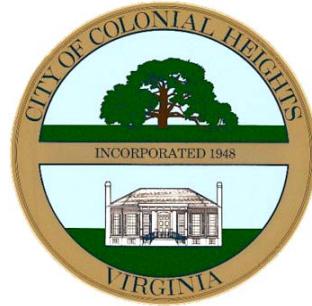


Memorandum

Date: April 4, 2012

To: Mayor and City Council

Subject: Agenda Briefing - Regular City Council
Meeting - *Tuesday, April 10, 2012*



Following is a brief review and description of the various business items listed upon the agenda and set for discussion at the next regular meeting of City Council:

7. Commendations and Presentations:

- A. This item is for formal recognition of CHPD Officer Howard S. Whirley, III as March 2012 City Employee of the Month by Mayor Davis. A copy of the formal recognition is included in with the meeting packet. The Mayor will be making a brief presentation of the award to Officer Whirley at the meeting.
- B. This item is for formal presentation of a Council Proclamation by Mayor Davis declaring 2012 as the Year of the Girl in Colonial Heights and Celebrating 100 years of Girl Scouting.
- C. This item is for a briefing of the Council by Renee Chapline, Executive Director of Virginia's Gateway Region on economic development activities within the area.
- D. This item is for introduction and brief recognition of two new city employees: CHPD Kyle Sexton and Robert Simmons .

8. Reading of Manner Addressing Council

9. Written Petitions/Communications:

- A. A written petition/communication from Travis Cooper of 104 Redfox Road requesting an opportunity to address Council regarding the Skatepark has been received and placed on the agenda in conformity with the Rules of Council. All supporting information relative to this item received by the Clerk is included with the meeting packet.

10. Public Hearings:

- A. ORDINANCE NO. 12-3 – This item for a required Public Hearing and consideration of an Ordinance on First Reading to approve a request for a Special use Permit by to KHJ, LLC, for property located at 800 West Roslyn Road (the Tractor Museum adjacent to southbound I-95).

The owners are proposing to build a small restaurant within the Museum to cater exclusively to museum visitors and to erect a sign promoting sane. The special use permit would (a) allow for the property to be used for a restaurant not to exceed 2,000 square feet and (b) allow for a freestanding pole sign not exceeding 45 feet in height and 192 square feet in size, to be located within 500 feet of the highway.

A copy of a staff report providing additional background on this item is included in the meeting packet; staff will also be making a brief presentation at the meeting.

Budgetary Impact – None

10. Public Hearings (continued):

A. ORD 12-3 (continued)— As noted on the agenda, the notice of public hearing for this agenda item was published in *The Progress-Index*. A copy of the proposed Ordinance is also included in the meeting packet.

The staff recommends approval of this item as presented

11. Public Comments (“Hearing of Citizens Generally on Non-Agenda Issues”):

12. Consent Agenda (“Consideration of Uncontested Minutes, Ordinances, Resolutions, & Motions . . .”):

A. Copies of the minutes from our (1.) Special Meeting on 2/23/12, (2.) Special Meeting on 3/13/12, and (3.) Regular Meeting on 3/13/12 are included in the meeting packet for your review.

B. “Adoption of:”

➤ ORDINANCE NO. 12-FIN-5 - Discussed and approved at the last regular meeting; This item is for Second Reading and Final Adoption of an Ordinance to authorize an amendment to the FY11-12 Annual Budget appropriating \$10,000 in donated funds to the Library for equipment upgrades and reading programs.

Budgetary Impact - This amendment as proposed is bottom-line, “cost-neutral”, as it is the formal appropriation of designated funds from the Commonwealth, restricted, grant, and/or donated funds; and will not adversely affect overall funding or costs to taxpayers.

A copy of the proposed Ordinance and supporting information is included in the meeting packet.

The staff recommends approval of this item as presented

➤ ORDINANCE NO. 12-FIN-6 - Discussed and approved at the last regular meeting; This item is for Second Reading and Final Adoption of an Ordinance to formally amend the Capital Projects Fund Budget authorizing appropriations in the total amount of \$300,000 to Streets and Bridges in support of the Dupuy Avenue Modernization Project, and Lakeview Avenue Modernization Project; such funding being provided by the Commonwealth

A copy of a memorandum from the City Engineer providing additional background on this item is included in the meeting packet.

Budgetary Impact - This Ordinance as proposed will formally authorize the expenditure of accumulated grant funds, set-aside city funds as previously approved by the Council, and funds provided by the Commonwealth. As such, this item is overall “net budget-neutral” and will not adversely affect overall funding or costs to taxpayers.

A copy of the proposed Ordinance and supporting information is included in the meeting packet.

The staff recommends approval of this item as presented

13. New Business/Legislation (“Introduction and Consideration of Ordinances and Resolutions”):

➤ RESOLUTION NO. 12-16 – This item is for consideration of a Resolution to state the City’s support for an effort to encourage the Department of Conservation and Recreation of the Commonwealth of Virginia to include the dredging of the Appomattox River in Petersburg, Virginia in the Virginia Outdoors Plan for 2013.

13. New Business/Legislation (continued):

This Resolution has been requested by Louis Johnson, Chairman of CHARTS as an expression of support for this effort by the City of Petersburg.

Budgetary Impact - None.

A copy of the proposed Resolution is included in the meeting packet.

The staff recommends approval of this item as presented

- **RESOLUTION NO. 12-17** – Discussed at previous meetings; This item is for consideration of a Resolution formally determining the City's decision to not participate in the Line of Duty Act Fund.

A copy of a memorandum from the Director of Finance providing additional background on this item is included in the meeting packet.

Budgetary Impact – See staff memorandum/report.

A copy of the proposed Resolution is included in the meeting packet.

The staff recommends approval of this item as presented

- **RESOLUTION NO. 12-18** – Discussed at numerous previous meetings; This item is for consideration of a Resolution authorizing the City Manager to execute an agreement (technically an Amendment to a Special Project Service Agreement) with the Central Virginia Waste Management Authority (CVWMA) for residential curbside recycling services.

This agreement will result in the new recycling services and program through **TFC Recycling** that was reviewed with Council last month. The new program will be implemented in conjunction with the new trash collection service, which starts July 1.

Included in the meeting packet is a preliminary, draft copy of “*Recycling FAQs*” for Council’s review and to serve as a reference document in answering various questions that are anticipated with the new service. Once this document is finalized, a similar list will be utilized to better inform the citizenry on this new program.

Budgetary Impact – Discussed previously; the net result of this new agreement and resulting recycling program through TFC will not result in any increase in fees (although collection dates will be reduced from every week to every-other week). As such, this action will have no adverse effect on the Annual Budget.

A copy of the proposed Resolution, contract amendments, and supporting information is included in the meeting packet.

The staff recommends approval of this item as presented

- **RESOLUTION NO. 12-19** – Discussed at numerous previous meetings; This item is for consideration of a Resolution authorizing the City Manager to (*finally*) execute an agreement (technically an Amendment to a Special Project Service Agreement) with the Central Virginia Waste Management Authority (CVWMA) for residential trash collection services.

This agreement will result in the new trash collection services through **Container First Services (CFS)**, as was reviewed with Council last month. The new service services start July 1.

Included in the meeting packet is a preliminary, draft copy of “*Trash Collection FAQs*” for Council’s review and to serve as a reference document in answering various questions that are anticipated with the new service. Once this document is finalized, a similar list will be utilized to better inform the citizenry on this new program.

13. New Business/Legislation (continued):

Budgetary Impact – Discussed previously; the net result of this new agreement and resulting trash collection service through CFS will have no adverse effect on the Annual Budget.

A copy of the proposed Resolution, contract amendments, and supporting information is included in the meeting packet.

The staff recommends approval of this item as presented

- **RESOLUTION NO. 12-20** – This item is for consideration of a Resolution endorsing SB713 and HR1296 the Petersburg National Battlefield Boundary Modification Acts as requested by the Crater Planning Commission Executive Director, Denny Morris.

Crater is working with the National Park Service in regard to acquiring over 7,000 acres of core battlefield land to the Petersburg National Battlefield which were first identified in the General Management Plan of the Petersburg National Battlefield in 2004.

Two bills have been introduced in Congress to implement this recommendation by Virginia legislators. These lands are set to be purchased or donated from willing sellers (no eminent domain); and were important during 1864's Siege and Defense of Petersburg, a huge campaign that led directly to the end of the war. Currently, the Battlefield is a major destination, bringing more than 175,000 visitors and more than \$8 million in 2010. These numbers are expected to jump during the 150th anniversary of the Siege and Defense, coming up soon.

Budgetary Impact - None.

A copy of the proposed Resolution is included in the meeting packet.

The staff recommends approval of this item as presented

14. Unfinished Business . . . and Items Removed from Consent Agenda

– *None identified for inclusion on the meeting agenda*

15. Staff Reports (“Reports of Officers . . . ”):

A. City Manager

1. **Presentation of Proposed FY2012-13 Annual Operating Budget for the City of Colonial Heights** – As stated, this item is for formal presentation of the proposed Annual Budget for next year in compliance with the City Charter.
The City Manager will be making a detailed presentation of the proposed budget and responding to at the meeting. Budget documents will be distributed at the meeting.
2. **Upcoming Council Meeting Schedule** - This item is to review current plans with the entire Council for our meeting schedule for the coming weeks and/or budget adoption.
3. **Update on City Courthouse Project** - This item is to allow for general update and/or activities report on this on-going project.
4. **General Activity Report and/or Project Update** - This item is for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going projects and/or issues.

B. City Attorney

C. Director of Planning and Community Development

16. Consideration of Claims – *None submitted for inclusion on the meeting agenda*

Please feel free to contact me anytime prior to Tuesday's meeting if you have any questions or require additional information relative to any item on the agenda; or if you need an update on any item not listed on the agenda.

A handwritten signature in black ink, appearing to read "T L Mattis".

Thomas L. Mattis
City Manager

MARCH 2012 EMPLOYEE OF THE MONTH



NAME: Howard S. Whirley, III

POSITION: Police Officer

EMPLOYMENT

HISTORY: Officer Whirley was hired in September, 2004 as a Police Officer in the Police Department.

NARRATIVE:

Officer Whirley began his tenure here within the patrol division and continued to further his formal education at John Tyler Community College, where he earned his associates degree in Police Science. Over the past two years, he has been assigned as our school resource officer at Colonial Heights Middle School, where he has excelled in a relatively short time. In speaking with the administration and staff at the middle school it is evident that Officer Whirley has the admiration and respect of those that attend and work there.

In February of last year, Officer Whirley organized and conducted a “lock-down” of the school after evidence of a weapon was found in the school. After a thorough search was completed, an investigation ensued and the responsible party was brought to justice. Since then, he has become an integral part of the CHMS Crime Solvers Club that is sponsored by Chesterfield County/Colonial Heights Crime Solvers. Officer Whirley has helped get out the message to students to “take the time to solve the crime” by calling Crime Solvers and he himself has investigated tips that have led to arrests there at the middle school.

At the beginning of this school year, Officer Whirley was given a goal to develop an educational program involving the “dangers of texting while driving”. Officer Whirley’s presentation not only has been well received by police administration, but it has also been presented to middle school and high school students that are taught how to drive for the first time. Both his supervisor and school staff have commented on how beneficial the program is to our community. Officer Whirley is a dedicated family man who does good work and represents all the positive things in our community and in police work.

**DECLARING 2012 AS THE YEAR OF THE GIRL AND
CELEBRATING 100 YEARS OF GIRL SCOUTING**

WHEREAS, March 12, 2012, marks the 100th anniversary of Girl Scouts of the United States of America, which began in 1912 when Savannah, GA native Juliette “Daisy” Gordon Low gathered 18 girls to provide them the opportunity to develop physically, mentally, and spiritually; and

WHEREAS, throughout its distinguished history, Girl Scouting has inspired millions of girls and women with the highest ideals of courage, confidence, and character; and,

WHEREAS, through the Girl Scout leadership experience girls develop the skills and lessons that will serve them a lifetime so that they may contribute to their communities; and,

WHEREAS, Girl Scouting takes an active role in increasing girls’ awareness of the opportunities available to them today in math, science, sports, technology and other fields that can expand their horizons; and,

WHEREAS, more than 3 million current Girl Scout members nationwide will be celebrating 100 years of this American tradition, with nearly 50 million women who are former Girl Scouts and living proof of the impact of this amazing Movement;

NOW, THEREFORE, I, C. Scott Davis, Mayor of the City of Colonial heights, do hereby applaud the commitment Girl Scouting has made to support the leadership development of America’s girls and proudly proclaim the week of April 8-14, 2012, as Girl Scout Week.

Signed this 10th day of April, 2012.

C. Scott Davis, Mayor

Attest:

DeAnna D. Atkins, City Clerk



City of Colonial Heights

Attention:

Office of the City Clerk
Post Office Box 3401
Colonial Heights, VA 23834

Name: Travis Cooper
Address: 104 Redfox Road
Colonial Heights, VA 23834
Telephone Number: 524-3440

Please place me on the City Council Agenda for April 10, 2012.
(date)

Purpose:

Address Council regarding improvements
at the skate park.

Please deliver this form to the City Clerk's Office or mail it to Office of the City Clerk, Post Office Box 3401, Colonial Heights, Virginia at least one week prior to the date of the Council Meeting in order to be placed on the agenda.

AN ORDINANCE NO. 12-3

To grant a special use permit to KHJ Colonial, LLC, for property located at 800 West Roslyn Road.

WHEREAS, the Planning Commission at its meeting on March 6, 2012, held a public hearing on the issuance of a special use permit to KHJ Colonial, LLC, for property located at 800 West Roslyn Road; which property is presently zoned IN Industrial District, has parcel identification numbers 6805380004A, 68050000012C and 6805000012B, and comprises 11.5 acres, to allow for the property to be partially used for a restaurant not to exceed 2,000 square feet, which would be located in the existing farm museum building; and a freestanding sign not exceeding 45 feet in height and 192 square feet in size, to be located within 500 feet of the Interstate 95 highway right-of-way lines, as generally depicted on the attached drawing prepared by Superior Sign Productions and dated July 26, 2010 (the "Drawing"); and

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

WHEREAS, pursuant to §17.11-1 of the Colonial Heights City Charter and Va. Code § 15.2-2204, City Council advertised a public hearing in *The Progress-Index* and held a public hearing at its Regular Meeting on April 10, 2012, to receive citizen comment on the issuance of a special use permit; and

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

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Council finds, after investigation by the Colonial Heights' Planning Commission, that issuance of a special use permit to KHJ Colonial, LLC, for property located at 800 West Roslyn Road, will not be detrimental to the safety, health, morals and general welfare of the community involved; will conform to the principles of good planning; will not tend to create congestion in streets, roads, alleys and other public ways and places in the area involved; will not create hazards from fire, panic or other dangers; will not tend to overcrowding of land and cause an undue concentration of population; will not adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements; and will not interfere with adequate light and air.

2. That KHJ Colonial, LLC, be and is hereby granted a special use permit for a 11.5 acre parcel of property located at 880 West Roslyn Road, which has parcel identification numbers 6805380004A, 68050000012C and 6805000012B, to allow the property to be partially used for a restaurant not to exceed 2,000 square feet, which would be located in the existing farm museum building; and a freestanding pole sign, not to exceed 45 feet in height and 192 square feet in size, to be located within 500 feet of the Interstate 95 right-of-way lines, as generally depicted on the Drawing; which Drawing is hereby attached to and made a part of this Ordinance.

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

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

Approved:

Mayor

Attest:

City Clerk

I certify that the above ordinance was:

Adopted on its first reading on _____.

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



OFFICE OF THE
CITY ATTORNEY

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

(804) 520-9316 / FAX 520-9398

HUGH P. FISHER, III
CITY ATTORNEY

TAMARA L. DRAPER
LEGAL ASSISTANT

March 7, 2012

The Progress-Index
15 Franklin Street
Petersburg, VA 23803

Attention: Legal Advertisements

Dear Madam or Sir:

I have enclosed for publication in the legal advertisements section of your newspaper a notice of City Council holding a public hearing to accept public comment on and consider the adoption of Ordinance No. 12-3.

You are requested to publish the notice on **Saturday, March 24, and Saturday, March 31, 2012**.

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

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

Thank you for your assistance.

Very truly yours,

Hugh P. Fisher, III
City Attorney

Enclosure

cc: The Honorable C. Scott Davis, Mayor
Mr. Thomas L. Mattis, City Manager
Mrs. DeAnna Atkins, City Clerk

NOTICE OF PUBLIC HEARING
CITY OF COLONIAL HEIGHTS, VIRGINIA

Notice is hereby given to all persons affected or interested that at the Colonial Heights City Council meeting to be held on **Tuesday, April 10, 2012, at 7:00 P.M.**, in Council Chambers of City Hall, 201 James Avenue, Colonial Heights, Virginia, the City Council shall hold a public hearing to accept comments on the following:

AN ORDINANCE NO. 12-3

To grant a special use permit to KHJ Colonial, LLC, for property located at 800 West Roslyn Road. The property is presently zoned IN Industrial District, has parcel identification numbers 6805380004A, 68050000012C and 6805000012B, and comprises 11.5 acres. The special use permit would allow for the property to be used for a restaurant not to exceed 2,000 square feet, which would be located in the existing farm museum building; and allow for a freestanding pole sign not exceeding 45 feet in height and 192 square feet in size, to be located within 500 feet of the Interstate 95 highway right-of-way.

A copy of the proposed ordinance is on file for public examination during regular business hours in the City Clerk's Office in City Hall, 201 James Avenue, Colonial Heights, Virginia. All persons affected or interested are invited to be present at the public hearing of the City Council, to be held at the time and place stated above, when an opportunity will be given for them to be heard.

Hugh P. Fisher, III
City Attorney

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

CITY OF COLONIAL HEIGHTS, VIRGINIA
Special Meeting of City Council
Tuesday, February 23, 2012

1. Call to Order.

The Special Meeting of City Council was called to order by Mayor Davis at 6:00 P.M.

2. Roll Call.

Present:

Councilman W. Joe Green, Jr.
Vice Mayor Elizabeth G. Luck
Councilwoman Diane H. Yates
Mayor C. Scott Davis

Absent:

Councilman Milton E. Freeland, Jr.
Councilman Kenneth B. Frenier
Councilman John T. Wood (Arrived at 6:16 P.M.)

Also Present:

Mr. Thomas L. Mattis, City Manager
Mr. Hugh P. Fisher, III, City Attorney
Mr. William E. Johnson, Director of Finance

1. Call to Order.

2. Roll Call.

Mr. Mattis stated Mr. Freeland will not be at the meeting due to an illness.

Mayor Davis stated Mr. Frenier will not be at the meeting due to being out of town. He further stated there is no need to have a closed meeting. Council continued on with their agenda.

3. Special Meeting for the purpose of:

A. Holding a closed meeting Council dispensed with a closed meeting.

B. Holding a work session for the following purposes:

2. Review and Discussion of New Residential Solid Waste and Recycling Services

Mr. Mattis stated there will be a final review and discussion on the City's plans regarding the changes being made to the solid waste and recycling collection services. He further stated the City's current residential collection contract expires on July 1, 2012, and through the proposal process, it has been determined that Container First Services will be the City's new service provider.

Mr. Paul Stacharczyk, Senior Vice President of Operation for TFC, stated TFC spends a lot of time and energy on educational outreach in the communities they service. He further stated in 2011, TFC gave over 200 presentations, over 50 tours and participated in over 150 private or City run events, ranging from parades to community outreach programs. He stated the educational component is part of what TFC is offering the City. He reviewed a few of TFC's success stories, such as the City of Chesapeake, which participates in a program similar to the one Colonial Heights will be starting, increasing their recycling volume by 400 percent in just a couple years. He stated TFC currently services over 700,000 homes throughout Virginia and parts of North Carolina, with most of those being bi-weekly pick ups. He further stated TFC utilizes radio frequency ID tags in the handles of the carts. He stated as the trucks pick up the carts on the route, the computer tracks their progress. He reviewed the operational benefits of the program, which reduces the amount of calls for missed pick-ups. He stated if a truck breaks down on a route, a new truck can be dispatched to the exact location. He further stated in the City of Chesapeake, out of approximately 9,000 homes, TFC averages less than one missed pick up per day. He stated the technology allows TFC to identify sections of the City with low recycling rates and target those areas with educational or incentive programs.

In response to a question from Mr. Mattis, Mr. Stacharczyk stated TFC does not measure the volume of recycling, strictly whether or not the sections are participating in the program.

Mr. Stacharczyk stated TFC utilizes two methods to market to the City, passive, which goes out to the masses and active which is where opportunities for improvement are identified and direct mailers, door hangers or something of that nature is used to increase participation. He provided details of an incentive program, which is utilized by TFC, Recycling Perks, which partners with local businesses to provide discounts to residents who recycle. He stated on average each home redeems approximately \$300 worth of coupons a year.

In response to a question from Mayor Davis, Mr. Stacharczyk stated TFC will work with specific businesses in the City to sign them up with the rewards program. He further stated TFC will also work with the Chamber of Commerce on which businesses to target.

In response to a question from Mrs. Yates, Mr. Stacharczyk stated TFC tries to find truly local businesses to sign up in the rewards program, which benefits the local economy.

Mr. Stacharczyk provided an overview of how the citizens' account page looks on the rewards program site. He stated when the program begins in Colonial Heights, the carts will be delivered along with a packet of educational information. He further stated in the City of Suffolk, on average the residents are redeeming approximately \$160,000 worth of rewards per month.

In response to a question from Mr. Mattis, Mr. Stacharczyk stated most of the rewards offered are discounts which are percentages off of purchases. He further stated the rewards program does not cost the retailers anything. He further stated if a citizen signs up for the rewards program and then chooses not to recycle, they will not earn points to redeem rewards.

Mayor Davis stated a certain amount of points are needed in order to redeem the rewards.

In response to a question from Mr. Mattis, Mr. Stacharczyk stated Suffolk and Chesapeake are currently participating in programs which are similar to the one starting in Colonial Heights. He further stated Norfolk and Virginia Beach are currently considering similar programs.

In response to a question from Mr. Wood, Mr. Stacharczyk stated there is a tag in each cart and points are assigned with each pick up, not the weight of the recyclables.

In response to a question from Mr. Green, Mr. Stacharczyk stated there have been a smaller amount of citizens that have requested additional carts for recycling which are available upon request.

In response to a question from Mayor Davis, Mr. Stacharczyk stated additional carts earn additional points in the rewards program.

In response to a question from Mr. Wood, Mayor Davis stated the size of the recycling cart is 96 gallons.

In response to a question from Mrs. Yates, Stacharczyk stated TFC currently picks up recycling from businesses and municipalities and is currently working on a mechanism to apply the rewards program to those customers.

In response to a question from Mayor Davis, Mr. Stacharczyk stated the school system will continue to utilize TFC for their recycling needs.

Mr. Mattis stated the City currently has a contract with TFC for recycling for its residents.

In response to a question from Mr. Mattis, Ms. Kim Hynes, CVWMA, stated the current recycling bins belong to the City and it up to the City with what to do with them. She further stated the residents can turn the bins in to be recycled.

Mayor Davis recommended that the literature which will be distributed along with the new recycling carts include a recommendation on what to do with the old recycling bins.

Mr. Mattis stated the City can decide what to do with the old recycling bins. He further stated every household will get a new cart with a computer chip installed. He stated the only change to the contract would be a bi-weekly collection instead of weekly collection.

In response to a question from Mr. Mattis, Mr. Stacharczyk stated the educational programs are a part of the amendment to the current contract.

In response to a question from Mrs. Luck, Mr. Stacharczyk stated the recycling carts are green.

In response to a question from Mayor Davis, Mr. Stacharczyk stated the other jurisdictions that utilize TFC all do bi-weekly collections of their recyclables.

In response to a question from Mr. Mattis, Ms. Hynes stated Colonial Heights and Ashland are the only two localities which have weekly collections of their recyclables.

In response to a question from Mr. Mattis, Mr. Stacharczyk stated the collection day will still be Friday.

In response to a question from Mr. Mattis, Ms. Hynes stated the changes to the contract will amount to an amendment to the contract and the service agreement, which will be brought back to Council for final approval.

In response to a question from Mayor Davis, Mr. Stacharczyk stated the cost for an additional cart will be worked out with CVWMA and the City.

There was a brief discussion regarding whether or not there would be a charge to residents for a second recycling cart if requested.

Mr. Mattis stated under the new contract, there will be a small charge for an additional cart. He further stated Council needs to decide if the City is going to absorb that cost or have the citizen pay it.

Mayor Davis stated Council needs to know the amount which will be charged to the citizen in order to make a policy decision.

Ms. Hynes stated the recycling cart is 96 gallons and the current bins are 24 gallons, so theoretically, the new carts are four times the size of the current bins and they are generally enough space for bi-weekly collection.

Mr. Mattis stated part of the City's message is to see how the larger recycling can works before assuming a second one is needed.

Mr. Stacharczyk stated a fraction of a percent of homes request a second can.

Mr. Mattis stated the City is committed to serving the citizens and the whole idea is to have the citizens recycling more.

In response to a question from Mrs. Luck, Ms. Hynes stated the service of picking up the recycling can from a location other than the curb is in the current contract and it will be continued.

In response to a question from Mrs. Luck, Mr. Stacharczyk stated the information about picking up the containers from a location other than the curb can be included in the educational packet that will be distributed with the carts.

In response to a question from Mr. Mattis, Mr. Stacharczyk stated TFC would encourage the citizens to discontinue the smaller bins.

In response to questions from Mr. Wood, Mr. Stacharczyk stated there may be a charge for a second cart, but not for the service. He further stated the households with two carts would get additional points in the rewards program.

Mr. Mattis stated citizens will receive two new containers, one for recycling and one for solid waste, and it is better to have the larger can with a lid.

In response to a question from Mr. Mattis, Mr. Stacharczyk stated if a pattern for some households to throw solid waste into the recycling cart is noticed, it will be addressed with educational information.

Mr. Rob Guidry, with CFS, stated during the first 60 days of the new contract there will be contamination and there will be calls for missed pick ups. He further stated there are many homes in the City which put out an amount of solid waste for collection which results in a bulk pick up.

Mr. Mattis stated the solid waste at those homes with solid waste outside of the cans will be picked up.

Mr. Guidry stated the City will receive calls that CFS has missed those pick ups, when in reality the trucks are not going to pick up 40 bags on a regular route. He further stated that would be considered a bulk pick up and will be picked up later.

Mayor Davis stated the current contract is structured so if a sofa is placed beside the solid waste can on Wednesday, it will be picked up separately from the rest of the solid waste.

Ms. Hynes stated there is a limit of how much solid waste can be placed around the can on collection day. She further stated anything larger than a pick-up truck load is considered a bulk pick up.

In response to a question from Mrs. Luck, Ms. Hynes stated as long as the solid waste is bagged or bundled it would be picked up.

In response to a question from Mayor Davis, Mr. Henley, stated solid waste that is more than a pick-up truck load will be picked up but there will be a slight delay because it is a call for service.

In response to a question from Mr. Mattis, Mr. Guidry stated if the solid waste is considered a bulk pick up, it may not be picked up that day.

Mayor Davis stated from now until July 1, 2012, there has to be a lot of educational components out there so the citizens are aware of what is acceptable.

Ms. Hynes stated statistics show the recycling within the City could double or even triple and that would remove some of the solid waste out of the regular can.

Mr. Mattis stated this change will require a big education program and that the first 60 to 90 days will be interesting and staff will learn a lot through the process.

Mayor Davis stated a brochure would be a good way to get some of the information out, along with utilizing the City's website, the City Focus and the City's Facebook page.

Mr. Mattis stated the City will work with TFC, CFS, and CWMA on what information is to be included in the educational packets. He further stated the educational components will increase as the start date gets closer.

In response to a question from Mrs. Yates, Mr. Stacharczyk stated TFC is working on retrofitting their equipment so the plastic bags from grocery stores can be recycled.

In response to a question from Mr. Mattis, Mrs. Hynes stated Colonial Heights would be the first member of CVWMA to participate in the radio frequency ID tagged recycling carts.

In response to a question from Mr. Wood, Mayor Davis stated the current limit on the number of bags which can be placed around the solid waste can for collection is 30 bags.

In response to a question from Mr. Mattis, Ms. Hynes stated if there are pick ups which are not routine, CVWMA will contact the resident and let them know it will be scheduled for pick up.

Mr. Mattis stated the recycling program will start the first Friday in July.

Mayor Davis stated he would be hesitant as a City to provide TFC with specific businesses to approach for the rewards program, but the Chamber of Commerce and the Commissioner of Revenue's office would be able to assist them.

Mr. Mattis stated the City will utilize a smaller 68-gallon can for solid waste collection, the collection day will remain the same and the service is basically a continuation of the previous service. He further stated under the new contract there is a \$2.00 fee for each additional can for pick up and there will be a one-time fee of \$55.00 for the can.

In response to a question from Mrs. Luck, Mr. Mattis stated it is staff's recommendation that if citizens currently have two cans for solid waste collection, the City will provide the second can.

In response to a question from Mr. Mattis, Mr. Guidry stated the second can will belong to the citizen and the first can belongs to CFS.

Mr. Mattis stated the main difference is the smaller can being provided but the service is going to be same if not better.

In response to a question from Mr. Green, Mr. Guidry stated the fee for the second can is for an additional 68-gallon cart. He further stated CFS is doing away with the 96-gallon cans for the City, so there is not an option to get a larger can.

Mayor Davis stated Council's ultimate goal was to have more citizens recycling and hopefully through the educational pieces, over time, the amount of recycling will increase.

In response to a question from Mr. Green, Mr. Guidry stated if you purchase additional cans and pay the fee, and have for example, five cans, that would still be considered a regular pick up.

Mr. Mattis stated stickers will be placed on the lids of the cans explaining what goes in them, what the collection day is, along with other information. He further stated staff will be putting together an official list of FAQs to provide to Council.

In response to a question from Mr. Green, Mr. Mattis stated if citizens decide to switch the 68- and 96-gallon cans for their purposes, calls will be made to CVWMA and the citizen will be notified the cans cannot be picked up. He further stated some individual counseling may be needed.

In response to a question from Mrs. Yates, Mayor Davis stated everything is the same with the new contract except the smaller cans have been chosen.

There was a brief discussion regarding the color of the solid waste cans.

Mr. Mattis stated staff's goal is to present the amended TFC and CVWMA contracts at the March 13, 2012, Council meeting for final adoption and approval.

1. Review and Discussion of Staff Report on Financing and/or Debt Issuance in Support of Courthouse Project.

Mr. Wood read a Declaration of Personal Interest with regard to his residential location near the former church property (the proposed site of the new Courthouse), which was filed with the Clerk.

Mr. Green read a Declaration of Personal Interest with regard to his residential location near the Courthouse property, which was filed with the Clerk.

Mr. Mattis stated staff is going to provide the final numbers for the financing plan for the courthouse. He further stated the results of the bond issue were very positive, which will result in less overall debt and less debt service on an annual basis. He stated our team did an excellent job.

Mr. Johnson stated this bond issue is the largest issue the City has ever had and that is why Council was provided Council all of the back up material. He further stated the bond was for the Courthouse and the purchase of the fire apparatus. He stated the City ended up selling \$21,830,000 worth of bonds and received ten bids, which is more than what was expected.

Mr. Mattis stated the \$21,800,000 is almost \$2 million less than what the City initially thought it would have to borrow for the Courthouse project. He further stated that amount does not compromise the project.

Mr. Johnson provided details of the bond sale for the Courthouse project.

In response to a question from Mayor Davis, **Mr. Mattis** stated the City initially had projected received 4.5% on the bond sale, but the City was able to get a lower rate.

Mr. Johnson provided details regarding the City's rating with the three bond rating agencies, Moody's, S & P, and Fitch, which are solid ratings.

There was a brief discussion regarding the benefits of doing a 20 year bond issue instead of a 30 year bond issue.

Mr. Chip Bassett, the City's financial advisor, stated this bond sale has been the most competitive one he has handled in over 25 years and received 10 bids is extremely unusual. He further stated the City's top four bids were within .03 percent of each other, which shows it is an efficient market. He stated the City has been able to improve their ratings with the bond rating agencies due to the conservative financial management and strong financial management policies in place.

Mr. Mattis stated the City has an excellent team which has worked on the bond issue and staff is pleased with how it has worked out. He further stated all of the information will be placed on the website.

Mr. Mattis stated as part of the website upgrade, the City will be accepting credit card payments online for services. He further stated when utilizing electronic payments there is typically a fee and staff needs to know if Council wants the City to absorb those fees or charge them to the user.

There was a brief discussion regarding whether the City should absorb the fees associated with the electronic payments or charge them to the user.

Mr. Johnson provided a brief description of how the City would charge per transaction.

Mayor Davis stated Council may need to have a work session to discuss the credit card charges and have actual figures to discuss.

Mrs. Yates stated citizens are asking what the City is doing to tighten its budget and this is one of those things that could be explained that the City is doing. She further stated if

the citizen wants the convenience of paying online, then those that utilize it should bear the cost.

Mayor Davis stated citizens could also wonder what services their taxes are paying for if they have to pay to utilize this service.

Mr. Green stated the City needs to be consistent, if there is going to be a charge for using credit cards online, there needs to be a charge for using one in person also.

Mr. Fisher stated Council needs to decide to what degree is the general citizen going to subsidize the rest of the citizens.

Mayor Davis stated the citizens of Colonial Heights appreciate and expect certain services that other localities have changed.

There was a brief discussion regarding the use of online payments to continue to increase in the future.

Mayor Davis suggested holding a work session to discuss the credit card transaction fees.

Mr. Wood provided information to Council regarding funding which was made available in 2007 to the Crater Planning District Commission to make Fort Lee more accessible. He stated the contracts for the projects were fulfilled \$2 million under budget. He further stated the \$2 million can be identified to improve the Temple Avenue Corridor. He suggested Council taking action expressing the City's interest in the \$2 million, in form of a resolution and a letter, staying in the vicinity and be utilized for the Temple Avenue Corridor, and possibly the new interchange at I-95.

There was a brief discussion regarding the cost for the Temple Avenue/I-95 Interchange and the funding available.

Mr. Wood stated there will be competition for the \$2 million for other improvements along the Temple Avenue Corridor. He further stated any extra funding left from projects is being utilized or is earmarked for other projects outside of the area.

Mayor Davis stated if the funding could be obtained from the MPO, it would show that the Temple Avenue/I-95 Interchange is a regional effort and possibly assist in having additional funding re-routed through the Commonwealth Transportation Board. He further stated any funding which can be received for the project would assist in having it completed sooner than 6 years.

Mr. Wood stated the primary thing to do is to make sure that the Virginia Department of Transportation does not reallocate these funds for improvements in another part of the state.

There was a brief discussion regarding the urgency of having a letter and resolution approved to send to the City's legislators.

A motion was made by Mr. Wood, seconded by Mayor Davis, for Council to send a letter now and a resolution, for the March 13, 2012 meeting, to Delegate Kirk Cox, requesting the \$2 million remain in the region and be utilized to upgrade the Temple Avenue/I-95 Interchange, which serves the entire area.

In response to a question from Mr. Fisher, Mayor Davis stated he would like to have the letter be sent to Senator Martin and Delegate Cox.

<u>Vote:</u>	7-0
Yes:	Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	Freeland, Jr. Frenier

Motion UNANIMOUS PASS.

4. Adjournment of Special Meeting.

A motion to adjourn the Special Meeting was made by Mr. Frenier, seconded by Mr. Freeland, and carried unanimously on voice vote at 8:34 P.M.

APPROVED:

C. Scott Davis, Mayor

ATTEST:

DeAnna D. Atkins, City Clerk

CITY OF COLONIAL HEIGHTS, VIRGINIA
Special Meeting of City Council
Tuesday, March 13, 2012

1. Call to Order.

The Special Meeting of City Council was called to order by Mayor Davis at 6:30 P.M.

2. Roll Call.

Present: **Councilman Milton E. Freeland, Jr.**
 Councilman Kenneth B. Frenier
 Councilman John T. Wood
 Councilwoman Diane H. Yates
 Mayor C. Scott Davis

Absent: **Councilman W. Joe Green, Jr. (Arrived at 6:33 P.M.)**
 Vice Mayor Elizabeth G. Luck (Arrived at 6:34 P.M.)

Also Present: **Mr. Thomas L. Mattis, City Manager**
 Mr. Hugh P. Fisher, III, City Attorney
 Mr. William E. Johnson, Director of Finance

3. Special Meeting for the purpose of:

A. Holding a closed meeting pursuant to the Code of Virginia in accordance with the following provision:

- **Section 2.2-3711.A.1, to discuss and consider appointments to the Planning Commission and Board of Architectural Review.**

The Clerk announced the purpose of the meeting.

A motion to go into closed session was made by Mrs. Yates, seconded by Mr. Frenier, and carried unanimously on voice vote at 6:31 P.M.

4. Voice Vote – come back into Open Session.

A motion to reconvene in open session was made by Mrs. Yates, seconded by Mr. Freeland, and carried unanimously on voice vote at 6:59 P.M.

5. The Council has been in a closed meeting pursuant to the Code of Virginia in accordance with the following provisions:

- **Section 2.2-3711.A.1, to discuss and consider appointments to the Planning Commission and the Board of Architectural Review.**

6. Each member will now certify that to the best of the member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the act and identified in the motion pursuant to which the closed meeting was convened were heard, discussed or considered. Any members who do not intend to so certify shall state now, for the minutes, their reasons.
7. Roll Call. An affirmative vote shall constitute certification of compliance.

Vote:

7-0

Yes:

Freeland, Jr.

Frenier

Green, Jr.

Luck

Wood

Yates

Davis

No:

None

Abstained:

None

Absent:

None

Motion UNANIMOUS PASS.

As a result of the closed meeting, a motion was made by Mayor Davis, seconded by Mrs. Luck, to make the following appointments:

Board of Architectural Review

Mrs. William Kollman (Planning Commission Representative)

Planning Commission

Mrs. Rita C. Schiff

Vote:

7-0

Yes:

Freeland, Jr.

Frenier

Green, Jr.

Luck

Wood

Yates

Davis

No:

None

Abstained:

None

Absent:

None

Motion UNANIMOUS PASS.

8. Adjournment of Special Meeting.

A motion to adjourn the Special Meeting was made by Mrs. Luck, seconded by Mrs. Yates, and carried unanimously on voice vote at 7:01 P.M.

APPROVED:

C. Scott Davis, Mayor

ATTEST:

DeAnna D. Atkins, City Clerk

CITY OF COLONIAL HEIGHTS, VIRGINIA
Regular Meeting of City Council
Tuesday, March 13, 2012

1. Call to Order.

The Regular Meeting of City Council was called to order by Mayor Davis at 7:01 P.M.

2. Roll Call.

The following members of Council and Council's staff were present for roll call by the Clerk:

Present:

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

Absent:

None

Also Present:

Mr. Thomas L. Mattis, City Manager
Mr. Hugh P. Fisher, III, City Attorney

Mr. William E. Johnson, Director of Finance
Mrs. Jennifer N. Carpenter, Director of Human Resources
Mr. Jeffrey W. Faries, Chief of Police
Mr. Bruce N. Hansen, Library Director
Mr. George W. Schanzenbacher, Director of Planning
Mr. William E. Henley, Director of Public Works/Engineering
Mr. Craig R. Skalak, Director of Recreation and Parks

3. Devotion.

A devotional prayer was led by Councilwoman Yates.

4. Pledge of Allegiance.

The Pledge of Allegiance was led by Councilwoman Yates.

5. Adoption of Agenda.

A motion to adopt the agenda, as presented, was made by Mr. Green and seconded by Mrs. Luck.

<u>Vote:</u>	7-0
Yes:	Freeland, Jr. Frenier Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

6. Declarations of Personal Interest.

Mr. Green read a Declaration of Personal Interest with regard to his residential location near the Courthouse property, which was filed with the Clerk.

Mr. Frenier read a Declaration of Personal Interest with regard to his part-time employment with the Fire/EMS Department, which was filed with the Clerk.

Mr. Wood read a Declaration of Personal Interest with regard to his residential location near the former church property (the proposed site of the new Courthouse), which was filed with the Clerk.

7. Commendations and Presentations.

A. Presentation of Resolution No. 12-11. In memory of Harry Hargis, Jr.

Mayor Davis read Resolution No. 12-11 in its entirety.

A motion was made by Mr. Wood, seconded by Mrs. Luck, to adopt Resolution No. 12-11, as presented.

A RESOLUTION NO. 12-11

In memory of Harry B. Hargis, Jr.

WHEREAS, Harry B. Hargis, Jr., the son of Frances Cocke Hargis and Harry Burns Hargis, Sr., passed away on February 9, 2012, leaving behind his loving wife of 50 years, Dorothy "Hookie" Dobyns Hargis; two sons, Will and his wife, Kirsten, and Chuck and his wife, Gretchen; and nine grandchildren; and

WHEREAS, Mr. Hargis attended Roanoke College and served four years in the United States Marine Corps Reserves; and in 1999, after 31 years of service, retired as a Project Manager with the Virginia Department of Business Assistance; and

WHEREAS, Mr. Hargis will be remembered for his dedicated years of service to the City of Colonial Heights – as a member of the Planning Commission since 1993, serving as its Chairman since 2003; as a member of the Appomattox River Greenway Project Advisory Committee, Colonial Heights Historical Society, City Wetlands Board, Economic Development Authority, John Tyler Community College Board, and as a volunteer Sentinel with the Colonial Heights Police Department; and

WHEREAS, along with Mr. Hargis's public service, he also was a member of St. Michael's Episcopal Church, as well as serving as a member of the Boy Scouts of America, the Parent-Teacher Association at North Elementary School, and the Colonial Heights Swim and Yacht Club; and

WHEREAS, more importantly, Mr. Hargis will be remembered as a devoted family man, who enjoyed time spent with his children and grandchildren, playing golf, reading and traveling with his wife, Hookie; NOW, THEREFORE,

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

1. That Council expresses its heartfelt sympathy to the family of Harry B. Hargis, Jr., and on behalf of the City, its gratitude for his public service and commitment to the community.

2. That, in attestation of the high regard in which the memory of Harry B. Hargis, Jr. is held, this resolution is read into the minutes of this meeting and permanent record of the City of Colonial Heights, this 13th day of March, 2012; and the members unanimously affix their signatures.

<u>Vote:</u>	7-0
Yes:	Freeland, Jr. Frenier Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

B. Presentation of Team of the Month Award for February 2012 to Russell Woodburn and Lisa Christie, Recreation and Parks Department.

Mayor Davis recognized Mr. Woodburn and Mrs. Christie, read the commendation in its entirety and presented them with a certificate and a small token of appreciation from the City.

Mr. Harris expressed appreciation to his co-workers and the volunteers at the Violet Bank.

C. Presentation of Proclamation in Support of the After Prom Celebration 2012 and presentation of donations.

Mayor Davis recognized Mrs. Anna Ponder, Co-Chairman of the 2012 CHHS After Prom Steering Committee, read the proclamation in its entirety and presented her with a donation from the City.

Mrs. Ponder expressed appreciation to the City for their support and passed out information on the school's fundraiser.

D. Presentation of Proclamation Designating the Month of April 2012 as "Child Abuse Prevention Month" in the City of Colonial Heights, Virginia.

Mayor Davis recognized Mrs. Sophie Benkendorf and read the proclamation in its entirety.

Mrs. Benkendorf expressed appreciation and stated she is honored to be a part of the Child Abuse Taskforce.

8. Reading of Manner of Addressing Council.

The City Attorney read the Manner of Addressing Council.

Mayor Davis recognized Mrs. Sandra Coleman who was present in the audience representing the School Board.

9. Written Petitions and Communications.

A. Address Council Regarding Congestion on Charles Dimmock Parkway – Mr. Stephen Mansell, 1563 Brunswick Road, Blackstone, VA.

Mr. Stephen Mansell, 1563 Brunswick Road, Blackstone, Virginia, stated Colonial Heights is a retail hub for surrounding localities. He further stated the exit from Walmart onto Charles Dimmock Parkway is dangerous due to the configuration of the turning lanes. He suggested changing the configuration by adding a barrier to prevent drivers from going into the wrong lane when attempting to make a left turn out of Walmart.

Mayor Davis stated the lane in which Mr. Mansell turned into is designated for vehicles going down Charles Dimmock Parkway to make a left turn into the Best Buy shopping center. He clarified Mr. Mansell's concern that there is no place for individuals to turn into from Walmart onto Charles Dimmock Parkway.

There was a brief discussion regarding possible solutions to remedy the traffic issues on Charles Dimmock Parkway.

Mayor Davis expressed appreciation to Mr. Mansell for attending the meeting and expressing his concerns. He stated management has heard those concerns and will look into an alternative to address them.

In response to a question from Mr. Green, Mr. Mansell stated a broken yellow line showing how traffic is supposed to flow from the Walmart parking lot onto Charles Dimmock Parkway would have helped him go into the correct lane.

B. Address Council Regarding Regional Transit for Senior Citizens – Ms. Lynn Evans, 631-B Hamilton Avenue, Colonial Heights, VA.

Ms. Lynn Evans, 631-B Hamilton Avenue, stated she moved to Colonial Heights about a year ago and she has never felt so comfortable so quickly anywhere she has lived. She further stated she misses not being able to use public transportation. She provided details about the City of Richmond's public transportation system and the areas it serves. She stated the Central Virginia Region is home to 1.3 million people and 73 percent commute in single occupant vehicles, which creates congestion and environmental concerns as well. She further stated mass transit could offer a solution to these problems. She provided statistics for MARTA, the mass transit system in Atlanta, Georgia. She proposed a similar system for the Central Virginia Region with hubs being established at train stations in Ashland, Henrico, Richmond, Ettrick and Petersburg and buses could take passengers to transfer points into the areas they need to go. She stated a mass transit system in the Central Virginia Region would greatly reduce the congestion and environmental problems and provide transportation for citizens who do not have it otherwise.

Mayor Davis expressed appreciation to Ms. Evans for attending the meeting and stated he is familiar with mass transportation in Atlanta and Boston. He further stated Boston received federal and state funding to put roadways underground and clean up the City. He stated the Richmond bus system is in need of funding in order to continue operating or they are going to raise rates. He further stated the City of Petersburg has area transit which meets in Chesterfield or Richmond. He stated the cost of mass transit for the City is very costly and the City would have to study to see how many citizens would utilize the transportation before investing into it.

In response to a suggestion by Mayor Davis, Ms. Evans stated she is unable to utilize the transportation available through the Recreation Department due to not having a companion to go along with her as she is in a wheelchair.

Mayor Davis stated mass transit in the City would be very costly. He further stated the mass transit systems in Atlanta and Boston have been in existence for a very long time.

There was a brief discussion regarding the bus fare in Richmond and Atlanta and the cost of the mass transit system to the participating localities.

In response to a question from Mr. Green, Ms. Evans stated if transportation was offered, she would utilize it to go to church, the mall, the grocery store, and medical appointments.

Mr. Green stated the City once participated with the Petersburg Transit before it became cost prohibitive due to budget cutbacks. He further stated Council can see what resources are available for transportation and what is affordable in the future.

Ms. Evans stated she does not feel safe crossing Conduit Road or going to Southpark. She further stated she cannot go east of Conduit Road or north of the Courthouse which means there is no grocery store available to her.

Mr. Green expressed appreciation to Ms. Evans for bringing the mass transit idea to Council's attention. He further stated Council does not have an immediate solution but is receptive when resources become available.

10. Advertised Public Hearings.

A. Public Hearing as advertised in *The Progress-Index* on Sunday, February 12, 2012.

A RESOLUTION NO. 12-6. Adopting the City of Colonial Heights' Housing and Community Development Annual Action Plan and Budget for 2012-2013.

A motion for adoption of Resolution No. 12-6 was made by Mr. Frenier and seconded by Mrs. Luck.

Mrs. Jamie Sherry provided a brief description of Resolution No. 12-6.

In response to a question from Mr. Frenier, Mrs. Sherry stated there is some leniency in the program to allow a recipient to receive funds within the five-year window if ineligible applicants are received; however, there are normally an abundance of applications received.

Mr. Freeland stated the CDBG Program has made tremendous progress over recent years and is now a good program for City residents.

Vote:

7-0

Yes:

Freeland, Jr.

Frenier

Green, Jr.

Luck

Wood

Yates

Davis

No:

None

Abstained: **None**
Absent: **None**

Motion UNANIMOUS PASS.

11. Hearing of Citizens Generally on Non-Agenda Issues.

There were none.

12. Consideration of Uncontested Minutes, Ordinances, Resolutions, and Motions in Accordance with the Consent Agenda.

A. Approval of Minutes:

1. **Council Retreat, January 20 – 21, 2012.**
2. **Special Meeting, February 14, 2012.**
3. **Regular Meeting, February 14, 2012.**

B. Adoption of:

AN ORDINANCE NO. 12-FIN-4. (Second Reading). To amend the General Fund Budget for the fiscal year beginning July 1, 2011, and ending June 30, 2012, to appropriate \$30,058, of which \$2,000 in grant funds is to be appropriated to the Police Department for D.A.R.E. and crime prevention materials; \$20,160 is to be appropriated to the Fire & EMS Department, \$5,000 coming from a grant to be used to subsidize the salary for the Assistant Emergency Manager, \$5,160 in received tuition payments to be used to replace training equipment and to sustain classes, and \$10,000 of donated funds to be used to renovate the Public Safety Emergency Operations Center; and \$7,898 to be appropriated to the Office of the Commonwealth Attorney, such funds coming from forfeited assets.

A motion for adoption of the Consent Agenda, as presented, was made by Mr. Green and seconded by Mrs. Luck.

Vote:	7-0
Yes:	Freeland, Jr. Frenier Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

13. Introduction and Consideration of Ordinances and Resolutions.

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AN ORDINANCE NO. 12-FIN-5. (First Reading). To amend the General Fund Budget for the fiscal year beginning July 1, 2011, and ending June 30, 2012, to appropriate \$10,000 in donated funds to the Library to be used to upgrade equipment and for reading programs.

A motion for adoption of Ordinance No. 12-FIN-5 was made by Mr. Green and seconded by Mrs. Luck.

Mayor Davis provided a brief explanation of Ordinance No. 12-FIN-5 and stated the summer reading program was a great asset to the City.

<u>Vote:</u>	7-0
Yes:	Freeland, Jr. Frenier Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

AN ORDINANCE NO. 12-FIN-6. (First Reading). To amend the Capital Projects Fund Budget to appropriate \$300,000 to Streets and Bridges; \$150,000 for the Dupuy Avenue Modernization Project, and \$150,000 for the Lakeview Avenue Modernization Project; such funds coming from the Commonwealth.

A motion for adoption of Ordinance No. 12-FIN-6 was made by Mrs. Luck and seconded by Mrs. Yates.

Mr. Wood expressed appreciation, on behalf of the City, for the other member jurisdictions of the Tri-Cities Metropolitan Planning Organization for their cooperation in the allocation of a portion of funding to benefit access into the region.

<u>Vote:</u>	7-0
Yes:	Freeland, Jr. Frenier Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

A RESOLUTION NO. 12-10. Relating to the allocation of grant funding from the Virginia National Defense Industrial Authority to the Crater Planning District Commission to assist with Fort Lee BRAC expansion transportation improvement projects.

Mr. Wood suggested that Council table Resolution No. 12-10 due to new figures which has been received and the actual funds available is \$1.2 million. He stated the funds, which have been left over from projects to enhance access to Fort Lee, must be utilized in a short time frame and are ineligible to be banked for other projects. He further stated the available funds have not been designated for any specific projects, and it may be premature to address a resolution to the General Assembly until a specific project is identified.

Mayor Davis stated that there had been conversations with Delegate Cox's office regarding this resolution. He further stated he agrees with tabling Resolution No. 12-10. He stated a letter was sent on behalf of Council to Senator Martin and Delegate Cox.

Mr. Wood stated he will be made aware of a better time in which the various localities may wish to weigh in on the funds for regional projects.

A RESOLUTION NO. 12-12. Authorizing the City Manager or his designee to execute a Standard Contract for Services with Tetra Tech EM Inc. for environmental services.

A motion for adoption of Resolution No. 12-12 was made by Mayor Davis and seconded by Mr. Freeland.

Mayor Davis provided a brief description of Resolution No. 12-12.

Vote:	7-0
Yes:	Freeland, Jr. Frenier Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

A RESOLUTION NO. 12-13. Authorizing the City Manager to execute an amendment to the Interim PPEA Agreement/CM Construction Contract with Kenbridge

Construction Company, Inc., providing for a Guaranteed Maximum Price of \$15,999.000.

A motion for adoption of Resolution No. 12-13 was made by Mayor Davis and seconded by Mr. Freeland.

Mayor Davis provided a brief explanation of Resolution No. 12-13 and stated Item 15.A.1. would be discussed along with the resolution. He recognized Mr. Richard Roberts of Kenbridge Construction Company, Inc. and expressed appreciation for his attendance at the meeting.

Mr. Mattis stated Resolution No. 12-13 represents the last legislative step in proceeding with the construction of the Courthouse. He further stated the project is on target for being completed according to the City's timeline within the projected budget. He provided the background of the major steps of the project over the last couple of years. He stated the committees formed to help throughout the process of the project, helped avoid conflict, and provided opportunities for input from both the users of the building and the community. He further stated staff has addressed concerns which have been brought forward. He stated the City Engineer has done a great job in getting the project to this point and containing costs. He further stated staff has finalized the negotiation of the comprehensive agreement and needs Council's approval to move forward.

Mayor Davis stated there are line items in the contract which estimate the costs for each item which allows staff to select certain building items.

Mr. Mattis stated that as staff moves forward in the process, the building community will be engaged to discuss the specific details of the Courthouse, such as colors of paint and carpet. He provided an example of how the perimeter fence will look. He stated the fence will have trees and shrubs on both sides to provide additional security.

Mr. Wood stated the perimeter fencing will be helpful to the Sheriff's Office to help reduce the traffic utilizing the rear of the property to access the Courthouse. He expressed appreciation to staff for including a perimeter fence in the project. He stated he is looking for the project to be functional, aesthetic and reasonably priced.

Mr. Mattis stated that the staff will be planning the groundbreaking for the Courthouse project for the first week of May.

In response to a question from Mrs. Luck, Mr. Henley stated there is a provision for liquidated damages, which states if the project is not completed by a certain date, the contractor is charged a fine for each day over the deadline.

Mr. Mattis stated there is no bonus for the contractor to finish the project early.

Mayor Davis stated the not to exceed price means that in order for the City to go over \$16 million, the City has to request a change order, but it cannot be initiated by the contractor.

Mr. Mattis stated there is a contingency built into the contract amount to cover some change orders.

Mayor Davis stated the contract does not involve the furnishings for the Courthouse.

In response to a question from Mr. Freeland, Mr. Henley stated the Courthouse will meet LEED Certification at the silver level.

Mr. Mattis stated that the two buildings acquired by the City at the southwest corner of Dupuy Avenue and the Boulevard will be demolished by the first week of May.

Mayor Davis stated the funding for the demolition of those buildings is coming from the Boulevard Modernization Project.

Mr. Mattis stated the City is paying to take the power to the Courthouse underground to eliminate the need for the poles in front of the building.

There was a brief discussion regarding the removal of the utility poles along the Boulevard and the cost to the City.

Mrs. Luck stated in 2000, the City received an estimate from Dominion Virginia Power to remove all of the power lines along the Boulevard of \$4 million.

There was a brief discussion regarding the date of the groundbreaking ceremony for the Courthouse and Mr. Mattis stated Council will be notified of the date.

In response to a question from Mr. Wood, Mr. Mattis stated the decisions on the color, textures and materials utilized in the Courthouse will be made by the Building Committee and a report will be made back to Council.

In response to questions from Mr. Wood, Mr. Richard Roberts, of Kenbridge Construction stated he is comfortable with the timeline set for the construction of the Courthouse and the funding available for the Courthouse will not strain his company to accomplish it. He further stated there is nothing in the design of the Courthouse which he feels is problematic.

Mr. Wood suggested that great attention be paid to the area where the roof meets the walls, especially around the portion of the building which will have a flat roof rather than a pitched roof. He stated the worse thing in modern construction is to spend money for the construction of a new building which has a leak. He further stated the previous building which was on the site had a local Masonic Lodge that participated in the laying of the cornerstone of the building and they have requested having a ceremony to commemorate the laying of the first block of the Courthouse.

Mayor Davis stated the cornerstone of the old church will be placed in the vestibule of the new Courthouse.

Mr. Wood stated if the City does have a ceremony, there is a local Masonic Lodge which participated in the laying of the cornerstone of the church and would like to participate in the laying of the cornerstone of the Courthouse on the same site.

In response to a question from Mayor Davis, Mr. Wood stated the local Masonic Lodge would like to participate in the laying of the cornerstone of the Courthouse on the same site as they did with the church.

Mayor Davis suggested placing pieces of the history of Colonial Heights in the foyer of the Courthouse.

Mr. Mattis stated there will be further discussions regarding what will be placed in the foyer of the Courthouse along with the different ceremonies which will be held.

In response to a question from Mayor Davis, Mr. Wood stated the Masonic Lodge is more interested in being able to have a ceremony to lay the cornerstone of the Courthouse.

Mr. Green stated the Historical Committee has valuable ideas for the foyer of the Courthouse and is ready to assist in any way.

<u>Vote:</u>	7-0
Yes:	Freeland, Jr. Frenier Green, Jr. Luck Wood Yates Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

Mr. Henley expressed appreciation for Mr. Roberts attending the meeting.

14. Unfinished Business, Contested Ordinances and Resolutions, and Items Removed from the Consent Agenda.

A RESOLUTION NO. 12-5. To amend the “Schedule of Parks and Recreation Fees and Policy Relating to Youth Activities.”

A motion for adoption of Resolution No. 12-5 was made by Mayor Davis and seconded by Mr. Green.

Mayor Davis provided a brief explanation of Resolution No. 12-5.

In response to a question from Mr. Green, Mr. Skalak stated fees will not be charged for use of the skateboard park.

Mrs. Yates expressed a concern regarding allowing non-resident adults to participate in numerous activities through the Recreation and Parks Department.

In response to questions from Mrs. Yates, Mr. Skalak stated there are two different types of programs available; budgeted and non-budgeted. He further stated the

budgeted programs are for City residents only. He stated the non-budgeted programs are self-sufficient programs and do not have residency restrictions. He provided details for surrounding localities' residency/non-residency restrictions and registration costs. He stated the fee is charged per person per activity which they participate in.

In response to a question from Mr. Wood, Mr. Skalak stated he does not anticipate that broader non-resident participation will have a negative impact on the participation of the City's residents.

Vote:	7-0
Yes:	Freeland, Jr.
	Frenier
	Green, Jr.
	Luck
	Wood
	Yates
	Davis
No:	None
Abstained:	None
Absent:	None

Motion UNANIMOUS PASS.

15. Reports of Officers and Documents Related Thereto.

A. City Manager.

- 1. Review of construction cost Guaranteed Maximum Price (GMP) for Courthouse Project and associated contract amendment; and authorization to proceed with construction.**
- 2. Report on current-year tax revenue projections and update on FY2012-23 Budget Development.**

Mr. Mattis provided a brief explanation of the FY2011-2012 end of year budget projections.

- 3. Update on new Solid/Waste Recycling Collection services and programs.**

There was a brief discussion regarding the progress being made on the solid/waste recycling collection services contract.

4. Council Work Session – March 20, 2012.

Mr. Mattis stated there will not be a Council Work Session on March 20, 2012.

Mr. Green stated he would be absent from the April 10, 2012, Council meeting.

5. General Activity Report and/or Project Update.

B. City Attorney.

Mr. Fisher stated the Roslyn Farm deeds have been finalized and recorded. He further stated he is hopeful to have the legal assistant position filled within the next month.

C. Director of Planning and Community Development.

1. Actions, Regular Meeting of Planning Commission, March 6, 2012.
2. Minutes, Regular Meeting of Planning Commission, December 7, 2011.

Mr. Schanzenbacher provided a brief review of the March 6, 2012, Planning Commission meeting.

Mayor Davis stated he has received many compliments regarding the new wayfinding signs.

In response to a question from Mr. Frenier, Mr. Mattis stated the City can place information regarding public hearings on their Facebook page.

16. Consideration of Claims.

17. Adjournment.

A motion to adjourn the Regular Meeting was made by Mr. Green, seconded by Mr. Frenier and carried unanimously on voice vote at 9:27 P.M.

APPROVED:

C. Scott Davis, Mayor

ATTEST:

DeAnna D. Atkins, City Clerk

AN ORDINANCE NO. 12-FIN-5

To amend the General Fund Budget for the fiscal year beginning July 1, 2011, and ending June 30, 2012, to appropriate \$10,000 in donated funds to the Library to be used to upgrade equipment and for reading programs.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Sections 1 and 2 of Ordinance No. 11-FIN-6, 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, 2011, and ending June 30, 2012, 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)	\$ 142,210
Administrative (City Manager)	309,143
Legal (City Attorney)	219,869
Tax Collections	435,102
Finance	6,094,244
Information Technologies	225,492
Board of Elections	129,110
Judicial	4,407,980
Public Safety	7,860,799
Public Works	3,079,899
Health and Social Services	707,559
Parks and Recreation	1,454,578
Cultural Enrichment	97,265
Library	603,463
Community Development	473,381
Human Services	366,320
Nondepartmental	500,919
Debt Service	2,843,192
Operating Transfers Out	19,043,934
TOTAL	\$48,994,459 49,004,459

2. That the foregoing appropriation is based upon the following revenue estimates for the fiscal year beginning July 1, 2011:

General Property Taxes	\$21,283,149
Other Local Taxes	14,996,861
Licenses, Permits & Fees	3,368,705
Fines and Forfeitures	693,000
Use of Money & Property	158,000
Intergovernmental Revenues	6,317,651
Charges for Current Services	1,227,954
Miscellaneous	318,662
Restricted Fund Balance – After School Program	400
Restricted Fund Balance – Violet Bank	11,500
Restricted Fund Balance – Asset Forfeiture	14,841
Restricted Fund Balance – Police	1,175
Restricted Fund Balance – Fire	21,483
Restricted Fund Balance – Senior Citizen	
Transportation	20,000
Restricted Fund Balance – Library	12,000
Fund Balance	22,000
TOTAL	\$49,078
	\$48,994,459 49,004,459

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

COLONIAL HEIGHTS PUBLIC LIBRARY

Bruce Hansen
Library Director

1000 Yacht Basin Drive
Colonial Heights, VA 23834

February 16, 2012

TO: Tom Mattis, City Manager
FROM: Bruce Hansen, Library Director
SUBJECT: Library Donations

This is to request that City Council approve at their March meeting the transfer of \$10,000 from the Library's donation account (Acct. 1701-3209) to the Library's operational budget for the following expenses:

- \$2,000 for unexpected telephone system repair
- \$4,000 for the Library's annual and summer reading program
- \$4,000 for replacement of four public computer center computers

Thank you for your consideration and effort toward this request.

AN ORDINANCE NO. 12-FIN-6

To amend the Capital Projects Fund Budget to appropriate \$300,000 to Streets and Bridges; \$150,000 for the Dupuy Avenue Modernization Project, and \$150,000 for the Lakeview Avenue Modernization Project; such funds coming from the Commonwealth.

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Sections 2 and 3 of Ordinance No. 11-FIN-2, the Capital Projects Fund Budget, be, and are hereby, amended and reordained as follows:

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

GENERAL GOVERNMENT

Beautification Committee/Tourism	\$ 18,830
Courts Building Construction/A & E	23,015,000
Boulevard Redevelopment	29,237
Fire Apparatus	900,000
Ambulance	<u>218,525</u>
SUBTOTAL	\$24,181,592

RECREATIONAL FACILITIES

Facilities Masterplan/Improvements	57,238
Appomattox River Greenway Trail	<u>859,900</u>
SUBTOTAL	\$ 917,138

STREETS AND BRIDGES

Highway Construction Fund (Local Share)	\$ 12,561
Redevelopment Project	53,292
Bruce Avenue Drainage	261,503
Boulevard Widening – North End	439
Boulevard Enhancement Project	275,000
Dupuy Boulevard Intersection	5,376,898
Signal Coordination –	
Temple/Sherwood	463,837
Safe Routes to School	314,948
Traffic Signal – Dimmock Parkway	255,000
ARRA Funding – Southpark Paving	686,070
Dimmock/Southpark Boulevard Turn Lane	177,217
<i>Dupuy Avenue Modernization Project</i>	150,000
<i>Lakeview Avenue Modernization Project</i>	<u>150,000</u>
SUBTOTAL	\$ 7,876,765
	8,176,765

TRANSFERS

Transfer to School CIP Program	\$ 813,024
SUBTOTAL	<u>\$ 813,024</u>
 TOTAL	\$33,788,519
	<u>34,088,519</u>

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

REVENUES

Grant Funds	\$ 959,554
	1,259,554
Future Bond Issues:	
General Fund	23,165,000
Future Capital Lease	0
Restricted Fund Balance—Fire Apparatus	146,025
General Fund	<u>125,000</u>
SUBTOTAL	\$24,395,579
	24,695,579

CONTINUING APPROPRIATED PROJECTS

General Fund	\$ 9,392,940
SUBTOTAL	\$ <u>9,392,940</u>
 TOTAL	\$33,788,519
	<u>34,088.519</u>

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

RESOLUTION NO. 12-16

A resolution to Petition the Department of Conservation and Recreation of the Commonwealth of Virginia to include the dredging of the Appomattox River in Petersburg, Virginia in the Virginia Outdoors Plan for 2013.

WHEREAS, the City of Colonial Heights is a city within the Commonwealth of Virginia that borders the Appomattox River; and

WHEREAS, the City supports adding language in the Virginia Outdoors Plan for the City of Petersburg's effort to have the harbor area of the river dredged for the economic, tourism, employment and recreational benefits it will create; and

WHEREAS, the Virginia Outdoors Plan is the official document for open space planning, conservation of land, and outdoor recreation, serving as a guide for increasing opportunities for outdoor recreation for all Virginians and many tourists, along with creating jobs; and

WHEREAS, the City of Colonial Heights supports adding language in the Virginia Outdoors Plan that references the reestablishment of the navigational channel and harbor in the Appomattox River in downtown Petersburg to an acceptable depth that will allow for commercial and recreational use; NOW, THEREFORE,

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

1. That the City Council petitions the Department of Conservation and Recreation of the Commonwealth of Virginia to include the dredging of the Appomattox River in Petersburg, Virginia as a provision of the Virginia Outdoors Plan for 2013.
2. That this Resolution shall take effect upon approval.

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

RESOLUTION NO. 12-17

A Resolution making an irrevocable election not to participate in the Line of Duty Act Fund.

WHEREAS, pursuant to Item 258 of the Appropriations Act, paragraph B, the Virginia General Assembly has established the Line of Duty Act Fund (the “Fund”) for the payment of benefits prescribed by and administered under the Line of Duty Act (Va. Code § 9.1-400 et seq.); and

WHEREAS, for purposes of administration of the Fund, a political subdivision with covered employees (including volunteers pursuant to paragraph B2 of Item 258 of the Appropriations Act) may make an irrevocable election on or before July 1, 2012, to be deemed a non-participating employer fully responsible for self-funding all benefits relating to its past and present covered employees under the Line of Duty Act from its own funds; and

WHEREAS, it is the intent of the City of Colonial Heights to make this irrevocable election to be a non-participating employer with respect to the Fund;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Colonial Heights hereby elects to be deemed a non-participating employer fully responsible for self-funding all benefits relating to its past and present covered employees under the Line of Duty Act from its own funds; and it is further

RESOLVED that the Police Department, the Sheriff’s Office, the Fire and EMS Department and any person duly designated as a member of the City’s official safety program, to the best of the knowledge of the City of Colonial Heights, constitute the population of its past and present covered employees under the Line of Duty Act; and it is further

RESOLVED that, as a non-participating employer, the City of Colonial Heights agrees that it will be responsible for, and reimburse the State Comptroller for, all Line of Duty Act benefit payments (relating to existing, pending or prospective claims) approved and made by the State Comptroller on behalf of the City of Colonial Heights on or after July 1, 2010; and it is further

RESOLVED that, as a non-participating employer, the City of Colonial Heights agrees that it will reimburse the State Comptroller an amount representing reasonable costs incurred and associated, directly and indirectly, with the administration, management and investment of the Fund; and it is further

RESOLVED that the City of Colonial Heights shall reimburse the State Comptroller on no more than a monthly basis from documentation provided to it from the State Comptroller.

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



CITY OF COLONIAL HEIGHTS

DEPARTMENT OF FINANCE

William E. Johnson
Director

Kathy L. Sparks
Deputy Director

City Hall · 201 James Avenue · P.O. Box 3401
Colonial Heights, Virginia 23834

To: Thomas L. Mattis, City Manager
From: William E. Johnson, Director of Finance
Date: 3/27/2012
RE: Line of Duty Act

As we have discussed, the Line of Duty Act provides public safety personnel with death and insurance benefits in case of death or disability in the line of duty. This State mandated program, covers our law enforcement officers, Sheriff, deputy sheriffs, emergency response team members and our volunteer members of the above groups. Benefits range from \$100,000 lump sum payment in cases of death to health insurance for life in cases of disability.

This program was transferred with a locality funding requirement in 2010 and is being administered by the Virginia Department of Accounts. The program funding for FY2010 was from a Virginia Retirement System (VRS) loan which will be required to be repaid over the next 5 years. The City's contribution for 2011 was made to VRS and is based on a pay-as-you-go basis based on the number of eligible employees/volunteers.

The City has until June 30, 2012 to decide whether to remain in the VRS pool or transfer membership into the VML Pool. Upon leaving the VRS pool, the City will accept full responsibility for any past claims, or any new claims received for this prior period. There is no coverage for prior claims if the locality knew or should have known about the claim. There are no current outstanding claims, but two possible employees are being notified that they may be eligible. We believe that one claim is unlikely covered, and we are unsure of any volunteer coverage liability.

The VRS Pool has been greatly reduced by those localities with no liabilities leaving and joining other pools. This has caused a large increase in projected costs and it is my recommendation that we consider joining the Virginia Municipal League Pool. The attached resolution is required for us to make this change from the VRS to VMLIP. Upon passage it is my recommendation that we do not submit the resolution form until June, to ensure that all known information is considered before we actually withdraw. Even with some current unknowns, I feel that this is the correct financial path to take at this point.

I am free to discuss further at your convenience.

A RESOLUTION NO. 12-18

Authorizing the City Manager to enter into the First Amendment to a Special Project Service Agreement with the Central Virginia Waste Management Authority for Residential Recycling and Drop-Off Processing Services.

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

1. That Thomas L. Mattis, City Manager, be, and is hereby, authorized to enter into, on behalf of the City, the First Amendment to a Special Project Service Agreement with the Central Virginia Waste Management Authority for Residential Recycling and Drop-Off Processing Services; a copy of which is attached to and made 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

RECYCLING COLLECTION

Q: What are the main differences in the new recycling program and how will it affect my current routine?

A: One of the biggest differences will be that curbside collection of recyclables will now happen **every other week instead of every week**. This change will not only be a cost-saving measure, but will also maximize service value and productivity; and will allow for new programs such as “Recycling | Perks”.

In addition, you will also receive a much larger recycling container – 96-gallons - that is on wheels and has a lid (very similar to your trash container). The new cart will not only allow for larger accumulation of recyclables, but will also provide a much cleaner and easier way to do so.

DRAFT

Q: How do I know which week is my recycling week?

A: You will receive a new collection calendar with the curbside recycling cart delivery. **Beginning July 7, your curbside recycling will be collected every other Friday**. You can subscribe to the collection reminders by email to receive an email the day before your curbside recycling collection by visiting www.cvwma.com

Q: When will I receive the new containers?

A: Delivery of the new curbside cart will begin the week of June 18, 2012

Q: What color is the new recycling cart?

A: Green, similar to the current color of the recycling bins.

Q: What if I would prefer to not have the 96-gallon container for recycling and want to keep my current bin, can I do that? Will the City still pick it up?

A: Yes. You may use your current recycling bin in addition to or in place of the new, larger 96-gallon cart.

RECYCLING COLLECTION (continued)

Q: What if I want a second recycling container? How much will it cost? How do I go about getting one?

A: Visit www.cvwma.com or call the Recycling Hotline at 340-0900 to purchase additional curbside recycling carts for \$65. The cart will be delivered and broken carts are repaired if damaged by the driver at no additional fee. Please note, if the cart is stolen, it will not be replaced by CVWMA. You will need to notify your local police. No refunds or returns.

Q: Can I get a smaller recycling cart?

A: No. The curbside 96-gallon cart is the only container provided at this time.

Q: What will happen to container/tub I have now? Can I keep it?

A: Yes. You can keep your current bin if you would like. If not simply place it with your recyclables and it will be picked up.

Q: What is the “Recycling | Perks” program?

A: “Recycling | Perks” is a program offered by the City’s recycling service provider (TFC) that allows residents to earn points for recycling! The points can be redeemed in discounts and coupons at local retailers and restaurants. For a look at how this will work visit www.recyclingperks.com

Q: Do I have to sign-up or create my own account on the TFC website to be eligible for the “Recycling | Perks” program?

A: Yes. Go to www.recyclingperks.com to learn more about the program and its benefits.

RECYCLING COLLECTION (continued)

Q: What are the basic recyclables that are currently collected? Will that change with the new program?

A: Items for curbside recycling remain the same, cardboard, mixed paper, steel & aluminum cans, plastic bottles with a 1 or 2 PETE or HDPE, and glass bottles and jars. There will be no change in the items collected

Q: Will my recycling cart be collected in the alley like the trash?

A: No. As has always been the case, the recycling program is curbside only (Some customers do receive trash collection in their alley and that practice will continue with trash; but recyclables will only be collected curbside).

Q: Can I use my recycling cart for trash?

A: No. The trash collectors will not collect from the green recycling carts.

Q: I recently purchased my own 96-gallon recycling cart through CVWMA/TFC not knowing the City was implementing this program. Can I get my money back ?

A: Yes. Colonial Heights residents who already have purchased a ninety-six gallon recycling cart in this manner will receive a refund.

**FIRST AMENDMENT TO SPECIAL PROJECT SERVICE AGREEMENT FOR
RESIDENTIAL RECYCLING AND DROP-OFF PROCESSING SERVICES**
between
CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY
and
PARTICIPATING LOCAL JURISDICTIONS

WHEREAS, the Central Virginia Waste Management Authority (hereinafter "CVWMA") and Tidewater Fibre Corporation (hereinafter "CONTRACTOR") entered into Residential Recycling and Drop-Off Services Contract (hereinafter "Contract") beginning July 1, 2009, and

WHEREAS, the Central Virginia Waste Management Authority executed a Special Project Service Agreement (hereinafter "Agreement") with certain "Participating Local Jurisdictions" listed below for Residential Recycling and Drop-Off Services, and

WHEREAS, the CVWMA and the CONTRACTOR agreed to the First Addenda to the Contract to amend the definition of a Recycling Container and include the definition of a Cart and to modify the recycling container purchase and delivery fees authorized under the Contract effective April 2011 ; and

WHEREAS, the CVWMA and the CONTRACTOR agreed to the Second Addenda to the Contract to modify the compensation terms for the processing of Drop-Off material; and

WHEREAS, the CVWMA and the CONTRACTOR agreed to the Third Addenda to the Contract to modify the fee schedule to include for the Contractor to provide 96-gallon carts for Participating Local Jurisdictions converting from weekly collection to bi-weekly collection and including the Contractor provided RecyclingPerks™ as a rewards program for curbside recycling; and

WHEREAS, CVWMA and the Participating Local Jurisdictions have agreed to modify the allocation of the revenue received by each from the Drop-Off payments by the Contractor as specified in the Agreement.

NOW THEREFORE, in consideration of the forgoing recitals and the mutual covenants hereinafter provided:

BE IT RESOLVED that this addendum to the Agreement is made by and between CVWMA, its successors and assigns, having its principal place of business at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227, and (if executed on the appropriate page 4 – End - Signature page of this Addenda)

COUNTY OF CHESTERFIELD (CHE),
COUNTY OF GOOCHLAND (GCH),
COUNTY OF HANOVER (HAN),
COUNTY OF HENRICO (HEN),
COUNTY OF NEW KENT (NKT),
COUNTY OF POWHATAN (POW),
COUNTY OF PRINCE GEORGE (PRG),
CITY OF COLONIAL HEIGHTS (COL),

CITY OF HOPEWELL (HOP),
CITY OF PETERSBURG (PET),
CITY OF RICHMOND (RIC), and
TOWN of ASHLAND (ASH)

(hereinafter, collectively, "Participating Local Jurisdictions").

Article VII, Paragraph H Drop-Off Processing and Marketing Services Service Fees/Payments is deleted and replaced with the following

H. Drop-Off Processing and Marketing Services Service Fees/Payments:

a. The following services shall be provided by the Contractor at the rates/payments specified for the Drop-Off materials:

1. Process and Market Commingled Containers: No Fee or Payment
2. Process and Market Fiber: The CVWMA shall receive from the Contractor 90% of the highest price quoted, in the Official Board Markets (The Yellowsheet) for Mixed Paper in the Southeast Region. The price will be adjusted monthly based on the published price in the Official Board Markets. CVWMA will retain 25% of the payments from Contractor and 75% of such payment will be passed on to the appropriate Participating Local Jurisdiction in which the fiber was collected.
3. Process and Market Commingled Single Stream Drop-Off Materials: Contractor receives \$10.00 per ton from CVWMA

Article VIII – Service Fees, Paragraph A is deleted and replaced with the following:

A. The Participating Local Jurisdictions shall pay CVWMA for services provided pursuant to this Agreement as summarized below. The Local Jurisdictions agree to pay any service fee adjustments approved by the CVWMA which are required under the Service Contract implementing this Agreement or contained in this Agreement which are applied to all Participating Local Jurisdictions. Each Participating Local Jurisdiction agrees to pay any service fee adjustments approved by the CVWMA which result from changes in service which affect that Participating Local Jurisdiction. CVWMA is not responsible for payment for services to the Contractor until such payment is received from the Participating Local Jurisdictions.

Bi-weekly Residential Recycling Service Fee	\$ 1.767 per Dwelling Unit per month
Bi-weekly Residential Recycling Service Fee with contractor provided 96-gallon carts for localities converting from weekly collection	\$ 2.797 per Dwelling Unit per month
Weekly Residential Recycling Service Fee 24 gallon Recycling Container Purchase And Delivery Fee	\$ 2.797 per Dwelling Unit per month \$13.42 per container (\$12.42 per container expansion >300)
CVWMA Public Education Assessment:	\$0.060 per Dwelling Unit per month
CVWMA Customer Service Assessment	\$0.063 per Dwelling Unit per month

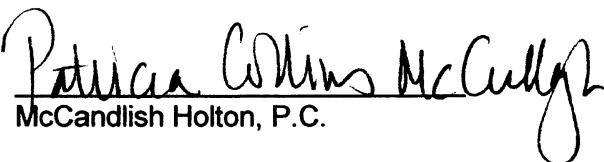
Adjustments to the Residential Recycling Service Fees and to the Container Fees shall be made, if at all, annually on July 1 of each year, beginning on July 1, 2012, based on the increase in the U.S. Consumer Price Index for Urban Consumers (CPI-U) for the previous twelve months ending on March 31st immediately preceding the Service Contract's anniversary date.

Adjustments to the Public Education Assessment and to the Customer Service Assessment shall be made annually on July 1 of each year, beginning on July 1, 2010, based on the increase in the U.S. Consumer Price Index for Urban Consumers (CPI-U) for the previous twelve months ending on March 31st immediately preceding the Service Contract's anniversary date. Annual increases shall not exceed five (5) percent of the previous year's service fees and assessments.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdictions have caused this Agreement to be executed.

APPROVED AS TO FORM:



McCandlish Holton, P.C.

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

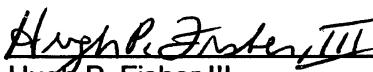
By: 

Kimberly A. Hynes
Executive Director

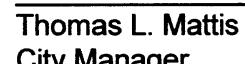
Date: 3/12/12

APPROVED AS TO FORM:

CITY OF COLONIAL HEIGHTS



Hugh P. Fisher III
City Attorney

By: 

Thomas L. Mattis
City Manager

Date: _____

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdictions have caused this Agreement to be executed.

APPROVED AS TO FORM:

Patricia Wilkins McCullagh
McCandlish Holton, P.C.

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

By:

Kimberly A. Hynes

Kimberly A. Hynes
Executive Director

Date:

3/12/12

APPROVED AS TO FORM:

CITY OF COLONIAL HEIGHTS

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

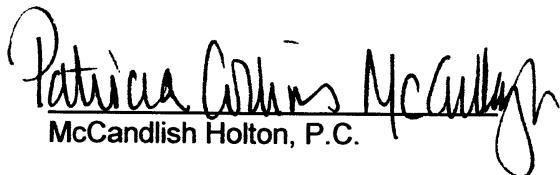
By:

Thomas L. Mattis
Thomas L. Mattis
City Manager

Date:

IN WITNESS WHEREOF, CVWMA and the Participating Local Jurisdictions have caused this Agreement to be executed.

APPROVED AS TO FORM:



Patricia Collins McCandlish
McCandlish Holton, P.C.

**CENTRAL VIRGINIA
WASTE MANAGEMENT AUTHORITY**

By: 

Kimberly A. Hynes
Executive Director

Date: 3/12/12

APPROVED AS TO FORM:

CITY OF COLONIAL HEIGHTS



Hugh P. Fisher III
City Attorney

By: 

Thomas L. Mattis
City Manager

Date: _____

A RESOLUTION NO. 12-19

Authorizing the City Manager to enter into a Special Project Service Agreement with the Central Virginia Waste Management Authority for Municipal Solid Waste Collection Services.

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

1. That Thomas L. Mattis, City Manager, be, and is hereby, authorized to enter into, on behalf of the City, a Special Project Service Agreement with the Central Virginia Waste Management Authority for Municipal Solid Waste (MSW) Collection Services, a copy of which is attached to and made 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

HOUSEHOLD TRASH COLLECTION

Q: *What is the biggest change with the new trash collection service?*

A: One of the City's larger goals with this new program is to do our part to reduce the overall waste stream entering local landfills. By providing a much larger recycling cart, residents will be able to significantly reduce the amount of household trash to be collected. Accordingly, through this new program, the City will be providing a smaller, 68-gallon cart for collection of household trash.

Q: *Can I get a larger trash cart?*

A: No. The service provided by the City includes one (1) 68-gallon for household trash. Diversion of recyclable items from your trash - all cardboard, mixed paper, steel and aluminum cans, plastic bottles (with a 1 or 2 PETE or HDPE), glass bottles and jars – should greatly diminish the need for a larger cart.

Q: *Can I purchase an additional trash cart?*

A: Yes. Any additional trash carts will be available for the purchase price of \$60. Carts can be purchased online at www.cvwma.com, by calling 425-0500, or by making payment at City Hall. Each additional cart will also result in an additional \$2.00 monthly service fee on your utility bill.

Q: *I currently have two 96-gallon trash carts. Will I receive two 68-gallon trash carts?*

A: Yes. As in the past, a \$2.00 per month charge will be added to your utility bill for each additional trash cart.

Q: *Can I use my personal trash can when I have additional trash?*

A: No. Personal trash cans are not approved trash carts and their collection is not included in the services provided by the City. Additional bags of trash, however, can be utilized and will be collected at no extra charge.

HOUSEHOLD TRASH COLLECTION (continued)

Q: When will CFS begin delivering the new carts? When will Allied pick up the cart I have now?

A: The new trash carts will be delivered by Wednesday, June 27, 2012. The current (blue) cart should be placed at its normal location for collection on Wednesday, June 27 – but left out after trash collection so that the cart can be collected. All current (blue) carts will be removed on or before Friday, June 29, 2012.

Q: If I can't fit all of my trash in the cart, will all bags, bundled yard waste and bulky waste placed outside the cart still be picked up as it always has been?

A: Yes. There will be no change in this service.

Q: Can I place yard waste at the curb for collection as it always has been?

A: Yes. Grass clippings, weeds, leaves, brush, and general yard and garden wastes must be bagged and securely tied together or bundled. Bundled brush will be collected. Brush must be tied in bundles less than four feet in length and weighing less than 75 pounds. Bagged leaves will be collected year round. The limit per collection day is 30 bags, each weighing no more than 50 pounds.

Q: Can I still set out furniture or appliances for collection?

A: Yes. Bulk items placed at the curb on your regular collection day by 7:00 A.M. will be collected as they have in the past. Please call the Trash Collection Hotline, 804-425-0500, at least one day in advance to schedule your bulk items for collection.

Q: Can I use my recycling cart for trash?

A: No. The trash collectors will not pick up the green recycling carts.

HOUSEHOLD TRASH COLLECTION (continued)

Q: What if I have a special need for my trash to be collected from a location other than the curb, will it still be picked up as it always has been? How do I notify CFS about my situation or how will they know about it?

A: Yes. Alternate collection service will be available to current and future qualified residents that are physically unable to place their containers at the curb.

Q: When does the new program for trash and recyclables collection start?

A: Wednesday, July 1, 2012

Q: Will my trash collection day remain on the same day?

A: Yes. Trash will continue to be collected on each Wednesday. When a holiday is observed on Wednesday the trash collection will be delayed one day.

Q: What about July 4th being the first collection date of the new contact: will that first collection date be moved?

A: Yes. For the July 4th holiday, trash will be collected on Thursday, July 5th following the holiday. This is standard practice for certain holidays.

Q: How should I place my trash at the curb for collection?

A: Place items at the curb by 7:00 A.M. on Wednesday (or the designated collection day on holidays). Collection can occur up to 7:00 P.M. Trash carts should have handles facing the house with the front of the cart facing the street. City code stipulates that trash carts, after being emptied, should be removed from the City right-of-way by 7:00 p.m. of the day following collection.

HOUSEHOLD TRASH COLLECTION (continued)

Q: What's the best way for me to communicate any issues I have with trash collection at my home?

A: The best way is to contact CVWMA Customer Service at 804-340-0900 (recycling), 804-425-0500 (trash) or email, customerservice@cvwma.com for more information. Residents are also encouraged to contact the City directly with any concerns.

Q: What changes, if any, will be noticeable to the average Colonial Heights resident regarding household trash collection?

A: The program change being implemented at this time will not only enhance recycling with a sustainable plan toward trash disposal, the City will realize a significant cost savings little or no appreciable change in services. From a practical standpoint, however, the only real changes that will be noticeable to the average city resident will be:

1. Smaller trash carts
2. Trash carts will be a different color
3. Trucks will be a different color
4. If desired, additional trash carts must now be purchased for \$60

Other than that, overall services should be the same, if not better.



RECEIVED

CENTRAL VIRGINIA

MAR 2 2012 WASTE MANAGEMENT AUTHORITY

2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227 • 804/359-8413 • Fax 804/359-8421 • www.cvwma.com

CITY OF COLONIAL HEIGHTS
DEPARTMENT OF PUBLIC WORKS

Rec'd 3/26/12

March 1, 2012

Mr. William Henley
Public Works/Utilities Superintendent
City of Colonial Heights
P.O. Box 3401
Colonial Heights, VA 23834

Dear Chuck:

Enclosed please find the Special Project Service Agreement and three signature pages for the Municipal Solid Waste (MSW) Collection Services Program.

The CVWMA has signed a contract with CFS Group, LLC to provide residential trash collection and disposal services for the City of Colonial Heights beginning July 1, 2012. The Contract is for an initial 5-year term and includes a 3-year and a 2-year renewal option. The Special Project Service Agreement reflects the term of the Contract between CVWMA and the CFS Group, LLC.

Once the Service Agreement has been reviewed and signed, please return two signature pages to me. The copy of the Service Agreement and one signature page is for your records. Let me know if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bernard B. Harris'.

Bernard B. Harris
Director of Operations

Enclosures



SPECIAL PROJECT SERVICE AGREEMENT FOR MUNICIPAL SOLID WASTE (MSW) COLLECTION SERVICES

THIS AGREEMENT is made by and between the CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY (hereinafter designated "CVWMA"), its successors and assigns, having its principal place of business at 2100 West Laburnum Avenue, Suite 105, Richmond, Virginia 23227 and the City of Colonial Heights

CVWMA and City of Colonial Heights being each a "Party" and "Parties" collectively

ARTICLE I - PURPOSE

A. The Parties enter into this Service Agreement pursuant to the authority of the Virginia Water and Waste Authorities Act (Title 15.2, Chapter 51 of the Code of Virginia, 1950 as amended), and the Articles of Incorporation of the CVWMA. Its purpose is to establish a special project for Municipal Solid Waste Collections within the City of Colonial Heights as authorized by Section 11 of the Articles.

B. The CVWMA, subject to the terms and conditions of this Agreement, agrees to implement MSW Collection Services as reflected in a Contract for Municipal Solid Waste Collections with the CFS Group, LLC and approved and authorized by the CVWMA Board of Directors by Resolution 12-03 on November 18, 2011 and as described in RFP 11-49, issued August 19, 2011 (hereinafter "RFP"); and in accordance a proposal offered and negotiated with the CFS Group, LLC.

C. The City of Colonial Heights agrees to participate in the Special Project according to the terms and conditions of this Agreement.

ARTICLE II - DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. *Authority or CVWMA* - shall mean the Central Virginia Waste Management Authority, the instrumentality created under the provisions of the Virginia Water and Waste Authorities Act, §15.2-5100, et seq., and includes the individual members (or voting alternates) of the CVWMA Board of Directors, and the officers, agents or employees of the Central Virginia Waste Management Authority. For the purposes of this Service Agreement, "Authority" shall not include the governing bodies, the individual elected officials of the Participating Local Jurisdictions served by this Service Agreement, except those elected officials who serve as members or alternates of the CVWMA Board of Directors, nor the employees or agents of the Participating Local Jurisdictions acting on behalf of their employer or principal, respectively.
2. *Special Project Service Agreement (hereinafter "Agreement")* - shall mean an agreement between the CVWMA and the City of Colonial Heights specifying the terms and conditions under which the Colonial Heights will participate in the program implemented through the Contract between the CVWMA and the Contractor.

3. *Bags* – Plastic sacks designed for refuse with sufficient wall strength (minimum 0.85 mils thick) to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.
4. *Bulky Waste* – A large appliance, piece of furniture or other waste material from a residential source other than Construction Waste or non-Household Hazardous Waste, that cannot be placed in a cart or container due to size.
5. *Bundle* – Yard and garden trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) lbs. in weight.
6. *Cart* – A receptacle with an approximate capacity of 68 or 95 gallons, having a hinged, tight fitting lid. Carts shall also have wheels and be able to be emptied by Contractor's hydraulic lifting/tipping unit as part of the collection operation. Carts will be provided by the Contractor.
7. *Construction Waste* – *Waste produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, and other structures as defined in 9 VAC 20-130-10 or as may hereafter be defined by the Virginia Department of Environmental Quality.* Construction Waste include, but are not limited to, lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, paving materials, metal and plastic if they are part of the construction material or empty containers for such material. Paint, coatings, solvents, asbestos-containing material, any liquid, compressed gasses or semi-liquids are not Construction Waste.
8. *Containers* – (a) *Reusable Containers* – carts provided by Contractor. Personal reusable containers will not be collected by the Contractor. (b) *Non-reusable Containers* - See definition of Bags
9. *Contract* – shall mean the written document and all amendments thereto, between the CVWMA and the Contractor, governing the provision of Containerized Municipal Solid Waste (MSW) Collection Services.
10. *Contractor* - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Containerized Municipal Solid Waste (MSW) Collection Services under this Contract with the Central Virginia Waste Management Authority (CVWMA). For purposes of this Agreement this shall mean The CFS Group, LLC.
11. *Equivalent Residential Unit (ERU)*– A hotel, lodging house, restaurant, church, store, market, manufacturing plant, commercial establishment or other entity which receives residential type MSW collection and which is defined by the locality as equivalent to a Residential Unit for the purpose of Municipal Solid Waste collection.
12. *Force Majeure* – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

13. *Garbage* – readily putrescible discarded materials composed of animal, vegetable or other organic matter as defined in 9 VAC 20-130-10.
14. *Hazardous Waste* - Waste designated as hazardous by Federal law or by regulation of the United States Environmental Protection Agency or the Virginia Department of Environmental Quality.
15. *Household Waste* - Any waste material, including Garbage, Trash and Refuse, derived from households as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
16. *Litter* - All waste material disposable packages or containers, but not including the wastes of the primary processes of mining, logging, farming, or manufacturing.
17. *Litter Baskets* - containers owned and maintained by a Participating Local Jurisdiction that are placed in public areas and used by the public for the deposit of litter.
18. *Member Jurisdictions* – shall mean the members of the CVWMA including the Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan and Prince George; the Cities of Colonial Heights, Hopewell, Petersburg, Richmond and the Town of Ashland.
19. *Municipal Solid Waste* – Household Bulky Waste, Garbage, Rubbish, Trash, Litter and/or Yard Waste.
20. *Monthly Service Fee* –The amount charged by the Contractor to CVWMA per month for collection and disposal of municipal solid waste from a Residential or Equivalent Residential Unit.
21. *Participating Local Jurisdictions* - shall mean the City of Colonial Heights who will have executed the Special Project Service Agreement for Municipal Solid Waste (MSW) Collection Services pursuant to Article 11 of the CVWMA Articles of Incorporation. For the purposes of this agreement, the terms “Participating Local Jurisdiction,” “City,” and “Colonial Heights” are used interchangeably.
22. *Refuse* – All solid waste products having the character of solids rather than liquids and that are composed wholly or partially of materials such as Garbage, Trash, Rubbish, Litter, residues from clean up of spills or contamination, or other discarded materials as defined in 9 VAC 20-130-10, and shall not include Hazardous Waste as defined herein.
23. *Residential Unit (RU)* – A group of rooms located within a building and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking, and eating and other daily activities.
24. *Routine Bulky Waste Collection* – The collection of an amount of Bulky Waste that does not exceed the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck.
25. *Rubbish* - Combustible or slowly putrescible discarded materials that include, but are not limited to, Yard Waste, printed matter, plastic and paper products, grass, rags and other

combustible or slowly putrescible material not included under the term "Garbage" as defined in 9 VAC 20-130-10.

26. *Special Bulky Waste Collection* – The collection of an amount of Bulky Waste that exceeds the quantity of material that could safely be placed in and transported by a one-half ton pick-up truck
27. *Special Project Service Agreement* - shall mean an agreement between the CVWMA and the Participating Local Jurisdiction(s) specifying the terms and conditions under which those jurisdictions will participate in the program outlined in the Contract between the CVWMA and the Contractor.
28. *Service Area* – shall mean that geographic area serviced by the Contractor providing Municipal Solid Waste (MSW) Collection Services pursuant to this Contract as determined by the CVWMA and the Participating Local Jurisdictions.
29. *Trash* - Combustible and noncombustible discarded materials and is used interchangeably with the term rubbish.
30. *Yard Waste* -- Prunings, grass clippings, weeds, leaves, brush, and general yard and garden wastes.

ARTICLE III. TERM OF AGREEMENT

A. This Agreement shall be for a five (5) year term commencing on or about July 1, 2012 and ending June 30, 2017.

B. Option to Renew. The CVWMA and Colonial Heights, by written mutual agreement, may extend this Agreement under the same terms and conditions for one (1) additional three (3) year period and one (1) additional two (2) year period. However, during the renewal process the Contractor may petition CVWMA to modify an existing term to reflect any market change to effectuate the intent and scope of services outlined in this Contract. An extension of this Agreement shall be made in writing not less than one hundred eighty (180) days prior to the expiration of its term.

ARTICLE IV. DELIVERY CONDITIONS

A. The City of Colonial Heights, as grantor, grant the CVWMA, as grantees, the exclusive right during the term of the Contract to collect and dispose of MSW through its Contractor from the City of Colonial Heights as outlined in Article V, below. The City of Colonial Heights warrants that they have the authority to grant such an exclusive right.

The City of Colonial Heights and the CVWMA mutually covenant that during the term of the Contract neither Party will contract with other individuals or entities nor will either party engage in the activity of collection and disposal of MSW, except for any Yard Waste collections undertaken by Colonial Heights, that would impair the rights of the Contractor with the City of Colonial Heights as granted in the Contract between the CVWMA and the Contractor. Nothing herein shall be construed as granting the Contractor any right, title or interest in recyclable material that has been source separated by residents and set out for collection, whether said collection is performed in the City of Colonial Heights under a Special Project Service Agreement for Residential Recycling Services with the CVWMA or by any other means.

B. The City of Colonial Heights agrees to cooperate with the CVWMA and the Contractor. At the CVWMA's request, the City of Colonial Heights agrees to consider taking all reasonable and lawful actions that assist in successful implementation of this Special Project and/or the Contract.

C. The City of Colonial Heights shall hold clear title to the MSW to be collected, transferred and disposed of hereunder and shall not be under any legal constraint that would prohibit the handling of such materials or the transfer of possession and title to such materials to the Contractor as specified by Article XI, below.

D. The City of Colonial Heights shall cooperate with the CVWMA and the Contractor to inform residents regarding complaint procedures, regulations, day(s) for scheduled MSW collection, holiday collection policy and any other matters related to MSW Collection Services.

E. The City of Colonial Heights will provide the CVWMA with written authorization when service is to be discontinued because a unit is vacant, or expanded because of new or reoccupied homes.

F. Where the Contractor has offered multiple service options, the City of Colonial Heights shall notify the CVWMA in writing, regarding the option that has been selected by the City of Colonial Heights.

ARTICLE V. SCOPE OF SERVICES

A. General Requirements – Except as provided in more detail in the Locality Specific Requirement set forth below, the Contractor shall provide MSW Collection Services for Residential and Equivalent Residential Units. It is Colonial Heights resident's responsibility to see that Carts, Containers, Bags, and/or Bundles are placed at the designated location (including back yard or curbside) by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.

The Contractor may decline to collect any Cart, Container, Bag, or Bundle improperly set out or not defined in the Definitions; any Cart, Container, Bag, or Bundle containing material other than MSW; waste that does not meet the applicable definition in Article II; or any MSW not properly contained in an appropriate Cart, Container, Bag or Bundle. Where the Contractor has reason to leave waste materials uncollected at a residence, the Contractor shall inform the resident(s) at the scheduled time of collection by written notice as to why the material was not collected. Once serviced, the Cart or Container shall be returned to the place where it was set out unless otherwise specified by the Participating Local Jurisdiction and if applicable, its cover replaced. Containers not provided by the Contractor other than bags will not be serviced by the Contractor and the Contractor shall not be responsible for them.

Any Cart that is provided by the Contractor for the collection of MSW under the Contract shall be hot-stamped with the CVWMA logo and the CVWMA customer service telephone number.

It shall be the Contractor's responsibility to replace any Cart if the Contractor's employee, agent, or subcontractor has caused the Cart to be damaged so that it is no longer serviceable. The determination of serviceability shall be made by the CVWMA; such determination shall take

into consideration normal wear and tear and evidence of abuse of the Cart (e.g., overloading). Contractor not responsible to replace any Cart damaged by Colonial Heights resident or others.

B. Alternate Location Service – Collection of MSW from a Residential or Equivalent Residential Unit where all adult occupants residing therein require assistance shall be made from an alternate location than that generally required of residents. Such requests for alternate location service will be made to the CVWMA by the resident or a representative of the resident, approved by the CVWMA and communicated to the Contractor in writing. No additional monies shall be due to the Contractor for the provision of alternate location service. Alternate location service shall be limited to three (3) percent of the aggregate units in the localities serviced under the Contract. The Contractor will provide each collection crew with a list of said addresses, by route, to ensure driver awareness of the responsibility to provide this alternate service.

C. Bulky Waste Collections – Routine Bulky Waste Collections will be made from residents of the service area as needed as part of the normal provision of services under the Contract. The amount of Bulky Waste that constitutes a Routine Bulky Waste Collection shall be is defined in Article II, above.

Colonial Heights will notify the CVWMA that a Special Bulky Waste Collection, as defined in Article II, above, is needed. The CVWMA will contact the Contractor to schedule the Special Bulky Waste Collection. Once requested, Special Bulky Waste Collections shall begin within three (3) working days.

Should the frequency with which materials are set out for Routine Bulky Waste Collection at any Residential or Equivalent Residential Unit suggest that a Special Bulky Waste Collection is actually required; the Contractor shall notify the CVWMA. The CVWMA and the City of Colonial Heights will assess the situation and make a determination as to whether a certain collection should be classified as a Special Bulky Waste or a Routine Bulky Waste collection. If the CVWMA and the City of Colonial Heights determine that a given set out requires a Special Bulky Waste Collection, it will be considered as such for purposes of service and billing. The final determination shall rest with the CVWMA.

The Contractor shall deliver appliances containing CFC/HCFC's that are collected that are collected in the City of Colonial Heights to a site mutually agreeable to all parties. The City of Colonial Heights shall be responsible for the cost of evacuation of the CFC/HCFC's and shall receive all revenue from the sale of the metal from the subsequent recycling of the appliances, but shall not be responsible for the cost of transport to the site.

D. Hours of Collection – Except as noted below normal hours of collection are to be from 7:00 a.m. to 7:00 p.m., Wednesday; or 7:00 a.m. to 7:00 p.m., Thursday, during a week with a holiday that falls on Wednesday. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances. The Contractor shall request the exception in writing and the CVWMA must approve any such exception regarding extension of hours of collection.

E. Holidays – The following holidays will be observed as non-collection days by the Contractor: New Year's Day, Independence Day, and Christmas Day. When service does not occur because of a holiday, the Contractor shall provide service on the day following the normal collection day in order to provide once a week collection. The suspension of collection service on any holiday in no way relieves the Contractor of his/her obligation to provide collection

service at least once per week. Extending the hours of service to meet this obligation is subject to CVWMA approval.

F. Inclement Weather -- The Contractor shall be responsible for canceling collection operations as a result of inclement weather. The Contractor will notify the CVWMA immediately by telephone message and facsimile transmittal of any decisions regarding delay, modification, or suspension of service as soon as a decision is made. If collection is suspended or canceled by the Contractor, the Contractor agrees to perform collection on the next possible regular working day of the same week. In the event that inclement weather results in the necessity to cancel service for more than two days of a regular collection schedule, the Contractor shall endeavor to make-up days of canceled service during the same collection week. In the event that the Contractor cancels collection due to inclement weather and is unable to make up the canceled service, the CVWMA shall be entitled to an adjustment on the monthly billing to reduce the cost of service in proportion to the number of canceled and lost collection days. The adjustment shall be calculated by multiplying the number of Residential and Equivalent Residential Units that did not receive collection services by 75 percent of the prorated Monthly Service Fee for collection. The CVWMA agrees to assume responsibility for reasonable public notice of the cancellation of MSW Collection Services due to inclement weather.

G. Routes, Schedule of Collections and Unit Counts – The Contractor shall provide the CVWMA with photo-reproducible maps of collection routes and collection day schedules of residential routes and keep such information current at all times. Any changes in routes and/or schedules will also be subject to the CVWMA's approval, which will not be unreasonably withheld. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each resident affected in a manner agreed to by the CVWMA and the City of Colonial Heights.

The CVWMA will provide the Contractor with the number of Residential and Equivalent Residential Units on a monthly basis. The Contractor may perform unit counts if they do not agree with the count provided. A representative of the CVWMA and/or the Participating Local Jurisdiction may be involved in the conduct of unit counts. The Contractor shall do the unit count in conjunction with the distribution of Carts. Unit counts shall be reviewed and approved by the CVWMA and will be the basis for the billing of Monthly Service Fees.

H. Collection Equipment – An adequate number of vehicles shall be provided by the Contractor to collect MSW in accordance with the terms of the Contract. The vehicles must be sufficient to handle the special requirements of adverse weather and greater than normal holiday or seasonal volume where applicable. Any proposed change in equipment during the term of the Contract must be approved in writing by CVWMA prior to implementation. The vehicles shall be licensed in the Commonwealth of Virginia and shall operate in compliance with all applicable federal, state, and local laws and regulations and must be appropriate for services as described in the Contract.

The Contractor shall keep all vehicles and other equipment in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the Company logo, name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least three (3) inches high. During operation on routes served through the CVWMA Contract, each truck shall display temporary signage on each side of the vehicle indicating the CVWMA telephone number customers should call to report service issues or complaints. Lettering should be at least three (3) inches high. The design of temporary signage shall be

approved in writing by the CVWMA. The temporary signage shall be removed when the vehicle is not operating on routes served through the CVWMA Contract.

Each truck shall be equipped to clean up MSW that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid while in use. No vehicles shall be willfully overloaded.

All trucks and equipment shall be kept well painted, in good repair and appearance and in a sanitary, clean condition in order to meet community standards of appearance at all times. The CVWMA shall be the sole judge of community standards of appearance. To ensure compliance herewith the CVWMA reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition. Failure to keep a truck in generally operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from the performance of MSW Collection Services.

The Contractor shall have available, at all times, reserve equipment that can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the duties required by the Contract.

The Contractor shall comply with all height and weight restrictions for any bridge, road or tunnel and shall comply with all other regulations regarding similar requirements for vehicle use and operation. At the request, and under the authority of, a Participating Local Jurisdiction, the CVWMA may inform the Contractor that its vehicles are denied access to certain streets, alleys, bridges and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development in the general area. Notice shall be given by the CVWMA prior to such denial so as not to unduly interfere with the Contractor's normal operations and scheduling. The law enforcement authorities of the relevant Participating Local Jurisdiction shall have enforcement authority to prevent the Contractor's vehicles from accessing restricted roadways and areas.

I. Personnel –The Contractor shall prohibit all drivers and crew members from drinking or being under the influence of alcoholic beverages, illegal drugs or other substances that impair performance.

The Contractor shall require that employees be courteous at all times, work quietly and not use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts with sleeves shall be required at all times. Each employee shall wear Class 2 or Class 3 ANSI/ISEA 107-2004 compliant high-visibility safety apparel while working in the City rights-of-way.

The Contractor's employees shall follow the regular walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with residents' real or personal property.

The Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CVWMA or any Participating Local Jurisdiction.

J. Colonial Heights Specific Requirements

Once a week collection at the curb shall be provided to each Residential Unit or Equivalent Residential Unit, with the exception of most of the commercial collections along the Boulevard and Temple Avenue, including the Southpark Mall business area, which will be back door collections due to traffic volume on the street and lack of a place in front to stop; these locations will be specified in the Contract or any exhibit or addenda thereto. As noted in Section 2, the estimated number of Units is 6,400. Routine Bulky Waste Collection and Collection of Bundled Yard Waste are included as part of the specified service.

Front-end loading containers and collection as specified below shall also be provided by The CFS Group, LLC for the following public facilities located in the City of Colonial Heights (Current Collection sizes and frequency are subject to change):

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CAPACITY</u>	<u>COLLECTION FREQUENCY</u>
* Tussing ES	5501 Conduit Rd	8 Cu Yd	MTWTF
* North ES	3201 Dale Ave	8 Cu Yd	MTWTF
* Lakeview ES	401 Taswell Ave	8 Cu Yd	MTWTF
Voc Tech Building	3451 Conduit	8 Cu Yd	MWF
* Colonial Heights HS	3600 Conduit Rd	8 Cu Yd	MTWTF
* Colonial Heights MS	500 Conduit Rd	8 Cu Yd	MTWTF
**Courts Building	401 Temple Ave	4 Cu Yd	T
Municipal Building	201 James Ave	8 Cu Yd	F
Municipal Building	201 James Ave	8 Cu Yd	TF
Shepherd Stadium	200 Roanoke Ave	8 Cu Yd	MTWTF
Dunlop Farms Fire Station	215 Dunlop Farms Blvd	4 Cu Yd	T
Animal Shelter	900 E Roslyn Rd	4 Cu Yd	W
Colonial Heights HS Mtc	401 Taswell Ave	8 Cu Yd	MWF

* Collection at schools shall be provided after the school lunch period.

** To be relocated to 231 Chesterfield Ave. during the term of this Agreement

The Contractor will also provide, service and maintain 40 cubic yard open top containers at the Colonial Heights' Recycling Center, and the Public Works office and other sites as designated by the City; service may be on both a scheduled or on-call basis. Contractor shall be responsible for maintaining and overseeing these containers including public health, safety, property damage and vandalism issues.

The Contractor will provide weekly collection service to litter receptacles on the following streets:

1. Boulevard and Dupuy

During the term of this Contract there may be changes, additions or removals to the above list of sites receiving FEL, littler receptacles and/or open top containers service. The Contractor shall be notified in writing by the CVWMA of any changes to the above listing.

L. Monthly and Annual Reports

The Contractor will submit to CVWMA monthly reports and annual reports. At a minimum, the Contractor shall include the following information in their monthly reports:

1. Total quantities of trash collected / disposed (in tons).
2. Number of loads of residential trash from the City.
3. Current count of carts by size and collection frequency (i.e., number of 68- and 95-gallon carts;).
4. List of all facilities used for disposal.
5. Log of all resident addresses where "education tags" were left because of Prohibited Materials set out for trash collection.

At a minimum, the Contractor shall include the following information in their annual reports:

1. Total quantities of trash collected and disposed as collected from within the City (in tons).
2. List of all trash disposal facilities utilized.
3. Actual number of total bulky item collection occurrences by sub-type (e.g., bulky items requiring special processing, bulky items not requiring special processing, other waste). Monthly reports shall be submitted to the CVWMA by the 15th day of the month following the end of the prior month in which service was performed. Annual reports shall be submitted by July 31 of each year. The Contractor shall include in its annual report recommendations for continuous improvement in the City's MSW program (e.g., public education, etc.).
4. Actual truck scale weight ticket receipts must be maintained on file for at least five (5) years from the actual date and made available to the CVWMA or its agent immediately upon request.

M. Annual Performance Meeting

Upon receipt of the Contractor's annual report, the CVWMA shall schedule an annual meeting with the Contractor to review the report. Once the report is approved by the CVWMA shall be presented to the City Council at a meeting held between the Council, CVWMA and Contractor to review the report and the performance of the contract. The objectives of this annual meeting will include, but not be limited to, the following:

1. Review the annual report, including trends in trash quantities.
2. Review Contractor's performance based on feedback from residents to the CVWMA and/or City staff.
3. Review Contractor's recommendations for improvement to the City's MSW program, including enhanced public education and other opportunities.
4. Review CVWMA and City staff recommendations for Contractor's service improvements.
5. Discuss other opportunities for improvement during the remainder of the Contract.

N. RECYCLING CARTS

If requested by the City of Colonial Heights the Contractor will provide each Residential (RU) or Equivalent Residential Unit (ERU) with a 68-Gallon or 96-Gallon Cart for recycling. The cart shall have a hinged, tight fitting lid, wheels and able to be emptied by hydraulic lifting/tipping. The cart shall be of a color approved by CVWMA and have the CVWMA Hot Line number and recycling information as provided by CVWMA hot stamped on the cart lid. The cart shall have an Radio Frequency Identification (RFID) tag included and the Contractor shall provide CVWMA with a list including the cart serial number, RFID and address after the carts are delivered. The fee for this is included in Section 5 below.

ARTICLE VI. COMPENSATION FOR SERVICES AND RATE ADJUSTMENTS

A. The following services shall be provided by the Contractor at the rates specified; the rates are those that shall be in effect during the initial five-year of the Contract, July 1, 2012 through June 30, 2017 are as follows:

Residential Collection:

• Contractor Provided 96-gallon Carts only (Curb):	\$7.59 per RU or ERU per month
• Contractor Provided 68-gallon Carts only (Curb):	\$5.02 per RU or ERU per month
• Contractor Provided Carts (EACH ADDITIONAL CART):	\$55.00 per Cart
• Service fee for Additional Cart:	\$2.00 per RU or ERU per month

OTHER:

• Contractor provided 68-gallon Recycling Carts:	\$0.94 per RU or ERU per month
• Contractor provided 86-gallon Recycling Carts:	\$1.09 per RU or ERU per month
• Litter Baskets:	\$1.12 per Basket per Collection

BULK MSW COLLECTION

• Monthly 40-yard open top rental:	no charge
• Pull Charge – 40 yard open top roll-off:	\$135.00 per pull
• Disposal Charge:	\$22.50 per ton
• Charge for Special Bulky Waste Collection:	\$30.00 per ton

FRONT-END-LOAD (FEL) FEES:

FRONT-END-LOAD (FEL) FEES:	
2 CUBIC YARD, 1 TIME PER WEEK	\$25.00
2 CUBIC YARD, 2 TIMES PER WEEK	\$45.00
2 CUBIC YARD, 3 TIMES PER WEEK	\$63.00
2 CUBIC YARD, 4 TIMES PER WEEK	\$77.40
2 CUBIC YARD, 5 TIMES PER WEEK	\$88.92
2 CUBIC YARD, ON CALL	\$25.00
4 CUBIC YARD, 1 TIME PER WEEK	\$36.30
4 CUBIC YARD, 2 TIMES PER WEEK	\$68.97
4 CUBIC YARD, 3 TIMES PER WEEK	\$98.37
4 CUBIC YARD, 4 TIMES PER WEEK	\$124.83
4 CUBIC YARD, 5 TIMES PER WEEK	\$148.65
4 CUBIC YARD, ON CALL	\$30.00
6 CUBIC YARD, 1 TIME PER WEEK	\$49.50
6 CUBIC YARD, 2 TIMES PER WEEK	\$94.05

6 CUBIC YARD, 3 TIMES PER WEEK	\$134.15
6 CUBIC YARD, 4 TIMES PER WEEK	\$170.24
6 CUBIC YARD, 5 TIMES PER WEEK	\$202.72
6 CUBIC YARD, ON CALL	\$35.00
8 CUBIC YARD, 1 TIME PER WEEK	\$60.00
8 CUBIC YARD, 2 TIMES PER WEEK	\$108.00
8 CUBIC YARD, 3 TIMES PER WEEK	\$153.00
8 CUBIC YARD, 4 TIMES PER WEEK	\$193.50
8 CUBIC YARD, 5 TIMES PER WEEK	\$230.00
8 CUBIC YARD, ON CALL	\$40.00

B. No annual adjustments will be made to the Contract fees listed above.

C. The Contractor may petition the CVWMA at any time for adjustments or additions to associated fees on the basis of new or revised laws, ordinances or regulations required in the performance of the Contract. The CVWMA Executive Director has sole discretion to authorize the adjustment or not. The CVWMA shall have the right, as a pre-condition for approval of such petition, to demand inspections by itself, or by an independent auditor, of pertinent records that demonstrate the "unusual changes" resulting in the need for an adjustment to the fees.

ARTICLE VII. SERVICE INQUIRIES AND COMPLAINTS

The CVWMA will be responsible for communicating to the Contractor service issues and other matters of concern received from the City of Colonial Heights and residents served by the MSW Collection Services program.

All service inquiries and complaints shall be directed to and received by the CVWMA's customer service office including those calls made directly to the Contractor by customers. The CVWMA will record each complaint into the CVWMA web based computer application. The information, including the address and phone number of the complainant, date of occurrence, nature of occurrence and requested disposition will be available on a real time basis to the Contractor. A representative of the Contractor shall be available to monitor and direct action on the complaints throughout the day.

The Contractor shall have until the end of the current workday to return and collect those missed customers or otherwise resolve the complaint when notified by 12:00 noon by the CVWMA. When notified by the CVWMA after 12:00 noon, the Contractor shall have until 12:00 noon the next workday to return and collect those missed customers or otherwise resolve the complaint. For those complaints received on Friday after 12:00 noon and by 10:00 a.m., Saturday, the Contractor shall return and collect those customers missed or otherwise resolve the complaint by 6:00 p.m. Saturday. In all instances of missed collections, the Contractor shall make every effort to resolve the complaint the day on which notification of the complaint is received.

The CVWMA in consultation with the City of Colonial Heights will determine if the Contractor's assertion that a complaint is without merit is justified and will notify the Contractor of that determination.

ARTICLE VIII. PAYMENT OF SERVICE FEES

A. The City of Colonial Heights shall pay CVWMA for services provided pursuant to this Agreement as summarized in Article VI above. The City of Colonial Heights agrees to pay any service fee adjustments approved by the CVWMA that are required under the Contract implementing this Agreement or contained in this Agreement which are applied to all City of Colonial Heights. City of Colonial Heights agrees to pay any service fee adjustments approved by the CVWMA that result from changes in service implemented in City of Colonial Heights.

B. The CVWMA shall prepare and submit to the City of Colonial Heights in June for July, of each year, an advanced monthly billing invoice for estimated service to be performed. The CVWMA will retain these funds and apply them to following June invoice.

C. The CVWMA shall prepare and submit to the City of Colonial Heights a monthly billing invoice for the customer service assessment for those activities outlined in Section VII. This assessment shall be \$.083 per month for each Residential Unit or Equivalent Residential Unit receiving MSW Collection Services.

An annual adjustment to the assessment shall be made to reflect the general increase in the cost of operations effective on the Agreement's anniversary date starting July 1, 2012. The assessment will increase at a rate equal to the U.S. Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve-month period, but the increase shall not exceed five (5) percent per year.

D. The CVWMA will issue monthly invoices for service to cover the Contractor's billings with documentation from the Contractor to support the request for payment. The City of Colonial Heights agrees to pay invoices within twenty-five (25) business days from the date of receipt City of Colonial Heights for services to be received and final bill received from the Contractor for services. For June invoices CVWMA will apply the advance payment submitted by the City of Colonial Heights the previous July.

ARTICLE IX. NON-APPROPRIATION

The MSW Collection Services implemented and governed by this Agreement are funded solely through funds appropriated to the CVWMA by the City of Colonial Heights. The continuation of the terms, conditions and provisions of this Agreement beyond the end of any City of Colonial Heights' fiscal year is subject to the approval and ratification by the governing body of the City of Colonial Heights and appropriation of the necessary money to fund this Agreement for the succeeding fiscal year by the City of Colonial Heights. Should the governing body of the City of Colonial Heights fail to appropriate necessary funding for MSW Collection Services, the City of Colonial Heights may terminate this Agreement or any unfunded portion of this Agreement without incurring any penalty, liability or additional costs whatsoever. This shall terminate the Contractor's obligation to provide service under this Agreement in that jurisdiction or portion thereof unless and until funding is restored.

ARTICLE X. FORCE MAJEURE

A. Force Majeure shall mean any cause beyond the reasonable control of the party whose performance is affected, including but not limited to acts of God, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Agreement, accident, or breakdown of machinery or equipment. Reasonable control of a party

shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.

B. Failure of any party to perform under this Agreement by reason of Force Majeure shall not constitute default or be cause for termination of this Agreement. However, the party so failing to perform shall immediately notify the CVWMA and the City of Colonial Heights in writing of the failure, including reasons for such failure, and shall make reasonable efforts to correct such failure and to continue performance at the earliest possible date.

C. Should the CVWMA be unable to complete performance under this Contract due to the Contractor's failure to perform by reason of Force Majeure, it shall, where practicable, take all reasonable steps to secure another vendor to perform the work as described in the Agreement according to the already established schedule of rates, fees and charges. Should the CVWMA be unable to secure a vendor to perform according to the established schedule of rates, fees and charges, the parties may agree to a new schedule by written amendment to this Agreement. If the parties are unable to agree on a new schedule, this Agreement shall terminate.

D. City of Colonial Heights shall have the right, but not the obligation, to perform MSW Collection Services within their respective jurisdiction by means other than the Contractor at any time during which Force Majeure is in effect in the Participating Local Jurisdictions. For the period Force Majeure is in effect in the Participating Local Jurisdictions, the CVWMA shall not impose any rate, fee or charge for MSW Collection Services within the applicable Participating Local Jurisdiction(s). Any additional costs incurred by the City of Colonial Heights as a result of using another method (by reason of Force Majeure) other than the Contractor shall be borne by the City of Colonial Heights.

ARTICLE XI. - TITLE TO MATERIALS

Title to MSW to include but not be limited to any bulky waste, White Goods and the CFC/HCFC in the White Goods, collected pursuant to this Agreement shall pass to the Contractor when removed by the Contractor from the customer's premises, placed in the Contractor's collection vehicle, or removed by the Contractor from a Container or Cart. At no time shall CVWMA have title to any material.

ARTICLE XII. NO PARTNERSHIP

Nothing herein shall be construed to constitute a joint venture between the Contractor, the CVWMA and the City of Colonial Heights or the formation of a partnership.

ARTICLE XIII. TERMINATION

A. In the event the City of Colonial Heights lawfully fails to appropriate funds to pay for services received under this Agreement, this Agreement shall terminate within the City of Colonial Heights. The City of Colonial Heights shall make every effort to notify the CVWMA of its inability to appropriate funds at least ninety (90) days prior to its effective date.

B. If the CVWMA's Contractor fails to perform in a satisfactory manner, or fails to perform in accordance with the terms of the Contract or applicable federal, state and local laws, regulations and ordinances, the City of Colonial Heights shall have the right to demand, in writing, adequate assurance from the CVWMA and the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of such a demand, the CVWMA shall obtain a response from the Contractor and said response will be immediately forwarded to the City

City of Colonial Heights. The CVWMA will determine, in consultation with the City of Colonial Heights, if the situation has been rectified. In the event that the Contractor has not corrected the situation in accordance with the terms of the Contract with the CVWMA, the City of Colonial Heights may render notice of termination or participation under the terms of the Agreement with the receipt of written notification to the CVWMA provided not less than 90 days prior to termination.

ARTICLE XIV. AUDIT PROVISIONS

A. CVWMA's records, which shall include but not be limited to all documents, accounting records, written policies and procedures, contract files (including proposals of successful and unsuccessful offerors), payroll records, original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement, shall be open to inspection by the City of Colonial Heights and subject to audit and/or reproduction, during normal working hours or at such other times as are mutually agreed upon by the parties, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by CVWMA or any of its agents or vendors pursuant to this Agreement.

B. For the purpose of such audits, inspections, examinations and evaluations, the City of Colonial Heights' agent or authorized representative shall have access to records from the effective date of this Agreement, for the duration of the Agreement, and until five (5) years after the date of final payment by City of Colonial Heights to CVWMA for each fiscal year of service pursuant to this Agreement.

C. The City of Colonial Heights' agent or authorized representative shall have reasonable access to CVWMA's facilities, shall have reasonable access to all necessary records, and shall be provided reasonable access to adequate and appropriate work space in order to conduct audits in compliance with this Article. City of Colonial Heights' agent or authorized representative shall give the CVWMA reasonable advance notice of intended audits.

ARTICLE XV. LICENSES, PERMITS AND CERTIFICATES

The responsibility for ensuring that all licenses, permits and certificates required in connection with any and all parts of the Special Project implemented by this Agreement rests with the Contractor.

ARTICLE XVI. INSURANCE, INDEMNIFICATIONS AND PERFORMANCE BONDS/LETTERS OF CREDIT

A. The Contractor shall be required to carry for the life of its Contract with the CVWMA, Public Liability Insurance, with a company licensed to do business in the Commonwealth of Virginia and in the amount and coverage specified below, in addition to any other contractual liability assumed by the Contractor. The Contractor shall, prior to commencement of work under the Contract, deliver a Certificate of Insurance from a carrier acceptable to the Contractor specifying such limits, with the CVWMA and the City of Colonial Heights in this special project named as additional insured parties. In addition, the insurer shall agree to give the CVWMA thirty (30) days written notice of its decision to cancel, change or fail to renew coverage. CVWMA will notify the City of Colonial Heights if this occurs. The CVWMA reserves the option to increase the required insurance amounts if the Contract is renewed

beyond the initial five term.

1. Worker's Compensation
Coverage A - Statutory Requirements
2. Automobile Liability, Including Owned, Non-Owned and Hired Car Coverage
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage
3. Comprehensive General Liability
Limits of Liability - \$4,000,000 Combined Single Limit for Bodily Injury and Property Damage Including:
Completed Operations/Products
Contractual Liability for Specified Agreements
Personal Injury
Broad Form Property Damage

NOTE: The levels of coverage required in 2. and 3. can be met either by the primary policy alone or in concert with an excess liability policy.

Pursuant to the Contract with the Contractor, the Contract shall be subject to termination by the CVWMA at any time if said insurance shall be canceled by the issuing company or the insurance company is relieved from liability for any reason. Notice of cancellation must be provided to the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated, if within five (5) working days of receipt of such notice, the affected Contractor files with the CVWMA a certificate evidencing similar insurance coverage to be effective for the balance of the Contract period.

B. The Contractor and any subcontractors shall indemnify and hold the CVWMA and its officers, agents and employees and the City of Colonial Heights and its officers, agents and employees harmless from and defend against all claims, damages, losses and expenses, including attorney fees, of whatever kind or nature arising out of or resulting from the Contractor's or any of its subcontractors' providing or failing to provide any construction, product, goods, or services required under the Contract, including, but not limited to, any such claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, or to economic loss; provided, however, that the Contractor's or any of its subcontractors' indemnification obligation under the scope of service of the Contract shall be limited to claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the Contractor or any subcontractor performing work required by the Contractor's Contract with the CVWMA, or anyone directly or indirectly employed by any of them or anyone for whose acts the Contractor or any subcontractor may be liable. Bringing of a suit on one or more causes of action will not prejudice or bar subsequent suits on any other causes of action, whether it accrued before or after the first suit.

The Contractor and any subcontractors shall indemnify and hold the CVWMA and its officers, agents and employees and the City of Colonial Heights and their officers, agents and employees, harmless from and defend against all claims (legal, equitable or administrative), damages, losses, expenses (including expert witness fees), consultant and attorney fees, remediation costs, removal costs, clean-up costs and all other costs, liabilities or expenses

arising out of or resulting from the performance of services set forth in the Contract, or the failure to perform said services. It is understood that this indemnification shall extend to any and all claims against the CVWMA or the City of Colonial Heights by third-parties or agencies of the federal, state or local governments for any environmental liability due to a release of pollutants to the environment, whether imposed by statute, ordinance, regulation or common law, relating to activities under the Contract. It is expressly understood that the CVWMA and the Participating Local Jurisdictions shall have no title to any of the materials collected, transported and disposed of by the Contractor pursuant to the terms of the Contract. This Section shall survive the expiration or termination of the Contract.

C. The Contractor shall furnish to the CVWMA, and keep current during the term of its Contract, including renewals if applicable, a performance bond for the faithful performance of the Contract and all obligations arising hereunder in the amount of \$290,000 or such other amount as negotiated with any renewal. Performance bonds may be adjusted at each anniversary of the Contract. Performance bonds shall be executed by a surety company licensed to do business in the Commonwealth of Virginia; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States. Performance bonds shall be in a form acceptable to the CVWMA and included as an Attachment to the respective Contract covering the faithful performance of the Contract. The CVWMA may allow an irrevocable letter of credit in lieu of the performance bond with a banking institution and on terms and conditions acceptable to the CVWMA.

Should the financial condition of the surety or banking institution become unacceptable to the CVWMA, the Contractor shall be notified in writing of that unacceptability. Within sixty (60) days of receipt of said notification, the Contractor shall furnish such additional bond or substitute letter of credit at the Contractor's expense as may be required by the CVWMA to protect its interests.

The Contract shall be subject to termination by the CVWMA at any time if said bond or letter of credit shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond or letter of credit must be served upon the CVWMA one hundred and twenty (120) days prior to the effective date of said cancellation. The Contract will not be terminated, if within five (5) working days of receipt of such notice if the Contractor files with the CVWMA a similar bond or letter of credit to be effective for the balance of the Contract period.

ARTICLE XVII. TITLES OF SECTIONS

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

ARTICLE XVIII. AMENDMENT

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Agreement. A signed original is to be fastened to the original Agreement with signed copies retained by all the parties. The written modification shall become effective according to the schedule agreed upon by the parties and set forth in any amendment to this Agreement.

ARTICLE XIX. MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED

This Special Project Service Agreement shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision or term of the Agreement.

ARTICLE XX. - SEVERABILITY AND WAIVER

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

ARTICLE XXI. - DELEGATION

Neither the Participating Local Jurisdictions nor the CVWMA shall delegate its duties under this Agreement without the written consent of the other.

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IN WITNESS WHEREOF, CVWMA and the City of Colonial Heights have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

Patricia Collins McCullagh
McCandlish Holton, P.C.

McCandlish Holton, P.C.

By:

Kirk Bell Jr.

Kimberly A. Hynes
Executive Director

Date:

3/2/12

APPROVED AS TO FORM:

CITY OF COLONIAL HEIGHTS

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

By:

**Thomas L. Mattis
City Manager**

Date:

IN WITNESS WHEREOF, CVWMA and the City of Colonial Heights have caused this Agreement to be executed on their behalf which shall be effective as of the day last executed by each of the parties.

APPROVED AS TO FORM:

Patricia Collins McCandlish
McCandlish Holton, P.C.

McCandlish Holton, P.C.

CENTRAL VIRGINIA WASTE MANAGEMENT AUTHORITY

By: Kimberly A. Hynes
Kimberly A. Hynes
Executive Director

Date: 3/2/12

APPROVED AS TO FORM:

CITY OF COLONIAL HEIGHTS

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

By: Thomas L. Mattis
City Manager

Date: _____

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Patricia Collins McCullagh
McCandlish Holton, P.C.

McCandlish Holton, P.C.

By:

Kimberly A. Hynes
Executive Director

Date:

3/2/12

APPROVED AS TO FORM:

CITY OF COLONIAL HEIGHTS

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

By:

**Thomas L. Mattis
City Manager**

Date:

A RESOLUTION NO. 12-20

A Resolution of the Council of the City of Colonial Heights, endorsing S. 713 and H.R. 1296, the Petersburg National Battlefield Boundary Modification Acts.

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

Whereas, Senators James Webb and Mark Warner have introduced S. 713, the Petersburg National Battlefield Boundary Modification Act, into the Senate; and

Whereas, Representative Randy Forbes has introduced H.R. 1296, the Petersburg National Battlefield Boundary Modification Act, into the House of Representatives; and

Whereas, both bills would modify the boundary of Petersburg National Battlefield to include 7,238 acres of core battlefield lands significant to the Siege and Defense of Petersburg, all land purchased from willing sellers; and

Whereas, the Siege and Defense of Petersburg was one of the most important battles of the Civil War and a significant event in the history of this region; and

Whereas, the 150th Anniversary of the beginning of the Siege and Defense of Petersburg is June, 2014 and is expected to be a major tourism event; and

Whereas, the Petersburg National Battlefield is a valuable asset to the Tri-Cities – bringing more than 175,000 persons to the improvement, expansion, and proper management and maintenance of the Park; and

Whereas, the City Council is desirous of encouraging the passage of S. 713 and H.R. 1296, the Petersburg National Battlefield Boundary Modification Acts.

NOW, THEREFORE, BE IT RESOLVED, that the Colonial Heights City Council encourages the passage of S. 713 and H.R. 1296, and directs the Clerk of Council to send attested copies of this Resolution to the Secretary of the Interior, to Senators James Webb and Mark Warner, to Congressman J. Randy Forbes, and to Lewis Rogers, Superintendent, Petersburg National Battlefield.

AND BE IT ALSO RESOLVED, that this Resolution shall be in full force and effect upon approval.

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



CITY OF COLONIAL HEIGHTS

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

City Hall · 201 James Avenue · P.O. Box 3401
Colonial Heights, Virginia 23834

George W. Schanzenbacher,
A.I.C.P., Director

MEMORANDUM

To: Honorable Mayor and Members of City Council
Mr. Thomas L. Mattis, City Manager

From: George W. Schanzenbacher, Director

Date: April 4, 2012

Subject: Planning Commission Actions at April 3, 2012 meeting

At the April 3, 2012 meeting of the Commission the following actions were taken:

1. Approved minutes of the March 6, 2012 meeting (enclosed).
2. Gave preliminary Site Plan approval for Martin's Fueling Station- 2960 Boulevard, based on revised structure plans. Please see attached final elevation drawings.
3. Approved by-law revision eliminating standing committees and allowing the Chairman to create special committees as necessary.
4. Heard staff presentation on proposed changes to the new zoning ordinance and approved holding a public hearing on the proposed changes.
5. Heard presentation by City Manager on proposed 2012-2017 Capital Improvement Program. Discussion on the proposed plan will be on the next Commission agenda.

2960 Boulevard- Approved Building Elevations





CITY OF COLONIAL HEIGHTS, VIRGINIA
Minutes of the Regular Meeting
of the Planning Commission
Tuesday, March 6, 2012

I. Call to Order

Vice-Chairman Townes called the meeting to order at 7:00 p.m.

II. Roll Call/Determination of Quorum

Mr. Schanzenbacher, Director of Planning and Community Development, called the roll.

Present: Mr. Townes
Mr. Freeland
Mr. Kollman
Mr. O'Connell
Mrs. Hamilton

Absent: Mr. Hartson

Mr. Schanzenbacher stated there was a quorum.

Also Present: City Manager Thomas L. Mattis, City Attorney Hugh P. Fisher, III, Planning Director George W. Schanzenbacher, Jamie Sherry, Neighborhood Revitalization Planner and Assistant Director of Public Works Brian Copple.

III. Approval of Minutes of December 2011

The minutes were approved on a roll call vote with no changes.

IV. Approval of Agenda

Mr. Fisher suggested that the agenda be rearranged to allow for consideration of a meeting format change. To do this, the agenda item "Discussion of committee appointments" was moved before the "Adoption of Rules of Procedure" agenda item.

V. Annual Organization Meeting

Election of Chairman and Vice-Chairman

Mr. Schanzenbacher stated that because of exceptional circumstances, the Commission's organization meeting was being held in March instead of January. It was decided on a roll call vote that Mr. Townes would serve as the Planning Commission Chairman and Mr. Freeland would serve as Vice-Chairman.

Appointment of Secretary

It was approved on a roll call vote the Mr. Schanzenbacher, as Director of Planning and Community Development, would serve as the Secretary of the Commission.

Resolution for Harry Hargis

The Commission approved on a roll call vote a resolution honoring Mr. Harry Hargis for his service to the City of Colonial Heights. Mr. Schanzenbacher stated that once the resolution had been signed, it would be presented to Mrs. Hargis. Mr. Mattis stated that the City Council would be presenting a resolution to Mrs. Hargis at the next Council meeting.

Appointment of a member to the Parks and Recreation Advisory Board

Mr. O'Connell was reappointed to the Parks and Recreation Advisory Board.

Discussion of Committee Appointments

Since some of the Planning Commission committees meet so infrequently, Mr. Fisher suggested that the Commission consider changing the rules of procedure provisions in the Planning Commission bylaws related to committees so that a report would only be necessary when a committee meets. There was general agreement to this suggestion. Mr. Fisher will prepare by-law modifications for the Commission to consider.

Adoption of Rules of Procedure

Based on the previous discussion about committees, the adoption of the rules and procedures was deferred until the April meeting.

Annual Report

The Annual Report was approved on a roll call vote with no discussion.

Architectural Review Board Member – recommendation to City Council

Since Mrs. Hamilton was appointed to the Architectural Review Board as a neighborhood representative, a member of the Commission still needed to be recommended to Council to sit on the Architectural Review Board. Mr. Kollman agreed to be recommended for the position.

VI. Hearing of Citizens Generally

There were no citizens in the audience that wanted to be heard.

VII. Public Hearings

SUP-12-1 880 West Roslyn Road-KHJ Colonial, LLC

Mr. Schanzenbacher stated that the special use permit request was to allow for the property at 880 West Roslyn Road, to be partially used for a restaurant, not to exceed 2000 square feet and a free standing Interstate sign. This restaurant would be located in the existing tractor museum building. The free standing pole sign would not exceed 45' in height and 192 square feet in size and would be located within 500 feet of Interstate 95 right of way lines.

Ms. Carrie Coyner, the attorney representing the applicant, stated that the museum was getting some local press and was great destination for families. Mr. Freeland asked about the size of the restaurant and the hours. Ms. Coyner stated that seating would be for

approximately 25 people. She stated the restaurant may want to stay open later than the museum's current hours, which are from 10:00 a.m. to 6:00 p.m. seven days a week.

Mr. O'Connell asked how many people visited the museum. Mr. Keith Jones, owner of the Tractor Museum, stated the museum received anywhere from 800 to 1000 visitors per month. There were often large groups that visited the museum during the week with approximately 160 attendees on the weekend.

Mrs. Hamilton asked if there would be a gift shop as part of the restaurant. It was stated that there already is a gift shop at the museum. Mrs. Hamilton stated that she had concerns about the sign. She stated that she did not feel that it was compatible with the area and that it was too large.

Ms. Coyner stated that it was important to have a sign this size because the museum is hard to find coming off the interstate. Additionally, she added that the sign is consistent with other signs along the interstate.

Mr. O'Connell asked where the sign would be located. The applicant stated that it was undetermined. After some additional discussion about sign placement and size SUP-12-1 880 resolution PC 12-2 was approved on an 4-1 vote.

VIII. Site Plan /Subdivisions

SP-12-1 2960 Boulevard Colonial Square Fuel Station

Mr. Schanzenbacher stated that the SP-12-1 was for the construction of a fueling station at the former Friendly's restaurant site. He specifically note staff concerns related to the location of curb cuts on Lakeview and Lenoir Aves and the compatibility of the the proposed fueling station with existing buildings on the block. Mr. Jonathan Jackson, PE of Bowman Consulting Group representing Martins supermarkets, thanked staff and asked if the Commission had any questions.

Mr. Mattis asked some questions about access to the site. Mr. Copple stated the City required Bowman Consulting to perform a traffic queuing study in order to demonstrate the impact of the proposed entrance to Martin's in relation to the Lakeview/Boulevard intersection. He stated the results of the traffic study warranted the additional ingress and egress off of Lenoir Avenue.

Mr. Copple also stated that the sidewalk and landscaping along the northern ROW of the fueling station will be constructed to meet the requirements established for the Lakeview Avenue Modernization construction currently under design and scheduled for construction summer of 2013.

The discussion then turned to appearance of the building and canopy. Members of the Commission had concerns about the colors of the fascia and the roof. It was stated that the color red was overwhelming and not consistent with the other building colors in the immediate area. The Commission also had concerns with the flat roof of the building and

canopy. The Commission suggested that the roofs be pitched and more brick be added to the columns and the building to be more consistent with the surrounding buildings.

The Martin's representative stated that the color red was part of their brand and they felt it was very important for their identity. Members of the Commission stated that they had no problem with the red being part of the Martin's logo, but it was overpowering as shown. It was also stated that the EVB bank is going to be a nice addition to the intersection and something more compatible with that building, or even with Dante's restaurant, would be more appropriate.

The Commission unanimously voted to defer SP- 12-1 until the April meeting. They asked the applicant to bring back alternative elevations.

IX. Old Business

Comprehensive Plan Update – Draft Vision Statement

Ms. Sherry presented the following draft Comprehensive Plan Vision Statement for the consideration:

The City of Colonial Heights will be recognized as an exceptional place in which to live, work, and visit. Our community will cherish its safe neighborhoods, historic heritage and scenic, natural resources.

The economic health of the City will welcome innovation and investment and will create opportunities for all.

This Vision will be achieved with the unified actions of the citizens, government, businesses, and other interested organizations, working in partnership to fulfill the City's potential as a small community with big ideals.

She stated that the draft Vision Statement was a result of the work of the City's Citizen Planning Committee and the citizens of Colonial Heights. After reviewing the results of both the Visioning Meeting and the Citizen Survey, the Citizen Planning Committee prepared the draft Vision Statement which will be used to formulate the goals and objectives for plan.

Members of the Commission complimented the Citizen Planning Committee on their hard work and commitment and approved the statement as written.

Ms. Sherry stated that as soon as the vision statement has been reviewed and approved by City Council, it will be made available for public comment. Additionally, she stated staff will begin drafting goals and policies that will go through the same public process. In the meantime, she would continue to collect data and begin writing the introduction and history portion of the plan.

Appomattox River Corridor Development Plan

Mr. Schanzenbacher gave a presentation on the Appomattox River Corridor Development Plan. He stated that the purpose of the plan was to determine if the land around the river could be considered for mixed uses. The Commission voted to endorse the plan as a possible vision for the area.

X. New Business

There was no new business.

XI. Committee Reports

Chairman Townes asked if there were any committee reports. There were no reports from the Commission members.

Mr. Mattis stated he would present the revised CIP to the Commission in April. Mr. Mattis also stated the new courthouse ground breaking would be in the next 60 days and that 600-602 Boulevard would be demolished by May 1.

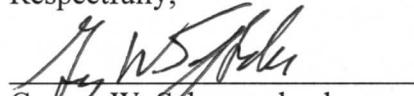
Mr. Mattis recognized Mr. Townes who was named Economic Development Ambassador of the year for 2011 at the Virginia's Gateway Region annual meeting.

There were no other reports from staff.

XII. Adjournment

Meeting adjourned at 8:35 p.m.

Respectfully,


George W. Schanzenbacher
Director, Department of Planning and Community Development

APPROVAL:


Charles E. Townes
Chairman

RESOLUTION NO. 12-2 (PC)

To recommend to City Council an ordinance to grant a special use permit to KHJ Colonial, LLC for property located at 880 West Roslyn Road; which property is presently zoned IN Industrial District, has parcel identification numbers 6805380004A, 68050000012C and 6805000012B, and comprises 11.5 acres, to allow for the property to be partially used for a restaurant not to exceed 2,000 square feet, which would be located in the existing farm museum building; and a free standing pole sign not exceeding 45 feet in height and 192 square feet in size, to be located within 500 feet of the Interstate 95 highway right-of-way.

WHEREAS, the Planning Commission has considered the attached ordinance, Exhibit A, relating to a proposed restaurant of not more than 2,000 square feet to be located in an existing Antique Tractor Museum Building at 880 West Roslyn Road and the construction at such address of a free standing pole sign, not to exceed 45 feet in height and 192 square feet in size, as depicted in Exhibit B; and

WHEREAS, the Planning Commission on March 6, 2012, held a public hearing on the special use permit request; and

WHEREAS, the Planning Commission has determined that the public necessity, convenience, general welfare, and good planning practice support the special uses requested for the area; and

WHEREAS, the Planning Commission finds that granting of the special use permit for the restaurant and free standing sign will not be detrimental to the safety, health, morals and general welfare of the community involved; will conform to the principles of good planning; will not tend to create congestion in streets, roads, alleys and other public ways and places in the area involved; will not create hazards from fire, panic or other dangers; will not tend to overcrowding of land and cause an undue concentration of population; will not adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements; and will not interfere with adequate light and air.

NOW, THEREFORE, BE IT RESOLVED BY THE COLONIAL HEIGHTS PLANNING COMMISSION:

That the Planning Commission recommends to City Council that the attached ordinance, Exhibit A, be approved and that a special use permit be issued to KHJ Colonial, LLC to allow for the property to be partially used for a restaurant not to exceed 2,000 square feet, which would be located in the existing farm museum building; and a free standing pole sign not exceeding 45 feet in height and 192 square feet in size, that would be located within 500 feet of the Interstate 95 highway right-of-way.

Approved this 6th day of March, 2012.

APPROVED:

Charles E. Townes/gs
Chairman

ATTEST:

George W. Schanzenbacher
Secretary



**SUP-12-1-Keystone Antique Tractor Museum – 880 West Roslyn Road –Special Use
Permit request for restaurant to be located in museum building and Interstate Highway
Free-standing sign**

Keith Jones, KHJ Colonial LLC is requesting approval to construct a 2,000 square foot restaurant in the existing museum building and to install a free standing Interstate highway sign, 45 ' high and approximately 190 sq. ft. in size, adjacent to Interstate Highway 95. This property is currently zoned IN Industrial District and both of the proposed activities are not permitted in this District. Both activities are allowed in the GB General Business District.



Location:

This property is located on West Roslyn Road, directly adjacent to I-95. Please see aerial photo

Existing land use:

The 11.5 acre site includes the Museum and Truck and Trailer operations.

Surrounding land uses:

North- industrial
South-industrial/service uses
East- single-family homes
West- I-95 and then Commercial

Existing zoning is as follows:

The site: IN Industrial District
North- IN Industrial District
South- IN Industrial District.
East- RL Low Density Residential District
West- GB General Business District

Please see the aerial photo for the surrounding areas existing land use and zoning

Relationship to Comprehensive Plan:

The Land Use Plan depicts this area as General Business.

Analysis of request:

A special use permit application has been filed as the requested uses are not permitted in the IN Industrial Zoning District. A rezoning request was not appropriate as some of the existing activities on the site are consistent with the permitted Industrial uses.

The restaurant would be located in the existing museum building and would be 2000 square feet, with approximately 25 seats and a staff of four. There is adequate parking on the site to accommodate this use. Please see the attached site and building floor plan for its proposed location.

The proposed sign should be constructed consistent with section 286-524.76 Commercial Development near Interstate Highways. For a sign 45' high the maximum square footage allowed would be 192 square feet. Please see attached preliminary sign plan drawing.

In March 2007 the Comprehensive Plan for this area was amended to General Commercial from Industrial. The proposed uses are consistent with the plan.

Public Work Comments:

No comment.

Building Official Comments

I have already been inside and there are no issues with the building code.

Fire Commissioner Comments

If the restaurant is going inside the existing footprint of the building, then there are no concerns with access and fire hydrants. Of course, they will have to meet the Building and Fire Code with the design and construction.

Attached please find the applicants application and a draft resolution for your consideration.

Photos



Looking south from parking lot



Looking west from parking lot

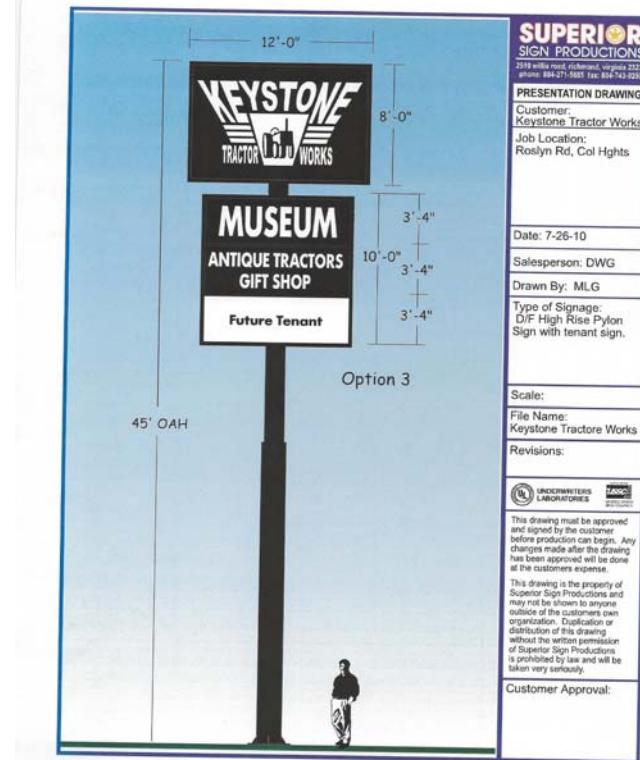
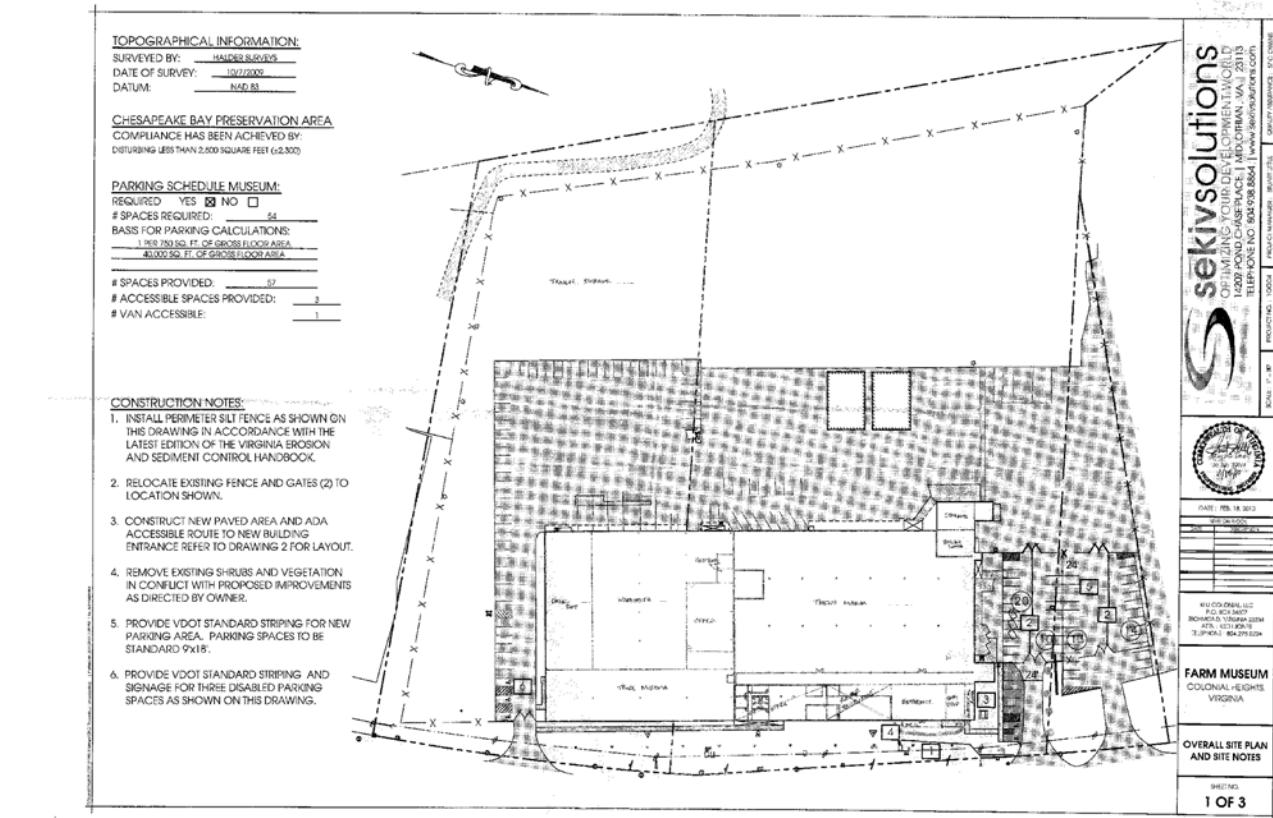


Looking south from edge of parking lot

Attached:

- Resolution including sign drawing
-

Planning Commission Action: Recommend Approval (4-1) 3/6/12



AN ORDINANCE NO. 12-_____

To grant a special use permit to KHJ Colonial, LLC, for property located at 800 West Roslyn Road.

WHEREAS, the Planning Commission at its meeting on March 6, 2012, held a public hearing on the issuance of a special use permit to KHJ Colonial, LLC, for property located at 800 West Roslyn Road; which property is presently zoned IN Industrial District, has parcel identification numbers 6805380004A, 68050000012C and 6805000012B, and comprises 11.5 acres, to allow for the property to be partially used for a restaurant not to exceed 2,000 square feet, which would be located in the existing farm museum building; and a free standing sign not exceeding 45 feet in height and 192 square feet in size, to be located within 500 feet of the Interstate 95 highway right-of-way lines, as generally depicted on the attached drawing prepared by Superior Sign Productions and dated July 26, 2010 (the "Drawing"); and

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

WHEREAS, pursuant to §17.11-1 of the Colonial Heights City Charter and Va. Code § 15.2-2204, City Council advertised a public hearing in *The Progress-Index* and held a public hearing at its Regular Meeting on April 10, 2012, to receive citizen comment on the issuance of a special use permit; and

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

THE CITY OF COLONIAL HEIGHTS HEREBY ORDAINS:

1. That Council finds, after investigation by the Colonial Heights' Planning Commission, that issuance of a special use permit to KHJ Colonial, LLC, for property located at located at 800 West Roslyn Road, will not be detrimental to the safety, health, morals and general welfare of the community involved; will conform to the principles of good planning; will not tend to create congestion in streets, roads, alleys and other public ways and places in the area involved; will not create hazards from fire, panic or other dangers; will not tend to overcrowding of land and cause an undue concentration of population; will not adversely affect or interfere with public or private schools, parks, playgrounds, water supplies, sewage disposal, transportation or other public requirements, conveniences and improvements; and will not interfere with adequate light and air.

2. That KHJ Colonial, LLC, be and is hereby granted a special use permit for a 11.5 acre parcel of property located at 880 West Roslyn Road, which has parcel identification numbers 6805380004A, 68050000012C and 6805000012B, to allow the property to be partially used for a restaurant not to exceed 2,000 square feet, which would be located in the existing farm museum building; and a free standing pole sign, not to exceed 45 feet in height and 192 square feet in size, to be located within 500 feet of the Interstate 95 right-of-way lines, as generally depicted on the Drawing; which Drawing is hereby attached to and made a part of this Ordinance.

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

granting of such permits.

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

