

# **CITY OF EMPORIA**

---

## **PUBLIC HEARINGS**

- 1. Water and Sewer Multiunit Connection Fees – Request to Amend City Code**
- 2. Transient Lodging Tax – Request to Amend City Code**
- 3. Smoove Operators – Request to Revoke Conditional Use Permit**

**AGENDA**  
**EMPORIA CITY COUNCIL**  
*Regular Meeting*  
**TUESDAY, November 18, 2014 - 6:30 P.M.**

---

### **OPENING PRAYER**

### **ROLL CALL**

### **APPROVAL OF MINUTES**

October 21, 2014 ~ Public Hearing and Regular Meeting

### **APPROVAL OF BILLS**

### **REPORTS**

Financial and Tax Reports  
Commissioner of the Revenue Report  
Permit and Inspection Report  
Police Report  
Sheriff Report  
Fire Report  
City Attorney Report

### **APPROVAL OF AGENDA**

### **NEW BUSINESS**

- 14-72. Water and Sewer Multiunit Connection Fees – Request to Amend City Code
- 14-73. Transient Lodging Tax – Request to Amend City Code
- 14-74. Smoove Operators – Request to Revoke Conditional Use Permit
- 14-75. 2014B General Obligation Bond – Request to Adopt Resolution



# **CITY OF EMPORIA**

---

## **PUBLIC HEARINGS**

- 1. Water and Sewer Multiunit Connection Fees – Request to Amend City Code**
- 2. Transient Lodging Tax – Request to Amend City Code**
- 3. Smoove Operators – Request to Revoke Conditional Use Permit**

**AGENDA**  
**EMPORIA CITY COUNCIL**  
*Regular Meeting*  
**TUESDAY, November 18, 2014 - 6:30 P.M.**

---

- 14-76. Public-Private Education Facilities and Infrastructure Act of 2020 (PPEA) Guidelines – Request to Adopt
- 14-77. Resolution of Support for Construction of and Access to the Atlantic Coast Pipeline – Request to Adopt
- 14-78. East Atlantic Street Reconstruction Project – Request to Adopt VDOT Revenue Sharing Resolution
- 14-79. EAGLES Scholarship Initiative – Request by Mayor Person
- 14-80. Farmers Market Advisory Board Expirations – Honorable Doris White/Mike Allen
- 14-81. City School Board – Term Expirations
- 14-82. Greensville County School Board – Term Expiration

**PUBLIC COMMENT**

**CLOSED SESSION**

## PUBLIC HEARINGS

---

- 1. Official Intent Resolution – Request to Adopt**
  - 2. West Atlantic Street Neighborhood Improvement Project – Request to Convey Lots to Habitat for Humanity**
  - 3. Rezoning Request – Reese Street**
  - 4. Rezoning Requests – 2412 and 2042 Reese Street**
- 

Emporia's City Council held a Public Hearing on Tuesday, October 21, 2014, at 6:30 p.m. in the Council Chambers of the Municipal Building, located at 201 South Main Street, Emporia, Virginia. Mayor Mary L. Person presided over the session.

The following City Council members were present:

Councilman F. Woodrow Harris  
Councilman James E. Ewing, III  
Councilwoman Carolyn S. Carey  
Councilwoman Doris T. White  
Councilwoman L. Dale Temple  
Councilwoman Carol Mercer

Others present:

Mary L. Person, Mayor  
C. Butler Barrett, City Attorney  
Brian S. Thrower, City Manager  
Dr. Edwin C. Daley, Projects Administrator  
Tessie S. Wilkins, City Clerk  
W. S. Harris, Jr., Treasurer  
Joyce E. Prince, Commissioner of the Revenue  
Don Wyatt, Chief of Police

Absent: Councilwoman Deborah D. Lynch

### **1. Official Intent Resolution – Request to Adopt**

Mr. Thrower reported that Davenport & Company, LLC, serving as Financial Advisor to the City, has distributed a Request for Proposals (the "RFP") for the issuance of a 2014B General Obligation Bond in an amount not to exceed \$1,800,000.00 for the Wastewater Treatment Plant Solids Handling Facilities Modifications and the West Atlantic Street Sanitary Sewer Replacement as approved with the adoption of the City's FY15 Budget. He also reported that the responses to the RFP are due back to Davenport & Company, LLC on October 24, 2014.

Mr. Thrower stated that bids have been obtained for both projects and remain valid until November 2, 2014. He also stated that the lowest responsible and responsive bidder for the Wastewater Treatment Plant Solids Handling Facilities Modifications is English Construction with a bid of \$1,446,000.00. He also stated that the lowest responsible and responsive bidder for the West Atlantic Street Sanitary Sewer Replacement is Lyttle Utilities, Inc. with a bid of \$374,715.00. He further stated that due to the fact that City Council will not meet again until

November 18, 2014 and bond closing is not scheduled until November 25, 2014, an Official Intent Resolution will authorize the City to reimburse itself with the proceeds of Indebtedness for Expenditures made with respect to the Projects. He reported that the bids for these projects will need to be awarded prior to the bond closing date and related expenditures are possible prior to bond closing.

Mr. Thrower reported that Roland Kooch with Davenport & Company, LLC will be here at the November 18, 2014 meeting to present a summary of the responses to the RFP and to make a recommendation.

Mayor Person asked if there was anyone present who wished to speak regarding this matter.

With there being no comments to come before City Council, Mayor Person declared the first public hearing closed and proceeded to the second public hearing.

## **2. West Atlantic Street Neighborhood Improvement Project – Request to Convey Lots to Habitat for Humanity**

Mr. Thrower stated that the City has been discussing options regarding the vacant lots created by the acquisition and demolition of properties on the West Atlantic Street Neighborhood Improvement Project area. He also stated that the project is funded by the Virginia Department of Housing and Community Development.

Mr. Thrower stated that the City is obligated to provide four new owner-occupied units in the project area. He also stated that the agreement Council approved at the September 2, 2014 meeting provided for the construction of two owner-occupied units by the Emporia-Greenville Habitat for Humanity. He further reported that the City staff is working with another agency for the construction of additional units.

Mayor Person asked if there was anyone present who wished to speak regarding this matter.

With there being no further comments to come before City Council, Mayor Person declared the second public hearing closed and proceeded to the third public hearing.

## **3. Rezoning Request – Reese Street**

Mr. Thrower reported that Dorothy Lee Toney has submitted an application to rezone a property located on Reese Street to R-2 Residential District. He also reported that the property is zoned I-1 Industrial District and is identified as City Tax Map Number 85-A-6A. He further reported that the property is currently vacant and has neither a structure nor home on the premises. He stated that the property abuts and is adjacent to parcels that are zoned both R-2 Residential District and I-1 Industrial District. He also stated that residential homes and industrial uses are also present in the area. He further stated that according to the application, Ms. Toney would like to have a home built on the property in the near future.

Mr. Thrower stated that the property is zoned I-1 Industrial District. He also stated that Section 90-78 (a) of the City's Zoning Code "I-1 districts shall be utilized for occupancy by certain industries which do not in any way detract from the utilization of adjacent areas to the

district for residential purposes.” He further stated that the property owner is requesting this property be rezoned to R-2 Residential District.

Mr. Thrower reported that Section 90-72 (a) of the City’s Zoning Code “R-2 districts shall be composed of quiet, residential area plus certain open areas where similar residential development appears likely to occur. He also reported that the regulations of this R-2 district are designed to stabilize and protect the essential characteristics of the R-2 district, to promote and encourage a suitable environment for family life, and to prohibit all activities of a commercial nature. He further reported that the development shall be limited to single unit dwellings, providing homes for the residents plus certain additional uses such as schools, parks, churches, and certain public facilities.”

Mr. Thrower stated according to the City’s 2008-2028 Comprehensive Plan Future Land Use Map, which was previously recommended by the Planning Commission and adopted by City Council, this property is designated as “Industrial.” He also stated that the Comprehensive Plan describes Industrial as “areas intended for a wide variety of industrial operation, including the production, processing packaging or treatment of manufactured products and materials. He further stated that these sites are sufficiently separated from existing population centers and can accommodate heavier types of industrial use. He advised that it is the intent of this category to preserve these lands for industrial use only and to exclude new residential or commercial development except for certain appropriate adjuncts to industrial operations. He also advised that this includes warehousing, wholesaling, light manufacturing, and processing operations, as well as associated office development and support facilities.” He further advised that per Section 15.2-2223 of State Code, the overall purpose of a locality’s comprehensive plan is to guide and accomplish a “coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants.”

Mr. Thrower stated that Section 15.2-2284 of State Code lists the relevant factors to consider in rezoning applications. He also stated that every proposed rezoning should be accompanied by an analysis of how the amendment will satisfy one or more of these factors. He further stated that a locality is not required to consider all nine factors in each zoning decision.

Mr. Thrower reported that the most pertinent factors applicable to this request involve the existing use and character of the property, including other properties in the immediate area, as well as the Comprehensive Plan. He also reported that this property is currently vacant and has neither a structure nor home on the premises. He further reported that the applicant wishes to build a new home on the property in the near future. He stated that in terms of other properties in the immediate area, this property abuts and is adjacent to parcels that are zoned both R-2 Residential District and I-1 Industrial District. He also stated that residential homes and industrial uses are present in the area.

Mr. Thrower stated that in terms of the Comprehensive Plan Future Land Use Map, this parcel is designated as “Industrial.” He also stated that this property and other properties in the immediate area are currently zoned I-1 Industrial District and have collectively been identified as an industrial area on the Future Land Use Map. He further stated that the preservation of industrially zoned areas is of prime importance in order to both attract new industries to our area and help retain our existing industries. He advised that this is especially important given the City’s small geographic area and inability to annex. He also advised that City Council has also identified Economic Development as a Strategic Priority in its Strategic

Plan adopted May 6, 2014. He further advised that should this property be rezoned, the inventory of industrially zoned properties will decrease and the integrity of the Comprehensive Plan Future Land Use Map, as it currently exists, will be compromised. He stated that he recommended that this rezoning request be denied and the property remain zoned I-1 Industrial District. He also stated that the Planning Commission voted 5 to 0 to recommend that Council approve this rezoning request at the October 14, 2014 meeting.

Mayor Person asked if there was anyone present who wished to speak regarding this matter.

**Alton Bryant, of 2590 Reese Street, Emporia, Virginia** stated that he was speaking on behalf of his sister Dorothy Toney. He also stated that his sister was not notified of the changes made to her property, and it has reduced the value of the property. He further stated that his sister would like to have a home built there in the future.

**Marva Dunn, of 272 Astrio Street, Emporia, Virginia,** stated that she hopes Council find a way to rezone the properties on Reese back to R-2 Residential District.

With there being no further comments to come before City Council, Mayor Person declared the third public hearing closed and proceeded to the fourth public hearing.

#### **4. Rezoning Requests – 2412 and 2042 Reese Street**

Mr. Thrower reported that Marveen Robinson has submitted an application to rezone 2412 Reese Street and 2042 Reese Street to R-2 Residential District. He also reported that these properties are zoned I-1 Industrial District and are identified as City Tax Map Numbers 105-A-2 and 105-A-3. He further reported that homes currently sit on both properties and are used for residential purposes. He stated that these properties are considered non-conforming, per Section 90-12 of the Zoning Code. He also stated that both properties abut and are adjacent to parcels that are all zoned I-1 Industrial District. He further stated the other non-conforming residential homes abut the properties. He stated that existing industrial uses are also present in the immediate area.

Mr. Thrower stated that the properties are zoned I-1 Industrial District. He also stated that Section 90-78 (a) of the City's Zoning Code "I-1 districts shall be utilized for occupancy by certain industries which do not in any way detract from the utilization of adjacent areas to the district for residential purposes." He further stated that Ms. Robinson is requesting both properties be rezoned to R-2 Resident District.

Mr. Thrower reported that per Section 90-72 (a) of the City's Zoning Code "R-2 districts shall be composed of quiet, residential areas plus certain open areas where similar residential development appears likely to occur. The regulations of this R-2 district are designed to stabilize and protect the essential characteristics of the R-2 district, to promote and encourage a suitable environment for family life, and to prohibit all activities of a commercial nature. Development shall be limited to single unit dwellings, providing homes for the residents plus certain additional uses such as schools, parks, churches, and certain public facilities."

Mr. Thrower stated that according to the City's 2008-2028 Comprehensive Plan Future Land Use Map both of these properties are designated as "Industrial." He also stated that the Comprehensive Plan describes Industrial as "areas intended for a wide variety of industrial

operations, including the production, processing, packaging or treatment of manufactured products and materials. He further stated that these sites are sufficiently separated from existing population centers and can accommodate heavier types of industrial use. He advised that it is the intention of this category to preserve these lands for industrial use only and to exclude new residential or commercial development except for certain appropriate adjuncts to industrial operations. He also advised that this also includes warehousing, wholesaling, light manufacturing, and processing operations, as well as associated office development and support facilities.” He further advised that per Section 15.2-2223 of State Code, the overall purpose of a locality’s comprehensive plan is to guide and accomplish a ‘coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants.”

Mr. Thrower stated that Section 15.2-2284 of the State Code lists the relevant factors to consider in rezoning applications. He also stated that every proposed rezoning should be accompanied by an analysis of how the amendment will satisfy one or more of these factors. He further stated that a locality is not required to consider all nine factors in each zoning decision.

Mr. Thrower advised that the most pertinent factors applicable to these requests involve the existing use and character of the properties, including other properties in the immediate area, as well as the Comprehensive Plan. He also advised that homes currently sit on both properties and are used for residential purposes. He further advised that those properties serve as the primary residences for Ms. Robinson and her mother. He stated that in terms of other properties in the immediate area, both properties abut and are adjacent to parcels that are all zoned I-1 Industrial District. He also stated that other non-conforming existing residential homes abut the properties. He further stated that existing industrial uses are also present in the immediate area.

Mr. Thrower reported that in terms of the Comprehensive Plan Future Land Use Map, these two parcels are both designated as “Industrial.” He also reported that these properties and other properties in the immediate area are currently zoned as I-1 Industrial District and have collectively been identified as an industrial area on the Future Land Use Map. He further reported that preservation of industrially zoned areas is of prime importance in order to both attract new industries to the area and help retain the existing industries. He stated that this is especially important given the City’s small geographic area and inability to annex. He also stated that City Council has also identified Economic Development as a Strategic Priority in its Strategic Plan adopted May 6, 2014. He advised that should this property be rezoned, the inventory of industrially zoned properties will decrease and the integrity of the Comprehensive Plan Future Land Use Map will be compromised. He recommended that the rezoning requests be denied and the properties remain zoned I-1 Industrial District. He reported that the Planning Commission voted 3 to 2 to recommend that Council deny the request at the October 14, 2014 meeting.

Mayor Person asked if there was anyone present who wished to speak regarding this matter.

**Marveen W. Robinson, of 2412 Reese Street, Emporia, Virginia,** stated she was not notified of changing the properties from residential to industrial; therefore, the value of my home was decreased. She also stated that felt as if she was treated very wrong.

With there being no more comments to come before City Council, Mayor Person declared the public hearing closed.

---

Mary L. Person, Mayor

---

Tessie S. Wilkins, City Clerk

**MINUTES  
EMPORIA CITY COUNCIL  
CITY OF EMPORIA MUNICIPAL BUILDING  
October 21, 2014**

*Note to Reader: Although the printed agenda document for this City Council meeting is not part of these minutes, the agenda document provides background information on the items discussed by City Council during the meeting. A copy of the agenda document for this meeting may be obtained by contacting the Office of the City Clerk.*

Emporia City Council held a regular meeting on Tuesday, October 21, 2014 at 6:30 p.m. in the Council Chambers of the Municipal Building, located at 201 South Main Street, Emporia, Virginia. Mayor Mary L. Person presided over the meeting with Carolyn Carey, Council Member offering the invocation.

**ROLL CALL**

The following City Council members were present:

Councilman F. Woodrow Harris  
Councilman James E. Ewing, III  
Councilwoman Carolyn S. Carey  
Councilwoman Doris T. White  
Councilwoman L. Dale Temple  
Councilwoman Carol Mercer

Others present:

Mary L. Person, Mayor  
C. Butler Barrett, City Attorney  
Brian S. Thrower, City Manager  
Dr. Edwin C. Daley, Projects Administrator  
Tessie S. Wilkins, City Clerk  
W. S. Harris, Jr., Treasurer  
Joyce E. Prince, Commissioner of the Revenue  
Don Wyatt, Chief of Police

Absent: Councilwoman Deborah D. Lynch

**MINUTES APPROVAL**

Councilwoman Temple moved to approve the minutes from the Tuesday, September 2, 2014, City Council Regular meeting minutes as presented, seconded by Councilwoman Carey, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye

Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

**APPROVAL OF BILLS**

A listing of the September 16, 2014 bills was presented to City Council members.

General Fund	\$	948,481.00
Utility Fund	\$	120,614.87

A listing of the October 21, 2014 bills was presented to City Council members.

General Fund	\$	1,012,692.39
Utility Fund	\$	77,281.46

Councilwoman Temple moved to approve the September 16, 2014 and October 21, 2014 bills as presented, seconded by Councilwoman Carey, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

**FINANCIAL AND TAX REPORTS**

Honorable W. S. Harris, Jr., City Treasurer provided his report to City Council members. There were no questions regarding his report.

**COMMISSIONER OF THE REVENUE REPORT**

Honorable Joyce E. Prince, Commissioner of the Revenue provided her report to City Council members. There were no questions regarding her report.

**PERMIT AND INSPECTION REPORT**

Randy C. Pearce, Building/Fire Official provided his report to City Council members. There were no questions concerning his report.

**POLICE REPORT**

Don Wyatt, Chief of Police provided his report to City Council members. There were no questions concerning his report.

**CITY SHERIFF REPORT**

Sam C. Brown, Sheriff provided his report to City Council members. There were no questions concerning his report.

## **CITY ATTORNEY REPORT**

C. Butler Barrett, City Attorney had no matters to report to City Council members.

## **AGENDA APPROVAL**

Councilwoman Temple moved to approve the agenda as presented, seconded by Councilwoman Mercer, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

## **NEW BUSINESS**

### ***14-59. Financial Policy Guidelines – Request to Adopt***

Mayor Person stated that Roland Kooch of Davenport and Company was in attendance to review the City's recommended Financial Policy Guidelines.

She welcomed Mr. Roland Kooch and turned the presentation over to him.

Mr. Roland Kooch of Davenport and Company addressed the Mayor, City Council and staff stating that Davenport & Company, as the City's Financial Advisor, was engaged to provide A Financial Advisory Service with respect to the analysis, development and implementation of Recommended Financial Policy Guidelines here by City Council.

He reported that the recommended Capital Improvement Budget policy was as followed:

- Implementation of a five-year Capital Improvement Plan and consideration of all capital improvements in accordance with such a plan
- The five-year Capital Improvement Plan will only include projects with identified and known/realistic funding sources.
- Enact an Annual Capital Budget based on the first year of the five-year Capital Improvement Plan.

He reported that the summary of budget development policies are as followed:

- The City will use current revenues to fund current expenditures.
- One-time funds will be used for special projects and will not be used for continuing operations.
- The City will prepare and annually update a long-range (five year) financial forecast model.

- The City Manager and Director of Finance Director will review expenditure and revenues quarterly and provide reports to City Council.
- Budget requests after the budgetary process and adoption of the annual budget shall be considered in the next budget cycle, unless such request is deemed an emergency or provide a material benefit (i.e. grant matching funds or other similar items) that affects the operations of the City government.

He reported that the recommended summary of General Fund/Utility Reserve (Days Cash on Hand) Policies shall not be less than 35% of the Total General Fund Budgeted Expenditures. He also reported that this translated into approximately \$5,845,000.00. He further reported that as of FY13, the City had \$7.0 million of Unassigned Fund Balance. He stated that the Utility Days Cash on Hand shall be maintained between 225 and 275 days. He also stated that this translated into an approximate \$1.7 to \$2.1 million of unrestricted cash. He further stated that as of FY2013, the City had \$1.9 million of Unassigned Cash (251 Days Cash on Hand).

He stated that the recommended summary of the Debt Policy guidelines are as followed:

- In addition to General Obligation debt, the City shall be able to incur Capital Leases, moral Obligation and/or Off-Balance sheet indebtedness from time to time, when shown to be in the best interest of the City.
- Total G.O. Debt shall not exceed 10% of Total Assessed Valuation of Taxable Real Property.
- The 10-year payout ratio of Direct Net Tax Supported Debt (excludes-self supporting Utility G.O. Bonds) shall not be less than 50%.
- Direct Net Supported Debt Service shall not exceed 12% of Total Governmental Expenditures (Budget). This policy excludes self-supporting Utility G.O. debt that is repaid from user fees and applies to General Fund tax supported General Obligation, Capital Lease, Moral Obligation and Off-Balance sheet debt. Projected capacity in FY2015 for new debt service payments is approximately \$1.35 million based on the City's operating budget. This translates into approximately \$17.5 million borrowing capacity.

He stated that the recommended summaries of Investment Policies are the following:

- Primary objectives in order: Safety, Liquidity and Return on Investment
- Investments shall be made with a Standard of Prudence and investment practices shall be such that Conflicts of Interest are avoided.
- Safekeeping of Investments shall be in accordance with Section 2.2-4515 of the Code of Virginia (Safekeeping with a third-party custodian who is not a counterparty among other requirements)
- Authorized investments include the following and are generally restricted to a maximum term of five years:
  - U.S. Treasury Obligations.
  - Agencies (FHLB, FNMA, FFCB and FHLMC) – Fixed rate and guaranteed as to principal and interest.
  - Prime Commercial Paper- Rated by at least two of the three National Credit Rating Agencies (P-1, A-1 or F-1 or better).

- Certificates of Deposit issued by domestic banks – Rated P-1 and A-1 or better; Issuer must be domestic or domestic office of an international bank rated Aa and AA or better.
- Municipal Obligations – Commonwealth of Virginia and Virginia Local Government Obligations rated AA or better by at least two of the three National Credit Rating Agencies.
- Repurchase Agreements – Collateralized U.S. Treasuries and Agencies listed above; required collateral at 102% marked to market weekly.
- Mutual Funds – Trade on a constant net asset value and are registered under the Securities Act of the Commonwealth of Virginia or the Federal Investment Co. Act of 1940 and, which invest solely in instruments otherwise permitted above.
- LGIP and SNAP

Mayor Person thanked Roland Kooch for his attendance and presentation.

He recommended that Council approves the Financial Policy Guidelines.

Councilman Harris made a motion to approve the recommended Financial Policy Guidelines as presented by Roland Kooch, seconded by Councilwoman Temple, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-60. Official Intent Resolution – Request to Adopt***

Mr. Thrower stated that this item was the subject of the public hearing previously held.

Councilman Harris made a motion to adopt **Resolution No. 14-07** declaring its intent to reimburse the cost certain expenditures, seconded by Councilwoman Mercer, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-61. West Atlantic Street Neighborhood Improvement Project – Request to Convey Lots to Habitat for Humanity***

Mr. Thrower stated that this item was the subject of the public hearing previously held.

Councilwoman Carey made a motion to approve conveying the two vacant lots located on Washington Street to Habitat for Humanity, seconded by Councilman Ewing, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-62. Rezoning Request – Reese Street***

Mr. Thrower stated that this item was the subject of the public hearing previously held.

Councilwoman Carey made a motion to approve the rezoning request for the Reese Street property identified as City Tax Map Number 85-A-6A and to also waive the rezoning application fee, seconded by Councilwoman White, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-63. Rezoning Requests – 2412 and 2042 Reese Street***

Mr. Thrower stated that this item was the subject of the public hearing previously held.

Councilwoman Carey made a motion to approve the rezoning requests for 2412 and 2042 Reese Street property and to also waive the rezoning application fee, seconded by Councilwoman White, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-64. Architectural Compatibility Review – 310 North Main Street***

Mr. Thrower reported that Billy Soles seeks architectural compatibility review approval for a pre-built 12x21 storage shed to be installed behind the annex at Calvary Baptist Church located at 310 North Main Street. He stated that according to the application, Calvary Baptist Church plans to remove the existing carport style unit and replace it with the storage shed in the rear of the property. He also stated that Section 90-80 (k) of the City's Zoning Code requires that City Council review architectural compatibility requests in the Downtown District.

He recommended that Council approve this request. He reported that at the October 14, 2014, the Planning Commission voted to approve this request.

Councilwoman Temple made a motion to approve the architectural compatibility review, seconded by Councilwoman White, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-65. Enterprise Zone Incentives – Appropriation Ordinance***

Mr. Thrower stated that he recommended that Council adopt the ordinance appropriating the sum of \$55,976.00 into the City's FY15 budget to be utilized for BPOL and machinery & Tools grant disbursements through the Emporia Industrial Development Authority as part of the City's local Enterprise Zone incentive program.

Councilwoman Temple made a motion to adopt **Ordinance No. 14-18** to appropriate the sum of \$55,976.00 from the Unappropriated Fund Balance of the General Fund for the Enterprise Zone Incentives, seconded by Councilwoman Mercer, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-66. Drug Seizure Fund – Appropriation Ordinance***

Mr. Thrower reported that the City of Emporia Police Department seized money that had been determined by court order to have been used in drug transactions. He stated that before spending these funds, they must first be appropriated into the General Fund Operating Budget for the current year.

Mr. Thrower reported that the Police Department wished to use \$36,000.00 in seized funds for the purchase of an unmarked equipped patrol vehicle.

Councilman Ewing made a motion to approve **Ordinance No. 14-19** to appropriate the sum of \$36,000.00 in Drug Seizure Funds, seconded by Councilwoman Temple, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye

***14-67. Department of Environment Quality Grant Funds – Appropriation Ordinance***

Mr. Thrower reported that the City of Emporia was awarded a grant from the Department of Environmental Quality (DEQ) in the amount of \$6,357.00 for the Litter Prevention and Recycling Program. He also reported that Council would need to adopt the ordinance in order to appropriate these funds into the FY15 budget in order to utilize this award.

Councilman Ewing made a motion to approve **Ordinance No. 14-20** to appropriate the sum of \$6,357.00 in Grant Funds from the Department of Environmental Quality for Litter Prevention and Recycling, seconded by Councilwoman Temple, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-68. Water and Sewer Multiunit Connection Fees – Request to Authorize a Public Hearing to Amend City Code***

Mr. Thrower stated that at Council, July 15, 2014 meeting Council requested staff to develop options regarding how multiunit connection fees should be applied to various types of development. He also stated that per City Code Sections 78-72 and 78-188, developers are currently charged \$1,000.00 per unit within a multiunit development for each water tap, and \$2,000.00 per unit within a multiunit development for each sewer tap, for a total of \$3,000.00 per unit. He further stated that these per unit connection fees are in addition to standard water and sewer tap fees charged. He stated that the minimum water tap charge is \$3,000.00. He also stated that the minimum sewer tap charge is \$4,000.00.

Mr. Thrower reported per Council's, direction from the September 2, 2014 meeting, an ordinance amending both the aforementioned City Code sections to clarify the charge to various types of development. He also reported that the proposed fees were as follows:

- Single-family dwellings will be charged a \$3,000.00 water tap fee and a \$4,000.00 sewer fee. These are the current fees for single-family dwellings.
- Two-family and multiple-family dwellings will be charged a \$3,000.00 water tap fee plus \$1,000.00 per dwelling unit and a \$4,000.00 sewer tap fee plus \$2,000.00 per dwelling unit. These are the current fees for these dwellings.
- Lodging facilities, i.e. hotels, motels, recreational vehicle parks, etc., will be charged a \$5,000.00 water tap fee (\$3,000.00 water tap fee plus a \$2,000.00 per dwelling unit. These are the current fees for these dwellings.
- All other types of development will be charged the current \$3,000.00 water tap fee and \$4,000.00 sewer tap fee.

- Developers will continue to be charged the difference in materials cost for any water and sewer taps exceeding the standard size.

He recommended that Council authorize conducting a public hearing on November 18, 2014 with the intent of amending City Code as it applies to water and sewer tap fees.

Councilman Harris made a motion to authorize conducting a public hearing on November 18, 2014 with the intent of amending City Code as it applies to water and sewer tap fees seconded by Councilman Ewing, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-69. Transient Lodging Tax – Request to Authorize a Public Hearing to Amend City Code***

Mr. Thrower reported that per State Code Section 58.1-3840, “any city or town having general taxing powers established by charter pursuant to or consistent with the provisions of Section 15.2-1104 may impose excise taxes on cigarettes, admissions, transient room rentals, meals, and travel campgrounds.” He also reported that he was proposing that Council amend the City Code to allow for the imposition of excise taxes on “travel campgrounds,” as is already done with other lodging facilities such as motels and hotels. He further reported that a “travel campground” means but is not limited to a “recreational vehicle park” as defined in City Code Section 90-1.

He recommend Council authorize conducting a public hearing on November 18, 2014 with the intent of amending the City Code as it applies to the transient lodging tax.

Councilman Ewing made a motion to authorize conducting a public hearing on November 18, 2014 with the intent of amending the City Code as it applies to the transient lodging tax, seconded by Councilwoman Temple, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-70. Smoove Operators – Conditional Use Permit Review***

Mr. Thrower stated that at Council, March 19, 2013 meeting a Conditional Use Permit was approved for Smoove Operators to operate a “nightclub” at 773 N. Main Street. He also stated per Section 90-1 of City Zoning Code, a “nightclub” is defined as “an establishment for evening entertainment, generally open until the early morning hours that serves liquor and usually food and offers patrons music, comedy acts, a floor show, or dancing.” He further stated

that the Conditional Use Permit initially approved stipulated an initial six month review by City Council with annual reviews thereafter.

Mr. Thrower reported a list of incidents that have occurred at Smoove Operators since January 2013 involving noise complaints from residents, crowds in the parking lot, and patrons fighting. He also reported that most of these incidents occurred in the early-morning hours.

Mr. Thrower stated that Chief Wyatt, and himself recommended that Smoove Operators' Conditional Use Permit to operate a "nightclub" be revoked. He also stated that this recommendation was primarily attributed to the number of noise complaints received from residents in the immediate area and Smoove Operators' close proximity to residential properties. He further stated that residential properties were located directly across and behind the streets of Smoove Operators. He stated that apartment units were also located beside the property. He also stated that if Council agreed with staff's recommendations to revoke Smoove Operators' Conditional Use Permit, Council will need to authorize conducting a public hearing at the November 18, 2014 meeting to consider the matter and take official action at that time.

Councilman Harris made a motion to authorize conducting a public hearing at the November 18, 2014 meeting to consider the Conditional Use Permit for Smoove Operators, seconded by Councilwoman Temple, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

***14-71. Take Home Vehicle/Residency Requirement Policy – Request by Council Member Harris***

Mr. Thrower reported that Councilman Harris requested that this item be placed on the agenda. He also reported that per Codes, Section 1-5 Residency stated "The City Manager shall be required to reside within the corporate limits of Emporia within 12 months of appointment, as required by the City Charter. Individuals appointed to the positions of Police Chief, Emergency Services coordinator/Director, Public Works Director, and Public Utilities Director shall also reside within the corporate limits of Emporia, Greensville County, or a 20-mile radius of the City within 12 months of appointment in order to provide a timely response in emergency situations. This requirement shall only apply to individuals appointed to the aforementioned positions after March 1, 2011. All other employees including other department heads and the Assistant City Manager are encouraged to reside within the corporate limits of Emporia, Greensville County, or a 20-mile radius of the City but are not required to do so. Any new or existing employee who chooses to reside outside the corporate limits of Emporia, Greensville County, or a 20-mile radius of the City and who drives a City vehicle shall keep that vehicle at his or her work site and shall not be permitted to drive that vehicle home."

Councilman Harris made a motion to amend Codes Section 1-5 Residency 20-mile radius to a 25-mile radius, seconded by Councilwoman White, which passed as follows:

Councilman F. Woodrow Harris	aye
------------------------------	-----

Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

## **PUBLIC COMMENT**

Mayor Person asked if anyone wished to bring a matter before City Council members adhering to the three minute time limitation.

*Ms. Marva Dunn, 272 Astrio Street*, addressed Council stating that she appreciates Council rezoning the properties on Reese Street.

*Deacon Cornell Hines, Emporia, VA*, addressed Council stating that Revered Pruett has been ill over a month now and is progressing very nicely. He also thanks Council for all of their assistance to Habitat for Humanity.

*Mr. Alton Bryant, 2590 Reese Street*, addressed Council stating thank you for rezoning the Reese Street properties.

*Mr. Tim Yates, 773 N Main Street*, addressed Council requesting a copy of the incidents that have taken place at Smoove Operations.

With there being no comments to come before City Council, Mayor Person closed the public comment portion of the meeting.

### **\*\*\*CLOSED SESSION\*\*\***

Councilwoman Temple moved that Closed Session be entered for the purpose of discussing Virginia Code Sections § 2.2 3711 (A) (3) **Acquisition of real property for public purposes and (A) (7) Legal matter requiring the advice of counsel pertaining to Social Services funding**, seconded by Councilwoman Mercer, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye
Councilman James E. Ewing, III	aye
Councilwoman Carol Mercer	aye

### **\*\*\*Regular Session\*\*\***

Councilwoman White moved that the meeting be returned to Regular Session. Councilwoman Temple seconded the motion, which passed as follows:

Councilman F. Woodrow Harris	aye
Councilwoman Doris T. White	aye
Councilwoman Carolyn S. Carey	aye
Councilwoman L. Dale Temple	aye

Councilman James E. Ewing, III                    aye  
Councilwoman Carol Mercer                         aye

---

**CERTIFICATION**

Councilwoman White moved to certify the following:

1. only public business matters are lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act were discussed in the Closed Session to which this certification applies, and
2. only such public business matter as were identified in the motion by which the Closed Session was convened were heard, discussed, or considered by City Council.

Councilwoman Temple seconded the motion, which passed as follows:

Councilman F. Woodrow Harris                    aye  
Councilwoman Doris T. White                     aye  
Councilwoman Carolyn S. Carey                 aye  
Councilwoman L. Dale Temple                    aye  
Councilman James E. Ewing, III                 aye  
Councilwoman Carol Mercer                       aye

Councilman Harris made the motion to authorize the City Manager to proceed with obtaining the option on the property discussed in closed session, Councilwoman Mercer seconded the motion, which passed as follows:

Councilman F. Woodrow Harris                    aye  
Councilwoman Doris T. White                     aye  
Councilwoman Carolyn S. Carey                 aye  
Councilwoman L. Dale Temple                    aye  
Councilman James E. Ewing, III                 aye  
Councilwoman Carol Mercer                       aye

**ADJOURNMENT**

With no further business to come before City Council, Mayor Person adjourned the meeting.

---

Mary L. Person, Mayor

---

Tessie S. Wilkins, City Clerk

# Review of Bills

## November 18, 2014

### GENERAL FUND

#### LEGISLATIVE

Harris, F. Woodrow	77.95
Independent Messenger	82.80
Mercer, Carol	230.12
Telpage, Inc.	79.90
Tessie S. Wilkins	68.67
Treasurer of Virginia - VITA	12.73
Verizon	19.20
White, Doris T.	150.00
Xerox Corporation	76.00

#### EXECUTIVE

Department of Motor Vehicles	10.00
Emporia Greensville Chamber	10.00
Greenberg & Associates	700.00
Independent Messenger	170.78
Lennie Turner - Richmond Times	20.00
Pembroke Occupational Health	216.00
Pitney Bowes	1,552.99
Telpage, Inc.	84.95
Treasurer of Virginia - VITA	30.94
Verizon	278.43
Xerox Corporation	143.26

#### LAW

Barrett Law Office, PC	3,787.33
C. Butler Barrett	648.80

#### REGISTRAR

Independent Messenger	124.20
Treasurer of Virginia - VITA	0.78
Verizon	19.20
Xerox Corporation	8.18

#### EMERGENCY SERVICES

Jim's Auto Paint & Body Shop	645.34
PACE Collaborative	395.00
Sadler Brothers Oil Company, Inc.	75.79
Treasurer of Virginia - VITA	4.86
Verizon	38.40
Verizon Wireless	49.74
Xerox Corporation	71.01

#### VICTIM WITNESS

##### VJCCCA/FAMILY VIOLENCE PREVENTION

Behavioral Interventions	154.45
Caroline Gatten, LCSW	1,740.00
Family YMCA of Emporia-Greensville	3,172.00
Sadler Brothers Oil Company, Inc.	75.67
Staples	3,107.95
Telpage, Inc.	49.95
Treasurer of Virginia - VITA	15.23
Verizon	129.31
Verizon Wireless	118.30

##### SHARED SERVICES

County of Greensville	450,224.70
-----------------------	------------

#### FINANCE

Anthem Blue Cross/Blue Shield	46,089.78
Sheila J. Cutrell	17.05
Treasurer of Virginia	164.53
Treasurer of Virginia - VITA	9.88
Verizon	57.35
Xerox Corporation	129.45

#### TREASURER

M & W Printers, Inc.	1,954.81
Reliable Office Supplies	287.29
Treasurer of Virginia - VITA	404.91
University of Virginia	140.00
Verizon	155.97
Xerox Corporation	9.04

#### COMMISSIONER OF REVENUE/ASSESSOR

Independent Messenger	41.40
Quill Corporation	315.12
Reliable Office Supplies	483.25
Treasurer of Virginia - VITA	421.03
Verizon	81.05
Xerox Corporation	0.04

#### DEBT SERVICE

BB&T Governmental Finance	7,553.54
Carter Bank & Trust	22,324.63
First Citizens Bank	7,580.08
The Bank of Hampton Roads	3,665.43
The Bank of Southside Virginia	2,258.48
USDA Rural Development	5,000.00

# Review of Bills

## November 18, 2014

### COURTS

Connie Louise Edwards, PC	120.00
Crater Youth Care Commission	15,842.33
Southside Regional Jail	158,579.08
Townsend Law Offices	120.00
Treasurer of Virginia - VITA	20.26
Verizon	94.12

### COURT SERVICES UNIT

Emporia CNBB, LP	2,337.50
Newsome Law Office, PLLC	120.00
Sadler Brothers Oil Company, Inc.	192.27
Staples	40.97
Treasurer of Virginia - VITA	39.74
Verizon	239.10
Verizon Wireless	331.24

### SHERIFF

Emporia CNBB, LP	325.00
Matthew Bender & Company, Inc.	61.08
Sadler Brothers Oil Company, Inc.	465.00
Telpage, Inc.	39.99
Treasurer of Virginia - VITA	8.97
Verizon	104.78
Verizon Wireless	90.96
Virginia Sheriffs' Association	459.00

### FIRE

City of Emporia Utility Fund	627.55
Dominion Virginia Power	1,929.97
Emporia Clinic Corporation	1,096.00
Emporia Medical Associates, PC	7,215.00
Fidelity Engineering Corporation	145.10
Galls, Inc.	1,650.00
Houchins Pest Control Service	18.50
Jerry's Professional Carpet Cleaning	2,000.00
Lincoln Financial Group	23.59
Mecklenburg Electric Cooperative	47.49
Morris Refrigeration Company, Inc.	140.56
Parker Oil Company, Inc.	239.04
Sadler Brothers Oil Company, Inc.	290.35
Step Saver Products	523.00
Telpage, Inc.	39.95
Topping Enterprises	450.00
Treasurer of Virginia - VITA	12.33
Verizon	153.60
Verizon Wireless	32.26

### NON-DEPARTMENTAL

Emporia-Greens. Local Law Library	174.00
Greens.-Emporia Dept. of Soc. Serv.	44,695.25
Greens.-Emporia Health Department	30,849.50
Habitat for Humanity	2,375.00
Meherrin Regional Library	7,877.92
Treasurer of Virginia Tech	5,007.18

### PLANNING AND ZONING

Community Planning Partners, Inc.	10,127.09
David T. Bland	350.00
Dewberry Engineers, Inc.	648.00
Emporia-Greenville Chamber	10.00
Independent Messenger	589.95
Jeff B. Robinson & Associates, LLPC	280.00
Ken Peterson	850.00
Kyle Green	194.52
Sadler Brothers Oil Company, Inc.	265.27
The Progress Index	174.45
Treasurer of Virginia - VITA	13.74
Verizon	158.21
Verizon Wireless	83.29
William L. Whitman	1,698.66
WorldView Solutions	2,000.00
Xerox Corporation	178.31

### POLICE

AT&T	1.26
Cobb Technologies	178.00
Davis Body Shop, Inc.	1,419.63
DSS Corporation	4,609.81
Elvin Hicks	122.00
Emporia Clinic Corporation	732.00
Emporia Medical Associates, PC	3,315.00
Hampton Inn	907.20
Hilton Virginia Beach Oceanfront	592.24
Sadler Brothers Oil Company, Inc.	8,358.23
Telpage, Inc.	59.95
TransUnion Risk & Alternative Data	7.00
Treasurer of Virginia - VITA	2,082.63
Verizon	1,729.60
Verizon Wireless	628.97

### ANIMAL CONTROL

Emporia Medical Associates, PC	390.00
Sadler Brothers Oil Company, Inc.	168.11
Verizon Wireless	30.32

## Review of Bills November 18, 2014

### PARKS & RECREATION

Calhoun Enterprises	320.00
Cintas Corporation	36.40
Sadler Brothers Oil Company, Inc.	53.42

### ECONOMIC DEVELOPMENT

Emporia IDA	56,835.65
Emporia-Greenville Chamber	20.00
Independent Messenger	103.50
Longwood University SBDC	2,500.00
Michael Redman	150.00
Originals by Randi	55.00
Picture Perfect	43.00
Treasurer of Virginia - VITA	28.59
Verizon	19.20
Verizon Wireless	49.74
Wayne's Produce	25.00
Xerox Corporation	80.39

### FACILITIES

Cintas Corporation	632.20
City of Emporia Utility Fund	36.90
County of Greenville	1,449.36
Dominion Virginia Power	3,588.59
Gaston Security, Inc.	80.00
Houchins Pest Control Service	225.75
Independent Messenger	124.20
Jerry's Professional Carpet Cleaning	679.94
Klugel & Son, Inc.	367.25
Mecklenburg Electric Cooperative	664.72
Morris Refrigeration Company, Inc.	1,005.10
R & C Electric Service, Inc.	1,348.34

### PUBLIC WORKS

Anthony Jarrell	50.00
Cintas Corporation	1,662.81
Dominion Virginia Power	6,953.59
Emporia Body Shop, Inc.	1,378.93
Fuel Freedom Card	4,644.83
Greenville County Landfill	17,510.59
Lincoln Financial Group	72.17
Mattern & Craig	1,300.00
Mecklenburg Electric Cooperative	1,551.50
Richmond Machinery	16,070.00
Rightmyer Machine Rentals	8,467.79
Sadler Brothers Oil Company, Inc.	2,871.98
Southside Regional Jail	2,189.00
Telpage, Inc.	39.95

### PUBLIC WORKS - CONTINUED

Treasurer of Virginia - VITA	21.91
Verizon	288.48
Verizon Wireless	211.36

### TOTAL GENERAL FUND

\$1,033,820.12

### UTILITY FUND

Anthem Blue Cross/Blue Shield	10,279.72
Aquionics, Inc.	3,438.77
Biological Monitoring, Inc.	600.00
Brenntag Mid-South, Inc.	357.50
Carter Bank & Trust	49,402.89
Cintas Corporation	1,607.18
Dewberry Engineers, Inc.	15,805.00
Dominion Virginia Power	4,695.17
Ford Hall Company, Inc.	2,435.20
Fuel Freedom Card	502.14
Instrumentation Services, Inc.	1,025.00
Lincoln Financial Group	20.68
Mecklenburg Electric Cooperative	6,929.39
Miller Supply Company	303.00
Parker Oil Company, Inc.	86.44
Ronald Brown	204.29
Russ Gordon's Garage	16.00
Russell Fence Company, Inc.	3,276.76
Sadler Brothers Oil Company, Inc.	2,117.33
Suffolk Sales & Service	4,109.09
Telpage, Inc.	79.90
Total Products Company	170.57
Treasurer of Virginia	286.76
Treasurer of Virginia - DGS	36.00
Treasurer of Virginia - VITA	23.57
U S Postal Service	741.90
United Parcel Service	52.63
Univar USA, Inc.	5,957.21
USDA Rural Development	5,769.00
VDH - Waterworks Technical Assist.	1,942.58
Verizon	848.98
Verizon Wireless	240.18
VUPS	27.03
Wood Equipment Service Company	3,204.17

### TOTAL UTILITY FUND

\$126,592.03

**CITY OF EMPORIA  
CITY COUNCIL MEETING  
November 18, 2014  
AGENDA MEMORANDUM**

**SUBJECT: FINANCIAL STATEMENT  
COLLECTIONS 2012-2014  
COLLECTIONS 2009-2011  
DELINQUENT TAX SUMMARY-ALL YEARS  
2014 PPTRA ALLOTMENT-COMPARISON  
SALES & USE TAX COMPARISON  
MONTHLY UTILITY DEPT. COMPARISON  
CUT OFFS FOR UTILITY CUSTOMERS  
UNCOLLECTED UTILITY BILLS  
BOOT COLLECTIONS**

**W. S. HARRIS, JR., TREASURER**

# Financial Statement

## October 31, 2014

<b>CHECKING / DAILY INVESTMENT</b>	<b>General Fund</b>	<b>Utility Fund</b>
	1,322,357.38	563,319.61

---

### **CERTIFICATES OF DEPOSIT / INVESTMENTS**

FIRST COMMUNITY BANK	\$384,851.23	MMF @ .07%	NA	GF
CARTER BANK & TRUST	\$1,513,848.22	12 Mos @ .55%	1/7/2015	GF
CARTER BANK & TRUST	\$1,012,285.34	12 Mos @ .60%	1/30/2015	GF
CARTER BANK & TRUST	\$1,012,285.34	12 Mos @ .60%	1/30/2015	GF
CARTER BANK & TRUST	\$776,553.95	12 Mos @ .65%	2/5/2015	GF
CARTER BANK & TRUST	\$506,542.61	12 Mos @ .65%	2/5/2015	GF
CARTER BANK & TRUST	\$506,542.61	12 Mos @ .65%	2/5/2015	GF
CARTER BANK & TRUST	\$753,382.56	12 Mos @ .65%	6/30/2015	GF

FIRST COMMUNITY BANK	\$505,048.12	MMF @ .07%	NA	UT
CARTER BANK & TRUST	\$504,616.08	12 Mos @ .55%	1/7/2015	UT
CARTER BANK & TRUST	\$505,891.05	12 Mos @ .60%	1/30/2015	UT

Oct-14

**RECAP OF 2014 TAXES**

TYPE OF TAX	BAL. FWD.	SUPPLEMENTS	ABATEMENTS	ADJUSTED LEVY	COLLECTIONS	BALANCE DUE
	(A)	(B)	(C)	(Cols. A+B-C) (D)	TO DATE (E)	
Real Estate	3,115,570.28	2,882.31	2,328.29	3,116,124.30	500,921.24	2,615,203.06
Personal Property	1,296,854.59	51,520.95	22,159.95	1,326,215.59	1,231,774.85	94,440.74
Decals	106,527.00	4,782.50	1,520.62	109,788.88	80,336.87	29,432.01
Personal Property Relief	553,560.55	28,482.43	7,277.56	574,765.42	462,388.37	112,377.05
Public Service	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>5,072,512.42</b>	<b>87,648.19</b>	<b>33,286.42</b>	<b>5,126,874.19</b>	<b>2,275,421.33</b>	<b>2,851,452.86</b>
<a href="#">2014 Real Estate Tax Collections</a>		<a href="#">16.80%</a>	<a href="#">2014 Personal Property Tax Relief</a>		<a href="#">80.45%</a>	
<a href="#">2014 Personal Property Tax Collections</a>		<a href="#">92.85%</a>	<a href="#">2014 Public Service Tax Collection</a>		<a href="#">0.00%</a>	

**RECAP OF 2013 TAXES**

TYPE OF TAX	BAL. FWD.	SUPPLEMENTS	ABATEMENTS	ADJUSTED LEVY	COLLECTIONS	BALANCE DUE
	(A)	(B)	(C)	(Cols. A+B-C) (D)	TO DATE (E)	
Real Estate	3,098,844.15	3,059.50	3,346.95	3,098,556.70	3,046,210.53	52,346.17
Personal Property	1,289,283.24	22,706.50	25,215.49	1,286,754.25	1,251,300.69	15,453.56
Decals	106,188.00	1,982.50	2,680.71	105,489.79	97,133.89	8,355.90
Personal Property Relief	561,632.25	10,214.96	23,667.51	548,179.70	526,440.41	21,739.29
Public Service	200,213.60	0.00	0.00	200,213.60	200,213.60	0.00
<b>TOTAL</b>	<b>5,236,141.24</b>	<b>37,983.46</b>	<b>54,910.66</b>	<b>5,219,194.04</b>	<b>5,121,299.12</b>	<b>97,894.92</b>
<a href="#">2013 Real Estate Tax Collections</a>		<a href="#">98.31%</a>	<a href="#">2013 Personal Property Tax Relief</a>		<a href="#">96.03%</a>	
<a href="#">2013 Personal Property Tax Collections</a>		<a href="#">98.78%</a>	<a href="#">2013 Public Service Tax Collection</a>		<a href="#">100.00%</a>	

**RECAP OF 2012 TAXES**

TYPE OF TAX	BAL. FWD.	SUPPLEMENTS	ABATEMENTS	ADJUSTED LEVY	COLLECTIONS	BALANCE DUE
	(A)	(B)	(C)	(Cols. A+B-C) (D)	TO DATE (E)	
Real Estate	3,019,463.59	1,020.90	2,560.52	3,017,923.97	3,001,505.00	16,418.97
Personal Property	1,224,318.90	68,794.39	33,007.56	1,260,105.73	1,251,130.38	8,975.35
Decals	104,243.00	9,800.50	4,220.00	109,823.50	103,490.15	6,133.35
Personal Property Relief	560,183.75	63,406.00	42,878.85	580,710.90	567,524.80	13,186.10
Public Service	173,064.34	0.00	0.00	173,064.34	173,064.34	0.00
<b>TOTAL</b>	<b>5,081,273.58</b>	<b>142,821.79</b>	<b>82,666.93</b>	<b>5,141,428.44</b>	<b>5,096,714.67</b>	<b>44,713.77</b>
<a href="#">2012 Real Estate Tax Collections</a>		<a href="#">99.45%</a>	<a href="#">2012 Personal Property Tax Relief</a>		<a href="#">97.72%</a>	
<a href="#">2012 Personal Property Tax Collections</a>		<a href="#">99.29%</a>	<a href="#">2012 Public Service Tax Collection</a>		<a href="#">100.00%</a>	

Oct-14

**RECAP OF 2009 TAXES**

<i>TYPE OF TAX</i>	<i>BAL. FWD.</i> (A)	<i>SUPPLEMENTS</i> (B)	<i>ABATEMENTS</i> (C)	<i>ADJUSTED LEVY</i> (Cols. A+B-C) (D)	<i>COLLECTIONS</i> TO DATE (E)	<i>BALANCE DUE</i> (F)
Real Estate	2,942,633.61	3,808.18	6,400.94	2,940,040.85	2,937,515.10	2,525.75
Personal Property	1,214,926.66	219,679.72	219,483.52	1,215,122.86	1,210,660.80	4,462.06
Decals	110,991.50	7,026.00	7,526.50	110,491.00	106,287.29	4,203.71
Personal Property Relief	524,152.89	38,891.54	17,349.89	545,694.54	538,308.32	7,386.22
Public Service	121,797.85	0.00	0.00	121,797.85	121,797.85	0.00
<b>TOTAL</b>	<b>4,914,502.51</b>	<b>269,405.44</b>	<b>250,760.85</b>	<b>4,933,147.10</b>	<b>4,914,569.36</b>	<b>18,577.74</b>
<a href="#">2009 Real Estate Tax Collections</a>		<a href="#">99.91%</a>	<a href="#">2009 Personal Property Tax Relief</a>		<a href="#">98.65%</a>	
<a href="#">2009 Personal Property Tax Collection</a>		<a href="#">99.63%</a>	<a href="#">2009 Public Service Tax Collection</a>		<a href="#">100.00%</a>	

**RECAP OF 2010 TAXES**

<i>TYPE OF TAX</i>	<i>BAL. FWD.</i> (A)	<i>SUPPLEMENTS</i> (B)	<i>ABATEMENTS</i> (C)	<i>ADJUSTED LEVY</i> (Cols. A+B-C) (D)	<i>COLLECTIONS</i> TO DATE (E)	<i>BALANCE DUE</i> (F)
Real Estate	2,976,993.81	0.00	3,324.20	2,973,669.61	2,968,939.59	4,730.02
Personal Property	1,141,435.34	99,940.97	56,825.37	1,184,550.94	1,177,322.00	7,228.99
Decals	107,658.50	9,563.00	5,519.15	111,702.35	108,543.70	3,158.65
Personal Property Relief	578,916.57	34,959.61	29,395.11	584,481.07	577,011.91	7,469.16
Public Service	165,731.98	0.00	8,167.59	157,564.39	157,564.39	0.00
<b>TOTAL</b>	<b>4,970,736.20</b>	<b>144,463.58</b>	<b>103,231.42</b>	<b>5,011,968.36</b>	<b>4,989,381.59</b>	<b>22,586.77</b>
<a href="#">2010 Real Estate Tax Collections</a>		<a href="#">99.84%</a>	<a href="#">2010 Personal Property Tax Relief</a>		<a href="#">98.72%</a>	
<a href="#">2010 Personal Property Tax Collections</a>		<a href="#">99.39%</a>	<a href="#">2010 Public Service Tax Collection</a>		<a href="#">100.00%</a>	

**RECAP OF 2011 TAXES**

<i>TYPE OF TAX</i>	<i>BAL. FWD.</i> (A)	<i>SUPPLEMENTS</i> (B)	<i>ABATEMENTS</i> (C)	<i>ADJUSTED LEVY</i> (Cols. A+B-C) (D)	<i>COLLECTIONS</i> TO DATE (E)	<i>BALANCE DUE</i> (F)
Real Estate	2,984,406.93	0.00	3,000.24	2,981,406.69	2,974,559.22	6,847.47
Personal Property	1,244,373.63	26,690.75	33,663.25	1,237,401.13	1,233,077.04	4,324.09
Decals	111,029.00	8,475.00	6,009.93	113,494.07	109,019.12	4,474.95
Personal Property Relief	557,964.29	30,384.27	29,893.36	558,465.20	550,875.84	7,589.36
Public Service	156,479.42	0.00	0.00	156,479.42	156,479.42	0.00
<b>TOTAL</b>	<b>5,054,253.27</b>	<b>65,550.02</b>	<b>72,556.78</b>	<b>5,047,246.51</b>	<b>5,024,010.64</b>	<b>23,235.87</b>
<a href="#">2011 Real Estate Tax Collections</a>		<a href="#">99.77%</a>	<a href="#">2011 Personal Property Tax Relief</a>		<a href="#">98.64%</a>	
<a href="#">2011 Personal Property Tax Collection</a>		<a href="#">99.65%</a>	<a href="#">2011 Public Service Tax Collection</a>		<a href="#">100.00%</a>	

**REAL ESTATE TAXES**

<i>Tax Year</i>	<i>Balance July 1</i>	<i>Supplements Added</i>	<i>Abatements</i>	<i>Bankruptcy Charge-Offs</i>	<i>Credit Card Collections</i>	<i>Collected to This Month</i>	<i>Collected This Month</i>	<i>Balance</i>
2008	\$2,970.20	\$0.00	\$0.00	\$0.00	\$0.00	\$910.28	\$46.41	\$2,013.51
2007	\$2,057.83	\$0.00	\$0.00	\$0.00	\$0.00	\$167.66	\$0.00	\$1,890.17
2006	\$1,749.32	\$0.00	\$0.00	\$0.00	\$0.00	\$167.66	\$0.00	\$1,581.66
2005	\$1,583.14	\$0.00	\$0.00	\$0.00	\$0.00	\$52.46	\$0.00	\$1,530.68
2004	\$978.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$978.57
2003	\$749.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$749.28
2002	\$315.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$315.84
1994-2001	\$2,565.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,565.36
<b>TOTAL</b>	<b>\$12,969.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,298.06</b>	<b>\$46.41</b>	<b>\$11,625.07</b>

**PERSONAL PROPERTY TAX**

<i>Tax Year</i>	<i>Balance July 1</i>	<i>Supplements Tx Relief</i>	<i>Abatements</i>	<i>Bankruptcy Charge-Offs</i>	<i>Credit Card Collections</i>	<i>Collected To This Month</i>	<i>Collected This Month</i>	<i>Balance</i>
2008 Net Tax	\$5,830.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,830.16
2007 Net Tax	\$3,955.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.25	\$3,930.57
2006 Net Tax	\$4,244.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,244.94
2002-2005	\$13,469.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,469.45
<b>TOTAL</b>	<b>\$27,500.37</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25.25</b>	<b>\$27,475.12</b>

<b>Grand Total of All Delinquent</b>	<b>\$40,469.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,298.06</b>	<b>\$71.66</b>	<b>\$39,100.19</b>
--------------------------------------	--------------------	---------------	---------------	---------------	---------------	-------------------	----------------	--------------------

# **2014 PPTRA ALLOTMENT - COMPARISON**

**TOTAL ALLOTMENT FROM STATE - \$570,316.00**

**TOTAL PPTRA ASSESSED - 60.00% \$553,560.55**

**COLLECTIONS THRU PAID BILLS**

**Jun-14 \$93,142.84**

**Jul-14 \$172,607.17**

**Aug-14 \$143,209.22**

**Sep-14 \$20,291.82**

**Oct-14 \$33,137.32**

**ABATEMENTS \$7,277.56**

**SUPPLEMENTS \$28,482.43**

**TOTAL REMAINING FROM UNPAID BILLS \$112,377.05**

**1st Payment from State 8/15/2014 169,836.72**

**2nd Payment from State**

**Final Payment from State**

## Local Sales & Use Tax Collection Comparison

### Local Sales & Use Tax

Month	2011 Calendar Year Collected	2012 Calendar Year Collected	2013 Calendar Year Collected	2014 Calendar Year Collected
January	\$110,239.00	\$127,062.93	\$108,278.56	\$114,486.19
February	\$125,876.99	\$126,296.95	\$127,189.75	\$134,859.04
March	\$104,593.90	\$102,337.33	\$99,674.97	\$113,809.08
April	\$119,737.24	\$137,369.57	\$104,585.97	\$109,251.63
May	\$123,865.11	\$135,414.13	\$119,461.45	\$126,207.82
June	\$131,026.53	\$110,435.22	\$117,580.07	\$115,773.26
July	\$180,490.56	\$116,536.54	\$107,486.36	\$121,522.13
August	\$53,547.37	\$117,795.21	\$117,641.94	\$127,326.00
September	\$119,307.80	\$125,411.89	\$118,116.99	\$123,169.48
October	\$123,419.00	\$111,125.40	\$105,496.08	\$172,694.83
November	\$119,256.67	\$106,691.83	\$100,495.50	
December	\$117,432.90	\$102,684.77	\$105,977.72	
<b>Yearly Total</b>	<b>\$1,428,793.07</b>	<b>\$1,419,161.77</b>	<b>\$1,331,985.36</b>	<b>\$1,259,099.46</b>

## State Sales & Use Tax Collection Comparison

### State Sales & Use Tax

Month	2011 Calendar Year Collected	2012 Calendar Year Collected	2013 Calendar Year Collected	2014 Calendar Year Collected
January	\$76,745.66	\$81,464.16	\$80,957.08	\$81,625.86
February	\$92,440.02	\$91,897.24	\$95,365.10	\$89,390.50
March	\$63,957.82	\$72,512.86	\$73,527.62	\$73,783.14
April	\$69,216.00	\$70,609.86	\$76,942.78	\$72,753.54
May	\$78,000.40	\$85,665.32	\$87,608.38	\$82,071.08
June	\$85,721.72	\$85,637.98	\$90,121.30	\$86,973.60
July	\$72,832.12	\$78,791.66	\$78,471.52	\$85,613.20
August	\$84,321.66	\$89,692.72	\$87,181.40	\$94,634.72
September	\$74,027.06	\$80,905.18	\$76,334.64	\$87,019.92
October	\$78,763.86	\$83,390.34	\$79,978.88	\$88,182.16
November	\$77,775.18	\$82,935.18	\$81,448.88	
December	\$77,868.98	\$77,980.08	\$83,144.42	
<b>Yearly Total</b>	<b>\$931,670.48</b>	<b>\$981,482.58</b>	<b>\$991,082.00</b>	<b>\$842,047.72</b>

**Monthly Comparison of  
Collected Utility Fund Revenue & Completed Service Orders  
FY 2014 - 2015**

	July	August	September	October	November	December
Water	135,018.30	131,994.82	142,309.55	141,301.58		
Sewer	99,757.08	105,962.43	111,506.66	110,952.69		
Meter Charge	4,428.22	4,348.97	4,477.54	4,459.57		
Water Taps	0.00	0.00	0.00	0.00		
Sewer Taps	0.00	0.00	0.00	0.00		
Sale of Materials	0.00	0.00	0.00	0.00		
Penalties	6,384.43	7,606.06	7,330.15	7,288.54		
Cut on/off Fees	1,620.00	2,280.00	2,031.05	2,220.00		
Water Sales-Bulk Water	35.06	0.00	366.24	0.00		
Sewer Services	265.63	267.68	289.40	285.44		
Miscellaneous	0.00	0.00	0.00	0.00		
<b>Total Revenue For the Month</b>	<b>247,508.72</b>	<b>252,459.96</b>	<b>268,310.59</b>	<b>266,507.82</b>	<b>0.00</b>	<b>0.00</b>

	January	February	March	April	May	June	YTD Category Tot
Water							550,624.25
Sewer							428,178.86
Meter Charge							17,714.30
Water Taps							0.00
Sewer Taps							0.00
Sale of Materials							0.00
Penalties							28,609.18
Cut on/off Fees							8,151.05
Water Sales-Bulk Water							401.30
Sewer Services							1,108.15
Miscellaneous							0.00
<b>Total Revenue for the Month</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

	July	August	September	October	November	December
<b>Service Orders</b>						
Ttl Off/On Requests	57	70	64	57		
Ttl Leak Inquiries	62	51	62	75		
<b>Ttl Service Orders For the Month</b>	<b>119</b>	<b>121</b>	<b>126</b>	<b>132</b>	<b>0</b>	<b>0</b>

	January	February	March	April	May	June	YTD Order Totals
<b>Service Orders</b>							
Ttl Off/On Requests							248
Ttl Leak Inquiries							250
<b>Ttl Service Orders For the Month</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

YTD Revenue Total All Depts. **1,034,787.09**      YTD Service Order **498**

**REPORT OF CUT OFFS TO UTILITY ACCOUNTS SINCE  
EXTENSION OF PAYMENTS TO NEXT MONTH**

**JULY 06 STARTED CHANGE-DID NOT CUT WATER OFF THIS MONTH**

<b>AUGUST</b>	<b>24</b>
<b>SEPTEMBER</b>	<b>55</b>
<b>OCTOBER</b>	<b>45</b>
<b>NOVEMBER</b>	<b>27</b>
<b>DECEMBER</b>	<b>77</b>

	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
<b>JANUARY</b>	<b>58</b>	<b>45</b>	<b>62</b>	<b>103</b>	<b>86</b>	<b>68</b>	<b>80</b>
<b>FEBRUARY</b>	<b>32</b>	<b>63</b>	<b>56</b>	<b>44</b>	<b>30</b>	<b>45</b>	<b>68</b>
<b>MARCH</b>	<b>35</b>	<b>71</b>	<b>74</b>	<b>46</b>	<b>31</b>	<b>48</b>	<b>58</b>
<b>APRIL</b>	<b>49</b>	<b>44</b>	<b>28</b>	<b>63</b>	<b>48</b>	<b>70</b>	<b>92</b>
<b>MAY</b>	<b>63</b>	<b>71</b>	<b>56</b>	<b>86</b>	<b>83</b>	<b>43</b>	<b>64</b>
<b>JUNE</b>	<b>66</b>	<b>82</b>	<b>86</b>	<b>58</b>	<b>281</b>	<b>79</b>	<b>83</b>
<b>JULY</b>	<b>76</b>	<b>67</b>	<b>53</b>	<b>74</b>	<b>130</b>	<b>80</b>	<b>88</b>
<b>AUGUST</b>	<b>67</b>	<b>86</b>	<b>90</b>	<b>78</b>	<b>85</b>	<b>75</b>	<b>57</b>
<b>SEPTEMBER</b>	<b>75</b>	<b>94</b>	<b>49</b>	<b>66</b>	<b>83</b>	<b>63</b>	<b>0 started changed(180 door hangers)</b>
<b>OCTOBER</b>	<b>93</b>	<b>43</b>	<b>72</b>	<b>86</b>	<b>66</b>	<b>68</b>	<b>16 (39 door hangers)</b>
<b>NOVEMBER</b>	<b>51</b>	<b>39</b>	<b>46</b>	<b>54</b>	<b>86</b>	<b>90</b>	<b>31 (48 door hangers)</b>
<b>DECEMBER</b>	<b>71</b>	<b>71</b>	<b>130</b>	<b>44</b>	<b>61</b>	<b>53</b>	<b>55 (149 door hangers)</b>

**2014**

<b>JANUARY</b>	<b>68</b>	<b>(114 door hangers)</b>
<b>FEBRUARY</b>	<b>27</b>	<b>(33 door hangers)</b>
<b>MARCH</b>	<b>42</b>	<b>(48 door hangers)</b>
<b>APRIL</b>	<b>31</b>	<b>(32 door hangers)</b>
<b>MAY</b>	<b>36</b>	<b>(42 door hangers)</b>
<b>JUNE</b>	<b>35</b>	<b>(38 door hangers)</b>
<b>JULY</b>	<b>51</b>	<b>(56 door hangers)</b>
<b>AUGUST</b>	<b>19</b>	<b>(63 door hangers)</b>
<b>SEPTEMBER</b>	<b>44</b>	<b>(64 door hangers)</b>
<b>OCTOBER</b>	<b>62</b>	<b>(66 door hangers)</b>
<b>NOVEMBER</b>		
<b>DECEMBER</b>		

**UNCOLLECTED UTILITY BILLS**

<b>BEGINNING BALANCE JULY 2006</b>	<b>54043.62</b>	<b>54043.62</b>
<b>BALANCE ADDED AFTER 2 MONTHS EXT</b>	<b>31012.65</b>	<b>85056.27</b>
<b>BALANCES ADDED FOR 2009</b>	<b>10028.85</b>	<b>95085.12</b>
<b>COLLECTIONS 2009</b>	<b>-4577.96</b>	<b>90507.16</b>
<b>BALANCES ADDED FOR 2010</b>	<b>56074.78</b>	<b>146601.94</b>
<b>COLLECTIONS 2010</b>	<b>-21349.82</b>	<b>125252.12</b>
<b>BALANCES ADDED FOR 2011</b>	<b>43729.33</b>	<b>168981.45</b>
<b>COLLECTIONS 2011</b>	<b>-30063.76</b>	<b>138917.69</b>
<b>BALANCES ADDED FOR 2012</b>	<b>30144.85</b>	<b>169062.54</b>
<b>COLLECTIONS 2012</b>	<b>-26675.91</b>	<b>142386.43</b>
<b>BALANCES ADDED FOR 2013</b>	<b>39039.11</b>	<b>181425.54</b>
<b>COLLECTIONS 2013</b>	<b>-23560.98</b>	<b>157864.56</b>
<b>BALANCES ADDED FOR JANUARY 2014</b>	<b>9571.36</b>	<b>167435.92</b>
<b>COLLECTIONS JANUARY 2014</b>	<b>-2324.92</b>	<b>165111.00</b>
<b>BALANCES ADDED FOR FEBRUARY 2014</b>	<b>4377.22</b>	<b>169488.22</b>
<b>COLLECTIONS FEBRUARY 2014</b>	<b>-3167.73</b>	<b>166320.49</b>
<b>BALANCES ADDED FOR MARCH 2014</b>	<b>5320.02</b>	<b>171640.51</b>
<b>COLLECTIONS MARCH 2014</b>	<b>-603.22</b>	<b>171037.29</b>
<b>BALANCES ADDED FOR APRIL 2014</b>	<b>2322.14</b>	<b>173359.43</b>
<b>COLLECTIONS APRIL 2014</b>	<b>-2571.48</b>	<b>170787.95</b>
<b>BALANCES ADDED MAY 2014</b>	<b>3270.81</b>	<b>174058.76</b>
<b>COLLECTIONS MAY 2014</b>	<b>-3338.98</b>	<b>170719.78</b>
<b>BALANCES ADDED JUNE 2014</b>	<b>2232.54</b>	<b>172952.32</b>
<b>COLLECTIONS JUNE 2014</b>	<b>-441.34</b>	<b>172510.98</b>
<b>BALANCES ADDED JULY 2014</b>	<b>2923.87</b>	<b>175434.85</b>
<b>COLLECTIONS JULY 2014</b>	<b>-703.32</b>	<b>174731.53</b>
<b>BALANCES ADDED AUGUST 2014</b>	<b>8398.07</b>	<b>183129.60</b>
<b>COLLECTIONS AUGUST 2014</b>	<b>-2373.24</b>	<b>180756.36</b>
<b>BALANCES ADDED SEPTEMBER 2014</b>	<b>2846.18</b>	<b>183602.54</b>
<b>COLLECTIONS SEPTEMBER 2014</b>	<b>-2867.63</b>	<b>180734.91</b>
<b>BALANCES ADDED OCTOBER 2014</b>	<b>9109.46</b>	<b>189844.37</b>
<b>COLLECTIONS OCTOBER 2014</b>	<b>-3668.91</b>	<b>186175.46</b>

**BOOT COLLECTIONS**

**STARTING DATE 1-25-12**

**GOOD THRU 10/31/14**

**AMOUNT COLLECTED FOR CITY \$88,927.60**

**RE TAX \$51,155.94**

**PP TAX \$24,489.15**

**UTILITY \$7,107.04**

**OTHER (DEMO/WEED) \$6,175.47**

**AMOUNT COLLECTED FOR VAC \$33,740.70**

**TOTAL \$122,668.30**

# City of Emporia



Commissioner of the Revenue

P. O. Box 956

Emporia, Virginia 23847

TELEPHONE (434) 634-5405

November 13, 2014

JOYCE E. PRINCE  
COMMISSIONER

LISA D. COUNCIL  
DEPUTY COMMISSIONER

The Honorable Mayor  
City Council Members  
City Manager

Dear Members of Council:

During the month of October a total of \$492.67 was processed for City Business License.

Transient tax totaled \$90,161.58 for the month of September and processed during October.

Meal tax processed during the month of September totaled \$131,529.34 with an additional \$15,468.98 for prior months.

The usual comparison of meal and transient tax processed during September to the same time period last year is as follows:

	<u>September 2013</u>	<u>September 2014</u>
Meal Tax	\$130,018.32	\$131,529.34
Transient Tax	\$ 70,641.40	\$ 90,161.58

Respectfully,

Joyce E. Prince



**CITY OF EMPORIA**

DEPARTMENT OF INSPECTIONS

**October - 2014  
Code Enforcement Monthly Report**

**Notices Issued**

**Resolved**

**Inoperable Vehicles - 5**

**5- By Owner**

**Weeds / Grass - 3**

**2- By Owner  
6- By City Contractor**

**Property Maintenance - 4**

**3- By Owner**

**Zoning - 0**

**0- By Owner**

**Cases Turned Over To City Attorney – 2**

**Total Notices Issued – 12**

**Invoiced Notices- 6 ( 6 –Re-cuts )**

**Weeds / Grass – 6  
Inoperable Vehicle- 0  
Demolition- 0**

**Total- Weeds/ Grass- \$ 1,698.66  
Inoperable Vehicles- 0  
Demolition- 0**

**Total Amount- \$ 1,698.66**

Signature :

A handwritten signature in black ink, appearing to be "B. J. Hall", is written over a horizontal line.

Supervisor :

A handwritten signature in black ink, appearing to be "B. J. Hall", is written over a horizontal line.

**Emporia Police Department  
Arrests by Race**

**October 2014**

	<b>Black</b>	<b>%</b>	<b>White</b>	<b>%</b>	<b>Other</b>	<b>%</b>
<b>Criminal Arrests</b>	<b>48</b>	<b>77%</b>	<b>13</b>	<b>21%</b>	<b>1</b>	<b>2%</b>
<b>Selective Tickets</b>	<b>518</b>	<b>38%</b>	<b>617</b>	<b>45%</b>	<b>238</b>	<b>17%</b>
<b>Regular Tickets</b>	<b>43</b>	<b>81%</b>	<b>9</b>	<b>17%</b>	<b>1</b>	<b>2%</b>

No animal control report.

IBR Offense Counts 10/1/2014-10/31/2014 Emporia Police Department

1	120-Robbery
2	13A-Aggravated Assault
6	13B-Simple Assault
3	13C-Intimidation
5	220-Burglary/Breaking & Entering
7	23C-Shoplifting
1	23D-Theft From Building
1	23F-Theft From Motor Vehicle
5	23H-All Other Larceny
2	240-Motor Vehicle Theft
3	250-Counterfeiting/Forgery
1	26A-False Pretenses/Swindle/Confidence Game
4	290-Destruction/Damage/Vandalism of Property
5	35A-Drug/Narcotic Violations
2	520-Weapon Law Violations
3	90B-Curfew/Loitering/Vagrancy
1	90C-Disorderly Conduct
5	90D-Driving Under the Influence
8	90E-Drunkenness
2	90G-Liquor Law Violations
2	90J-Trespass of Real Property
41	90Z-All Other Offenses
	41           Unclassified 90Z

---

110	Total Offenses Reported
105	Total Incidents Reported

## Noise complaints October 2014

Loud Music from Building – 5	no summons
Loud Music from Vehicle – 5	3 summons (2 poss. of marijuana, 1 alcohol)
Crowd – 1	no summons

# **Criminal Arrestees**

**October 2014**

Resident – 45

Non-resident - 17

## **CONSENT SEARCHES**

There were no consent searches conducted during the month of October 2014.

## Schools

October 2014

- S. Allen had a Law Enforcement in-service online class through Crater October 1.
- J. Turner and J. Matthews did an online Animal Control class through Crater on October 1.
- D. Jarratt did a Hispanic CD online through Crater on October 1.
- W. King attended a First Line Supervisor class at Crater October 6-10.
- C. Clary and B. Osborn attended a SFST DUI Enforcement class at Crater October 8-10.
- R. Harris attended an Internal Affairs Investigator class at Henrico October 21-23.
- T. Miller and D. Jarratt attended Advanced Gang Training at Crater October 28-29.
- K. Blount taught a VCIN Level 3 class at the police department October 29.

2013-2014	HOURS	SUMMONS	COLLECTED*	2014-2015	HOURS	SUMMONS	COLLECTED*
JULY	848	1569	64,214.57	JULY	530	1036	84,235.96
AUGUST	707	1331	103,874.51	AUGUST	635	1373	114,215.60
SEPTEMBER	739	1310	123,848.35	SEPTEMBER	507	976	89,330.57
OCTOBER	656	1301	111,725.89	OCTOBER	684	1373	99,069.42
NOVEMBER	712	1351	123,860.90	NOVEMBER			
DECEMBER	572	1129	88,897.03	DECEMBER			
JANUARY	513	845	54,377.07	JANUARY			
FEBRUARY	420	810	124,035.63	FEBRUARY			
MARCH	529	1013	90,857.62	MARCH			
APRIL	583	1100	68,800.98	APRIL			
MAY	699	1383	73,148.82	MAY			
JUNE	655	1301	105,132.37	JUNE			
TOTAL	7633	14443	1,132,773.74	TOTAL	2356	4758	386,851.55

\*\*\*The ticket numbers reflect overtime (selective enforcement) tickets for each month. Tickets written during regular duty are not included with these numbers.

# Data Inventory by FDID

Report Period: From 10/01/2014 to 10/31/2014

## REPORT GROUP TOTALS:

	4.1	5.0	Valid	Invalid	No Act.	Released	Unreleased	Total
Number Of Incidents	0	20	20	0	0	0	20	20
Number Of Fires	0	7	7	0	0	0	0	7
Number Of Structure Fires	0	2	2	0	0	0	2	2
Number Of Civilian Casualties	0	0	0	0	0	0	0	0
Number Of Fire Serv Cas	0	0	0	0	0	0	0	0
Number Of EMS Incidents	0	8	8	0	0	0	8	8
Number Of HazMat Incidents	0	0	0	0	0	0	0	0
Number Of Wildland Incidents	0	0	0	0	0	0	0	0
Number Of Arson Incidents	0	0	0	0	0	0	0	0
Number Of Apparatus Records	0	0	0	0	0	0	0	0
Number Of Personnel Records	0	0	0	0	0	0	0	0

Numbers in the above grid (with the exception of Number of incidents) reflect counts of the data modules attached to the incidents selected for the report.

Exposure Incidents	0	0	0	0	0	0	0	0
Mutual Aid Given Incidents	0	0	0	0	0	0	0	0



# CITY OF EMPORIA

---

## Memorandum

November 14, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** Brian S. Thrower, City Manager *BST*

**SUBJECT:** Water and Sewer Multiunit Connection Fees – Request to Amend City Code

**ITEM #:** 14-72

At your July 15, 2014 meeting you requested staff to develop options regarding how multiunit connection fees should be applied to various types of development. Per City Code Sections 78-72 and 78-188, developers are currently charged \$1,000 per unit within a multiunit development for each water tap and \$2,000 per unit within a multiunit development for each sewer tap, for a total of \$3,000 per unit. These per unit connection fees are in addition to standard water and sewer tap fees charged. The minimum water tap charge is \$3,000. The minimum sewer tap charge is \$4,000.

Per your direction from your September 2, 2014 meeting, I have prepared an ordinance amending both of the aforementioned City Code sections to clarify the fees charged to various types of development. The proposed fees are as follows:

- Single-family dwellings will be charged a \$3,000 water tap fee and a \$4,000 sewer tap fee. These are the current fees for single-family dwellings.
- Two-family and multiple-family dwellings will be charged a \$3,000 water tap fee plus \$1,000 per dwelling unit and a \$4,000 sewer tap fee plus \$2,000 per dwelling unit. These are the current fees for these dwellings.
- Lodging facilities, i.e. hotels, motels, recreational vehicle parks, etc., will be charged a \$5,000 water tap fee (\$3,000 water tap fee plus a \$2,000 maximum per room/space connection fee) and an \$8,000 sewer tap fee (\$4,000 sewer tap fee plus a \$4,000 maximum per room/space connection fee).
- All other types of development will be charged the current \$3,000 water tap fee and \$4,000 sewer tap fee.
- Developers will continue to be charged the difference in materials cost for any water and sewer taps exceeding the standard size.

**Recommendation**

I recommend you adopt the attached ordinance amending City Code Sections 78-72 and 78-188 as it applies to water and sewer tap fees.

**Attachments**

Ordinance Amending City Code Sections 78-72 and 78-188  
City of Colonial Heights Code – Water and Sewer Taps and Connections

Ordinance

AN ORDINANCE TO AMEND SECTIONS 78-72 and 78-188  
OF THE CODE OF THE CITY OF EMPORIA, VIRGINIA

BE IT ORDAINED by the City Council of the City of Emporia, Virginia, in regular assembly that:

Sections 78-72 and 78-188 of the Code be amended and re-enacted to read as follows:

Sec. 78-72. Charges, application, and payment for water taps.

Charges, application, and payment for water taps are as follows:

- (1) ~~Charge for three-fourths of an inch water taps shall be \$3,000.00.~~ Single-family dwellings: \$3,000
- (2) Two-family and Multiple-family dwellings: \$3,000 plus \$1,000 per dwelling unit
- (3) Lodging facilities: \$5,000
- (4) All other types of development: \$3,000
- (1) ~~\_\_\_\_\_~~
- (5) Charges for water taps exceeding three-fourths of an inch shall be \$3,000.00 plus the difference in  
(2) \_\_\_\_\_ materials cost.
- (3) ~~For connecting a multiunit residential or commercial development, there shall be, in addition to any tap charges otherwise required in this Code, a fee of \$1,000.00 for each unit within the multiunit development. All facilities constructed or installed on private property for the purpose of serving the development itself shall be maintained by the owner or developer and shall be subject to use regulations as provided elsewhere in this Code.~~
- (6) There shall be a 100 percent surcharge for all customers who reside outside of the corporate  
(4) \_\_\_\_\_ limits of the city.
- (7) Water tap requests shall be included on building permit application forms. After receipt of the \_\_\_\_\_ building permit application, the director of public utilities will determine the size of the water tap. \_\_\_\_\_ All water tap charges, including multiunit development connection fees, will be paid for by the \_\_\_\_\_ owner or agent at the time of building permit issuance. \_\_\_\_\_ The owner or agent shall be charged the \_\_\_\_\_ multiunit development connection fees associated with those units to be developed under the \_\_\_\_\_ current building permit application. \_\_\_\_\_ Should a building permit be required due to the expiration of \_\_\_\_\_ an existing permit or addition of units within the same development, the owner or agent will shall \_\_\_\_\_ be responsible for paying the current pay the current -charges established by multiunit

~~development connection fees as established by city~~ council. After all water tap charges have been paid and a building permit has been issued, the department of public utilities will make the ~~(5)~~ requested water tap. Only authorized city employees shall make water taps.  
(Code 1972, § 23-34; Ord. No. 97-5, 6-17-97; Ord. No. 06-17, 6-20-06; Ord. No. 06-55, 6-19-07; Ord. No. 08-18, 7-1-08; Ord. No. 09-40, 6-16-09; Ord. No. 09-55, 9-1-09)

#### Sec. 78-188. Charges, application, and payment for sewer taps.

Charges, application, and payment for sewer taps are as follows:

~~(1)~~ (1) Charges for four-inch sewer taps shall be \$4,000.00. Single-family dwellings: \$4,000

(2) Two-family and Multiple-family dwellings: \$4,000 plus \$1,000 per dwelling unit

(3) Lodging facilities: \$8,000

(4) All other types of development: \$4,000

~~(5)~~ (5) Charges for sewer taps exceeding four inches shall be \$4,000.00 plus the difference in materials  
~~(2)~~ costs.

~~(3) For connecting a multiunit residential or commercial development, there shall be, in addition to any tap charges otherwise required in this Code, a fee of \$2,000.00 for each unit within the multiunit development. All facilities constructed or installed on private property for the purpose of serving the development itself shall be maintained by the owner or developer and shall be subject to use regulations as provided elsewhere in this Code.~~

~~(6)~~ (6) There shall be a 100 percent surcharge for all customers who reside outside of the corporate  
~~(4)~~ limits of the city.

~~(5)~~ (7) Sewer tap requests shall be included on building permit application forms. After receipt of the building permit application, the director of public utilities will determine the size of the sewer tap. All sewer tap charges, ~~including multiunit development connection fees,~~ will be paid for by the owner or agent at the time of building permit issuance. ~~The owner or agent shall be charged the multiunit development connection fees associated with those units to be developed under the current building permit application.~~ Should a building permit be required due to the expiration of an existing permit or addition of units within the same development, the owner or agent will shall be responsible for paying the current pay the current charges established multiunit development connection fees as established by city council. After all sewer tap charges have been paid and a building permit has been issued, the department of public utilities will make the requested sewer tap. Only authorized city employees shall make sewer taps.

(Code 1972, § 17-23; Ord. No. 97-6, 6-17-97; Ord. No. 06-18, 6-20-06; Ord. No. 06-57, 6-19-07; Ord. No. 08-19, 7-1-08; Ord. No. 09-41, 6-16-09; Ord. No. 09-55, 9-1-09)

Adopted: November 18, 2014

By \_\_\_\_\_  
Mary L. Person  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Form Approved:

\_\_\_\_\_  
City Attorney

City of Colonial Heights, VA  
Wednesday, August 27, 2014

## Chapter 277. WATER

### Article I. General Provisions

#### § 277-6. Water taps and connections; connection charges.

[Amended 6-10-1980 by Ord. No. 80-35; 6-12-1984 by Ord. No. 84-32; 11-10-1987 by Ord. No. 87-31; 3-8-1998 by Ord. No. 87-31A; 5-9-1989 by Ord. No. 89-24; 8-11-1998 by Ord. No. 98-19; 5-8-2001 by Ord. No. 01-13<sup>[1]</sup>; 9-10-2002 by Ord. No. 02-31; 1-10-2006 by Ord. No. 05-29]

- A. All connections made with or into any lines or any water mains or pipes under the control of the City shall be made under the supervision of the Director of Public Works and/or the Building Official, and no such connection shall be made without a permit to do so being first obtained.
- B. Every person tapping into and connecting with the water mains so provided under this section, except as otherwise provided, shall pay into the City treasury connection fees according to the following schedule:

Type	Fee
Single-family detached houses	\$2,000
Apartments, Townhouses, Attached	\$4,000
Condominiums, Quadruplexes & Duplexes (owner occupied or tenant occupied), per unit	
Motel/hotel, per room	\$700
Hospital, per bed	\$1,500
Nursing home, per bed	\$750

- C. Any commercial or industrial user tapping into and connecting with the water mains so provided under this section shall pay into the City treasury connection fees according to the following schedule:

Size of Meter (inches)	Fee
5/8	\$2,000
1	\$3,500
1 1/2	\$7,000

Size of Meter (inches)	Fee
2	\$12,000
3	\$23,000
4	\$37,000
6	\$73,000
8	\$117,000

- D. All persons occupying property in the City which is connected with the water system of the City and all persons who are required by law or ordinance to connect with such water system shall hereafter be required to connect to a water meter, which shall be installed, owned and controlled by the City.
- E. The following is a definition of the materials to be furnished by the City in making water taps in accordance with this section: In making water taps, the City shall make the tap, furnishing corporation cock when necessary, lead goose neck, lead to iron coupling and curb cock to meter, but no other pipe. Pipe shall be supplied by the water taker or the water taker's plumber and must be a good quality three-fourths-inch Type K copper pipe, or larger sizes when necessary. Such pipe shall not be covered up until tested and inspected by the City Building Inspector.

[1] *Editor's Note: This ordinance stated that § 277-6 would be in effect on and after 7-1-2001.*

City of Colonial Heights, VA  
Wednesday, August 27, 2014

## Chapter 238. SEWERS AND SEWAGE DISPOSAL

### Article I. Connections

#### § 238-2. Permit required; fee.

[Amended 6-10-1980 by Ord. No. 80-40; 11-10-1987 by Ord. No. 87-31; 3-8-1988 by Ord. No. 87-31A; 5-9-1989 by Ord. No. 89-24; 5-13-1992 by Ord. No. 92-17; 7-14-1992 by Ord. No. 92-23; 5-8-2001 by Ord. No. 01-12<sup>[1]</sup>; 9-10-2002 by Ord. No. 02-31; 1-10-2006 by Ord. No. 05-29]

- A. All connections made with or into the sewer lines or mains under the control of or owned by the City shall be made under the supervision of the Director of Public Works and/or the Building Official, and no such connection shall be made without a permit to do so being first obtained. Each single-family residence and any auxiliary structures and uses may be connected by the same number of taps as would result from the development of the entire adjacent property of the owner as conforming lots or validly recorded nonconforming lots. Future connection of any additional residence, or of a use of an equal or greater intensity, to any such tap other than the primary tap shall require prior issuance of an additional permit and prior payment of an additional fee.
- B. Every person tapping into and connecting with the sewer lines or mains under the control of or owned by the City, except as otherwise provided, shall pay into the City treasury connection fees according to the following schedule:

Type	Fee
Single-family detached houses	\$3,000
Apartments, Townhouses, Attached Condominiums Quadruplexes and Duplexes (owner occupied or tenant occupied), per unit	\$6,000
Motel/hotel, per room	\$700
Hospital, per bed	\$2,500
Nursing home, per bed	\$1,250

- C. Any commercial or industrial user tapping into and connecting with the sewer lines or mains under the control of or owned by the City shall pay into the City treasury connections fees according to the following schedule:

Size of Meter (inches)	Fee
5/8 or 3/4	\$2,000
1	\$3,500
1 1/2	\$7,000
2	\$12,000
3	\$23,000
4	\$37,000
6	\$73,000
8	\$117,000

D. Nothing contained in this section shall be construed to apply to the provisions of Chapter 250, Subdivision of Land.

[1] *Editor's Note: This ordinance stated that the provisions of § 238-2 would be in effect on and after 7-1-2001.*



# CITY OF EMPORIA

---

---

## Memorandum

November 14, 2014

**TO:** The Honorable Mayor and City Council  
**FROM:** Brian S. Thrower, City Manager *BST*  
**SUBJECT:** Transient Lodging Tax – Request to Amend City Code  
**ITEM #:** 14-73

Per State Code Section 58.1-3840, “any city or town having general taxing powers established by charter pursuant to or consistent with the provisions of Section 15.2-1104 may impose excise taxes on cigarettes, admissions, transient room rentals, meals, and travel campgrounds.” As such, I am proposing that you amend City Code to allow for the imposition of excise taxes on “travel campgrounds,” as is already done with other lodging facilities such as motels and hotels. A “travel campground” means but is not limited to a “recreational vehicle park” as defined in City Code Section 90-1.

### Recommendation

I recommend you adopt the attached ordinance amending City Code Sections 70-256, 70-258, 70-261, and 70-266 as it applies to the transient lodging tax.

### Attachments

Ordinance Amending City Code Sections 70-256, 70-258, 70-261, and 70-266  
State Code Section 58.1-3840. Certain excise taxes permitted.

Ordinance

AN ORDINANCE TO AMEND SECTIONS 70-256, 70-258, 70-261, and 70-266  
OF THE CODE OF THE CITY OF EMPORIA, VIRGINIA

**BE IT ORDAINED** by the City Council of the City of Emporia, Virginia, in regular assembly that:

Sections 70-256, 70-258, 70-261, and 70-266 of the Code be amended and re-enacted to read as follows:

Sec. 70-256. Definitions.

The following words, terms, and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Hotel/Lodging facility* means any public or private hotel, inn, apartment hotel, hostelry, tourist home or house, motel, roominghouse, travel campground or other lodging place within the city offering lodging to any transient for compensation and which can lodge four or more persons at any one time. -As used in this article "travel campground" means but is not limited to "recreational vehicle park" as defined in city code section 90-1.

*Lodging* means any space or room furnished any transient.

*Room rental* means ~~the total charge, exclusive of any tax imposed on such charge, made by any hotel for lodging furnished any transient. If the charge made by any hotel to a transient includes any charge for services or accommodations in addition to that of lodging, then such portion of the total charge as represents only lodging rental shall be distinctly set out and billed to such transient by such hotel as a separate item~~ the amount of the charge imposed for the occupancy of any room or space occupied at a lodging facility.

*Transient* means any person who, for a period of not more than 90365 consecutive days, either at his own expense or at the expense of another obtains lodging in any hotel/lodging facility ~~for which lodging a charge is made.~~

*Code* (1972, 88-86)

*Cross reference*— *Definitions generally*, § 1-2.

Sec. 70-257. Penalty for violation of article.

Any person violating or failing to comply with any of the provisions of this article shall, upon conviction, be punished as provided in section 1-11, and each violation or failure to comply shall constitute a separate offense. The punishment provided for in this section shall be in addition to any other remedy for the collection of taxes provided for by law.

*(Code 1972, § 8-96)*

**Sec. 70-258. Levy and rate.**

In addition to any other tax imposed by law, there is hereby imposed and levied on each and every transient a tax equivalent to ten percent of the total amount paid for room rental by or for any such transient to any ~~hotel~~ lodging facility.

*(Code 1972, § 8-87; Ord. No. 05-19, 6-21-05; Ord. No. 06-19, 6-20-06; Ord. No. 06-50, 6-19-07; Ord. No. 06-51, 6-19-07; Ord. No. 09-37, 6-16-09)*

**Sec. 70-259. Exceptions.**

No tax shall be payable under this article in any of the following instances:

- (1) On room rental paid by any federal, state or city official or employee when on official business, and the government concerned either pays the rental or reimburses the employee or official.
- (2) On room rental paid to any hospital, medical clinic, convalescent home or home for aged people.
- (3) On room rental paid by any person enrolled in and attending full time a school, college or university within the corporate limits of the city.

*(Code 1972, § 8-88)*

**Sec. 70-260. Collection.**

Every person receiving any payment for room rental with respect to which a tax is levied under this article shall collect the amount of tax hereby imposed from the transient on whom the same is levied or from the person paying for such room rental at the time payment for such room rental is made. The taxes required to be collected under this article shall be deemed to be held in trust by the person required to collect the same until remitted as required in this article.

*(Code 1972, § 8-89)*

**Sec. 70-261. Reports and remittance.**

The person collecting any such tax shall make out a report upon such forms and setting forth such information as the commissioner of the revenue may prescribe and require, showing the amount of room rental charges collected and the tax required to be collected and shall sign

and deliver the same to the treasurer with a remittance of such tax. Such reports and remittances shall be made on or before the last day of each month covering the amount of tax collected during the preceding month. Any person operating a hotel-lodging facility regularly throughout the year may, upon written application to and with the written consent of the commissioner of the revenue, make reports and remittances on a quarterly basis in lieu of the monthly basis provided in this section. Such quarterly reports and remittances shall be made on October 31, January 31, April 30 and July 31 in each year and shall cover the amounts collected during the three months immediately preceding the months in which reports and remittances are required. If the remittance is by check or money order, the same shall be payable to the city.

*(Code 1972, § 8-90)*

**Sec. 70-262. Penalty and interest for nonpayment.**

If any person shall fail or refuse to remit the tax required to be collected and paid under this article, or fail or refuse to submit the reports required by this article within the time and in the amount specified in this article, there shall be added to such tax a penalty of five per centum if the failure is for not more than one month, with an additional five per centum for each additional month, or fraction thereof, during which the failure continues, not to exceed 25 percentum in the aggregate; provided, however, that in no case shall the penalty be less than \$10.00, and such minimum penalty shall apply whether or not any tax is due for the period for which such return was required. In addition, there shall be added to such unpaid tax interest thereon at the rate of ten percent per annum, which shall be computed upon the tax and penalty from the date such tax was due and payable.

*(Code 1972, § 8-91)*

**Sec. 70-263. Failure to collect, report or remit tax; action by the commissioner of the revenue.**

If any person shall fail or refuse to collect, in whole or in part, or properly to report or remit such tax within the time required by this article, the commissioner of the revenue shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the commissioner of the revenue has procured such facts and information he shall make his estimate of the tax due and proceed to determine and assess against such person such estimated tax due, together with the penalties and interest provided for by this article. He shall notify such person by registered mail sent to his last known address of the total amount of such tax, interest and penalties and the total amount thereof shall be payable within ten days from the date of such notice; provided, however, that before any determination and assessment is made by the commissioner of the revenue that any person is liable for any tax, penalty and interest under this section, he shall give such person notice and an opportunity to be heard concerning such possible determination and assessment.

*(Code 1972, § 8-92)*

**Sec. 70-264. Records.**

It shall be the duty of every person liable for the collection and payment to the city of any tax imposed by this article to keep and preserve for a period of three years such suitable records as may be necessary to determine the amount of such tax as he may have been liable for collection of and payment to the city, which records the commissioner of the revenue and the city treasurer shall have the right to inspect at all reasonable times.

*(Code 1972, § 8-93)*

**Sec. 70-265. Cessation of business.**

Whenever any person required to collect and pay to the city a tax under this article shall cease to operate or otherwise dispose of his business, any tax payable under this article to the city shall become immediately due and payable and such person shall immediately make a report and pay the tax due.

*(Code 1972, § 8-94)*

**Sec. 70-266. Powers and duties of commissioner of the revenue.**

It shall be the duty of the commissioner of the revenue to ascertain the name of every person operating a ~~hotel~~ lodging facility in the city liable for the collection of the tax levied by this article. The commissioner of the revenue shall have the power to adopt rules and regulations not inconsistent with the provisions of this article for the purpose of carrying out and enforcing the payment, collection and remittance of the tax levied in this article.

*(Code 1972, § 8-95)*

**Secs. 70-267—70-295. Reserved.**

*State Law reference— Excise tax on transient room rentals, Code of Virginia, § 58.1-3840.*

Adopted: November 18, 2014

By \_\_\_\_\_  
Mary L. Person  
Mayor

Attest:

Form Approved:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

[prev](#) | [next](#)

§ 58.1-3840. Certain excise taxes permitted.

A. The provisions of Chapter 6 (§ [58.1-600](#) et seq.) of this title to the contrary notwithstanding, any city or town having general taxing powers established by charter pursuant to or consistent with the provisions of § [15.2-1104](#) may impose excise taxes on cigarettes, admissions, transient room rentals, meals, and travel campgrounds. No such taxes on meals may be imposed on (i) that portion of the amount paid by the purchaser as a discretionary gratuity in addition to the sales price of the meal; (ii) that portion of the amount paid by the purchaser as a mandatory gratuity or service charge added by the restaurant in addition to the sales price of the meal, but only to the extent that such mandatory gratuity or service charge does not exceed 20% of the sales price; or (iii) food and beverages sold through vending machines or on any tangible personal property purchased with food coupons issued by the United States Department of Agriculture under the Food Stamp Program or drafts issued through the Virginia Special Supplemental Food Program for Women, Infants, and Children. No such taxes on meals may be imposed when sold or provided by (a) restaurants, as such term is defined in subdivision 9 a of § [35.1-1](#), to their employees as part of their compensation when no charge is made to the employee; (b) volunteer fire departments and rescue squads; nonprofit churches or other religious bodies; or educational, charitable, fraternal, or benevolent organizations, the first three times per calendar year and, beginning with the fourth time, on the first \$100,000 of gross receipts per calendar year from sales of meals (excluding gross receipts from the first three times), as a fundraising activity, the gross proceeds of which are to be used by such church, religious body or organization exclusively for nonprofit educational, charitable, benevolent, or religious purposes; (c) churches that serve meals for their members as a regular part of their religious observances; (d) public or private elementary or secondary schools, or public or private colleges and universities, to their students or employees; (e) hospitals, medical clinics, convalescent homes, nursing homes, or other extended care facilities to patients or residents thereof; (f) day care centers; (g) homes for the aged, infirm, handicapped, battered women, narcotic addicts, or alcoholics; or (h) age-restricted apartment complexes or residences with restaurants, not open to the public, where meals are served and fees are charged for such food and beverages and are included in rental fees.

Also, the tax shall not be levied on meals: (a) when used or consumed and paid for by the Commonwealth, any political subdivision of the Commonwealth, or the United States; or (b) provided by a public or private nonprofit charitable organization or establishment to elderly, infirm, blind, handicapped, or needy persons in their homes, or at central locations; or (c) provided by private establishments that contract with the appropriate agency of the Commonwealth to offer food, food products, or beverages for immediate consumption at concession prices to elderly, infirm, blind, handicapped, or needy persons in their homes or at central locations.

In addition, as set forth in § [51.5-98](#), no blind person operating a vending stand or other business enterprise under the jurisdiction of the Department for the Blind and Vision Impaired and located on property acquired and used by the United States for any military or naval purpose shall be required to collect and remit meals taxes.

B. Notwithstanding any other provision of this section, no city or town shall levy any tax under this section upon alcoholic beverages sold in factory sealed containers and purchased for off-premises consumption or food purchased for human consumption as "food" is defined in the Food Stamp Act of 1977, 7 U.S.C. § 2012, as amended, and federal regulations adopted pursuant to that act, except for the following items: sandwiches, salad bar items sold from a salad bar, prepackaged single-serving salads consisting primarily of an assortment of vegetables, and nonfactory sealed beverages.

C. Any city or town that is authorized to levy a tax on admissions may levy the tax on admissions paid for any event held at facilities that are not owned by the city or town at a lower rate than the rate levied on admissions paid for any event held at its city- or town-owned civic centers, stadiums and amphitheatres.

D. [Expired.]

(1984, c. 675; 1986, cc. 545, 605; 1989, cc. 314, 391; 1999, c. [366](#); 2000, c. [626](#); 2003, c. [12](#); 2005, c. [106](#); 2006, cc. [568](#), [602](#); 2009, c. [415](#); 2014, c. [673](#).)



# CITY OF EMPORIA

---

## Memorandum

November 14, 2014

**TO:** The Honorable Mayor and City Council  
**FROM:** Brian S. Thrower, City Manager *BST*  
**SUBJECT:** Smoove Operators – Request to Revoke Conditional Use Permit  
**ITEM #:** 14-74

At your March 19, 2013 meeting you approved a Conditional Use Permit for Smoove Operators to operate a “nightclub” at 773 N. Main Street. Per Section 90-1 of City Zoning Code, a “nightclub” is defined as “an establishment for evening entertainment, generally open until the early morning hours that serves liquor and usually food and offers patrons music, comedy acts, a floor show, or dancing.” The Conditional Use Permit you initially approved stipulated an initial six month review by City Council with annual reviews thereafter.

Attached is a list of incidents that have occurred at Smoove Operators since January 2013. Many of these incidents involve noise complaints from residents, crowds in the parking lot, and patrons fighting. Most of these incidents have occurred in the early morning hours. I recently received a written complaint from an adjacent resident regarding continued loud music and noise coming from the property, as well as patrons fighting in the road and her front yard (see attached).

### Recommendation

Chief Wyatt and I recommend that Smoove Operators’ Conditional Use Permit to operate a “nightclub” be revoked. This recommendation is primarily attributed to the number of noise complaints received from residents in the immediate area and Smoove Operators’ close proximity to residential properties. As you can see on the attached GIS map, residential properties are located directly across and behind the streets from Smoove Operators. Apartment units are also located beside the property.

### Attachments

Memo from Police Chief  
GIS Maps of Area  
Original CUP Application  
Letter from Adjacent Resident



To: Brian Thrower, City Manager

From: Chief Don Wyatt

Date: 30 September 2014

Ref: Chronology of Events for Smoove Operators

- 5 January 2013 – Police observed a narcotic violation in the parking lot of Smoove Operators. Arrest made possession of marijuana. (11:05pm)
- 21 January 2013 – Police investigated a report of felonious assault at Smoove Operators. Victim was hit with beer bottle in the head that caused a laceration. Victim refused to cooperate with police. (12:43am)
- 1 April 2013 – Police investigated an assault/battery at Smoove Operators. Victim refused to seek warrant. (04:00am)
- 19 May 2013 – Police investigated an assault/battery at Smoove Operators. Arrest made for same. (04:02am)
- 8 June 2013 - Police observed a large crowd fighting in the parking lot of Smoove Operators. Arrests made for disorderly conduct, drunk in public, and assault. (02:48am)
- 13 July 2013 – Police responded to a fight at Smoove Operators. Arrest made for assault/battery. (3:47am)
- 24 August 2013 – Police received report of wallet being stolen from an individual at Smoove Operators.
- 7 September 2013 – Police received anonymous complaint of loud music at Smoove Operators. (03:34am)
- 5 October 2013 – Police received complaint of loud music coming from inside Smoove Operators by a nearby residence. Owner advised to lower volume of music. Police remained on-scene due to large crowd within the parking lot area. (12:56am thru 02:00am)
- 12 October 2013 – Police called to investigate a disturbance at Smoove Operators. (01:53am)
- 20 October 2013 – Police called to Smoove Operators for a complainant that the business is “cheating people out of their money”. Civil matter. (01:13am)
- 22 October 2013 – Police requested to investigate a rock being thrown at a vehicle and damaging the windshield. The perpetrator was reported to have been in the parking lot of Smoove Operators.
- 2 November 2013 – Police called to Smoove Operators reference a large crowd and a fight taking place. Two subjects arrested for disorderly conduct. (02:25am)
- 9 November 2013 - Police requested to address a crowd control issue at the parking lot of Smoove Operators. (01:32am)
- 16 November 2013 – Police responded to a large crowd in the street and parking lot of

Smooove Operators. The crowd was assembled due to a fight that started inside and was moved outside. Crowd was dispersed by police. (1:53am)

- 17 November 2013 – Resident in the 1100 block of N.Main complained of noise coming from Smooove Operators. (12:43am, 02:32am)
- **22 November 2013** – Special Agent Anna T. Velvin (A.B.C.) reviewed a list of problem areas that applied to the business operation known as “Smooove Operators”. After reviewing this list with the owner, Timothy Yates signed same.
- 23 November 2013 – Police investigate subjects in the parking lot of Smooove Operators. Subsequent arrests for Obstruction of Justice and drunk in public. (01:36am)
- 29 November 2013 – Police received call from a resident on Second St. reference loud music coming from Smooove Operators. Police officers reported that the bass of the music is what was being heard at a distance. (12:36am)
- 1 December 2013 – Police dispersed a small crowd hanging out in the parking lot of Smooove Operators. (03:56am)
- 8 December 2013 – Resident in the 1100 block of N.Main complained of noise coming from Smooove Operators. (12:51am)
- 13 December 2013 – Police requested to check on individuals under 21 y.o.a. at Smooove Operators. (11:14pm)
- 21 December 2013 – Police made narcotics arrest in the parking lot of Smooove Operators. (12:05am)
- 11 January 2014 – Police investigate a hit/run in the parking lot of Smooove Operators. (02:10am)
- 12 April 2014 – Narcotic violation arrest made in the parking lot of Smooove Operators by EPD. (01:24am)
- 19 May 2014 – Police received loud noise complaint coming from Smooove Operators. (12:37am)
- 20 May 2014 – Chief Wyatt received complaint from a landlord and some tenants reference noise and littering from the crowds at Smooove Operators. The littering involves beer bottles being thrown in their yards. Patrol was advised to monitor same and take enforcement action if observed.
- 7 June 2014 - Alcohol violation arrest made in the parking lot of Smooove Operators by EPD. (02:04am)
- 18 June 2014 – Police called to investigate a domestic type call at Smooove Operators. (12:48am)
- 28 June 2014 – Police receive complaint of loud music coming from Smooove Operators. Police asked owner to turn it down. (07:46pm)
- 30 June 2014 – Police called to a loud music complaint coming from Smooove Operators. Owner advised he would turn it down.(12:57am)
- 9 July 2014 – Police received complaint of loud music coming from Smooove Operators. (02:37am, 02:43am music turned off)
- 12 July 2014 – Police respond to a large crowd in the parking lot of Smooove Operators. (02:20am)
- 17 July 2014 – Advertising for “Damn Near Naked Lingerie Party” with pornstar guest “KinkyKayXXX” was scheduled for July 19<sup>th</sup> at Smooove Operators. Special Agent Velvin interceded upon learning of this event and it was canceled.
- 9 August 2014 – Smooove Operators requested police assistance in clearing their parking lot. Some individuals were giving their security team a problem and they believed they may have a firearm in their vehicle. (12:51am)
- 10 August 2014 – Anonymous resident of N.Main complained of noise coming from

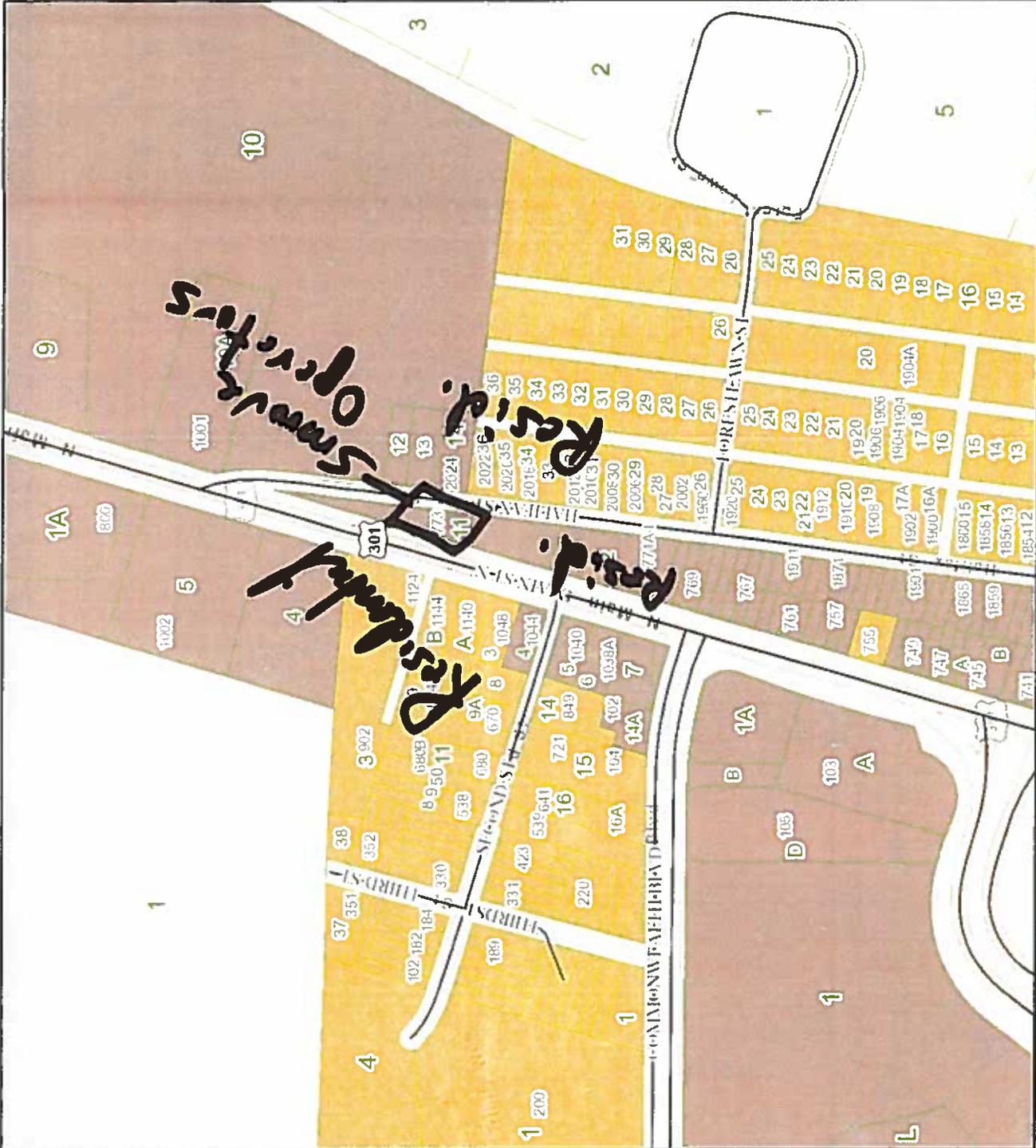
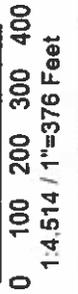
Smoove Operators. (23:39pm)

- 10 August 2014 – Police responded to Smoove Operators due to a crowd in the parking lot. (02:31am)
- 23 August 2014 – Police have been requested to investigate underage drinking at Smoove Operators. One of the customers was banned from the property due to disorderly conduct. (01:19am)

**Legend**

- City Boundary
- Parcels
- Site Addresses
- Road Centerlines
- Zoning
  - DT DOWNTOWN
  - C-1 GENERAL COMMERCIAL
  - C-2 AUTO COMMERCIAL
  - I-1 INDUSTRIAL
  - I-2 INDUSTRIAL
  - R-1 SINGLE FAMILY
  - R-2 SINGLE FAMILY
  - R-3 MULTI-FAMILY
  - Streams and Rivers
  - Water Bodies

Feet

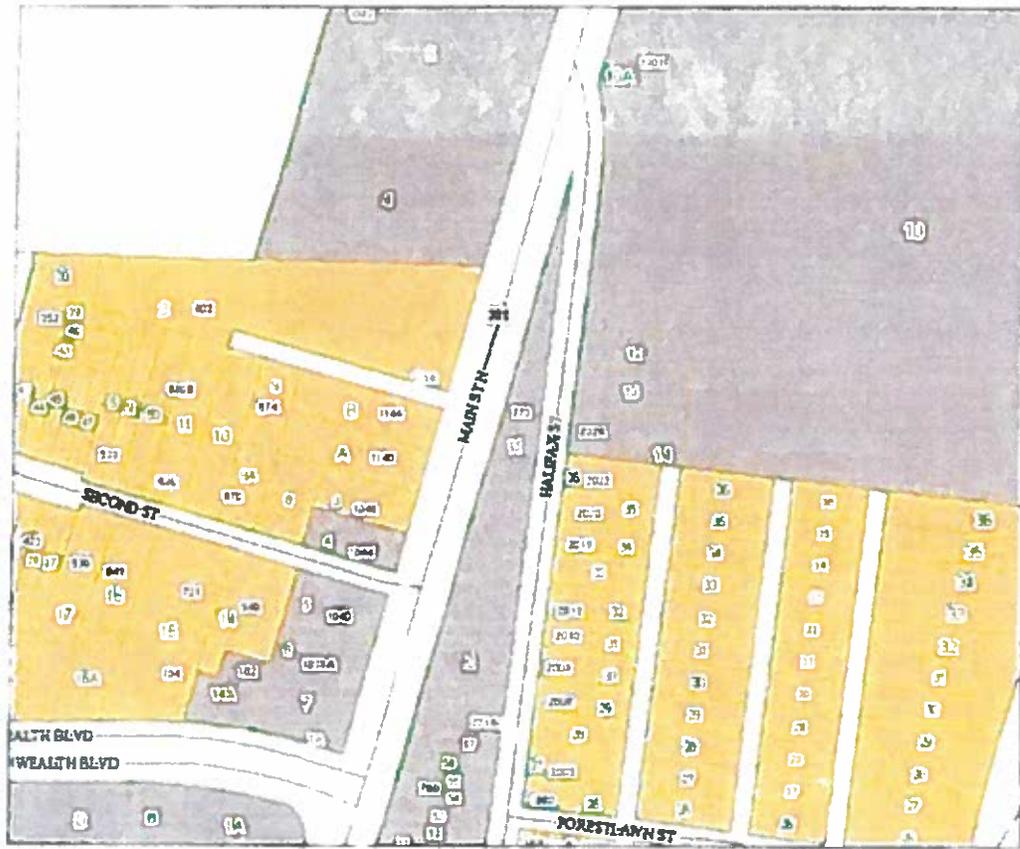


Title:

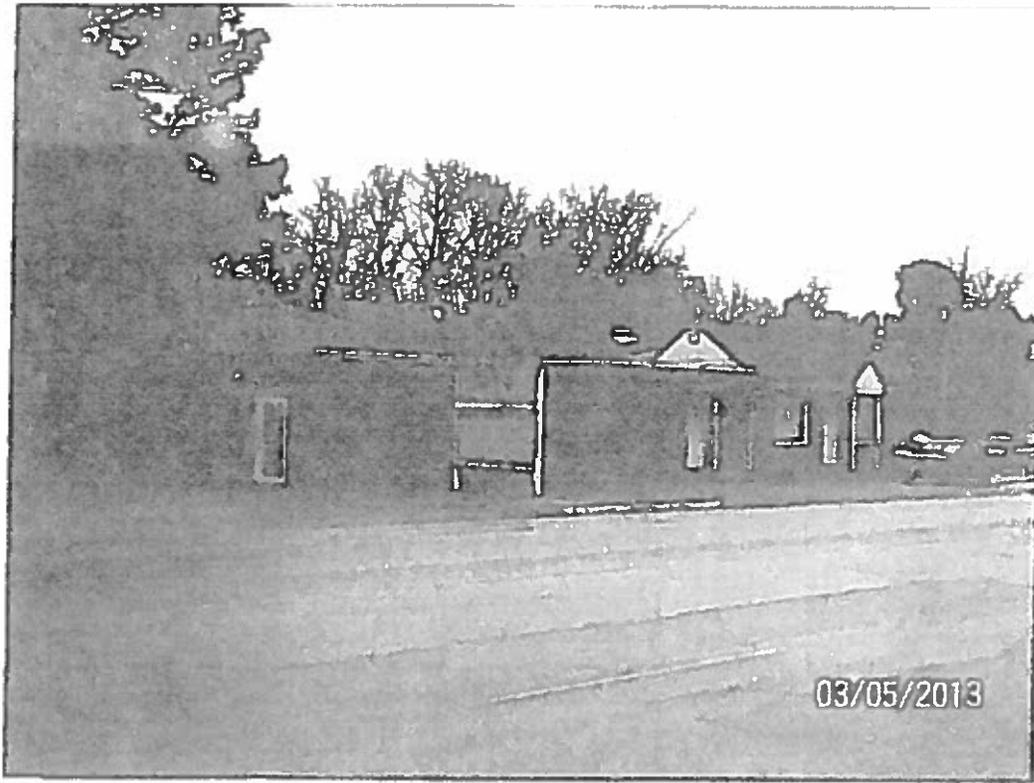
Date: 10/17/2014

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Emporia is not responsible for its accuracy or how current it may be.

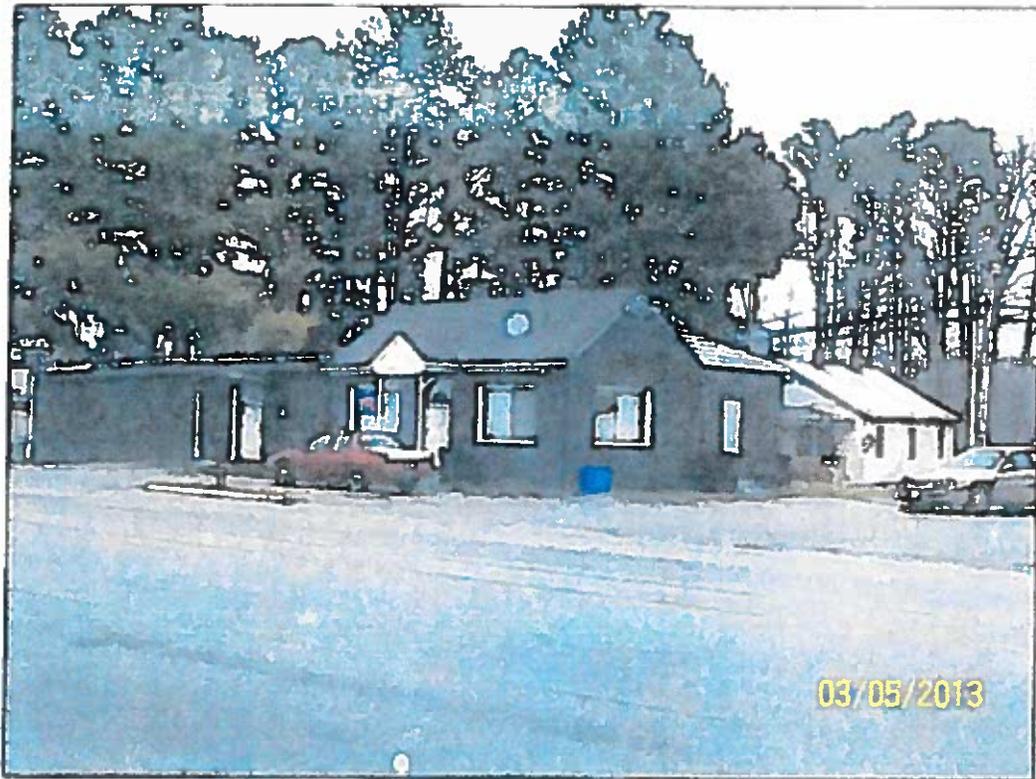
773 North Main Street – C-2 Zoning District



773 North Main Street – Looking South



773 North Main Street – Looking North



773 North Main Street - Aerial Image





City of Emporia  
 Community Development and Planning  
 201 South Main Street  
 Emporia, VA 23847  
 (434) 634-3332 (434) 634-0003 Fax

Permit Number \_\_\_\_\_  
 Date \_\_\_\_\_  
 Tax Map # \_\_\_\_\_  
 Zoning District \_\_\_\_\_

**LAND USE AMENDMENT APPLICATION**  
*Information must be typed or printed and completed in full.*  
*Attach additional pages where necessary.*

**Land Use Information:**

Application Type: (Circle One):  Variance  Rezoning  Conditional Use Permit  
 Special Exception  Amendment  Appeal  
 Telecommunications  Tower  Co-location on existing tower

Description of Request: "Restaurant" Opening Small Restaurant  
(Smooove Operators)

Proposed Acreage: \_\_\_\_\_

**Applicant/Agent Information:**

Is the applicant:  Property Owner (if property owner skip to next section)  Contract Purchaser  Other: \_\_\_\_\_

Agent(s): Timothy Yates Phone # 347-860-2820

Address: 199 Waterwheel Rd. Emporia Va  
23847

If you are the agent for the property owner, do you have consent of the owner attached?  Yes  No

**Property Owner Information:**

Property Owner (s): Mark Yeates

Phone # 434-634-4373

Address: 800 N. Main St.  
Emporia Va. 23847

Property owners mailing address (If this is different from that listed in the Assessor's Office)

\_\_\_\_\_

\_\_\_\_\_

**Subject Parcel Information**

Location of Property: \_\_\_\_\_

Street Address: 773 D Ma St. Emporia Va 23847

General Description of Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Current Zoning (circle one)

R-1 R-2 R-3 C-1 C-2 I-1 I-2 DT Other \_\_\_\_\_

Proposed Zoning (for rezoning request)

R-1 R-2 R-3 C-1 C-2 I-1 I-2 DT Other \_\_\_\_\_

Existing Use(s) of Property

\_\_\_\_\_  
\_\_\_\_\_

A. Explain fully the proposed use, type of development, operation program, reason for this request, etc.:

I am pursuing to have Special Events, Karaoke, Alcohol beverages, live bands and comedic performance at my restaurant occasionally.

B. Section(s) of the City Code that pertain to this request

\_\_\_\_\_

C. State how this request will not be materially detrimental to adjacent property, the surrounding neighborhood or City in general. Include where applicable; information concerning use of public utilities/services, relationship to the comprehensive plan effect of request on public schools, traffic impact, means of access to nearest public road, existing and future area development, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Has any previous application for a land use amendment been filed in connection with these parcels? List case numbers and explain any existing use permit, special exception, conditional use or variance previously granted on the parcels in question. If this application is to amend an existing special use

exception, or other applicable amendment, please explain the request (proposed change in structure(s) including all signs).

---

---

---

**E. Proffers and Conditions**

List any conditions or proffers currently associated with this property.

---

---

If the applicant proffers any conditions (§ 15.2-2297 of the Code of Virginia), they must:

- 1) Have a reasonable relationship to the rezoning
- 2) Not include a cash contribution to the City of Emporia
- 3) Not include mandatory dedication of property
- 4) Not include payment for construction of off-site improvements

Proffers may be amended in writing prior the Planning Commission public hearing.

If this is an application for a conditional zoning, the following conditions are voluntarily proffered:

---

---

---

**F. Please list any and all restrictive covenants, deed restrictions and other special considerations:**

---

---

---

**G. If required by the Zoning Administrator, attach a site plan / plot plan / survey plat / building dimensions / densities showing the location(s) of existing and proposed structures to be erected and applicable setback lines and distances including all zoning district requirements.**

**Notes:**

- (1) Special use permits shall be for an indefinite period of time unless the Planning Commission imposes a condition specifying a shorter duration. Such permits shall run with the land unless the City of Emporia imposes a more restrictive condition with regard to the succession to rights in such a permit.
- (2) The City of Emporia may include, as part of the ordinance granting any conditional use permit, suitable regulations and safeguards as it may deem appropriate. Once a special use permit is approved subject to such conditions, they shall be deemed to be a part of the zoning ordinance and may be enforced by the zoning administrator. Conditions attached to a special use permit may only be amended or deleted by subsequent application for the purpose.
- (3) This application for a conditional special use permit must be accompanied by two (2) copies of any required site plans or plot plans.

H. If requesting a variance, explain the unique physical hardship or extraordinary situation (size, shape, topography, etc.) that is justification for the request:

---

---

---

i. Explain how the zoning ordinance prohibits or unreasonable restricts the use of the property.

---

---

---

j. Applicant Remarks

---

---

---

---

---

**Checklist:**

- ✓ The required fee must accompany this application. A fee schedule is attached for your convenience. Checks must be made payable to: "Treasurer, City of Emporia".
- ✓ Enclosed with the application, a copy of the appropriate city tax map with the property marked and, if available, a surveyed plat of the entire parcel.
- ✓ Enclose with this application any required plans or plats (plans must be folded).
- ✓ Enclose with this application any additional information to assist with review and determination.

I/We hereby certify that to the best of my/our knowledge all the above statements and the statements contained in any exhibits transmitted are true and that the adjacent property owners listed herewith are the owners of record as of the date of the application:

Date: 2/14/13

Applicants Name Timothy Yates  
(Typed or printed)

Signature of Applicant 

**Note:** Incomplete application will not be accepted. Any request that requires plans must be accompanied by those plans at the time submission of the application.

[REDACTED]  
Emporia, Va. 23847

City Manager  
P.O. Box 511  
Emporia, Va. 23847  
11/8/2014

**RE: Smoove Operators' Conditional Use Permit Revocation**

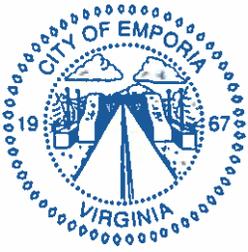
The first time I heard the noise coming from Smoove Operators was on June 12, 2013. It was so loud it made the windows vibrate. I did not sleep at all but still had to work the next day. My husband Charles went over to Smoove Operators the next day and asks them nicely to turn their music down because it was so loud we could not sleep. They continued to be loud and on Saturday the 15<sup>th</sup> I called over there while they were playing. I asked them nicely to turn the music down because it kept us awake.

I started wearing earplugs but the noise still came through. On August, 30<sup>th</sup> I spent \$300.00 on some Bose headphones to shut out the noise. I could still hear the noise and the headphones hurt my head and made my ears feel strange. I had to stop wearing them.

On 1/14/14 because I could not get any sleep at night I had to give my notice at work. I hated it because they were the best people to work for. They did not want me to leave, but I told them I was having a hard time focusing on my work. I did not want to let them down.

Most of the time we just put up with it but during this time my husband has gone to the police station and talked to them on several occasions. We both have called the police on many occasions because of the loud music, loud arguments, and fighting. One night they were fighting in the road and also came into my front yard. Some cars had to stop because of it. I don't think it is fair to us or anyone else around here. I want to add that on every occasion the police have responded very quickly.

[REDACTED]



# **CITY OF EMPORIA**

---

---

## **Memorandum**

November 14, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** Brian S. Thrower, City Manager *BST*

**SUBJECT:** 2014B General Obligation Bond – Request to Adopt Resolution

**ITEM #:** 14-75

Davenport & Company, LLC, serving as Financial Advisor to the City, distributed a Request for Proposals (the “RFP”) for the issuance of a 2014B General Obligation Bond in an amount not to exceed \$1,800,000 for the Wastewater Treatment Plant Solids Handling Facilities Modifications and the West Atlantic Street Sanitary Sewer Replacement as approved with the adoption of the City’s FY15 Budget. Roland Kooch with Davenport & Company, LLC is here to present a summary of the responses to the RFP.

### **Recommendation**

I recommend that you adopt the attached resolution authorizing issuance of the 2014B General Obligation Bond and accepting Carter Bank & Trust’s proposal to finance the aforementioned projects.

### **Attachment**

Resolution  
Summary of Bank Proposals and Analysis of Financing Options

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND, SERIES 2014B, OF THE CITY OF EMPORIA, VIRGINIA, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF**

**WHEREAS**, the City of Emporia, Virginia (the “City”), is a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), and pursuant to the Public Finance Act of 1991, as amended (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “Act”), the City Council of the City of Emporia, Virginia (the “Council”) is authorized to contract debts on behalf of the City and to issue, as evidence thereof, bonds, notes or other obligations payable from pledges of the full faith and credit of the City; and

**WHEREAS**, the City wishes to issue its general obligation bond to finance (i) a new screw press and all associated equipment in the existing sludge handling building at the City’s wastewater treatment plant, (ii) the removal and replacement of existing gravity sanitary sewer on West Atlantic Street in the City, including (a) the replacement of approximately 490 linear feet of 10-inch gravity sanitary sewer and 1,230 linear feet of 8-inch gravity sanitary sewer, (b) the removal and replacement of associated manholes and reconnection of existing sanitary sewer laterals to the new gravity sewer and (c) pavement restoration, and (iii) the costs of issuing the bond, clauses (i) and (ii) being collectively referred to as the “Project”; and

**WHEREAS**, at a meeting duly called and held on October 21, 2014, the Council held a public hearing with respect to the issuance of the City’s general obligation bonds in one or more series from time to time in an aggregate principal amount not to exceed \$1,800,000 to finance, pursuant to the Act, a portion of the costs of the Project and the costs of issuance; and

**WHEREAS**, at the present time, the Council wishes to issue, at a tax-exempt interest rate, a general obligation bond in a principal amount not to exceed \$1,800,000 to finance a portion of the costs of the Project and the costs of issuance of the bond, and the Council has received proposals from several financial institutions in connection with the purchase of such bond;

**NOW, THEREFORE**, be it resolved by the Council of the City of Emporia, Virginia:

**1. Finding of Necessity for Project and Issuance of Bond.** It is hereby determined to be necessary and expedient for the City to undertake the Project, which will benefit the City and its citizens. It is also hereby determined to be necessary and expedient for the City to borrow money by issuing its general obligation bond in a maximum aggregate principal amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) (the “Bond”) to finance a portion of the cost of the Project and the costs of issuing the Bond. The Council elects to issue the Bond under the provisions of the Act and without regard to the provisions of the City Charter.

2. **Selection of Winning Proposal.** After consideration of the methods of sale of the Bond and the proposals received from various financial institutions, it is hereby determined that it is in the best interest of the City to accept, and the City does hereby accept, the proposal of Carter Bank & Trust (the "Bank") to purchase the Bond, such offer being contained in a letter from the Bank (the "Winning Proposal"). The Mayor, the City Manager and the Director of Finance of the City, any of whom may act, are each hereby authorized and directed to accept the Winning Proposal and to evidence such acceptance in such manner as may be requested by the Bank.

3. **Details of Bond.** The Bond shall be dated the date of its issuance, shall be in the form of a single fully registered bond without coupons registered as to both principal and interest in the name of the Bank, shall be in an amount not to exceed \$1,800,000, and shall be numbered R-1. Interest shall accrue on the Bond from its dated date until paid in full at an interest rate per year equal to 3.10% (the "Interest Rate"). Subject to the last paragraph of this Section, interest on the Bond shall be payable semi-annually on each May 1 and November 1 commencing May 1, 2015. Subject to the last paragraph of this Section, principal shall be payable annually on each November 1 commencing November 1, 2015 and continuing through November 1, 2034, in such amounts as shall be determined by the Mayor or the City Manager, so long as the average weighted maturity of the Bond does not exceed twenty years. If not sooner paid, all principal of and interest on the Bond shall be due and payable on November 1, 2034.

Interest on the Bond shall be calculated on the basis of a 360-day year with twelve 30-day months. All payments made on the Bond shall be applied first to accrued interest and then to principal. If the payment date of any payment due under the Bond would fall on a day on which commercial banks are authorized or required to close in the Commonwealth, then payment need not be made on such date, but may be made on the next succeeding business day, and if made on such next succeeding business day, no additional interest shall accrue.

The Mayor and City Manager, either of whom may act, are each hereby authorized to approve (i) the final principal amount of the Bond, so long as the aggregate principal amount of the Bond is less than or equal to \$1,800,000, and (ii) the final amortization schedule for the Bond, so long as the average weighted maturity of the Bond shall not exceed twenty years, such approvals to be evidenced conclusively by the execution and delivery of the Bond. Prior to the issuance of the Bond, the City Manager, in collaboration with the City's financial advisor, may change the dated date of the Bond and the payment dates provided therein (so long as the interest payment dates are semi-annual) to facilitate the sale and delivery of the Bond.

4. **Pledge of Full Faith and Credit.** The Bond will be secured by the full faith and credit of the City. For the prompt payment of the principal of, premium, if any, and interest on the Bond as the same shall become due, the full faith and credit of the City are hereby irrevocably pledged. Pursuant to Section 15.2-2624 of the Code of Virginia of 1950, as amended, and as provided hereafter, there shall be levied and collected an annual tax upon all taxable property in the City subject to local taxation sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bond as the same shall become due, which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the City to the

extent other funds of the City are not lawfully available and appropriated for such purpose.

5. **Execution and Delivery of Bond.** The Mayor and the City Manager, either of whom may act, are each authorized and directed to execute the Bond. The City Clerk and any Deputy Clerk, any of whom may act, are authorized and directed to execute the Bond, to affix the seal of the City to the Bond, to attest the seal and then to deliver the Bond to the Bank upon payment of the purchase price of 100% of the principal amount thereof.

6. **Designation for Purchase by Financial Institutions.** The City hereby designates the Bond as a "qualified tax-exempt obligation" eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance with the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City does not reasonably anticipate that it and any "subordinate entities" have issued or will issue more than \$10,000,000 in qualified tax-exempt obligations during calendar year 2014, and the City will not designate more than \$10,000,000 of qualified tax-exempt obligations in calendar year 2014.

7. **Prepayment Provisions.** The Bond is subject to optional prepayment on any day, in whole or in part, upon payment of an amount equal to 100% of the aggregate principal amount of the Bond to be prepaid, plus accrued interest to the prepayment date.

In the case of any partial prepayment of the Bond, the Bank shall make an appropriate endorsement on the Certificate of Prepayments attached thereto of the amount and date of such prepayment. The City shall give the Bank at least ten (10) days' prior notice of any prepayment.

8. **Further Actions.** The Mayor, the City Manager, the Director of Finance and such officers, employees and agents of the City as may be designated by any of them are authorized and directed to take such further actions as they deem necessary regarding the issuance and sale of the Bond including, without limitation, the execution and delivery of closing documents and certificates including Form 8038-G and a Non-Arbitrage and Tax Certificate (the "Tax Certificate"). All such actions previously taken by the Mayor, the City Manager, the Director of Finance or such officers, employees and agents are hereby approved, ratified and confirmed.

The Council covenants on behalf of the City that (i) the proceeds from the issuance of the Bond will be invested and expended as set forth in the Tax Certificate, (ii) the City shall comply with the other covenants and representations contained in the Tax Certificate and (iii) the City shall comply with the provisions of the Code, so that interest on the Bond will remain excludable from gross income for federal income tax purposes.

9. **Registration and Transfer of Bond.** The City Manager is appointed paying agent and registrar for the Bond (the "Registrar"). The Registrar shall maintain registration books for the registration and registration of transfers of the Bond. Upon presentation and surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute and deliver in exchange,

a new Bond having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rate and registered in the name as requested by the then registered owner thereof or its duly authorized attorney or legal representative. Any such transfer or exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such transfer or exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

**10. Selection of Bond Counsel.** The Council hereby consents to Troutman Sanders LLP serving as Bond Counsel to the City in connection with the issuance of the Bond.

**11. Investment Authorization.** The Council authorizes the City Manager and the Director of Finance to utilize the State Non-Arbitrage Program of the Commonwealth ("SNAP") in connection with the investment of the proceeds of the Bond, if the City Manager or the Director of Finance determines that the utilization of SNAP is in the best interest of the City. The Council acknowledges that the Treasury Board of the Commonwealth is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the standard SNAP Contract.

**12. Use of Proceeds of Bond.** The City agrees to use the proceeds of the Bond to finance a portion of the cost of the Project and the costs of issuing the Bond, and to use the same for such purposes within three (3) years after the date of the issuance of the Bond, with any proceeds remaining after such date being used to prepay principal on such Bond and being yield-restricted to the yield on such Bond, unless the City receives an opinion of nationally recognized Bond Counsel that a different use of the remaining proceeds would not cause the interest on the Bond to be includable in the gross income for federal income tax purposes of the registered owner thereof under existing law.

**13. Arbitrage Covenants.**

(a) **No Composite Issue.** The City represents that there have not been issued, and covenants that there will not be issued, any obligations that will be treated as part of the same issue of obligations as the Bond within the meaning of the Code.

(b) **No Arbitrage Bond.** The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, or otherwise cause interest on the Bond to be includable in the gross income for federal income tax purposes of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of law which may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the City receives an opinion of nationally recognized Bond Counsel that such compliance is not required to prevent interest on the Bond from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law. The City shall pay any such required rebate from its legally available funds.

14. **Limitation on Private Use; No Federal Guaranty.** The City covenants that it shall not permit the proceeds of the Bond to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being used in a trade or business carried on by any person other than a state or local governmental unit, as provided in Section 141(b) of the Code, (b) five percent (5%) or more of such proceeds being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) five percent (5%) or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a state or local governmental unit, as provided in Section 141(c) of the Code; *provided*, that if the City receives an opinion of nationally recognized Bond Counsel that any such covenants need not be complied with to prevent the interest on the Bond from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law, the City need not comply with such covenants.

The City represents and agrees that the Bond is not and will not be “federally guaranteed,” as such term is used in Section 149(b) of the Code. No portion of the payment of principal of or interest on the Bond is or will be guaranteed, directly or indirectly, in whole or in part by the United States or an agency or instrumentality thereof.

15. **Discharge upon Payment of Bond.** If the Bond shall have become due and payable in accordance with its terms, shall have been fully refunded from the proceeds of a refunding bond issued by the City and the full amount of the principal and interest so due and payable upon the Bond then outstanding shall have been paid, then all covenants, agreements and other obligations of the City to the holders of the Bond under this Resolution shall cease, terminate and be void and the City shall be discharged from its obligations hereunder.

Notwithstanding anything to the contrary contained herein, any defeasance and discharge hereunder shall not be deemed to release the City from its obligations to pay the principal of and interest on the Bond as contemplated herein until the date the Bond is paid. In addition, such defeasance and discharge shall not terminate the obligations of the City to comply with the tax laws pertaining to the Bond until the date the Bond is paid.

16. **Limitation of Liability of Officials of the City.** No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of any officer, employee or agent of the City in his or her individual capacity, and no officer of the City executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution, provided he or she acts in good faith.

17. **Contract with Bank.** The provisions of this Resolution shall constitute a contract between the City and the Bank (or any subsequent owner) for so long as the Bond is outstanding. This Resolution may not be amended by the City in any manner without the consent of the Bank, except to cure any defect, error, omission or ambiguity herein.

18. **Financial Statements and Fees.** The City agrees that it will provide the

Bank with its Comprehensive Annual Financial Report as soon as it becomes available in each year. The City will be responsible for all fees of the City's financial advisor and for all legal fees of the City Attorney and Bond Counsel in connection with the issuance of the Bond, and the Bank will have no liability or responsibility therefor.

19. **Filing of Resolution.** The City Clerk is hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the County of Greenville.

20. **Effective Date.** This Resolution shall take effect immediately.

Adopted: November 18, 2014

Exhibit A -- Form of the Bond

R-1

\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA**

**CITY OF EMPORIA, VIRGINIA**

**GENERAL OBLIGATION BOND, SERIES 2014B**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
3.10%	November 1, 2034	November __, 2014	None

REGISTERED OWNER: CARTER BANK & TRUST

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the **CITY OF EMPORIA, VIRGINIA** (the "City"), a political subdivision of the Commonwealth of Virginia, hereby acknowledges itself indebted and promises to pay, from the sources described below, to the Registered Owner stated above, its successors or registered assigns, without offset, at Post Office Box 1776, Martinsville, Virginia 24115, or at such other place as the Registered Owner may designate that is acceptable to the City, on or before the Maturity Date stated above the principal amount stated above and to pay to the Registered Owner hereof (determined as of the date of payment of principal or interest) principal and interest hereon until payment in full at the Interest Rate per year stated above. Principal and interest shall be payable in lawful money of the United States of America.

Payments of principal on this Bond will be due and payable in annual installments on November 1 of each year, commencing November 1, 2015 through and including the Maturity Date, as shown on Exhibit A hereto. Interest shall accrue from the Dated Date, and payments of interest on this Bond will be due and payable semi-annually on May 1 and November 1 commencing May 1, 2015 through and including the Maturity Date. If not earlier paid, all principal together with all accrued interest due hereunder, shall be paid in full on the Maturity Date stated above subject to prior prepayment as hereinafter provided.

All payments made on this Bond shall be applied first to accrued interest and then to principal. Interest on this Bond shall be computed on the basis of a 360-day year with twelve 30-day months. If the date of any payment hereunder would otherwise fall on a day on which commercial banks are authorized or required to close in the Commonwealth of Virginia, then payment need not be made on such date, but may be made on the next succeeding business day, and if made on such next succeeding business day, no additional interest shall accrue.

This Bond is subject to optional prepayment on any day, in whole or in part, upon payment of an amount equal to 100% of the aggregate principal amount of this Bond to be prepaid, plus accrued interest to the prepayment date. In the case of any partial prepayment of this Bond, the Registered Owner shall make an appropriate endorsement on the Certificate of Prepayments attached hereto of the amount and date of such prepayment. The City shall give the Registered Owner at least 10 days' prior notice of any prepayment.

This Bond is executed and delivered pursuant to a Resolution of the City Council of the City (the "Council") adopted on November 18, 2014 (the "Resolution"). This Bond is being issued under the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended). The proceeds of this Bond will be used to finance (i) a new screw press and all associated equipment in the existing sludge handling building at the City's wastewater treatment plant, (ii) the removal and replacement of existing gravity sanitary sewer on West Atlantic Street in the City, including (a) the replacement of approximately 490 linear feet of 10-inch gravity sanitary sewer and 1,230 linear feet of 8-inch gravity sanitary sewer, (b) the removal and replacement of associated manholes and reconnection of existing sanitary sewer laterals to the new gravity sewer and (c) pavement restoration, and (iii) the costs of issuing this Bond. The Registered Owner shall be entitled to all benefits, and this Bond is issued subject to all terms and conditions, of the Resolution.

The full faith and credit of the City are irrevocably pledged for the payment of the principal of and the interest on this Bond. The Resolution provides, and Section 15.2-2624 of the Code of Virginia of 1950, as amended, requires, that there shall be levied and collected an annual tax upon all taxable property in the City subject to local taxation sufficient to provide for the payment of the principal of, premium, if any, and the interest on this Bond as the same shall become due, which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the City to the extent other funds of the City are not lawfully available and appropriated for such purpose.

No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of any officer, employee or agent of the City in his or her individual capacity, and no officer of the City executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance hereof.

The City has designated this Bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The City Manager shall act as Registrar (until a different Registrar is selected) and shall maintain registration books for the registration and the registration of transfer of this Bond. The transfer of this Bond may be registered only on the books kept for the registration and registration of transfer of this Bond upon surrender thereof to the Registrar at his or her address together with an assignment duly executed by the Registered Owner in person or by his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such transfer, the City shall execute and deliver, in exchange for this Bond, a new registered Bond registered in the name of the transferee. Prior to due presentment for

registration of transfer, the Registrar shall treat the Registered Owner as the person exclusively entitled to payment of principal of, premium, if any, and interest on, this Bond and to the exercise of all other rights and powers of the owner.

If this Bond has been mutilated, lost or destroyed, the City shall execute and deliver a new Bond of like date and tenor in exchange or substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; *provided*, that the City shall execute and deliver such Bond only if the holder has paid the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of a mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of a lost or destroyed Bond, the holder has furnished to the City and the Registrar (if different from the City Manager or other official of the City) (a) evidence satisfactory to them that such Bond was lost or destroyed and the holder was the owner thereof and (b) indemnity satisfactory to them.

Any failure or delay by the Registered Owner to exercise any right hereunder or under the Resolution shall not be construed as a waiver of the right to exercise the same or any other rights at any time.

The term "Registered Owner" as used herein shall include any future holder of this Bond. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Whenever possible, each provision of this Bond shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Bond shall be prohibited by or invalid under such law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Bond. This Bond shall apply to and bind the City's successors and assigns to the extent provided herein and shall inure to the benefit of the Registered Owner, its successors and assigns.

All acts and conditions required to happen, exist or be performed precedent to and in connection with the issuance of this Bond have happened, exist and have been performed, and the issue of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Charter of the City and the Constitution and statutes of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the City Council of the City of Emporia, Virginia, has caused this Bond to be issued in the name of the **CITY OF EMPORIA, VIRGINIA**, to be executed by its Mayor, its seal to be affixed to this Bond attested by its City Clerk or Deputy Clerk and this Bond to be dated the Dated Date.

**CITY OF EMPORIA, VIRGINIA**

By \_\_\_\_\_  
Mayor

[SEAL]

Attest:

\_\_\_\_\_  
City Clerk

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_  
(Please print or typewrite name, address and Social Security Number or Taxpayer Identification Number of transferee) the within Bond and all rights therein and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney-in-fact to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears in the registration books of the City.

In the presence of:

\_\_\_\_\_  
NOTICE: The registered owner's signature to this assignment must be guaranteed by an institution participating in the Securities Transfer Agent Medallion Program ("STAMP") or similar program. Please affix signature guarantee ink Stamp with appropriate signature, title of officer and date.

**CERTIFICATE OF PREPAYMENTS**

The principal amount of this Bond shall be reduced by an amount equal to the aggregate of prepayments noted on this Certificate of Prepayments. All prepayments shall be certified under this Certificate of Prepayments by an authorized representative of the Registered Owner, and such certification shall constitute a cancellation of the principal amount due on this Bond in the aggregate of the amounts certified below.

<u>Amount</u>	<u>Date</u>	<u>Authorized Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EXHIBIT A**

**Date**

**Principal Payment**  
**\$**

**CERTIFICATE**

The undersigned City Clerk of the City of Emporia, Virginia, hereby certifies that the foregoing constitutes a true, correct and complete copy of a Resolution adopted by the City Council of the City of Emporia, Virginia on November 18, 2014. I hereby further certify that the Resolution was adopted at the meeting at which it was introduced, said meeting constituted a regularly scheduled meeting and during the consideration of the foregoing Resolution a quorum was present. The vote of the members of the Council upon the foregoing Resolution was as follows:

<u>Member</u>	<u>Present/Absent</u>	<u>Vote</u>
Mary L. Person, Mayor	_____	_____
Carolyn S. Carey	_____	_____
Carol Mercer	_____	_____
James E. Ewing, III	_____	_____
F. Woodrow Harris	_____	_____
Doris T. White	_____	_____
Dale Temple	_____	_____
Deborah D. Lynch	_____	_____

**WITNESS MY HAND** and the seal of the City of Emporia, Virginia, this \_\_\_\_ day of November, 2014.

\_\_\_\_\_  
City Clerk, City of Emporia, Virginia

[SEAL]

# DAVENPORT & COMPANY

Member NYSE | FINRA | SIPC

## Summary of Bank Proposals and Analysis of Financing Options

Prepared for: City of Emporia, Virginia



November 18, 2014



- At the direction of the City, on October 6, 2014 Davenport distributed a Request for Proposals (RFP) for the issuance of a General Obligation Bond in an amount not to exceed \$1,800,000 for the Wastewater Treatment Plant Solids Handling Facilities Modifications and the West Atlantic Street Sanitary Sewer Replacement (the “2014B Bond”).
  - To the extent available, the RFP requested a fixed rate for the entire 20 year remaining life of the loan, which would mature in FY 2035.
  
- On October 24, Davenport received four proposals on behalf of the City from the following banking institutions:
  - BB&T;
  - Carter Bank and Trust;
  - PNC Capital Markets; and
  - SunTrust Bank.

# Comparison of Proposals



	<u>BB&amp;T</u>	<u>Carter Bank &amp; Trust</u>	<u>PNC Capital Markets</u>	<u>SunTrust Bank</u>
<b>Maturity Amount</b>	20 Years (11/1/2034) Up to \$1,800,000	20 Years (11/1/2034) Up to \$1,800,000	7 Years (11/26/2021) Up to \$1,800,000	20 Years (11/1/2034) \$1,800,000
<b>Tax Treatment Bank Qualification</b>	Tax-Exempt Bank Qualified	Tax-Exempt Bank Qualified	Tax-Exempt Bank Qualified	Tax-Exempt Bank Qualified
<b>Rate Basis</b>	Fixed	Fixed	Fixed	Fixed for 15 Years; Put Option
<b>Rate</b>	3.43%	3.10%	Option 1 2.10%      Option 2 1.95%	Option 1 2.83%      Option 2 2.52%
<b>Interest Payment Frequency</b>	Semi-annual	Semi-annual	Semi-annual	Semi-annual
<b>Bank/Legal Fees</b>	Paid by the City	None	Not to exceed \$2,500	\$4,300
<b>Offer Expiration</b>	12/08/14	12/01/14	11/26/14	11/25/14
<b>Early Prepayment Option</b>	Prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.	The loan is prepayable at anytime without penalty.	Option 1 The loan is prepayable in whole or in part after 11/1/2015 at par. Option 2 The loan is prepayable on any date at the following premium: Year 1: 3% Year 2: 2% Year 3: 1%	Option 1 The loan is prepayable in whole or in part at anytime without penalty. Option 2 The loan is prepayable at any time with 2 days written notice and a premium calculated based on fixed-rate interest swaps.
<b>Financial Reporting</b>	The City of Emporia will provide Carter Bank & Trust with annual audited financial statements.	The City of Emporia will provide PNC with annual audited financial statements and other information as requested within 6 months of the fiscal year end.	The City of Emporia will provide SunTrust with financial statements within 270 days after the end of each fiscal year.	The City of Emporia will provide SunTrust with financial statements within 270 days after the end of each fiscal year.
<b>Other</b>			Indicative Rate; not firm commitment	At the end of Year 15, the Bank has the right to "put" the Note back to the Borrower. Yield Maintenance - Tax rate and general yield maintenance provisions related to Federal/State tax law and other regulations.

# Key Terms: Lowest Two 20-Year Interest Rate Alternatives



## Carter Bank and Trust

- **Term of Loan:** 20 years – final maturity of FY 2035 as requested.
- **Interest Rate:** Lowest fixed rate option of 3.10% that would remain fixed to the maturity of the loan in FY 2035.
- **Prepayment Provision:** Pre-payable anytime any time without penalty.
- **Bank Costs:** No additional bank closing costs. Note: the City would still have both Bond Counsel and Financial Advisory costs with the refinancing.

## BB&T

- **Term of Loan:** 20 years – final maturity of FY 2035 as requested.
- **Interest Rate:** Fixed rate of 3.43% that would remain fixed to the maturity of the loan in FY 2035.
- **Prepayment Provision:** Pre-payable on any interest payment date with a 1% premium.
- **Bank Costs:** Legal costs of the bank to be determined. Note: the City would still have both Bond Counsel and Financial Advisory costs with the refinancing.

# Preliminary Results



- The table below shows a comparison of the two best 20-year Bank proposals as well as a potential financing through Virginia Resources Authority (VRA) assuming a 20-year transaction issued via VRA's pooled financing program.

	BB&T	Carter Bank	VRA
Interest Rate	3.43%	3.10%	3.22% <sup>(1)</sup>
Average Annual Debt Service	\$118,690	\$114,910	\$118,605
Total Debt Service	\$2,399,351	\$2,321,213	\$2,404,497

<sup>(1)</sup> True Interest Cost, includes assumed \$4.00/\$1,000 underwriter's discount estimate to sell bonds. Based on market conditions as of October 27, 2014. Preliminary, subject to change. The next available opportunity to participate in VRA's pooled financing program is Spring 2015.

# Recommendation



- Davenport respectfully recommends that the City implement the 2014B Bond with Carter Bank and Trust for the following reasons:
  - The Carter Bank and Trust proposal does not have any put conditions the interest rate risk that is imbedded in PNC's or SunTrust's proposal;
  - Lowest 20 year fixed rate that is fixed for the life of the loan (i.e. through FY 2035);
  - Straightforward proposal that can be implemented by the end of November;
  - Based on market conditions as of October 24, 2014, the Carter Bank and Trust proposal provides better overall results than a potential VRA pooled financing alternative; and
  - Implementing a direct bank loan today based on a known rate proposal also eliminates potential interest rate risk and uncertainty of financing at a later date (i.e. VRAs Spring 2015 pooled financing).

# Next Steps

---



- November 18, 2014 City Council Meeting – Formal approval of Resolution to proceed with the 2014B Bond.
- November 19-24 Davenport to finalize numbers and work with Bond Counsel to coordinate final documentation.
- By November 24 Bond Counsel to obtain final signatures for 2014B Bond.
- November 25 Closing on 2014B Bond.

# Municipal Advisor Disclaimer



The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

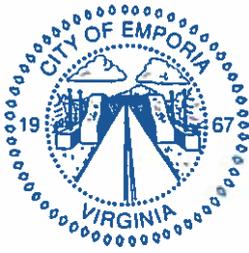
When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

This material was prepared by public finance, or other non-research personnel of Davenport. This material was not produced by a research analyst, although it may refer to a Davenport research analyst or research report. Unless otherwise indicated, these views (if any) are the author's and may differ from those of the Davenport fixed income or research department or others in the firm. Davenport may perform or seek to perform financial advisory services for the issuers of the securities and instruments mentioned herein.

This material has been prepared for information purposes only and is not a solicitation of any offer to buy or sell any security/instrument or to participate in any trading strategy. Any such offer would be made only after a prospective participant had completed its own independent investigation of the securities, instruments or transactions and received all information it required to make its own investment decision, including, where applicable, a review of any offering circular or memorandum describing such security or instrument. That information would contain material information not contained herein and to which prospective participants are referred. This material is based on public information as of the specified date, and may be stale thereafter. We have no obligation to tell you when information herein may change. We make no representation or warranty with respect to the completeness of this material. Davenport has no obligation to continue to publish information on the securities/instruments mentioned herein. Recipients are required to comply with any legal or contractual restrictions on their purchase, holding, sale, exercise of rights or performance of obligations under any securities/instruments transaction.

The securities/instruments discussed in this material may not be suitable for all investors or issuers. Recipients should seek independent financial advice prior to making any investment decision based on this material. This material does not provide individually tailored investment advice or offer tax, regulatory, accounting or legal advice. Prior to entering into any proposed transaction, recipients should determine, in consultation with their own investment, legal, tax, regulatory and accounting advisors, the economic risks and merits, as well as the legal, tax, regulatory and accounting characteristics and consequences, of the transaction. You should consider this material as only a single factor in making an investment decision.

The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport. 01.13.14 LSJRK



# CITY OF EMPORIA

## Memorandum

November 14, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** Brian S. Thrower, City Manager *BST*

**SUBJECT:** Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA)  
Guidelines – Request to Adopt

**ITEM #:** 14-76

As you are aware, renovation and reuse of the old elementary school auditorium is listed as a priority item in the strategic plan you adopted May 6, 2014. Over the last few months, staff has been working with developers who have expressed interest in submitting reuse proposals for consideration.

It is recommended that the City utilize Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA) guidelines to review and evaluate any proposals for the reuse of the building. This process enables the City avoid spending public funds unless Council determines there is a need for a proposed project.

PPEA guidelines provide a path for developers to submit a proposal, a mechanism for the City to solicit additional proposals, and a process to evaluate any such proposals. The proposed guidelines are based on the model state guidelines and have been reviewed by the City Attorney.

### Recommendation

I recommend you approve the attached resolution adopting the PPEA Guidelines.

### Attachments

Resolution  
City of Emporia PPEA Guidelines  
Model State Guidelines  
Emporia City Council Strategic Goals Adopted May 6, 2014  
State Code Section 56-575.3:1

Resolution No. \_\_\_\_\_

**Resolution**

A Resolution Adopting Public-Private Education  
Facilities and Infrastructure Act of 2002 (PPEA)  
Guidelines

**WHEREAS**, the Virginia General Assembly enacted the Public-Private Education Facilities and Infrastructure Act of 2002 (the "PPEA") to provide governmental entities such as the City of Emporia with an additional procurement tool to develop qualifying projects faster and with alternative methods of financing; and

**WHEREAS**, the PPEA provides that a public entity that wishes to consider a request for a PPEA project must first adopt procedures that are sufficient to enable the public entity to comply with the PPEA.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Emporia, Virginia, that:

1. The attached City of Emporia Guidelines regarding requests made pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002 is hereby adopted pursuant to the PPEA.
2. This resolution shall take effect immediately upon its adoption.

Adopted: November 18, 2014

City of Emporia, Virginia

By \_\_\_\_\_  
Mary L. Person  
Mayor

Attest:

Form Approved:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

---

**City of Emporia, Virginia**

**Guidelines for the Implementation of the Public-  
Private Education Facilities and Infrastructure Act of  
2002**

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

**Table of Contents**

<b>I.</b>	<b>Introduction.....</b>	<b>p. 3</b>
<b>II.</b>	<b>General Provisions.....</b>	<b>p. 4</b>
	A. Proposal Submission.....	p. 4
	B. Proposal Review Fees.....	p. 5
	C. Reservation of Rights.....	p. 6
	D. Virginia Freedom of Information Act.....	p. 7
	E. Use of Public Funds.....	p. 9
	F. Applicability of Other Laws.....	p. 9
<b>III.</b>	<b>Solicited Proposals.....</b>	<b>p. 9</b>
<b>IV.</b>	<b>Unsolicited Proposals.....</b>	<b>p. 10</b>
	A. Decision to Accept and Consider Unsolicited Proposal; Notice.....	p. 10
	B. Posting Requirements.....	p. 11
	C. Review at Conceptual Stage.....	p. 11
<b>V.</b>	<b>Proposal Preparation and Submission.....</b>	<b>p. 12</b>
	A. Format for Submissions at Conceptual Stage.....	p. 12
	B. Format for Submissions at Detailed Stage.....	p. 17
<b>VI.</b>	<b>Proposal Evaluation and Selection Criteria.....</b>	<b>p. 18</b>
	A. Qualifications and Experience.....	p. 19
	B. Project Characteristics.....	p. 20
	C. Project Financing.....	p. 20
	D. Project Benefit and Compatibility.....	p. 20
	E. Other Factors.....	p. 21
<b>VII.</b>	<b>Interim and Comprehensive Agreements.....</b>	<b>p. 22</b>
	A. Interim Agreement Terms.....	p. 22
	B. Comprehensive Agreement Terms.....	p. 22
	C. Notice and Posting Requirements.....	p. 24
<b>VIII.</b>	<b>Governing Provisions.....</b>	<b>p. 25</b>
	<b>Terms and Definitions.....</b>	<b>p. 25</b>

## **I. Introduction**

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

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

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

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

1. An education facility, including, but not limited to, a school building (including any stadium or other facility primarily used for school events), any functionally related and subordinate facility and land to a school building and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education;
2. A building or facility that meets a public purpose and is developed or operated by or for any public entity;
3. Improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity;
4. Utility and telecommunications and other communications infrastructure;
5. A recreational facility;

6. Technology infrastructure and services, including but not limited to telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services;
7. Technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas, or
8. Any improvements necessary or desirable to any unimproved locally- or state-owned real estate.

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

The Emporia City Council has adopted these guidelines to implement the PPEA in the City. The City Manager will follow these guidelines in receiving and evaluating any proposal submitted to the City under the provisions of the PPEA. The City Council must adopt any amendments to these guidelines.

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

## **II. General Provisions**

### **A. Proposal Submission**

A proposal may be either solicited by the City or delivered by a private entity on an unsolicited basis. In either case, the proposal shall be clearly identified as a "PPEA PROPOSAL." To be considered, one original and nine (9) copies of any unsolicited proposal must be submitted along with the applicable fee to the City Manager, or his designee as set forth above, by certified mail or express mail to 301 South Main Street, Emporia, Virginia 23847, or by hand delivery. Proposers may be required to follow a two-part proposal submission process consisting of an initial conceptual phase and a detailed phase, as described herein. The City may discontinue its evaluation of any proposal at any time during the conceptual or detailed phase.

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

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

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

#### **B. Proposal Review Fees**

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

1. A fee in accordance with the fee schedule below, paid with certified funds, shall accompany any initial proposal to cover the cost of determining whether it is a qualifying project with a reasonable expectation of satisfying the criteria of Va. Code § 56-575.4 (C) of the PPEA of public

need or benefit, reasonable estimated cost, and timely acquisition of the project. The fee shall be based on the total cost of the proposal.

2. If the proposal is advanced to the detailed stage of review, an additional fee in accordance with the fee schedule below shall be due. The fee, paid in certified funds, shall accompany the proposer's submission at the detailed stage.

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

### **C. Reservation of Rights**

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

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

11. Submit a proposal for review by outside consultants or advisors selected by the City without notice to the proposer. Such consultants or advisors shall be advised of, and required to maintain, the confidentiality of information that has been designated as confidential, and to refer all requests for such information to the City.

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

#### **D. Virginia Freedom of Information Act**

1. General applicability of disclosure provisions

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

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

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

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

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the City at the time the documents are submitted, designating with specificity the documents for which the protection is being sought and a clear statement of the reasons

for invoking the protection with reference to one or more of three classes of records listed in Section I.D.1.

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

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

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

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

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

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

4. The City may not withhold from public access:

- a. Procurement records other than those subject to the written determination of the City;
- b. Information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or

any agreement of any kind entered into by the City and the private entity;

- c. Information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or
- d. Information concerning the performance of any private entity developing or operating a qualifying transportation facility or a qualifying project.

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

#### **E. Use of Public Funds**

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

#### **F. Applicability of Other Laws**

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

### **III. Solicited Proposals**

The City may issue Requests for Proposals (RFPs) or Invitations for Bids (IFBs), inviting proposals from private entities to develop or operate qualifying projects. The City may use a two-part proposal process consisting of an initial conceptual phase and a detailed phase. An RFP shall invite proposers to submit proposals on individual projects identified by the City. The City will set forth in the RFP the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA. The City may establish suggested timelines for selecting proposals for the review and selection of solicited proposals.

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

#### **IV. Unsolicited Proposals**

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

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

##### **A. Decision to Accept and Consider Unsolicited Proposal; Notice**

1. Upon receipt of any unsolicited proposal or group of proposals and payment of the required fee or fees by the proposer or proposers, the City Council shall, after receiving the recommendation of the City Manager, determine whether to reject the unsolicited proposal or accept the unsolicited proposal for publication and further conceptual-stage consideration.
2. If City Council chooses to accept an unsolicited proposal for publication and conceptual-stage consideration, the City shall post a notice in a public area regularly used by the City for posting of public notices and on the City's website for a period of not less than 60 days. The City may also publish the same notice in one or more newspapers or periodicals of general circulation in the City to notify any parties that may be interested in submitting competing unsolicited proposals. Interested parties shall have adequate time as specified in the notice to submit competing unsolicited proposals. The notice shall state that the City (i) has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer based on the proposal, and (iv) will receive for simultaneous consideration any competing proposals that comply with the guidelines adopted by the City and pursuant to the PPEA. The notice also shall summarize the proposed qualifying project or projects, and identify their proposed locations. If such unsolicited proposal is accepted and is to be evaluated using "competitive negotiation" procedures as described in Section IV. C. 1, the City shall make the written determination described in Section IV. C. 1 prior to such evaluation.

To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of the City familiar with the unsolicited proposal and the guidelines established by the City shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. The

City shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, the City shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

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

**B. Posting Requirements**

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

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

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

**C. Review at Conceptual Stage**

1. When one or more proposals are received, the City will determine at this initial stage of review whether it will proceed with the evaluation of the proposals using standard procurement procedures consistent with the Virginia Public Procurement Act or procedures normally used by the City that are consistent with procurement of other than professional services through "competitive negotiation" as the term is defined in Va. Code § 2.2-4301. The City may proceed using such guidelines only if it makes a written determination that doing so is likely to be advantageous to the City and the public based upon either (i) the probable scope, complexity or priority of need; (ii) the risk sharing, including guaranteed cost or completion guarantees, added value or debt, or equity investments

proposed by the private entity; or (iii) the increase in funding, dedicated revenue or other economic benefit that would otherwise not be available. The City may reject any or all proposals.

2. After reviewing the original proposal and any competing proposals submitted during the notice period, the City may determine:
  - a. not to proceed further with any proposal;
  - b. to proceed to the detailed stage of review with the original proposal;
  - c. to proceed to the detailed stage with a competing proposal;
  - d. to proceed to the detailed stage with multiple proposals; or
  - e. to request modifications or amendments to any proposal.

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

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

## **V. Proposal Preparation and Submission**

### **A. Format for Submissions at Conceptual Stage**

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

1. **Qualifications and Experience**
  - a. Identify the legal structure or type of private entity making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor (\$1 million or more) in the structure fits into the overall team. All members of the operator/offeror's team, including major subcontractors known to the proposer, must be identified at

the time a proposal is submitted for the conceptual stage. Identified team members, including major subcontractors (over \$1 million), may not be substituted or replaced once a project is approved and comprehensive agreement entered into, without the written approval of the City. Include the status of the Virginia license of each partner, proposer, contractor, and major subcontractor.

- b. Describe the experience of the private entity making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity, including prior experience bringing similar projects to completion on budget and in compliance with design, land use, service and other standards. Describe the length of time in business, business experience, public sector experience and other engagements of the private entity. Describe the past safety performance record and current safety capabilities of the private entity. Describe the past technical performance history on recent projects of comparable size and complexity, including disclosure of any legal claims by or against the private entity. Include the identity of any private entity that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties.
- c. For each private entity or major subcontractor (\$1 million or more) that will be utilized in the project, provide a statement listing all of the private entity's prior projects and clients for the past five years and contact information for same (names/addresses/telephone numbers). If a private entity has worked on more than ten (10) projects during this period, it may limit its prior project list to ten (10), but shall first include all projects similar in scope and size to the proposed project and, second, it shall include as many of its most recent projects as possible. Each private entity or major subcontractor shall be required to submit all performance evaluation reports or other documents which are in its possession evaluating the private entity's performance during the preceding three years in terms of cost, quality, schedule maintenance, safety and other matters relevant to the successful project development, operation, and completion.
- d. Provide the names, addresses, and telephone numbers of persons within the private entity who may be contacted for further information.
- e. Provide a current or most recently audited financial statement of the private entity and each partner with an equity interest of ten percent or greater.

- f. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.
- g. Identify the proposed plan for obtaining sufficient numbers of qualified workers in all trades or crafts required for the project.
- h. For each private entity or major subcontractor that will perform construction or design activities, provide the following information:
  - (1) A sworn certification by an authorized representative of the private entity attesting to the fact that the private entity is not currently debarred or suspended by any federal, state or local government entity.
  - (2) A completed qualification statement that reviews all relevant information regarding technical qualifications and capabilities, private entity resources and business integrity of the private entity, including but not limited to, bonding capacities, insurance coverage and private entity equipment. This statement shall also include a mandatory disclosure by the private entity for the past five years of any of the following conduct:
    - (A) bankruptcy filings
    - (B) liquidated damages
    - (C) fines, assessments or penalties
    - (D) judgments or awards in contract disputes
    - (E) contract defaults, contract terminations
    - (F) license revocations, suspensions, other disciplinary actions
    - (G) prior debarments or suspensions by a governmental entity
    - (H) denials of prequalification, findings of non-responsibility
    - (I) past safety performance data, including fatality incidents, "Experience Modification Rating," "Total Recordable Injury Rate" and "Total Lost Workday Incidence Rate"
    - (J) violations of any federal, state or local criminal or civil law
    - (K) criminal indictments or investigations
    - (L) claims filed by or against the firm
- i. Worker Safety Programs: Describe worker safety training programs, job-site safety programs, accident prevention programs, and written safety and health plans, including incident investigation and reporting procedures.

## 2. Project Characteristics

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

## 3. Project Financing

- a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

- b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds, including any anticipated debt service costs. The operational plan shall include appropriate staffing levels and associated costs. Include any supporting due diligence studies, analyses or reports.
- c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed, as well as any assumptions with regard to increases in such fees.
- d. Identify the proposed risk factors and methods for dealing with these factors.
- e. Identify any local, state or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going. Such disclosure should include any direct or indirect guarantees or pledges of the City's credit or revenue.
- f. Identify the amounts and the terms and conditions for any revenue sources.
- g. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

#### 4. Project Benefit and Compatibility

- a. Identify community benefits, including the economic impact the project will have on the Commonwealth and the City in terms of amount of tax revenue to be generated for the Commonwealth and the City, the number of jobs generated for Virginia residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs generated by the project, and the number and value of subcontracts generated for Virginia subcontractors.
- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
- c. Explain the strategy and plan that will be carried out to involve and inform the general public, business community, local governments,

and governmental agencies in areas affected by the project.

- d. Describe the compatibility of the project with local, regional, and state economic development efforts.
- e. Describe the compatibility with the City's comprehensive plan, infrastructure development plans, and capital improvements plan.

**B. Format for Submissions at Detailed Stage**

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

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project.
2. Conceptual site plan indicating proposed location and configuration of the project on the proposed site.
3. Conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the proposed project.
4. Detailed description of the proposed participation of, use by, and financial involvement of the City.
5. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.
6. A list of public facilities or other public improvements that will be required by the City to complete the project.
7. A statement and strategy setting out the plans for securing all necessary property interests required for the project. The statement must include the names and addresses, if known, of the current owners of the subject property interests, as well as a list of any property the proposer intends to request the City to condemn.
8. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties.
9. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses.

10. A detailed discussion of assumptions about user fees or rates and usage of the project.
11. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolutions of official bodies, minutes of meetings, letters, or other official communications.
12. Demonstration of consistency with appropriate City comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.
13. Explanation of how the proposed project would affect the City's development plans.
14. Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to, schedule, cash management, quality, worker safety, change orders, and legal compliance.
15. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In addition, identification of any known conflicts of interest or other disabilities that may impact consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Chapter 31 (Va. Code § 2.2-3100 et seq.) of Title 2.2 of the Code of Virginia.
16. Additional material and information as the City may request.

## **VI. Proposal Evaluation and Selection Criteria**

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

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

**A. Qualifications and Experience**

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

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

**B. Project Characteristics**

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

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

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

### **C. Project Financing**

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

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

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

### **D. Project Benefit and Compatibility**

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

1. Community benefits, including the economic impact the project will have on the City in terms of amount of tax revenue generated for the City, the number of jobs generated for area residents and the level of pay and

fringe benefits of such jobs, and the number and value of subcontracts generated for area subcontractors;

2. Community support or opposition, or both;
3. Public involvement strategy;
4. Compatibility with existing and planned facilities;
5. Compatibility with City, regional, and state economic development efforts; and
6. Compatibility with the City's land use and transportation plans.

#### **E. Other Factors**

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

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

#### **VII. Interim and Comprehensive Agreements**

Prior to developing or operating the qualifying project, the selected private entity shall enter into a comprehensive agreement with the City. Prior to entering a comprehensive agreement, an interim agreement may be entered into that

permits a private entity to perform compensable activities related to the project. Any interim or comprehensive agreement shall define the rights and obligations of the City and the selected proposer with regard to the project.

**A. Interim Agreement Terms**

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

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

**B. Comprehensive Agreement Terms**

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

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with the development or operation of the qualifying project;
2. The review of plans and specifications for the qualifying project by the City;
3. The rights of the City to inspect the qualifying project to ensure compliance with the comprehensive agreement;
4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;

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

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

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

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

**C. Notice and Public Hearing Requirements**

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

the financial interest or bargaining position of the City or private entity in accordance with Section II.D.3.

- b. Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (Va. Code § 59.1-336 et seq.); (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure or otherwise; or (iii) cost estimates prepared by or for the City.

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

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

#### **VIII. Governing Provisions**

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

#### **IX. Terms and Definitions**

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

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

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

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

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

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

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

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

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

**“Operate”** means to finance, maintain, improve, equip, modify, repair, or operate.

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

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

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

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

services to schools, businesses, or residential areas; or (viii) any improvements necessary or desirable to any unimproved locally- or state-owned real estate.

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

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

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

**“Service payments”** means payments to the private entity of a qualifying project pursuant to a service contract.

**“State”** means the Commonwealth of Virginia

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**Public-Private Education Facilities and Infrastructure  
Act of 2002**

**Model Guidelines**

**REVISED  
October 2009**



63		
64	<b>V.</b>	<b>Proposal Evaluation and Selection Criteria ..... p. 18</b>
65		A. Qualifications and Experience ..... p. 18
66		B. Project Characteristics ..... p. 19
67		C. Project Financing ..... p. 19
68		D. Public Benefit and Compatibility..... p. 20
69		E. Other Factors..... p. 20
70		<b>Best Practices Commentary- Points of contact for PPEA projects.....p. 21</b>
71		
72	<b>VI.</b>	<b>Additional Review Procedures..... p. 21</b>
73		A. Public Private Partnership Oversight Advisory Committee ..... p. 21
74		B. Appropriating Body..... p. 21
75		
76	<b>VII.</b>	<b>Interim and Comprehensive Agreements..... p. 22</b>
77		A. Interim Agreement Terms..... p. 22
78		<b>Best Practices Commentary- Points of contact for PPEA projects.....p. 22</b>
79		B. Comprehensive Agreement Terms ..... p. 23
80		C. Notice and Posting Requirements ..... p. 23
81		
82	<b>VIII</b>	<b>Governing Provisions ..... p. 25</b>
83		
84		<b>Terms and Definitions ..... p. 26</b>
85		

4  
5 **Introduction**

6  
7 **Overview**

8  
9 The Public-Private Education Facilities and Infrastructure Act of 2002 (the  
10 "PPEA") grants responsible public entities the authority to create public-private  
11 partnerships for the development of a wide range of projects for public use if the public  
12 entities determine there is a need for the project and that private involvement may  
13 provide the project to the public in a timely or cost-effective fashion. The PPEA defines  
14 "responsible public entity" (RPE) to include any public entity that "has the power to  
15 develop or operate the applicable qualifying project." Individually negotiated interim or  
16 comprehensive agreements between a private entity and an RPE will define the respective  
17 rights and obligations of the RPE and the private entity.  
18

19 In order for a project to come under the PPEA, it must meet the definition of a  
20 "qualifying project." The PPEA contains a broad definition of qualifying project that  
21 includes public buildings and facilities of all types; for example:  
22

- 23 (i) An education facility, including but not limited to a school building  
24 (including any stadium or other facility primarily used for school events),  
25 any functionally related and subordinate facility and land to a school  
26 building and any depreciable property provided for use in a school facility  
27 that is operated as part of the public school system or as an institution of  
28 higher education;  
29
- 30 (ii) A building or facility that meets a public purpose and is developed or  
31 operated by or for any public entity;  
32
- 33 (iii) Improvements, together with equipment, necessary to enhance public  
34 safety and security of buildings to be principally used by a public entity;  
35
- 36 (iv) Utility and telecommunications and other communications infrastructure;  
37
- 38 (v) A recreational facility;  
39
- 40 (vi) Technology infrastructure and services, including but not limited to  
41 telecommunications, automated data processing, word processing and  
42 management information systems, and related information, equipment,  
43 goods and services;  
44
- 45 (vii) Technology, equipment, or infrastructure designed to deploy wireless  
46 broadband services to schools, businesses, or residential areas;  
47
- 48 (viii) Services designed to increase the productivity or efficiency through the  
49 use of technology or other means;

- 4 (ix) Any improvements necessary or desirable to any unimproved locally- or  
5 state-owned real estate; or  
6  
7 (x) A solid waste management facility that produces electric energy from  
8 solid waste.  
9

10 The PPEA establishes requirements that the RPE must adhere to when reviewing  
11 and approving proposals received pursuant to the PPEA. In addition, the PPEA specifies  
12 the criteria that must be used to select a proposal and the contents of the interim or  
13 comprehensive agreement detailing the relationship between the RPE and the private  
14 entity.  
15

16 In passing the legislation, the General Assembly directed the Governor and the  
17 chairs of the House and Senate Committees on General Laws to facilitate the  
18 development of model guidelines to assist in the implementation of the PPEA. The  
19 Committee Chairs jointly established a working group consisting of members from state  
20 and local government, private entities, and other interested parties. That working group  
21 developed Model Guidelines, which became available on September 30, 2002.  
22 Subsequent amendments to the Act in 2005, 2006, and 2007, also directed the chairs of  
23 the House Committee on General Laws and Senate Committees on General Laws and  
24 Technology to reconvene the working group to revise the Model Guidelines to  
25 incorporate substantive changes.  
26

27 Senate Bill 1153, passed during the 2009 legislative session, provides for the  
28 review of the Model Guidelines by the working group on an annual basis and make  
29 revisions as needed. In addition, the legislation charged the working group to develop  
30 best practices recommendations for use by RPEs. Best practices recommendations are  
31 indicated throughout the Model Guidelines in shaded italics.  
32

### 33 **Guidelines for the review and approval of proposals and projects**

34

35 Responsible public entities are required to adopt and make publicly available  
36 guidelines that are sufficient to enable the public entity to comply with the requirements  
37 of the PPEA. The guidelines should be reasonable and structured to encourage  
38 competition. In addition, to facilitate communication, the RPE should designate an  
39 individual to serve as the point of contact for receiving proposals submitted under the  
40 PPEA and responding to inquiries regarding the PPEA or the guidelines.  
41

42 Guidelines adopted by all RPEs are required to include provisions that require the  
43 posting and publishing of public notice of a private entity's request for approval of a  
44 qualifying project, including (i) specific information and documentation to be released  
45 regarding the nature, timing, and scope of the qualifying project pursuant to subsection A  
46 of § 56-575.4; (ii) a reasonable time period of at least 45 days during which the RPE shall  
47 receive competing proposals pursuant to subsection A of § 56-575.4. Such time period  
48 shall also be determined by the RPE to encourage competition and public-private  
49 partnerships in accordance with the goals of the PPEA; and (iii) a requirement for

4 advertising the public notice in the Virginia Business Opportunities publication and  
5 posting a notice on the Commonwealth's electronic procurement website.

6  
7 RPEs that are agencies or institutions of the Commonwealth are required to  
8 include the following provisions in their guidelines:

9  
10 1. Opportunities for competition through public notice and availability of representatives  
11 of the RPE to meet with private entities considering a proposal;

12  
13 2. Reasonable criteria for choosing among competing proposals;

14  
15 3. Suggested timelines for selecting proposals and negotiating an interim or  
16 comprehensive agreement;

17  
18 4. Authorization for accelerated selection and review and documentation timelines for  
19 proposals involving a qualifying project that the RPE deems a priority;

20  
21 5. Financial review and analysis procedures that shall include, at a minimum, a cost-  
22 benefit analysis, an assessment of opportunity cost, and consideration of the results of all  
23 studies and analyses related to the proposed qualifying project. These procedures shall  
24 also include requirements for the disclosure of such analysis to the appropriating body for  
25 review prior to execution of an interim or comprehensive agreement;

26  
27 6. Consideration of the nonfinancial benefits of a proposed qualifying project;

28  
29 7. A mechanism for the appropriating body to review a proposed interim or  
30 comprehensive agreement prior to execution;

31  
32 8. Criteria for triggering the establishment of an advisory committee consisting of  
33 representatives of the RPE and the appropriating body to review the terms of the  
34 proposed interim or comprehensive agreement. Suggested criteria include the scope,  
35 costs, and duration of the qualifying project, as well as whether the project involves or  
36 impacts multiple RPEs;

37  
38 9. Analysis of the adequacy of the information released when seeking competing  
39 proposals and providing for the enhancement of that information, if deemed necessary, to  
40 encourage competition; and

41  
42 10. Establishment of criteria, key decision points, and approvals required to ensure that  
43 the RPE considers the extent of competition before selecting proposals and negotiating an  
44 interim or comprehensive agreement.

45  
46 | Guidelines of local RPEs must include a requirement that such RPEs engage the  
47 services of qualified professionals, which may include an architect, professional engineer,  
48 or certified public accountant, not otherwise employed by the public entity, to provide  
49 independent analysis regarding the specifics, advantages, disadvantages, and the long-

4 and short-term costs of any request by a private entity for approval of a qualifying project  
5 unless the governing body of the RPE determines that such analysis of a request by a  
6 private entity for approval of a qualifying project shall be performed by employees of the  
7 RPE.

8  
9 Because the PPEA is intended to encourage innovative partnerships between  
10 RPEs and private entities, RPEs are encouraged to maintain an open dialogue with  
11 private entities to discuss the need for infrastructure improvements.

### 12 ***Best Practice Commentary***

#### 13 ***General comments on PPEA Guidelines***

14  
15 *Since the PPEA statute became effective in 2002, several amendments have been made by*  
16 *the General Assembly. Many of these amendments made significant changes to key*  
17 *provisions of the Act. Compliance by the RPE with all applicable provision of the PPEA*  
18 *is mandatory. It is important for the RPE to make sure that its PPEA guidelines are*  
19 *consistent with the requirements of the PPEA statute. The RPE should perform annual*  
20 *compliance reviews of its PPEA guidelines and periodically engage in a more*  
21 *comprehensive review of the guidelines and its overall PPEA process.*

22  
23 *In addition, whenever the RPE revises its guidelines, there should be clear indication*  
24 *throughout the document when the revision occurred. This will assist the reader in*  
25 *determining which version is being used.*

26  
27 *The PPEA Working Group has established a website to provide to serve as a resource to*  
28 *RPEs, private entities and others interested in the PPEA. The website includes previous*  
29 *reports of the working group, a PPEA Checklist and other documents, and hot links to*  
30 *other relevant websites. The website address is: <http://dls.state.va.us/ppea.htm>.*

#### 31 ***Mandatory Source Provisions for state RPEs***

32  
33  
34 *When considering PPEA proposals, RPEs that are state agencies or institutions should*  
35 *ensure compliance with applicable mandatory source requirements for certain*  
36 *purchases. This may become more relevant as more PPEA proposals are submitted for*  
37 *services only. For state agencies, an important mandatory source is Virginia*  
38 *Correctional Enterprises (VCE). Section 53.1-47 of the Code of Virginia provides that*  
39 *goods and services produced or manufactured by state correctional facilities must be*  
40 *purchased by all departments, institutions, and agencies of the Commonwealth, which*  
41 *are supported in whole or in part with state funds. In addition, VCE products may also be*  
42 *purchased by any county, district of any county, city or town. Products include, but are*  
43 *not limited to, wood and metal case goods, seating, office systems, shoes, clothing,*  
44 *embroidery services, silk screening services or products, vinyl binders, pad holders,*  
45 *signs, microfilming and data storage, optical products, laundry services, wooden pallets,*  
46 *warehousing, license tags, janitorial products, and VCE Digital Works.*

4 *In 2008 the Attorney General opined that the PPEA is not exempt from the mandatory*  
5 *language of § 53.1-47. (See 2008 Va. AG LEXIS 6) It should be noted that the same*  
6 *opinion also determined that the mandatory source provision was not applicable to all*  
7 *procurements contemplated under the PPEA.*

8  
9 *Other mandatory sources predominantly involve goods and not services. Therefore, the*  
10 *provisions may not apply to the typical PPEA project. Those sources include the*  
11 *following:*

12  
13 *Virginia Industries for the Blind (VIB) - VIB is the mandatory source for writing*  
14 *instruments, pillows, mattresses, gloves (exam, latex, vinyl, nitrile, high risk EMS), mop*  
15 *heads and handles, spices, tea, contract office services (not including temporary*  
16 *employment services) and mailing services.*

17  
18 *Virginia Information Technologies Agency (VITA) - VITA is the mandatory source for the*  
19 *purchase of technology-related equipment such as computers, printers, servers,*  
20 *hardware, software, and peripherals for all state agencies, except public institutions of*  
21 *higher education.*

### 22 23 **Statement of Purpose**

24  
25 The following model guidelines have been developed to assist RPEs in adopting  
26 guidelines to guide the implementation of the PPEA. The guidelines are intended to  
27 serve as a general guide for the implementation of the PPEA. The RPE is not required to  
28 adopt the entire text of the model guidelines. Each RPE has the flexibility to add or  
29 delete provisions included in the model guidelines and to include provisions not  
30 contained in the model guidelines so long as the resulting guidelines comply with the  
31 PPEA. The complete text of the PPEA has been included in the Appendix to these model  
32 guidelines. Although guidance with regard to the application of the PPEA is provided  
33 herein, it will be incumbent upon all entities, both public and private, to comply with the  
34 provisions of the PPEA.

35  
36 In the event that the PPEA is amended in a manner that either conflicts with  
37 guidelines developed by the RPE or concerns material matters not addressed by such  
38 guidelines, the RPE should appropriately amend the guidelines. If the guidelines are not  
39 amended prior to the effective date of the new law, the guidelines nonetheless shall be  
40 interpreted in a manner to conform to the new law.

4 **I. General Provisions**

5  
6 **A. Proposal Submission**

7  
8 A proposal may be either solicited by the RPE or delivered by a private entity on  
9 an unsolicited basis. Proposers may be required to follow a two-part proposal submission  
10 process consisting of an initial conceptual phase and a detailed phase. The initial phase  
11 of the proposal should contain specified information on proposer qualifications and  
12 experience, project characteristics, project financing, anticipated public support or  
13 opposition, or both, and project benefit and compatibility. The detailed proposal should  
14 contain specified deliverables.

15  
16 The PPEA allows private entities to include innovative financing methods,  
17 including the imposition of user fees or service payments, in a proposal. Such financing  
18 arrangements may include the issuance of debt instruments, equity or other securities or  
19 obligations, including, if applicable, the portion of the tax-exempt private activity bond  
20 limitation amount to be allocated annually to the Commonwealth of Virginia pursuant to  
21 the Economic Growth and Tax Relief Reconciliation Act of 2001 for the development of  
22 education facilities using public-private partnerships, and to provide for carryovers of any  
23 unused limitation amount. The PPEA is a flexible development tool that allows the use of  
24 innovative financing techniques. Depending on the RPE's authority and the  
25 circumstances of each transaction, financing options might include the use of special  
26 purpose entities, sale and lease back transactions, enhanced use leasing, property  
27 exchanges, development agreements, conduit financing and other methods allowed by  
28 law.

29  
30 Proposals should be prepared simply and economically, providing a concise  
31 description of the proposer's capabilities to complete the proposed qualifying project and  
32 the benefits to be derived from the project by the RPE. Project benefits to be considered  
33 are those occurring during the construction, renovation, expansion or improvement phase  
34 and during the life cycle of the project. Proposals also should include a scope of work  
35 and a financial plan for the project, containing enough detail to allow an analysis by the  
36 RPE of the financial feasibility of the proposed project. The cost analysis of a proposal  
37 should not be linked solely to the financing plan, as the RPE may determine to finance  
38 the project through other available means.

39  
40 The RPE should establish clearly delineated criteria for (i) selecting among  
41 competing proposals and (ii) the use of accelerated documentation, review, and selection  
42 processes for proposals involving a qualifying project that the RPE deems a priority. In  
43 addition, to facilitate the flow of critical information, the RPE may establish criteria by  
44 which the proposer may provide clarification to a submitted proposal.

45  
46 **B. Affected Jurisdictions**

47  
48 Any private entity requesting approval from or submitting a conceptual or  
49 detailed proposal to the RPE must provide each affected jurisdiction with a copy of the

4 private entity's request or proposal by certified mail, express delivery, or hand delivery.  
5 Affected jurisdictions that are not RPEs under the proposed qualifying project shall have  
6 60 days from the receipt of the request or proposal to submit written comments to the  
7 RPE and to indicate whether the proposed qualifying project is compatible with the (i)  
8 local comprehensive plan, (ii) local infrastructure development plans, or (iii) capital  
9 improvements budget or other government spending plan. Comments received within the  
10 60-day period shall be given consideration by the RPE, and no negative inference shall be  
11 drawn from the absence of comment by an affected jurisdiction.  
12

### 13 **C. Proposal Review Fee**

14  
15 The RPE shall receive an analysis of the proposal from appropriate internal staff  
16 or outside advisors or consultants with relevant experience in determining whether to  
17 enter into an agreement with the private entity. The RPE may charge a fee to the private  
18 entity to cover the costs of processing, reviewing, and evaluating any unsolicited proposal  
19 or competing unsolicited proposal submitted under the PPEA, including a fee to cover the  
20 costs of outside attorneys, consultants, and financial advisors. Any fee charged for such  
21 review of a proposal should be reasonable in comparison to the level of expertise required  
22 to review the proposal and should not be greater than the direct costs associated with  
23 evaluating the proposed qualifying project. "Direct costs" may include (i) the cost of  
24 staff time required to process, evaluate, review and respond to the proposal and (ii) the  
25 out-of-pocket costs of attorneys, consultants, and financial advisors.  
26

27 The proposal fee may cover all or part of the initial review process. For example,  
28 the RPE may require a proposal fee in an amount sufficient to cover all anticipated direct  
29 costs associated with evaluating the proposal, or the RPE may require a smaller initial  
30 processing fee with an additional proposal fee to be charged should the project proceed  
31 beyond the initial review.  
32

33 The RPE may establish a fee schedule for the cost of the proposal review. The  
34 RPE shall set forth in the procedures it has established for the implementation of the  
35 PPEA the methodology used to calculate proposal fees. If the cost of reviewing the  
36 proposal exceeds the initially established proposal fee, the RPE may assess the proposer  
37 the additional costs deemed necessary to evaluate the proposal.  
38

39 For rejected proposals, the RPE may establish a schedule for refunding any  
40 portion of fees paid in excess of its direct costs associated with evaluating the proposal. If  
41 the cost of reviewing the proposal is less than the initially established proposal fee, the  
42 RPE may refund to the proposer the excess fee. As noted in Section IV.A. 1 below, fees  
43 should be refunded entirely if the RPE decides not to proceed to publication and  
44 conceptual-phase review of an unsolicited proposal.

4  
5 **Best Practice Commentary**  
6

7 **Determining appropriate proposal review fees.**  
8

9 *The proposal review fee charged by an RPE is required to be reasonable; the fee*  
10 *should not exceed the actual cost incurred by the RPE to conduct the necessary review of*  
11 *the project. The RPE should periodically perform a general cost analysis to assist in*  
12 *determining actual costs to ensure that the costs are as accurately as possible. While it is*  
13 *true that the specific costs to review individual PPEA proposals may vary, using a set fee*  
14 *or a sliding scale of fees based on the projected size of the project should nonetheless be*  
15 *based on actual costs.*  
16

17 *In addition, any proposal review fee or charge, as well as the general breakdown*  
18 *of how the fee is calculated if a sliding scale is used, should be clearly documented so*  
19 *that the private entity may be fully aware of such costs. Where possible, proposal review*  
20 *charges or rates should be included in the RPE's PPEA guidelines to ensure that a*  
21 *private entity contemplating an unsolicited proposal is aware of the fees associated with*  
22 *the review.*  
23

24 **D. Freedom of Information Act**  
25

26 **1. General applicability of disclosure provisions.**  
27

28 Proposal documents submitted by private entities are generally subject to the  
29 Virginia Freedom of Information Act ("FOIA") except that subdivision 11 of § 2.2-  
30 3705.6 exempts certain documents from public disclosure. FOIA exemptions, however,  
31 are discretionary, and the RPE may elect to release some or all of documents except to  
32 the extent the documents are:  
33

34 a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act  
35 (§ 59.1-336 et seq.);  
36

37 b. Financial records of the private entity that are not generally available to the  
38 public through regulatory disclosure or otherwise, including but not limited to, balance  
39 sheets and financial statements; or  
40

41 c. Other information submitted by a private entity, where if the record or  
42 document were made public prior to the execution of an interim or comprehensive  
43 agreement the financial interest or bargaining position of the public or private entity  
44 would be adversely affected.  
45

46 Additionally, to the extent access to proposal documents submitted by private  
47 entities are compelled or protected from disclosure by a court order, the RPE must  
48 comply with the provisions of such order.  
49

4 An RPE may contact the Freedom of Information Act Council (FOIAC) regarding  
5 the applicability of the access provisions of FOIA:

6  
7  
8 **General Assembly Building, 2<sup>nd</sup> Floor Telephone: 804/225-3056**  
9 **910 Capitol Street Richmond, VA 23219 Toll-Free: 1-866-448-4100**  
10 **E-mail: [foiacouncil@leg.state.va.us](mailto:foiacouncil@leg.state.va.us) Fax: 804/371-8705**

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

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

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

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

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

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

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

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

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

6  
7 **4. The RPE may not withhold from public access:**

8  
9 (a) procurement records other than those subject to the written determination of  
10 the RPE;

11  
12 (b) information concerning the terms and conditions of any interim or  
13 comprehensive agreement, service contract, lease, partnership, or any agreement of any  
14 kind entered into by the RPE and the private entity;

15  
16 (c) information concerning the terms and conditions of any financing arrangement  
17 that involves the use of any public funds; or

18  
19 (d) information concerning the performance of any private entity developing or  
20 operating a qualifying transportation facility or a qualifying project.

21  
22 However, to the extent that access to any procurement record or other document  
23 or information is compelled or protected by a court order, then the RPE must comply  
24 with such order.

25  
26 **E. Use of Public Funds**

27  
28 Virginia constitutional and statutory requirements as they apply to appropriation  
29 and expenditure of public funds apply to any interim or comprehensive agreement  
30 entered into under the PPEA. Accordingly, the processes and procedural requirements  
31 associated with the expenditure or obligation of public funds shall be incorporated into  
32 planning for any PPEA project or projects.

33  
34 **F. Applicability of Other Laws**

35  
36 Nothing in the PPEA shall affect the duty of the RPE to comply with all other  
37 applicable law not in conflict with the PPEA. The applicability of the Virginia Public  
38 Procurement Act (the "VPPA") is as set forth in the PPEA.

39  
40 **II. Solicited Proposals**

41  
42 The RPE may issue Requests for Proposals (RFPs) or Invitations for Bids (IFBs),  
43 inviting proposals from private entities to develop or operate qualifying projects. An RPE  
44 may not issue a RFP until it has adopted guidelines to govern the PPEA documentation,  
45 review, and selection process. The RPE may use a two-part proposal process consisting  
46 of an initial conceptual phase and a detailed phase. An RFP may invite proposers to  
47 submit proposals on individual projects identified by the RPE. In such a case the RPE  
48 should set forth in the RFP the format and supporting information that is required to be  
49 submitted, consistent with the provisions of the PPEA. The RPE may establish suggested  
50 timelines for selecting proposals for the review and selection of solicited proposals.

4  
5 The RFP should specify, but not necessarily be limited to, information and  
6 documents that must accompany each proposal and the factors that will be used in  
7 evaluating the submitted proposals. The RFP should be posted in such public areas as are  
8 normally used for posting of the RPE's notices, including the RPE's website. Notices  
9 should also be published in a newspaper or other publications of general circulation and  
10 advertised in *Virginia Business Opportunities* and posted on the Commonwealth's  
11 electronic procurement site. In addition, solicited proposals should be posted pursuant to  
12 Section III.B. The RFP should also contain or incorporate by reference other applicable  
13 terms and conditions, including any unique capabilities or qualifications that will be  
14 required of the private entities submitting proposals. Pre-proposal conferences may be  
15 held as deemed appropriate by the RPE.

### 16 17 **III. Unsolicited Proposals**

18  
19 The PPEA permits public entities to receive, evaluate and select for negotiations  
20 unsolicited proposals from private entities to develop or operate a qualifying project.

21  
22 The RPE may publicize its needs and may encourage interested parties to submit  
23 unsolicited proposals subject to the terms and conditions of the PPEA. When such  
24 proposals are received without issuance of an RFP, the proposal shall be treated as an  
25 unsolicited proposal. The RPE may establish suggested timelines for selecting proposals  
26 for the review and selection of unsolicited proposals.

#### 27 28 **A. Decision to Accept and Consider Unsolicited Proposal; Notice**

29  
30 1. Upon receipt of any unsolicited proposal or group of proposals and payment of  
31 any required fee by the proposer or proposers, the RPE should determine whether to  
32 accept the unsolicited proposal for the purpose of publication and conceptual-phase  
33 consideration. If the RPE determines not to accept the proposal and proceed to  
34 publication and conceptual-phase consideration, it should return the proposal, together  
35 with all fees and accompanying documentation, to the proposer.

36  
37 2. If the RPE chooses to accept an unsolicited proposal for publication and  
38 conceptual-phase consideration, it shall post a notice in a public area regularly used by  
39 the RPE for posting of public notices for a period of not less than 45 days. The RPE shall  
40 also publish the same notice for a period of not less than 45 days in one or more  
41 newspapers or periodicals of general circulation in the jurisdiction to notify any parties  
42 that may be interested in submitting competing unsolicited proposals. In addition, the  
43 notice should be advertised in *Virginia Business Opportunities* and on the  
44 Commonwealth's electronic procurement website. The notice shall state that the RPE (i)  
45 has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the  
46 proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer  
47 based on the proposal, and (iv) will receive for simultaneous consideration any  
48 competing proposals that comply with the procedures adopted by the RPE and the PPEA.

4 The notice also shall summarize the proposed qualifying project or projects, and identify  
5 their proposed locations.

6  
7 To ensure that sufficient information is available upon which to base the  
8 development of a serious competing proposal, representatives of the RPE familiar with  
9 the unsolicited proposal and the guidelines established by the RPE shall be made  
10 available to respond to inquiries and meet with private entities that are considering the  
11 submission of a competing proposal. The RPE shall conduct an analysis of the  
12 information pertaining to the proposal included in the notice to ensure that such  
13 information sufficiently encourages competing proposals. Further, the RPE shall establish  
14 criteria, including key decision points and approvals to ensure proper consideration of the  
15 extent of competition from available private entities prior to selection.

## 16 **B. Posting Requirements**

17  
18  
19 1. Conceptual proposals, whether solicited or unsolicited, shall be posted by the  
20 RPE within 10 working days after acceptance of such proposals in the following manner:

21  
22 a. For RPEs that are state agencies, departments, and institutions, posting shall be  
23 on the Department of General Service's web-based electronic procurement program  
24 commonly known as "eVA" ; and

25  
26 b. For RPEs that are local public bodies, posting shall be on the RPEs website or  
27 by publication, in a newspaper of general circulation in the area in which the contract is  
28 to be performed, of a summary of the proposals and the location where copies of the  
29 proposals are available for public inspection. Posting may also be on the Department of  
30 General Service's web-based electronic procurement program commonly known as  
31 "eVA," in the discretion of the local RPE.

32  
33 2. Nothing shall be construed to prohibit the posting of the conceptual proposals  
34 by additional means deemed appropriate by the RPE so as to provide maximum notice to  
35 the public of the opportunity to inspect the proposals.

36  
37 3. In addition to the posting requirements, at least one copy of the proposals shall  
38 be made available for public inspection. Trade secrets, financial records, or other records  
39 of the private entity excluded from disclosure under the provisions of subdivision 11 of §  
40 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the RPE  
41 and the private entity. Any inspection of procurement transaction records shall be subject  
42 to reasonable restrictions to ensure the security and integrity of the records.

### 43 **Best Practice Commentary**

#### 44 **Publicizing solicitations and proposals.**

45  
46  
47  
48 *At this stage in the process, in particular if an unsolicited proposal is involved, it is*  
49 *generally advantageous to the RPE to have as much competition as possible. The PPEA*

4 *includes a minimum time period for publicizing proposals that have been received,*  
5 *although the RPE may publicize the proposals for longer periods of time, if it deems it*  
6 *appropriate.*

7  
8 *One tool that may be used by the RPE to publicize a PPEA proposal or solicitation is the*  
9 *web-based purchasing system used by Virginia government--eVA. This system is used by*  
10 *all state agencies, colleges, universities and many local governments to announce bid*  
11 *opportunities, invite bidders, receive quotes, and place orders for goods and services.*  
12 *There is no cost for vendors to register on the system. PPEA solicitations may be posted*  
13 *on eVA and there is no charge as long as the resulting purchase order from the*  
14 *solicitation posted is not processed through eVA. Posting the solicitation or proposal on*  
15 *eVA will provide statewide exposure and may serve to increase the number and diversity*  
16 *of possible proposers. For information and procedures for processing a PPEA*  
17 *solicitation or proposal posting on eVA contact eVA Customer Care (866)289-7367/371-*  
18 *2525 or [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov).*

19  
20 **C. Initial Review by the Responsible Public Entity at the Conceptual Stage**

21  
22 1. Only proposals complying with the requirements of the PPEA that contain  
23 sufficient information for a meaningful evaluation and that are provided in an appropriate  
24 format should be considered by the RPE for further review at the conceptual stage.  
25 Formatting suggestions for proposals at the conceptual stage are found in Section I. V. A.

26  
27 2. The RPE should determine at this initial stage of review whether it will  
28 proceed using:

- 29  
30 a. Standard procurement procedures consistent with the VPPA; or  
31  
32 b. Guidelines developed by the RPE that are consistent with procurement of  
33 other than professional services through "competitive negotiation" as the  
34 term is defined in § 2.2-4301 of the Code of Virginia. The RPE may  
35 proceed using such guidelines only if it makes a written determination that  
36 doing so is likely to be advantageous to the RPE and the public based  
37 upon either (i) the probable scope, complexity or priority of need; (ii) the  
38 risk sharing including guaranteed cost or completion guarantees, added  
39 value or debt, or equity investments proposed by the private entity; or (iii)  
40 the increase in funding, dedicated revenue or other economic benefit that  
41 would otherwise not be available.

42  
43 3. After reviewing the original proposal and any competing proposals submitted  
44 during the notice period, the RPE may determine:

- 45  
46 (i) not to proceed further with any proposal;  
47  
48 (ii) to proceed to the detailed phase of review with the original proposal;  
49

- 4 (iii) to proceed to the detailed phase with a competing proposal;
- 5
- 6 (iv) to proceed to the detailed phase with multiple proposals; or
- 7
- 8 (v) to request modifications or amendments to any proposals.
- 9

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

14  
15 4. Discussions between RPEs and private entities about the need for  
16 infrastructure improvements shall not limit the ability of a RPE to later determine to use  
17 standard procurement procedures to meet its infrastructure needs. The RPE retains the  
18 right to reject any proposal at any time prior to the execution of an interim or  
19 comprehensive agreement.

#### 20 21 **IV. Proposal Preparation and Submission**

##### 22 23 **A. Format for Submissions at Conceptual Stage**

24  
25 A RPE may require that proposals at the conceptual stage contain information in  
26 the following areas: (i) qualifications and experience, (ii) project characteristics, (iii)  
27 project financing, (iv) anticipated public support or opposition, or both, (v) project  
28 benefit and compatibility and (vi) any additional information as the RPE may reasonably  
29 request to comply with the requirements of the PPEA. Suggestions for formatting  
30 information to be included in proposals at this stage include the items listed below, as  
31 well as any additional information or documents that RPE may request:

##### 32 33 **I. Qualification and Experience**

- 34  
35 a. Identify the legal structure of the firm or consortium of firms making the  
36 proposal. Identify the organizational structure for the project, the  
37 management approach and how each partner and major subcontractor in  
38 the structure fits into the overall team.
- 39  
40 b. Describe the experience of the firm or consortium of firms making the  
41 proposal and the key principals involved in the proposed project including  
42 experience with projects of comparable size and complexity. Describe the  
43 length of time in business, business experience, public sector experience  
44 and other engagements of the firm or consortium of firms. Include the  
45 identity of any firms that will provide design, construction and completion  
46 guarantees and warranties, and a description of such guarantees and  
47 warranties.
- 48

- 4 c. Provide the names, addresses, and telephone numbers of persons within  
5 the firm or consortium of firms who may be contacted for further  
6 information.  
7  
8 d. Provide a current or most recently audited financial statement of the firm  
9 or firms and each partner with an equity interest of twenty percent or  
10 greater.  
11  
12 e. Identify any persons known to the proposer who would be obligated to  
13 disqualify themselves from participation in any transaction arising from or  
14 in connection to the project pursuant to the Virginia State and Local  
15 Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of  
16 Title 2.2.  
17

## 18 2. Project Characteristics

19

- 20 a. Provide a description of the project, including the conceptual design.  
21 Describe the proposed project in sufficient detail so that type and intent of  
22 the project, the location, and the communities that may be affected are  
23 clearly identified.  
24  
25 b. Identify and fully describe any work to be performed by the RPE.  
26  
27 c. Include a list of all federal, state, and local permits and approvals required  
28 for the project and a schedule for obtaining such permits and approvals.  
29  
30 d. Identify any anticipated adverse social, economic, and environmental  
31 impacts of the project. Specify the strategies or actions to mitigate known  
32 impacts of the project.  
33  
34 e. Identify the projected positive social, economic, and environmental  
35 impacts of the project.  
36  
37 f. Identify the proposed schedule for the work on the project, including the  
38 estimated time for completion.  
39  
40 g. Propose allocation of risk and liability for work completed beyond the  
41 agreement's completion date, and assurances for timely completion of the  
42 project.  
43  
44 h. State assumptions related to ownership, legal liability, law enforcement,  
45 and operation of the project and the existence of any restrictions on the  
46 RPE's use of the project.  
47  
48 i. Provide information relative to phased or partial openings of the proposed  
49 project prior to completion of the entire work.

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

- j. List any other assumptions relied on for the project to be successful.
- k. List any contingencies that must occur for the project to be successful.

**3. Project Financing**

- a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
- b. Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports.
- c. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.
- d. Identify the proposed risk factors and methods for dealing with these factors.
- e. Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the RPE's credit or revenue.
- f. Identify the amounts and the terms and conditions for any revenue sources.
- g. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.

**4. Project Benefit and Compatibility**

- a. Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state.
- b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

- c. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- d. Describe the anticipated significant benefits to the community, region or state, including anticipated benefits to the economic condition of the RPE and whether the project is critical to attracting or maintaining competitive industries and businesses to the RPE or the surrounding region.
- e. Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.
- f. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types of businesses: (i) minority-owned businesses, (ii) woman-owned businesses, and (iii) small businesses.

**B. Format for Submissions at Detailed Stage**

If the RPE decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity unless waived by the RPE:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;
2. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings;
3. A statement and strategy setting out the plans for securing all necessary property;
4. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties;
5. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility, and estimated annual operating expenses;

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

6. A detailed discussion of assumptions about user fees or rates, and usage of the project or projects;
7. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications;
8. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans;
9. Explanation of how the proposed project would impact local development plans of each affected jurisdiction;
10. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In addition, identification of any known conflicts of interest or other disabilities that may impact the RPE's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2;
11. Additional material and information as the RPE may reasonably request.

**V. Proposal Evaluation and Selection Criteria**

There are several factors that the RPE may wish to consider when evaluating and selecting a proposal under the PPEA. The following are some of the factors that may be considered by the RPE in the evaluation and selection of PPEA proposals.

**A. Qualifications and Experience**

Factors to be considered in either phase of the RPE's review to determine whether the proposer possesses the requisite qualifications and experience include:

1. Experience with similar projects;
2. Demonstration of ability to perform work;
3. Leadership structure;
4. Project manager's experience;

- 4
- 5           5.     Management approach;
- 6
- 7           6.     Financial condition; and
- 8
- 9           7.     Project ownership.

10

11           **B. Project Characteristics**

12

13           Factors to be considered in determining the project characteristics include:

- 14
- 15           1.     Project definition;
- 16
- 17           2.     Proposed project schedule;
- 18
- 19           3.     Operation of the project;
- 20
- 21           4.     Technology; technical feasibility;
- 22
- 23           5.     Conformity to laws, regulations, and standards;
- 24
- 25           6.     Environmental impacts;
- 26
- 27           7.     Condemnation impacts;
- 28
- 29           8.     State and local permits; and
- 30
- 31           9.     Maintenance of the project.

32

33           **C. Project Financing**

34

35           Factors to be considered in determining whether the proposed project financing

36           allows adequate access to the necessary capital to finance the project include:

- 37
- 38           1.     Cost and cost benefit to the RPE;
- 39
- 40           2.     Financing and the impact on the debt burden of the RPE or appropriating
- 41                 body;
- 42
- 43           3.     Financial plan, including the degree to which the proposer has conducted
- 44                 due diligence investigation and analysis of the proposed financial plan and
- 45                 the results of any such inquiries or studies;
- 46
- 47           4.     Opportunity costs assessment;
- 48
- 49           5.     Estimated cost;

- 4  
5 6. Life-cycle cost analysis;  
6  
7 7. The identity, credit history, past performance of any third party that will  
8 provide financing for the project and the nature and timing of their  
9 commitment, as applicable; and  
10  
11 8. Such other items as the RPE deems appropriate.  
12

13 In the event that any project is financed through the issuance of obligations that  
14 are deemed to be tax-supported debt of the RPE, or if financing such a project may  
15 impact the RPE's debt rating or financial position, the RPE may select its own finance  
16 team, source, and financing vehicle.  
17

18 **D. Project Benefit and Compatibility**  
19

20 Factors to be considered in determining the proposed project's compatibility with  
21 the appropriate local or regional comprehensive or development plans include:  
22

- 23 1. Community benefits;  
24  
25 2. Community support or opposition, or both;  
26  
27 3. Public involvement strategy;  
28  
29 4. Compatibility with existing and planned facilities; and  
30  
31 5. Compatibility with local, regional, and state economic development efforts.  
32

33 **E. Other Factors**  
34

35 Other factors that may be considered by the RPE in the evaluation and selection  
36 of PPEA proposals include:  
37

- 38 1. The proposed cost of the qualifying project;  
39  
40 2. The general reputation, industry experience, and financial capacity of the  
41 private entity;  
42  
43 3. The proposed design of the qualifying project;  
44  
45 4. The eligibility of the project for accelerated documentation, review, and  
46 selection;  
47  
48 5. Local citizen and government comments;  
49

- 4           6.       Benefits to the public, including financial and nonfinancial;
- 5
- 6           7.       The private entity's compliance with a minority business enterprise
- 7           participation plan or good faith effort to comply with the goals of such
- 8           plan;
- 9
- 10          8.       The private entity's plans to employ local contractors and residents;
- 11
- 12          9.       The recommendation of a committee of representatives of members of the
- 13           RPE and the appropriating body which may be established to provide
- 14           advisory oversight for the project; and
- 15
- 16          10.      Other criteria that the RPE deems appropriate.
- 17

#### ***Best Practice Commentary***

#### ***Establishing a single point of contact for the RPE; treatment of unsuccessful proposers.***

*To facilitate the free flow of information and efficiency The RPE may wish to establish a single point of contact once the open competition period has closed through which all questions may be addressed.*

*The RPE should if requested, make staff available to an unsuccessful proposer to discuss generally the basis for the decision.*

### **VI. Additional Review Procedures.**

#### **A. Public Private Partnership Oversight Advisory Committee**

An RPE that is an agency or institution of the Commonwealth shall and all other RPEs may establish criteria to trigger establishment of an advisory committee consisting of representatives of the RPE and the appropriating body to review the terms of the proposed interim or comprehensive agreement. The criteria should include, but not be limited to, the scope, total cost and duration of the proposed project, and whether the project involves or impacts multiple public entities. Timelines for the work of the committee should be developed and made available to proposers.

#### **B. Appropriating Body**

If the RPE for appropriating or authorizing funding to pay for a qualifying project is different from the RPE reviewing or approving the project, then the RPE reviewing or approving the project should establish a mechanism for that appropriating body to review any proposed interim or comprehensive agreement prior to execution. When a school board is the RPE, review by the local governing body shall satisfy this requirement..

4 **VII. Interim and Comprehensive Agreements**

5  
6 Prior to developing or operating the qualifying project, the selected private entity  
7 shall enter into a comprehensive agreement with the RPE. Prior to entering a  
8 comprehensive agreement, an interim agreement may be entered into that permits a  
9 private entity to perform compensable activities related to the project. The RPE may  
10 designate a working group to be responsible for negotiating any interim or  
11 comprehensive agreement. Any interim or comprehensive agreement shall define the  
12 rights and obligations of the RPE and the selected proposer with regard to the project.

13  
14 **A. Interim Agreement Terms**

15  
16 The scope of an interim agreement may include but is not limited to:

- 17  
18 1. Project planning and development;  
19  
20 2. Design and engineering;  
21  
22 3. Environmental analysis and mitigation;  
23  
24 4. Survey;  
25  
26 5. Ascertaining the availability of financing for the proposed facility through  
27 financial and revenue analysis;  
28  
29 6. Establishing a process and timing of the negotiation of the comprehensive  
30 agreement; and  
31  
32 7. Any other provisions related to any aspect of the development or operation of  
33 a qualifying project that the parties may deem appropriate prior to the  
34 execution of a comprehensive agreement.

35  
36 **Best Practice Commentary**

37  
38 *An Interim Agreement will usually be less detailed than a Comprehensive Agreement and*  
39 *will leave open items for further negotiations to be included in the Comprehensive*  
40 *Agreement. An Interim Agreement may be used in situations where information is needed*  
41 *to further develop the concept of the project and perhaps even the feasibility of going*  
42 *forward with the qualifying project. Thus, an Interim Agreement might be appropriate in*  
43 *order to have the selected private entity do certain architectural and engineering (A/E)*  
44 *drawings and feasibility studies so that the locality can determine how the final*  
45 *qualifying project might be developed or even if the project should proceed before*  
46 *entering into a more detailed and final Comprehensive Agreement.*

47  
48 *An Interim Agreement may also be used to allow the private entity to start work on the*  
49 *A/E design and drawings while the remainder of the Comprehensive Agreement is*  
50 *completed. Therefore, an Interim Agreement should establish a process and timing for*

4 *the continued negotiations and completion of a Comprehensive Agreement. In addition,*  
5 *the Interim Agreement should allow the RPE or private entity to terminate the Interim*  
6 *Agreement if matters do not work out during continued negotiations. This type of clause*  
7 *in the Interim Agreement would allow for termination of the agreement and provide for*  
8 *payment of the agreed-upon compensation to the private entity for the scheduled work*  
9 *that the private entity completed pursuant to the Interim Agreement.*

10  
11 **B. Comprehensive Agreement Terms**

12  
13 The scope of the comprehensive agreement shall include but not be limited to:

- 14  
15 1. The delivery of maintenance, performance and payment bonds or letters of  
16 credit in connection with any acquisition, design, construction, improvement,  
17 renovation, expansion, equipping, maintenance, or operation of the qualifying  
18 project;
- 19  
20 2. The review of plans and specifications for the qualifying project by the RPE;
- 21  
22 3. The rights of the RPE to inspect the qualifying project to ensure compliance  
23 with the comprehensive agreement;
- 24  
25 4. The maintenance of a policy or policies of liability insurance or self-insurance  
26 reasonably sufficient to insure coverage of the project and the tort liability to  
27 the public and employees and to enable the continued operation of the  
28 qualifying project;
- 29  
30 5. The monitoring of the practices of the private entity by the RPE to ensure  
31 proper maintenance;
- 32  
33 6. The terms under which the private entity will reimburse the RPE for services  
34 provided;
- 35  
36 7. The policy and procedures that will govern the rights and responsibilities of  
37 the RPE and the private entity in the event that the comprehensive agreement  
38 is terminated or there is a material default by the private entity including the  
39 conditions governing assumption of the duties and responsibilities of the  
40 private entity by the RPE and the transfer or purchase of property or other  
41 interests of the private entity by the RPE;
- 42  
43 8. The terms under which the private entity will file appropriate financial  
44 statements on a periodic basis;
- 45  
46 9. The mechanism by which user fees, lease payments, or service payments, if  
47 any, may be established from time to time upon agreement of the parties. Any  
48 payments or fees shall be set at a level that is the same for persons using the

- 4 facility under like conditions and that will not materially discourage use for  
5 the qualifying project;
- 6
- 7 a. A copy of any service contract shall be filed with the RPE.
- 8
- 9 b. A schedule of the current user fees or lease payments shall be made  
10 available by the private entity to any member of the public upon request.
- 11
- 12 c. Classifications according to reasonable categories for assessment of user  
13 fees may be made.
- 14
- 15 10. The terms and conditions under which the RPE may contribute financial  
16 resources, if any, for the qualifying project;
- 17
- 18 11. The terms and conditions under which existing site conditions will be assessed  
19 and addressed, including identification of the responsible party for conducting  
20 the assessment and taking necessary remedial action;
- 21
- 22 12. The terms and conditions under which the RPE will be required to pay money  
23 to the private entity and the amount of any such payments for the project;
- 24
- 25 13. Other requirements of the PPEA or other applicable law; and
- 26
- 27 14. Such other terms and conditions as the RPE may deem appropriate.
- 28

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

32

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

35

36 **C. Public hearing during proposal review process; notice and posting**  
37 **requirements.**

38

39 1. At some point during the proposal review process, but at least 30 days prior to  
40 entering into an interim or comprehensive agreement, the RPE shall hold a public hearing  
41 on the proposals that have been received.

42

43 2. Once the negotiation phase for the development of an interim or a  
44 comprehensive agreement is complete and a decision to award has been made by the  
45 RPE, the RPE shall post the proposed agreement in the following manner:

46

47 a. For RPEs that are state agencies, departments, and institutions, posting shall be  
48 on the Department of General Service's web-based electronic procurement program  
49 commonly known as "eVA"; and

4  
5 b. For RPEs that are local public bodies, posting shall be on the RPEs' website or  
6 by publication, in a newspaper of general circulation in the area in which the contract  
7 work is to be performed, of a summary of the proposals and the location where copies of  
8 the proposals are available for public inspection. Posting may also be on the Department  
9 of General Service's web-based electronic procurement program commonly known as  
10 "eVA," in the discretion of the local RPE.

11  
12 c. At least one copy of the proposals shall be made available for public inspection.  
13 Trade secrets, financial records, or other records of the private entity excluded from  
14 disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to  
15 be posted, except as otherwise agreed to by the RPE and the private entity.

16  
17 d. Any studies and analyses considered by the RPE in its review of a proposal  
18 shall be disclosed to the appropriating body at some point prior to the execution of an  
19 interim or comprehensive agreement.

20  
21 3. Once an interim agreement or a comprehensive agreement has been entered  
22 into, the RPE shall make procurement records available for public inspection, upon  
23 request.

24  
25 a. Such procurement records shall include documents protected from disclosure  
26 during the negotiation phase on the basis that the release of such documents would have  
27 adverse affect on the financial interest or bargaining position of the RPE or private entity  
28 in accordance with Section II.D.3.

29  
30 b. Such procurement records shall not include (i) trade secrets of the private  
31 entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or (ii) financial  
32 records, including balance sheets or financial statements of the private entity that are not  
33 generally available to the public through regulatory disclosure or otherwise.

34  
35 To the extent access to procurement records are compelled or protected by a court  
36 order, then the RPE must comply with such order.

37  
38 4. The RPE shall electronically file a copy of all interim and comprehensive  
39 agreement and any supporting documents with the Auditor of Public Accounts. Such  
40 agreements and supporting documents should be provided within 30 days of the  
41 execution of the interim or comprehensive agreement.

#### 42 43 **VIII. Governing Provisions**

44  
45 In the event of any conflict between these guidelines and the PPEA, the terms of the  
46 PPEA shall control.

4  
5 **Terms and Definitions**  
6

7 **"Affected jurisdiction"** means any county, city, or town in which all or a portion of a  
8 qualifying project is located.

9  
10 **"Appropriating body"** means the body responsible for appropriating or authorizing  
11 funding to pay for a qualifying project.

12  
13 **"Comprehensive agreement"** means the comprehensive agreement between the private  
14 entity and the responsible public entity that is required prior to the development or  
15 operation of a qualifying project.

16  
17 **"Conceptual stage"** means the initial phase of project evaluation when the public entity  
18 makes a determination whether the proposed project serves a public purpose, meets the  
19 criteria for a qualifying project, assesses the qualifications and experience of a private  
20 entity proposer, reviews the project for financial feasibility, and warrants further pursuit.

21  
22 **"Cost-benefit analysis"** means an analysis that weighs expected costs against expected  
23 benefits in order to choose the best option. For example, a city manager may compare  
24 the costs and benefits of constructing a new office building to those of renovating and  
25 maintaining an existing structure in order to select the most financially advantageous  
26 option.

27  
28 **"Detailed stage"** means the second phase of project evaluation where the public entity  
29 has completed the conceptual stage and accepted the proposal and may request additional  
30 information regarding a proposed project prior to entering into competitive negotiations  
31 with one or more private entities to develop an interim or comprehensive agreement.

32  
33 **"Develop" or "development"** means to plan, design, develop, finance, lease, acquire,  
34 install, construct, or expand.

35  
36 **"Interim agreement"** means an agreement between a private entity and a responsible  
37 public entity that provides for phasing of the development or operation, or both, of a  
38 qualifying project. Such phases may include, but are not limited to, design, planning,  
39 engineering, environmental analysis and mitigation, financial and revenue analysis, or  
40 any other phase of the project that constitutes activity on any part of the qualifying  
41 project.

42  
43 **"Lease payment"** means any form of payment, including a land lease, by a public entity  
44 to the private entity for the use of a qualifying project.

45  
46 **"Lifecycle cost analysis"** means an analysis that calculates cost of an asset over its entire  
47 life span and includes the cost of planning, constructing, operating, maintaining,  
48 replacing, and when applicable, salvaging the asset. Although one proposal may have a

4 lower initial construction cost, it may not have the lowest lifecycle cost once  
5 maintenance, replacement, and salvage value is considered.

6  
7 **"Material default"** means any default by the private entity in the performance of its  
8 duties that jeopardizes adequate service to the public from a qualifying project.

9  
10 **"Operate"** means to finance, maintain, improve, equip, modify, repair, or operate.

11  
12 **"Opportunity cost"** means the cost of passing up another choice when making a  
13 decision or the increase in costs due to delays in making a decision.

14  
15 **"Private entity"** means any natural person, corporation, general partnership, limited  
16 liability company, limited partnership, joint venture, business trust, public benefit  
17 corporation, nonprofit entity, or other business entity.

18  
19 **"Public entity"** means the Commonwealth and any agency or authority thereof, any  
20 county, city or town and any other political subdivision of the Commonwealth, any  
21 public body politic and corporate, or any regional entity that serves a public purpose.

22  
23 **"Qualifying project"** means (i) any education facility, including, but not limited to a  
24 school building, any functionally related and subordinate facility and land of a school  
25 building (including any stadium or other facility primarily used for school events), and  
26 any depreciable property provided for use in a school facility that is operated as part of  
27 the public school system or as an institution of higher education; (ii) any building or  
28 facility that meets a public purpose and is developed or operated by or for any public  
29 entity; (iii) any improvements, together with equipment, necessary to enhance public  
30 safety and security of buildings to be principally used by a public entity; (iv) utility and  
31 telecommunications and other communications infrastructure; (v) a recreational facility;  
32 (vi) technology infrastructure and services, including, but not limited to,  
33 telecommunications, automated data processing, word processing and management  
34 information systems, and related information, equipment, goods and services; (vii) any  
35 technology, equipment, or infrastructure designed to deploy wireless broadband services  
36 to schools, businesses, or residential areas; (viii) any services designed to increase the  
37 productivity or efficiency through the use of technology or other means; (ix) any  
38 improvements necessary or desirable to any unimproved locally- or state-owned real  
39 estate; or (x) any solid waste management facility that produces electric energy derived  
40 from solid waste.

41  
42 **"Responsible public entity"** means a public entity that has the power to develop or  
43 operate the applicable qualifying project.

44  
45 **"Revenues"** means all revenues, income, earnings, user fees, lease payments, or other  
46 service payments arising out of or in connection with supporting the development or  
47 operation of a qualifying project, including without limitation, money received as grants  
48 or otherwise from the United States of America, from any public entity, or from any  
49 agency or instrumentality of the foregoing in aid of such facility.

4  
5 **"Service contract"** means a contract entered into between a public entity and the private  
6 entity pursuant to § 56-575.5.  
7  
8 **"Service payments"** means payments to the private entity of a qualifying project  
9 pursuant to a service contract.  
10  
11 **"State"** means the Commonwealth of Virginia.  
12  
13 **"User fees"** mean the rates, fees, or other charges imposed by the private entity of a  
14 qualifying project for use of all or a portion of such qualifying project pursuant to the  
15 comprehensive agreement pursuant to § 56-575.9.  
16  
17



# **EMPORIA CITY COUNCIL STRATEGIC GOALS**

Created April 11-12, 2014  
Adopted May 6, 2014

## **Economic Development**

Pursue economic development opportunities through collaboration and partnerships to increase and improve employment for our citizens.

## **Education**

Support a culture of educational achievement and lifelong learning in order to develop and sustain a productive workforce ready for 21<sup>st</sup> century employers.

## **Cultural and Recreational Opportunities**

Develop cultural facilities while supporting our existing recreational providers

## **City Appeal**

Vitalize the overall appearance of the City to create an atmosphere that is attractive and appealing to citizens, businesses, and visitors

# EMPORIA CITY COUNCIL 3-YEAR PRIORITIES

## Economic Development

Pursue economic development opportunities through collaboration and partnerships to increase and improve employment for our citizens.

1	Identify properties in Emporia that we can develop or enhance to be attractive for potential business and purchase land for future development as appropriate
2	Implement a business recruitment initiative/marketing process that includes written/electronic materials <ul style="list-style-type: none"> <li>• Ensure that we know what we are marketing</li> <li>• Consider whether a slogan/brand would be helpful to us</li> <li>• Individualize our marketing strategy as part of the comprehensive regional marketing/ strategic effort</li> <li>• Consider whether we should contract with a firm to do a retail recruitment study</li> </ul>
3	Increase Emporia’s leadership presence in the collaborative efforts and partnerships in which we are involved (i.e. seek leadership positions, ensure regular attendance)
4	Identify and increase relationships with key players in state/related agencies in order to enhance our economic development presence, including crossing administrations (i.e. Rolls Royce, CCAM, VEDP, Port of Virginia, etc.)
5	Develop and implement a strategy to communicate our economic development successes
6	Continue our strategy to retain our existing businesses

## Education

Support a culture of educational achievement and lifelong learning in order to develop and sustain a productive workforce ready for 21<sup>st</sup> century employers.

7	Develop a strategy to meet regularly with school leaders in order to identify and address educational issues, needs, and solutions and to work together in partnership to further educational achievement  Potential discussion areas/needs: <ul style="list-style-type: none"> <li>• Identify ways in which we need to be supportive at the State level</li> <li>• Need for a coordinator to enhance parental involvement in the schools</li> <li>• Develop a work ethics curriculum to be implemented at the 9<sup>th</sup> grade level</li> <li>• Guidance counselors should track each 8<sup>th</sup> grader throughout high school</li> <li>• Track GPAs to ensure college readiness</li> <li>• CCAM integration with the schools</li> </ul>
---	---

8	Develop a strategy by which appointed School Board Members provide the City Council with information regarding educational policies and progress on a regular basis
9	Support efforts of the Virginia Growth Alliance to enhance career/technical education opportunities through regional partnerships

### Cultural and Recreational Opportunities

Develop cultural facilities while supporting our existing recreational providers

10	Support our existing recreational facilities (CYC, YMCA, EGRA, Boys and Girls Club)
11	<p>Establish a leadership/partnership role in developing the Civic Center as a cultural venue with multi-use potential for the City</p> <ul style="list-style-type: none"> <li>• Develop attraction to bring people downtown consistent with plan to create “hub”</li> <li>• Need to “drive the train” and realize we may have to spend money to make money</li> </ul>

### City Appeal

Vitalize the overall appearance of the City to create an atmosphere that is attractive and appealing to citizens, businesses, and visitors

12	<p>Continue to address blighted areas in the City through redevelopment including:</p> <ul style="list-style-type: none"> <li>• West Atlantic</li> <li>• Belfield/Downtown project</li> <li>• South Main Street enhancement project</li> </ul>
13	Continue to actively enforce property maintenance codes

# EMPORIA CITY COUNCIL ROLES

What are the appropriate roles for the Council, City Manager and Mayor?  
 Are there any roles that would enhance our progress on Strategic Goals and Priorities?

Council	City Manager	Mayor
<ul style="list-style-type: none"> <li>• Policy</li> <li>• Doing what is right for the community</li> <li>• Communication with each other, with the community, and all concerned</li> <li>• Listening</li> <li>• Provide leadership for the City</li> <li>• Accentuate the positive more than the negative</li> <li>• Be the voice of the citizens</li> <li>• Be positive even if treated negatively</li> <li>• Be an advocate for fiscal appropriateness</li> <li>• Be proactive (i.e. burning issues)</li> <li>• Looking for right business in an entrepreneurial way</li> </ul>	<ul style="list-style-type: none"> <li>• Operations</li> <li>• Communication with the Council</li> <li>• Communication with staff</li> <li>• Leadership skills</li> <li>• Initiative - coming up with ideas to enhance the City and its growth</li> <li>• Keeping abreast of new opportunities for the City such as grants; read a lot and inform the Council</li> <li>• Hiring/firing</li> <li>• Looking for right business in an entrepreneurial way</li> </ul>	<ul style="list-style-type: none"> <li>• Be a figurehead to represent the City</li> <li>• Chief ceremonial officer</li> <li>• Tie-breaker</li> <li>• Run the Council meetings effectively and positively and in a timely way</li> <li>• Looking for right business in an entrepreneurial way</li> </ul>

[prev](#) | [next](#)

§ [56-575.3:1](#). Adoption of guidelines by responsible public entities.

A. A responsible public entity shall, prior to requesting or considering a proposal for a qualifying project, adopt and make publicly available guidelines that are sufficient to enable the responsible public entity to comply with this chapter. Such guidelines shall be reasonable, encourage competition, and guide the selection of projects under the purview of the responsible public entity.

B. For a responsible public entity that is an agency or institution of the Commonwealth, the guidelines shall include, but not be limited to:

1. Opportunities for competition through public notice and availability of representatives of the responsible public entity to meet with private entities considering a proposal;

2. Reasonable criteria for choosing among competing proposals;

3. Suggested timelines for selecting proposals and negotiating an interim or comprehensive agreement;

4. Authorization for accelerated selection and review and documentation timelines for proposals involving a qualifying project that the responsible public entity deems a priority;

5. Financial review and analysis procedures that shall include, at a minimum, a cost-benefit analysis, an assessment of opportunity cost, and consideration of the results of all studies and analyses related to the proposed qualifying project. These procedures shall also include requirements for the disclosure of such analysis to the appropriating body for review prior to execution of an interim or comprehensive agreement;

6. Consideration of the nonfinancial benefits of a proposed qualifying project;

7. A mechanism for the appropriating body to review a proposed interim or comprehensive agreement prior to execution, which shall be in compliance with applicable law and the provisions of subsection I of § [56-575.4](#) pertaining to the approval of qualifying projects;

8. Establishment of criteria for (i) the creation of and the responsibilities of a public-private partnership oversight committee with members representing the responsible public entity and the appropriating body or (ii) compliance with the requirements of Chapter 42 (§ [30-278](#) et seq.) of Title 30. Such criteria shall include the scope, costs, and duration of the qualifying project, as well as whether the project involves or impacts multiple public entities. The oversight committee, if formed, shall be an advisory committee to review the terms of any proposed interim or comprehensive agreement;

9. Analysis of the adequacy of the information released when seeking competing proposals and providing for the enhancement of that information, if deemed necessary, to encourage competition pursuant to subsection G of § [56-575.4](#);

10. Establishment of criteria, key decision points, and approvals required to ensure that the responsible public entity considers the extent of competition before selecting proposals and negotiating an interim or comprehensive agreement; and

11. The posting and publishing of public notice of a private entity's request for approval of a qualifying project, including (i) specific information and documentation to be released regarding the nature, timing, and scope of the qualifying project pursuant to subsection A of § [56-575.4](#); (ii) a reasonable time period as determined by the responsible public entity to encourage competition and public-private partnerships in accordance with the goals of this chapter, such reasonable period not to be less than 45 days, during which time the responsible public entity shall receive competing proposals pursuant to subsection A of § [56-575.4](#); and (iii) a requirement for advertising the public notice in the Virginia Business Opportunities publication and posting a notice on the Commonwealth's electronic procurement website shall be included.

C. For a responsible public entity that is not an agency or institution of the Commonwealth the guidelines may include the provisions set forth in subsection B in the discretion of such public entity. However, the guidelines of a responsible public entity that is not an agency or institution of the Commonwealth shall include:

1. A requirement that it engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the responsible public entity, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long- and short-term costs of any request by a private entity for approval of a qualifying project unless the governing body of the responsible public entity determines that such analysis of a request by a private entity for approval of a qualifying project shall be performed by employees of the responsible public entity; and
2. A mechanism for the appropriating body to review a proposed interim or comprehensive agreement prior to execution.

(2005, c. [865](#); 2007, c. [764](#).)

---

[prev](#) | [next](#) | [new search](#) | [table of contents](#) | [home](#)



# CITY OF EMPORIA

---

## Memorandum

November 14, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** Brian S. Thrower, City Manager *BSI*

**SUBJECT:** Resolution of Support for Construction of and Access to the Atlantic Coast Pipeline – Request to Adopt

**ITEM #:** 14-77

As you are aware, Dominion Resources is proceeding with plans to construct a major natural gas pipeline, otherwise known as the Atlantic Coast Pipeline (ACP), in our region. The ACP would originate in West Virginia and run through Virginia, including Greensville County, into North Carolina (see attached map).

The Virginia's Growth Alliance (VGA) has requested that all member localities adopt resolutions of support for the project. The construction of this pipeline will increase customers' accessibility to natural gas and greatly enhance economic development opportunities in our region.

### Recommendation

I recommend you adopt the attached resolution of support for the construction of and access to the Atlantic Coast Pipeline. If approved, the resolution will be distributed to our various representatives and regulatory agencies.

### Attachments

Resolution  
Atlantic Coast Pipeline Information and Map

Resolution No. \_\_\_\_\_

**Resolution**

**Resolution of Support for Construction of and  
Access to the Atlantic Coast Pipeline**

**WHEREAS**, the City of Emporia is aware of the potential construction of the Atlantic Coast Pipeline in West Virginia, Virginia, and North Carolina; and

**WHEREAS**, this pipeline is being proposed in response to growing demand for natural gas in the southeastern United States, for both power generation and distribution to local customers; and

**WHEREAS**, the completion of the proposed pipeline would bring natural gas to the region, which is currently underserved, making natural gas more accessible to customers in the City of Emporia and the surrounding areas – including larger business and industrial customers – who are looking for alternative energy sources; and

**WHEREAS**, this pipeline would provide great economic benefits to the region, both in terms of creating jobs through the planning and development stages as well as new capital investment and expansion of the tax base in localities through which the pipeline will run; and

**WHEREAS**, the City of Emporia is a member of Virginia’s Growth Alliance, who has also shown by resolution of support, the need to construct the Atlantic Coast Pipeline and enhance infrastructure in our region; and

**NOW, THEREFORE, BE IT RESOLVED** that the Emporia City Council supports the construction of and access to the Atlantic Coast Pipeline, as this pipeline would provide new sources of natural gas to the southeastern United States and provide economic benefits to the region.

Adopted: November 18, 2014

City of Emporia, Virginia

By \_\_\_\_\_  
Mary L. Person  
Mayor

Attest:

Form Approved:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## Atlantic Coast Pipeline

Increasing the availability of natural gas supplies in West Virginia, Virginia and North Carolina is important to the economy and environment of the region. It can mean more jobs, lower prices to heat and power homes and businesses, and cleaner air.

To meet that need, Dominion and its partners are proceeding to build a new natural gas pipeline. The Atlantic Coast Pipeline (ACP), formerly known as the Southeast Reliability Project, would originate in Harrison County, W.Va., run to Greensville County, Va., and then south into eastern North Carolina.

A lateral extension is planned from the Virginia-North Carolina border to Hampton Roads.

Dominion, along with three other major U.S. energy companies – Duke Energy, Piedmont Natural Gas and AGL Resources — announced Sept. 2 the formation of a joint venture to build and own the proposed Atlantic Coast Pipeline.

Dominion is the parent company of Dominion Virginia Power and AGL Resources is the parent company of Virginia Natural Gas.

*Dominion works with the Keystone Elk Country Alliance and the Pennsylvania Game Commission to help create safe havens and grazing areas for the deer, which has resulted in a tripling of the herds. These are examples of efforts that will preserve the natural habitat for wildlife in the vicinity of pipeline construction.*



- [View the news release.](#)
- [View a video of Va. Gov. Terry McAuliffe, 9/2/14 press conference](#)
- [View a video of Thomas F. Farrell II of Dominion, 9/2/14 press conference](#)

The ACP project is being developed by four homegrown companies that have been helping our states grow for decades. They are now coming together to help our economies take another step forward by bringing the benefits of additional supplies of clean, low-priced domestic natural gas to homes, businesses, manufacturers and power generators.

### Project Details

[Expand All](#) [Collapse All](#)  
[Suppliers-Vendors](#)

If your company is interested in being a supplier to the Atlantic Coast Pipeline project, complete our [Atlantic Coast Pipeline Supplier Interest Form](#), and email it to: [acpvendor@dom.com](mailto:acpvendor@dom.com).

[Pipeline Benefits](#)

#### Pipeline Benefits

The benefits of natural gas are clear. The newfound abundance of domestic supplies has made it a low-cost energy source that is decreasing the nation's dependence on foreign imports. When burned, natural gas produces significantly lower emissions than coal, including just half the carbon.

The pipeline would provide a dependable supply of natural gas for electric utilities in the region looking to use natural gas as a cleaner option to generate electricity. It also would help local gas utilities serve their customers with a new, reliable source of supply, and permit businesses to build or expand their operations.

[Economic Impact](#)

#### Economic Impact

A report from Chmura Economics & Analytics entitled "The Economic Impact of the Atlantic Coast Pipeline in West Virginia, Virginia and North Carolina" has been prepared for Dominion and the ACP joint venture partners announcing the 550-mile interstate natural gas transmission pipeline.

- [View the study by Chmura Economics and Analytics](#)
- [View a summary of economic benefits for West Virginia](#)
- [View a summary of economic benefits for Virginia](#)
- [View a summary of economic benefits for North Carolina](#)

[Quick Facts](#)

#### Quick Facts

Here is a quick overview of the proposed Atlantic Coast Pipeline:

- The pipeline would be approximately 550 miles long, including a connected pipeline or lateral that could bring additional supplies to Hampton Roads. (See maps below.)
- In West Virginia and Virginia, the pipe would be 42 inches in diameter; in North Carolina, 36 inches. The Hampton Roads pipeline would be 20 inches in diameter.
- Three compressor stations have been planned as part of this project – one at the beginning of the pipeline in West Virginia (Harrison County), one in central Virginia (Buckingham County) and one in North Carolina (Northampton County)
- The capacity of the pipeline is projected to be 1.5 billion cubic feet/day.
- The range of normal operating pressure on the pipeline would be from 750 pounds per square inch gauge (psig) to 1,440 psig, its Maximum Allowable Operating Pressure. The pipeline would be designed with redundant safety systems to ensure this maximum pressure is not exceeded.

**Myth vs. Fact - Print Ad**

Dominion's plan to build the Atlantic Coast Pipeline to provide affordable, environmentally friendly natural gas to our region has received broad and strong support.

Still, we have a responsibility to make sure everyone knows the facts about this project, so we invite you to view our new print ad. Click on the image to view a larger PDF.

**Extensive Approval Process**

**Extensive Approval Process**

The Atlantic Coast Pipeline must obtain approval from the Federal Energy Regulatory Commission (FERC), which will coordinate with other federal and state agencies to thoroughly address land, air, water, noise, species, economic impacts and other issues.

The pipeline would be designed, constructed, operated and maintained in accordance with FERC and U.S. Department of Transportation standards, and all other applicable regulations, standards and guidelines for safety.

All federal, state and local permits and right-of-way access will be obtained prior to starting pipeline construction.

If the Atlantic Coast Pipeline is approved by the FERC, the joint venture would anticipate project construction in 2017 and 2018, with service beginning as early as late 2018.

**Resources and FAQs**

**Resources and FAQs**

- [ACP Fact Sheet](#)
- [Public Participation Opportunities in FERC Process](#)
- [General questions and answers](#)
- [Operational questions and answers](#)
- [Landowner questions and answers](#)
- [FERC brochure](#) (addresses their procedures, landowner rights, location decisions, and safety and environmental issues)
- [INGAA Commitment to Landowners](#)

**Open House Aerial Maps and Posters**

Below are links to the posters and draft aerial maps that were on display at the 13 informational open houses in West Virginia, Virginia and North Carolina during Sept. 15-25. The posters are in four PDF files. The preliminary aerial maps were used to assist landowners in identifying their property to Dominion land agents and routing specialists. Some map PDFs contain several pages (viewable by scrolling). These draft aerial maps do not display any final routing.

**Posters**

- [Project Overview](#)
- [Operation, Safety and Construction](#)
- [Public Input](#)
- [Environment](#)

**Aerial Maps (alphabetical, by county/city)**

- [Augusta](#)
- [Brunswick](#)
- [Buckingham](#)
- [Chesapeake](#)
- [Cumberland \(NC\)](#)
- [Cumberland \(VA\)](#)



- [Dinwiddie](#)
- [Greensville](#)
- [Halifax](#)
- [Harrison](#)
- [Highland](#)
- [Johnston](#)
- [Lewis](#)
- [Nash](#)
- [Nelson](#)
- [Northampton](#)
- [Nottoway](#)
- [Pocahontas](#)
- [Prince Edward](#)
- [Randolph](#)
- [Robeson](#)
- [Sampson](#)
- [Southampton](#)
- [Suffolk](#)
- [Upshur](#)
- [Wilson](#)

- [North Carolina Map Index](#)
- [Virginia Map Index](#)
- [West Virginia Map Index](#)

**Maps of Potential Karst Areas**

The maps below show natural gas pipelines in areas of potential karst as determined by the United States Geological Survey. Pipelines, including interstate natural gas transmission lines are safely constructed and operated in potential karst areas throughout the eastern United States. There are more than 4,100 miles of natural gas transmission lines in potential karst areas of the mid Atlantic region, including more than 450 miles in Virginia.

- [Atlantic Coast Pipeline in Potential Karst Areas](#)
- [Existing Pipelines in Potential Karst Areas](#)

**Landowner Participation**

**Landowner Participation**

Dominion has notified landowners along a 300-foot wide study corridor. Preliminary survey work and route planning have been under way since May and could be completed by year-end.

Dominion is progressing toward a final recommended route, thanks to the nearly 78 percent of affected landowners who have given us permission to survey.

Crews are surveying and obtaining information from affected landowners along the way to determine the best route with least impacts to the environment, historic and cultural resources.

**Proposed Routes -- West Virginia, Virginia and North Carolina**

**Proposed Routes**

View proposed route maps below:

[Complete Route](#) | [West Virginia](#) | [Virginia](#) | [North Carolina](#)

West Virginia Counties	Virginia Counties/Cities	North Carolina Counties
<a href="#">Harrison</a> <a href="#">Lewis</a> <a href="#">Pocahontas</a> <a href="#">Randolph</a> <a href="#">Upshur</a>	<a href="#">Augusta</a> <a href="#">Brunswick</a> <a href="#">Buckingham</a> <a href="#">Chesapeake</a> <a href="#">Cumberland</a> <a href="#">Dinwiddie</a> <a href="#">Greensville</a> <a href="#">Highland</a> <a href="#">Nelson</a> <a href="#">Nottoway</a> <a href="#">Prince Edward</a> <a href="#">Southampton</a> <a href="#">Suffolk</a>	<a href="#">Cumberland</a> <a href="#">Halifax</a> <a href="#">Johnston</a> <a href="#">Nash</a> <a href="#">Northampton</a> <a href="#">Robeson</a> <a href="#">Sampson</a> <a href="#">Wilson</a>

**Contact Us**

**Contact Us**

**Landowners with Questions**

Call toll free at 1-888-895-8716 and one of our right-of-way representatives will follow up with you.

**Non-landowners**

Call toll free at 1-844-215-1819 or email us at [acpipeline@dom.com](mailto:acpipeline@dom.com) and we will respond in a timely manner.

Please [visit our Facebook site](#) for this project.

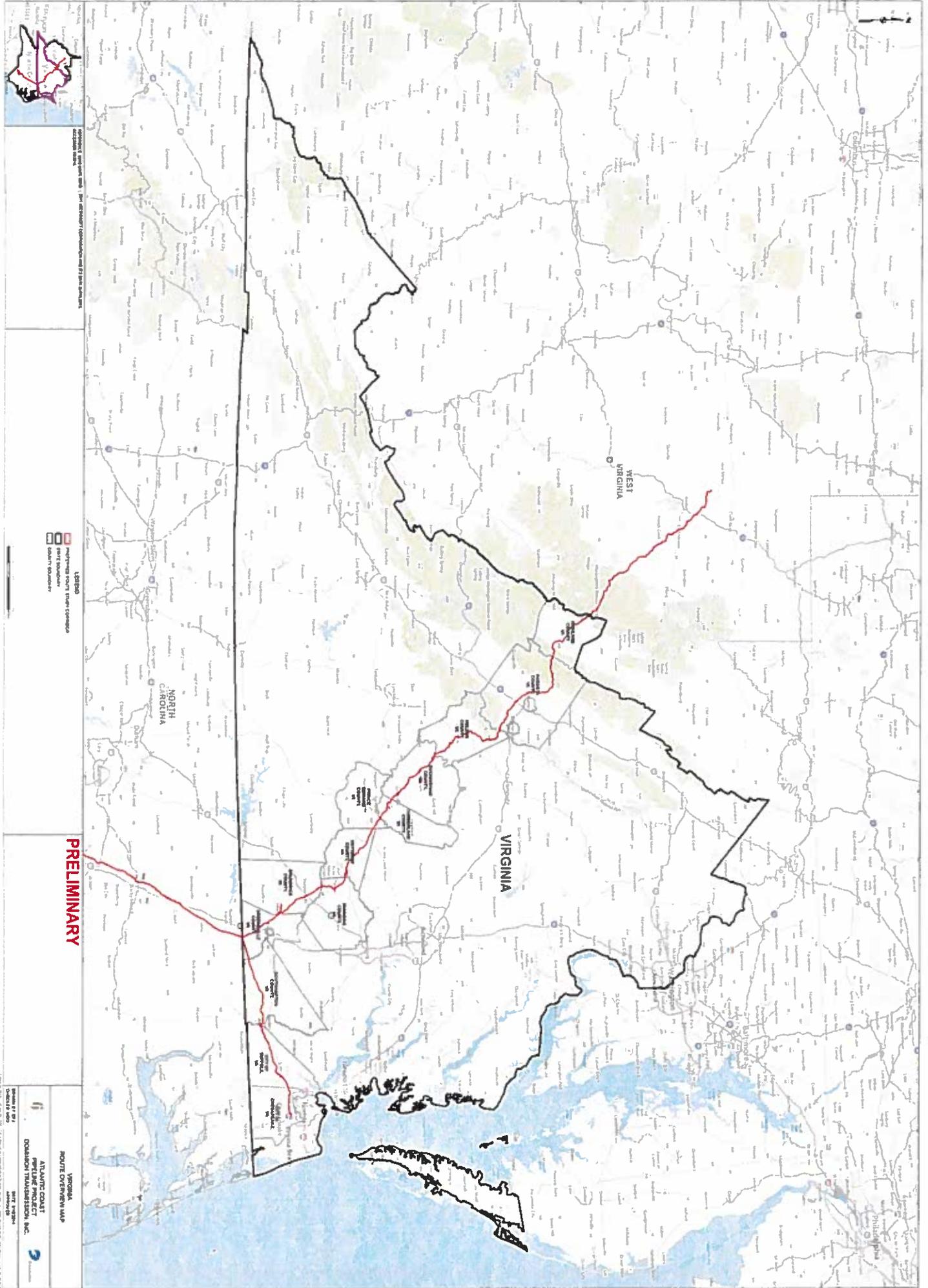
**Examples of Construction**

**Examples of Construction**

The photos below are examples of natural gas pipeline construction and post-construction site restoration.



Copyright © 2014 Dominion



**PRELIMINARY**

VIRGINIA  
 ROUTE OVERVIEW MAP  
 ATLANTIC COAST  
 PIPELINE PROJECT  
 OCASON TRANSMISSION, INC.  
 DATE: 10/20/2014



# CITY OF EMPORIA

## Memorandum

November 14, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** Brian S. Thrower, City Manager *BST*

**SUBJECT:** East Atlantic Street Reconstruction Project – Request to Adopt VDOT Revenue Sharing Resolution

**ITEM #:** 14-78

As you are aware, the City has been working with the Virginia Department of Transportation (VDOT) and Jeff Robinson & Associates on the resurfacing and widening of East Atlantic Street for a number of years. Approval of the project plans has been received from VDOT and the Federal Department of Highways. The project was bid in September. The sole bid received was \$1,035,890, which is \$383,094 over the engineer's estimate.

After discussing options with VDOT, the City rejected the sole bid. We anticipate rebidding this project in early 2015. VDOT also reviewed our funding sources and recommended that the City apply for additional revenue sharing funds. The total project cost is estimated at \$ 1,273,202. Staff is requesting Council authorization to apply for \$294,890 from the VDOT Revenue Sharing Fund. This will require a \$294,890 match by the City.

### Recommendation

I recommend you approve a resolution authorizing submittal of an application for VDOT Revenue Sharing funds in the amount of \$294,890 for the East Atlantic Street Reconstruction Project. I also recommend you authorize me to execute all required agreements with VDOT for the funding.

### Attachment

VDOT Resolution

Resolution No. \_\_\_\_\_

**Resolution**

A Resolution Authorizing The Submission of An Application For Allocation of Funds Through The Virginia Department of Transportation Fiscal Year 2015-16 Revenue Sharing Program For Improvements To East Atlantic Street

WHEREAS, the City of Emporia City Council desires to submit an application for an allocation of funds of up to \$ 284,890 through the Virginia Department of Transportation Fiscal Year 2015-16, Revenue Sharing Program; and,

WHEREAS, \$284,890 of these funds are requested to fund improvements to East Atlantic Street, with scope as described in the executed Project Narrative dated March 20, 2012; and,

NOW, THEREFORE, BE IT RESOLVED THAT: The City of Emporia City Council hereby supports this application for an allocation of \$284,890 through the Virginia Department of Transportation Fiscal Year 2015-16 Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the City of Emporia City Council hereby grants authority for the City Manager to execute project administration agreements for any approved revenue sharing projects.

Adopted: November 18, 2014

By \_\_\_\_\_  
Mary L. Person  
Mayor

Attest:

Form Approved:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**CERTIFICATE**

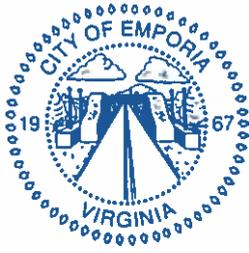
The undersigned City Clerk of the City of Emporia, Virginia, hereby certifies that the foregoing constitutes a true, correct and complete copy of a Resolution adopted by the City Council of the City of Emporia, Virginia on November 18, 2014. I hereby further certify that the Resolution was adopted at the meeting at which it was introduced, said meeting constituted a regularly scheduled meeting and during the consideration of the foregoing Resolution a quorum was present. The vote of the members of the Council upon the foregoing Resolution was as follows:

<u>Member</u>	<u>Present/Absent</u>	<u>Vote</u>
Mary L. Person, Mayor	_____	_____
Carolyn S. Carey	_____	_____
Carol Mercer	_____	_____
James E. Ewing, III	_____	_____
F. Woodrow Harris	_____	_____
Doris T. White	_____	_____
Dale Temple	_____	_____
Deborah D. Lynch	_____	_____

WITNESSED MY HAND and the seal of the City of Emporia, Virginia, this \_\_\_\_ day of November, 2014.

\_\_\_\_\_  
City Clerk, City of Emporia, Virginia

[SEAL]



# CITY OF EMPORIA

## Memorandum

November 14, 2014

**TO:** The Honorable Mayor and City Council  
**FROM:** Brian S. Thrower, City Manager *BST*  
**SUBJECT:** EAGLES Scholarship Initiative – Request by Mayor Person  
**ITEM #:** 14-79

Mayor Person requested the EAGLES Scholarship Initiative be put on tonight's agenda. According to the attached letter, the Southside Virginia Education Center (SVEC) Board of Directors has requested that the Emporia City Council and Greensville County Board of Supervisors each approve \$10,000 in funding for the EAGLES Scholarship Initiative. Graduating seniors from Greensville County High School would be eligible to receive scholarship funds to attend Southside Virginia Community College, should this program move forward. The attached letter states, "The funds would not be needed until July 2015 to fund the Scholarship program. Your approval is needed now, in advance of the normal budgetary process so that the Scholarship program can be announced in the spring and awarded in May to the graduating seniors." The letter also states, "A yearly appropriation by the two governing bodies would go far in fulfilling the higher educational needs of our community." Thus, it appears that the SVEC Board plans on making this an annual request to both governing bodies.

### Recommendation

I do not recommend you approve this request at this time primarily due the fact that you would be violating the Financial Policy Guidelines you just adopted at your October 21, 2014 meeting. Specifically, Financial Policy Guideline #5 under Budget Development Policies (see attached) states, "Budget requests after the budgetary process and adopting of the annual budget shall be considered in the next budget cycle, unless such request is deemed an emergency or provides a material benefit (i.e. grant matching funds or other similar items) that affects the operations of the City government." In my opinion, approving a request from an external organization outside of the normal budgeting process sets bad precedent and is unwise budgeting practice. Should you agree with my recommendation no action is required.

Should you wish to approve this request, I recommend you approve the attached ordinance appropriating \$10,000 into the FY15 General Fund budget from fund balance. The funding would then be sent to Southside Virginia Community College this fiscal year for the scholarship funding requested for July 2015. You could then consider a July 2016 funding request during the FY16 budget development process.

### Attachments

Letter from Southside Virginia Education Center Board of Directors  
Financial Policy Guidelines  
Appropriation Ordinance



## **SOUTHSIDE VIRGINIA EDUCATION CENTER**

September 30, 2014

Honorable City Council  
Honorable Board of Supervisors

Dear Honorable City Council/Board of Supervisors:

In an effort to provide continuing education by Southside Virginia Community College to the graduates of Greensville County High School, the EAGLES Scholarship Initiative (Emporia and Greensville Leads Everyone to Success) has been developed to replace the former CARES program which provided benefits to grades K – 12 for many years. Two years ago the County of Greensville and the City of Emporia appropriated the funds necessary to enable the graduating class at GCHS to enroll in classes at Southside Virginia Community College. The initiative was a great success as 56 high school students matriculated into Southside Virginia Community College.

This initiative would provide the funding to continue the scholarship opportunities through the joint financial efforts of Greensville County and the City of Emporia. These funds are applied to the tuition costs of students only when all other avenues of financial aid have been exhausted.

The Southside Virginia Education Center Board of Directors formally requests that Greensville County and the City of Emporia support this initiative with an annual contribution of \$10,000 each so that we may continue to support the continuing education of the youth in our community. This would possibly allow funding for two semesters. Any remaining funds would then be used for future enrollment periods. A yearly appropriation by the two governing bodies would go far in fulfilling the higher educational needs of our community.

The funds would not actually be needed until July 2015 to fund the Scholarship program. Your approval is needed now, in advance of the normal budgetary process so that the Scholarship program can be announced in the spring and awarded in May to the graduating seniors.

Your consideration of this request is very much appreciated by the SVEC Board of Directors.

Sincerely yours,

**Southside Virginia Education Center Board of Directors**

**Mrs. Louise Tomlinson  
Ms. Debra Davis  
Mrs. Peggy Jones  
Mr. Thomas Slippy  
Mrs. Linda Stainback  
Mr. Moe Ghassemi**

**Mrs. Joyce Booker  
Mr. Chris Johnson  
Mr. Gary Cifers  
Honorable Dale Temple  
Dr. Al Roberts  
Dr. Angela Willson**

**Honorable Mary Person  
Mr. Bernard L. Jones, Sr.  
Mr. John Holtkamp  
Mr. K. D. Whittington  
Dr. Nicholas K. Langlie**

## **GREENSVILLE/EMPORIA SCHOLARSHIP INITIATIVE**

*August 20, 2014*

The Greenville/Emporia Scholarship Initiative is designed to provide continuing education through Southside Virginia Community College to the graduates of Greenville County High School to fulfill the educational needs of the community. Two years ago Greenville/Emporia appropriated the funds necessary to the CARES class sponsored by the localities to fund the education of graduating high school students at the Southside Virginia Education Center. The initiative was a great success as 56 high school students matriculated into Southside Virginia Community College.

This initiative would provide the funding to continue the Scholarship initiative through the joint financial effort of Greenville County, the City of Emporia and the Southside Virginia Community College.

### **Goal**

- Provide continuing education at SVCC to students in the locality upon graduation from high school.

### **Hurdles**

- Funding

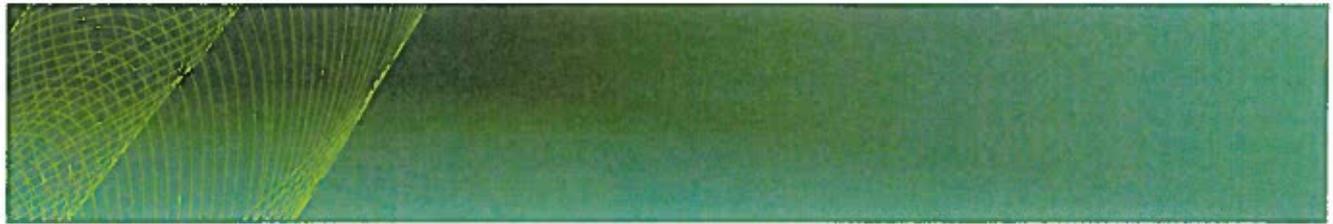
### **Recommended Solutions**

- To obtain a financial commitment from the Greenville County Board of Supervisors and the City Council of Emporia for \$10,000 each on an on-going basis.

The initiative will be amended as the process continues.

**ADOPTED** by the SVEC Board of Directors on this 27<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
K. David Whittington, Chairman



# City of Emporia, VA

## Financial Policy Guidelines



Adopted by City Council  
October 21, 2014

### 3. Budget Development Policies

1. The City will strive to maintain diversified and stable revenue streams to protect the government from problematic fluctuations in any single revenue source and provide stability to ongoing services.
2. Current revenues will fund current expenditures. One-time or other special revenues will not be used to finance continuing City operations but instead will be used for funding special projects.
3. The City will pursue an aggressive policy seeking the collection of delinquent utility, license, permit and other fees due to the City.
4. The City will prepare and annually update a long-range (5 year) financial forecast model utilizing trend indicators and projections of annual operating revenue, expenditures, capital improvements with related debt service and operating costs, and fund balance levels.
5. The City Manager and Director of Finance shall review expenditure and revenue projections quarterly and provide to City Council. The City Manager and Director of Finance will exercise appropriate fiscal management as necessary to live within the limits of the adopted budget. Budget requests after the budgetary process and adoption of the annual budget shall be considered in the next budget cycle, unless such request is deemed an emergency or provides a material benefit (i.e. grant matching funds or other similar items) that affects the operations of the City government.



Ordinance No. \_\_\_\_\_

**Ordinance**

An Ordinance To Appropriate The Sum Of \$10,000.00 For The EAGLES Scholarship Initiative From The Unappropriated Fund Balance Of The General Fund

**BE IT ORDAINED** by the Council of the City of Emporia, Virginia as follows:

- 1. That the sum of \$10,000.00 in funds for the EAGLES Scholarship Initiative be, and the same hereby is, appropriated from the Unappropriated Fund Balance of the General Fund into the City's Operating Budget for Fiscal Year 2014-2015.
- 2. Said appropriation shall be reflected in the Fiscal Year 2014-2015 Operating Budget as the sum of \$10,000.00 appropriated to General Fund Expenditures for the EAGLES Scholarship Initiative, Account Number 66100-5654 EAGLES Scholarship Initiative.
- 3. This ordinance shall be in effect on and after its adoption.

Adopted: November 18, 2014

City of Emporia, Virginia

By \_\_\_\_\_  
Mary L. Person  
Mayor

Attest:

Form Approved:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney



# **CITY OF EMPORIA**

---

---

## **Memorandum**

November 14, 2014

**TO:** Honorable Mayor and City Council Members  
**FROM:** Brian S. Thrower, City Manager  
**SUBJECT:** Farmers Market Advisory Board Expirations – Honorable Doris White/Mike Allen  
**ITEM #:** 14-80

On November 30, 2014 the 4-year terms of Mr. Mike Allen and Council Member Doris White on the City's Farmers Market Advisory Board will expire. Council Member White has stated that she does not wish to be considered for reappointment. Mr. Allen has stated that he does wish to be considered for reappointment.

### **Recommendation**

This information is provided to City Council members for consideration and action.

### **Attachments**

*Current Farmers Market Advisory Roster*

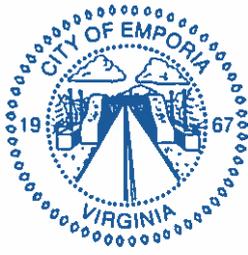
*BST/tsw*

## FARMERS MARKET ADVISORY BOARD

### **Term of Office: 4**

*(Notify Jan Harrell of City Manager Office of updates)*

Nancy Turner 704 N York Drive Emporia, Virginia 23847 (W) 434/348-3645		11/30/16
Doris T. White 501 Gowin Street Emporia, Virginia 23847 (H) 434/634-4085	Council Member	11/30/14
Bill Howell 429 S. Main Street Emporia, Virginia 23847 (W) 434/634-3286		11/30/16
Tia Powell 105 Oaks Street Emporia, Virginia 23847 (H) 434/348-4223		11/30/17
Drexel Pierce 105 Oaks Street Emporia, Virginia 23847 (W) 434/348-4233		11/30/17
Jean Cobb 315 Echols Street Emporia, Virginia 23847 (H) 434/348-3509		11/30/17
Mike Allen 205 Ruritan Drive Emporia, Virginia (C) 434/594-4144		11/30/14
Carrie Moore 406 Southampton Street Emporia, Virginia (H) 434/634-3337		11/30/17



# CITY OF EMPORIA

---

---

## MEMORANDUM

November 14, 2014

**TO:** The Honorable Mayor and City Council  
**FROM:** Brian S. Thrower, City Manager  
**SUBJECT:** City School Board – Term Expirations  
**ITEM:** 14-81

On December 31, 2014, the 4-year terms of Mrs. Denise Parker and Ms. Marva Dunn on the City School Board will expire. A notice will be published in the local newspaper indicating that a public hearing will be conducted on December 2, 2014 concerning this matter. Both individuals have indicated that they do wish to be considered for reappointment.

### **Recommendation**

This is for your information only. No action is required at this time. You will be requested to appoint an individual to this term on December 16, 2014.

### **Attachments**

*Current City School Board Roster*

*BST/tsw*

## CITY SCHOOL BOARD

### **Term of Office: 4 Years**

*(Advertise at least 10 days before Public Hearing. Place on Agenda 2 months in advance of appointment. After appointment, notify Dr. Phillip L. Worrell of the School Board at 434/634-3748. Call Dr. Worrell if scheduling a City School Board Meeting.)*

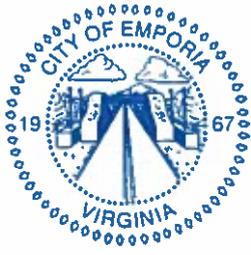
Bernadette Battle 12/31/2017  
207 Lee Street  
Emporia, Virginia 23847  
(H) 434/348-3565

Denise Parker 12/31/2014  
400 East Ave  
Emporia, Virginia 23847  
(H) 434/348-4079  
(C) 434/632-4281

Marva Dunn ~ *City & County* 12/31/2014  
272 Astrio Street  
Emporia, Virginia 23847  
(H) 434/348-3122

## CITY SCHOOL BOARD (*Continued*)

Janey V. Bush ~ *City & County* Chair 12/31/2016  
101 Tall Oaks Drive  
Emporia, Virginia 23847  
(H) 434/634-6060  
(C) 804/731-8372



# CITY OF EMPORIA

---

---

## MEMORANDUM

November 14, 2014

**TO:** The Honorable Mayor and City Council

**FROM:** Brian S. Thrower, City Manager

**SUBJECT:** Greensville County School Board – Term Expiration

**ITEM:** 14-82

On December 31, 2014, Ms. Marva Dunn's four-year term on the Greensville County School Board will expire. A notice will be published in the local newspaper indicating that a public hearing will be conducted on December 2, 2014 concerning this matter. Ms. Dunn has indicated that she does wish to be considered for reappointment.

### **Recommendation**

This is for your information only. No action is required at this time. You will be requested to appoint an individual to this term on December 16, 2014.

### **Attachments**

*Current Greensville County School Board Roster*

*BST/tsw*

## GREENSVILLE COUNTY SCHOOL BOARD

### **Term of Office: 4 Years**

*(Advertise at least 10 days before Public Hearing. Place on Agenda 2 months in advance of appointment.  
After appointment, notify Dr. Phillip L. Worrell of the School Board at 434/634-3748.*

Marva Dunn

12/31/2014

272 Astrio Street

Emporia, Virginia 23847

H) 434/348-3122

Janey V. Bush

12/31/2016

101 Tall Oaks Drive

Emporia, Virginia 23847

(H) 434/634-6060

(C) 804/731-8372