

**REGULAR
BUSINESS**

R-1

**RESOLUTION AUTHORIZING THE CITY OF HOPEWELL, VIRGINIA,
TO ENTER INTO A LEASE/PURCHASE FINANCING FOR
EQUIPMENT IN THE MAXIMUM PRINCIPAL AMOUNT OF
\$[1,300,000] AND TO EXECUTE AND DELIVER A LEASE AGREEMENT
IN CONNECTION THEREWITH**

WHEREAS, the Council (the "Council") of the City of Hopewell, Virginia (the "City"), desires to provide for a plan of lease/purchase financing of fire trucks and related equipment (the "Equipment");

WHEREAS, the City's administration, in collaboration with Davenport & Company LLC, the City's financial advisor (the "Financial Advisor"), has solicited proposals from commercial banks and leasing entities to provide for the City to undertake a lease/purchase financing in the maximum principal amount of \$[1,300,000] related to the Equipment;

WHEREAS, the City intends to enter an Equipment Lease/Purchase Agreement (the "Lease Agreement") with a financing lessor to be selected by the City Manager for the lease/purchase of the Equipment;

[WHEREAS, plans for the acquisition of the Equipment have progressed, and the City expects to advance its own funds to pay expenditures related to the Equipment (the "Expenditures") prior to entering into the Lease Agreement and to receive reimbursement for the Expenditures from proceeds of the Lease Agreement;] [reimbursement planned?]

WHEREAS, the terms of the Lease Agreement shall not exceed the parameters set forth below in Section 2;

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOPEWELL,
VIRGINIA:**

1. The Council authorizes the acquisition of the Equipment through a lease/purchase financing arrangement with the bank, financial institution or leasing company (the "Lessor") that the City Manager, in consultation with the Financial Advisor, determines has submitted the proposal with the most favorable leasing terms to the City, subject to the parameters set forth in Section 2 below.

2. The City Manager is authorized to negotiate with the Lessor and to accept such pricing terms as the City Manager shall determine to be in the best interests of the City; provided however, that: (a) the aggregate amount of principal components of basic rent (the "Basic Rent") payable under the Lease Agreement shall not exceed \$[1,300,000], (b) the Lease Agreement shall terminate not later than [December 31, 2022], (c) the interest components of Basic Rent payable under the Lease Agreement shall bear interest at an annual rate not to exceed []% (exclusive of any interest penalties and subject to a rate reset), and (d) the prepayment penalty, if any, shall not exceed [3.00]% of the principal amount to be prepaid. The City Manager is further authorized to determine the payment dates and installment amounts of Basic Rent (constituting both principal and interest components) due under the Lease Agreement.

3. The City Manager is authorized and directed to execute and deliver the Lease Agreement in such form not inconsistent with this Resolution and as approved by the City Manager, whose approval shall be evidenced conclusively by the execution and delivery thereof. The officers of the City are authorized and directed to execute and deliver all certificates and instruments, including a project escrow agreement, and to take all actions necessary or desirable in connection with the execution and delivery of the Lease Agreement.

4. The undertaking by the City to make payments under the Lease Agreement shall be a limited obligation payable solely from funds to be appropriated by the Council for such purpose and shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit or the taxing power of the City beyond any fiscal year for which the City has appropriated funds for such purpose.

5. The City is authorized to grant a security interest in the Equipment acquired with the proceeds of the Lease Agreement as security for the prompt payment when due of amounts payable and the performance by the City of its other obligations under the Lease Agreement.

6. The Council determines that the acquisition and continuing use of the Equipment and the financing of the same through the Lease Agreement are necessary and proper to the efficient operation of the City and will continue to be necessary and proper to efficient operation of the City through the fiscal year ending June 30, 2023.

7. The City believes that funds sufficient to make payment of all amounts payable under the Lease Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make such payments beyond the current fiscal year, the Council states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and recommends that future Councils do likewise during the term of the Lease Agreement. The Council directs the City Manager, or such other officer as may be charged with the responsibility for preparing the City's annual budget, to include in the budget for each fiscal year during the term of the Lease Agreement an amount sufficient to make all rental payments payable under the Lease Agreement during such fiscal year. The City Manager is authorized and directed to deliver to the Lessor within ten days after the adoption of the budget for each fiscal year, but not later than fifteen days after the beginning of the fiscal year, a certificate stating whether an amount equal to the estimated amounts payable under the Lease Agreement during such fiscal year has been appropriated by the Council in any such budget.

8. The City covenants that it will not take or omit to take any action the taking or omission of which will cause the Lease Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations issued pursuant thereto, or otherwise cause interest on the proceeds under the Lease Agreement to be includable in the gross income of the registered owner thereof under current statutes. Without limiting the generality of the foregoing, the City shall comply with any provision of law that may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds under the Lease Agreement, unless the City receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the proceeds under the Lease Agreement from being includable in the gross income for federal income tax purposes of the registered owner thereof under existing law.

9. Such officers of the City as may be requested by the City's bond counsel are authorized and directed to execute an appropriate certificate setting forth (a) the expected use and investment of the proceeds of the Lease Agreement in order to show that such expected use and investment will not violate the provisions of Section 148 of the Code and (b) any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with Section 148 of the Code. Such certificate shall be prepared in consultation with the City's bond counsel, and such elections shall be made after consultation with bond counsel.

10. The City covenants that during the term of the Lease Agreement it shall not permit the proceeds of the Lease Agreement or the Equipment to be used in any manner that would result in (a) 5% or more of such proceeds or the Equipment being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, or (b) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the City receives an opinion of a nationally recognized bond counsel firm that any such covenants need not be complied with to prevent the interest components of Basic Rent from being includable in the gross income for federal income tax purposes of the Lessor under existing law, the City need not comply with such covenants.

11. [The City intends that the adoption of this Resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Code.] [reimbursement planned?]

12. All other actions of officers of the City in conformity with the purposes and intent of this Resolution and in furtherance of entering into the Lease Agreement are approved and confirmed.

13. All resolutions or parts thereof in conflict herewith are repealed.

14. This Resolution shall take effect immediately.

R-2

COMMUNITY GATEWAY
CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS COMMUNITY GATEWAY CONSTRUCTION AND MAINTENANCE AGREEMENT ("this Agreement") is made and entered into this ____ day of August, 2015, by and between the CITY OF HOPEWELL, VIRGINIA ("the City"), and THE CAMERON FOUNDATION ("the Foundation"), a Virginia corporation.

RECITALS

- A. The City wishes to construct and maintain a community gateway ("the Gateway"), to include a sculpture ("the Artwork"), lighting ("the Lighting"), landscaping ("the Landscaping") and associated site improvements to be on public display in the City along West Randolph Road on or near the east end of the bridges ("the Bridges") over the Appomattox River. The Bridges and nearby area are outlined on the Exhibit A that is attached to and made a part of this Agreement. At the mutual discretion of the City and the Foundation, the Artwork also may include streetlight ornaments on the Bridges.
- B. The City wishes to construct and maintain the Gateway in anticipation that the Foundation will make a grant ("the Grant") to the City to substantially reduce the cost of such construction to be paid by the City.
- C. The City will enter into a contract ("the Contract"), with a contractor ("the Contractor") that has not yet been selected, for construction of the Gateway. The Contract will provide for payment by the City of all costs relating to the Gateway except the cost of the Artwork. Both the Contract and the Contractor must be approved in writing by the Foundation.
- D. The Foundation will commission and pay for the Artwork, which the Foundation will gift to the City as part of the Grant. If the City's costs under the Contract (including costs paid by the City pursuant to change orders to the Contract that are approved in writing by the City and the Foundation) exceed the cost of the Artwork, the Grant will also consist of a sum of money ("the Money") equal to 50% of such excess.
- E. The Artwork and the Money will be granted to the City by the Foundation upon receipt by the Foundation of documentation of performance by the City of its obligations pursuant to the Contract.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Foundation hereby agree as follows:

- 1. Recitals A through E above are made parts of this Agreement.
- 2. The City represents to the Foundation that the City has received all necessary state and federal approvals for the construction and maintenance of the Gateway.
- 3. The City will construct the Gateway, with the exception of the Artwork, at its expense and in accordance with (A) the Contract and (B) construction plans and specifications ("the Plans and Specifications") made by Chroma Design, Inc., as such plans and specifications may be completed and approved in writing by the City and the Foundation.

4. The City will maintain the Gateway, including, without limitation, the Artwork, at its expense and in accordance with the Plans and Specifications.
5. The Foundation will commission and pay for the Artwork in accordance with the Request for Artists' Concept Proposals that has been marked Exhibit B and is attached to and made a part of this Agreement. As indicated in Exhibit B, the choice of artist and the design of the Artwork must be approved in writing by the City before the Foundation enters into a contract with the artist for creation of the Artwork.
6. The City will have all of the risk of loss or damage to the Gateway, including, without limitation, the Artwork, the Lighting, and the Landscaping. As long as the Gateway is on public display, the City will maintain, at its expense, full coverage property damage insurance on the Artwork and the Lighting for their full insurable values. The City will review the amount of such insurance every two years to determine whether the amount of the coverage accurately reflects such value. Any proceeds of such insurance will be used by the City to repair or replace the Artwork and the Lighting, as applicable.
7. Unless required to do so by a state or federal agency with appropriate authority, the City will not alter, relocate, or remove any portion of the Gateway, or permit any such alteration, relocation, or removal, without the prior written consent of the Foundation. If such alteration, relocation, or removal of any portion of the Gateway is required by a state or federal agency with appropriate authority, the City will perform any such required alteration, relocation, or removal. If removal of all or any portion of the Gateway is temporary and is necessary because of repair or replacement of the Bridges, or any part thereof, the City will perform such removal and, if permitted to do so by the appropriate state or federal agency or agencies, the City will store and reinstall at the Bridges the portion of the Gateway that is removed. If such reinstallation is not permitted at the Bridges, the Gateway will be installed at a location to be agreed upon in writing by the City and the Foundation. The City will be responsible for all of the cost of alteration, relocation, removal, storage, reinstallation and installation referred to in this paragraph, and the Foundation will have no responsibility for any of such cost.

WITNESS the following signatures pursuant to due authority:

CITY OF HOPEWELL, VIRGINIA

THE CAMERON FOUNDATION

By _____
Mark A. Haley
City Manager

By _____
J. Todd Graham
President

R-3



CITY OF HOPEWELL CITY COUNCIL ACTION FORM

Strategic Operating Plan Vision Theme:

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

Order of Business:

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

Action:

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1st Reading
- Approve Ordinance 2nd Reading
- Set a Public Hearing
- Approve on Emergency Measure

COUNCIL AGENDA ITEM TITLE: Authorize the City Manager to execute the Consent Agreement and Final Order with EPA settling Clean Air Act and Title V Permit Violations for Failure to Meet Daily Monitoring Requirements, Failure to Comply with Pulp and Paper Condensate Treatment Standards, and Failure to Comply with Polymers and Resins Inspections Reporting and Recording-Keeping Requirements through the payment of civil penalties in the amount of \$100,000.

ISSUE: Due to 2 HRWTF plant upsets which occurred in 2009 and again in 2010, EPA issued a Notice of Violation in July 2009 and December 2010 for Clean Air Act and Clean Water Act violations. Since 2010, HRWTF met with EPA on numerous occasions to discuss settlement of the violations. As a result of the negotiations, EPA and HRWTF have agreed on a consent agreement and final order in settlement of the Clean Air Act and Title V Permit violations. The Consent Agreement and Final Order requires the payment of a \$100,000 penalty as settlement for the violations.

RECOMMENDATION: The City Administration recommends that City Council authorize the City Manager to execute the Consent Agreement and Final Order with EPA settling Clean Air Act and Title V Permit violations.

TIMING: EPA has requires that this settlement be completed by September 30, 2015.

BACKGROUND: In April 2007, EPA conducted a Clean Air Act audit of HRWTF air pollution controls and compliance. In addition, in 2009 and 2010, HRWTF experienced 2 plant upsets caused by turpentine spills from WestRock (formally RockTenn). The plant upsets caused air emission and Title V permit violations as well as VPDES permit violations. EPA and VA DEQ issued NOV's for the

SUMMARY:

- | | | | | | |
|--------------------------|--------------------------|--|--------------------------|--------------------------|-----------------------------------|
| Y | N | | Y | N | |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Christina Luman-Bailey, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Wayne Walton, Ward #5 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Mayor Brenda Pelham, Ward #6 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Anthony Zevgolts, Ward #3 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Jackie Shornak, Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Jasmine Gore, Ward #4 | | | |



violations that occurred in 2009 and 2010. As a result of the NOV's, HRWTF has negotiated with EPA and VA DEQ on a consent decree (court order) to settle both the air and water violations. In June, EPA and VA DEQ agreed that a consent decree was no longer required and that the matter could be settled through administrative orders – one for the Clean Air Act violations and another for the Clean Water Act violations. At the August 18 meeting, Council approved the Consent Agreement and Final Order with EPA settling the Clean Water Act violations. This administrative order only addresses civil penalties in the amount of \$100,000 for the Clean Air Act violations. Staff is still negotiating with EPA on the terms of the Compliance Order setting out actions necessary to ensure continued compliance with the Clean Air Act and Title V Permit.

FISCAL IMPACT: Payment of a civil penalty of \$100,000 to EPA

ENCLOSED DOCUMENTS: Final draft of the Consent Agreement and Final Order.

STAFF: Jeanie Grandstaff, HRWTF Director

SUMMARY:

- | | | | | | |
|--------------------------|--------------------------|--|--------------------------|--------------------------|-----------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Christina Luman-Bailey, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Wayne Walton, Ward #5 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Mayor Brenda Pelham, Ward #6 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Anthony Zevgolis, Ward #3 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Jackie Shornak, Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Jasmine Gore, Ward #4 | | | |



R-4

R-5

R-6

Ordinance No. 2015-26

**An Ordinance amending Chapter 2, Article VI, Sec. 22-99, and Chapter 25,
Sec. 25-54 of the City of Hopewell Code of Ordinances**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HOPEWELL, that Chapter 2, Article VI, Sec. 22-99, and Chapter 25, Sec. 25-54 of the City of Hopewell Code of Ordinances are hereby amended, and re-enacted as follows:

Sec. 22-99. Parking inoperable motor vehicle more than forty-eight hours.

(a) It shall be unlawful for any person to leave or cause to be left any inoperable motor vehicle for more than 48 hours in any public street or city-owned parking lot. As used in this section, "inoperable motor vehicle" means any motor vehicle, trailer, or semitrailer which is not in operating condition; or does not display a valid license plate or an inspection decal that is valid or does display an inspection decal that has been expired for more than 60 days. If the person fails to remove or cause to be removed the vehicle within 24 hours after any police officer notifies or attempts to notify the person to do so, the vehicle shall be deemed abandoned. Notice pursuant to this subsection shall first be attempted in person to the owner of the vehicle. After giving or attempting to give in-person notice, the officer shall post in a conspicuous place on the vehicle a decal (1) indicating that the vehicle is in violation of this section 22-99 and (2) stating that failure to comply with this section may result in the removal and disposal of the vehicle, at its owner's expense. After 24 hours of posting the notice:

(1) The city or its agent may remove the vehicle;

(2) In the event the city or its agent removes the vehicle, the city or its agent may dispose of the vehicle after giving additional notice, of disposal of the vehicle, to the vehicle's owner of record;

(3) The cost of removal and disposal shall be chargeable to the owner of the vehicle and may be collected by the city as taxes and levies are collected.

(b) When the city or its agent removes a vehicle under this section, the city or its agent shall, within 10 business days, by registered or certified United States mail, return receipt requested, notify the owner of record of the vehicle and all persons of record having security interests in the vehicle, that it has been removed. The notice shall (1) state the year, make, model, and serial number of the vehicle; (2) set forth the location of the facility where it is being held; (3) inform the owner and any persons of record having security interests of their right to reclaim it within 10 days after the date of the notice, after payment of all towing, preservation, and storage charges, resulting from removing the vehicle; and (4) state that the failure of the owner or persons of record having security interests to reclaim the vehicle within the time provided shall constitute (a) a waiver of all right, title, and interest in the vehicle, and (b) consent to the sale of the vehicle.

(c) If records of the department of motor vehicles contain no address for the owner or no address of any person shown by the department's records to have a security interest, or if the identity and addresses of the owner and any persons having security interests cannot be determined with reasonable certainty, notice by publication once in a newspaper of general circulation in the area where the vehicle was abandoned shall be sufficient to meet all requirements of notice pursuant to this section. Notice by publication may contain multiple listings of abandoned vehicles. Notice by publication shall be within the time, and shall have the same contents, required by this section for notice by mail.

(d) If a vehicle is not reclaimed as provided above, the city or its agent shall, notwithstanding the provisions of Virginia Code § 46.2-617 (Sale of vehicle without certificate of title), sell it or cause it to be sold. The purchaser of the vehicle shall take title free of all liens and claims of ownership of others, shall receive a sales receipt, and shall be entitled to apply to and receive from the department of motor vehicles a certificate of title and registration card for the vehicle. The sales receipt shall be sufficient title only for purposes of transferring the vehicle to a third party for demolition, wrecking, or dismantling, and in that case no further titling of the vehicle shall be necessary. From the proceeds of the sale, the city or its agent shall reimburse itself for the expenses of the sale, the cost of towing, preserving, and storing the vehicle which resulted from removing the vehicle, and all notice and publication costs incurred pursuant to this section. Any remainder from the proceeds of a sale shall be held for the owner of the vehicle or any person having a security interest in it, for 90 days, and then be deposited with the treasurer of, and become the property of, the city.

Sec. 25-54. Open storage of inoperable motor vehicles in residential or commercial districts.

(a) It shall be unlawful for any person, firm, or corporation to keep, except within a fully-enclosed building or structure, or otherwise shielded or screened from view, on any property zoned for residential or commercial purposes any motor vehicle, trailer, or semitrailer, as such are defined in Virginia Code § 46.2-100, which is inoperable. Notwithstanding the foregoing, a property owner may keep up to two inoperable motor vehicles outside of a fully-enclosed building or structure, provided that each vehicle is shielded or screened from view, as such terms are defined below. This section 25-54 shall not apply to a licensed business regularly engaged in business as an automobile dealer, salvage dealer, auto repair shop, service station, or scrap processor.

(1) As used in this section, "inoperable motor vehicle" means any motor vehicle, trailer, or semitrailer which is not in operating condition; or does not display a valid license plate or an inspection decal that is valid or does display an inspection decal that has been expired for more than 60 days.

(2) As used in this section, "shielded or screened from view" means not visible by someone standing at ground level from outside of the property on which the subject vehicle is located. Placing an inoperable motor vehicle within an area completely enclosed by either a solid, rigid, opaque fence composed of standard fencing materials or a landscaped arrangement of non-deciduous trees, sufficient in height, spacing, density,

and circumference to ensure precluding visibility of the vehicle by someone standing at ground level from outside of the property on which the vehicle is located shall constitute shielding or screening from view the inoperable vehicle in compliance with the requirements of this section. The placing, draping, or securing of a tarpaulin or other non-rigid cover over or around an inoperable motor vehicle shall not be sufficient to comply with the requirements of this section.

(b) It is further provided that:

(1) The owners of property zoned for residential or commercial purposes shall within 10 days of notice from the city or its agent, remove therefrom any inoperable motor vehicles that are not kept within a fully-enclosed building or structure or otherwise shielded or screened from view;

(2) Notice pursuant to this subsection shall first be attempted in person to the owner of the premises upon which the vehicle is located and, if different, to the owner of the vehicle. After giving or attempting to give in-person notice, the city or its agent shall post in a conspicuous place on the vehicle and in a conspicuous place elsewhere on the premises a decal (a) indicating that the vehicle is in violation of this section 25-54, (b) reasonably describing the vehicle, and (c) stating that failure to comply with the requirements of this section may result in the removal and disposal of the vehicle, at the expense of the owner of the vehicle and, if different, the owner of the premises;

(3) The city or its agent may remove inoperable motor vehicles, whenever the owner of the premises or of the vehicle, after the above notice, has failed to remove or cause to be removed any such vehicle;

(4) In the event the city or its agent removes an inoperable motor vehicle after notice of removal as set forth above, the city or its agent may dispose of the vehicle after giving additional notice to the owner of the premises upon which the vehicle was located and, if different, the owner of record of the vehicle, through registered or certified United States mail, return receipt requested, no more than 10 business days after the removal of the vehicle. The notice shall (a) describe the year, make, model, and serial number of the vehicle, (b) set forth the location of the facility where the vehicle is being held, (c) inform the owner of the owner's right to reclaim the vehicle within 10 days after the date of such notice upon payment of the cost of removal, (d) state that the failure of the owner to exercise the owner's right to reclaim the vehicle within the time provided may result in its disposal, and (e) state that the owner of the vehicle and, if different, the owner of the premises, may be liable for the cost of removal and disposal of the vehicle;

(5) Whenever any inoperable motor vehicle is not reclaimed by its owner by payment of the cost of removal within the time specified in the above-described notice, the vehicle may be disposed of;

(6) If an inoperable motor vehicle is not reclaimed as provided above, the city or its agent shall sell the vehicle or cause it to be sold. From the proceeds of the sale, the city or its

agent shall reimburse itself for the expenses of sale, and the cost of towing, preserving, and storing which resulted from removing the vehicle. Any remainder from the sale proceeds shall be held for the owner of the vehicle or any persons having security interests in it, for 90 days, and then be deposited with the treasurer of, and become property of, the city;

(7) The cost of any such removal and disposal shall be chargeable to the owner of the vehicle and, if different, of the premises from which the vehicle was removed, and may be collected by the city as taxes and levies are collected;

(8) Every cost authorized by this section with which the owner of the premises from which the vehicle was removed shall have been assessed shall constitute a lien against the real property, which lien shall continue until actual payment of such cost shall have been made to the city; and

(9) Any person aggrieved by a decision of the city in connection with the enforcement of this section may appeal by filing a written notice of appeal with the city manager within seven calendar days of the decision. The notice of appeal shall state the reason for the appeal. The city manager shall designate as appeal officer a person who did not participate in the decision. The appeal officer shall conduct an informal hearing within 10 business days after the filing of the notice of appeal. The appeal officer may affirm, modify, or reverse the original decision. The appeal officer's decision shall be announced within five business days after the hearing. The aggrieved person and the appeal officer may agree to extend the 10-day and five-day periods in this subsection. An appeal under this subsection shall stay enforcement of the original decision until the appeal officer's decision has been announced.

(c) Any person, firm, or corporation violating any provision of this section may be issued a summons and shall upon conviction thereof be punished by a civil penalty not exceeding \$200.00 for the first violation and \$500.00 for additional violations. Each day that a violation of this section continues shall be a separate offense. The total amount of the civil penalties and the frequency of the offenses shall not, however, exceed the limitations set forth in Virginia Code § 15.2-2209 (Civil penalties for violations of zoning ordinance).

(d) In the event that three civil penalties are imposed on the same defendant for the same or similar violation, not arising from the same sets of operative facts, within a 24-month period, each subsequent violation shall be a Class 3 misdemeanor.

This ordinance amendment shall become effective upon the date of its adoption by the City Council.

R-7

**REPORTS OF
THE CITY
ATTORNEY**

**REPORTS
OF THE
CITY CLERK**

**Appointments to Boards and Commissions
CITY COUNCIL
September 22, 2015
Talent Bank Resume on File**

**John Tyler Community College Board
(1) Vacancy**

3 TBR's on file

**CITIZEN/
COUNCILOR REQUEST**

CCR – 1, 2 & 4: Councilor Shornak

CCR - 3: Vice Mayor Luman-Bailey

CCR – 5 & 6: Councilor Gore

CCR – 7: Councilor Zevgolis

COUNCIL COMMUNICATIONS

ADJOURN