

# COLONIAL HEIGHTS CITY COUNCIL AGENDA

## SPECIAL MEETING CITY HALL

### Council Members

Michael A. Cherry  
Kenneth B. Frenier  
W. Joe Green, Jr.  
John E. Piotrowski  
John T. Wood  
Elizabeth G. Luck, Vice-  
Mayor  
T. Gregory Kochuba,  
Mayor

September 23, 2020

201 James Avenue, Colonial Heights, VA

5:30 PM

1. Call To Order
2. Roll Call
3. Declarations Of Personal Interest
4. Special Meeting On The Following Items:

A. A RESOLUTION NO. 20-50

Authorizing the City Manager to enter into two Highway Safety Grant Agreements with the Virginia Department of Motor Vehicles for the Selective Enforcement – Alcohol project and the Selective Enforcement – Occupant Protection project partially funded by the U.S. Department of Transportation National Highway Traffic Safety Administration.

Documents:

[EX SUMMARY HWY SAFETY GRANTS.PDF](#)  
[DMV HWY SAFETY GRANT - SELECTIVE ENFORCEMENT - ALCOHOL SEP 2020.PDF](#)  
[DMV HWY SAFETY GRANT - SELECTIVE ENFORCEMENT - OCCUPANT PROTECTION SEP 2020.PDF](#)  
[RESOLUTION NO 20-50.PDF](#)

B. A RESOLUTION NO 20-51

Approving the Economic Development Agreement and Memorandum of Agreement between the Economic Development Authority and Lee Hall Plaza, Inc. relating to project development at 401 Temple Avenue; and authorizing the City Manager to sign the Economic Development Agreement as “Seen And Agreed To” on behalf of the City.

Documents:

[EX SUMMARY TEMPLE AVE PROJECT.PDF](#)  
[EDA AGREEMENT FINAL.PDF](#)  
[MEMORANDUM OF AGREEMENT FINAL.PDF](#)  
[A RESOLUTION NO 20-51.PDF](#)

5. Adjournment





## Colonial Heights City Council Meeting Agenda Item Executive Summary

### City Council Meeting

**MEETING TYPE:** City Council Special Meeting

**MEETING DATE:** September 23, 2020

**ITEM:** A RESOLUTION NO 20-50: Authorizing the City Manager to enter into two Highway Safety Grant Agreements with the Virginia Department of Motor Vehicles for the Selective Enforcement – Alcohol project and the Selective Enforcement – Occupant Protection project partially funded by the U.S. Department of Transportation National Highway Traffic Safety Administration.

**DEPARTMENT:** Police

**PROPOSED ACTION:** Approval of Resolution No 20-50

**BACKGROUND:** The City has been awarded two DMV Highway Safety Grants. 1: For the Selective Enforcement – Occupant Protection Grant the amount awarded is \$3,000 with a local match in the amount of \$1,500. 2: For the Selective Enforcement – Alcohol Grant the amount awarded is \$14,466 with a local match in the amount of \$7,233. The combined local match funds for these two grants of \$10,233 will be provided from the Police Department's budget.

The grant agreement requires a resolution, motion, or similar action of the governing body (City Council) authorizing the filing of the application and directing and authorizing the authorized approving official (City Manager) to act in connection with the application and to provide additional information as may be required.

**BUDGET/FINANCIAL IMPACT:**

**Funding for this item was:**  included  not included in the current-year budget  N/A

**RECOMMENDATION:** Approval of Resolution NO. 20-50 authorizing the City Manager to enter into both Highway Safety Grant Agreements as stated above.

**ATTACHMENTS:** Resolution No 20-50; DMV Highway Safety Grant Applications: Selective Focus – Alcohol Grant & Selective Focus- Occupant Protection Grant.

- Staff will be making a detailed presentation on this agenda item at the meeting.
- Staff will provide brief comments and answer questions on this item at the meeting.
- This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*







**Department of Motor Vehicles  
Grant Budget Lines**

Date Run: 10-JUL-2020

154AL-2021 - 51401 - 21401 - Colonial Heights City		PM: Marsha Benjamin	Project Director Initials	Date		
Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Overtime hours 225 @ \$40.00/hr. Saturation patrols and checkpoints	225	40.00	9,000.00	9,000.00	0.00
Training / Travel	Attend a VAHSO approved safety training	1	520.00	520.00	520.00	0.00
Equipment	Purchase of 6 magnetic top power flare sets including cone toppers and cords	6	489.30	2,935.80	2,936.00	0.00
Equipment	Purchase Preliminary Breath Test Devices	6	335.00	2,010.00	2,010.00	0.00
Matching Funds	Vehicle fuel, oil, and maintenance	1	7,233.00	7,233.00	0.00	7,233.00
			<b>Total:</b>	<b>21,698.80</b>	<b>14,466.00</b>	<b>7,233.00</b>

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Subrecipient Name:

Colonial Heights City

Project #:

154AL-2021-51401-21401**STATEMENT OF WORK AND SPECIAL CONDITIONS**

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

## a. List Specific Program Elements:

For October 1, 2020 through December 31, 2020

Estimated 85 number of overtime hours to be usedEstimated 1 number of checkpointsEstimated 7 number of saturation/individual patrols

For January 1, 2021 through March 31, 2021

Estimated 20 number of overtime hours to be usedEstimated 0 number of checkpointsEstimated 4 number of saturation/individual patrols

For April 1, 2021 through June 30, 2021

Estimated 35 number of overtime hours to be usedEstimated 0 number of checkpointsEstimated 5 number of saturation/individual patrols

For July 1, 2021 through September 30, 2021

Estimated 85 number of overtime hours to be usedEstimated 1 number of checkpointsEstimated 5 number of saturation/individual patrols

- b. To conduct a minimum of 0 checkpoints and/or 4 saturation/individual patrols during the mandatory national Click It or Ticket Mobilization period in November 2020 and May 2021. Pre and post survey will be required. Mobilization data must be entered into TREDIS (Traffic Records Electronic Data System).

- c. To conduct a minimum of 2 checkpoints and/or 2 saturation patrols for the mandatory Checkpoint Strikeforce Mobilization periods in December 2020 and August 2021. Mobilization data must be entered into TREDIS.

- d. To have 1 number of sworn officers attend 1 number DMV approved traffic safety-related training events (e.g. DUI Conference, Virginia Highway Safety Summit, Field Sobriety Testing).

- e. Increase number of radar units in active use from N/A to N/A. (If approved, all units must be ordered by December 31, 2020 and put in service by March 31, 2021).

- f. Increase number of breath testing units in active use from 36 to 42. (If approved, all units must be ordered by December 31, 2020 and put in service by March 31, 2021).

Project Director

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Subrecipient Name: Colonia Heights City Project #: 154AL-2021-51401-21401

2. The subrecipient must contribute to the overall State Highway Safety Plan goals:

a. **ALCOHOL**

**STATEWIDE GOAL: Decrease alcohol impaired driving fatalities 7 percent from the 2019 calendar base year of 264 to 245 by December 31, 2021.**

**AGENCY GOAL:**

Check the box or boxes that apply for your agency goal and complete.

To reduce alcohol-impaired driving fatalities from 1 (CY2019) to 0 and reduce serious alcohol-related injuries from 1 (CY2019) to 0 by December 31, 2021.

To maintain **0** alcohol-related fatalities and/or **0** serious alcohol-related injuries.

To assist \_\_\_\_\_ (county/city) in reducing overall alcohol fatalities and serious alcohol-related injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in Checkpoint Strikeforce (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2020 and August 2021) and enter selective enforcement data electronically through TREDS.

c. Subrecipient must participate in the national Click it or Ticket (CIOT) activities (November 2020 and May 2021) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDS.

d. **BASED ON ALCOHOL-RELATED CRASH DATA** (using crash data from VAHSO or other approved local crash information):

60 percent of alcohol selective enforcement activities are to be conducted

between the hours of 3p-4p, 4p-9p, 9p-1159p, 12A-3A

with special emphasis on the following days of the week: Thursday, Friday, Saturday

The remaining 40 percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

e. Enforcement is to be conducted using data-identified problem locations.

f. Grant-funded equipment must be ordered by December 31, 2020 and put in service by March 31, 2021. Documentation concerning use must be maintained.

g. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned dates.

h. Subrecipient must attend all mandatory DMV grant-related trainings.

i. Zero tolerance (no warnings) for alcohol, speed or seat belt violators during grant-funded overtime.

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## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).
2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:
  - A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.
  - B. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

    1. Mail surveys;
    2. Telephone surveys;
    3. Focus groups;
    4. Mall intercept interviews;
    5. Direct mailings;
    6. Call-in centers;
    7. Newspaper polls;
    8. Household interviews;
    9. Before and after approach, which compares system status before and after the introduction of the message; and
    10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.
3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

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Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

**January 31, April 30, July 31, and November 5.**

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

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### Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

### Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

### Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

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The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds, or other resources that would otherwise have been made available for the grant project.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- H. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A Subrecipient that does not have a Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in various parts of 2 CFR Part 200.

- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A matching report must be submitted with each reimbursement voucher and Subrecipient must keep documentation related to matching funds in the project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

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shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

#### **Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

#### **Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

#### **Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such

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revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

#### **Article 7. REPORTING AND NOTIFICATIONS**

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

#### **Article 8. RECORDS**

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

#### **Article 9. INDEMNIFICATION**

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees

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from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 10. DISPUTES AND REMEDIES**

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

**Article 11. TERMINATION**

The Department may terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department terminates the Grant Agreement for cause and informs Subrecipient that the project is terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is terminated immediately; or
- C. The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**Article 12. SUBCONTRACTS**

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

**Article 13. NONCOLLUSION**

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with

Project Director's Initials RW Date 9/10/20

its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

**Article 14. SUBRECIPIENT'S RESOURCES**

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**Article 15. SUBRECIPIENT SEAT BELT USE**

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

**Article 16. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Article 17. PROCUREMENT AND PROPERTY MANAGEMENT**

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

**Article 18. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

**Article 19. RESEARCH ON HUMAN SUBJECTS**

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

**Article 20. ASSIGNMENT**

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

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*RW*

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**Article 21. NONDISCRIMINATION**

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
  2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
  4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
  5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
  7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
  8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
  9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).
- B. The Subrecipient entity –
1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
  2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
  3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate

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and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program.”

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

#### **Article 22. DRUG-FREE WORKPLACE**

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

#### **Article 23. BUY AMERICA ACT**

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The “National Traffic and Motor Vehicle Safety Act of 1966” defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a

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vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

#### **Article 24. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

#### **Article 25. DEBARMENT AND SUSPENSION**

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
  - 2. Have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  - 4. Have not, within a three (3) year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**Article 26. POLITICAL ACTIVITY (HATCH ACT)**

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**Article 27. FEDERAL LOBBYING CERTIFICATION**

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Article 28. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent

Project Director's Initials

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acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

**Article 29. INTERPRETATION AND ENFORCEABILITY**

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

**Article 30. ADDITIONAL PROVISIONS**

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles  
ATTENTION: Director, Virginia Highway Safety Office  
Post Office Box 27412  
Richmond, Virginia 23269-0001

To Subrecipient:

Colonial Heights City.  
Kenya Williams/Douglas Smith  
100-A Highland Ave  
Colonial Heights, VA 23834

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

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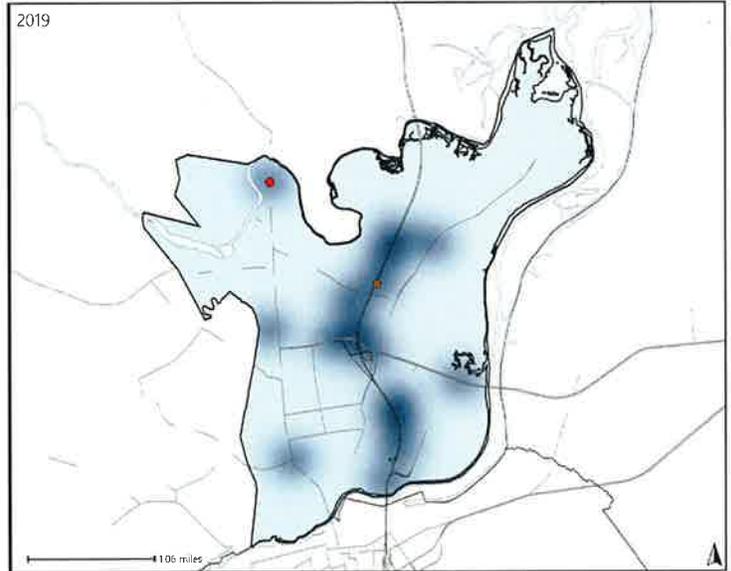
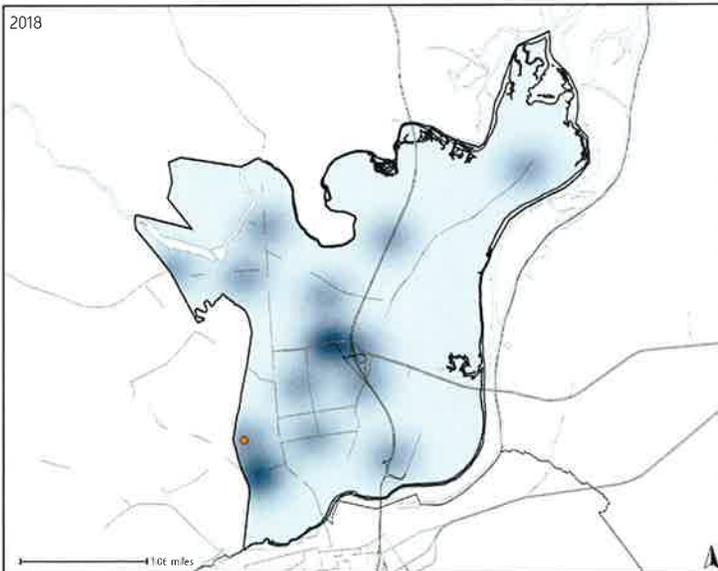
Date

*9/10/20*



### Colonial Heights City Alcohol Crash Statistics

Available Crash Data - Calendar Year	2016	2017	2018	2019
Alcohol Crashes	22	15	16	16
Alcohol Fatal Crashes	3	1		1
Highest Time Period(s)	3:00am - 5:59am 9:00am - 11:59am (66%)	Midnight - 2:59am (100%)	No Alcohol Fatalities	9:00pm - 11:59pm (100%)
Highest Day(s)	Saturday (67%)	Monday (100%)		Saturday (100%)
Highest Month(s)	April • January (66%)	February (100%)		July (100%)
Alcohol Serious Injury Crashes	1		1	1
Highest Time Period(s)	9:00pm - 11:59pm (100%)	No Alcohol Serious Injuries	3:00pm - 5:59pm (100%)	9:00pm - 11:59pm (100%)
Highest Day(s)	Friday (100%)		Friday (100%)	Thursday (100%)
Highest Month(s)	July (100%)		January (100%)	February (100%)
Alcohol Injury Crashes	7	2	5	7
Highest Time Period(s)	3:00am - 5:59am 6:00pm - 8:59pm (58%)	6:00pm - 8:59pm Midnight - 2:59am (100%)	3:00pm - 5:59pm (40%)	3:00pm - 5:59pm 9:00pm - 11:59pm (58%)
Highest Day(s)	Tuesday (29%)	Friday • Tuesday (100%)	Friday (60%)	Saturday (43%)
Highest Month(s)	October • September (58%)	August • January (100%)	August • December (40%)	February (43%)



- Alcohol Fatal Interstate Crashes
- Alcohol Fatal Non-interstate Crashes
- Alcohol Serious Injury Interstate Crashes
- Alcohol Serious Injury Non-interstate Crashes

The blue gradient represents the density of all alcohol crashes



This report was generated by the Center for Geospatial Information Technology

RW

### Colonial Heights City Alcohol Crash Statistics

#### 2018 Fatal Crashes - Calendar Year

No fatal crashes occurred.

#### 2019 Fatal Crashes - Calendar Year

Street	Cross Street	Count
BOULEVARD	BIRCH AVE	1

Mainline crash locations not included in table: 0  
 Intersection crash locations not included in table: 0

#### 2018 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
MERIDIAN AVE	WRIGHT AVE	1

Mainline crash locations not included in table: 0  
 Intersection crash locations not included in table: 0

#### 2019 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
I-95		1

Mainline crash locations not included in table: 0  
 Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

*RW*

**HIGHWAY SAFETY GRANT AGREEMENT**

**Purpose:** Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

**Instructions:** Subrecipients must read the contract, complete all applicable information on the first and last page, initial the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

<b>Subrecipient:</b> Colonial Heights City	<b>Federal Award Identification Number (FAIN):</b> 69A37519300004020VA0
<b>Project Title:</b> Selective Enforcement - Occupant Protection	<b>Project Number:</b> FOP-2021-51428-21428
<b>CFDA Number:</b> 20.600 <b>CFDA Name:</b> State and Community Highway Safety	<b>Grant Award Amount: \$3,000.00</b> Federal Funds Obligated: \$ 3,000.00 Total Federal Funds Obligated: \$ 3,000.00
<b>Period of Performance:</b> From October 1, 2020, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2021. Allow 21 days for the Department to complete its review and signature. <b>FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2021.</b>	<b>Source of funds obligated to this award:</b> U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA)  <b>Date of Award Letter from NHTSA:</b> September 30, 2020

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration. This Highway Safety Grant Agreement (hereinafter "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another: (1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies; (2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies; (3) applicable Federal laws, regulations, and policies; (4) Statement of Work and Special Conditions; (5) General Terms and Conditions; (6) Project Budget; (7) Subrecipient's proposal; and (8) grant award letter.

**Subrecipient certifies that this grant does not include research and development.**

**SIGNATURES OF AUTHORIZED APPROVING OFFICIALS**

**For Subrecipient:**

SERGEANT Renee Walters  
 Name and Title of Project Director (print)

Renee Walters 9/10/2020  
 Signature Date

Subrecipient's DUNS Number 010043883

Does your locality/legal entity expend \$750,000 or more annually in total federal funds? (check one)  Yes  No

\_\_\_\_\_  
 Name and Title of Authorized Approving Official (print)

\_\_\_\_\_  
 Signature Date

**For Virginia Department of Motor Vehicles:**

John Saunders  
 Director, Virginia Highway Safety Office (print)

\_\_\_\_\_  
 Signature Date

RW





Department of Motor Vehicles  
Grant Budget Lines

Date Run: 10-JUL-2020

FOP-2021 - 51428 - Colonial Heights City		PM: Marsha Benjamin	Project Director Initials _____	Date _____		
Category	Line Item Desc	Qty	Individual Cost	Total Cost	Fed Fund Amount	Matching Funds
Personnel	Officers to work saturation patrols to address unbelted drivers and reduce unbelted crashes.	75	40.00	3,000.00	3,000.00	0.00
Matching Funds	In-Kind Match, fuel and vehicle maintenance for vehicles used for traffic safety efforts	1	1,500.00	1,500.00	0.00	0.00
<b>Total:</b>			<b>4,500.00</b>	<b>3,000.00</b>	<b>3,000.00</b>	<b>.00</b>

RW



Subrecipient Name:

Colonial Heights City

Project #:

FOP-2021-51428-21428**STATEMENT OF WORK AND SPECIAL CONDITIONS**

1. Goals and Specific Program Elements. The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

## a. List Specific Program Elements:

For October 1, 2020 through December 31, 2020

Estimated 25 number of overtime hours to be usedEstimated      number of checkpointsEstimated 5 number of saturation/individual patrols

For January 1, 2021 through March 31, 2021

Estimated 10 number of overtime hours to be usedEstimated      number of checkpointsEstimated 2 number of saturation/individual patrols

For April 1, 2021 through June 30, 2021

Estimated 25 number of overtime hours to be usedEstimated      number of checkpointsEstimated 5 number of saturation/individual patrols

For July 1, 2021 through September 30, 2021

Estimated 15 number of overtime hours to be usedEstimated      number of checkpointsEstimated 3 number of saturation patrols

- b. To conduct a minimum of 0 checkpoints and/or 4 saturation/individual patrols during the national mandatory Click It or Ticket Mobilization period in November 2020 and May 2021. Pre and post survey will be required. Mobilization and survey data must be entered into Traffic Records Electronic Data System (TREDS).
- c. To conduct a minimum of 0 checkpoints and/or 2 saturation patrols for the mandatory Checkpoint Strikeforce Mobilization periods in December 2020 and August 2021. Mobilization data must be entered into TREDS.
- d. To have 0 number of sworn officers attend 0 number DMV approved traffic safety related training events (e.g. Virginia Highway Safety Summit, Small Agency Symposium).
- e. Increase number of radar units in active use from N/A to N/A. (If approved, all units must be ordered by December 31, 2020 and put in service by March 31, 2021).
- f. Increase number of breath testing units in active use from N/A to N/A. (If approved, all units must be ordered by December 31, 2020 and put in service by March 31, 2021).

Project Director

Initial

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Date

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Subrecipient Name: Colonial Heights City Project #: FOP-2021-51428-21428

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **OCCUPANT PROTECTION**

**STATEWIDE GOAL: Decrease unrestrained passenger vehicle occupant fatalities in all seating positions 5 percent from the 2019 calendar base year of 299 to 283 by December 31, 2021.**

**AGENCY GOAL:**

Check the box or boxes that apply for your agency goal and complete.

To reduce unrestrained passenger vehicle occupant fatalities from \_\_\_\_\_ (CY2019) to \_\_\_\_\_ and reduce serious unrestrained related injuries from \_\_\_\_\_ (CY2019) to \_\_\_\_\_ by December 31, 2021.

To maintain **0** unrestrained fatalities and/or **0** serious unrestrained injuries.

To assist \_\_\_\_\_ (county/city) in reducing overall unrestrained fatalities and serious unrestrained injuries. (To be used by towns that do not have any fatalities and/or serious injuries.)

b. Subrecipient must participate in the national Click it or Ticket (CIOT) activities (November 2020 and May 2021) to include pre and post seatbelt surveys and submit selective enforcement and survey data electronically through TREDS.

c. Subrecipient must participate in Checkpoint Strikeforce (CPSF)/Drive Sober or Get Pulled Over (DSOGPO) Mobilizations (December 2020 and August 2021) and enter selective enforcement data electronically through TREDS.

d. **BASED ON UNRESTRAINED OCCUPANT CRASH DATA** (using crash data from VAHSO or other approved local crash information):

60 percent of occupant protection selective enforcement activities are to be conducted between the hours of 9AM-1159AM, 3pm-6pm, 6pm-9pm, 9pm-1159pm with special emphasis on the following days of the week: Sunday, Monday, Thursday  
The remaining 40 percent of selective enforcement hours may must be scheduled during other DMV approved identified high-crash time periods.

e. Grant-funded equipment must be ordered by December 31, 2020 and put in service by March 31, 2021. Documentation concerning use must be maintained.

f. Subrecipient must submit a completed monitoring report (TSS 14-A) to their DMV Project Monitor by specific assigned dates.

g. Subrecipient must attend all mandatory DMV grant-related trainings.

h. Zero tolerance (no warnings) for alcohol, speed or seat belt violators during grant-funded overtime.

Project Director RW Initial 9/10/20 Date

## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Purpose and Background. The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).

2. Paid Media. Grants consisting of \$100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Grant Period. The level of assessment is based on the cost of a paid advertising campaign as follows:

A. Level 1, for a paid advertising campaign of up to \$100,000:

At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

B. Level 2, for a paid advertising campaign **greater than** \$100,000:

In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

1. Mail surveys;
2. Telephone surveys;
3. Focus groups;
4. Mall intercept interviews;
5. Direct mailings;
6. Call-in centers;
7. Newspaper polls;
8. Household interviews;
9. Before and after approach, which compares system status before and after the introduction of the message; and
10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message.

3. Equipment. Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of any and all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the

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Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. Reports and Deliverables. Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

**January 31, April 30, July 31, and November 5.**

Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

Monitoring. The Department shall, throughout the Grant Period under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. Audit. A Subrecipient expending \$750,000 or more in Federal awards (single or multiple awards) in a year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV by **March 15**. Subrecipient is encouraged to submit their audit report to the Federal Audit Clearinghouse (FAC) at <http://harvester.census.gov/sac/>. Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. Closeout. Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

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### Article 1. COMPLIANCE WITH LAWS

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

### Article 2. STANDARD ASSURANCES

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees.
- F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.
- H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

### Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

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The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of Federal or Department funds to support personnel or an activity already supported by local or State funds, or other resources that would otherwise have been made available for the grant project.
- F. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.
- G. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.
- H. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federally negotiated indirect cost rate. A Subrecipient that does not have a Federally negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of 10% of modified total direct costs (2 CFR § 200.414(f)). Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

Indirect cost references and information can be found in various parts of 2 CFR Part 200.

- I. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. **A matching report must be submitted with each reimbursement voucher and Subrecipient must keep documentation related to matching funds in the project file.**
- J. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Grant Period or **November 5**.

All grant funds must be encumbered by the end of the grant period (**September 30**), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds

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shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- K. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- L. Grant Agreements supported with Federal or State funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- M. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

#### **Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination.

#### **Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

#### **Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such

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revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

#### **Article 7. REPORTING AND NOTIFICATIONS**

Subrecipient shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

#### **Article 8. RECORDS**

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

#### **Article 9. INDEMNIFICATION**

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees

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from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 10. DISPUTES AND REMEDIES**

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

**Article 11. TERMINATION**

The Department may terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- A. The Department terminates the Grant Agreement for cause and informs Subrecipient that the project is terminated immediately; or
- B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is terminated immediately; or
- C. The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- D. There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**Article 12. SUBCONTRACTS**

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

**Article 13. NONCOLLUSION**

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with

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its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

**Article 14. SUBRECIPIENT'S RESOURCES**

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**Article 15. SUBRECIPIENT SEAT BELT USE**

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

**Article 16. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Article 17. PROCUREMENT AND PROPERTY MANAGEMENT**

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

**Article 18. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

**Article 19. RESEARCH ON HUMAN SUBJECTS**

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

**Article 20. ASSIGNMENT**

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

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**Article 21. NONDISCRIMINATION**

- A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:
1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;
  2. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
  4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
  5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
  7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;
  8. **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
  9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).
- B. The Subrecipient entity –
1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
  2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
  3. Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate

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and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program.”

- C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

## **Article 22. DRUG-FREE WORKPLACE**

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

## **Article 23. BUY AMERICA ACT**

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of \$5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The “National Traffic and Motor Vehicle Safety Act of 1966” defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a

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vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

**Article 24. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- A. Subrecipient agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with Federal funds. In this regard, Subrecipient shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- B. Subrecipient and any subcontractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of agreements funded in whole or in part with Federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

**Article 25. DEBARMENT AND SUSPENSION**

- A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;
  - 2. Have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  - 4. Have not, within a three (3) year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.
- B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.
- C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.
- D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.
- E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**Article 26. POLITICAL ACTIVITY (HATCH ACT)**

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**Article 27. FEDERAL LOBBYING CERTIFICATION**

Subrecipient certifies to the best of his or her knowledge and belief that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.
- D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Article 28. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent

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acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

**Article 29. INTERPRETATION AND ENFORCEABILITY**

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

**Article 30. ADDITIONAL PROVISIONS**

- A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department: Virginia Department of Motor Vehicles  
 ATTENTION: Director, Virginia Highway Safety Office  
 Post Office Box 27412  
 Richmond, Virginia 23269-0001

To Subrecipient:

Colonial Heights City  
Renee Walters Douglas Smith  
100-A Highland Ave.  
Colonial Heights, VA 23834

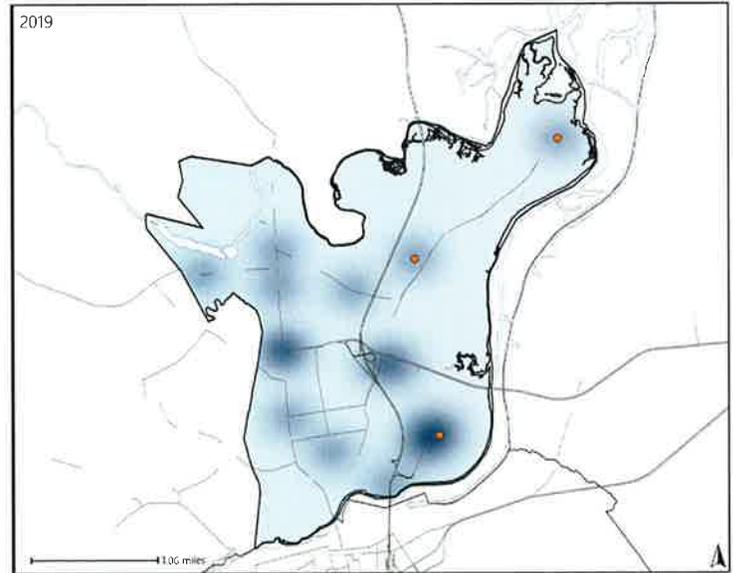
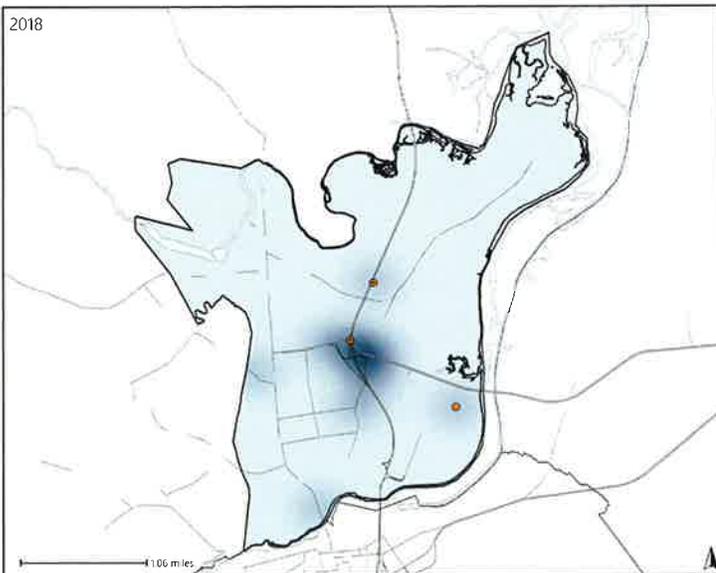
Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.

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### Colonial Heights City Unrestrained Crash Statistics

Available Crash Data - Calendar Year	2016	2017	2018	2019
Unrestrained-Related Crashes	11	6	12	16
Unrestrained-Related Fatal Crashes (fatalities)	<b>3 (3)</b>	<b>No Unrestrained Fatalities</b>	<b>No Unrestrained Fatalities</b>	<b>No Unrestrained Fatalities</b>
Highest Time Period(s)	3:00am - 5:59am 3:00pm- 5:59pm (66%)			
Highest Day(s)	Saturday (67%)			
Highest Month(s)	January • March (66%)			
Unrestrained-Related Serious Injury Crashes (injuries)	<b>1 (1)</b>	<b>No Unrestrained Serious Injuries</b>	<b>3 (4)</b>	<b>3 (3)</b>
Highest Time Period(s)	3:00pm- 5:59pm (100%)		6:00pm - 8:59pm 9:00am - 11:59am (66%)	3:00pm - 5:59pm 9:00pm - 11:59pm (66%)
Highest Day(s)	Sunday (100%)		Sunday • Thursday (66%)	Monday • Thursday (66%)
Highest Month(s)	November (100%)		August • December (66%)	July • May (66%)
Unrestrained-Related Injury Crashes (injuries)	<b>8 (10)</b>	<b>6 (6)</b>	<b>12 (14)</b>	<b>16 (18)</b>
Highest Time Period(s)	3:00am - 5:59am 6:00pm- 8:59pm (50%)	3:00am - 5:59am 3:00pm- 5:59pm (34%)	6:00pm - 8:59pm (33%)	3:00pm - 5:59pm (31%)
Highest Day(s)	Sunday • Thursday (50%)	Tuesday (33%)	Sunday (33%)	Saturday (25%)
Highest Month(s)	December • November (50%)	June (33%)	March • October (50%)	April • August (24%)



- Unrestrained-Related Fatal Interstate Crashes
- Unrestrained-Related Serious Injury Interstate Crashes
- Unrestrained-Related Fatal Non-interstate Crashes
- Unrestrained-Related Serious Injury Non-interstate Crashes

The blue gradient represents the density of all unrestrained-related crashes.

RW

## Colonial Heights City Unrestrained Crash Statistics

### 2018 Fatal Crashes - Calendar Year

No fatal crashes occurred.

### 2019 Fatal Crashes - Calendar Year

No fatal crashes occurred.

### 2018 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
I-95		2
CHARLES H DIMMOCK	JENNICK DR	1

Mainline crash locations not included in table: 0  
 Intersection crash locations not included in table: 0

### 2019 Serious Injury Crashes - Calendar Year

Street	Cross Street	Count
CHARLES H DIMMOCK PKWY		1
DUNSTON PKWY		1
SCHOOL AVE		1

Mainline crash locations not included in table: 0  
 Intersection crash locations not included in table: 0

Locations with equal crash counts are listed in random order in table and single crash locations may not be listed.

RW

A RESOLUTION NO. 20-50

Authorizing the City Manager to enter into two Highway Safety Grant Agreements with the Virginia Department of Motor Vehicles for the Selective Enforcement – Alcohol project and the Selective Enforcement – Occupant Protection project partially funded by the U.S. Department of Transportation National Highway Traffic Safety Administration.

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

1. That Douglas E. Smith, City Manager, is hereby authorized to enter into two Highway Safety Grant Agreements with the Virginia Department of Motor Vehicles, which are partially funded by the U.S. Department of Transportation National Highway Traffic Safety Administration. The Council authorizes the filing of the applications for the Highway Safety Grants, including all understandings and assurances contained therein; and Douglas E. Smith is authorized and directed to act in connection with the applications and to provide additional information as may be required. The grants will provide funds for personnel, training, and equipment for the Colonial Heights Police Department to aid in reducing the number of alcohol-related crashes as well as reducing the number of unbelted drivers and unbelted crashes in the City. Copies of such Grant Agreements are attached hereto and made a part of this Resolution.

2. That this resolution shall be in full force and effect upon approval.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

\*\*\*\*\*

I certify that the above resolution was:

Adopted on \_\_\_\_\_.

Ayes: \_\_\_\_\_. Nays: \_\_\_\_\_. Absent: \_\_\_\_\_. Abstain: \_\_\_\_\_.

The Honorable Michael A. Cherry, Councilman: \_\_\_\_\_.

The Honorable Kenneth B. Frenier, Councilman: \_\_\_\_\_.

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

The Honorable John E. Piotrowski, Councilman: \_\_\_\_\_.

The Honorable John T. Wood, Councilman: \_\_\_\_\_.

The Honorable Elizabeth G. Luck, Vice Mayor: \_\_\_\_\_.

The Honorable T. Gregory Kochuba, Mayor: \_\_\_\_\_.

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

Approved as to form:

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



## Colonial Heights City Council Meeting Agenda Item Executive Summary

### City Council Meeting

**MEETING TYPE:** City Council Special Meeting

**MEETING DATE:** September 23, 2020

**ITEM:** A RESOLUTION NO. 20-51: Approving the Economic Development Agreement and Memorandum of Agreement between the Economic Development Authority and Lee Hall Plaza, Inc. relating to project development at 401 Temple Avenue; and authorizing the City Manager to sign the Economic Development Agreement as "Seen And Agreed To" on behalf of the City.

**DEPARTMENT:** City Manager/Economic Development

**PROPOSED ACTION:** Approval of Resolution No. 20-51

**BACKGROUND:** An Economic Development Agreement between the Economic Development Authority (EDA) and Lee Hall Plaza, Inc. and a separate Memorandum of Agreement (which is referenced in the first agreement) between the EDA and Lee Hall Plaza, Inc. are attached. The Economic Development Agreement is related to development at 401 Temple Avenue and associated economic development incentives. Resolution No. 20-51 provides for City Council approval of both documents and provides authorization for the City Manager to sign the EDA agreement on behalf of the City.

**BUDGET/FINANCIAL IMPACT:**

**Funding for this item was:**  included  not included in the current-year budget  N/A

**RECOMMENDATION:** Approval of Resolution NO. 20-51.

**ATTACHMENTS:** Resolution No. 20-51; Economic Development Agreement and Memorandum of Agreement.

- Staff will be making a detailed presentation on this agenda item at the meeting.
- Staff will provide brief comments and answer questions on this item at the meeting.
- This is a routine procedural item and no presentation is planned for the meeting.

*Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.*

## **ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement ("Agreement") is entered into and effective as of September \_\_\_\_, 2020 (the "Agreement Date"), by and among Lee Hall Plaza, Inc., a Virginia corporation and its assigns (the "Company"), and the Economic Development Authority of the City of Colonial Heights, Virginia, a Virginia political subdivision (the "Authority"), to describe the agreement between the parties about the Authority's economic development incentives to assist the Company in redevelopment of the property known as 401 Temple Avenue (as further described below, the "Site") in the City of Colonial Heights, Virginia (the "City").

WHEREAS, the City is authorized pursuant to Section 15.2-953 of the Code of Virginia of 1950, as amended (the "Virginia Code"), to make donations and appropriations of money to the Authority for the purposes of promoting economic development, and the Authority is authorized pursuant to Section 15.2-4905(12) and (13) of the Virginia Code, to accept such contributions, grants and other financial assistance from the City, and to make grants to any person, partnership, association, corporation, business or governmental entity for the purposes of promoting economic development; and

WHEREAS, the Authority is vitally interested in the economic welfare of City citizens and the creation and maintenance of sustainable jobs, and it wishes to stimulate investment in the City to provide economic growth and development opportunities; and

WHEREAS, the redevelopment of the Site will benefit the City, and the Authority has offered economic development incentives to induce the Company to redevelop the Site as provided in this Agreement; and

WHEREAS, in connection with redeveloping the Site, the Company is willing to make certain improvements on or about the Site as a result of the Authority's economic development incentives; and

WHEREAS, the Company intends to invest approximately \$6,000,0000 in its redevelopment of the Site, and Tax Revenues from the Site in the five (5) years following completion of the Project are expected to exceed \$1,600,000. NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. **DEFINITIONS.** The following terms shall be defined as follows:

"Director" means the Director of Finance for the City.

"First Full Taxable Year" means the first full tax year (January 1 - December 31) subsequent to the year of completion of the applicable Phase of the Project. The parties anticipate completion of the first Phase of the Project in calendar year 2022. Subsequent Taxable Years shall run

in twelve-month increments following the First Full Taxable Year for each Phase.

"Grant" or "Grants" means the economic development incentive grants provided by the Authority from time to time hereunder and consisting solely of the amount of the Tax Revenue to be paid to the Company pursuant to the terms of this Agreement.

"Payment Period" means the First Full Taxable Year and the succeeding full tax years until the Total Grant Amount is paid as provided by the provisions of Section III(E).

"Project" means the work and improvements, as applicable, to occur in two Phases as described in Exhibit A to this Agreement.

"Site" means 401 Temple Avenue, Colonial Heights, Virginia as more particularly depicted as Parcels 1, 2, 3, and 4 on Exhibit B (to include tax parcels divided into two Phases).

"Tax Period" means the six-month period (either January 1 to June 30 or July 1 to December 31) for which Tax Revenues will be computed for a Grant payment. See Exhibit C.

"Tax Revenue" means the sum of Business, Professional, and Occupational License taxes; meals taxes and ad valorem personal and real property taxes generated at, or otherwise arising from or related to, the Site and paid to the City, directly or indirectly, in a Tax Period for which the Company is entitled to a Grant hereunder. Tax Revenue shall not include any other taxes. The Director will determine the amount of Tax Revenue using the best available information, which may include confidential information that cannot be disclosed without taxpayer consent.

II. CONSTRUCTION OF PROJECT. In return for the Grants to be provided by the Authority under this Agreement, the Company agrees as follows:

A. The Company will construct the Project in accordance with the Project conditions in Exhibit A and with the plans submitted to and approved by the City's Planning and Community Development Department and Department of Public Works and in accordance with the site plan provisions in the Colonial Heights City Code, such approval not to be unreasonably withheld, conditioned or delayed.

B. The Planning and Community Development Department and the Department of Public Works in good faith consultation with the Project's general contractor, shall verify substantial completion of each Phase of the Project to City standards before any Grants applicable to such Phase are paid, such verification not to be unreasonably withheld, conditioned or delayed and as evidenced by certificates of occupancy issued by the City for such Phase of the Project.

III. PAYMENT OF GRANTS. The Authority will pay Grants to the Company as follows:

A. Beginning in the First Full Taxable Year for each Phase of the project, Company may submit a written request for a Grant after the end of each Tax Period shown on Exhibit C. The Company shall provide a completed W-9 form to the Authority with its first written request for a Grant.

B. The Company shall make reasonable efforts to provide the Director written consent for disclosure of confidential tax information to the Director from each entity at the Site whose taxes are to be included in the determination of Tax Revenue and have not volunteered such information to the City. In the event such information is not forthcoming from an entity, the City will approximate the required information based upon prior year sales information or other reasonable estimation procedures.

C. The Director shall make a good faith determination of the Tax Revenue for each tax year.

D. The Authority shall pay the Company a Grant equal to the amount of Tax Revenue for the relevant Tax Period up to the maximum amount for the Tax Periods for the applicable Phase as shown in Exhibit C. The Grant amounts will vary based on the amount of Tax Revenue generated and paid during each applicable Tax Period. For the January 1 to June 30 Tax Period, the Grant payment shall be paid to the Company no later than the end of August following completion of the Tax Period. For the July 1 to December 31 Tax Period, the Grant payment shall be paid to the Company no later than the end of February following completion of the Tax Period.

E. The Authority will pay a Grant for each Tax Period until the Authority has paid the Company Grants up to an aggregate maximum of \$1,600,000.00 ("Total Grant Amount"). The Authority will not pay Grants for Tax Revenue for any tax year in which there is no Tax Revenue and will not pay Grants in excess of the maximum amount for the Tax Periods or Phases as shown in Exhibit C; provided, however, that if the City fails to appropriate funds to the Authority for the purpose of making Grant payments hereunder, the Payment Period shall be extended for as long as the City's failure to make such appropriation continues, until the Total Grant Amount is paid to the Company.

IV. INDEMNIFICATION. The Company will defend, indemnify, and hold harmless the Authority and the City, and their officers and employees (the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Company or the Company's contractors, subcontractors, and agents in their performance under this Agreement. However, this obligation shall not apply to (1) third party claims solely arising out of a grossly negligent act or omission of the Authority or the City, (2) third party claims against the City or Authority regarding the legality of this Agreement, the Grants, or appropriations of Tax Revenue. The Company's indemnification obligation shall survive termination of this Agreement.

V. TERMINATION OF AGREEMENT. This Agreement shall terminate (1) upon the written agreement of the parties and any Bank, as defined below, of which the Authority has received

notice, or (2) upon the Authority's payment of the Total Grant Amount, whichever comes first. After termination of the Agreement, the parties will have no further obligations to each other except for the following, which survive termination: (i) the Company's indemnification obligation under Section IV; (ii) the obligation to pay the Company accrued but unpaid Grants; and (iii) the Company's compliance with the restrictions on Prohibited Uses discussed in Section VIII. H. of this Agreement and listed in Exhibit D.

## VI. ASSIGNMENTS.

A. The Company may assign this Agreement or any portion thereof, or any funds due to it under this Agreement, including the receipt of Grants or its rights thereto, only to (i) any wholly-owned subsidiary or affiliate of Company or to any successor in interest with respect to fee simple title to the Project or Site, or (ii) any third-party lending institution or its affiliates financing the Project (the "Bank"), the Authority acknowledging that the Bank is making a loan to the Company to facilitate completion of the Project. The Authority and Company agree that upon receipt of notice from the Bank that an event of default by the Company has occurred and is occurring under the Company's loan instruments with the Bank for the financing of the Project, the Authority shall pay Grants due and owing hereunder directly to or at the direction of the Bank rather than the Company. In the event of such assignment, the Company will remain ultimately responsible for the performance of its obligations under this Agreement, subject to the following Section VI(B). In the event of a foreclosure by the Bank under its deed of trust, the Bank shall have the right to advertise and sell the Project or Site subject to the benefits and burdens of this Agreement and in such event, the purchaser at foreclosure shall be entitled to the Grants, provided such purchaser has completed the Project in accordance with the terms of this Agreement.

B. Upon any permitted assignment of this Agreement, the Bank or any other assignee of this Agreement has the right of third party enforcement of the Company's rights under this Agreement, and the Bank or other assignee of this Agreement may enforce the Company's rights pursuant to such permitted assignment with the same force and effect as if enforced by Company. Upon such assignment, the Bank or other assignee of this Agreement may, but shall not be required to, perform the obligations of the Company hereunder. If the Bank or other assignee of this Agreement undertakes in writing to perform the obligations of the Company after assignment of this Agreement, the Authority will accept its performance in lieu of performance by the Company in satisfaction of the Company's obligations under this Agreement.

## VII. GRANTS SUBJECT TO APPROPRIATIONS; DISCLAIMER.

A. The Authority's obligation to make Grant payments to the Company is subject to the Authority's receipt of appropriations from the City sufficient to make such payments. The Authority agrees to use its best efforts to secure the necessary appropriations from the City.

B. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the Authority or the City within the meaning of any constitutional debt

limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the Authority or City within the meaning of the Virginia Constitution. This Agreement shall not directly or indirectly obligate the Authority or the City for any fiscal year in which this Agreement shall be in effect nor to make any payments beyond those appropriated in the sole discretion of the City and the Authority. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Authority or the City's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any future Authority Board. To the extent of any conflict between this section and any other provision of this Agreement, this section takes priority.

C. In the event that the City does not appropriate sufficient amounts for the Authority to fulfill its obligations hereunder, the Payment Period shall be extended until the City makes such appropriation to the Authority for the purpose of making Grant payments hereunder.

VIII. MISCELLANEOUS.

A. Governing Law. The law of the Commonwealth of Virginia shall govern this Agreement, and the exclusive venue for actions regarding this Agreement shall be the Colonial Heights Circuit Court.

B. Communications. Any communication under this Agreement shall be sufficiently given when delivered by hand or by certified mail, postage prepaid, as follows:

a. If to the Company: Daniel Hargett  
Lee Hall Plaza, Inc.  
2800 Patterson Avenue, Suite 200  
Richmond, VA 23221

With a copy to: Peake Law Group, PC  
Attn: Tonia E. Peake, Esq.  
14241 Midlothian Tnpk, Ste 216  
Midlothian, VA 23113

b. If to the Authority: Douglas E. Smith  
City Manager  
P. O. Box 3401  
Colonial Heights, VA 23834

c. With a copy to: City Attorney  
P. O. Box 3401  
Colonial Heights, VA 23834

C. Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties and may not be changed except in writing signed by both parties. The Authority acknowledges that the Company's loan instruments with the Bank for the financing of the Project place

restrictions on the Company's ability to enter into amendments to this Agreement and accordingly the Authority shall not enter into any such amendments without evidence that the Bank has consented to same or that such consent is not required.

D. Binding Effect. This Agreement is binding upon the parties and their respective successors and assigns.

E. Force Majeure. Any delay in performance shall not be a breach of this Agreement if such delay has been caused by or is the result of acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the party whose performance is delayed. Such party shall give prompt notice to the other party of the cause for delay and shall take reasonable steps to resume performance as soon as possible. The time for performance shall be extended for a period equal to the period of delay due to the reasons set forth in this paragraph; provided however, that Force Majeure shall not excuse or delay the payment of monetary obligations hereunder.

F. Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid, then (a) such holding shall not invalidate any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms shall constitute the parties' entire agreement.

G. Attorney's Fees. Attorney's fees shall not be recoverable by the prevailing party in the event this Agreement is subject to litigation.

H. Site Declaration. Following the Company's acquisition of fee simple title to the Site, the Company agrees to record in the land records of the Circuit Court, City of Colonial Heights, Virginia, a Declaration of Easements, Covenants and Restrictions which, *inter alia*, will provide for cross access, installation and operation of utilities, and restrictive covenants as deemed reasonably necessary or desirable by the Company to facilitate the development and operation of the Site (the "Declaration"). The Declaration's restrictive covenants shall prohibit use of the Site for any of the uses described in Exhibit D attached hereto (the "Prohibited Uses"), the parties hereto understanding that the Prohibited Uses shall be for the sole benefit of the Authority and the City (and therefore may be waived only by a written instrument executed by the Authority and the City). No Grant shall be paid under this Agreement until the Declaration of Easements, Covenants and Restrictions is recorded as described above.

I. Memorandum of Agreement. Simultaneous with the Company's acquisition of fee simple title to the Site, the Company shall record in the land records of the Circuit Court, City of Colonial Heights, Virginia, a Memorandum of Agreement reflecting the Company's obligation under this Agreement to record the Declaration and Prohibited Uses against the Site, which shall provide notice to and be binding upon successors in interest to fee simple title to the Site and run with the land.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly authorized and executed as set forth below.

COMPANY:

LEE HALL PLAZA, INC., a Virginia corporation

By: \_\_\_\_\_  
Daniel Hargett, Vice President

AUTHORITY:

ECONOMIC DEVELOPMENT AUTHORITY  
OF THE CITY OF COLONIAL HEIGHTS, VIRGINIA, a Virginia political subdivision

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

SEEN AND AGREED:

CITY OF COLONIAL HEIGHTS, VIRGINIA, a Virginia political subdivision

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

## **Exhibit A**

### **Description of the Project**

The Project shall occur in two Phases as outlined on Exhibit B. The following Project conditions apply and shall be deemed complete as applicable to each Phase upon the City's issuance of certificates of occupancy for any improvements located on each applicable Phase.

### **Landscaping**

- Shall be in general conformance with a landscaping plan the Company shall design to provide adequate screening for adjacent properties. This shall include a combination of trees and bushes to provide a natural screen along the rear of the property adjacent to residential homes and shall meet the requirements of City Code §286-512.02 and §286-512.04.
- Each user must submit a professional landscape plan for review and approval by the Company as part of their site plan package. These plans will provide consistent landscape design throughout multi-parcel development and shall be in accordance with the Colonial Heights City Code and with the Project conditions included in this Exhibit A.
- Landscape islands shall be constructed with 6" curb or curb & gutter. The Development shall meet the requirements of City Code §286-512.20 & §286-512.24
- All lawn areas shall have a healthy stand of grass within 3 months of business opening date.
- All perimeter areas of parking areas shall have a complimentary mix of trees, shrubs, and planting beds that highlight and enhance each parking area and shall meet the requirements of City Code §286-512.12.
- Each outparcel shall have an irrigation system to ensure landscaping remains in good health.

### **Site Lighting**

- All Site Lighting Pole Bases will follow same detail with concrete bases being 24" in diameter and 3' above finish grade. This will be detailed on all site plans.
- Site Lighting Poles are to be no taller than 25' above finish grade.
- Site Lighting Poles and fixtures shall be same color throughout development and on ALL parcels (Dark Bronze).
- All users shall submit a photometric plan as part of their site plan approval process with 0 foot candle requirement at the property line. Lighting will incorporate dark sky friendly features.

### **Building Materials/Design**

- All buildings within the development shall be designed so that the exterior elevation of each shall be aesthetically compatible.
- Building Height(s) will be limited to 45' in height as measured from finish floor (FFE) to highest point on the building excluding any architectural elements such as roof embellishments.
- All Rooftop Equipment installed on any of the buildings within the development shall be screened in a manner that shields such equipment from view at the boundary of user's property line. All HVAC equipment shall meet the requirements of City Code §286-512.08(D).
- Buildings will be constructed to incorporate materials that are primarily Masonry or EIFS. Buildings will incorporate exterior stone and/or brick accent work where possible. No building

facade (whether front, side, or rear) shall consist of architectural materials that differ in composition, appearance, or detail from any other facade of the same building. This is not to preclude the use of varying materials on different facades, but to preclude the use of inferior materials on sides facing adjoining properties or that may impact pedestrian activity or future use of adjacent properties. No portion of a building shall be constructed of unadorned cinder block, corrugated or sheet metal, or other semi-permanent materials.

- Each outparcel user is required to submit preliminary exterior elevations to the Company for preliminary review (showing height, design, and colors), and shall ensure that such elevations comply with this Exhibit A and the Colonial Heights City Code.
- Dumpsters shall have screening constructed of the building materials previously specified herein and shall meet the requirements of City Code §286-512.08(C).
- Electric car charging station is highly encouraged and will be considered for installation.

### **Public Improvements on Hamilton Avenue**

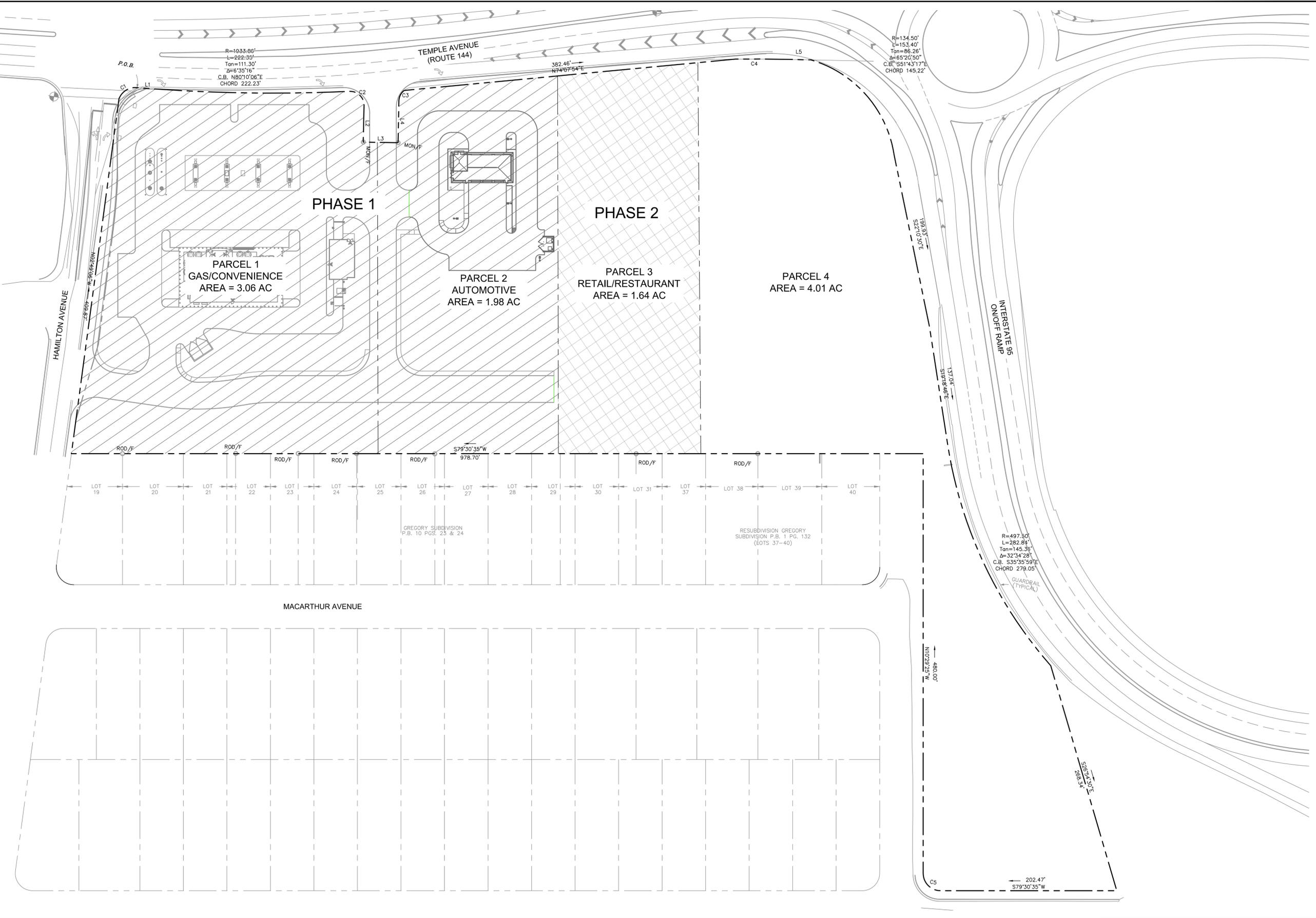
- If the developer chooses to utilize the results of the traffic study submitted for the previous planned, but ultimately canceled, development (Kroger), a memo will be submitted to the City by a licensed professional engineer providing verification that the proposed development will produce equal or less traffic than Kroger's traffic analysis study.
- Based on the study, roadway improvements may be needed on Hamilton Avenue. If the Company chooses to follow the traffic study produced for the Kroger development, roadway improvements similar to the previously approved RKK plans will need to be installed.
- Sidewalk will be installed on the east side of Hamilton Avenue.

### **Pedestrian Access within Development**

- Any internal access roadways within the development shall have dedicated pedestrian access from Hamilton Avenue to include a sidewalk, to provide access to all developed parcels, on the back side of the site next to the buffer for the adjacent neighborhood.
- All proposed buildings within the development shall have dedicated pedestrian access to the main entrance of each respective business.

**Exhibit B**  
**The Site**

Plotted By: Boyd, Mark. Sheet: Set:Kha\_Layout1 - September 09, 2020 04:08:51pm. K:\VIC\_GVA\113160049 - Temple Ave Commercial\113160049 - Temple Ave Property Exhibit.dwg  
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
 © 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 1700 WILLOW LAWN DR, SUITE 200, RICHMOND, VA 23230  
 PHONE: 804-673-3882  
 WWW.KIMLEY-HORN.COM

KHA PROJECT  
 113160049  
 DATE  
 9/09/2020  
 SCALE AS SHOWN  
 DESIGNED BY  
 DRAWN BY  
 CHECKED BY

**TEMPLE AVENUE**  
 PREPARED FOR  
**REBKEE**  
 CITY OF COLONIAL HEIGHTS  
 VIRGINIA

LICENSED PROFESSIONAL  
 DATE:

**PROPERTY EXHIBIT**

SHEET NUMBER  
**EX-1**

**Exhibit C**  
**Schedule of Grant Payments**

<u>Phase</u>	<u>Taxable Year</u>	<u>Tax Period</u>	<u>Maximum Grant Amount Payable to Company*</u>
I	First Full Taxable Year	1	\$240,000
I	First Full Taxable Year	2	\$240,000 less payment from Tax Period 1
I	Second Full Taxable Year	3	\$240,000
I	Second Full Taxable Year	4	\$240,000 less payment from Tax Period 3
I	Third Full Taxable Year	5	\$240,000
I	Third Full Taxable Year	6	\$240,000 less payment from Tax Period 5
I	Fourth Full Taxable Year	7	\$240,000
I	Fourth Full Taxable Year	8	\$240,000 less payment from Tax Period 7
I	Fifth Full Taxable Year	9	\$240,000
I	Fifth Full Taxable Year	10**	\$240,000 less payment from Tax Period 9
			*the Maximum Grant amount per Taxable Year for Phase I shall not exceed \$240,000 **Any remaining Grant amount unpaid in prior Tax Periods for Phase I shall carry forward until the Total Grant Amount for Phase I, not to exceed \$240,000 in a tax year, is paid
<b>PHASE I TOTAL</b>			<b>\$1,200,000</b>

<u>Phase</u>	<u>Taxable Year</u>	<u>Tax Period</u>	<u>Maximum Grant Amount Payable to Company*</u>
II	First Full Taxable Year	1	\$80,000
II	First Full Taxable Year	2	\$80,000 less payment from Tax Period 1
II	Second Full Taxable Year	3	\$80,000
II	Second Full Taxable Year	4	\$80,000 less payment from Tax Period 3

II	Third Full Taxable Year	5	\$80,000
II	Third Full Taxable Year	6	\$80,000 less payment from Tax Period 5
II	Fourth Full Taxable Year	7	\$80,000
II	Fourth Full Taxable Year	8	\$80,000 less payment from Tax Period 7
II	Fifth Full Taxable Year	9	\$80,000
II	Fifth Full Taxable Year	10**	\$80,000 less payment from Tax Period 9
			*the Maximum Grant amount per Taxable Year for Phase II shall not exceed \$80,000 **Any remaining Grant amount unpaid in prior Tax Periods for Phase II shall carry forward until the Total Grant Amount for Phase II, not to exceed \$80,000 in a tax year, is paid
<b>PHASE II TOTAL</b>			<b>\$400,000</b>

<b>PHASE I and II GRAND TOTAL</b>		<b>\$1,600,000</b>
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**Exhibit D**  
**Prohibited Uses\***

Residential use types:

- Home occupation
- Multi-family dwelling

Civic use types:

- Assisted care residence
- Club
- Correction facility
- Crisis center
- Cultural services
- Education facilities, college/university
- Education facilities, primary/secondary
- Governmental service
- Guidance service
- Halfway house
- Life care facility
- Nursing home
- Park and ride facility
- Post office
- Public assembly
- Public maintenance and service facility
- Public parks and recreational areas
- Religious assembly
- Safety service
- Utility service, major
- Utility service, minor

Office use types:

- Financial institution
- Laboratory
- Substance abuse clinic

Commercial use types:

- Adult use
- Agricultural service
- Antique shop
- Assembly hall
- Automobile dealership, new
- Automobile dealership, used
- Business support service
- Business/trade schools
- Consumer repair service
- Dance hall

- Day care center
- Flea market
- Funeral service
- Kennel, commercial
- Itinerant merchant
- Laundry
- Manufactured home sales
- Mobile food unit
- Modular home sales
- Pawn shop
- Personal improvement service
- Personal services
- Private farmer's market
- Recreational vehicle sales and service
- Studio, fine arts
- Studio, tattoo
- Travel center

Industrial use types:

- Construction yard
- Custom manufacturing
- Recycling center
- Transportation terminal
- Truck terminal

Miscellaneous uses:

- Amateur radio tower
- Parking facility, surface/structure
- Tower

\*The uses shall have the definitions, meanings, or descriptions specified in Chapter 286 of the Colonial Heights City Code as of the Agreement Date.

*Prepared By and Return To:*  
Peake Law Group, PC  
Attn: Tonia E. Peake, Esq. (VSB# 65815)  
14241 Midlothian Turnpike, Suite 216  
Midlothian, VA 23113

Tax Map Parcel(s): 5400020000H

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT dated as of September \_\_, 2020 (the "Effective Date") evidences that an Economic Development Agreement was made and entered into as of September \_\_, 2020 (the "Agreement"), by and among **LEE HALL PLAZA, INC.**, a Virginia corporation and its assigns (the "Company" and "GRANTOR"), and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF COLONIAL HEIGHTS, VIRGINIA**, a Virginia political subdivision (the "Authority" and "GRANTEE"), pertaining to the redevelopment of the property known as 401 Temple Avenue (as further described below, the "Site") in the City of Colonial Heights, Virginia (the "City"), the terms and conditions of which are incorporated by this reference.

The Agreement provides that the Company shall record a Declaration of Easements, Covenants and Restrictions ("Declaration") over the Site, which is more particularly described on the attached **Exhibit A**, which Declaration shall include a covenant prohibiting certain uses on the Site as more particularly described on the attached **Exhibit B**. The Declaration is a portion of the material consideration for the Authority's obligations under the Agreement.

Effective with the recordation of this Memorandum of Agreement, none of the Prohibited Uses in **Exhibit B** shall be constructed or operate on the Site.

This Memorandum of Agreement is prepared for the purpose of providing notice to prospective owners and occupants of the Site and shall not alter or affect in any way the rights and obligations of the Company and the Authority under the Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement or caused it to be executed by their duly authorized representatives as of the day and year set forth below.

**COMPANY/GRANTOR:**

LEE HALL PLAZA, INC., a Virginia corporation

By: \_\_\_\_\_  
Daniel Hargett, Vice President

COMMONWEALTH OF VIRGINIA        )  
CITY/COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of September, 2020, Daniel Hargett, as Vice President of LEE HALL PLAZA, INC., a Virginia corporation, personally appeared before me and executed the foregoing instrument on behalf of the corporation.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

**AUTHORITY/GRANTEE:**

ECONOMIC DEVELOPMENT AUTHORITY OF  
THE CITY OF COLONIAL HEIGHTS,  
VIRGINIA, a Virginia political subdivision

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of September, 2020, \_\_\_\_\_, as  
\_\_\_\_\_ of the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF  
COLONIAL HEIGHTS, VIRGINIA, a Virginia political subdivision, personally appeared before  
me and executed the foregoing instrument on behalf of the Authority.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

AND

SEAL  
Economic Development Authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of September, 2020, \_\_\_\_\_, as  
\_\_\_\_\_ of the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF  
COLONIAL HEIGHTS, VIRGINIA, a Virginia political subdivision, personally appeared before  
me and executed the foregoing instrument on behalf of the Authority.

\_\_\_\_\_  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

**Exhibit A**

To Memorandum of Agreement  
Property Description

All that land lying and situate in the City of Colonial Heights, Virginia contained in "Amended Plat showing a Re-Combination and Consolidation of all of Block C and H, Lots 1-18 Block E, Gregory Subdivision and portions shown hereon of vacated Elko Avenue and Prince Albert Avenue lying south of Temple Avenue and East of Hamilton Avenue, City of Colonial Heights, Virginia," recorded in the Clerk's Office of the Circuit Court of the City of Colonial Heights, Virginia, in Plat Book 7 at Pages 25-26.

Less and except land taken in the Certificate of Take recorded in the Colonial Heights Circuit Court on June 12, 2015 in Deed Book 313, Page 593 and depicted in Plat Book 7, Page 28 and State Highway Plat Book 2, Pages 188-190.

BEING the same real estate conveyed to Kroger Limited Partnership I, an Ohio limited Partnership by Deed from The City of Colonial Heights, Virginia dated November 6, 2015, recorded November 9, 2015 in the Clerk's Office of the Circuit Court of Colonial Heights City, Virginia in Deed Book 319, Page 775.

**Exhibit B**  
To Memorandum of Agreement

**Prohibited Uses\***

Residential use types:

- Home occupation
- Multi-family dwelling

Civic use types:

- Assisted care residence
- Club
- Correction facility
- Crisis center
- Cultural services
- Education facilities, college/university
- Education facilities, primary/secondary
- Governmental service
- Guidance service
- Halfway house
- Life care facility
- Nursing home
- Park and ride facility
- Post office
- Public assembly
- Public maintenance and service facility
- Public parks and recreational areas
- Religious assembly
- Safety service
- Utility service, major
- Utility service, minor

Office use types:

- Financial institution
- Laboratory
- Substance abuse clinic

Commercial use types:

- Adult use
- Agricultural service
- Antique shop
- Assembly hall
- Automobile dealership, new
- Automobile dealership, used
- Business support service
- Business/trade schools
- Consumer repair service
- Dance hall
- Day care center
- Flea market

- Funeral service
- Kennel, commercial
- Itinerant merchant
- Laundry
- Manufactured home sales
- Mobile food unit
- Modular home sales
- Pawn shop
- Personal improvement service
- Personal services
- Private farmer's market
- Recreational vehicle sales and service
- Studio, fine arts
- Studio, tattoo
- Travel center

Industrial use types:

- Construction yard
- Custom manufacturing
- Recycling center
- Transportation terminal
- Truck terminal

Miscellaneous uses:

- Amateur radio tower
- Parking facility, surface/structure
- Tower

\*The Prohibited Uses shall have the following definitions, meanings, or descriptions, which are the definitions, meanings, or descriptions specified in Chapter 286 of the Colonial Heights City Code as of the Agreement Date:

§ 286-202.04 **Residential use types.**

**HOME OCCUPATION**

An accessory use of a dwelling unit for gainful employment involving the production, provision, or sale of goods and/or services in accordance with Article IV, Use and Design Standards.

**MULTI-FAMILY DWELLING**

A building or portion thereof which contains three or more dwelling units for permanent occupancy, regardless of the method of ownership. Included in the use type would be garden apartments, low and high rise apartments, apartments for elderly housing and condominiums.

§ 286-202.06 **Civic use types.**

**ASSISTED CARE RESIDENCE**

An establishment, regulated by the Commonwealth of Virginia, that provides shelter and services which may include meals, housekeeping, and personal care assistance primarily for the elderly. Residents are able to maintain a semi-independent lifestyle, not requiring the more extensive care of a nursing home.

**CLUB**

A use providing meeting or social facilities for civic or social clubs, and similar organizations and associations, primarily for use by members and guests. Recreational facilities, unless otherwise specifically cited in this section, may be provided for members and guests as an accessory use. This definition shall not include fraternal or sororal organizations associated with colleges or universities. A club does not include a building in which members reside.

**CORRECTION FACILITY**

A public or privately operated use providing housing and care for individuals legally incarcerated, designed to isolate those individuals from a surrounding community.

**CRISIS CENTER**

A facility providing temporary protective sanctuary for victims of crime or abuse including emergency housing during crisis intervention for individuals, such as victims of rape, child abuse, or physical beatings.

**CULTURAL SERVICE**

A library, museum, or similar public or quasi-public use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

**EDUCATIONAL FACILITY, COLLEGE/UNIVERSITY**

An educational institution authorized by the Commonwealth of Virginia to award associate, baccalaureate or higher degrees.

**EDUCATIONAL FACILITY, PRIMARY/SECONDARY**

A public, private or parochial school offering instruction at the elementary, junior and/or senior high school levels in the branches of learning and study required to be taught in the public schools of the Commonwealth of Virginia.

**GOVERNMENTAL SERVICE**

A governmental office providing administrative, clerical or public contact services that deal directly with the citizen. Typical uses include federal, state, City, town and county offices.

**GUIDANCE SERVICE**

An establishment providing counseling, guidance, recuperative, or similar services for persons requiring rehabilitation assistance or therapy for only part of a twenty-four-hour day. This use type shall not include facilities operated for the treatment of drug addiction or substance abuse.

**HALFWAY HOUSE**

An establishment providing residential accommodations, rehabilitation, counseling, and supervision to persons suffering from alcohol or drug addiction, to persons reentering society after being released from a correctional facility or other institution, or to persons suffering from similar disorders or circumstances.

**LIFE CARE FACILITY**

A residential facility primarily for the continuing care of the elderly, providing for transitional housing progressing from independent living in various dwelling units, with or without kitchen facilities, and culminating in nursing home type care where all related uses are located on the same lot. Such facility may include other services integral to the personal and therapeutic care of the residents.

**NURSING HOME**

An establishment providing bed care and in-patient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease. Nursing homes have doctors or licensed nurses on duty.

**PARK AND RIDE FACILITY**

A publicly owned short-term parking facility for commuters.

**POST OFFICE**

An establishment providing postal services directly available to the consumer operated by the United States Postal Service.

**PUBLIC ASSEMBLY**

A facility owned and operated by a public or quasi-public agency accommodating public assembly for sports, amusement, or entertainment purposes. Typical uses include auditoriums, sports stadiums, convention facilities, fairgrounds, and sales and exhibition facilities.

**PUBLIC MAINTENANCE AND SERVICE FACILITY**

A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment services centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

## **PUBLIC PARK AND RECREATIONAL AREA**

Publicly owned and operated parks, picnic areas, playgrounds, indoor or outdoor athletic facilities, and open spaces.

## **RELIGIOUS ASSEMBLY**

An establishment located in a permanent building and providing regular organized religious worship and related incidental activities, except primary or secondary schools and day care facilities.

## **SAFETY SERVICE**

A facility for the conduct of safety and emergency services for the primary benefit of the public, whether publicly or privately owned and operated, including police and fire protection services and emergency medical and ambulance services.

## **UTILITY SERVICE, MAJOR**

Services of a regional nature which normally entail the construction of new buildings or structures such as generating plants and sources, electrical switching facilities and stations or substations, water towers and tanks, community wastewater treatment plants, and similar facilities. Included in this use type are also electric, gas, and other utility transmission lines of a regional nature which are not otherwise reviewed and approved by the Virginia State Corporation Commission.

## **UTILITY SERVICE, MINOR**

Services which are necessary to support existing and future development within the immediate vicinity and involve only minor structures. Included in this use type are distribution lines and small facilities that are underground or overhead, such as transformers, relay and booster devices, and well, water and sewer pump stations. Also included are all major utility services that were in existence prior to the adoption of this chapter.

## **§ 286-202.08 Office use types.**

## **FINANCIAL INSTITUTION**

An establishment that provides financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are generally provided on site. Typical uses include banks, savings and loan associations, savings banks, credit unions, lending establishments and freestanding automatic teller machines.

## **LABORATORY**

An establishment primarily engaged in performing research or testing activities into technological matters. Typical uses include engineering and environmental laboratories, medical, optical, dental and forensic laboratories, x-ray services; and pharmaceutical laboratories only involved in research and development. Excluded from this use type are any laboratories which mass produce one or more products directly for the consumer market.

## **SUBSTANCE ABUSE CLINIC**

An establishment which provides outpatient services primarily related to the treatment of alcohol, or other drug or substance abuse disorders, which services include the dispensing and administering of controlled substances and pharmaceutical products by professional medical practitioners as licensed by the Commonwealth of Virginia.

### **§ 286-202.10 Commercial use types.**

## **ADULT USE**

Any adult bookstore, adult motion picture theater, adult mini-motion picture theater, adult motion picture arcade, adult model studio, or adult drive-in theater, as defined in this chapter.

## **ADULT BOOKSTORE**

An establishment that devotes more than 15% of the total floor area utilized for the display of books and periodicals to the display and sale of the following: (a) books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, blue ray discs, compact discs, digital video discs, video cassettes, slides, tapes, records, or other forms of visual or audio representations which are characterized by an emphasis upon the depiction or description of "specified sexual activities" or "specified anatomical areas"; or (b) instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities." An adult bookstore does not include an establishment that sells books or periodicals as an incidental or accessory part of its principal stock-in-trade and does not devote more than 15% of the total floor area of the establishment to the sale of books and periodicals, or photographs, films, motion pictures, blue ray discs, compact discs, digital video discs, video cassettes, slides, tapes, records, or other forms of visual or audio representations.

## **ADULT DRIVE-IN-THEATER**

An open lot or part thereof, with appurtenant facilities, devoted primarily to the presentation of motion pictures, films, theatrical productions, and other forms of visual productions, for any form of consideration, to persons in motor vehicles or on outdoor seats, and presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specific sexual activities" or "specified anatomical areas" for observation by patrons.

**ADULT MINI-MOTION PICTURE THEATER**

An establishment, with a capacity of more than five but less than 50 persons, where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are shown, and in which a substantial portion of the total presentation time is devoted to the showing of material which is distinguished or characterized by an emphasis upon the depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons.

**ADULT MODEL STUDIO**

An establishment open to the public where, for any form of consideration or gratuity, figure models who display "specified anatomical areas" are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons, other than the proprietor, paying such consideration or gratuity. This provision shall not apply to any school of art which is operated by an individual, firm, association, partnership, corporation, or institution which meets the requirements established in the Code of Virginia, for the issuance or conferring of, and is in fact authorized thereunder to issue and confer, a diploma.

**ADULT MOTION PICTURE ARCADE**

A place to which the public is permitted or invited where coin or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depicting or describing "specified sexual activities" or specified "anatomical areas."

**ADULT MOTION PICTURE THEATER**

An establishment, with a capacity of 50 or more persons, where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are shown; and in which a substantial portion of the total presentation time is devoted to the showing of material which is distinguished or characterized by an emphasis upon the depiction or description of "specified sexual activities" or "specified anatomical areas" for observation by patrons.

**AGRICULTURAL SERVICE**

Service provided specifically for the agricultural community which is not directly associated with a farm operation. Included in this use type would be servicing of agricultural equipment, independent equipment operators, and other related agricultural services.

**ANTIQUÉ SHOP**

A place offering primarily antiques for sale. An antique for the purposes of this chapter shall be a work of art, piece of furniture, decorative object, or the like, of or belonging to the past, at least 30 years old.

**ASSEMBLY HALL**

A building, designed and used primarily for the meeting or assembly of a large group of people for a common purpose. Typical uses include meeting halls, union halls, bingo halls, and catering or banquet facilities.

**AUTOMOBILE DEALERSHIP, NEW**

An establishment that uses building, land area or other premises for the display of new and used automobiles, trucks, vans, or motorcycles for sale or rent, including any warranty repair work and other major and minor repair service conducted as an accessory use.

**AUTOMOBILE DEALERSHIP, USED**

A lot or establishment where three or more used motor vehicles, including automobiles, trucks, and motorcycles are displayed at one time for sale.

**BUSINESS SUPPORT SERVICE**

An establishment or place of business engaged in the sale, rental or repair of office equipment, supplies and materials, or the provision of services used by office, professional and service establishments. Typical uses include office equipment and supply firms, small business machine repair shops, convenience printing and copying establishments, as well as temporary labor services.

**BUSINESS/TRADE SCHOOL**

An establishment providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as an educational facility, either primary and secondary, or college and university.

**CONSUMER REPAIR SERVICE**

An establishment primarily engaged in the provision of repair services to individuals and households, rather than businesses, but excluding automotive and equipment repair use types. Typical uses include appliance repair shops, shoe repair, watch or jewelry repair shops, or repair of musical instruments.

**DANCE HALL**

An establishment in which more than 10% of the total floor area is designed or used as a dance floor, or where an admission fee is directly collected or some other form of compensation is obtained for dancing.

**DAY CARE CENTER**

A facility operated for the purpose of providing care, protection and guidance to 13 or more individuals during only part of a twenty-four hour day. This term includes nursery schools, preschools, day care centers for individuals, and other similar uses but excludes public and private educational facilities or any facility offering care to individuals for a full twenty-four-hour period.

**FLEA MARKET**

A building or lot used for the regular or periodic display of new or used merchandise for sale. Flea markets are typically characterized by one or more vendors who display goods on tables and/or in small booths

**FUNERAL SERVICES**

Establishments engaged in undertaking services such as preparing the dead for burial, and arranging and managing funerals. Typical uses include mortuaries and crematories.

**ITINERANT MERCHANT**

Any person engaged temporarily in the retail sale, lease, or rental of goods, wares, or merchandise and who for the purpose of conducting such business, displays such goods, wares, or merchandise to the public outside a building on property in which such person holds a legal temporary interest.

**KENNEL, COMMERCIAL**

The boarding, breeding, raising, grooming or training of dogs, cats, or other household pets of any age not owned by the owner or occupant of the premises, for commercial gain.

**LAUNDRY**

Establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as "personal services." Typical uses include bulk laundry and cleaning plants, diaper services, or linen supply services.

**MANUFACTURED HOME SALES**

An establishment primarily engaged in the display, retail sale, rental, and minor repair of new and used manufactured homes, parts, and equipment.

**MOBILE FOOD UNIT**

A food establishment contained in a wheeled vehicle that is readily moveable, including but not limited to trailers, trucks, and vans; and is licensed by the Department of Motor Vehicles and has a valid permit from the Environmental Health Division of the Virginia Department of Health. These units are also known as "food trucks".

**MODULAR HOME SALES**

A site used for the construction and display of model modular homes, including a sales office and incidental storage associated with the construction of the model homes.

**PAWN SHOP**

An establishment engaged in the loaning of money on the security of property pledged to a pawnbroker and the incidental sale of such property.

**PERSONAL IMPROVEMENT SERVICES**

Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services. Typical uses include driving schools, health spas or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.

**PERSONAL SERVICES**

Establishments or places of business engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include beauty and barber shops; massage clinics; grooming of pets; seamstresses, tailors; florists; and laundry dry cleaning services.

**PRIVATE FARMER'S MARKET** - See end of document**RECREATIONAL VEHICLE SALES AND SERVICE**

An establishment engaged in the retail sales of recreational vehicles, boats, and jet skis, including service and storage of vehicles parts and related accessories.

**STUDIO, FINE ARTS**

A building, or portion thereof, used as a place of work by a sculptor, artist, photographer or similar artisan.

**STUDIO, TATTOO**

An establishment where tattooing and or body piercing is performed as the principal business activity

**TRAVEL CENTER**

An establishment containing a mixture of uses which cater to the traveling public and in particular motor freight operators. A travel center might include such uses as fuel pumps, restaurants, overnight accommodations, retail sales related to the motor freight industry, and similar uses.

**§ 286-202.12 Industrial use types.****CONSTRUCTION YARD**

An establishment primarily engaged in construction activities, including outside storage of materials and equipment. Typical uses are building contractor's yards.

**CUSTOM MANUFACTURING**

Establishments primarily engaged in the on-site production of goods by hand manufacturing, within enclosed structures, involving the use of hand tools, or the use of mechanical equipment commonly associated with residential or commercial uses.

## **RECYCLING CENTER**

A receptacle or facility used for the collection and storage of recyclable materials designed and labeled for citizens to voluntarily take source separated materials for recycling.

## **TRANSPORTATION TERMINAL**

A facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express between modes of ground transportation, including bus terminals, railroad stations, and public transit facilities.

## **TRUCK TERMINAL**

A facility for the receipt, transfer, short-term storage, and dispatching of goods transported by truck. Included in the use type would be express and other mail and package distribution facilities, including such facilities operated by the U.S. Post Office.

### **§ 286-202.14 Miscellaneous use types.**

## **AMATEUR RADIO TOWER**

A structure on which an antenna is installed for the purpose of transmitting and receiving amateur radio signals erected and operated by an amateur radio operator licensed by the Federal Communications Commission (FCC).

## **PARKING FACILITY, SURFACE/STRUCTURE**

A site used for surface parking or a parking structure unrelated to a specific use which provides one or more parking spaces together with driveways, aisles, turning and maneuvering areas, incorporated landscaped areas, and similar features meeting the requirements established by this ordinance. This use type shall not include parking facilities accessory to a permitted principal use.

## **TOWER**

Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas. The term includes but is not limited to radio and television transmission towers, microwave towers, common-carrier towers, and cellular telephone and wireless communication towers. Tower types include, but are not limited to monopoles, lattice towers, wooden poles, and guyed towers. Excluded from this definition are amateur radio towers, which are otherwise defined.

### **§ 286-410.66 Private farmers' market.**

A. General standards.

- (1) One private farmers' market is allowed on a lot or parcel.
- (2) A private farmers' market must be at least 1/2 mile from any other private farmers' market, regardless of days of operation.

- (3) A private farmers' market must have a minimum of five vendors present as averaged over the season the market is in operation.
- (4) Market size is limited to no more than 30 vendors on-site at any one time.
- (5) All vendors at the market must display the name(s) of the producer(s) and the location(s) where goods were grown, raised or produced.
- (6) There may be no more than three mobile food units, which shall not be included in the calculations specified in Subsection A(3) and (4).
- (7) The market may be advertised by a temporary banner sign of no greater than 32 square feet in area that may be displayed on market days and the day before market days. The location of the banner and how the banner will be displayed shall be shown in the market plan. The banner shall be on the parcel where the market is conducted and cannot be in the City right-of-way. The banner for the private farmers' market shall not be considered as temporary signage allowed by the commercial uses on the same parcel.
- (8) Market facilities shall be temporary in nature and use the existing parking and infrastructure of the site.
- (9) All market materials shall be removed at the conclusion of the market day.
- (10) A market plan shall be submitted to the Administrator for review and approval prior to the market's opening. The plan shall be updated in March of each calendar year and at any time during the year when a change in the vendor list occurs. The market plan shall include the following:
  - (a) Written permission from the property owner(s), executed on a form the Administrator prepares, which shall include provisions holding the City harmless and indemnifying the City from any damages or losses.
  - (b) The name and contact information for the private farmers' market contact person.
  - (c) The proposed layout of the private farmers' market, including, booth locations, mobile food unit locations, signage, vendor parking, access for vendors and patrons, trash collection locations, and adequate safety measures to separate market patrons from vehicular traffic. Any parking intended to specifically serve the private farmers' market on market days must be shown on the market plan.
  - (d) A list of all vendors which includes vendor name, products sold, and contact information.
  - (e) An assessment of the existing and required parking for the on-site commercial uses and the

number of parking spaces unavailable during market operations. Private farmers' markets may occupy required parking but shall not have such an impact as to create traffic safety or circulation problems or negatively impact the parking for existing commercial uses on the property.

- (f) A schedule of operation to include number of weeks, day, and hours. These may be modified as needed with a two-week written notice to the Administrator.

A RESOLUTION NO. 20-51

Approving the Economic Development Agreement and Memorandum of Agreement between the Economic Development Authority and Lee Hall Plaza, Inc. relating to project development at 401 Temple Avenue; and authorizing the City Manager to sign the Economic Development Agreement as "Seen And Agreed To" on behalf of the City.

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

1. Council has reviewed the proposed Economic Development Agreement and Memorandum of Agreement (copies of which are attached hereto and made a part of this Resolution) between the City of Colonial Heights Economic Development Authority and Lee Hall Plaza, Inc. relating to project development at 401 Temple Avenue and approves such Agreement and Memorandum.

2. Council authorizes Douglas E. Smith, City Manager, to sign the Economic Development Agreement as "Seen and Agreed To" on behalf of the City.

3. This resolution shall be in full force and effect upon its passage.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

\*\*\*\*\*

I certify that the above resolution was:

Adopted on \_\_\_\_\_.

Ayes: \_\_\_\_\_. Nays: \_\_\_\_\_. Absent: \_\_\_\_\_. Abstain: \_\_\_\_\_.

The Honorable Michael A. Cherry, Councilman: \_\_\_\_\_.

The Honorable Kenneth B. Frenier, Councilman: \_\_\_\_\_.

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

The Honorable John E. Piotrowski, Councilman: \_\_\_\_\_.

The Honorable John T. Wood, Councilman: \_\_\_\_\_.

The Honorable Elizabeth G. Luck, Vice Mayor: \_\_\_\_\_.

The Honorable T. Gregory Kochuba, Mayor: \_\_\_\_\_.

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

Approved as to form:

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