

A RESOLUTION NO. 09-55

Recognizing Sean E. Gleason for outstanding service to the City of Colonial Heights.

WHEREAS, Sean E. Gleason began his career with the City of Colonial Heights on January 1, 1986 as the Director of Recreation and Parks; and

WHEREAS, during his tenure with the City of Colonial Heights, Sean served on various boards, commissions, and committees, including but not limited to, Virginia Recreation and Parks Society (President-2006), Crater Area Disabilities Services Board, Jamestown 2007 Planning Committee (Chairman), Historical Commission, Youth Services Commission, Senior Citizens Advisory Committee, Colonial Heights Athletic Enhancement Committee, and the Mayor's Beautification Committee; and

WHEREAS, Sean has served as the Chairman of the Fort Clifton Arts, Music, and Crafts Festival for over a decade while also serving as the Chairman of the Boy's Invitational Baseball Tournament for 10 years; and

WHEREAS, during his 24 years of service, Sean has secured numerous grants for items such as Boulevard Beautification - Civic Signs and Lighting, creation of the Legacy Garden, Civil War Trail Campaign signs, and the Wakefield Playground; and

WHEREAS, Sean was instrumental in the development of Lakeview Park, Edinborough Park, Floral Hill Park, Colonial Heights Skateboard Park, Colonial Heights Soccer Fields, Colonial Heights Teen Center, and the conversion of the infield at Shepherd Stadium to grass; and

WHEREAS, Sean was awarded the title of Distinguished Governor for 1998-1999 by Capitol Virginia Optimist for his leadership and commitment to community service; and

WHEREAS, as Sean prepares to retire from City employment on January 1, 2010, Council finds this an appropriate time to recognize him for his service and commitment to the citizens of Colonial Heights; NOW, THEREFORE,

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

1. That Council hereby expresses, on behalf of the City, its gratitude to Sean E. Gleason for his valuable service, commitment, and devotion to the well-being

of the City of Colonial Heights and its citizens, and extends to him best wishes as he enjoys his retirement.

2. That, in attestation of the high regard in which Sean E. Gleason is held by this Council, this resolution is hereby read into the minutes of this meeting and the permanent record of the City of Colonial Heights, this 8th day of December, 2009; and the members of Council unanimously affix their signatures.

\s\ C. Scott Davis
Mayor

\s\ Milton E. Freeland, Jr.

Councilman

\s\ W. Joe Green, Jr.
Councilman

\s\ John T. Wood
Councilman

\s\ Kenneth B. Frenier
Councilman

\s\ Elizabeth G. Luck
Vice Mayor

\s\ Diane H. Yates
Councilwoman

Approved:

Mayor

Attest:

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: _____.

Approved as to form:

City Clerk

Hugh P. Jenkins III
City Attorney

NOVEMBER 2009 EMPLOYEE OF THE MONTH



NAME: Garnetta Sue Poe

POSITION: School Crossing Guard

EMPLOYMENT

HISTORY: Mrs. Poe was hired in August, 1970 as a School Crossing Guard.

NARRATIVE: Mrs. Poe is now in her 40th season serving the City as a School Crossing Guard. Mrs. Poe was originally hired by Chief Robert Ellison because she had been so actively involved supporting the Police Auxiliary. Her husband, Skippy Poe, was a Captain the Police Auxiliary and we are told she took good care of the Auxiliary Members in those days. We also understand that during her first year as a Crossing Guard, she did not even have a uniform. For all of these years, she has been a positive influence on our youth. She has protected their safety with a smile and an upbeat attitude. During her life, she raised a son and a daughter, was a den mother for cub scouts, a brownie leader and a room mother to name just a few of her family and community involvements. Generations of Colonial Heights residents recognize Mrs. Poe as their Crossing Guard and speak fondly of her service.

We know there are countless people that work for the City, own businesses in the City and attended City schools that got to and from school safely each and every day because of Mrs. Poe's dedication to her job. She has worked all of these years as a part-time employee without retirement benefits, paid vacations, sick leave or any of the other benefits offered to City employees. She has assisted many generations of youth with an outstanding work ethic that has made an impression on everyone that she has served. In a world full of changes, Mrs. Poe has been one lasting and stable element to the City's youth and the City's workforce. Her value to our youth and to our future is immeasurable and her dedication and commitment to the City of Colonial Heights and its school aged children is second to none.

AN ORDINANCE NO. 09-FIN-20

To amend the General Fund Budget for the fiscal year beginning July 1, 2009, and ending June 30, 2010, to appropriate \$39,943, consisting of \$200 in donated funds to Judicial in support of the Sheriff's Office annual Halloween in the Park festival; \$268 in donated funds to the Office on Youth in support of the Kids' After-School Program; and \$39,475 in donated funds and grant funding to Public Safety for the purchase of LIDAR equipment, in-car video camera and items related to crime prevention for the Police Department and the replacement of five (5) mobile data terminals and the purchase of miscellaneous fire equipment for the Fire & EMS Department.

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		607,842	
Finance		5,873,655	
Information Technologies		207,867	
Board of Elections		130,159	
Judicial		4,288,458	4,288,658
Public Safety		7,726,429	7,765,904
Public Works		3,044,162	
Health and Social Services		717,750	
Parks and Recreation		1,427,880	
Cultural Enrichment		92,257	
Library		613,213	
Community Development		542,204	
Grant Programs		375,783	376,051
Nondepartmental		560,275	
Debt Service		3,217,341	
Operating Transfers Out		19,037,766	

2. That the sum of ~~\$ 49,129,375~~ 49,169,318 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	6,243,867	6,283,142
Charges for Current Services	1,149,401	
Miscellaneous	1,259,058	1,259,726
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	
TOTAL	\$ 49,129,375	49,169,318

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 November 18, 2009.

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. 09-24

Adopting and implementing local guidelines pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002 for the City of Colonial Heights, Virginia.

WHEREAS, the Virginia General Assembly, pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002, Va. Code § 56-575.1 et seq., and all amendments thereto (PPEA), has determined that there is a public need for timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of education facilities, technology infrastructure and other public infrastructure and government facilities within the Commonwealth that serve a public need and purpose; and

WHEREAS, such public need may not be wholly satisfied by existing methods of procurement in which qualifying projects are acquired, designed, constructed, improved, renovated, expanded, equipped, maintained, operated, implemented, or installed; and

WHEREAS, there are inadequate resources to develop new education facilities, technology infrastructure and other public infrastructure and government facilities for the benefit of citizens of the Commonwealth, and there is demonstrated evidence that public-private partnerships can meet these needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public; and

WHEREAS, financial incentives exist under state and federal tax provisions that promote public entities to enter into partnerships with private entities to develop qualifying projects; and

WHEREAS, authorizing private entities to develop or operate one or more qualifying projects may result in the availability of such projects to the public in a more timely or less costly fashion, thereby serving the public safety, benefit, and welfare; and

WHEREAS, the intent of the PPEA has been declared to, among other things, encourage investment in the Commonwealth by private entities and facilitate the bond financing provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 or other similar financing mechanisms, private capital and other funding sources that support the development or operation of qualifying projects, to the end that financing for qualifying projects be expanded and accelerated to improve and add to the convenience of the public, and such that public and private entities may have the greatest possible flexibility in contracting with each other for the provision of the public services that are the subject of the PPEA; and

WHEREAS, prior to requesting or considering a proposal for a qualifying project under the PPEA, the City must adopt and make publically available guidelines that are sufficient to enable the City to comply with the PPEA, which guidelines shall be reasonable, encourage competition, and guide the selection of projects under the purview of the City; and

WHEREAS, the following guidelines fulfill the purposes of, and meet the requirements of, the PPEA.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLONIAL HEIGHTS that the following guidelines are hereby adopted and implemented pursuant to the PPEA:

City of Colonial Heights, Virginia
Guidelines for the Implementation of the Public-Private Education Facilities and
Infrastructure Act of 2002

City of Colonial Heights, Virginia
Guidelines for the Implementation of the
Public-Private Education Facilities and Infrastructure Act of 2002

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I. Introduction

The Public-Private Education Facilities and Infrastructure Act of 2002 (the "PPEA") grants the City of Colonial Heights (the "City"), a responsible public entity as defined in the PPEA, the authority to enter into public-private partnership agreements for the development of a wide range of projects for public use if the City determines that there is a public need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion. For the purposes of these guidelines, the term "City" includes its School Board in the case of education facilities. Individually negotiated interim and comprehensive agreements between a private entity, as defined in the PPEA, and the City will define the respective rights and obligations of the City and the private entity. Although guidance with regard to the application of the PPEA is provided herein, it will be incumbent upon the City and all private entities to comply with the provisions of the PPEA.

In order for a project to come under the PPEA, it must meet the definition of a "qualifying project." The City may consider utilizing PPEA procedures if:

1. There is a public need for or benefit derived from the qualifying project of the type the private entity proposes;
2. The estimated cost of the project is reasonable in relation to similar facilities; and
3. The private entity's plans will result in the timely development or operation of the project.

The PPEA contains a broad definition of qualifying projects that include public buildings and facilities of all types, for example:

1. An education facility, including, but not limited to, a school building (including any stadium or other facility primarily used for school events), any functionally related and subordinate facility and land to a school building and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education;
2. A building or facility that meets a public purpose and is developed or operated by or for any public entity;
3. Improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity;
4. Utility and telecommunications and other communications infrastructure;
5. A recreational facility;
6. Technology infrastructure and services, including but not limited to telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services;
7. Technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas, or
8. Any improvements necessary or desirable to any unimproved locally- or state-owned real estate.

The PPEA establishes requirements to which the City must adhere when reviewing and approving proposals received pursuant to the PPEA. In addition, the PPEA specifies the criteria that must be used to select a proposal and the contents of the interim or comprehensive agreement detailing the relationship between the City and the private entity.

The Colonial Heights City Council (the "City Council") adopted these guidelines on _____ to implement the PPEA in the City. The City Manager will follow these guidelines in receiving and evaluating any proposal submitted to the City under the provisions of the PPEA. The City Council must adopt any amendments to these guidelines.

These guidelines shall govern all City PPEA projects, including education facilities, and shall be applicable to all City agencies, boards, commissions, and committees. The City Manager may designate a working group (the "Working Group") to assist the City Manager in evaluating proposals and negotiating any interim or comprehensive agreement. The City Manager shall implement these guidelines, receive proposals submitted under the PPEA, and respond to inquiries regarding the PPEA or these guidelines, but the City Manager may specifically designate one or more persons to perform one or more of these duties.

II. General Provisions

A. Proposal Submission

A proposal may be either solicited by the City or delivered by a private entity on an unsolicited basis. In either case, the proposal shall be clearly identified as a "PPEA PROPOSAL." To be considered, one original and nine (9) copies of any unsolicited proposal must be submitted along with the applicable fee to the City Manager, or his designee as set forth above, by certified mail or express mail to P.O. Box 3401, Colonial Heights, Virginia 23834 or by hand delivery to 201 James Avenue, Colonial Heights, Virginia 23834. Proposers may be required to follow a two-part proposal submission process consisting of an initial conceptual phase and a detailed phase, as described herein. The City may discontinue its evaluation of any proposal at any time during the conceptual or detailed phase.

The PPEA allows private entities to include innovative financing methods, including the imposition of user fees or service payments, in a proposal. Such financing arrangements may include the issuance of debt instruments, equity or other securities or obligations. Proposals may include, if applicable, the portion of the tax-exempt private activity bond limitation amount to be allocated annually to the Commonwealth of Virginia pursuant to the Economic Growth and Tax Relief Reconciliation Act of 2001 for the development of education facilities using public-private partnerships, and to provide for carryovers of any unused limitation amount.

Proposals should be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the City. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project. Proposals also should include a scope of work and a financial plan for the project, containing enough detail to allow an analysis by the City of the financial feasibility of the proposed project. Any facility, building, infrastructure, or improvement included in a proposal shall be identified specifically or conceptually. The cost analysis of a proposal should not be linked solely to any proposed financing plan, as the City may determine to finance the project through other available means. The City Manager or his designee may request, in writing, clarification of the submission.

The PPEA is intended to encourage proposals from the private sector that offer the provision of private financing in support of the proposed public project and the assumption of commensurate risk by the private operator, but also benefits to the private entity through innovative approaches to project financing, development and use. However, while substantial private sector involvement is encouraged, qualifying facilities will still be devoted primarily to public use and typically involve facilities critical to the public health, safety and welfare. Accordingly, the City shall continue to exercise full and proper due diligence in the evaluation and selection of private entities for these projects. Prospective private entities proposing projects shall be held strictly accountable for their representations or other information provided regarding their

qualifications, experience, or other contents of their proposals, including all specific aspects of proposed plans to be performed by the private entity.

B. Proposal Review Fees

The PPEA authorizes the City to charge fees to cover the costs of processing, reviewing, and evaluating proposals.

1. A fee in accordance with the fee schedule below, paid with certified funds, shall accompany any initial proposal to cover the cost of determining whether it is a qualifying project with a reasonable expectation of satisfying the criteria of Va. Code § 56-575.4 (C) of the PPEA of public need or benefit, reasonable estimated cost, and timely acquisition of the project. The fee shall be based on the total cost of the proposal.
2. If the proposal is advanced to the detailed stage of review, an additional fee in accordance with the fee schedule below shall be due. The fee, paid in certified funds, shall accompany the proposer's submission at the detailed stage.

Review Stage	Fee	Minimum	Maximum
Conceptual/Initial	1%	\$2,500.00	\$5,000.00
Detail	1%	\$5,000.00	\$50,000.00

C. Reservation of Rights

In connection with any proposal or qualifying project, the City shall have all rights available to it by law in administering these guidelines, including without limitation, the right in its sole and unfettered discretion to:

1. Reject any or all proposals at any time, for any reason, solely within the discretion of the City. Proposers shall have no recourse against the City for such rejection. Proposers will be notified in writing of such rejection in accordance with these guidelines.
2. Terminate evaluation of any and all proposals at any time.
3. Suspend, discontinue or terminate interim and comprehensive agreement negotiations with any proposer at any time before the actual authorized execution of an interim or comprehensive agreement by all parties.
4. Negotiate with a proposer without being bound by any provision in its proposal.
5. Request or obtain additional information about any proposal.
6. Issue addenda to or cancel any request for proposals ("RFP") or invitation for bids ("IFB").
7. Revise, supplement or withdraw all or any part of these guidelines at any time and from time to time.
8. Modify any standard fee schedule as stated herein for a specific proposal or for all future proposals.
9. Decline to return any and all fees required to be paid by proposers hereunder, except for fees paid with an unsolicited proposal that is not accepted for conceptual – stage consideration.
10. Request revisions to conceptual or detailed proposals.
11. Submit a proposal for review by outside consultants or advisors selected by the City without notice to the proposer. Such consultants or advisors

shall be advised of, and required to maintain, the confidentiality of information that has been designated as confidential, and to refer all requests for such information to the City.

Under no circumstances shall the City be liable for, or reimburse, the costs incurred by proposers, whether or not selected for negotiations, in developing proposals or in negotiating agreements. Any and all information the City makes available to proposers shall be as a convenience to the proposer and without representation or warranty of any kind. Proposers may not rely upon any oral responses to inquiries. If a proposer has a question regarding application of these guidelines, the proposer must submit the question in writing and the City will respond in writing as it determines appropriate.

D. Virginia Freedom of Information Act

1. General applicability of disclosure provisions

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act ("FOIA") except that Va. Code § 2.2-3705.6 (11) exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the City may elect to release some or all of documents except to the extent the documents are:

- a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Va. Code § 59.1-336 et seq.);
- b. Financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or
- c. Other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement the financial interest or bargaining position of the public or private entity would be adversely affected.

Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the City will comply with the provisions of such order.

2. Protection from mandatory disclosure for certain documents submitted by a private entity

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the City at the time the documents are submitted, designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of three classes of records listed in Section I.D.1.

Upon the receipt of a written request for protection of documents, the City shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the City or private entity in accordance with Section I.D.1. The City will make a written determination of the nature and scope of the protection to be afforded by the City under this subdivision. If the written determination provides less protection than requested by the private entity, the private entity will be accorded an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in Section I.D.1.

Once a written determination has been made by the City, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the City or any affected jurisdiction to which such documents are provided.

If a private entity fails to designate trade secrets, financial records, or other confidential or proprietary information for protection from disclosure, such information, records or documents shall be subject to disclosure under FOIA.

3. Protection from mandatory disclosure for certain documents produced by the City

The City may withhold from disclosure memoranda, staff evaluations, or other records prepared by the City, its staff, outside advisors, or consultants exclusively for the evaluation and negotiation of proposals where (i) if such records were made public prior to or after the execution of an interim or a comprehensive agreement, the financial interest or bargaining position of the City would be adversely affected, and (ii) the basis for the determination required in clause (i) is documented in writing by the City.

Cost estimates relating to a proposed procurement transaction prepared by or for the City shall not be open to public inspection.

4. The City may not withhold from public access:
 - a. Procurement records other than those subject to the written determination of the City;
 - b. Information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind entered into by the City and the private entity;
 - c. Information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or
 - d. Information concerning the performance of any private entity developing or operating a qualifying transportation facility or a qualifying project.

However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, the City will comply with such order.

E. Use of Public Funds

Virginia constitutional and statutory requirements and City ordinances and policies as they apply to appropriation and expenditure of public funds apply to any interim or comprehensive agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.

F. Applicability of Other Laws

Nothing in the PPEA shall affect the duty of the City to comply with all other applicable law not in conflict with the PPEA.

III. Solicited Proposals

The City may issue Requests for Proposals (RFPs) or Invitations for Bids (IFBs), inviting proposals from private entities to develop or operate qualifying projects. The City may use a two-part proposal process consisting of an initial conceptual phase and

a detailed phase. An RFP shall invite proposers to submit proposals on individual projects identified by the City. The City will set forth in the RFP the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA. The City may establish suggested timelines for selecting proposals for the review and selection of solicited proposals.

The RFP will specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFP will also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Public notice of the RFP shall be posted in such public areas as are normally used for posting of the City's notices, including the City's website and published in a newspaper or newspapers of general circulation in the City. In addition, solicited proposals shall be posted pursuant to Section IV. B. Pre-proposal conferences may be held as deemed appropriate by the City.

IV. Unsolicited Proposals

The PPEA permits the City to receive, evaluate and select for negotiations unsolicited proposals from private entities to develop or operate a qualifying project.

The City may publicize its needs and may encourage interested parties to submit proposals subject to the terms and conditions of the PPEA. When such a proposal is received without issuance of an RFP, the proposal shall be treated as an unsolicited proposal. The City may establish suggested timelines for the review and selection of unsolicited proposals.

A. Decision to Accept and Consider Unsolicited Proposal; Notice

1. Upon receipt of any unsolicited proposal or group of proposals and payment of the required fee or fees by the proposer or proposers, the City Council shall, after receiving the recommendation of the City Manager, determine whether to reject the unsolicited proposal or accept the unsolicited proposal for publication and further conceptual-stage consideration. If the proposal is for an education facility, the City Manager shall consult with the Superintendent of Schools ("Superintendent"), who may receive the recommendation of the School Board regarding the proposal.
2. If City Council chooses to accept an unsolicited proposal for publication and conceptual-stage consideration, the City shall post a notice in a public area regularly used by the City for posting of public notices and on the City's website for a period of not less than 45 days. The City may also publish the same notice in one or more newspapers or periodicals of general circulation in the City to notify any parties that may be interested in submitting competing unsolicited proposals. Interested parties shall have adequate time as specified in the notice to submit competing unsolicited proposals. The notice shall state that the City (i) has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will receive for simultaneous consideration any competing proposals that comply with the guidelines adopted by the City and pursuant to the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations. If such unsolicited proposal is accepted and is to be evaluated using "competitive negotiation" procedures as described in Section IV. C. 1, the City shall make the written determination described in Section IV. C. 1 prior to such evaluation.

To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of the City familiar with the unsolicited proposal and the guidelines established by

the City shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. The City shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, the City shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

3. Any proposal not accepted for conceptual-stage consideration will be returned, together with all fees and accompanying documentation, to the proposer.

B. Posting Requirements

1. Conceptual proposals accepted for review and further evaluation, whether solicited or unsolicited, shall be posted by the City within 10 working days after acceptance of such proposals.

Posting shall be on the City's website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection.

2. Nothing shall be construed to prohibit the posting of the conceptual proposals by additional means deemed appropriate by the City so as to provide maximum notice to the public of the opportunity to inspect the proposals.
3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions Va. Code § 2.2-3705.6 (11) shall not be required to be posted, except as otherwise agreed to by the City and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

C. Review at Conceptual Stage

1. When one or more proposals are received, the City will determine at this initial stage of review whether it will proceed with the evaluation of the proposals using standard procurement procedures consistent with the Virginia Public Procurement Act or procedures normally used by the City that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in Va. Code § 2.2-4301. The City may proceed using such guidelines only if it makes a written determination that doing so is likely to be advantageous to the City and the public based upon either (i) the probable scope, complexity or priority of need; (ii) the risk sharing, including guaranteed cost or completion guarantees, added value or debt, or equity investments proposed by the private entity; or (iii) the increase in funding, dedicated revenue or other economic benefit that would otherwise not be available. The City may reject any or all proposals.
2. After reviewing the original proposal and any competing proposals submitted during the notice period, the City may determine:
 - a. not to proceed further with any proposal;
 - b. to proceed to the detailed stage of review with the original proposal;
 - c. to proceed to the detailed stage with a competing proposal;

- d. to proceed to the detailed stage with multiple proposals; or
- e. to request modifications or amendments to any proposal.

In the event that more than one proposal will be considered in the detailed phase of review, the City shall consider whether the unsuccessful proposer should be reimbursed for costs incurred in the detailed phase of review, and such reasonable costs may be assessed to the successful proposer in the comprehensive agreement.

- 3. Discussions between the City and private entities about the need for infrastructure improvements shall not limit the ability of the City to later determine to use standard procurement procedures to meet its infrastructure needs. The City retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

V. Proposal Preparation and Submission

A. Format for Submissions at Conceptual Stage

At the conceptual stage, all proposals, whether solicited or unsolicited, shall contain information in the following areas: (i) qualifications and experience; (ii) project characteristics; (iii) project financing; (iv) project benefit and compatibility; and (v) any additional information that the City may request to comply with the requirements of the PPEA. Suggestions for formatting information to be included in proposals at this stage include the items listed below, as well as any additional information or documents that the City may request:

- 1. Qualifications and Experience
 - a. Identify the legal structure or type of private entity making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor (\$1 million or more) in the structure fits into the overall team. All members of the operator/offeror's team, including major subcontractors known to the proposer, must be identified at the time a proposal is submitted for the conceptual stage. Identified team members, including major subcontractors (over \$1 million), may not be substituted or replaced once a project is approved and comprehensive agreement entered into, without the written approval of the City. Include the status of the Virginia license of each partner, proposer, contractor, and major subcontractor.
 - b. Describe the experience of the private entity making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service and other standards. Describe the length of time in business, business experience, public sector experience and other engagements of the private entity. Describe the past safety performance record and current safety capabilities of the private entity. Describe the past technical performance history on recent projects of comparable size and complexity, including disclosure of any legal claims by or against the private entity. Include the identity of any private entity that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties.
 - c. For each private entity or major subcontractor (\$1 million or more) that will be utilized in the project, provide a statement listing all of

the private entity's prior projects and clients for the past five years and contact information for same (names/addresses/telephone numbers). If a private entity has worked on more than ten (10) projects during this period, it may limit its prior project list to ten (10), but shall first include all projects similar in scope and size to the proposed project and, second, it shall include as many of its most recent projects as possible. Each private entity or major subcontractor shall be required to submit all performance evaluation reports or other documents which are in its possession evaluating the private entity's performance during the preceding three years in terms of cost, quality, schedule maintenance, safety and other matters relevant to the successful project development, operation, and completion.

- d. Provide the names, addresses, and telephone numbers of persons within the private entity who may be contacted for further information.
- e. Provide a current or most recently audited financial statement of the private entity and each partner with an equity interest of ten percent or greater.
- f. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.
- g. Identify the proposed plan for obtaining sufficient numbers of qualified workers in all trades or crafts required for the project.
- h. For each private entity or major subcontractor that will perform construction or design activities, provide the following information:
 - (1) A sworn certification by an authorized representative of the private entity attesting to the fact that the private entity is not currently debarred or suspended by any federal, state or local government entity.
 - (2) A completed qualification statement that reviews all relevant information regarding technical qualifications and capabilities, private entity resources and business integrity of the private entity, including but not limited to, bonding capacities, insurance coverage and private entity equipment. This statement shall also include a mandatory disclosure by the private entity for the past five years of any of the following conduct:
 - (A) bankruptcy filings
 - (B) liquidated damages
 - (C) fines, assessments or penalties
 - (D) judgments or awards in contract disputes
 - (E) contract defaults, contract terminations
 - (F) license revocations, suspensions, other disciplinary actions
 - (G) prior debarments or suspensions by a governmental entity
 - (H) denials of prequalification, findings of non-responsibility
 - (I) past safety performance data, including fatality incidents, "Experience Modification Rating," "Total Recordable Injury Rate" and "Total Lost Workday Incidence Rate"

- (J) violations of any federal, state or local criminal or civil law
- (K) criminal indictments or investigations
- (L) claims filed by or against the firm

- i. Worker Safety Programs: Describe worker safety training programs, job-site safety programs, accident prevention programs, and written safety and health plans, including incident investigation and reporting procedures.

2. Project Characteristics

- a. Provide a description of the proposed project, including the conceptual design, in sufficient detail so that type and intent of the project, its location, and the communities that may be affected are clearly identified.
- b. Identify and fully describe any work to be performed by the City.
- c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- d. Identify any anticipated adverse social, economic and environmental impacts of the project. Specify the strategies or actions to mitigate known or anticipated impacts of the project. Indicate if any environmental or archaeological assessment has been completed.
- e. Identify the projected positive social, economic and environmental impacts of the project.
- f. Identify the proposed schedule for the work on the project, including sufficient time for the City to review, and the estimated time for completion.
- g. Identify contingency plans for addressing public needs in the event that all or some of the project is not completed according to the projected schedule.
- h. Propose allocation of risk and liability for work completed beyond the Comprehensive Agreement's completion date, and assurances for timely completion of the project.
- i. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the City's use of the project.
- j. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- k. List any other contingencies and assumptions relied on or that must occur for the project to be successful.

3. Project Financing

- a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan shall include appropriate staffing

levels and associated costs. Include any supporting due diligence studies, analyses or reports.

- c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed, as well as any assumptions with regard to increases in such fees.
- d. Identify the proposed risk factors and methods for dealing with these factors.
- e. Identify any local, state or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and ongoing. Such disclosure should include any direct or indirect guarantees or pledges of the City's credit or revenue.
- f. Identify the amounts and the terms and conditions for any revenue sources.
- g. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

4. **Project Benefit and Compatibility**

- a. Identify community benefits, including the economic impact the project will have on the Commonwealth and the City in terms of amount of tax revenue to be generated for the Commonwealth and the City, the number of jobs generated for Virginia residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs generated by the project, and the number and value of subcontracts generated for Virginia subcontractors.
- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- c. Explain the strategy and plan that will be carried out to involve and inform the general public, business community, local governments, and governmental agencies in areas affected by the project.
- d. Describe the compatibility of the project with local, regional, and state economic development efforts.
- e. Describe the compatibility with the City's comprehensive plan, infrastructure development plans, and capital improvements plan.

B. Format for Submissions at Detailed Stage

If the City decides to proceed to the detailed stage of review with one or more proposals, the following information must be provided by the proposer unless specifically waived in writing by the City:

- 1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.
- 2. Conceptual site plan indicating proposed location and configuration of the project on the proposed site.

3. Conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the proposed project.
4. Detailed description of the proposed participation of, use by, and financial involvement of the City.
5. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.
6. A list of public facilities or other public improvements that will be required by the City to complete the project.
7. A statement and strategy setting out the plans for securing all necessary property interests required for the project. The statement must include the names and addresses, if known, of the current owners of the subject property interests, as well as a list of any property the proposer intends to request the City to condemn.
8. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties.
9. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses.
10. A detailed discussion of assumptions about user fees or rates and usage of the project.
11. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolutions of official bodies, minutes of meetings, letters, or other official communications.
12. Demonstration of consistency with appropriate City comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.
13. Explanation of how the proposed project would affect the City's development plans.
14. Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to, schedule, cash management, quality, worker safety, change orders, and legal compliance.
15. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In addition, identification of any known conflicts of interest or other disabilities that may impact consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Chapter 31 (Va. Code § 2.2-3100 et seq.) of Title 2.2 of the Code of Virginia.
16. Additional material and information as the City may request.

VI. Proposal Evaluation and Selection Criteria

In reviewing any PPEA proposal accepted for consideration, the City shall engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the City, to provide independent analysis regarding the specifics, advantages, disadvantages and the long- and short-term costs of any request by a private entity for approval of a qualifying project, unless City Council determines that such analysis shall be performed by City employees. Also, the City may establish criteria to trigger the establishment of an oversight advisory committee consisting of representatives of the City to review the terms of a proposed interim or comprehensive agreement. The criteria should include, but not be limited to, the scope, total cost and duration of the proposed project, and whether the project involves or impacts multiple public entities. Timelines for the work of the committee should be developed and made available to proposers.

The following items, along with the information that may be required under Sections V.A. and V.B. above, are some of the factors that the City may consider in the evaluation and selection of a PPEA proposal. The City reserves the right at all times to reject any proposal at any time for any reason.

A. Qualifications and Experience

Factors to be considered in either phase of the review to determine whether the proposer possesses the requisite qualifications and experience will include at a minimum:

1. Professional qualifications and experience with similar projects;
2. Demonstration of ability to perform the work;
3. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost-control and project safety;
4. Demonstrated conformance with applicable laws, codes, standards, regulations, and agreements on past projects;
5. Leadership structure;
6. Project manager's experience;
7. Management approach;
8. Project staffing plans, the skill levels of the proposed workforce, and the proposed safety plans for the project;
9. Financial condition of the proposer; and
10. Project ownership.

B. Project Characteristics

Factors to be considered in determining the project characteristics include, along with the specified information required under V.A. and V.B. above, the following:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology and technical feasibility;
5. Conformity to State and City laws, regulations, and standards;

6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

C. Project Financing

Factors considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include the following:

1. Cost and cost benefit to the City;
2. Financing, including debt source, and its impact on the debt or debt burden of the City;
3. Financial plan, including overall feasibility and reliability of plan; default implications; the proposer's past performance with similar plans and similar projects; degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
4. Life-cycle cost analysis;
5. Opportunity costs assessment;
6. Estimated cost;
7. The identity, credit history and past performance of any third party that will provide financing for the project, and the nature and timing of its commitment, as applicable; and
8. Any other factors the City deems appropriate for analysis.

In the event that any project is financed through the issuance of obligations that are deemed by the City to be tax-supported debt of the City, or if financing such a project may impact the City's debt rating or financial position, the City may select its own finance team, source, and financing vehicle.

D. Project Benefit and Compatibility

Factors considered in determining the proposed project's compatibility with the City's comprehensive or development plans include the following:

1. Community benefits, including the economic impact the project will have on the City in terms of amount of tax revenue generated for the City, the number of jobs generated for area residents and the level of pay and fringe benefits of such jobs, and the number and value of subcontracts generated for area subcontractors;
2. Community support or opposition, or both;
3. Public involvement strategy;
4. Compatibility with existing and planned facilities;
5. Compatibility with City, regional, and state economic development efforts; and
6. Compatibility with the City's land use and transportation plans.

E. Other Factors

Other factors that may be considered by the City in the evaluation and selection of PPEA proposals include:

1. The proposed cost of the qualifying project;
2. The general reputation, industry experience, and financial capacity of the private entity;
3. The proposed design of the qualifying project;
4. The eligibility of the project for accelerated documentation, review, and selection;
5. Local citizen and government comments;
6. Benefits to the public, including financial and nonfinancial;
7. The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
8. The private entity's plans to employ local contractors and residents;
9. The recommendation of a committee of representatives of the City which may be established to provide advisory oversight for the project; and
10. Any other factors the City deems appropriate.

VII. Interim and Comprehensive Agreements

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the City. Prior to entering a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. Any interim or comprehensive agreement shall define the rights and obligations of the City and the selected proposer with regard to the project.

A. Interim Agreement Terms

The scope of an interim agreement may include but is not limited to:

1. Project planning and development;
2. Design and engineering;
3. Environmental analysis and mitigation;
4. Survey;
5. Availability of financing for the proposed facility through financial and revenue analysis;
6. The process to negotiate, and the timing of the negotiation of, the comprehensive agreement; and
7. Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.

B. Comprehensive Agreement Terms

The scope of the comprehensive agreement shall include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with the development or operation of the qualifying project;
2. The review of plans and specifications for the qualifying project by the City;
3. The rights of the City to inspect the qualifying project to ensure compliance with the comprehensive agreement;
4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;
5. The monitoring of the practices of the private entity by the City to ensure proper maintenance of the project;
6. The terms under which the private entity will reimburse the City for services provided;
7. The policy and procedures that will govern the rights and responsibilities of the City and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity including the conditions governing assumption of the duties and responsibilities of the private entity, by the City and the transfer or purchase of property or other interests of the private entity by the City;
8. The terms under which the private entity will file appropriate financial statements on a periodic basis;
9. The mechanism by which user fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that is the same for persons using the facility under like conditions and that will not materially discourage use of the qualifying project;
 - a. A copy of any service contract shall be filed with the City.
 - b. A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.
 - c. Classifications according to reasonable categories for assessment of user fees may be made.
10. The terms and conditions under which the City may contribute financial resources, if any, for the qualifying project;
11. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;
12. The terms and conditions under which the City will be required to pay money to the private entity and the amount of any such payments for the project;
13. Other requirements of the PPEA or other applicable law; and
14. Such other terms and conditions as the City may deem appropriate.

Any changes in the terms of the interim or comprehensive agreement as may be agreed upon by the parties from time to time shall be added to the interim or comprehensive agreement by written amendment.

The comprehensive agreement may provide for the development or operation of phases or segments of a qualifying project.

Parties submitting proposals understand that representations, information and data supplied in support of, or in connection with, proposals play a critical role in the competitive evaluation process and in the ultimate selection of a proposal by the City. Accordingly, as part of the interim or comprehensive agreement, the proposer and its team members shall certify that all material representations, information and data provided in support of, or in connection with, a proposal is true and correct. Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the proposer shall immediately notify the City of same. Any violation of this section of the interim or comprehensive agreement shall give the City the right to terminate the agreement, withhold payment or other consideration due, and seek any other remedy available under the law.

C. Notice and Public Hearing Requirements

1. In addition to the posting requirements of Section IV. B, 30 days prior to entering into an interim or comprehensive agreement, the City shall hold a public hearing on the proposals. After the public hearing is held, no additional posting shall be required.
2. Once the negotiation phase for the development of an interim or a comprehensive agreement is complete and a decision to award has been made by the City, the City shall post the proposed agreement on the City's website or post a summary thereof by publication, in a newspaper of general circulation in the City.
3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision Va. Code § 2.2-3705.6 (11) shall not be required to be posted, except as otherwise agreed to by the City and the private entity.
4. Any studies and analyses considered by the City in its review of a proposal shall be disclosed to City Council at some point prior to the execution of an interim or comprehensive agreement.
5. Once an interim agreement or a comprehensive agreement has been entered into, the City shall make procurement records available for public inspection, upon request.
 - a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have had an adverse affect on the financial interest or bargaining position of the City or private entity in accordance with Section II.D.3.
 - b. Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Va. Code § 59.1-336 et seq.); (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise; or (iii) cost estimates prepared by or for the City.

To the extent access to procurement records is compelled or protected by a court order, the City will comply with such order.

6. A copy of any comprehensive agreement shall be submitted by the City to the Auditor of Public Accounts within 30 days after execution.

VIII. Governing Provisions

In the event of any conflict between these guidelines and the requirements of the PPEA or other applicable law, the terms of the PPEA or other applicable law shall control.

IX. Terms and Definitions

"Comprehensive agreement" means the comprehensive agreement between the private entity and the City that is required prior to the development or operation of a qualifying project.

"Conceptual stage" means the initial phase of project evaluation when the City makes a determination whether the proposed project serves a public purpose and meets the criteria for a qualifying project; assesses the qualifications and experience of a private entity proposer; reviews the project for financial feasibility; and determines whether the project warrants further pursuit.

"Cost-benefit analysis" means an analysis that weighs expected costs against expected benefits in order to choose the best option. For example, the City Manager may compare the costs and benefits of constructing a new office building to those of renovating and maintaining an existing structure in order to select the most financially advantageous option.

"Detailed stage" means the second phase of project evaluation where the public entity has completed the conceptual stage and accepted the proposal and may request additional information regarding a proposed project prior to entering into competitive negotiations with one or more private entities to develop an interim or comprehensive agreement.

"Develop" or **"Development"** means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

"Interim agreement" means an agreement between a private entity and the City that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

"Lease payment" means any form of payment, including a land lease, by the City to the private entity for the use of a qualifying project.

"Lifecycle cost analysis" means an analysis that calculates cost of an asset over its entire life span and includes the cost of planning, constructing, operating, maintaining, replacing, and when applicable, salvaging the asset. Although one proposal may have a lower initial construction cost, it may not have the lowest lifecycle cost once maintenance, replacement, and salvage value is considered.

"Material default" means any default by the private entity in the performance of its duties that jeopardizes adequate service to the public from a qualifying project.

"Operate" means to finance, maintain, improve, equip, modify, repair, or operate.

"Opportunity cost" means the cost of passing up another choice when making a decision or the increase in costs due to delays in making a decision.

"Private entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

"Public entity" means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.

"Qualifying project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land to a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or operated by or for any public entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure and services, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; or (viii) any improvements necessary or desirable to any unimproved locally- or state-owned real estate.

"Responsible public entity" means a public entity that has the power to develop or operate the applicable qualifying project, including the City.

"Revenues" means all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project, including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

"Service contract" means a contract entered into between a public entity and the private entity pursuant to Va. Code § 56-575.5.

"Service payments" means payments to the private entity of a qualifying project pursuant to a service contract.

"State" means the Commonwealth of Virginia

"User fees" means the rates, fees, or other charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to the comprehensive agreement pursuant to Va. Code § 56-575.9.

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 November 18, 2009.

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. 09-25

To amend and reordain §258-16.2 of Chapter 258, Taxation, of the Colonial Heights City Code, to specify that any real estate tax exemption for property in the Southpark Commercial Structure Tax Exemption District shall be contingent on a minimum \$100,000 expenditure.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That §258-16.2 of Chapter 258, Taxation, of the Colonial Heights City Code, be and is hereby, amended and reordained as follows:

§ 258-16.2. Partial exemption from taxation for certain rehabilitated, renovated, or replaced commercial structures.

A. The Boulevard District. There is hereby created a Boulevard Commercial Structure Tax Exemption District (the "Boulevard District"), as depicted on an exhibit maintained by the Assessor, which shall consist of all commercial structures fronting on the Boulevard (Route 1) within the Colonial Heights City limits or contained within the Boulevard Overlay District as provided in Chapter 286 of this Code. Any commercial structure at least twenty years old within the Boulevard District whose base assessed value is increased by at least twenty-five percent due to rehabilitation, renovation, or replacement shall be eligible for an exemption from real estate tax equal to the increase in assessed value attributable to the rehabilitation, renovation, or replacement. Such exemption shall commence on January 1 of the year following completion of the rehabilitation, renovation, or replacement, and shall run with the real state for five years.

B. The Southpark District. There is hereby created a Southpark Commercial Structure Tax Exemption District (the "Southpark District"), which shall consist of all commercial structures within the geographic boundaries depicted on an exhibit maintained by the Assessor entitled "The Southpark Commercial Structure Tax Exemption District". Payment of the real estate tax attributable to any structure at least twenty years old within the Southpark District may be exempted by an amount up to fifty percent of the cost of the structure's rehabilitation, renovation, or replacement **as long as such cost is at least \$100,000**. Such exemption shall commence on January 1 of the year following completion of the rehabilitation, renovation, or replacement, and shall run with the real estate for five years.

2. That this Ordinance shall be in full force and effect on and after January 1, 2010.

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on November 18, 2009

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. 09-26

To amend Ordinance No. 08-29 by deleting the requirement therein for Harold Joseph Tyler to convey to the City a 5 foot waterline easement.

WHEREAS, Ordinance No. 08-29 provided that the City vacate, abandon, and discontinue the use of an approximate 1750 square foot portion of a certain public alley situated behind Lots 1-14 of Block P of A.B. Cook Farm, and that such alley portion be conveyed to Harold Joseph Tyler upon Mr. Tyler conveying to the City a 5 foot waterline easement; and

WHEREAS, the City Manager now believes that the requirement for Mr. Tyler to convey to the City a 5 foot waterline easement is unnecessary and inappropriate, and that such requirement should be eliminated; NOW THEREFORE,

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Ordinance No. 08-29 is hereby amended by eliminating the requirement for Harold Joseph Tyler to convey to the City a 5 foot waterline easement.
2. That all other provisions of Ordinance No. 08-29 remain in full force and effect.
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 November 18, 2009.

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

The Honorable Patricia L. Cox, Councilwoman: Aye

The Honorable C. Scott Davis, Councilman: Aye

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

The Honorable T. Gregory Kochuba, Councilman: Aye

The Honorable Elizabeth G. Luck, Councilwoman: Aye

The Honorable David A. Salot, Vice Mayor: Aye

The Honorable John T. Wood, 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 B. Starnett
City Attorney



Colonial Heights Food Pantry

530 Southpark Boulevard
Colonial Heights, VA 23834
An Extension of the Central Virginia Food Bank
A 501c3 organization

December 2, 2009

Mr Richard A Anzolut, Jr.
City Manager
And the Advisory Board to the City Council
City of Colonial Heights
P.O. Box 3401
Colonial Heights, VA 23834-9001

Re: Agenda December 8, 2009

Dear Mr. Anzolut
And Advisory Board Members

The Colonial Heights Food Pantry is requesting to be placed on the agenda December 8th.
It is important that we keep City Council informed of the status of the Food Pantry.

Partnership, Collaboration and Community sustains and upholds us. In these tough economic times your support critical and greatly valued..

Sincerely,

Ruth Chappell, Executive Director

RECEIVED

DEC 02 2009

CITY CLERK'S OFFICE




CITY OF COLONIAL HEIGHTS

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

Office of the City Manager

TO: The Honorable Mayor and Members of City Council

FR: Richard A. Anzolut, Jr.,  City Manager

DATE: December 3, 2009

SUBJ: December 2009 Budget Amendment

The FY10 Budget Amendment for December, 2009, is summarized as follows:

1. The Fire Chief is reporting a grant from the U.S. Department of Homeland Security in the amount of \$5,256 to purchase a vehicle mount weather station and related equipment for use on the City's HAZMAT trailer. The attached report from the Fire Chief outlines this matter and the grant award. The Fire Chief notes that no matching funds are required by the City. It is recommended that Council provide first reading to this budget amendment when the matter is considered during the Council Meeting of December 8, 2009.
2. The Chief of Police is reporting some additional donations from local businesses in support of our new K-9 Officer. The Chief is reporting \$3,182 in contributions toward the purchase of supplies for the new narcotics canine. The attached letter from the Chief of Police explains this matter. This item is also recommended for first reading when it is considered on the Council agenda of December 8, 2009.

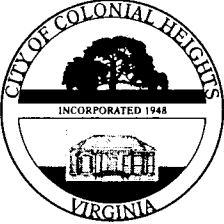
Attached is Ordinance No. 09-FIN-21 that would appropriate both the Homeland Security Grant and the canine donations into the Public Safety Category of the FY10 Budget. As mentioned, it is recommended that this matter receive first reading during the Council Meeting of December 8, 2009. The Fire Chief and the Chief of Police will both be available during the Council Meeting to assist with this matter.

If any questions arise prior to the Council Meeting, please do not hesitate to contact me.

The Honorable Mayor and Members of City Council
December 3, 2009
Page 2

Attachment

cc: Hugh P. Fisher, III, City Attorney
William E. Johnson, Director of Finance
A. G. Moore, Jr., Chief of Fire & EMS
Jeffrey W. Faries, Chief of Police



CITY OF COLONIAL HEIGHTS

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

cc: cover to

Bill Johnson

Tammy Draper

Dec 09 B.A.


please.

11/19

Department of Fire, EMS and Emergency Management

MEMORANDUM

TO: Richard A. Anzolut, Jr., City Manager

FROM: A. G. Moore, Jr., Fire Chief 

SUBJECT: Council Agenda

DATE: November 16, 2009

Please have the following item placed on the next available City Council agenda:

Amend the FY 09-10 Fire & EMS operating budget to reflect an increase of \$5,256.00. Said funds have been appropriated from the 2008 Urban Area Security Initiative from the National Preparedness Directorate, U.S. Dept. of Homeland Security and administered by the Commonwealth for the CV UASI CBRNE Equipment Project. (See enclosed awards letter).

The funds will be used to purchase an Orion Vehicle Mount Weather Station with software, and display console for our HAZ-MAT trailer. This equipment will allow us to have "real time" weather information on scene. No match is required by the City.

Please sign the enclosed forms accepting the terms and conditions of the grant and return them to me.

If you have additional questions, feel free to contact me at extension 319, thank you.

AGM/lis
Enclosures



COMMONWEALTH of VIRGINIA
Department of Emergency Management

MICHAEL M. CLINE
State Coordinator

JANET L. CLEMENTS
Deputy Coordinator

BRETT A. BURDICK
Deputy Coordinator

10501 Trade Court
Richmond, Virginia 23236-3713
(804) 897-6500
(TDD) 674-2417
FAX (804) 897-6506

November 3, 2009

Mr. Richard Anzolut, Jr.
City Manager
City of Colonial Heights
201 James Avenue
Colonial Heights, VA 23834

Dear Mr. Anzolut:

We are pleased to inform you that the City of Colonial Heights has been awarded funds in the amount of \$5,256 from the 2008 Urban Area Security Initiative (CFDA # 97.008) from the National Preparedness Directorate (NPD), United States Department of Homeland Security (DHS) and administered by the Commonwealth for the CV UASI CBRNE Equipment Project.

Included in this package of particular importance are the Certification of Compliance and Special Conditions for your signature. It certifies you have read and understand Federal and State terms and conditions associated with accepting the grant. Please return these forms to us within 30 days.

The Commonwealth will send grant funds to a sub-grantee on a reimbursement basis for allowable expenditures. To accomplish this, use the "Request for Funds" form. This form can also be found at: <http://www.vaemergency.com/grants/forms>. You are required to attach invoices that reflect your spending plan.

The end of the program period is August 31, 2011, for obligation purposes and December 31, 2011, to complete expenditures and finalize the close out reporting process. During this program period, all subgrantees are required to submit quarterly progress reports. This form can be found at <http://www.vaemergency.com/grants/forms>.

"Working to Protect People, Property and Our Communities"

Mr. Richard Anzolut, Jr
Page 2
November 3, 2009

Grant recipients will be monitored periodically by VDEM and/or NPD to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic and administrative as well as other issues relative to each program, and will identify areas where technical assistance and other support may be needed. Subgrantees may be required to submit a special progress report in addition to the quarterly reports if the Commonwealth deems necessary. This award is subject to all administrative and financial requirements, including the timely submission of all financial/programmatic reports and adhering to the Special Conditions submitted with your grant application. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination and reallocated.

If you have any questions regarding this award, please contact JoAnn Maher at (804) 897-6500 extension 6601.

Sincerely,



Michael M. Cline

c: The Honorable Robert P. Crouch, Jr., Assistant to the Governor for Commonwealth Preparedness
The Honorable John Marshall, Secretary of Public Safety
Ms. Janet Clements, Chief Deputy State Coordinator for Emergency Management
Mr. Brett Burdick, Deputy State Coordinator for Administration
Ms. Cheryl Adkins, Grant Administrator
Mr. J.E. Boisseau, Deputy Fire Marshall, Colonial Heights

Attachments

MMC/CJA:jm

November 3, 2009

FISCAL YEAR 2008 Urban Area Security Initiative Grant
SUBGRANT AWARD & CERTIFICATION OF COMPLIANCE

Subgrantee:
City of Colonial Heights
CV UASI CBRNE Equipment Project

As the duly authorized representative of the above listed organization, I hereby accept the subgrant award and certify that I have read and understand the terms and conditions presented in the following documents:

FY 2008 Urban Area Security Initiative Grant:
http://www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf

Special Conditions

Non-Supplanting Certification

Grant Assurances

Certification Regarding Lobbying

VDEM Grant Application

Richard A. Anzolut, JR. City Manager

Print Name Print Title

 11/19/09

Signature Date

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth by the Commonwealth of Virginia and the Office of Grants and Training.
2. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness.
3. The recipients agrees that the use of funds under this grant will be in accordance with the Fiscal Year 2008 Homeland Security Grant Program Guidelines and must support the goals and objectives included in the State Homeland Security Strategy.
4. The recipient must submit a Quarterly Progress Report. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure.
5. The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security".
6. The recipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
7. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
8. Approval of this award does not indicate approval of any consultant rate in excess of \$450.00 per day. A detailed justification must be submitted to and approved by G&T prior to obligation or expenditure of such funds.
9. Drawdown of Funds: Subrecipients may elect to drawdown funds up to 120 days prior to expenditure/disbursement. However, the Commonwealth strongly encourages recipients to drawdown funds as close to expenditure as possible to avoid accruing interest. Funds received by sub recipients must be placed in a interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR part 9, *New Restrictions on Lobbying*, and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirement for *Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations*, at <http://www.gpoaccess.gov/cfr/index.html>.

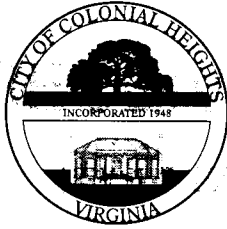
These guidelines state that sub recipients are required to promptly, but at least quarterly, remit interest earned on advances to:

United States Department of Health and Human Services
Division of Payments Management Services
PO Box 6021
Rockville, MD 20852

Copies of all remittances must be sent to VDEM. Subrecipients may keep interest amounts up to \$100 per year for administrative expenses for all federal grants combined. Subrecipients are subject to the interest requirements of the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205. Interest under CMIA will accrue from the time federal funds are credited to the account until the time the funds are paid.

Name City of Colonial Heights
(Entity)

Initials _____



CITY OF COLONIAL HEIGHTS

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

cc: Bill Johnson
Tammy Draper
Dec 09 B.A.
Please
11/18

COLONIAL HEIGHTS POLICE DEPARTMENT

November 13, 2009

Mr. Richard O. Anzolut, Jr., City Manager
201 James Avenue
Colonial Heights, VA 23834

RE: ADDITIONAL DONATED FUNDS for NEW NARCOTICS K-9

Dear Rick:

We have received some additional donations amounting to **\$3,182.06** from various community businesses. The checks were deposited in a special **K-9 Donations Account [#10-3218]** in the Treasurer's Office on this date.

Please accept this letter as a formal request that the current **\$3,182.06** be transferred from the aforementioned K-9 donations account to the Police Department's **K-9 Funds Account [#1401-5266]** recently set up by Finance Director, Bill Johnson, so that it may be used to purchase supplies for the new narcotics canine, *Chip*.

It is our understanding that this request must undergo two readings by City Council and, if approved, the transfer will be made by the Finance Department for our use. Therefore, I would appreciate your placing this request on the next agenda for review by City Council.

Sincerely,

Colonel Jeffrey W. Faries
Chief of Police

JWF:bbh

Cc: William Johnson, Director of Finance
Kathy Sparks, Deputy Director of Finance
Capt. Wayne T. Newsome, Law Enforcement Services Division Commander
Capt. W. Keith Early, Patrol Division Commander
Sr. Officer Eric L. Allen

AN ORDINANCE NO. 09-FIN-21

To amend the General Fund Budget for the fiscal year beginning July 1, 2009, and ending June 30, 2010, to appropriate \$8,438 to Public Safety, consisting of \$5,256 in grant funding to Fire & EMS for the purchase of an Orion Vehicle Mount Weather Station with software and display console for the HAZ-MAT trailer and \$3,182 in donated funding to Police to purchase supplies for the new narcotics K-9.

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	4,288,458	
Public Safety	7,730,727	7,739,165
Public Works	3,044,162	
Health and Social Services	717,750	
Parks and Recreation	1,427,880	
Cultural Enrichment	92,257	
Library	613,213	
Community Development	542,204	
Grant Programs	528,215	
Nondepartmental	664,265	
Debt Service	3,217,341	
Operating Transfers Out	19,037,766	

2. That the sum of ~~\$ 49,401,329~~ 49,409,767 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	6,474,410	6,479,666

Charges for Current Services	1,149,401	
Miscellaneous	1,259,058	1,262,240
Restricted Fund Balance – Fire/EMS	5,000	
Reserve – Fire/EMS Donations	1,350	
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	
TOTAL	\$ 49,401,329	49,409,767

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 _____.

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: _____.

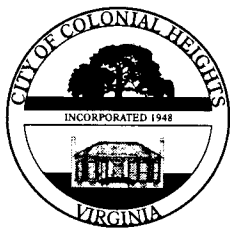
The Honorable Kenneth B. Frenier, Councilman: _____
The Honorable W. Joe Green, Jr., Councilman: _____
The Honorable Elizabeth G. Luck, Vice Mayor: _____
The Honorable John T. Wood, Councilman: _____
The Honorable Diane H. Yates, Councilwoman: _____
The Honorable C. Scott Davis, Mayor: _____

City Clerk

Approved as to form:



City Attorney




CITY OF COLONIAL HEIGHTS

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

Office of the City Manager

TO: The Honorable Mayor and Members of City Council

FR: Richard A. Anzolut, Jr.  City Manager

DATE: December 3, 2009

SUBJ: Standard Project Administration Agreement – Traffic Signal at Dimmock Parkway and Jennick Drive

Council is very familiar with our local administration of highway projects in the City. Members of Council are also familiar with our multi-year efforts toward traffic signal installation at the intersection of Dimmock Parkway and Jennick Drive. Earlier this year, City Council approved an agreement with the Roslyn Farm Corporation placing \$60,000 in escrow toward this signal installation. That escrow was to support the sale of the property on which the Value Place Hotel now operates. Some Members of Council are also familiar with the three year process attempting to attain a contribution toward this signal from the ownership of the Dominion Auto Group based on further development in that complex of land parcels. We were recently informed that Dominion also has \$60,000 toward the traffic signal in escrow with a law firm in Richmond. Once these two elements were known, staff applied for VDOT revenue sharing funds in the amount of \$135,000, said application having been approved by Council a few months ago. We have received notice that the revenue sharing project has been approved by VDOT. As a result, it is necessary to authorize this Standard Project Administration Agreement to construct the signal and receive reimbursement from VDOT.

Attached is the Standard Project Administration Agreement for the traffic signal at Dimmock Parkway and Jennick Drive, Project #U000-106-129, PE101, RW201, N501, also known as UPC#94750. It is recommended that Council adopt Resolution No. 09-53 that authorizes the City Manager to sign this Standard Project Administration Agreement on behalf of the City. This matter is scheduled for Council's consideration during the Council Meeting of December 8, 2009.

The Honorable Mayor and Members of City Council
December 3, 2009
Page 2

Once the agreement is signed by VDOT, staff will begin the engineering of the signal. The City Manager is optimistic that engineering and installation can be completed during calendar year 2010.

The Director of Public Works and Engineering will be available during the December 8, 2009 Council Meeting to assist with this matter. If any questions arise prior to the Council Meeting, please do not hesitate to contact me.

Attachment

cc: Hugh P. Fisher, III, City Attorney
William E. Johnson, Director of Finance
William E. Henley, Director of Public Works & Engineering

A RESOLUTION NO. 09-53

Authorizing the City Manager to execute a "Standard Project Administration Agreement" with the Virginia Department of Transportation for the installation of a traffic signal at the Dimmock Parkway and Jennick Drive intersection. The Project Number is U000-106-129, P101, R201, N501, UPC 94750, and the project is to be locally administered.

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

1. That Richard A. Anzolut, Jr., City Manager, be, and is hereby, authorized to enter into, on behalf of the City, an Agreement with the Virginia Department of Transportation entitled "Standard Project Administrative Agreement", a copy of which is attached to and made a part of this resolution; 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:

Mayor

Attest:

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:

_____.

City Clerk

Approved as to form:



City Attorney

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
U000-106-129,PE101,RW201,N501	94750	City of Colonial Heights

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

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

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project(s) and the funding currently allocated or proposed for the project(s) does not include Federal-aid Highway funds; and

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

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

1. The LOCALITY shall:
 - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Receive prior written authorization from the DEPARTMENT to proceed with the project.
 - c. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
 - d. Provide certification by a LOCALITY official of compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.
 - e. Maintain accurate and complete records of each Project's development of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for not less than three (3) years following acceptance of the final voucher on each Project.

- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and also include an up-to-date project summary and schedule tracking payment requests and adjustments.
 - g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if due to action or inaction solely by the LOCALITY the project becomes ineligible for state reimbursement, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of state law or regulations require such reimbursement.
 - h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
 - i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of state-aid reimbursements
 - j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
 - k. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties.
 - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
 - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
 - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

- e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.
3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been appropriated. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its cost exceeds the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated and allocated.
6. Nothing in this agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. This agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g, and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

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

THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the project, this agreement is no longer applicable and shall be terminated. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects.

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

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

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

CITY OF COLONIAL HEIGHTS, VIRGINIA:

Signed _____	Typed or printed name of signatory _____
Title _____	Date _____
Signature of Witness _____	Date _____

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

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commonwealth Transportation Commissioner Commonwealth of Virginia Department of Transportation _____	_____ Date
Signature of Witness _____	_____ Date

Attachment
Appendix A-1 – UPC 94750

APPENDIX A-1

Project Number: U000-106-129,P101,R201,N501 UPC #94750 Locality: City of Colonial Heights

Project Narrative	
Scope:	Install new traffic signal
From:	Dimmock Pkwy
To:	Jennick Dr.
Locality Project Manager Contact Info: Harold Calples, PE 804-524-8708 Department Project Coordinator Contact Info: Sherry Eagle 804-524-6382	

Project Costs and Reimbursement				
Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	\$35,000	\$35,000	\$3,000	\$14,500
Right-of-Way & Utilities	\$10,000	\$10,000	\$0	\$5,000
Construction	\$225,000	\$225,000	\$5,000	\$107,500
Total Estimated Cost	\$270,000	\$270,000	\$8,000	\$127,000

Total Maximum Reimbursement by Locality to VDOT	\$0
Total Maximum Reimbursement by VDOT to Locality	\$135,000

Project Financing				
A	B	C	D	E
Revenue Sharing VDOT match	Revenue Sharing Local Match	FY10 Revenue Sharing Locality Unmatched Funds	Locality Funds	Aggregate Allocations (A+B+C+D)
\$135,000	\$135,000	\$0	\$0	\$270,000

Program and Project Specific Funding Requirements
<ul style="list-style-type: none"> This project shall be administered in accordance with VDOT's <u>Locally Administered Projects Manual</u>. This project will be administered in accordance with the Guide for Urban Construction Initiative of Virginia Department of Transportation projects. This project will be constructed and maintained in accordance with the Urban Construction & Maintenance Program Policies & Guidance (Urban Manual). The City of Colonial Heights will be responsible for maintenance & operation once the project is completed. This project is a Revenue Sharing project and must follow the procedures set forth in the FY2009 Guide to the Revenue Sharing Program. Estimated eligible VDOT expenses are based on VDOT processing SERP and inspection. Any additional assistance necessary may result in additional VDOT charges to the project. This is a limited fund source project. All costs exceeding available Revenue Sharing Funds will be borne 100% by the locality. VDOT will reimburse locality 50% of eligible costs up to Maximum Reimbursement Amount, less any VDOT expenditures. Revenue Sharing Funds above consist of the following Fiscal Years: <ul style="list-style-type: none"> FY10 Funds - \$270,000 (\$135,000 locality & \$135,000 VDOT)

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Residency Administrator's/Urban Program Manager's
Recommendation and date

Typed or printed name of person signing

Typed or printed name of person signing




CITY OF COLONIAL HEIGHTS

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

Office of the City Manager

TO: The Honorable Mayor and Members of City Council

FR: Richard A. Anzolut, Jr.,  City Manager

DATE: December 3, 2009

SUBJ: Resolution Supporting the Continuation of State 599 Law Enforcement Funding

The Mayor and City Manager attended a regional planning meeting of the Tri-City/Tri-County jurisdictions (called "Mayors, Chairs and Chief Executives) on Monday, November 30, 2009. During that meeting, a number of regional legislative and other issues were discussed. The future of state finances were discussed, including the continuation of 599 funding which supports local law enforcement. The group agreed to recommend to their respective governing bodies that a resolution in support of the continuation of 599 funding at original FY10 levels be the minimum budget funding for the FY11 State Budget. In response to this regional recommendation, attached is Resolution No. 09-56 that expresses the City of Colonial Heights' support for the continuation of 599 funding at FY10 original budget levels.

If staff can be of any assistance to Council prior to consideration of this matter on December 8, 2009, please do not hesitate to contact me.

Attachment

cc: Hugh P. Fisher, III, City Attorney
William E. Johnson, Director of Finance
Jeffrey W. Farries, Chief of Police

A RESOLUTION NO. 09-56

Supporting continued State Aid to localities with Police Departments (599 Program Funds).

WHEREAS, the Commonwealth of Virginia is considering reducing or deleting 599 program funds in the upcoming fiscal year to reflect the downward projection of revenues; and

WHEREAS, Section 9.1-169 and 9.1-170 of the Virginia Code determines the formula for distribution of these funds;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLONIAL HEIGHTS:

1. That any reductions or deletion to the 599 program greatly impacts the City of Colonial Heights as allocations derived from this program are used to maintain our basic police services.

2. That the City Council of the City of Colonial Heights requests that 599 funding by the Commonwealth be restored to original FY10 Budget levels for FY11 and that no further reductions to this funding occur in future budget years.

3. That the City Council of the City of Colonial Heights directs the Clerk of Council to mail a true copy of the approved Resolution to the Honorable M. Kirkland Cox and Honorable Stephen H. Martin.

4. That this resolution shall be in full force and effect upon its passage.

Approved:

Mayor

Attest:

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: _____.

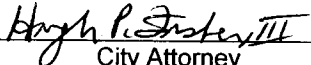
The Honorable John T. Wood, Councilman: _____.

The Honorable Diane H. Yates, Councilwoman: _____.

The Honorable C. Scott Davis, Mayor: _____.

City Clerk

Approved as to form:



City Attorney