



**CITY COUNCIL AGENDA
August 1, 2011**

6:00 p.m. – 7:00 p.m.

Closed session as provided by Section 2.2-3712 of the Virginia Code
(Second Floor Conference Room)

TYPE OF ITEM

SUBJECT

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

**AWARDS/RECOGNITIONS
ANNOUNCEMENTS**

Women's Equality Day; Derby Dames

MATTERS BY THE PUBLIC

Public comment will be permitted for the first 12 speakers to sign up in advance of the meeting (limit of 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

COUNCIL RESPONSES TO MATTERS BY THE PUBLIC

1. CONSENT AGENDA*

(Items removed from the consent agenda will be considered at the end of the regular agenda.)

- a. Minutes of July 18
- b. **APPROPRIATION:** \$5,000 – Virginia Commission of the Arts Challenge Grant (2nd of 2 readings)
- c. **APPROPRIATION:** \$2,774.80 – Federal Bureau of Investigations (F.B.I.) Overtime Reimbursement for the Cyber Crimes Task Force (2nd of 2 readings)
- d. **APPROPRIATION:** \$7,700 – 9/11 Memorial Steel Project Phase I (2nd of 2 readings)
- e. **APPROPRIATION:** \$1,011,823 – Appropriation of FY 2012 Transit Grants (2nd of 2 readings)
- f. **APPROPRIATION:** \$97,500 – Virginia Department of Criminal Justice Services Neighborhood of Promise Grant (1st of 2 readings)
- g. **APPROPRIATION:** \$65,000 – CASASTART Truancy Prevention Program (1st of 2 readings)
- h. **APPROPRIATION:** Workforce Development Program Carryover Funding for FY 2012 (1st of 2 readings)
- i. **APPROPRIATION:** \$182,500 – Charlottesville/Albemarle Adult Drug Treatment Court Grant Award (1st of 2 readings)
- j. **APPROPRIATION:** \$65,000 – Teens GIVE Service-Learning and Life Skills Program (1st of 2 readings)
- k. **RESOLUTION:** Reentry Employment Program – Allocation of Funds from Reentry Workforce Development Account - \$30,060 (1st of 1 reading)
- l. **RESOLUTION:** Real Estate Assessment System Upgrade \$199,232 and GIS Web Viewer \$50,000 (1st of 1 reading)

**2. PUBLIC HEARING /
ORDINANCE***

Transfer of Elliott Lot to Habitat for Humanity (1st of 2 readings)

**3. PUBLIC HEARING /
ORDINANCE***

RWSA Easement for Schenk's Branch Interceptor (1st of 2 readings)

**4. PUBLIC HEARING /
ORDINANCE***

Grant of Utility Easement under JPA and West Main Street to UVA (1st of 2 readings)

5. REPORT/RESOLUTION*

Solid Waste Cost Share Agreement for McIntire Recycling Center (1st of 1 reading)

6. REPORT

Dominion Virginia Power Systems Update

*ACTION NEEDED

Reasonable accommodations will be provided for persons with disabilities upon request.

Appropriation

**Virginia Commission of the Arts Challenge Grant
\$5,000**

WHEREAS, the Virginia Commission for the Arts has notified the City of Charlottesville of its grant award in the Local Government Challenge Grant category; and

WHEREAS, the grant award will be split evening between the Virginia Discovery Museum and the Piedmont Council for the Arts for their activities during the FY 2012 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that a total of \$5,000 is hereby appropriated in the following manner:

Revenues

\$2,500	Fund: 209	Internal Order: 1900170	G/L Account: 430080
\$2,500	Fund: 209	Internal Order: 1900171	G/L Account: 430080

Expenditures

\$2,500	Fund: 209	Internal Order: 1900170	G/L Account: 540100
\$2,500	Fund: 209	Internal Order: 1900171	G/L Account: 540100

APPROPRIATION

**Federal Bureau of Investigation Overtime Reimbursement for the
Cyber Crimes Task Force**

\$2,774.80

WHEREAS, the City of Charlottesville, through the Police Department, will received reimbursement from the Federal Bureau of Investigations for overtime expenditures incurred by the Police Department through its participation in the Federal Bureau of Investigations' Cyber Crimes Task Force in the amount of \$2,774.80; and:

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$2,774.80, received from the Federal Bureau of Investigations is hereby appropriated in the following manner:

Revenue

\$2,774.80 Fund: 105 Cost Center: 3101001000 G/L: 431110

Expenditure

\$2,774.80 Fund: 105 Cost Center: 3101001000 G/L: 510060

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of \$2,774.80 from the Federal Bureau of Investigations and that future funds received from the Federal Bureau of Investigations for this purpose will be considered as a continuing appropriation and immediately available unless further altered by Council.

APPROPRIATION
9/11 Memorial Steel Project Phase 1
\$5,505

WHEREAS, the City of Charlottesville’s Fire Department traveled to the Port Authority of NY and NJ to accept, take delivery of and escort a 9/11 World Trade Center Artifact back to Charlottesville; and

WHEREAS, the cost of this will be entirely offset by private donations from the community; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that \$5,505 in received donations designated for Phase I is hereby appropriated in the following manner:

Revenues

\$5,505 Fund: 105 Internal Order: 2000099 G/L Account: 451020

Expenditures

\$1,887 Fund: 105 Cost Center: 3211001000 G/L Account: 530530

\$3,618 Fund: 105 Internal Order: 2000099 G/L Account: 530530

BE IT FURTHER RESOLVED by the Council of the City of Charlottesville, Virginia, that this appropriation is conditioned upon the receipt of \$5,505 in donations. Any donations collected in excess of \$5,505 will be hereby considered as a continuing appropriation and immediately available for the Fire Department to spend on the 9/11 Memorial Steel Project.

APPROPRIATION
Transit Division Project Funds

\$256,194 (CIP), \$242,629 (Operating grants), and \$513,000 (JAUNT)

WHEREAS, Federal Capital Grant funds of \$1,313,968 and State Capital Grant funds of \$262,794 have been awarded to the City of Charlottesville, and this amount is \$256,194 less than the amount required to include the purchase of two hybrid replacement buses in the Transit Division program of projects; and

WHEREAS, City Council has authorized \$256,194 in additional CIP funds for FY2012 Transit Capital projects in P-00334 from the CIP Contingency CP-080; and

WHEREAS, Federal Operating Grant Funds of \$1,857,017 and State Operating Grant Funds of \$1,060,004 have been awarded to the City of Charlottesville, and the combined amounts are \$242,629 greater than previously budgeted; and

WHEREAS, Federal Grant Funds have been awarded to JAUNT in the amount of \$513,000 and these funds must pass through the City of Charlottesville; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the following is hereby appropriated in the following manner, contingent upon receipt of the grant funds:

Budget Transfer Sender

\$256,194 Fund: 426 WBS: CP-080 G/L: 561245 Trnsf Transit

Budget Transfer Receiver

\$256,194 Fund: 426 WBS: P-00334 G/L: 599999 Lump Sum

Revenue (Capital)

\$175,510 Fund: 245 Cost Center: 2804001000 G/L: 430110 St Grant
(\$431,704) Fund: 245 Cost Center: 2804001000 G/L: 431110 Fed Grant
\$256,194 Fund: 245 Cost Center: 2804001000 G/L: 498010 Transfers

Revenue (Operating)

\$ 78,224 Fund: 245 Cost Center: 2801001000 G/L: 430080 St Assist.
\$156,168 Fund: 245 Cost Center: 2801001000 G/L: 430110 St Grant
\$ 8,236 Fund: 245 Cost Center: 2801001000 G/L: 431110 Fed Grant
\$ 1 Fund: 245 Cost Center: 2801001000 G/L: 431505 Job Access

Expenditures (Operating)

\$242,629 Fund: 245 Cost Center: 2801001000 G/L: 599999 Lump Sum

Revenue (JAUNT)

\$513,000 Fund: 245 Cost Center: 2821002000 G/L: 431010 Fed Assist

Expenditures (JAUNT)

\$513,000 Fund: 245 Cost Center: 2821002000 G/L: 540365 JAUNT Pymt

RESOLUTION

Reentry Employment Program – Allocation of Funds from Reentry Workforce
Development Account
\$30,060

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$30,060 is hereby paid from currently appropriated funds in the Reentry Workforce account in the General Fund to OAR as invoices are received for administration of this program:

\$30,060

Fund: 105

Internal Order: 20001000

RESOLUTION

Real Estate Assessment System Upgrade and GIS Web Viewer - \$249,232

BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia, that the \$249,232 will be transferred from the Capital Projects Contingency account to the following Real Estate Assessment Upgrade and the GIS Web Viewer accounts:

Transfer From

\$249,232	Fund: 425	WBS: CP-002	GL Account: 561426
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Transfer To

\$199,232	Fund: 426	WBS: P-00666	GL Account: 498010
\$199,232	Fund: 426	WBS: P-00666	GL Account: 599999
\$ 50,000	Fund: 426	WBS: P-00664	GL Account: 498010
\$ 50,000	Fund: 426	WBS: P-00664	GL Account: 599999

LOCAL GOVERNMENT SUPPORT AGREEMENT FOR RECYCLING PROGRAMS

AMONG

THE CITY OF CHARLOTTESVILLE

THE COUNTY OF ALBEMARLE

AND

THE RIVANNA SOLID WASTE AUTHORITY

This **Local Government Support Agreement for Recycling Programs** (this “Agreement”) is made this ___day of _____, 2011 by and among the **City of Charlottesville, Virginia** (the “City”), the **County of Albemarle, Virginia** (the “County”) and the **Rivanna Solid Waste Authority** (the “Authority”, individually, a “Party”, and together referred to as the “Parties”).

WHEREAS, on November 20, 1990, the City and the County entered into a certain Solid Waste Organizational Agreement (the “Organizational Agreement”) for the purpose of forming the Authority to operate the Ivy Landfill (the “Landfill”) and provide other waste management services for the City and County;

WHEREAS, the Landfill operated continuously from 1968 until the closure of Cell 2 in 2001; however the Authority continues to provide waste management services to the City and County and has continuing obligations with respect to the closure, remediation and monitoring of the Landfill;

WHEREAS, the Authority owns a transfer station at the Landfill site (the “Ivy Transfer Station”) currently operated by the Authority, with transportation and disposal of the compacted waste provided by Waste Management, Inc. (formerly Atlantic Waste Disposal, Inc.) pursuant to a contract with the Authority (the “Waste Management Contract”);

WHEREAS, in addition to the Ivy Transfer Station, the Authority provides other waste and recycling services at the Landfill site, commonly referred to as the “Ivy Material Utilization Center” (the “Ivy MUC”).

WHEREAS, the City, the County, the Authority and the University of Virginia entered into a Memorandum of Understanding dated January 10, 2005 with respect to the sharing of costs related to the closure, remediation and monitoring of the Landfill (the “Environmental Expenses MOU”);

WHEREAS, the City, the County and the Authority entered into a Local Government Support Agreement dated December 17, 2007, as amended by First Amendment to Local

Government Support Agreement dated July 1, 2010, providing for the participation of the City and County in the costs of maintaining the operation of the McIntire Recycling Center and Paper Sort Facility (collectively the “Recycling Services”) as well as the Ivy Transfer Station and Ivy MUC, which agreement expired on December, 31, 2010;

WHEREAS, the Parties desire to enter into a new Agreement to continue to provide for local government contributions to the Authority by the City and the County to allow the Authority to cover the Authority’s administration and operating expenses allocated to recycling services provided at the Authority’s McIntire Recycling Center (the “MRC”) over and above the revenues received under, and the costs covered by, the Environmental Expenses MOU and the other revenues received by the Authority; and,

WHEREAS, the County and the Authority are entering into a separate Local Government Support Agreement for Ivy Material Utilization Center Programs pursuant to which a separate portion of the Authority’s Administration Services expenses (more particularly described in Paragraph 1 below) will be allocated (the “Ivy MUC Programs LGSA”).

NOW, THEREFORE, the Parties agree as follows:

1. **City’s and County’s Proportional Funding of Authority’s Projected Annual Recycling Operations Deficit**

If the Authority determines that despite all reasonable efforts to fund the operating and administrative expenses of the recycling services provided at the MRC from the sale of recyclable material collected at, and fees charged (if any) for the use of, the MRC that an operating deficit will exist, it shall prepare and adopt a budget, including reasonable reserves, balanced by using revenue to be contributed by the City and the County. For purposes of the budget for the Authority, the percentage of the City’s portion of the revenue to be contributed shall be thirty percent (30%) and the County’s portion of the revenue to be contributed shall be seventy percent (70%). The Administration Services expenses for the recycling services provided at the MRC shall be allocated as twenty percent (20%) of the total Administration Services expenses of the Authority. An example of the calculations required by this paragraph is set forth in Exhibit 1 attached hereto, and such calculations shall be made by the Authority in a manner consistent with the example in Exhibit 1. The percentage of Administration Services expenses set forth above assumes that an additional portion of the Authority’s total Administration Services expenses will be allocated under the Ivy MUC Programs LGSA, and therefore the parties hereto agree that this Agreement and the Authority’s continuation of the MRC recycling programs with the level of funding determined by such percentage is contingent upon entry by the County into the Ivy MUC Programs LGSA, and in the event of any extension of the term of this Agreement pursuant to Paragraph 4 below, upon an extension for the same period of the term of the Ivy MUC Programs LGSA.

2. **Quarterly Payments**

If the Authority's proposed annual budget for the operating and administrative expenses of the recycling services provided at the MRC is balanced by revenues to be contributed by the City and the County, the City and the County agree to provide such revenues by payments to the Authority made quarterly on the first day of July, October, January, and April of such fiscal year of the Authority, subject to the provisions of paragraphs 5 and 6 below.

3. **Increase or Decrease in the Recycling Operations Deficit**

Payments by the City and the County to the Authority for any particular fiscal quarter shall be increased or decreased, as appropriate to take into account any extraordinary increases or reductions in MRC recycling services operation and administrative expenses and/or reductions or increases in recycling revenues from the MRC not anticipated by the adopted budget for such year upon the Authority's submission of an amended budget approved by the Authority's Board of Directors to the City and the County at least 30 days prior to the due date of the next payment. Upon completion of the audited financial statements of the Authority for the prior fiscal year, the City's and County's payments to the Authority shall be increased or decreased, as appropriate, to take into account increases or decreases in actual MRC recycling services operation and administrative expenses and/or reductions or increases in actual MRC recycling revenues of the Authority from those anticipated by the adopted budget as shown by such financial statement, and such adjustments shall be determined by using the City's and County's percentages as set forth in paragraph 1 above; provided, however, that any such increase or decrease shall take into account any increase or decrease in payments for such year pursuant to the most recently adopted amended budget of the Authority for such year, if any. In the event the amount of local government support payments exceed amount of revenues needed by the Authority pursuant to paragraph 1 above, the Authority shall remit such excess to the City and County, or in the event that the City and County extend this Agreement as provided in paragraph 4 below, the Authority may carry such excess over to the next fiscal year giving the City and County credit during such year for such excess.

4. **Term of Agreement**

This Agreement shall be effective upon execution and the financial participation requirements shall be retroactive to July 1, 2011 and shall continue for the Authority's fiscal year ending June 30, 2012. Subject to Paragraph 1 above, the term of this Agreement shall be extended for up to two (2) additional one (1) year terms upon the Authority's receipt of a written request by both the City and County not later than May 1 of the current term or any extended term..

5. **Solid Waste Organizational Agreement**

The Parties enter this Agreement notwithstanding any provisions in the Organizational Agreement conflicting with this Agreement, and agree that in the event of any such conflicting provisions, this Agreement shall control.

6. **Voluntary City and County Funding**

Nothing in this Agreement shall be construed as creating a claim, cause of action, or right of recovery against either the City or the County by the Authority or by any creditor or claimant of the Authority. The Authority acknowledges that neither the City nor the County is under any legal or equitable obligation to provide funding to the Authority, but that each has voluntarily chosen to do so for the sole reason of insuring the continuation of a certain level of solid waste disposal and recycling services being provided by the Authority at the MRC, and the City and County each acknowledges that in the event such funding is not made available to the Authority, the Authority will necessarily have to curtail those services.

7. **Non-Appropriation**

This Agreement is subject to the approval, ratification, and annual appropriations by the Charlottesville City Council and the Albemarle County Board of Supervisors of the necessary money to fund this Agreement for this and any succeeding fiscal years. Should the City or the County fail to appropriate the necessary funding, it shall give prompt written notice to the Authority and the other party of such non-appropriation, and this Agreement shall automatically terminate without further notice by or to any Party.

8. **Amendment**

Any amendment to this Agreement must be made in writing and signed by the Parties.

9. **Governing Law**

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

10. **Notices**

Any notice, invoice, statement, instructions, or direction required or permitted by this Agreement shall be addressed as follows:

- a. To the City: Office of the City Manager
P.O. Box 911
Charlottesville, VA 22902

- b. To the County: Office of the County Executive
401 McIntire Road
Charlottesville, VA 22902
- c. To the Authority: Office of the Executive Director
Rivanna Solid Waste Authority
P.O. Box 979
Charlottesville, Virginia 22902-0979

or to such other address or addresses as shall at any time or from time to time be specified by any Party by written notice to the other Parties.

11. **Integration Clause**

This Agreement, and any amendment or modification that may hereafter be agreed to in accordance with the provisions herein, constitutes the entire understanding between the Parties with respect to the matters addressed, and supersedes any and all prior understandings and agreements, oral or written, relating hereto, except for the Environmental Expenses MOU.

12. **Execution**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREAS these terms are agreeable to the City of Charlottesville, the County of Albemarle and the Rivanna Solid Waste Authority, and each Party offers its signature as of the date below.

THE CITY OF CHARLOTTESVILLE:

Maurice Jones
City Manager

Date

THE COUNTY OF ALBEMARLE:

Thomas Foley
County Executive

Date

RIVANNA SOLID WASTE AUTHORITY:

Thomas L. Frederick, Jr.
Executive Director

Date

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