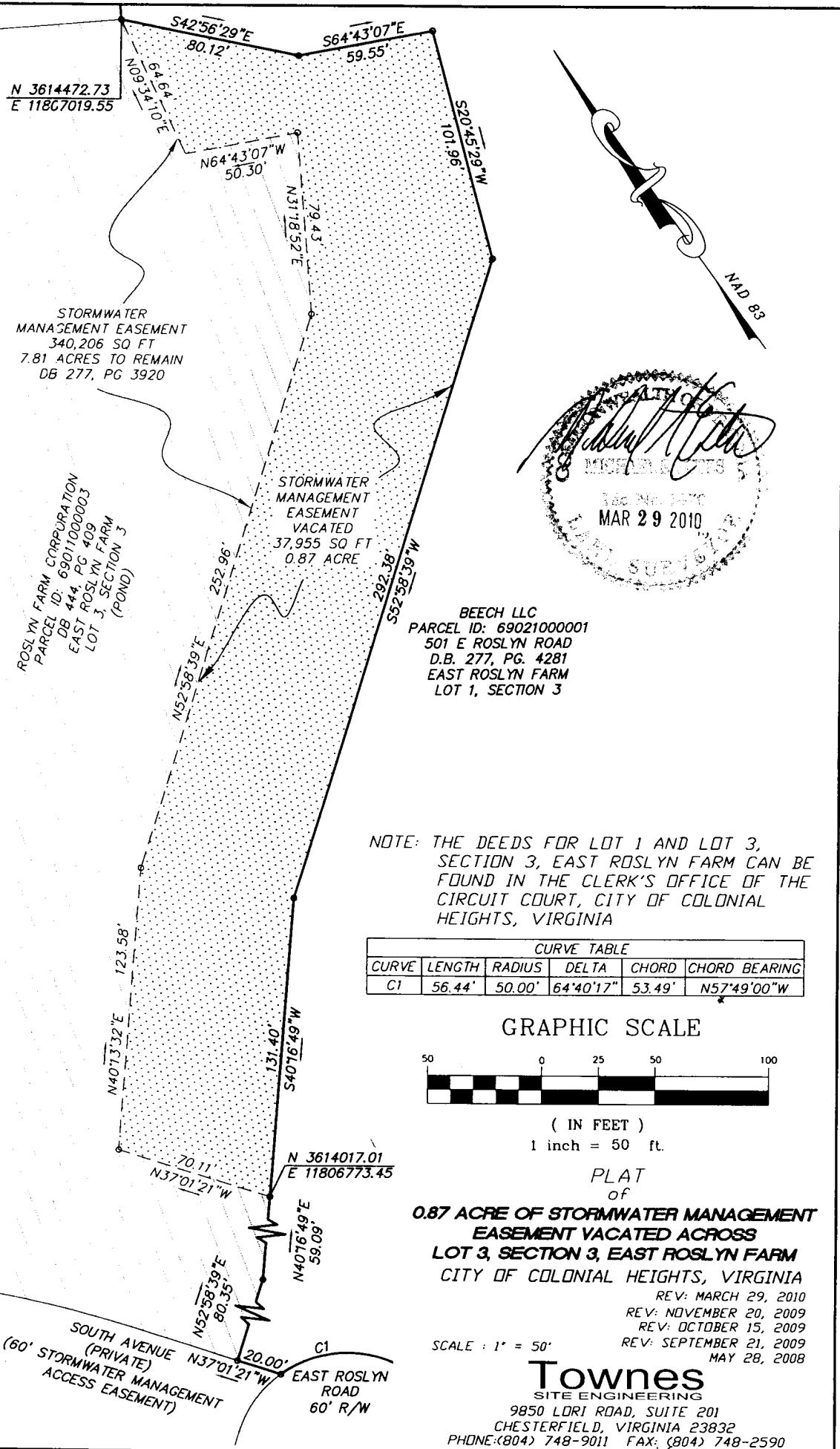
The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Foster, III
City Attorney



DRAWN BY: LEN/MWB

CHECKED BY: *[Signature]*



OFFICE OF THE
CITY ATTORNEY

CITY OF COLONIAL HEIGHTS
201 JAMES AVENUE
P. O. BOX 3401
COLONIAL HEIGHTS, VIRGINIA 23834-9001

HUGH P. FISHER, III
CITY ATTORNEY

TAMARA L. DRAPER
LEGAL ASSISTANT

(804) 520-9316 / FAX 520-9398

April 21, 2010

RECEIVED

APR 21 2010

CITY CLERK'S OFFICE

The Progress-Index
15 Franklin Street
Petersburg, VA 23803

Attention: Legal Advertisements

Dear Madam or Sir:

I have enclosed for publication in the legal advertisements section of your newspaper a notice of City Council holding public hearings to accept public comments on and consider the adoption of Ordinance Nos. 10-20, 10-21, 10-FIN-13, and Resolution No. 10-15.

You are requested to publish the notice on **April 27, 2010**.

Please send a certificate of publication to the Office of the City Clerk in City Hall so that we may have evidence that legal requirements have been met.

If there is any problem in publishing the notice on the date requested, please notify this Office immediately so that we may make other arrangements for publication.

Thank you for your assistance.

Very truly yours,

Hugh P. Fisher, III, DAD
Hugh P. Fisher, III
City Attorney

Enclosure

cc: The Honorable C. Scott Davis, Mayor
William E. Johnson, Acting City Manager
✓Kimberly J. Rollinson, City Clerk

**NOTICE OF PUBLIC HEARINGS
CITY OF COLONIAL HEIGHTS, VIRGINIA**

Notice is hereby given to all persons affected or interested that at the Colonial Heights City Council meeting to be held on **Tuesday, May 11, 2010, at 7:00 P.M.**, in Council Chambers of City Hall, 201 James Avenue, Colonial Heights, Virginia, the City Council shall hold public hearings to accept comments on the following:

AN ORDINANCE NO. 10-20

To amend and reordain § 218-2 of Chapter 218, Peace and Good Order, of the Colonial Heights City Code, to make the provisions of certain State criminal statutes effective in the City of Colonial Heights by local ordinance, effective July 1, 2010; and to repeal Ordinance No. 09-15.

AN ORDINANCE NO. 10-21

To amend and reordain § 273-2 of Chapter 273, Vehicles and Traffic, of the Colonial Heights City Code, so as to adopt the provisions and requirements of the laws of the Commonwealth contained in Title 46.2, in Article 9 of Chapter 11 of Title 16.1, and in Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia, effective July 1, 2010; and to repeal Ordinance No. 09-16.

AN ORDINANCE NO. 10-FIN-13

To amend the Capital Projects Fund Budget to appropriate \$686,070 in VDOT Funding for the resurfacing of Southpark Boulevard and Dimmock Parkway.

A RESOLUTION NO. 10-15

Authorizing the City Manager to enter into a lease agreement with TTM Virginia, Inc., for the latter's use of space on the Shepherd Stadium Water Tower.

Copies of the proposed ordinances and resolution are on file for public examination during regular business hours in the City Clerk's Office in City Hall, 201 James Avenue, Colonial Heights, Virginia. All persons affected or interested are invited

to be present at the public hearings of the City Council, to be held at the time and place stated above, when an opportunity will be given for them to be heard.

Hugh P. Fisher, III
City Attorney

Any interested party whose participation in this meeting would require reasonable accommodation of a handicap should contact the City Manager's Office at 520-9265 at least six days in advance.

AN ORDINANCE NO. 10-20

To amend and reordain § 218-2 of Chapter 218, Peace and Good Order, of the Colonial Heights City Code, to make the provisions of certain State criminal statutes effective in the City of Colonial Heights by local ordinance, effective July 1, 2010; and to repeal Ordinance No. 09-15.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That § 218-2 of Chapter 218, Peace and Good Order, of the Colonial Heights City Code, be and is hereby, amended and reordained as follows:

§ 218-2. Adoption of state misdemeanor statutes; violations and penalties.

A. Except as specifically changed or modified by this Code and other ordinances of the City, the criminal laws and statutes of the Commonwealth contained in Title 18.2 of the Code of Virginia (1950), as amended, including, with the same effective date, those provisions enacted prior to the adoption of this section but of subsequent effective date, are hereby incorporated in and made a part of this chapter to the same extent as if such state criminal laws and statutes were herein written in full. There shall, however, be excepted from the provisions of this section all of said state laws and statutes which have reference to felonies or which, by their own wording or judicial determination, cannot be adopted by the City; and the provisions contained in Article 2 of Chapter 7 of Title 18.2. It shall be unlawful for any person within the City to violate or fail to comply with the provisions of law hereby adopted.

B. The penalty imposed for the violation of laws and statutes hereby incorporated in and made a part of this chapter shall be as provided in § 1-3 of this Code, except insofar as state law shall impose or mandate the imposition by localities of some other penalty, in which event said penalties are hereby imposed.

C. Each provision of Title 18.2 of the Code of Virginia (1950) incorporated hereby without modification shall be cited for all purposes as "City Code § 218-2." followed by the number by which it is designated in said title (*i.e.*, the numbers, with punctuation, following the title number and hyphen).

D. Pursuant to § 1-220 of the Code of Virginia (1950), as amended, this ordinance shall include all future amendments to the state statutes herein incorporated by reference.

2. That Ordinance No. 09-15 be, and is hereby, repealed; such repeal, however, shall not affect any act or offense done or committed, nor any penalty or forfeiture incurred, nor any right established, accrued or accruing before the effective date of this ordinance or applicable part thereof, nor any prosecution, suit or action pending on that day. Except as herein otherwise provided, neither the repeal of Ordinance No. 09-15 nor the enactment of this ordinance shall apply to offenses committed prior to the effective date of this ordinance or applicable part thereof, and prosecutions for such offenses shall be governed by the prior law, which is continued in effect for that purpose. For the purposes of this ordinance, an offense was committed prior to the effective date of this ordinance or applicable part thereof, if any of the essential elements of the offense occurred prior thereto.

3. That if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

4. That, except as otherwise provided herein, this ordinance shall be in full force and effect on and after July 1, 2010.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Trotter, III
City Attorney

AN ORDINANCE NO. 10-21

To amend and reordain § 273-2 of Chapter 273, Vehicles and Traffic, of the Colonial Heights City Code, so as to adopt the provisions and requirements of the laws of the Commonwealth contained in Title 46.2, in Article 9 of Chapter 11 of Title 16.1, and in Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia, effective July 1, 2010; and to repeal Ordinance No. 09-16.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That § 273-2 of Chapter 273, Vehicles and Traffic, of the Colonial Heights City Code, be, and is hereby, amended and reordained as follows:

§ 273-2. Adoption of statutory provisions.

A. Pursuant to the authority granted in § 46.2-1313 of the Code of Virginia (1950), as amended, all of the provisions and requirements of the laws of the Commonwealth contained in Title 46.2, in Article 9 of Chapter 11 of Title 16.1 and in Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia, as amended, including, with the same effective date, those provisions enacted prior to the adoption of this section but of subsequent effective date; excepting, however, those provisions and requirements the violation of which constitutes a felony, and excepting those provisions and requirements which by their very nature can have no application to or within the City; are hereby adopted and incorporated in this chapter by reference and made applicable within the City. References to "highways of the state" contained in the provisions and requirements hereby adopted shall be deemed to refer to the streets, highways and other public ways within the City, and the provisions and requirements hereby adopted shall be deemed to refer to the streets, highways and other public ways within the City. Said provisions and requirements are hereby adopted, *mutatis mutandis*, and made a part of this chapter as fully as though set forth at length herein, and it shall be unlawful for any person within the City to violate or fail, neglect or refuse to comply with the provisions of Title 46.2, or of Article 9 of Chapter 11 of Title 16.1, or of Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia, which are adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted differ from the penalty imposed for a similar offense by the Code of Virginia.

B. Pursuant to § 1-220 of the Code of Virginia (1950), as amended, this ordinance shall include all future amendments to the state statutes herein incorporated by reference.

2. That Ordinance No. 09-16 be, and is hereby, repealed; such repeal, however, shall not affect any act or offense done or committed, or any penalty or forfeiture incurred, or any right established, accrued or accruing before the effective date of this ordinance or applicable part thereof, or any prosecution, suit or action pending on that day. Except as herein otherwise provided, neither the repeal of Ordinance No. 09-16 nor the enactment of this ordinance shall apply to offenses committed prior to the effective date of this ordinance or applicable part thereof, and prosecutions for such offenses shall be governed by the prior law, which is continued in effect for that purpose. For the purposes of this ordinance, an offense was committed prior to the effective date of this ordinance or applicable part thereof, if any of the essential elements of the offense occurred prior thereto.

3. That if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

4. That this ordinance shall be in full force and effect on and after July 1, 2010.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Foster, III

City Attorney

AN ORDINANCE NO. 10-FIN-13

To amend the Capital Projects Fund Budget to appropriate \$686,070 in VDOT Funding for the resurfacing of Southpark Boulevard and Dimmock Parkway.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Sections 2 and 3 of Ordinance No. 06-FIN-4, the Capital Projects Fund Budget, be, and is hereby amended and reordained as follows:

2. That there shall be appropriated from the resources and revenues available to the City of Colonial Heights (City) in its Capital Projects Fund, until such appropriations are amended by the City Council or the subject projects are completed or abandoned, the following sums for the purposes stated:

GENERAL GOVERNMENT

Senior Citizen/Youth Center Addition	682,007
Beautification Committee/Tourism	
Jamestown 2007	89,122
Courts Building Renovation/A & E	481,610
Library Renovation/Addition/A & E	1,349,716
Emergency Shelter—Power Modification	70,722
Boulevard Redevelopment	333,927
Fire Apparatus	<u>205,926</u>
SUBTOTAL	\$ 3,213,030

RECREATIONAL FACILITIES

Vocational School Sports Complex	9,246
Shepherd Stadium	70,000
Violet Bank Museum	63,759
Facilities Masterplan/Improvements	205,000
Appomattox River Greenway	<u>216,352</u>
SUBTOTAL	\$ 564,357

EDUCATIONAL FACILITIES

Asbestos Abatement/	
Renovation High School	<u>\$ 95,575</u>
SUBTOTAL	\$ 95,575

STREETS AND BRIDGES

Highway Construction Fund (Local Share)	12,561
Access Road—Transfer Station	100,000
Conduit Road Drainage Improvements	863
Bruce Avenue Drainage	2,740,671
I-95 Northbound Ramp—Temple Avenue	563,000

Lynchburg Avenue Reconstruction	162,305
Longhorn Drive Drainage	182,719
Boulevard Widening—North End	670,825
Boulevard Enhancement Project	275,000
Lafayette Avenue Paving	68,500
Yacht Basin Drive Storm Sewer	14,235
Lexington Drive Storm Sewer	33,172
Dupuy Boulevard Intersection	5,376,898
Signal Coordination –	
Temple/Sherwood	331,000
Safe Routes to School	322,548
ARRA Funding -- Southpark	<u>686,070</u>
SUBTOTAL	\$ 10,854,297
	11,540,367

UTILITY IMPROVEMENTS

Sanitary Sewer Rehabilitation	\$ 319,926
Waterline Rehabilitation	84,061
Utility System Line Testing	<u>108,417</u>
SUBTOTAL	\$ 512,404

TRANSFERS

Transfer to School CIP Program	\$ 7,500,000
SUBTOTAL	<u>\$ 7,500,000</u>
 TOTAL	 <u>\$22,739,663</u>
	\$23,425,733

3. That the foregoing appropriations are to be made from resources and revenues available for these projects, and anticipated as follows:

TRANSFERS

Transfer from General Fund	\$ 2,614,257
Transfer from Recreation Activity Fund	1,700
 SUBTOTAL	 \$ 2,615,957

MISCELLANEOUS

Restricted Fund Balance – Fire Apparatus	\$ 141,585
Grants	\$ 401,503
Donations	<u>17,860</u>
 SUBTOTAL	 \$ 560,948

REVENUES

Intergovernmental	5,305,446	5,991,516
Future Bond Issues:		
General Fund	7,500,000	
Schools	<u>2,500,000</u>	
SUBTOTAL	\$ 15,305,446	15,991,516

CONTINUING APPROPRIATED PROJECTS

General Fund	\$ 3,696,927
Water and Sewer Fund	<u>560,385</u>
SUBTOTAL	<u>\$ 4,257,312</u>
 TOTAL	 <u>\$22,739,663</u>
	23,425,733

2. That this ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Attest:

Mayor

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 29, 2010.

Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: Aye.

The Honorable Kenneth B. Frenier, Councilman: Aye.

The Honorable W. Joe Green, Jr., Councilman: Aye.

The Honorable Elizabeth G. Luck, Vice Mayor: Aye.

The Honorable John T. Wood, Councilman: Aye.

The Honorable Diane H. Yates, Councilwoman: Aye.

The Honorable C. Scott Davis, Mayor: Aye.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh L. Yates, III

City Attorney

A RESOLUTION NO. 10-15

Authorizing the Acting City Manager to enter into a lease agreement with TTM Virginia, Inc.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLONIAL HEIGHTS:

1. That William E. Johnson, Acting City Manager, on behalf of the City, be, and is hereby, authorized to enter into a lease agreement with TTM Virginia, Inc. for the use of space on the Shepherd Stadium Water Tower; such agreement to be in substantially the same form as that which is attached hereto and made a part hereof, subject to approval by the City Attorney as to form.
2. That this resolution shall be in full force and effect upon its passage.

Approved:

Attest:

Mayor

City Clerk

I certify that the above resolution was:

Adopted on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

Resolution No. 10-15

City Clerk

Approved as to form:

Hugh P. Juster, III
City Attorney

COMMUNICATIONS SITE LEASE AGREEMENT (WATER TOWER)

This Communications Site Lease Agreement (Water Tower) ("Agreement") dated this _____ day of _____, 2010, for reference purposes only, is entered into between TTM Virginia, Inc. ("Lessee"), and The City of Colonial Heights ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of a parcel of land (the "Land") and a water tower (the "Tower") located in the City of Colonial Heights, Commonwealth of Virginia, more commonly known as Shepherd Stadium, 200 Roanoke Avenue, Colonial Heights, Virginia 23806, (the Tower and Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately a 4' x 5' (20) square feet of the Land and space on the Tower and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. Use. The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises, and Lessee agrees to reimburse Lessor for all of Lessor's reasonable costs paid to any third party in connection with such cooperation...

3. Tests and Construction. Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below). Upon Lessee's request, Lessor agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land and Tower. The tower map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates and is licensed to operate.

4. Term. The initial term of this Agreement shall be three (3) years commencing on the first day of the month following the earlier of (a) the start of construction of the Lessee Facilities, or (b) one hundred and twenty (120) days after full execution of this Agreement ("Commencement Date") and terminating on the last day of the month in which the third anniversary of the Commencement Date occurs (the "Initial Term") unless otherwise terminated as provided in this Agreement. Lessee shall have the right to extend the Term for four (4) successive three (3) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. Rent. Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Four Hundred Twenty Five and 00/100 DOLLARS (\$425.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. On the first day of the month in which the anniversary of the Commencement Date occurs, and upon each anniversary thereafter, Rent shall be increased by three percent (3%) over the rate in effect on the last day of the month prior to the anniversary of the Commencement Date. Rent shall be payable to The City of Colonial Heights, at the following address: Colonial Heights Fire/EMS, P.O. Box 3401, Colonial Heights, VA 23834.

6. Facilities; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation utility lines, transmission lines, air conditioned equipment shelter(s), standby power generator, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw telco, electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over, across or through the Property as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

7. **Interference.**

Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessee shall not be responsible for the payment of any real property taxes, assessments and/or deferred taxes on the Property. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any personal property taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

9. **Waiver of Lessor's Lien.** Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

10. **Termination.** This Agreement may be terminated without further liability as follows: (i) on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is fifteen (15) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) on thirty (30) days prior written notice by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) on thirty (30) days prior written notice by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) on thirty (30) days prior written notice by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference or line of site issues not otherwise governed by Paragraph 7 above.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Lessor shall be named as an additional insured on Lessee's bodily injury and property damage insurance policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; which shall not be unreasonably withheld, conditioned or delayed, provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above and Lessee may sublet or license all or any portion of the Premises to one or more entities for communications uses only, without Lessor's consent.

15. **Warranty of Title and Quiet Enjoyment.**

(a) Lessor warrants that: (i) Lessor owns the Land in fee simple and owns the Tower and has rights of access thereto, no additional ground lease, easement or consent is required from any third party for use of, or access to, the Property; (ii) the Property is free and clear of all liens,

encumbrances and restrictions that would prohibit or interfere with Lessee's permitted use; (iii) Lessor has full right to make and perform this Agreement; and (iv) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

(b) Lessor further warrants that the Tower and Property are in compliance with all current applicable state and federal historical preservation requirements. Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Tower while Lessor remedies any such non-compliance.

16. Repairs and Maintenance.

(a) Lessor will be responsible for general upkeep and maintenance of the Property, including weed and brush control, and shall at all times keep and maintain the Property in a neat, tenantable, and safe condition, and in compliance with all laws and regulations and this Agreement. Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

(b) Tower Repairs/Painting. Upon ninety (90) days prior written notice, Lessor may perform routine modifications, repainting or maintenance (the "Work") of the Tower subject to this Agreement. Upon receipt of such notification, Lessee shall decide, in its sole discretion and after consulting with Lessor, which of the following options shall be used.

(i) Option 1: Shortly before the date upon which the Work is to commence, Lessee, at its sole expense, shall place a temporary antenna array on a Cell Site on Wheels ("COW") parked on the Property near the Premises, at a mutually agreeable location. Lessee shall then remove the Lessee Facilities, including its antennas from the Tower and the Work shall proceed. Once the Work is completed, Lessee, at its sole expense, shall then reattach the antennas on the Tower at the same location such antennas were located on the Tower prior to the performance of the Work. The antennas shall then be painted by Lessor at Lessor's expense to match the newly painted Tower, if applicable.

(ii) Option 2: Lessor may temporarily relocate the Lessee Facilities to another tower owned and operated by Lessor until the Work is completed. Once the Work is completed, Lessee, at its sole expense, shall then reinstall Lessee Facilities; including reattachment of the antennas on the Tower at the same location such antennas were located on the Tower prior to the performance of the Work. The antennas shall then be painted by Lessor at Lessor's expense to match the newly painted Tower, if applicable.

(iii) Option 3: Lessor shall perform the Work with the Lessee Facilities in place; provided that, Lessor shall ensure that the Lessee Facilities (including ground-based equipment) are properly shrouded and protected from overspray.

At all times, Lessor shall ensure that Lessor and its employees, contractors, agents and all other parties performing the Work on behalf of Lessor ("Lessor Parties") take proper safety precautions, including but not limited to, RF emissions safety, while performing such Work. The duties described herein shall survive termination of this Lease.

For any periods of time that Lessee is unable to operate the Lessee Facilities on the Tower, regardless of whether or not Lessee is operating from a COW on the Property or from another Lessor owned tower, Rent shall abate until the Work is complete and the Lessee Facilities are re-installed and fully operational on the Tower.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, and any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. The duties described in Paragraph 18 survive termination of this Agreement.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement, such notice or demand shall be given or served in writing and sent to Lessor at the address set forth and to Lessee as follows:

If to Lessor:

A.G. Moore, Fire Chief
Colonial Heights Fire/EMS
P.O. Box 3401
Colonial Heights, VA 23834

If to Lessee:

Telecom Transport Management, Inc.
146 N. Canal Street
Suite 210
Seattle, WA 98103
Attn: Bill Buck

With a Copy To:

Office of the City Attorney
City of Colonial Heights
P.O. Box 3401
Colonial Heights, VA 23834

With a Copy To:

Telecom Transport Management, Inc.
146 N. Canal Street
Suite 210
Seattle, WA 98103
Attn: Lease Administrator

All such notices shall be sent by (i) certified or registered mail and in such case shall be effective three (3) days after the date of mailing, or (ii) by reputable overnight courier, and in such case shall be effective one (1) day after the date of mailing. Any such address may be changed from time to time by either party serving notices as above provided.

(e) This Agreement shall be governed by the laws of the State in which the Property is located.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C may be recorded by Lessee in the official records of the City where the Property is located. Lessor agrees to sign all necessary and appropriate documents to facilitate the filing of the Memorandum of Agreement. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees, upon request by Lessee, to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity.

(l) The financial terms of this Lease shall not be disclosed by either party to any third party, save and except for financial and legal advisors to Lessor and Lessee, and to any other interested party with a need to know such information so long as such party has executed a valid and binding non-disclosure agreement.

20. Tower Marking and Lighting Requirements. Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all Tower marking and lighting requirements, and all other applicable requirements, of the Federal Aviation Administration ("FAA") and the FCC. Should Lessee be cited by either the FCC or FAA because the Tower is not in compliance and, should Lessor fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessee may either terminate this Agreement immediately on notice to Lessor or proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the Rent.

(SIGNATURES APPEAR ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:

CITY OF COLONIAL HEIGHTS

By: _____

Name: _____

Title: _____

Date: _____

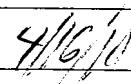
LESSEE:

TTM VIRGINIA, INC.

By:  _____

Name: **FRANK MASTROBATTISTA**
SENIOR VICE PRESIDENT

Title: _____

Date:  _____

Site Name: wt
Site #:RCH -41M

EXHIBIT A

DESCRIPTION OF LAND

This Exhibit A is part of that certain Communications Site Lease Agreement (Water Tower) dated _____, 2010, by and between The City of Colonial Heights, as Lessor, and TTM Virginia, Inc. , as Lessee.

The Land is described and/or depicted as follows (metes and bound description):

Description: SUB: WRIGHT ESTATE SECTION: BLOCK: I LOT: 7, 8-18

EXHIBIT B

DESCRIPTION OF PREMISES

This Exhibit B is part of that certain Communications Site Lease Agreement (Water Tower) dated _____, 2010, by and between The City of Colonial Heights, as Lessor, and TTM Virginia, Inc., as Lessee.

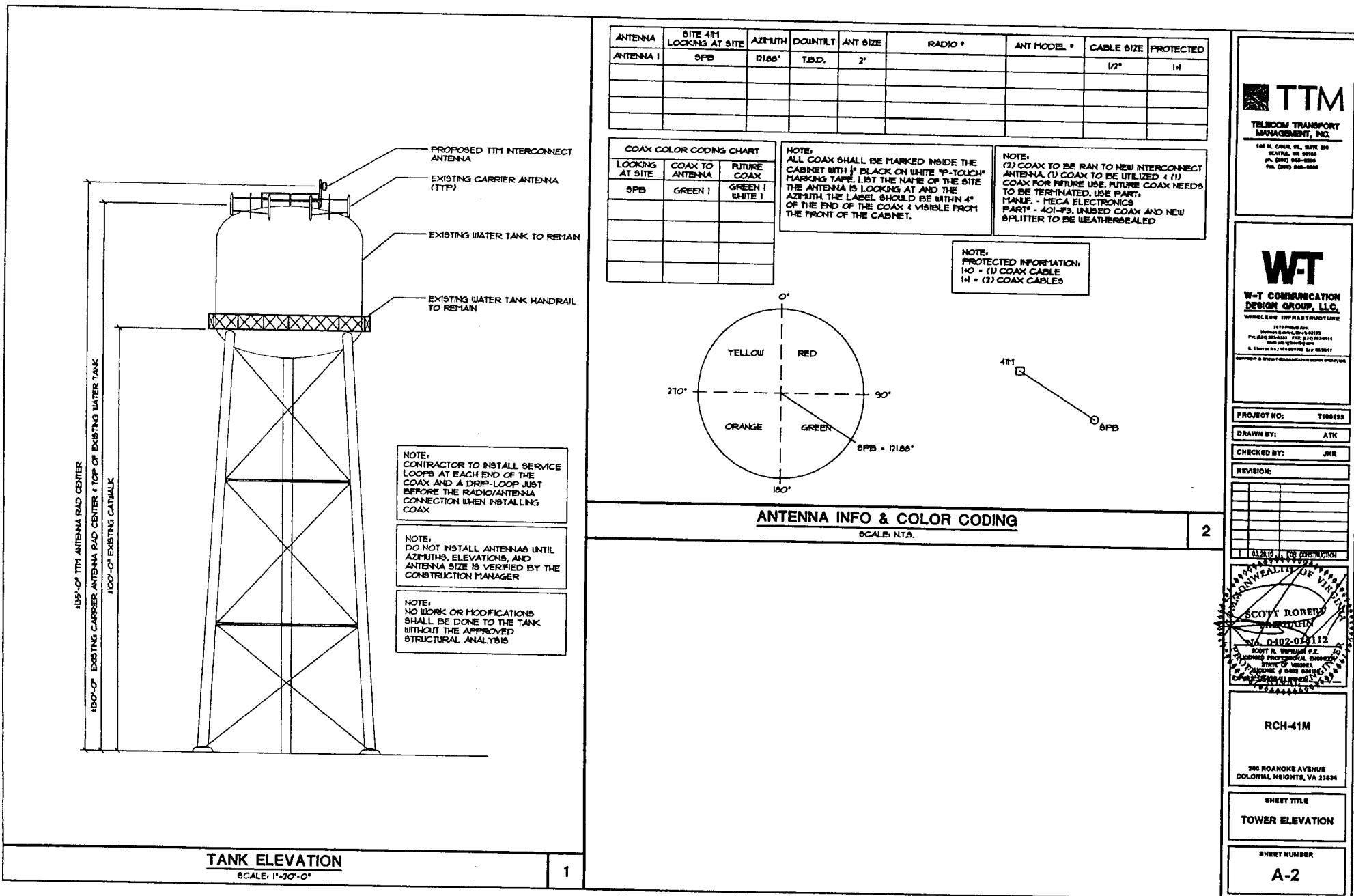
The Premises are described and/or depicted as follows:

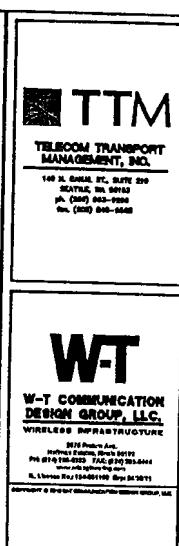
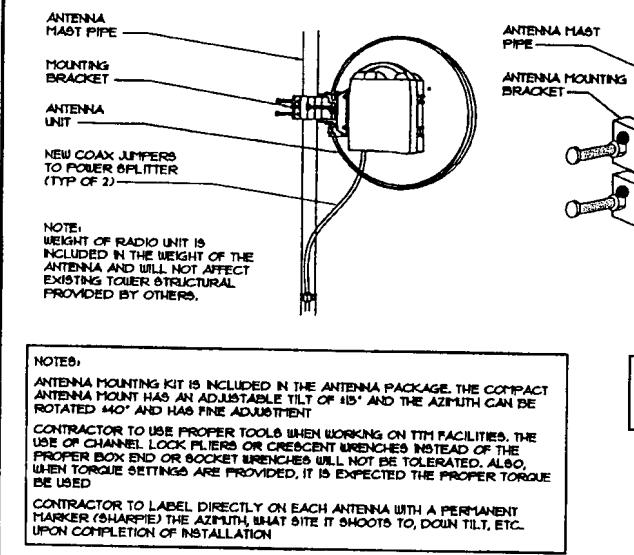
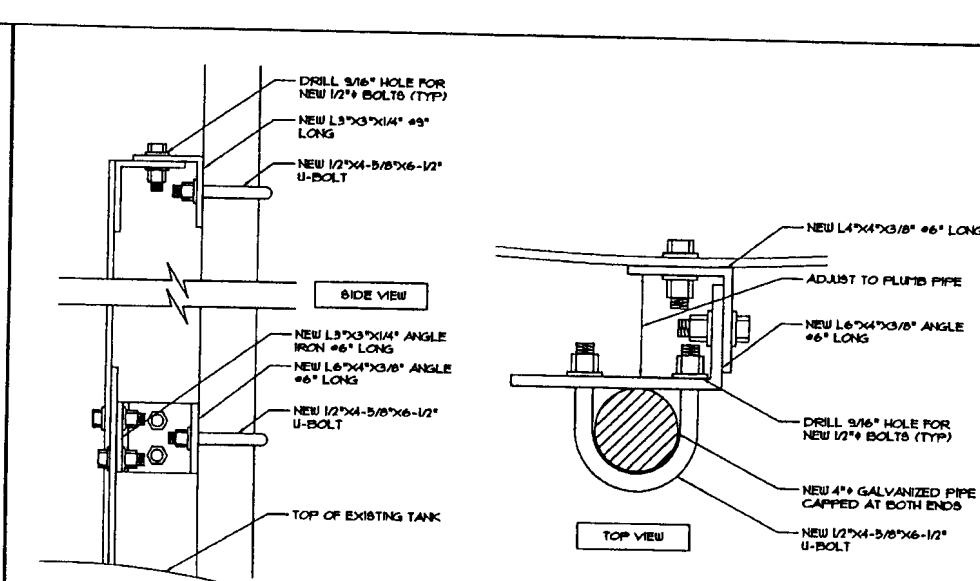
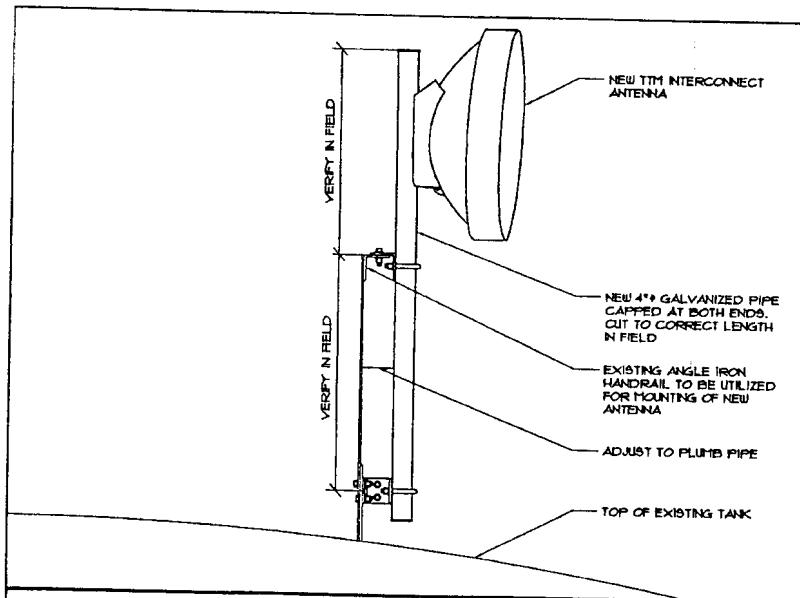
**These drawings have been reviewed
and approved by the Landlord in their
entirety.**

Signed _____
Date _____

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.





PROJECT NO: T100230

DRAWN BY: ATK

CHECKED BY: JKR

REVISION:

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1401 N. GLENDALE ST., SUITE 200
PHOENIX, AZ 85013
ph. (602) 943-9200
fx. (602) 943-9248

W-T COMMUNICATION
DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
2011 N. BROADWAY, SUITE 1010
PHOENIX, AZ 85013 FAX: (602) 943-9248
E. Union St. 114401100 Rev. 01/01
Copyright © Wireless Communication Design Group, LLC

PROJECT NO: T100230

DRAWN BY: ATK

CHECKED BY: JKR

REVISION:

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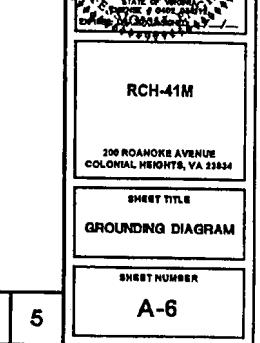
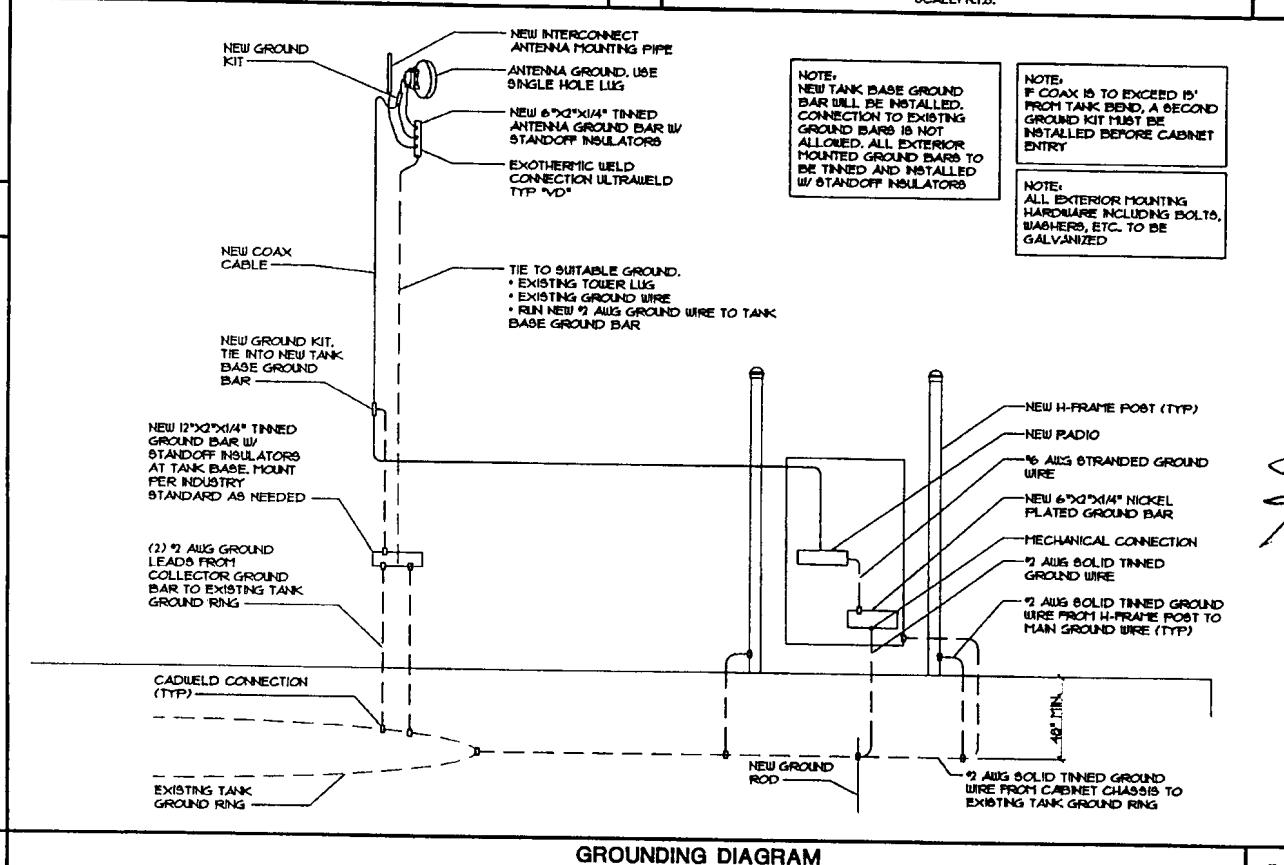
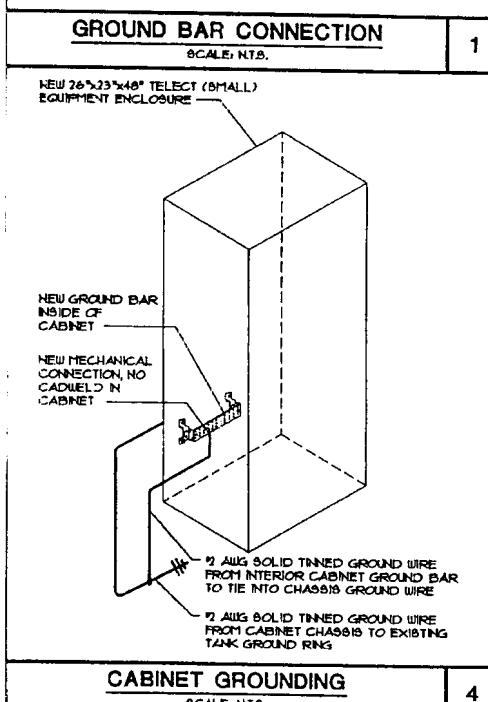
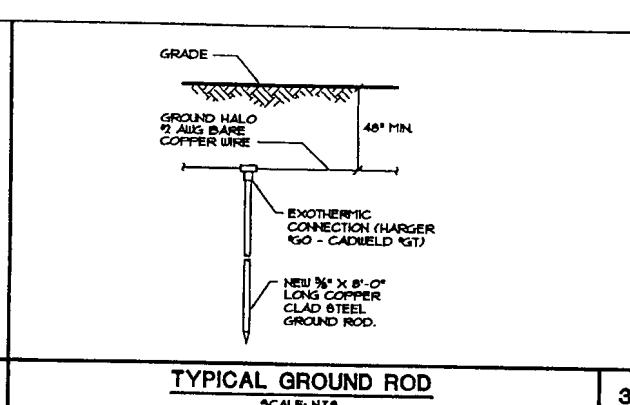
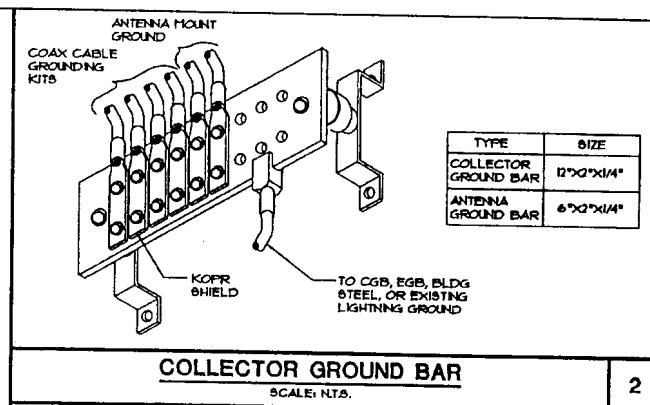
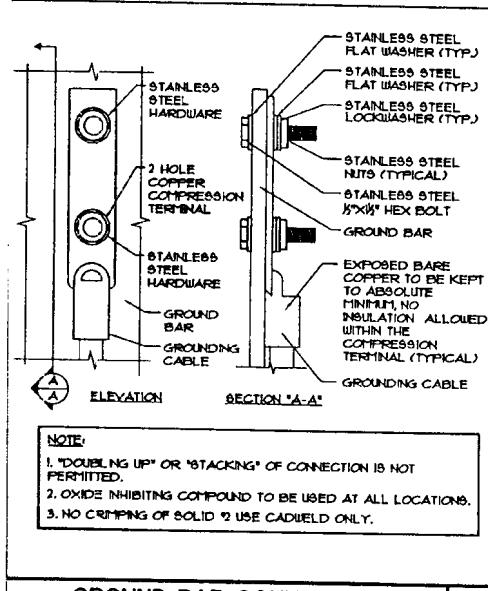
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GROUNDING NOTES

- COAX CABLE SHALL BE GROUNDED AT ANTENNA LEVEL WITHIN 5' OF ANTENNA. COAX WILL ADDITIONALLY BE GROUNDED AT THE BASE OF THE TOWER 18" BEFORE THE CABLE REACHES A HORIZONTAL PLANE. IF EQUIPMENT CABINET IS MORE THAN 15' FROM THE TOWER AN ADDITIONAL GROUND KIT WILL BE ADDED 24" BEFORE CABLE ENTERS CABINET.
- ALL COAX GROUND KITS WILL BE ANDREW "COMPACT SURE GROUND."
- VERIFY THE GROUNDING CONTINUITY BETWEEN THE TOWER BASE AND THE NEW TTM CABINET GROUND BAR. CONTRACTOR SHALL ENSURE THAT ALL METALLIC OBJECTS WITHIN 6' FROM CABINET HAVE GROUNDING CONTINUITY. THE CONTRACTOR SHALL CORRECT ANY DEFECTS BY ADDING GROUNDING CONDUCTOR TO ENSURE CONTINUITY.
- CONTRACTOR SHALL PERFORM A GROUND IMPEDANCE TEST PRIOR TO CONSTRUCTION TO ENSURE SITE IS LOWER THAN 3-OMH. IF SITE HAS A RESISTANCE HIGHER THAN 5 OHM REPORT TO TTM FOR FURTHER DIRECTION.
- GROUNDING CONDUCTORS SHALL BE COPPER ONLY, EITHER SOLID OR STRANDED CONDUCTORS ARE PERMITTED. ALL EXTERNAL BURIED CONDUCTORS MUST BE BARE. EQUIPMENT GROUND LEADS IN CABLE TRAYS MUST BE GREEN INSULATED.
- CONTRACTOR TO PROVIDE GROUND WIRES, BARS, AND CONNECTIONS AS SHOWN ON GROUNDING RISER DIAGRAM.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE, EXCEPT AS OTHERWISE INDICATED. RADIUS BENDS OF GROUNDING LEADS TO BE A MINIMUM OF 12". 4" WIRE MAY BE BENT WITH 6" RADIUS BEND WHERE FIELD CONDITIONS PROHIBIT WIDER SWEEPS.
- GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELD") TO ANTENNA MASTS, FENCE POSTS, AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION / MECHANICAL FITTINGS.

ELECTRICAL NOTES

- ALL ELECTRICAL WORK SHALL CONFORM TO THE VIRGINIA DEPARTMENT OF LABOR AND INDUSTRIAL ELECTRICAL CODE AND VA LI4 CODE. CONTRACTOR TO OBTAIN LI4 PERMIT.
- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL ELECTRICAL ITEMS SHALL BE UL APPROVED OR LISTED.
- POWER WIRES AND CABLES SHALL BE COPPER WITH TYPE XHHW THIN, OR THIN INSULATION. SOLID CONDUCTORS FOR #10 AWG AND SMALLER, STRANDED FOR LARGER THAN #10 AWG. MINIMUM SIZE #12 AWG.
- POWER WIRES OUTSIDE CABINET AND CABLES SHALL BE INSTALLED IN CODE COMPLIANT RIGID CONDUIT OR FLEXIBLE LIQUID TIGHT CONDUIT AS INDICATED ON DRAWING.
- CONTRACTOR TO OBTAIN ALL PERMITS, PAY PERMIT FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.
- CONTRACTOR TO OBTAIN LOCAL POWER AND TELEPHONE COMPANY APPROVAL AND COORDINATE WITH UTILITY COMPANIES SERVICE ENTRANCE REQUIREMENTS.

GENERAL NOTES

- ACTUAL ANTENNA AZIMUTH IS DETERMINED BY ACTUAL "LINE OF SIGHT" FROM TOWER TO TOWER. CONTRACTOR SHALL ENSURE ANTENNA HAS MEANS FOR OPTIMIZATION ADJUSTMENTS.
- LINE OF SIGHT TAKES PRECEDENCE OVER AZIMUTHS SHOWN ON PLAN.
- MINIMUM SEPARATION BETWEEN ANTENNA IS 18" IF CONTRACTOR CAN NOT MAINTAIN MINIMUM DISTANCE CONTACT ENGINEER FOR SOLUTION / ALTERNATE DESIGN.
- COAX CABLE LENGTH SHOWN IS APPROXIMATE. CONTRACTOR IS REQUIRED TO MAKE ACTUAL FIELD MEASUREMENT PRIOR TO PURCHASE AND BE RESPONSIBLE FOR SAME.
- COAX CABLE SHALL BE RAISED / SUPPORTED WITH HOISTING GRIP AT APPROPRIATE POINTS PER MANUFACTURER REQUIREMENTS.
- CONTRACTOR WILL PROVIDE COAX CABLE, RF CONNECTORS AND RF GROUNDING KITS, ALL LABOR AND OTHER MATERIALS DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL SHALL BE CONTRACTOR'S RESPONSIBILITY.
- CONTRACTOR SHALL SUPPORT COAX CABLE PER MANUFACTURER REQUIREMENTS. (1/8" LDPE + 4" O.C) SUPPORT SHALL BE PER MANUFACTURER REQUIREMENTS AND BE CERTAIN 1/8" STEEL SNAP IN OR NON COMPRISING BUTTERFLY CLAMP NO NYLON OR PLASTIC "ZIP TIES" WILL BE ALLOWED. COAX MAY BE UNSUPPORTED INSIDE MONOPOLE.
- NO COAX SHALL BE OUTSIDE THE POLE MORE THAN 20'-0" (UNLESS OTHERWISE DIRECTED) TO GET FROM AN EXISTING POLE TO AN ANTENNA HEIGHT IF DISTANCE IS GREATER THAN 20'-0" A NEW 6X9" POTHOLE SHALL BE INSTALLED. POTHOLE SHALL BE INSTALLED PER TOWER MANUFACTURER REQUIREMENTS AND POTHOLE SHALL BE INSTALLED PER TOWER MANUFACTURED BY VALMONT INDUSTRIES. NO SUBSTITUTION IS ALLOWED. NO HOLES WILL BE CUT WITH A TORCH ALL HOLES WILL BE CUT WITH DIAMOND WHEEL. NO NEW POTHOLE SHALL BE INSTALLED UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY TTM.

GENERAL WELDING

- ALL WELDING SHALL BE BY AN AWS CERTIFIED WELDER.
- COMPLY WITH THE AWS STRUCTURAL WELDING CODES, INCLUDING ANSI/AWHA D100-96 "AWHA STANDARD FOR WELDED STEEL TANKS FOR WATER STORAGE" AS MODIFIED TO DATE.
- MAKE ALL WELDS TO THE TANK WALL WITH EN1016 LOW HYDROGEN ROD. WELD SMOOTH AND AVOID UNDERCUTS AND BURRS. GRIND SMOOTH ALL WELDS SO THAT NO SHARP PROTRUSIONS REMAIN. SMOOTH IS DEFINED AS NO CUTS OR ABRASION OCCUR WHEN RUBBING YOU HAND OVER THE WELD.
- DO NOT WELD WHEN THE AMBIENT TEMPERATURE IS BELOW 32°F UNLESS THE REQUIREMENTS OF AWHA D100, SEC 10.2.1 ARE FOLLOWED.
- BEFORE WELDING, REMOVE ALL COATINGS WITHIN 6" OF THE AREA TO BE WELDED. PREPARE EXISTING STRUCTURAL COMPONENT SURFACES WHERE WELDING IS TO BE PERFORMED IN ACCORDANCE WITH SSPC AND API CODES.
- WELDING MAY CAUSE BLISTERING OF THE PAINT NEXT TO THE WELD. EXTERIOR PAINT DAMAGE SHALL BE REPAIRED AFTER COMPLETION OF THE ANTENNA INSTALLATION, AND SHALL BE COMPATIBLE WITH THE EXISTING PAINT SYSTEMS. (THETEC URETHANE 94 EXTERIOR) INTERIOR PAINT SHALL BE RESTORED PER AWHA D109-91 "COATING STEEL WATER STORAGE TANKS: PERSONNEL ENTRY TO WATER VESSEL SHALL COMPLY WITH AWHA C652 'DISINFECTION OF THE WATER STORAGE FACILITIES' AND LOCAL JURISDICTIONAL REQUIREMENTS."
- DO NOT WELD GALVANIZED COMPONENTS DIRECTLY TO THE TANK SURFACE. GRIND GALVANIZED SURFACES FREE OF GALVANIZING PRIOR TO WELDING. PREPARE EXISTING STRUCTURAL COMPONENT SURFACES WHERE WELDING IS TO BE PERFORMED IN ACCORDANCE WITH AWS CODES.
- USE ASTM A-36 CARBON STEEL FOR ALL STRUCTURAL STEEL. USE A-307 BOLTS UNLESS OTHERWISE SPECIFIED.
- COMPLY WITH APPLICABLE AWHA D-100, ASME, ASTM STANDARDS, THE ACI, ABC, AND FEDERAL STATE AND LOCAL CODES, DURING CONSTRUCTION DESIGN AND FABRICATION.
- VERIFY FIELD CONDITIONS, FIELD SET UP PROBLEMS OR CHANGES TO THE PLAN SHEETS ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER. CONTRACTOR SHALL CONTACT LOCAL WELDING INSPECTOR 48 HOURS PRIOR TO ACTUAL WELDING OR ENGINEER.
- WELD CERTIFICATION SHALL BE PROVIDED TO WELDING INSPECTOR PRIOR TO WORK COMMENCEMENT.

WATER TANK CLEANING AND PAINTING REQUIREMENTS

NOTE:
CONTRACTOR SHALL FEATHER ANY ROUGH EDGES AS A RESULT OF SPOT BLASTING DAMAGED AREAS.

INTERIOR WET:
BLASTING: SPOT BLAST SSPC-SP10 NEAR-WHITE FINISH ALL RUSTED, ABRASIVE, LOOSE PAINT, AND POWER TOOL CLEANED AREAS.
PRIME COAT: SPOT PRIME ONE COAT OF THETEC SERIES 91 H2O HYDRO-ZINC TO ALL BARE STEEL WITHIN 12 HRS. AFTER BLASTING.
DRY FILM THICKNESS = 25-35 MILS.
INTERMEDIATE COAT: ONE COAT THETEC SERIES 20-1255 CHICAGO BEIGE POTA POX.
DRY FILM THICKNESS = 4.0-6.0 MILS.
FINISH COAT: ONE COAT THETEC SERIES 20-4402 TANK WHITE POTA-POX.
DRY FILM THICKNESS = 5.0-6.0 MILS.

INTERIOR DRY:
BLASTING: SPOT BLAST SSPC-SP6 COMMERCIAL BLAST ALL RUSTED, ABRASIVE, LOOSE PAINT, AND POWER TOOL CLEANED AREAS.
PRIME COAT: SPOT PRIME ONE COAT OF THETEC SERIES 91 H2O HYDRO-ZINC TO ALL BARE STEEL WITHIN 12 HRS. AFTER BLASTING.
DRY FILM THICKNESS = 25-35 MILS.
FINISH COAT: ONE COAT THETEC SERIES 20-4402 TANK WHITE POTA-POX.
DRY FILM THICKNESS = 5.0-6.0 MILS.

EXTERIOR:
BLASTING: SPOT BLAST SSPC-SP6 COMMERCIAL ALL RUSTED, ABRASIVE, LOOSE PAINT, AND POWER TOOL CLEANED AREAS.
PRIME COAT: SPOT PRIME ONE COAT OF THETEC SERIES 136 - 1255 CHICAGO BEIGE PRIMER TO ALL BARE STEEL WITHIN 12 HRS. AFTER BLASTING.
DRY FILM THICKNESS = 3.0-4.0 MILS.
INTERMEDIATE COAT: ONE COAT OF THETEC SERIES 30 SPRA-SAF EN (...)
DRY FILM THICKNESS = 7.0-9.0 MILS.
FINISH COAT: ONE COAT OF THETEC SERIES 30 SPRA-SAF EN (...)
DRY FILM THICKNESS = 2.0-3.0 MILS.

NOTE: CONTRACTOR TO VERIFY THAT ABOVE SPECIFICATIONS ARE APPROVED PER LOCAL MUNICIPALITY REQUIREMENTS PRIOR TO ORDERING AND PAINTING
*** CONTRACTOR SHALL ENSURE COLOR
MATCH TO EXISTING PAINT ON TANK. MEET WITH VILLAGE OR CITY
4 PROVIDE COLOR SAMPLE FOR APPROVAL PRIOR TO PAINTING.

NOTE:
THIS PAINT MAY NOT BE RF TRANSPARENT AND SHALL NOT BE USED TO PAINT THE ANTENNAS OR COAXIAL CABLE.

TTM
TELECOM TRANSPORT
MANAGEMENT, INC.
140 E. CAVIA ST., SUITE 300
SEATTLE, WA 98101
PA. (206) 467-5996
FLA. (305) 542-9665

W-T
W-T COMMUNICATION
DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
1075 PREMIER AVENUE
SUITE 1000, SEATTLE, WA 98101
PA. (206) 467-5996
FLA. (305) 542-9665
E. (305) 542-9665
http://www.wtgroup.com

PROJECT NO: T10929

DRAWN BY: ATK

CHECKED BY: JKR

REVISION:

1 ALARM AND CONTROL

SCOTT R. ROBERTS
P.E.
NO. 0401-036112
ROBERTS & TROST, P.C.
TELECOM INFRASTRUCTURE
STATE OF WASHINGTON
P.O. BOX 10000
Olympia, WA 98504-1000
11/11/2011

RCH-41M
300 ROANOKE AVENUE
COLONIAL HEIGHTS, VA 23834
SHEET TITLE
NOTES

SHEET NUMBER
A-7

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

(INSERT RETURN ADDRESS)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this _____ day of _____, 2010, by and between The City of Colonial Heights, with an office at Colonial Heights Fire/EMS, P.O. Box 3401, Colonial Heights, VA 23834 ("Lessor"), and TTM Virginia, Inc. with an office at 146 N. Canal St., Suite 210, Seattle, Washington 98103 ("Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Water Tower) ("Agreement") on the _____ day of _____, 2010, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement shall be three (3) years commencing on the first day of the month following the earlier of (a) the start of construction of the Lessee Facilities, or (b) one hundred and twenty (120) days after full execution of the Agreement ("Commencement Date") and terminating on the last day of the month in which the third anniversary of the Commencement Date occurs (the "Initial Term") with four (4) additional three (3) year options to renew, unless otherwise terminated as provided in the Agreement.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

LESSEE:

By: **EXHIBIT ONLY DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

By: **EXHIBIT ONLY DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, 2010, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____

STATE OF _____

COUNTY OF _____

On _____, 2010, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that _____ he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires: _____



CITY OF COLONIAL HEIGHTS

P.O. Box 3401
COLONIAL HEIGHTS, VA 23834-9001
www.colonial-heights.com

Office of the City Manager

May 6, 2010

The Honorable Mayor and Members of City Council
Colonial Heights, Virginia

Ladies and Gentlemen:

The Budget Amendment for May 2010 is summarized as follows:

1. The Director of Recreation and Parks is reporting the donation of \$2,000 from TEAMS (Tri-City Elite Athletic Membership and Support). These funds were donated to purchase baseball/softball fence guards and for the replacement of the batting cage net at Shepherd Stadium. The acceptance of this donation for these items is recommended and presented for your consideration. No local funding is required.
2. The Director of Planning & Community Development has obtained an award of \$7,000 from the Department of Conservation and Recreation. This will fund the evaluation of the new zoning regulations along with other related ordinances and their impact on the Phase III water quality regulations. This process will accelerate the Chesapeake Bay staff review of the City's codes and assist us on the code sections that will need to be addressed. The acceptance of this grant is recommended and presented for your consideration. No additional local funding will be required.
3. The General Fund, in the current budget, has appropriated \$35,000 for the City's share of matching funds for the Appomattox River Trail System. This appropriation needs to be also appropriated under the individual project in the Capital Projects Fund at this time.
4. The Deputy Director of Finance has conducted the yearly Capital Improvement Project review to finalize funding of completed projects. This recommendation involves transferring residue amounts from completed Library (\$629) and Violet Bank (\$629) projects to the Senior Citizen/Youth Center Project which has a deficit of \$19,349. I recommend that the remaining deficit in this project and a shortage of \$8,583 in the Longhorn Drive Project be transferred from the Mayors Beautification Project that currently contains \$45,487 in unappropriated funding.

The Honorable Mayor and Members of City Council
May 6, 2010
Page 2

Ordinance No. 10-FIN-14, has been prepared and is attached for your consideration. City staff associated with these requests will be present at the City Council Meeting to assist as necessary.

If any additional information or assistance is needed prior to the meeting, please do not hesitate to contact me.

Sincerely,



William E. Johnson
Acting City Manager

WEJ: eg

Attachments

cc: Hugh P. Fisher, III, City Attorney
Craig R. Skalak, Director of Recreation & Parks
George W. Schanzenbacher, Director of Planning & Community Development
Kathy L. Sparks, Deputy Director of Finance

Ordinance/Resolution Recap Worksheet
May 2010 Meeting

	TEAM Donation	Dept Conservation & Recreation	Greenway Transfer	CIP Project Closeout	Total
GENERAL FUND					
REVENUE:					
Intergovernmental		\$7,000			\$7,000
Miscellaneous	2,000				2,000
Total	2,000	7,000			9,000
EXPENDITURES:					
Parks & Recreation	2,000				2,000
Planning		7,000			7,000
Total	\$2,000	\$7,000			\$9,000
CAPITAL PROJECTS					
REVENUE:					
Miscellaneous - Transfer General Fund		35,000			35,000
Total		\$35,000			\$35,000
EXPENDITURES:					
Senior Citizen/ Youth Center Addition		19,349			19,349
Library Renovation		(629)			(629)
Violet Bank Museum		(646)			(646)
Beautification/Tourism/ Jamestown 2007		(26,657)			(26,657)
Appomattox River Greenway	35,000				35,000
Longhorn Drive Drainage		8,583			8,583
Total		\$35,000	\$0		\$35,000

Bill Johnson

From: Craig Skalak
Sent: Friday, April 23, 2010 12:40 PM
To: Bill Johnson
Cc: Elke Gibbs (gibbse@colonial-heights.com)
Subject: revised May council agenda item

Bill-

Re: T.E.A.M.S. Donation

The Director of Recreation and Parks is reporting a donation of \$2000.00 from T.E.A.M.S. (Tri-City Elite Athletic Membership and Support) who have generously donated \$2000.00 to purchase baseball/softball field fence guards and replace the batting cage net at Shepherd Stadium. The Director of Recreation and Parks is requesting the \$2000.00 be appropriated to the General Fund when Council considers this matter during their May Council meeting.

Craig Skalak
Director of Recreation and Parks
City of Colonial Heights
Office: 804-520-9224
Fax: 804-520-9203



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

203 Governor Street, Suite 206

Richmond, Virginia 23219-2010

(804) 786-2152

March 22, 2010

George W. Schanzenbacher
City of Colonial Heights
201 James Avenue
Colonial Heights, VA 23834

RE: DCR Grant Agreement # BAY-2009-15-PT, City of Colonial Heights, *Chesapeake Bay Phase III Regulations Evaluation*

Dear Mr. Mitchell:

Please find enclosed three identical, original grant agreements, signed by DCR, for the above referenced project. Please be sure all three copies are signed by the City of Colonial Heights. No modifications may be made to these grant files without advance approval from DCR. Retain one original for your files and return two to my attention:

Attn: Susan Block, Chesapeake Bay Grant Manager
Department of Conservation and Recreation
203 Governor Street, Suite 206
Richmond, VA 23219-2094

This grant agreement shall not be valid until DCR receives two originally signed agreements. Once DCR receives the two signed grant agreements, the project will be effective for the period of March 15, 2010 – March 15, 2011. All Chesapeake Bay Grant Project Sponsors are reminded of the following:

- 1) Projects must be completed during the grant Time of Performance. Project sponsors are expected to make all necessary efforts to complete the projects on schedule and within the term of the grant. DCR cannot guarantee any project extensions.
- 2) The DCR and Chesapeake Bay Program must be recognized as the source of funds on all publications, signage, or other materials produced in association with this project. See the acknowledgement section of the grant agreement.

Adrienne Kotula, Principal Environmental Planner in the DCR Division of Chesapeake Bay Local Assistance, is assigned as the DCR Project Manager for this grant project. Please direct project specific questions and quarterly reports to Adrienne. Quarterly project and financial narrative reports are required along with your reimbursement requests throughout the grant period by report deadline dates of (April 15, 2010 if reimbursement is necessary), July 15, 2010, October 15, 2010, January 15, 2011 and April 15, 2011.

The DCR Grant Project Management Manual, which provides guidelines on the administrative management of your project, is available at <http://www.dcr.virginia.gov/sw/grants> .

We look forward to working with you on this project. Your efforts to improve water quality in your local waterways, for the Commonwealth of Virginia and for the Chesapeake Bay are recognized.

If you have any questions feel free to contact Adrienne or me at susan.block@dcr.virginia.gov.

Sincerely,



Susan M. Block

Chesapeake Bay Grant Manager

Cc: Adrienne Kotula, DCR Project Manager [no enclosures]

COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation
Grant Agreement
Virginia Chesapeake Bay Implementation Program
BAY-2009-15-PT

This Grant Agreement (hereinafter referenced as "Agreement") is made, by and between the Commonwealth of Virginia, Department of Conservation and Recreation, hereinafter called "DCR," and City of Colonial Heights, hereinafter called the "Grantee."

DCR has received a grant from the United States Environmental Protection Agency (EPA), under the Chesapeake Bay Program, Catalog of Federal Domestic Assistance Number 66.466. This Agreement is a sub-award, from DCR to the Grantee, of said federal grant funds. The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

(1) GENERAL PROVISIONS: Grantee shall carry out the project as set forth in the Agreement documents. The Agreement documents shall consist of this signed Grant Agreement and:

- (1) Attachment A - Scope of Work
- (2) Attachment B - Project Financial Report Form
- (3) Attachment C - Milestone Table
- (4) Attachment D - NPS Pollution Tracking Data Form for BMPs, when applicable
- (5) Attachment E – General Terms and Conditions for Federally Funded DCR Grant Contracts

This Agreement and all applicable attachments hereto represent the entire contract between the parties and together supersede any and all other agreements or understandings in connection with the grant funds provided herein. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the Scope of Service, contained in Section 5 herein. Furthermore, the Grantee shall not assign, sublet or subcontract any work related to this Agreement, or any interest it may have herein, to any parties not approved by DCR, as noted in these Agreement documents. The details and schedule of service set forth in the Scope of Work and Milestone Table are deemed to have been consensual upon the execution of this Agreement.

(2) TIME OF PERFORMANCE: Upon signature by the Grantee and the director of DCR, the services of the Grantee shall be for the period from, March 15, 2010 through March 15, 2011, unless otherwise altered through provisions of this Agreement or extended by written authorization of DCR. All time limits stated are essential to this Agreement. Every effort must be made to complete the work on time. All project expenses and use of match funds must be completed during the time of performance.

(3) COMPENSATION: The total grant award from DCR is \$ 7,000.00. DCR shall release the grant award to the Grantee on a cost-reimbursement basis upon receipt and approval of the Grantee's quarterly reports, as required by this Agreement, or at other times agreed to by DCR. DCR is under no obligation to reimburse work performed prior to the commencement or after the expiration of the contracted time of performance. DCR reserves the right to withhold a minimum of 15% of the Grantee's total grant allocation until the final grant report and all services, reports and deliverables are received and approved by DCR. Acceptance of work completed under this Agreement shall be decided at the sole discretion of DCR and shall be final.

The Grantee shall spend the funds according to the specified categories of the Agreement budget set forth in the Attachments A and B. Minor shifts of the funds among categories by the Grantee, not to exceed 10% of any budget line item are permissible. Shifts in funds exceeding 10% of budget line items must be approved

in writing by DCR. Any cost overruns incurred by the Grantee during the time of performance shall be the responsibility of the Grantee. Any unspent funds at the end of the grant will be returned back to DCR.

(4) MATCHING FUNDS: If this Agreement is contingent upon cash and in-kind contributions by the Grantee to the project, the required amount of matching funds will be indicated on the Project Financial Report Form, Attachment B, of these Agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of DCR with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to DCR in the quarterly and final reports described below, both in narrative summary and on Attachment B.

(5) SCOPE OF SERVICE: The Grantee shall provide the services to DCR set forth in the Agreement documents and, specifically, as defined in the Scope of Work (Attachment A) and within the timeframes required herein and in any Attachments hereto. All deliverables shall conform to accepted standards and practices. Recipients are required to report deviations from Scope of Work and request prior approvals for revisions to DCR in writing. The Grantee shall provide DCR with quarterly reports and a final report, in narrative and financial report form, detailing the progress of work set forth in the Agreement documents. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on Attachment B. Each *quarterly report*, due on the 15th of the month following the completion of each quarter, shall contain the following:

- (1) A narrative – Describe the progress in fulfilling the Scope of Work and activities for each deliverable listed in the Milestone Table. Provide both accomplishments and challenges, and a financial narrative with itemized details of expenditures.
- (2) An updated Project Financial Report Form (Attachment B) - On Attachment B, summarize expenses incurred in the columns under "DCR Funds" and Grantee contributions under "Match Funds." This form also serves as the reimbursement request, or invoice, for the Grantee, therefore, only copies with the original authorized signature will be accepted by DCR.
- (3) An updated Milestone Table (Attachment C) – Enter "Actual Completion Date" for specific tasks on the table and provide relevant notes.
- (4) NPS Pollution Tracking Data Form for BMPs (Attachment D) – Enter data for best management practices installed and completed, if applicable.

The *final report*, due within 45 days after the Agreement termination date, shall summarize all major project accomplishments and challenges, as well as expenditures and matching contributions during the period after the project began through the completion of all required work. Photographs taken before, during and after project implementation should be included in the final report. The final reimbursement request must be submitted with the final report and DCR will not reimburse any requests received 45 days after the Agreement termination date.

(6) ASSISTANCE: DCR agrees, upon request of the Grantee, to furnish, or otherwise make available to the Grantee, copies of existing non-proprietary materials in the possession of DCR that are reasonably associated with this project. This includes materials that are necessary to the Grantee for completion of its performance under this agreement.

(7) RECORDS AVAILABILITY: The Grantee agrees to retain all books, financial and programmatic records, supporting documents, statistical records and other documents relative to this Agreement for five years after final payment. DCR, state auditors, the Comptroller General of the United States, and/or any of

their authorized agents shall have full access to, and the right to examine any of, said materials for as long as the records are retained.

(8) CREATION OF INTELLECTUAL PROPERTY: All intellectual property, including Subject Inventions and copyrightable material, created pursuant to this contract shall be considered work made for hire and shall belong exclusively to the Commonwealth of Virginia. Neither party intends any intellectual property created pursuant to this contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this contract cannot be deemed work made for hire or deemed part of a joint work, the Grantee does hereby irrevocably assign its entire interest in such material or work to the Commonwealth of Virginia and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purpose of acknowledging or implementing such assignment. DCR hereby grants the Grantee a license to use the materials, so owned, for public, not-for-profit purpose within the territory of the Commonwealth.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "(c)", the word "Copyright" or the abbreviation "Copr.", (2) the year of first publication, and (3) the name of the copyright owner (the Commonwealth of Virginia). This information shall be followed by the words, "all rights reserved".

(9) DOCUMENTS: The Grantee may retain any reports, studies, photographs, negatives or other documents prepared in the performance of its obligations under this Agreement and not required to be delivered to DCR. DCR shall have certain rights to use any such materials as specified above. Where necessary for DCR's enjoyment of its rights and other rights referenced in this Agreement, the Grantee shall provide a clear, reproducible copy of such materials (machine readable upon request, if readily available to the Grantee in such form) to DCR, at no cost to DCR.

(10) TERMINATION, BREACH AND ENFORCEMENT: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. DCR may terminate this agreement for any reason it deems necessary, including the need to redirect funds to another program. Should DCR decide to terminate this Agreement for convenience, it shall repay the Grantee for its expenses incurred under this Agreement prior to termination.

In the event of breach by the Grantee of this Agreement, DCR shall provide written notice to the Grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Grantee has not substantially corrected the breach within sixty (60) days of receipt of the written notice, DCR shall have the right to terminate the Agreement. The Grantee shall not be paid for services rendered nor expenses incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination as are necessary for curtailment of its work under this Agreement.

For nonpoint source Best Management Practice installations funded through this Agreement, if the Grantee does not comply with Section 13 (Operation and maintenance) of this Agreement, then within ninety (90) days of receipt of written demand from DCR, the Grantee shall repay an amount, calculated on a straight line pro-rated basis, of the DCR funds used for the installation. Enforcement action for BMPs funded through the Virginia Cost-Share Program will be in accordance with the Virginia Cost-Share Program Guidelines. In the event that the Grantee fails to comply with any of the conditions as set forth in this Agreement, including failure to meet the final deadline or noncompliance with the Scope of Work (Attachment A) DCR shall give written notice specifying the failure to comply and shall give the Grantee the time to correct such failure as provided for herein with respect to a breach of this Agreement. If not corrected, then within sixty

(60) days of receipt of written demand from DCR, the Grantee shall pay liquidated damages in the amount of \$1,000 or 15%, whichever is greater, of the total award unless the Grantee asserts a defense afforded it under this Agreement. Repayments and stipulated penalties will be paid into the State Treasury and credited to the appropriate grant fund. The Grantee's right to collect repayments and stipulated penalties does not affect in any way DCR's right to secure specific performance of the Agreement using other legal remedies as may otherwise be available.

(11) **QUALITY ASSURANCE/QUALITY CONTROL PROJECT PLANS:** Within 60 days of the effective date of this Agreement and if required in Attachment A of this Agreement, the Grantee will submit to DCR, for review and approval, a Quality Assurance/Quality Control Project Plan. No water quality monitoring activities shall be initiated until the Quality Assurance/Quality Control Project Plan has been approved by DCR. The Grantee shall implement the approved Quality Assurance/Quality Control Project Plan in performing environmental monitoring activities.

(12) **REPORTING AND TRACKING INFORMATION MANAGEMENT SYSTEMS:** In accepting these funds, the Grantee agrees to the sharing of all deliverables and related information through state and/or federal channels (including Internet use) and, wherever possible, to provide DCR with deliverables in a format that can be made available to the public.

(13) **OPERATION AND MAINTENANCE:** If this project provides for BMPs or other on-the-ground activities, then when applicable, within sixty (60) days of the effective date of this Agreement, the Grantee will submit to DCR, for review and approval, an Operation and Maintenance Plan for BMPs and other on-the-ground implementation aspects of this project. The Grantee will operate and maintain the project, or secure the operation and maintenance of the project through landowner agreements, in a manner consistent with the plan as approved by DCR. (Adherence to Virginia Cost-Share Guidelines and BMP specifications is considered an adequate Operation and Maintenance Plan.)

(14) **CERTIFICATION – CONFLICT OF INTEREST:** The Grantee warrants that it has fully complied, and will continue to comply throughout the term of this Agreement, with the Virginia State and Local Government Conflict of Interests Act, VA CODE § 2.2-3100 et seq.

(15) **ACKNOWLEDGMENTS:** The role of DCR and EPA must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing this project, whether funded in whole or in part. Acknowledgment of financial assistance, with the DCR and EPA Chesapeake Bay Program logos, must be printed on the cover of all reports, studies, web sites, map products or other products supported by this award or any sub-award. The Grantee is responsible for contacting DCR staff in adequate time to obtain the logo in camera-ready or digital form. Prior to production, DCR project management staff must approve the final draft.

The acknowledgment should read:

This project received funding from the Environmental Protection Agency's Chesapeake Bay Program through the Virginia Department of Conservation and Recreation (DCR), via grant number BAY-2009-15-PT.

(16) **SUBCONTRACTS:** No portion of the Scope of Work shall be subcontracted without the prior written consent of DCR. The Grantee shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Agreement. The Grantee shall

comply with all applicable provisions of the Virginia Public Procurement Act , Va. CODE § 2.2-4300 et seq., in making such awards.

(17) APPLICABLE LAWS AND REGULATOR COMPLIANCE: This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. DCR and the Grantee are encouraged to resolve any issues in controversy arising from the award of the grant using Alternative Dispute Resolution (ADR) procedures *Code of Virginia*, § 2.2-4366.

The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

(18) SOVEREIGN IMMUNITY: Nothing in this Agreement shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth of Virginia.

(19) DISCLAIMER: For reports or papers produced for public distribution (including the final product), the following sentence must be added to the end of the above acknowledgement:

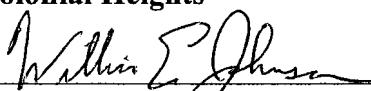
The views expressed herein are those of the author(s) and do not necessarily reflect the views of DCR.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the following duly authorized officials:

Grantee:

City of Colonial Heights

By:



Title:

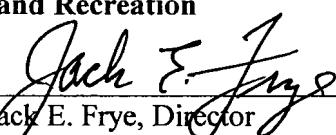
Acting City Manager

Date:

4/12/10

Grantor: Virginia Department of Conservation
and Recreation

By:



Jack E. Frye, Director

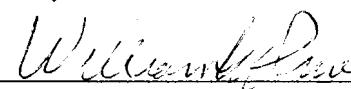
Title:

Division of Soil and Water Conservation

Date:

3/16/10

By:



Acting Director

Title:

Department of Conservation and Recreation

Date:

3-17-10

2010

CHESAPEAKE BAY PRESERVATION ACT

Colonial Heights

Chesapeake Bay Phase III Regulations Evaluation

Background

The City of Colonial Heights is now completing the updating of its entire Zoning Ordinance, which was originally drafted in the late 1960s. The firm of MarshWitt Associates now TMH Associates, was hired through an RFP process to undertake the task. The contract was executed in the fall of 2007 and the final draft document is now under final Planning Commission review, with a April 2010 Public Hearing scheduled.

Staff have recently discussed the proposed time line for implementing the Phase III guidance that would focus on protecting indigenous vegetation, reducing impervious ground cover, and minimizing land disturbance. The recently created check list for Advisory Review of Local Ordinances has also been reviewed. At this time the City is too far along in implementing the existing contract to carry out the detailed review and evaluation, and subsequent additional rewriting of the zoning and other codes necessary to be consistent with the Phase III water quality standards.

The Project

This proposed project would evaluate our new zoning regulations and other related ordinances as to their impact on the Phase III water quality regulations. We would accelerate the time line with the Chesapeake Bay staff of their review of the City's codes to assist us in understanding the issues and code sections that would need to be addressed. Once there is understanding and concurrence we would then specifically develop written ordinance revisions to address these deficiencies.

We would propose to carry this out by hiring the firm of TMH Associates, by adding this new element to their existing contract. In this way work could be carried out immediately and would follow directly on the completion of the existing Zoning Ordinance contract, which will be completed in April of this year.

Personnel Involved

The three main personnel involved would be: (1) George W. Schanzenbacher, AICP, Director of the Department, who will act as project manager. Mr. Schanzenbacher currently is the City's project manager for the zoning ordinance project. He has extensive experience in developing and implementing zoning projects. (2) Hugh Fisher is the City Attorney and currently he has been directly working with Mr. Schanzenbacher on the existing zoning ordinance project. He has extensive local government experience and code expertise. (3)Terrance L. Harrington, AICP of TMH Associates would be the consultant that would be hired by the City to assist in the detailed investigations and primarily develop proposed ordinance amendments. He has provided local planning and zoning services to governments throughout the Commonwealth.

Management of the Project

The City of Colonial Heights is a full service community of approximately 18,000 residents, located approximately 30 minutes south of the City of Richmond. The City government consists of a 7 member City Council with a full time City Manager heading the daily operations. The Department of Planning and Community Development would manage the project. The Department has recently successfully implemented similar projects including the Safe Route to Schools Plan, designing and implementing the plan for the Appomattox River Greenway Trail and the City's current zoning ordinance project. All of these projects included the use of outside consultants to carry out the specific scope of work.

Area to be Served

The project would be to look at all ordinances and codes City wide. The City's boundaries include the Appomattox River and Swift Creek on three sides. Old Town Creek also traverses the City, thus the entire 8 square mile area geography is impacted in some way.

Selecting a contractor for this project

TMH Associates was originally selected by the city to conduct the zoning ordinance rewrite based on a RFP process and City procurement standards. Because the scope of this project is limited and would primarily focus on the new zoning ordinance, now under development, it is seen as a change order to that contract. Mr. Harrington is most familiar with the new ordinance and he would be able to efficiently and effectively rewrite the codes based on the issues identified in the evaluation by Chesapeake Bay staff and the City in their reviews.

Results and deliverables

There are two major work products envisioned. -Task 1 would be an analysis of all existing and proposed codes and ordinances as to the new Phase III regulations. This would culminate in a report of specific codes and or ordinances that would, could or should be amended and or rewritten. This would include the Chesapeake bay staff work, city review and a limited review by the consultant. This information would be reviewed with the City administration, Planning Commission and City Council.

Task 2 would then be the development of specific ordinance provisions that address the findings in task 1 above. A total package of ordinance amendments will be prepared, reviewed and then presented to the Administration, Planning Commission and City Council for adoption. This would be accomplished by the Consultant with city oversight.

Ordinance Development

Once ordinance provisions are drafted and have been reviewed by the various Departments and Agencies, including the Chesapeake Bay staff, they will be presented to the Planning Commission for discussion. Once the Planning Commission has reviewed the drafts, a public hearing process will be initiated to allow Citizen input on the drafts. Once this is completed the Planning Commission will make final recommendations to the City Council.

The City Council will also review the recommendations at a work session(s) and then formally hold public hearing(s) as may be necessary before rendering a final decision.

Proposed Time Line

March 15,2010 - contract in place with selected consultant/approval by DCR

July 15,2010 - Analysis of City Codes and Ordinances completed draft report

September15,2010 - Reviews completed and presented to Commission and City Council

January 15, 2011 - Consultant Code provisions draft completed

February15,2011 - Reviews completed and presentations made to Commission and City Council

March 15, 2011 - Public Hearings held on proposed codes

April 15,2011 - Final decision by Commission and Council

Project Budget

Chesapeake Bay Phase III Regulations evaluation	Total	Grant Amount	*Match Amount
Personnel (list positions and hourly rates)			
Director of Planning @ \$65/hour-20 hours	\$1300		\$1300
City Attorney @ \$78/hour-15 hours	\$1170		\$1170
Contractual Services (list by type)*			
Planning and Zoning Consultant	\$7,000	\$7,000	
Fringe			
Equipment			
Supplies			
Travel (at current IRS rates)			
Other Direct Costs (list)*			
Total Project Costs	\$9,470	\$7,000	\$2,470

Quarterly Reporting dates by the grantee to the DCR Project Manager according to Section 5, Scope of Service, of this agreement are: July 15, October 15, January 15, 2011 and a final report by April 15, 2011. An interim report on April 15, 2010 should be submitted, although a full quarter will have not occurred with the project start date being March 15, 2010. If a funding reimbursement is needed, the report must be provided.

COMMONWEALTH OF VIRGINIA
Department of Conservation and Recreation

Attachment B

Project Financial Report Form
Virginia Chesapeake Bay Implementation Grant
DCR Grant Agreement: BAY-2009-15-PT

Federal ID #

Grantee:

Contact Person:

Mailing Address:

Project Title:

Reporting Period:

Invoice Payable To: same
 Phone #: _____
 Email: _____

Chesapeake Bay Local Assistance Implementation Grant

(fill in for each report)

(beginning date)	(end date)	
____	January - March	2010
____	April - June	2011
____	July - September	
____	October - December	

DCR Funds (Federal)

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	\$ -	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00

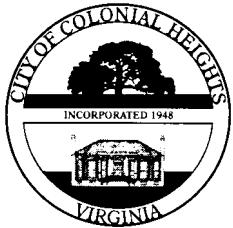
Total Reimbursement Request: \$ _____

MATCH Funds

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	\$ 2,470.00	\$ -	\$ -	\$ 2,470.00
Fringe	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -
Other Direct	\$ -	\$ -	\$ -	\$ -
Indirect	\$ -	\$ -	\$ -	\$ -
*TOTAL	\$ 2,470.00	\$ -	\$ -	\$ 2,470.00

Authorized Signature: _____

Date: _____



CITY OF COLONIAL HEIGHTS

P.O. Box 3401
COLONIAL HEIGHTS, VA 23834-9001
www.colonial-heights.com

FINANCIAL ADMINISTRATION

April 27, 2010

TO William E. Johnson
Acting City Manager

FROM: Kathy Sparks ~~KS~~
Deputy Director of Finance

SUBJ: Capital Projects

As in the past the current Capital Improvement Projects have been reviewed to finalize funding of completed project for the year-end financial reporting period. The following information and recommendations are given:

1. Senior Citizens/Youth Center Project currently reflects a deficit balance of \$19,349 due to final construction change orders. These included modifications to heaters, front concrete apron and an automatic door opener.
2. Library Renovation project has a surplus of \$629 that needs to be closed out.
3. Violet Bank Museum project has a surplus of \$646 that needs to be closed out.
4. Longhorn Drive Drainage project currently reflects a deficit balance of \$8,583. This project at 7/01/2009 had a carryover deficit of \$6,614.

**CITY OF COLONIAL HEIGHTS
CAPITAL PROJECTS FUND
Summary of Capital Projects
Month Ending March 31, 2010**

Capital Project	Appropriation Revised	Encumbrances & Contract Commitments	Expenditures Year To Date	Uncommitted Capital Project Funds
<u>General Government:</u>				
Mayors Beautification	\$45,487			45,487
Courts Building - Needs Assessment	448,512	11,196	9,233	428,083
Library Renovation	629			629
Boulevard Redevelopment	44,933		15,696	29,237
<u>Recreational Facilities:</u>				
Facilities Master Plan	57,238			57,238
Violet Bank Museum	646			646
Appomattox River Greenway	85,817	35,167	95,153	(44,503)
Senior Citizens/Youth Center	(80)		19,269	(19,349)
<u>Educational Facilities:</u>				
Transfer for School CIP Program	844,397		204,336	640,061
<u>Streets & Bridges:</u>				
Safe Routes to School	322,548		17,600	304,948
Redevelopment Projects	37,377	12,648		24,729
Highway Construction - Local Share	12,561			12,561
Bruce Avenue Drainage A&E	1,395,411	101,199	952,126	342,086
Longhorn Drive Drainage	(6,614)		1,969	(8,583)
Boulevard Widening	7,105			7,105
Boulevard Enhancement Project	275,000	17,042	16	257,942
Signal Coord Temple/Sherwood	298,864		6,995	291,869
Dupuy Blvd Intersection Project	5,362,055	919,182	458,791	3,984,082
Total Capital Project Fund	\$9,231,886	\$1,096,434	\$1,781,184	\$6,354,268

AN ORDINANCE NO. 10-FIN-14

To amend the General Fund Budget for the fiscal year beginning July 1, 2009, and ending June 30, 2010, to appropriate \$9,000, consisting of \$2,000 in donated funds to Parks and Recreation for the purchase of baseball/softball fence guards and for replacement of the batting cage net at Shepherd Stadium; and \$7,000 in grant funds for the evaluation of the new Chesapeake Bay regulations along with other related ordinances and their impact on the Phase III water quality regulations.

And to amend the Capital Projects Fund Budget to appropriate \$35,000 for the City's share of matching funding for the Appomattox River Trail system; transfer residue amounts from completed projects, Library \$629 and Violet Bank \$646, to the Senior Citizen/Youth Center; and transfer \$26,657 from the Mayor's Beautification project to the Longhorn Drive and Senior Citizen/Youth Center Projects.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Sections 1, 2 and 3 of Ordinance No. 09-FIN-4, the General Fund Budget, be, and are hereby amended and reordained as follows:

1. That the budget designated the General Fund Budget for the fiscal year beginning July 1, 2009, and ending June 30, 2010, is hereby adopted; and that, subject to transfers by resolution pursuant to § 6.15 of the City Charter, funds hereby appropriated shall be used for the following purposes:

Legislative (City Council)	\$ 148,167
Administrative (City Manager)	310,589
Legal (City Attorney)	207,578
Tax Collections & Assessments	619,076
Finance	5,873,655
Information Technologies	207,867
Board of Elections	130,159
Judicial	4,307,533
Public Safety	7,815,551
Public Works	3,240,162
Health and Social Services	717,750
Parks and Recreation	1,430,980 1,432,980
Cultural Enrichment	92,257
Library	613,213
Community Development	542,204 549,204
Grant Programs	528,483
Nondepartmental	433,817
Debt Service	11,269,365
Operating Transfers Out	19,037,766

2. That the sum of \$ 57,526,172 57,535,172 is appropriated for the fiscal year beginning July 1, 2009.

3. That the foregoing appropriation is based upon the following revenue estimates for the fiscal year beginning July 1, 2009:

General Property Taxes	\$ 21,216,669	
Other Local Taxes	14,403,852	
Licenses, Permits & Fees	3,409,794	
Fines and Forfeitures	556,500	
Use of Money & Property	427,000	
Intergovernmental Revenues	6,312,620	6,319,620
Charges for Current Services	1,138,401	
Miscellaneous	9,337,932	9,339,932
Reserve – Fire/EMS Donations	1,350	
Restricted Fund Balance Fire/EMS	5,000	
Restricted Fund Balance –		
Civic Organizations	450	
Restricted Fund Balance –		
Police Assets	18,929	
Restricted Fund Balance – Streets	132,000	
Fund Balance	305,505	
Restricted Fund CDBG	41,411	
Restricted Fund – Commonwealth Attorney	18,875	
Restricted Fund – Police Asset Forfeit	3,884	
Restricted Fund – Street Maintenance	196,000	
TOTAL	\$ 57,526,172	57,535,172

2. That Sections 2 and 3 of Ordinance No. 06-FIN-4, the Capital Projects Fund Budget, be, and are hereby amended and reordained as follows:

2. That there shall be appropriated from the resources and revenues available to the City of Colonial Heights (City) in its Capital Projects Fund, until such appropriations are amended by the City Council or the subject projects are completed or abandoned, the following sums for the purposes stated:

GENERAL GOVERNMENT

Senior Citizen/Youth Center Addition	682,007	701,356
Beautification Committee/Tourism		
Jamestown 2007	89,122	62,465
Courts Building Renovation/A & E	481,610	
Library Renovation/Addition/A & E	1,349,716	1,349,087
Emergency Shelter—Power Modification	70,722	
Boulevard Redevelopment	333,927	
Fire Apparatus	205,926	
SUBTOTAL		\$ 3,213,030
		3,205,093

RECREATIONAL FACILITIES

Vocational School Sports Complex	9,246	
Shepherd Stadium	70,000	
Violet Bank Museum	63,759	63,113
Facilities Masterplan/Improvements	205,000	
Appomattox River Greenway	216,352	251,352
SUBTOTAL		\$ 564,357
		598,711

EDUCATIONAL FACILITIES

Asbestos Abatement/

Renovation High School	\$ 95,575
SUBTOTAL	\$ 95,575

STREETS AND BRIDGES

Highway Construction Fund (Local Share)	12,561
Access Road—Transfer Station	100,000
Conduit Road Drainage Improvements	863
Bruce Avenue Drainage	2,740,671
I-95 Northbound Ramp—Temple Avenue	563,000
Lynchburg Avenue Reconstruction	162,305
Longhorn Drive Drainage	182,719 191,302
Boulevard Widening—North End	670,825
Boulevard Enhancement Project	275,000
Lafayette Avenue Paving	68,500
Yacht Basin Drive Storm Sewer	14,235
Lexington Drive Storm Sewer	33,172
Dupuy Boulevard Intersection	5,376,898
Signal Coordination –	
Temple/Sherwood	331,000
Safe Routes to School	322,548
SUBTOTAL	\$ 10,854,297
	10,862,880

UTILITY IMPROVEMENTS

Sanitary Sewer Rehabilitation	\$ 319,926
Waterline Rehabilitation	84,061
Utility System Line Testing	108,417
SUBTOTAL	\$ 512,404

TRANSFERS

Transfer to School CIP Program	\$ 7,500,000
SUBTOTAL	\$ 7,500,000
 TOTAL	 \$22,739,663
	\$22,774,663

3. That the foregoing appropriations are to be made from resources and revenues available for these projects, and anticipated as follows:

TRANSFERS

Transfer from General Fund	\$ 2,614,257 2,649,257
Transfer from Recreation Activity Fund	1,700
 SUBTOTAL	 \$ 2,615,957
	2,650,957

MISCELLANEOUS

Restricted Fund Balance – Fire Apparatus	\$ 141,585
Grants	\$ 401,503
Donations	<u>17,860</u>
 SUBTOTAL	\$ 560,948

REVENUES

Intergovernmental	5,305,446
Future Bond Issues:	
General Fund	7,500,000
Schools	<u>2,500,000</u>
 SUBTOTAL	\$ 15,305,446

CONTINUING APPROPRIATED PROJECTS

General Fund	\$ 3,696,927
Water and Sewer Fund	<u>560,385</u>
 SUBTOTAL	\$ 4,257,312
 TOTAL	<u>\$22,739,663</u> 22,774,663

3. That this ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Attest: _____ Mayor _____

City Clerk _____

I certify that the above ordinance was:

Adopted on its first reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____

The Honorable Diane H. Yates, Councilwoman: _____

The Honorable C. Scott Davis, Mayor: _____

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Brady, III
City Attorney

AN ORDINANCE NO. 10-15

To grant a special use permit to John and Patsy Crowder for a 3.67 acre parcel of property located west of Sadler Avenue, which property is presently zoned R-4 Apartment and Multiple-Family Dwelling District, is part of lot 24, A.B. Cook Farm, and has parcel identification number 1600010025A, to allow for the property to be used for a single-family home with no direct access to a public street.

WHEREAS, the Planning Commission at its meeting on March 2, 2010, held a public hearing on the issuance of a special use permit to John and Patsy Crowder for a 3.67 acre parcel of property presently zoned R-4 Apartment and Multiple-Family Dwelling District, to allow the property to be used for a single-family home with no direct access to a public street, as depicted on the attached plat prepared by Timmons Group and revised on November 13, 2009 (the "Plat"); and

WHEREAS, after due consideration, the Planning Commission recommended that City Council approve this ordinance and the special use permit; and

WHEREAS, pursuant to §17.11-1 of the Colonial Heights City Charter and Va. Code §15.2-2204, City Council advertised a public hearing in *The Progress-Index* and held a public hearing at its Regular Meeting on April 13, 2010, to receive citizen comment on the issuance of a special use permit; and

WHEREAS, upon recommendation of the Planning Commission, the determination of City Council is that the public necessity, convenience, general welfare and good zoning practice require that this special use permit be granted; NOW, THEREFORE,

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Council finds, after investigation by the Colonial Heights' Planning Commission, that issuance of a special use permit to John and Patsy Crowder, for property located west of Sadler Avenue, will not be detrimental to the safety, health, morals and general welfare of the community involved; will conform to the principles of good planning; will not tend to create congestion in streets, roads, alleys and other public ways and places in the area involved; will not create hazards from fire, panic or other dangers; will not tend to overcrowding of land and cause an undue concentration of population; will not adversely affect or interfere with public or private schools, parks, Ordinance No. 10-15

playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements; and will not interfere with adequate light and air.

2. That John and Patsy Crowder be and are hereby granted a special use permit for a 3.67 parcel of property located west of Sadler Avenue that is part of lot 24, A.B. Cook Farm, and has parcel identification number 1600010025A, to allow the property to be used for a single-family home with no direct access to a public street, as depicted on the Plat; which Plat is hereby attached to and made a part of this Ordinance.

3. That this permit also shall be subject to review and revocation by Council, at Council's discretion, in the same manner and under the same conditions as required by law for the granting of such permits.

4. That this ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on April 13, 2010.
Ayes: 7. Nays: 0. Absent: 0. Abstain: 0.

The Honorable Milton E. Freeland, Jr., Councilman: Aye
The Honorable Kenneth B. Frenier, Councilman: Aye
The Honorable W. Joe Green, Jr., Councilman: Aye
The Honorable Elizabeth G. Luck, Vice Mayor: Aye
The Honorable John T. Wood, Councilman: Aye
The Honorable Diane H. Yates, Councilwoman: Aye
The Honorable C. Scott Davis, Mayor: Aye

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

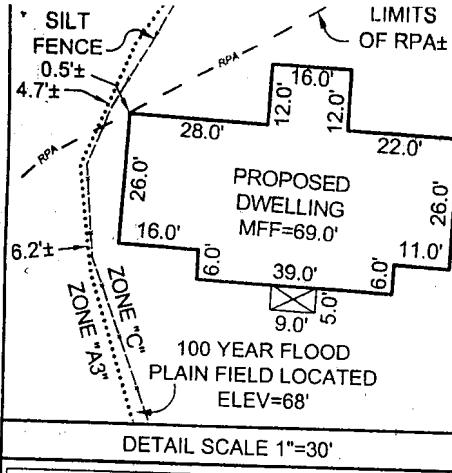
The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

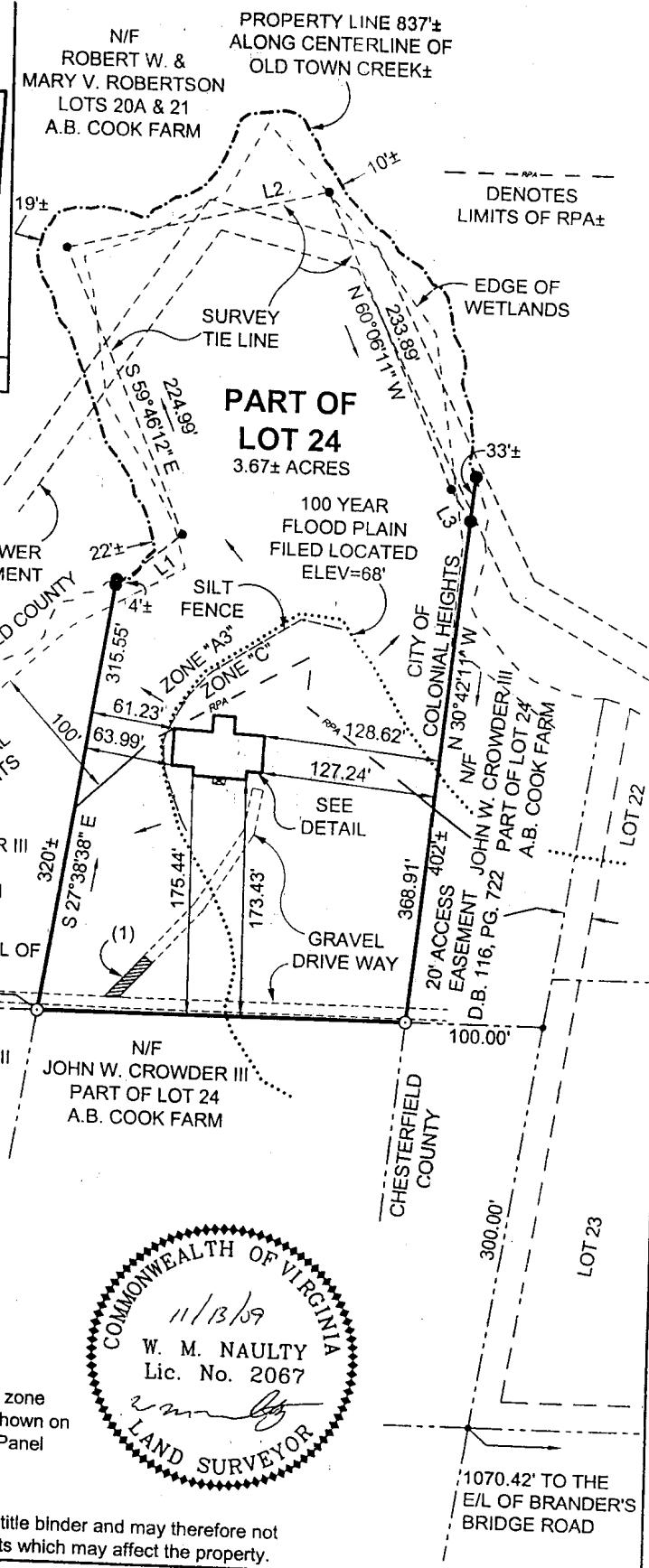
City Clerk

Approved as to form:

Hugh P. Drake, III
City Attorney



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 14°12'45" W	62.09'
L2	S 39°31'47" W	196.05'
L3	N 68°56'09" W	27.07'



(1)
TEMPORARY
CONSTRUCTION
ENTRANCE

SCALE 1"=100'

PLAT SHOWING A
PROPOSED DWELLING ON

PART OF 24

A.B. COOK FARM
COLONIAL HEIGHTS, VIRGINIA

Based on graphic determination this property is in zone "A3&C" of the Hud defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel #510039 0002 B dated 9/2/81.

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

THIS DRAWING PREPARED AT THE
TRI-CITIES OFFICE

4260 Crossings Blvd | Prince George, VA 23875
TEL 804.541.6500 FAX 804.751.0798 www.timmmons.com

YOUR VISION ACHIEVED THROUGH OURS.

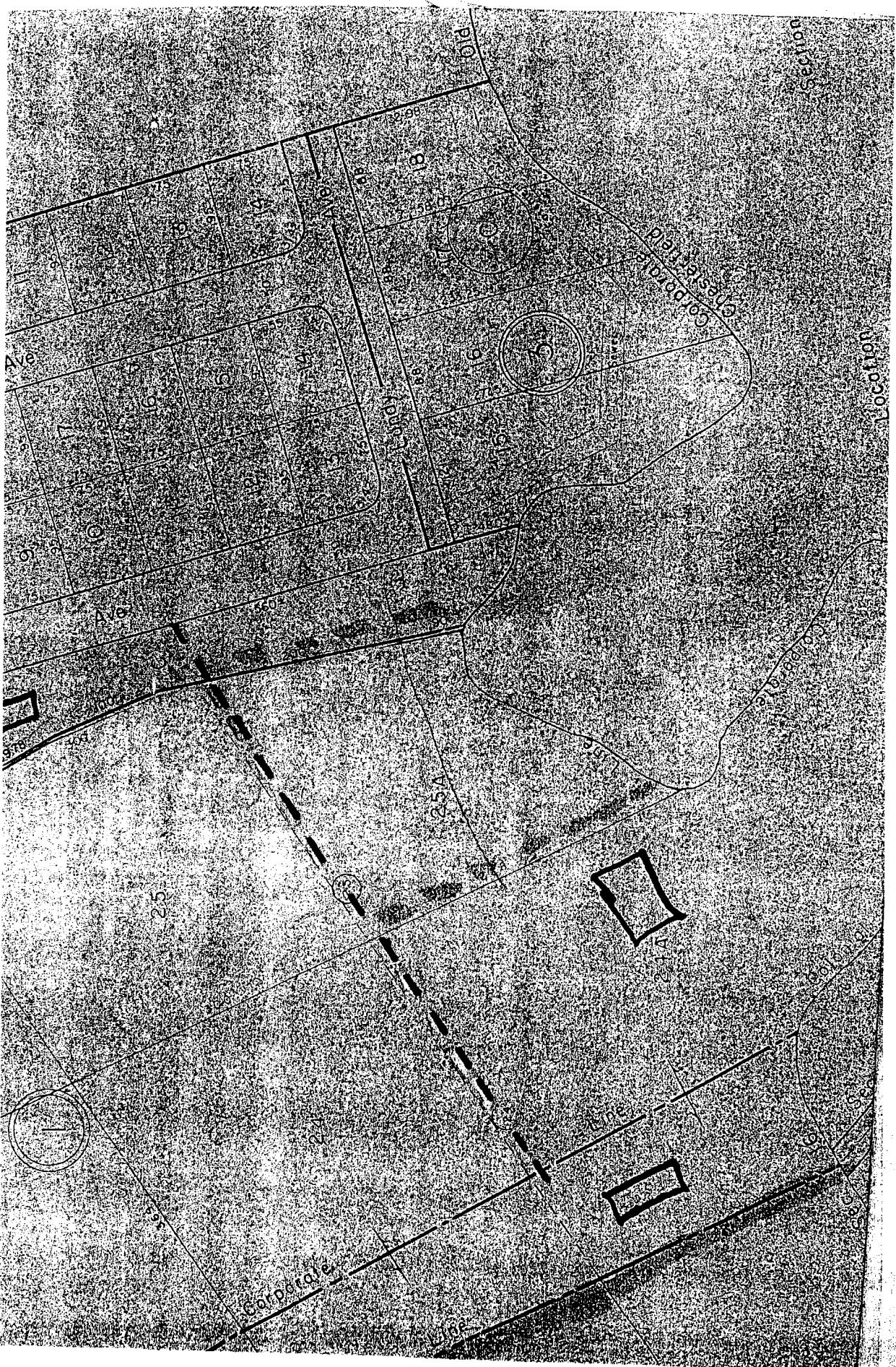
DATE: OCTOBER 5, 2009 SCALE: AS SHOWN

REV: NOVEMBER 13, 2009 J.N.: 27540-903

DRAWN BY: JNL CHECK BY: WMN

Site Development Residential Infrastructure Technology

TIMMONS GROUP



AN ORDINANCE NO. 10-15
(As Amended)

To grant a special use permit to John and Patsy Crowder for a 3.67 acre parcel of property located west of Sadler Avenue, which property is presently zoned R-4 Apartment and Multiple-Family Dwelling District, is part of lot 24, A.B. Cook Farm, and has parcel identification number 1600010025A, to allow for the property to be used for a single-family home with no direct access to a public street.

WHEREAS, the Planning Commission at its meeting on March 2, 2010, held a public hearing on the issuance of a special use permit to John and Patsy Crowder for a 3.67 acre parcel of property presently zoned R-4 Apartment and Multiple-Family Dwelling District, to allow the property to be used for a single-family home with no direct access to a public street, as depicted on the attached plat prepared by Timmons Group and revised on November 13, 2009 (the "Plat"); and

WHEREAS, after due consideration, the Planning Commission recommended that City Council approve this ordinance and the special use permit; and

WHEREAS, pursuant to §17.11-1 of the Colonial Heights City Charter and Va. Code §15.2-2204, City Council advertised a public hearing in *The Progress-Index* and held a public hearing at its Regular Meeting on April 13, 2010, to receive citizen comment on the issuance of a special use permit; and

WHEREAS, upon recommendation of the Planning Commission, the determination of City Council is that the public necessity, convenience, general welfare and good zoning practice require that this special use permit be granted; NOW, THEREFORE,

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Council finds, after investigation by the Colonial Heights' Planning Commission, that issuance of a special use permit to John and Patsy Crowder, for property located west of Sadler Avenue, will not be detrimental to the safety, health, morals and general welfare of the community involved; will conform to the principles of good planning; will not tend to create congestion in streets, roads, alleys and other public ways and places in the area involved; will not create hazards from fire, panic or other dangers; will not tend to overcrowding of land and cause an undue concentration of population; will not adversely affect or interfere with public or private schools, parks, Ordinance No. 10-15

playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements; and will not interfere with adequate light and air.

2. That John and Patsy Crowder be and are hereby granted a special use permit for a 3.67 parcel of property located west of Sadler Avenue that is part of lot 24, A.B. Cook Farm, and has parcel identification number 1600010025A, to allow the property to be used for a single-family home with no direct access to a public street, as depicted on the Plat; which Plat is hereby attached to and made a part of this Ordinance.

3. That this permit also shall be subject to review and revocation by Council, at Council's discretion, in the same manner and under the same conditions as required by law for the granting of such permits.

4. That Council grants this special use permit without regard to whether another single-family home already exists on Lot 24, A.B. Cook Farm; and the effectiveness and validity of this special use permit shall not be impacted by the existence, if any, of another single family home on Lot 24.

5. That this ordinance shall be in full force and effect upon its passage on second reading.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

Adopted on its second reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable Milton E. Freeland, Jr., Councilman: _____.

The Honorable Kenneth B. Frenier, Councilman: _____.

The Honorable W. Joe Green, Jr., Councilman: _____.

The Honorable Elizabeth G. Luck, Vice Mayor: _____.

The Honorable John T. Wood, Councilman: _____.

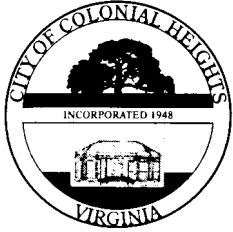
The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:

Hugh P. Draper, III
City Attorney



CITY OF COLONIAL HEIGHTS
P.O. Box 3401
COLONIAL HEIGHTS, VA 23834-9001
www.colonial-heights.com

Department of Planning and Community Development

MEMORANDUM

To: Honorable Mayor and Members of City Council
Mr. William E. Johnson., Acting City Manager

From: George W. Schanzenbacher, Director *GW*

Date: May 5, 2010

RECEIVED

MAY 06 2010

CITY CLERK'S OFFICE

Subject: Planning Commission Actions at May4, 2010 meeting

At the May 4, 2010 meeting of the Commission the following actions were taken:

1. Approved minutes of the February 2010 meeting, as revised, (enclosed) and the April 2010 meeting (enclosed).
2. Held a public hearing on the proposed zoning ordinance and map- Two citizens spoke at the hearing.
3. Held a public hearing on a special use permit request at 1210, 1212 and 1214 Boulevard. Due to an inconsistency in the hearing notice this will be readvertised and another hearing held at the June 2010 meeting.
4. Presented a Resolution of Appreciation to Michael Magnusson on his retirement from the Planning Commission.

building, so we are recommending a 10-foot rear yard setback. He then stated there were changes on erodible soils and personal services including massage clinics. Under the district regulations there was quiet a bit of discussion on low density residential and how to clarify the intent of that to allow new development, as well as existing lots of record. We have done some additional work as the intent of the district and also have changed some of the standards to specifically allow pre 1968 construction. There was some question concerning duplexes and townhouses in the R-L District. To clarify that, we only allow single-family detached homes in the R-L District. We have changed the standards on the Medium Density Residential. This district consolidates duplexes and townhouses.

We had a discussion on architectural controls and what we have concluded from that discussion is it would take some additional time to really deal with the architectural controls, and whether there could be some kind of over all architectural theme or styles. Staff is doing research on alternative approaches and what other communities do to try to deal with this issue. We will be coming back to the Commission with that probably mid-year, once we get through with this initial draft. Mr. Johnson asked if we could have some wording in here that would kind of leave it open, so that would be still under review. Mr. Schanzenbacher stated it would actually be something that we would add back in later on. He doesn't think there is anything that we would want to do right now without taking a full look at the issue. He then stated he knows there are some things that we could do, but it is just a matter of getting some clarity and some discussion with the whole Commission once we have alternatives laid out.

At the January meeting we had a discussion on the Boulevard Overlay District and there were a number of changes we have agreed to, including changing name of the City Engineer to the Department of Public Works, including VDOT sidewalks to be a minimum of 5-feet width, including Access management standards in all subareas, street lighting to eliminate the 60-foot spacing, as per ordinance allowing the standard to be up to the City Engineer to establish that standard, and changing the parking standard to allow more green space in the front yards. What we haven't accomplished yet is having our horticulturalist review all the list of plant materials.

We have changed the sight lighting standard in the PUD District to make it reference to Public Works' City lighting policy and eliminating specific standards. We established a minimum setback for building construction from the 100- year flood plain boundary to 10-feet and we did the same thing for the Wetland District. We changed the wetland definition to refer back to the US Army Corp of Engineers' definition. We did not need to change the definition of the RMA, because we checked that out against the State standard.

He then stated a couple of weeks ago we discussed accessory apartments, after feed back from the City Manager, based on the Council retreat. ~~we decided to move the accessory apartments to~~ They would be permitted ~~allow them~~, by right, in the Low Density Residential District, limiting use to family members with ~~and~~ no separate entrances. ~~or~~ A separate kitchen would also ~~to~~ be allowed. We consolidated some of the home occupations standards, as they appeared to be the same. We removed outdoor gatherings as a permitted land use. Those are regulated elsewhere in the City Code and they don't need to be in the Zoning Ordinance. Under site plan review, we have included the Planning Commission back in the preliminary site plan review, but we still do not have a language from

**CITY OF COLONIAL HEIGHTS
REGULAR PLANNING COMMISSION MEETING
APRIL 6, 2010**

CALL TO ORDER

The regular meeting of the Colonial Heights planning commission was called to order by Vice-Chairman Lewis Johnson Jr., Mrs. Mary Ann Hamilton, Mr. Michael A. Magnusson, Mr. James L. O'Connell, Mr. Charles Townes, and Mr. William E. Johnson Acting City Manager were present. Also in attendance were Mr. Harold Caples, Assistant Public Works Director; Mr. Hugh P. Fisher III, City Attorney and Mr. George W. Schanzenbacher, Director of Planning and Community Development. Mr. Steven P. Thomas, Neighborhood Revitalization Planner served as scribe. A quorum was determined for the conducting of business.

APPROVAL OF MINUTES OF MARCH 2, 2010

The minutes were approved on a 5 to 0 roll call

APPROVAL OF AGENDA

There were no changes to the agenda.

No public hearings for April meeting

HEARING OF CITIZENS GENERALLY

No one spoke.

OLD BUSINESS

Mr., Schanzenbacher reviewed several items that had been added to the draft ordinance over the last couple of months as follows:

p.21 Flag shaped lots have a minimum width of 28 feet. No concerns about change.

p.51 Adding minimum floor area requirements to single family zoning district of 1,100 square feet. In current zoning code there are two classifications that have minimum square feet requirements. Using the larger requirement from the R-1 district, Based on homes approved in the last three years, none of the approved plans were below 1,100 square feet. This is added to the low density residential district and consistent with current standards.

p. 62 Remove special exception permit requirements from text in the commercially zoned area along the Boulevard, where these are permitted uses in the current zoning. This would create an unnecessary additional step in the development process for businesses like automobile dealerships, construction sales and services, and gas stations.

p. 135-136 High Density Residential District - Access standard for apartments included. This is a requirement in the current code that apartments need to be accessible from a minor or major arterial street rather than just a local street, if there are more than a certain number of dwelling units per acre. Currently this is in the code and is a good standard to continue over in the new code.

p.136 Typo in third word “mean,” not man

p.173 Standard for HVAC equipment located in commercial or industrial districts to be screened on all sides by an opaque enclosure, including on the roof .

p.196 Electronic Automatic Message boards – limit the flashing and scrolling. These are National Sign Flashing standards.

p. 213 Permit to put a fence up added back. Mr. Johnson asked if this applies to dog kennel fencing. Do other localities require fence permitting?

Mr. Schanzenbacher replied that the city has required fence permitting for at least 20 years. This would not apply to a kennel.

Mr. Schanzenbacher suggested skipping the site plan portion until later in the meeting.

p. 4 Landscaping trees in current ordinance, work well. City horticulturist could not offer better suggestions than those provided in the current ordinance.

p. 5 Trees along property lines were added back into landscaping section.

Site plan section revisions, especially final site plan review comments from Public Works, were included to codify where other City codes and ordinances relate to each other. Provisions were added to notify adjacent property owners, and clarified site plan review. A 45 day window for traffic review completion was also included.

Mr. Townes raised a question about site plan pre-conferences, informal meetings about site planning to get everyone on the same page. Do not have to present drawings or site plans at pre-application meeting. Time period for review does not start until actual submission of preliminary site plan and payment of fee.

Mr. Townes asked if a full detailed set of plans be submitted, even without a pre-construction conference.

Mr. Caples responded that having a project submit more information than is required seems unnecessary.

Proposed Inspection and Planning fees were then discussed:

A discussion ensued around a policy question of whether engineering inspection fees should be paid through real estate taxes, or whether the bulk of the cost should be put into the upfront costs to the developer and passed along in the price of the sold property as an Enterprise type fee. The intent is to lessen the burden on the residential rate.

The proposed inspection fee is only for inspections that have to do with city right of way or if there were road or water line extensions that would be city maintained. The point was clarified to include water lines in the street, also between lots, water and storm sewer lines whether in the streets or not. This fee would be inclusive of paved ditches or anything else that falls in the right of way. In a subdivision this could include up to 100% of horizontal construction.

There was some discussion about the potential scope of such charges. How much time are we talking about; a day, a month, or longer? Staff indicated that this could be weeks or even months. Several Commission members did not approve of this type of fee and felt that a per hour charge for a service that is already being provided seemed excessive. It was indicated by staff that the cost has to be absorbed at some point, and that somebody pays for it along the line. The staff recommendation was to include this fee to cover engineering overhead, and improve the quality of work being done to prevent repairs later. It was asked whether there is or would be a marked improvement in quality and can it be tracked over time? The City fees have never been on the super high side, but somewhere in the middle. Since this is the time that we are redoing the code section this should be evaluated. Is there a precedent for inspection fees like this? VDOT uses a similar approach. Should such an inspection be an hourly rate? Should there be a pro-rata fee for inspections, or would a flat fee be more appropriate. Is there a middle ground between no fee and staff recommendations?

Mr. William Johnson Acting City Manager noted that this is the time that we are seeing what the policy is and what the recommendations are. In any of the upcoming budgets no additional revenue is being anticipated, for these types of things, so this is a moot point that we are not expecting this to pass through. This is like any other process where a code section is being rewritten in this much detail this is the ideal time to take a look at the fee structure. That is what the city policy has been in the past and we are just looking for recommendations.

Mr. Lewis Johnson noted, with that being said are we looking at the fee structure as being part of the zoning code, or should it be a policy statement on fees? It may change over time. The commission does not know what is fair or not fair. The Commission would like additional research on fees for a comparison. How much do the inspectors make an hour? One scenario at \$30 an hour could be \$1,200 a week for 26 weeks that would be about \$30,000 owed to the city. Staff indicated that in most cases the inspectors would not be on the site constantly unless there was a specific activity that called for it. Not full time inspection services, the inspector may be only on the job an hour a day. If there is a need he will be there as long as he needs to.

Other fees:

Why is there is wetland permit fee, if we can't have development in wetlands. It is in the existing code. We haven't had wetlands permit issued in the last five years.

Mr. Johnson asked if the staff were looking for a commission recommendation on the rest of the fees. I have a plan of development that I want to bring, \$300 for application, but it is a non-conforming and above the plan of development fee. If the commission doesn't approve it then, it could be resubmitted to the board of zoning appeals, and then it costs another \$350 without even having a guaranteed project. I have \$1,200 invested not counting the cost of the architect. The fees are also subject to change.

If I want an opinion on how to read the code then I could be charged \$25 for your opinion. If I have to write a formal zoning opinion letter, usually this is for banks and financial institutions.

Why is temporary sign listed twice? One is a one time 45 day permit the other is a yearly permit allows you to put up a temporary sign for a period of time then you have to take it down for a period before you can put it back up.

A motion was made to adopt the inspection fee, it was seconded

Mr. Magnusson	Yes
Mr. Townes	No- Totally against it
Mr. Johnson	No
Mr. O'Connell	No
Mrs. Hamilton	Yes

A vote was taken for the inclusion of the staff recommended fees with the inspection fee taken out. The rest of the fees stand as recommended.

Roll call vote motion passed 5-0

A summary of fees in other communities was presented as a comparison. An inspection fee was not surveyed across the other jurisdictions.

Discussion on the Maps:

The Historic District maps legend needs to be made consistent with other historic records. Mr. O'Connell suggested the Brick House Historic District be changed to Conjurers Field Archeological District. This is on the Historic Register. Site 2 needs to be changed to "Archeological site prehistoric village 6,000 BC. Site I needs to be changed to Confederate Battery Conjurer's Neck Historic Site.

Staff reviewed the various site plan provisions and standards, responding to Commission questions on the various items. Staff noted that not all the administrative details were in the code, but could be dealt with administratively.

Mrs. Hamilton asked about the process/ procedure being inline with other jurisdictions requirements?

Mr. Townes notes that they were not relevant in all cases.

Other specific site plan review questions included;

Landscaping strip required on property lines adjacent to 5 ft or 8ft? Is this referring to the property lines? – 8ft for property bordering on rights of way, or 5ft for other property lines, text needs to have inserted “right of way bordering on roads.”

Front yard parking memo:

Mr. Schanzenbacher reported that at the last meeting Mrs. Hamilton raised a concern about front yard parking. We did some research on whether we could write an ordinance requirement that might help to alleviate this problem. We conducted a survey in the southern portion of the City to find out how many vehicles were actually being parked in the front yards. We did identify some cars parked in the front yards, but there were a lot of others, issues related to the use of the right of way or lack curb and gutter. There were also curb cuts with out parking areas. The survey was not conclusive. The City attorney indicates that there is an open question as to the authority on this issue. There was not a severity of offense. Perhaps, a neighborhood level initiative could make a difference? Chesterfield County had done some work on an ordinance but decided not to proceed. Staff brought it back to their planning commission with concerns about being able to enforce it.

Other items:

Mrs. Hamilton wished to discuss accessory apartments in single family zoned areas and the limits on only allowing family members. It was noted that it would be limited to family members with no outside entrance.

Mrs. Hamilton felt that family members only should include “immediate”. She thinks that the whole thing is a bad idea. Should it be amended to “immediate family”? Can immediate be defined as nuclear or will there be 15 cousins counted? Staff raised question about, are we going to run into fair housing issues by discriminating on family status? There could be problems when there are redefinitions of family out side of the general definition although there may be some discretion on the accessory apartment issue. Only one accessory apartment can be allowed per lot and the owner must live in the property and only the owner’s family may reside in the accessory apartment. The commission would like to add “immediate” to reflect this and prior discussions. Mr. Fisher indicated there is no definition of immediate. It can be put in and we will deal with it in the future if there are issues.

After some general discussion, the commission agreed to hold a public hearing on the draft and send public notice. A motion was made and passed approving sending ordinance to public with a 5 to 0 roll call vote.

REPORTS

Chairman: No Report

Committees:

Land use: No report

Subdivision: No Report

Zoning: No Report

City Manager: No Report

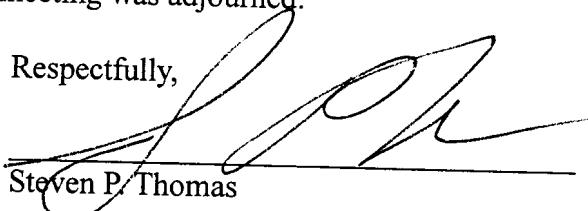
Assistant Director of Public works: No Report

Director of Planning and Community Development: No Report

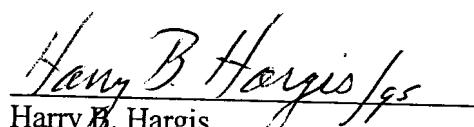
ADJOURNEMENT

There being no further business the meeting was adjourned.

Respectfully,


Steven P. Thomas

APPROVAL


Harry B. Hargis
Chairman