



**CITY COUNCIL AGENDA**  
**January 6, 2014**

5:30 p.m. – 7:00 p.m.

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

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

**ORGANIZATIONAL MEETING** Council Election of Mayor and Vice Mayor

**AWARDS/RECOGNITIONS**  
**ANNOUNCEMENTS**

**MATTERS BY THE PUBLIC** Public comment will be permitted for the first 12 speakers who 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 RESPONSE 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 for December 16
  - b. APPROPRIATION: Appropriation and Transfer for the Thomas Jefferson Area Coalition for the Homeless Collaborative – \$65,000 (2<sup>nd</sup> of 2 readings)
  - c. APPROPRIATION: FY 2014 JAUNT Pass-through Funding - \$480,724 (2<sup>nd</sup> of 2 readings)
  - d. APPROPRIATION: 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) - \$27,039 (1<sup>st</sup> of 2 readings)
  - e. APPROPRIATION: Thomas Jefferson Crisis Interview Team Asset Forfeiture Transfer Program - \$111,726 (1<sup>st</sup> of 2 readings)
  - f. APPROPRIATION: 2014 Department of Motor Vehicles Virginia Highway Safety Grant for Alcohol Enforcement - \$13,950 (1<sup>st</sup> of 2 readings)
  - g. APPROPRIATION: 2014 Department of Motor Vehicles Virginia Highway Safety Grant for Speed Enforcement – \$6,720 (1<sup>st</sup> of 2 readings)
  - h. APPROPRIATION: Appropriation of Funds from the Freeman Dunn Law Firm to the Fontaine Fire Station Project - \$262.48 (1<sup>st</sup> of 1 reading)
  - i. ORDINANCE: Cable Franchise Agreement Extension (2<sup>nd</sup> of 2 readings)
  - j. APPROPRIATION: FY12-13 HOME Funds - \$89,902 (1<sup>st</sup> of 2 readings)
- 2. PUBLIC HEARING / RESOLUTION\*** Permit Parking: 10<sup>th</sup> & Page and Fifeville Neighborhoods (1<sup>st</sup> of 1 reading)
- 3. REPORT** Rivanna Quarterly Update
- 4. REPORT** PVCC Annual Update (*Written Report only – no presentation*)

**OTHER BUSINESS**

**MATTERS BY THE PUBLIC**

\*ACTION NEEDED

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**OFFICE OF THE CITY ATTORNEY  
MEMORANDUM**

**TO:** City Council  
cc: Maurice Jones, City Manager

**FROM:** Craig Brown, City Attorney

**DATE:** December 27, 2013

**RE:** Election of Mayor and Vice-Mayor

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The City Code provides that every two years, following a Council election, the City Council shall hold an organizational meeting and elect one member as Mayor and one member as Vice Mayor for two year terms. The purpose of this memo is to set forth City Council's customary procedure when electing officers.

At the organizational meeting the City Manager will chair the meeting until the Mayor and Vice Mayor are elected. After the meeting is called to order the nomination and election process will be as follows:

1. The Chair will ask for nominations for the Office of Mayor.
2. In accordance with Council's customary practice, only names that are moved and seconded will be placed in nomination. Any Council member may move or second his or her own name.
3. After one or more persons are nominated and it appears that no one else wishes to make a nomination, the Chair will ask if there are any further nominations. If there is no response, the Chair will declare that nominations for the Office of Mayor are closed.
4. Councilors will then vote on the first person nominated for the Office of Mayor. A Council member who is nominated may vote for himself or herself.
5. If a majority of those present and voting affirmatively vote for the first candidate, that person is elected Mayor and there is no further voting. If the first candidate does not receive a majority, Council will then vote on the second person nominated. If no nominee receives a majority, there will need to be a motion, second and vote on reopening nominations.

6. After a Councilor is elected as Mayor, the same procedure will be followed for the election of the Vice Mayor. Following the election of the Vice Mayor, the newly-elected Mayor will chair the remainder of the meeting.

If you have any questions about this procedure or would like to suggest any changes please contact me or the City Manager.

**NOTICE OF SPECIAL MEETING**

A SPECIAL MEETING OF THE CHARLOTTESVILLE CITY COUNCIL WILL BE HELD ON Monday, December 16, 2013, AT 6:00 p.m. IN THE Second Floor Conference Room.

THE PROPOSED AGENDA IS AS FOLLOWS:

Closed session as provided by Section 2.2-3712 of the Virginia Code

BY ORDER OF THE MAYOR

BY Paige Rice

**SECOND FLOOR CONFERENCE ROOM – December 16, 2013**

Council met in special session on this date with the following members present: Mr. Huja, Ms. Smith, Ms. Galvin, Ms. Szakos, Mr. Norris.

On motion by Ms. Szakos, seconded by Mr. Norris, Council voted, (Ayes: Mr. Huja, Ms. Galvin, Mr. Norris, Ms. Szakos; Noes: None; Absent at time of vote: Ms. Smith), to meet in closed session for discussion and consideration of prospective candidates for (1) Discussion, consideration and interviews of prospective candidates for appointment to City boards and commissions, as authorized by Va. Code sec. 2.2-3711 (A) (1); and, (2) Consultation with legal counsel for legal advice regarding the negotiation of the terms and conditions of a cost sharing agreement with the Albemarle County Service Authority for the costs of the Rivanna Pump Station and other capital wastewater projects, as authorized by Va. Code sec. 2.2-3711 (A) (7); and, (3) Discussion of the acquisition of real property on 11th Street, N.W., for a public purpose, where discussion in an open meeting would adversely affect the City's negotiating strategy, as authorized by Va. Code sec. 2.2-3711 (A) (3).

On motion by Ms. Szakos, seconded by Ms. Smith, Council certified by the following vote (Ayes: Mr. Huja, Ms. Galvin, Mr. Norris, Ms. Smith, Ms. Szakos; Noes: None), that to the best of each Council Member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion convening the closed session were heard, discussed or considered in the closed session.

**COUNCIL CHAMBERS - December 16, 2013**

**CALL TO ORDER**

Council met in regular session on this date with the following members present: Mr. Huja, Mr. Norris, Ms. Szakos, Ms. Galvin, Ms. Smith

**AWARDS/RECOGNITIONS**

Mr. Huja read a proclamation in honor of Mr. Norris on his last Council meeting. He presented him with a key to the City, as well as photographs of projects he has worked on during

his tenure as Councilor. Ms. Szakos pointed out that Mr. Norris is wearing necklaces from the two warrior groups of Winneba, Ghana. Mr. Norris thanked Council for the recognition and said it has been an honor and a pleasure to serve the City over the last seven plus years.

Mr. Norris recognized Mr. Philip Hoffman for representing the Charlottesville First Tee chapter at two national events.

Det. Joey Lewis was recognized for the American Legion Officer of the Year award.

Ms. Galvin announced City office closures, CAT and trash service schedules for the holidays.

Ms. Szakos announced the rescheduled budget work session at 6:00 p.m. in the Basement Conference Room on Thursday, December 19.

Ms. Smith announced that the Holiday City Market will be open this Saturday from 8:00 a.m. - 1:00 p.m. at the Water and South Street parking lot. Ms. Szakos commended City departments for their hard work and coordination during the fire at the City Market lot on Sunday.

On motion by Mr. Norris, seconded by Ms. Smith, the following appointments were made to Boards & Commissions: to the BAR, Whit Graves, Tim Mohr, and Carl Shwarz; to the Personnel Appeals Board, Joseph Sabol, Richard Brewer; to the CDBG Task Force for 10<sup>th</sup> & Page, Justin Sarafin; to the Workforce Advisory Council: Stephanie Carter, Adam Hastings, Susan Erno, Valerie Palamountain, Barbara Kessler, Barbara Miller, Rod Gentry, Helen Cauthen, Adrian Felts, Sarad Davenport, Francis Burns, Donna Kauffman, and Jenny Kim-Heyns; to the Parks and Recreation Advisory Board, Everett Maurice Walker, Scott Morgan, and Ruth Barnett. (Ayes: Mr. Norris, Ms. Smith, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: None.)

## **MATTERS BY THE PUBLIC**

Mr. Paul Long, 1410 Grady Ave., said he is dismayed that the newly announced revised CAT routes will deny public access to many citizens.

Mr. Brandon Collins, 418 Fairway Ave., said PHAR is eagerly awaiting the CRHA report from the City Manager this evening. PHAR supports the idea of greater City involvement with the Housing Authority. Structural problems with the Housing Authority must be addressed before we can talk about redevelopment.

Ms. Deirdre Gilmore, 1000 Preston Ave., thanked Mr. Norris and Ms. Holly Edwards for all the work they have done on housing, especially the BankOn and reentry programs. She thanked Mr. Norris for taking a lot of homeless people off the streets with the SRO building. She told Mr. Fenwick she hopes we can count on him for support for reentry programs.

Mr. Larry Jones, 301 Middleton Ln., said parking on Middleton Lane is a problem. Only seven cars can fit on the block.

Ms. Lillie Williams, PO Box 866, Charlottesville resident, on behalf of Chihamba, announced the 25th Annual African-American Cultural Arts Festival in July. She asked Council to extend an invitation to our sister city in Winneba, Ghana for the event.

Ms. Janice Jones, 301 Middleton Ln., seconded her husband's plea for additional parking on Middleton Lane.

Ms. Jeanne Chase, 223 Old Lynchburg Rd., thanked Mr. Norris for seeing citizens through the completion of the Old Lynchburg Road project. She said there are two properties that will be affected by parking changes on Middleton Lane.

Mr. Thomas Daniel, 826 Colridge Dr., spoke on raising cigarette tax in the City. He said he has done many medical procedures due to health problems with smokers.

Mr. Randy Page, 1401 Wellford St., said we should reconsider the YMCA, especially in light of the many changes that have taken place since approval by a slim margin. He supports the YMCA, but the City is making a mistake by locating it in McIntire Park.

Ms. Maryfrances Porter, Executive Director for Region 10, gave Council an overview of Region 10 services in the past year. She said the City's financial support is critical to ensure they can provide care for the most vulnerable members of our community. Transportation is also an issue; they requested Council's support for implementing safe pedestrian measures.

Dr. David Moody, 1545 Old Oaks Dr., Medical Director at Region 10, said he is here to emphasize Region Ten's psychiatric services, which have become a very important part of their program. He said expanding needs are not being met with increased ability to provide additional services.

Mr. Joseph Bostock, 114 Lankford Ave., Apt. 7, said we need additional support for emergency services for Region Ten. He also asked for more buses on Sundays.

Mr. Robert Johnson, Executive Director of Region Ten, said they are going through a lot of transformation. They are working on becoming a "health home", which will allow them to provide more services than they have in past years.

## **COUNCIL RESPONSE**

Ms. Szakos said we support Chihamba, and we will invite our friends from Ghana to attend. She supported efforts to reduce teen smoking and believes we should do this regardless of whether Albemarle County supports the initiative.

Mr. Norris said he fully supports a cigarette tax, but he does not believe Albemarle County is permitted to increase cigarette tax. He would like to increase the percentage that goes towards smoking cessation program support. He asked staff to follow up on parking at Middleton Lane. Mr. Jones asked Mr. Tolbert to speak to the matter. Mr. Tolbert explained that we will not change the parking at that location. The signs were erected to elicit opinions, and based on feedback there will be no change to parking in that area.

Mr. Norris thanked Region Ten for the wonderful services they provide. Ms. Smith agreed.

Ms. Galvin said we need to talk more aggressively with our counterparts in the County about opportunities for a regional transportation network.

Mr. Huja said he met with a group about the cigarette tax, and he supports the increase tax in order to discourage youth smoking and increase City revenues for education and other important needs.

Ms. Szakos announced the next transit meeting will take place on December 28 for new bus routes that will go into effect on Saturday, January 4.

### **CONSENT AGENDA**

- a. **Minutes for December 2**
- b. **APPROPRIATION: Virginia Department of Rail and Public Transportation F.Y. 2014 Mid-Year Funding Allocation - \$565,105 (2nd reading)**
- c. **APPROPRIATION: Charlottesville Sheriff's Office Insurance Claim Recovery - \$12,943.95 (2nd reading)**
- d. **APPROPRIATION: Yarney Loan Payoff - \$8,411.00 (2nd reading)**
- e. **APPROPRIATION: Reimbursement for Attendance to the Congress of Building Code Officials \$1,000 (carried)**
- f. **APPROPRIATION: Appropriation and Transfer for the Thomas Jefferson Area Coalition for the Homeless Collaborative - \$65,000 (carried)**
- g. **APPROPRIATION: F.Y. 2014 JAUNT Pass-through Funding - \$480,724 (carried)**
- h. **APPROPRIATION: Appropriation of Funds from Charlottesville City Schools to the Buford Science Labs Project - \$451**
- i. **RESOLUTION: Release of Outstanding \$30k Albemarle Housing Improvement Program (AHIP) Loan**



- j. **RESOLUTION: FY 12-13 and FY 13-14 Action Plan Amendments and Housing Funds Allocation**
- k. **RESOLUTION: Support for First Day Introduction Requirement for Bills with Local Fiscal Impacts**
- l. **RESOLUTION: Release of Encroachment Permit at 853 West Main Street**
- m. **RESOLUTION: Grant Application for Trails Program - Meadow Creek Trail and Bridge Construction**
- n. ~~**ORDINANCE: Sale of Kenwood Lot (2nd reading)**~~ *pulled for discussion*
- o. **ORDINANCE: Petition to Rezone Property Adjacent to 601 Concord Avenue (2nd reading)**
- p. **ORDINANCE: Cable Franchise Agreement Extension (carried)**

Item n, Sale of Kenwood Lot, was moved to report number five on the regular agenda.

On motion by Mr. Norris, seconded by Ms. Smith, Council approved the consent agenda. (Ayes: Mr. Norris, Ms. Smith, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: None.)

**PUBLIC HEARING / RESOLUTION: Authorize Lease Agreement for 608 Ridge Street**

Authorize Lease Agreement for 608 Ridge Street

Ms. McHugh presented to Council on the authorization of the lease agreement at 608 Ridge Street. Staff proposes to continue the current lease until June 30, 2014, at which time LEAP may move into the basement portion of the building. There are some issues that are being worked out with the current tenant due to canines living in the basement.

Ms. Galvin asked if the rent of \$400/month for the basement apartment is at market rate. Ms. McHugh said we did not do a comparison based on size.

On motion, the public hearing was opened. Having no speakers, the hearing was closed.

Ms. Szakos said it worries her to take an affordable unit out of circulation because of our need for workforce housing. Ms. Smith said we may want to revise the lease to say no pets due to the current issues.

Ms. Galvin said she wonders why Council is being asked to subsidize the rent if LEAP feels it needs to expand but does not have the resources. They should go through the ABRT process so they can pay the \$400/month rent increase. Ms. McHugh said they are not expanding but need additional space because staff is cramped in the current area.

Mr. Norris said LEAP is serving a wider area than they originally were.

The resolution was moved by Mr. Norris and seconded by Ms. Smith. Ms. Szakos asked if they would accept an amendment to keep the basement as an apartment. Ms. Galvin said it sounds like they need the space. We should allow them to expand, then keep the rent at the \$400 level. Ms. Szakos asked if we could put the extra \$200 in the Housing Fund. Mr. Huja said that is a conversation for another time. Ms. Galvin said we should amend the resolution to read \$1,000 - commencing on July 1. Mr. Norris and Ms. Smith accepted Ms. Galvin's amendment. The resolution passed as amended. (Ayes: Mr. Norris, Ms. Smith, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: None.)

**PUBLIC HEARING / RESOLUTION: Lease Agreement for Cellular Equipment at Market Street Parking Garage**

Lease Agreement for Cellular Equipment at Market Street Parking Garage

Mr. Engel presented to Council and explained the proposal from Cellco Partnership to install antennas and associated radio equipment on the Market Street Parking Garage property.

Ms. Smith asked if there are health implications associated with the proposed equipment. Mr. John Cooper, representing Verizon Wireless, said there are health requirements, and their unit meets those requirements.

On motion, the public hearing was opened. Having no speakers, the hearing was closed.

On motion by Ms. Szakos, seconded by Ms. Galvin, the resolution passed unanimously. (Ayes: Mr. Norris, Ms. Smith, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: None.)

Mr. Norris said this is going to generate \$9,000/year for the City.

**REPORT: State of the City Address**

Mr. Huja presented a State of the City Address, reviewing the past year. A copy of the presentation is available on the City's website.

**ORDINANCE: Sale of Kenwood Lot (2nd reading)**

Ms. McHugh presented to Council. The current ordinance is to sell to the Scott/Wood family. Mr. Daly and Mr. Brown provided clarification for Council on the 10' pipe stem easement. Mr. Huja asked if this provides enough space to accommodate construction vehicles. Mr. Daly said it depends on the size of the vehicle. City-owned maintenance vehicles would be able to access the area.

Mr. Huja suggested amending the ordinance to provide 20' pipe stem access easements and accordingly reduce the price of the lot by that square footage rate. The money should go to the

recreation fund. Ms. Szakos asked staff about the need for more than 10'. She said she is concerned about steep slopes issues in connection with increasing the easement to 20'.

Ms. Smith seconded Mr. Huja's motion.

Ms. Galvin asked if there is an option to require an accessory unit as a condition of sale. Mr. Scott, the recommended purchaser, was invited forward to speak. He said providing an accessory unit is possible.

In response to an inquiry from Ms. Smith, Mr. Brown explained that a lot of record is exempt from the steep slopes requirement, provided you locate the house in an area where there are no steep slopes if possible.

Ms. Galvin made a further amendment to make an accessory unit a condition of sale. Mr. Norris seconded Ms. Galvin's amendment.

Mr. Norris asked if we could change the easement to a 15' pipe stem, leaving the price as-is, so as not to overcrowd the lot.

Mr. Brown reminded Council that they cannot force occupancy of the accessory unit.

Ms. Riddervold said there is a storm water structure at the street, and it may be blown out because of water coming off the street and running down the hill. There may be room for opportunity to put in some stabilizing material. Staff could come up with some strategies to ameliorate the issues at this location.

Mr. Huja withdrew his motion for a 20' pipe stem. Mr. Norris moved to change the easement to accommodate a 15' pipe stem; Ms. Smith seconded.

Mr. Scott said the water meter and sewer set-up will have to be moved.

The motion to amend the easement to accommodate a 15' pipe stem passed. (Ayes: Mr. Norris, Ms. Smith, Mr. Huja, Ms. Galvin; Noes: Ms. Szakos.)

The motion to amend the ordinance to require an accessory unit passed. (Ayes: Mr. Norris, Ms. Smith, Mr. Huja, Ms. Galvin; Noes: Ms. Szakos.)

Ms. Smith reminded staff of the amendment that proceeds go to Parkland Acquisition.

Ms. Szakos moved that staff reconfigure the two parcels so that there is a 15' wide access pipe stem to the park. Mr. Norris seconded. (Ayes: Mr. Norris, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: Ms. Smith.)

Council voted on the ordinance as amended. The ordinance passed. (Ayes: Mr. Norris, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: Ms. Smith.)

## **REPORT City Market/Mixed-Use Development Proposal**

### City Market/Mixed-Use Development Proposal

Mr. Engel presented to Council on the proposals to develop the current City Market.

Ms. Galvin said it is important to emphasize urban design principles as part of the RFP. She submitted suggested revisions to reflect this. Mr. Engel said we can emphasize this in the guiding principle.

Mr. Norris said he is not convinced the development community can come back with something that will work, but he is willing to test the idea. If we cannot make this work, he hopes Council will consider going with Option 1 and create a public plaza.

Council voted to support the RFP unanimously. (Ayes: Mr. Norris, Mr. Huja, Ms. Galvin, Ms. Szakos, Ms. Smith; Noes: None.)

## **REPORT: Charlottesville Redevelopment & Housing Authority Review**

### Charlottesville Redevelopment & Housing Authority Review

Mr. Jones presented to Council on his review of the CRHA over the last few months. He reviewed activities over the past year that have increased the relationship between the City and the CRHA. Areas of concern include financial outlook, resident relations, facilities maintenance, procurement, human resources, board development, public safety, and redevelopment.

Mr. Jones reviewed his recommendations for Council, which are detailed in the memo contained in the Council materials.

Mr. Norris thanked Mr. Jones and his staff for their dedication to this issue. He said the CRHA does not have development capabilities right now. We should put RAD on the backburner and get the Charlottesville Development Corporation (CDC) off the ground. He is concerned about having the Council serve as the Housing Authority board. He is also concerned with the idea of drawing money from the Housing Fund in order to cover operating costs associated with CRHA. The purpose of the fund is strictly to grow affordable housing stock. He appreciated the direction Mr. Jones is taking this conversation.

Ms. Szakos asked if we invited the CRHA Director and Board to attend this presentation. Mr. Jones said they were aware of it. She said she was startled at the magnitude of the shrinkage of the CRHA staff, and she believes some of the problems with organization and communication can be attributed to this. We do need to put more money into the Housing Fund, and we should examine this issue during the budget cycle.

Ms. Galvin said the CRHA used to be a robust agency, and we really do not have an agency that does redevelopment any longer. She does not see how the CDC will be able to address best practices in the resident services industry.

Ms. Smith said she was shocked to see the frequency of repair calls. She asked if there is a fundamental problem with efficiency. She does not want to see the City invest in an already broken system. There are pros and cons to the options on the table. She thanked Mr. Jones for the great information.

Mr. Huja said he is pleased we have begun the discussion. He agreed with Mr. Norris that daily management should not be delegated to the Council. He said we need staff. The most important thing is quality of housing. He suggested holding a work session.

Ms. Smith said we need more information on whether Section 8, RAD, or public housing is the most viable long-term option.

Mr. Huja asked if we can set a deadline for June 30 to get the items Mr. Jones outlined accomplished. Mr. Jones said this would be suitable and agreed that a work session would allow for a deeper analysis.

### **RESOLUTION: Water Resources Protection Program Fee Waiver and Incentive Policy**

#### Water Resources Protection Program Fee Waiver and Incentive Policy

Mr. Dan Sweet presented an update on the WRPP to Council.

Mr. David Bulova, with AMEC Environmental Infrastructure, presented to Council on the proposed stormwater credit policy and incentive program. He gave an overview of the program, reviewed key policy discussion points and provided clarifications for Council.

Mr. Norris asked why the start date for evaluating implementation was July 1, 2009. Mr. Bulova said 2009 is when the Chesapeake Bay program ran the model and established a baseline.

Ms. Smith asked if we can be assured new developments are being managed to the requirements. Mr. Bulova said all facilities will be inspected, and credits provide an incentive for owners to maintain their properties. Ms. Smith asked if it is possible for anyone to get 100% of their fee waived. The consultants replied that the maximum fee will be the greater of 90% or 100% minus one billing year. Ms. Smith asked why an advisory council was not formed sooner. Ms. Riddervold said one of the conditions of the utility being launched was the approved credits component. The committee was programmatic in nature, and not tasked with developing the building blocks of the program.

On motion by Ms. Szakos, seconded by Ms. Galvin, the resolution was adopted as presented. (Ayes: Ms. Smith, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: Mr. Norris.)

**REPORT: Homeowner Assistance with Stormwater Utility Fees**

Homeowner Assistance with Stormwater Utility Fees

Mr. Brown said staff is looking for guidance on mechanisms and criteria to assist homeowners in paying their fee when assistance is necessary. Mr. Brown recommended Council use this as a year to learn who uses this and who does not, and determine future need based on this information. Staff's recommendation is to use existing guidelines from the CHAP and Real Estate Tax Relief programs.

Mr. Huja said Council supports this and asked staff to come back with a resolution for a vote at an upcoming meeting.

**RESOLUTION: Transfer of Funds from Capital Improvement Program Contingency for the Context Sensitive Street Design Funding Appropriation - \$300,000**

Transfer of Funds for the Context Sensitive Street Design Funding Appropriation

Mr. Huja asked if Council was amenable to rescheduling this report for a future meeting. This is not a time-sensitive report. Ms. Galvin said this is a complex issue with three major facets. Ms. Smith said Council needs a presentation on the Context Sensitive Street Design report.

The report was deferred to the second meeting in January. Ms. Szakos asked if we can have a presentation of the costs and Complete Streets 101 in the near future. Mr. Tolbert said we can do this with one-on-one meetings.

Ms. Smith asked for some aspects of the resolution to be separated, such as the time line.

**RESOLUTION: Allocation of Charlottesville Housing Funds for Development of Property at 991 5th Street S.W. - \$350,000**

Allocation of Charlottesville Housing Funds for Development of Property at 991 5th Street

Ms. McHugh presented to Council. The City has been working with Charlottesville Abundant Life Ministries (CALM) to help purchase property and determine how to best develop this site by providing planning grant and technical assistance. In order to satisfy funding requirements for HUD, we must close out this project immediately.

Mr. Huja clarified that he is not paid for his service on the board and does not believe he has any conflict on this matter.

Mr. Rydell Payne, Executive Director of Charlottesville Abundant Life Ministries, said we would like to see some of those families work with those homes. The goal is for residents who currently live there be able to afford to buy them in the future.

Mr. Dan Rosensweig, Executive Director of Habitat, said providing a mixed income is what the market will bear in terms of 20-25%. He explained their design plans.

Mr. Norris said it is too late to drop this project at this time; we should stay true to the vision CALM has had all along. Mr. Norris moved to approve the resolution. Mr. Huja seconded. Ms. Smith requested an amendment stating that to the greatest extent possible, current residents of the Prospect Avenue community shall be given access to purchasing these homes. Mr. Norris and Mr. Huja accepted the amendment. Ms. Galvin said she would like to see a phasing plan.

The resolution was adopted with the noted amendment. (Ayes: Mr. Norris, Ms. Smith, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: None.)

**RESOLUTION: Transfer of Funds from Capital Improvement Program Contingency for the Synchro Project - \$300,000**

Transfer of Funds from Capital Improvement Program Contingency for the Synchro Project

Mr. Tolbert presented to Council. Staff has learned that VDOT will not let the City join the project they are doing in Albemarle County because of funding source issues.

Ms. Szakos said the increased price tag makes this less attractive, but this is still an important project.

Ms. Galvin said our citizens are concerned about intersection safety and street design, not light synchronization. Mr. Tolbert said the better traffic moves in these high volume areas, the better our neighborhood streets will move. Cut-through traffic will be reduced.

Mr. Huja said this is a minor amount of money compared to what we could be spending on highway improvements.

Ms. Galvin said since there is no longer urgency, we should defer a decision on this until the budget process.

Ms. Smith asked how VDOT expects this project to be successful if it all stops at Hydraulic.

Ms. Szakos moved allocating the additional \$300,000 on the condition that we do it in the same contract as VDOT and the county project. Mr. Huja seconded the motion. Ms. Smith said this does not address garnering county funds. A vote was not called for. Council decided to table this until staff can further discuss our options with VDOT.

**RESOLUTION: YMCA Ground Lease - Extension of Deadline for Construction**

**YMCA Ground Lease - Extension of Deadline for Construction**

Mr. Brown presented to Council. The YMCA has submitted a letter for an extension until January 15, 2015. Council must decide if the YMCA has shown good cause for requesting the extension, and if so, if there is a good reason not to grant the extension.

Ms. Smith asked for an explanation of the YMCA's funding situation. Mr. Kurt Krueger, Chairman of the YMCA, explained the history of their funding delays and why they occurred.

Ms. Smith asked what would happen if the YMCA cannot secure funding. Mr. Krueger said they are offering personal guarantees. She asked what risk the City is taking. Mr. Krueger said if they fail to operate the building for a certain period of time, they are in default, at which time the City can terminate the ground lease and will acquire the building.

On motion by Ms. Szakos, seconded by Ms. Galvin, the motion to extend the lease by one year was granted. (Ayes: Mr. Norris, Mr. Huja, Ms. Galvin, Ms. Szakos; Noes: Ms. Smith.)

**REPORT: SPCA Annual Update (Written Report Only - no presentation)**

**SPCA Annual Update**

**REPORT: Region 10 Update (Written Report Only - no presentation)**

**Region 10 Update**

**OTHER BUSINESS**

Mr. Norris said Mr. Ghartey has asked that the City donate a flag with the City seal on it so the winners of the annual Ghana festival can display the City flag. The motion passed unanimously. (Ayes: Mr. Norris, Mr. Huja, Ms. Galvin, Ms. Szakos, Ms. Smith; Noes: none.)

**MATTERS BY THE PUBLIC**

Mr. Louis Shultz, 1809 E. Market St., said this is the sixth time he has come to Council about Steephill Street. He said he will not go away until Council addresses his issues.

Meeting adjourned.



CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	December 16, 2013
Action Required:	Appropriation of Human Services Fund Balance and Transfer of Funds
Presenter:	Mike Murphy, Director, Human Services
Staff Contacts:	Mike Murphy, Director, Human Services
Title:	<b>Appropriation from Human Services Fund Balance and Transfer of Funds from the General Fund for the Thomas Jefferson Area Coalition for the Homeless Collaborative – \$65,000</b>

**Background:**

The Department of Human Services requests that City Council appropriate funds from the existing fund balance for Human Services (\$40,000) and monies set aside in the F.Y. 14 Budget during the Agency Budget Review Team (A.B.R.T.) process (\$25,000 for a collaborative serving individuals experiencing homelessness) to the Thomas Jefferson Area Coalition for the Homeless(T.J.A.C.H.).

**Discussion:**

The City of Charlottesville Issued a Request for Proposals (R.F.P.) in collaboration with the County of Albemarle on 7/28/13. The purpose of this R.F.P. was to establish a contract through competitive negotiation with an organization that would take the lead in fostering collaboration of homelessness service provision and planning in our community as required by Federal and State agencies and to leverage local government support. Through collaboration and coordination of current services and service providers, the City will be better able to identify potential deficiencies and/or areas of weakness that may require further assistance. Accordingly, the R.F.P. focused strictly on providing funding to an organization that could demonstrate collaborative efforts to provide services and/or coordination. Eligible offerors included the local Continuum of Care (C.o.C.) or one or more qualified homeless service providers working with the C.o.C.

The R.F.P. stated that the following needs must be met by the successful applicant:

- A. Establishment of a C.o.C. governance structure needs to be finalized and submitted to the localities within 60 days of contract award.
- B. Future board structure must meet the requirements of the Emergency Solutions Grant (E.S.G.) and Homeless Solutions Grant (H.S.G.). Funds can be used to develop the board and board membership must be established prior to the receipt of any funds.
- C. A signed Memorandum of Understanding (M.O.U.) will be submitted to the localities within 180 days of contract award. The M.O.U. will be signed by all member agencies of the Service Provider Council (S.P.C.) to the Continuum of Care. Specific provisions will include (at a minimum):
  - Signatories who will become the voting members of the S.P.C.

- Agreement as to use of a common risk assessment tool (i.e., the housing barrier inventory) and central intake process
- Agreement to work together to further the Community Plan to End Homelessness (as amended and adopted).
- Agreement to use H.M.I.S. data system consistently and work together to ensure that data is updated, as needed.
- Identification of specific measures to examine agreed upon common outcomes to be identified in the Community Plan to End Homelessness (as amended and adopted).
- Identification of a process for submission of community-wide grant applications (local, state and federal) that support objectives contained in the Community Plan to End Homelessness (as amended and adopted).

E. Provide an updated Community Plan to End Homelessness that includes objectives and strategies targeted to bring about measurable decreases in the number of persons experiencing homelessness in the City and Albemarle County.

F. Provide a presentation and written report to City Council, the Board of Supervisors, and Thomas Jefferson Planning District Commission, based on a mutually agreeable schedule to be submitted upon award of a contract. Said presentation/report will consist of 1) program elements/initiatives to bring about collaboration, 2) progress to date, 3) identification of collaboration strengths and weaknesses, 4) planned efforts to continue collaboration into the future.

T.J.A.C.H. was the sole respondent to the R.F.P. and the Proposal Analysis Group has recommended full funding of \$80,000 for their proposal. The City of Charlottesville has committed \$65,000 for this purpose and Albemarle County \$15,000.

**Alignment with City Council’s Vision and Priority Areas:**

This item primarily aligns with Council’s vision for Quality Housing Opportunities for All. Outcomes will demonstrate a coordinated assessment process, individuals and families linked to housing and other resources, and the length of time homelessness was experienced. In addition, a new community plan to end homelessness will be drafted. This item also fosters the ideals of Community of Mutual Respect and Economic Sustainability by providing services to vulnerable citizens and promoting self-sufficiency.

**Budgetary Impact:**

As the funds requested currently reside in the Community Attention Fund Balance, there is no adverse impact to the City’s budget process with this request.

**Recommendation:**

Staff recommends approval and appropriation of funds.

**Alternatives:**

The City of Charlottesville could elect to not award the money specified in the Request for Proposals.

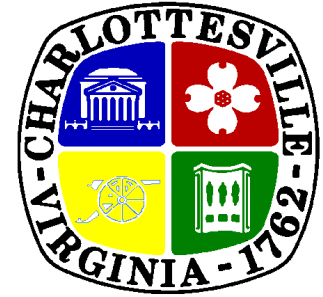
**Attachments:**

Request for Proposals#/ Homelessness14-20



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# REQUEST FOR PROPOSAL (RFP)



Issue Date: July 28, 2013

RFP# Homelessness/14-20

Title: Homelessness Planning & Coordination

Issuing Agency:	Department and/or Location Where Work Will Be Performed:
City of Charlottesville Department of Human Services	Department of Human Services Attention: Mike Murphy, Director 907 East Jefferson Street Charlottesville, VA 22902

Period Of Contract: One Calendar Year From date of award

Sealed Proposals Will Be Received [REDACTED] for furnishing the services described herein. Proposals received after the announced time and date for receipt remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFP#:	Homelessness /14-20
TITLE:	Homelessness Planning & Coordination
PROPOSAL DUE:	[REDACTED]

All Inquiries For Information Should Submitted in Writing and Be Directed To: Mike Murphy, at [murphym@charlottesville.org](mailto:murphym@charlottesville.org).

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

Department of Human Services  
Attention: Mike Murphy, Director  
907 East Jefferson Street  
Charlottesville, VA 22902

**TO RECEIVE A COMPLETE REQUEST FOR PROPOSAL  
PACKAGE, PLEASE VISIT OUR WEBPAGE AT  
[WWW.CHARLOTTESVILLE.ORG/PURCHASING](http://WWW.CHARLOTTESVILLE.ORG/PURCHASING)  
AND CLICK ON BIDS AND PROPOSALS.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with an organization(s) that will take the lead in fostering collaboration of homelessness service provision and planning in our community as required by Federal and State agencies and to leverage local government support. Through collaboration and coordination of current services and service providers, the City will be better able to identify potential deficiencies and/or areas of weakness that may require further assistance. Accordingly, this RFP will focus strictly on providing funding to organization(s) that can demonstrate collaborative efforts to provide services and/or coordination. Eligible offerors include the local Continuum of Care (CoC) or one or more qualified homeless service providers working with the CoC.
- II. **BACKGROUND:** While both the City and County have provided funding through the Annual Budget Review Team (ABRT) process to assist many of these organizations in the past, we believe that a more cooperative approach is currently necessary to improve centralized intake and to insist that local service providers work together to improve service delivery and improve access to various Federal/State/Other funding that may be available.
- III. **STATEMENT OF NEEDS:**

The following describes the services being requested herein. A thorough understanding of what is being requested will help inform your response to this RFP. Please review carefully.

A. Establishment of a CoC governance structure needs to be finalized and submitted to the localities within 60 days of contract award.

B. Future board structure must meet the requirements of the Emergency Solutions Grant (ESG) and Homeless Solutions Grant (HSG). Funds can be used to develop the board and board membership must be established prior to the receipt of any funds.

C. A signed Memorandum of Understanding (MOU) will be submitted to the localities within 180 days of contract award. The MOU will be signed by all member agencies of the Service Provider Council (SPC) to the Continuum of Care. Specific provisions will include (at a minimum):

- Signatories who will become the voting members of the SPC
- Agreement as to use of a common risk assessment tool (i.e., the housing barrier inventory) and central intake process
- Agreement to work together to further the Community Plan to End Homelessness (as amended and adopted).
- Agreement to use HMIS data system consistently and work together to ensure that data is updated, as needed.
- Identification of specific measures to examine agreed upon common outcomes to be identified in the Community Plan to End Homelessness (as amended and adopted).
- Identification of a process for submission of community-wide grant applications (local, state and federal) that support objectives contained in the Community Plan to End Homelessness (as amended and adopted).

E. Provide an updated Community Plan to End Homelessness that includes objectives and strategies targeted to bring about measurable decreases in the number of persons experiencing homelessness in the City and Albemarle County.

F. Provide a presentation and written report to City Council, the Board of Supervisors, and Thomas Jefferson Planning District Commission, based on a mutually agreeable schedule to be submitted upon award of a contract. Said presentation/report will consist of 1) program elements/initiatives to bring about collaboration, 2) progress to date, 3) identification of collaboration strengths and weaknesses, 4) planned efforts to continue collaboration into the future.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (3) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the City as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the City of Charlottesville requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- g. All costs of proposal preparation and presentation shall be borne by each offeror. The City is not liable for any cost incurred by the offeror prior to issuance of a contract.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.



B. SPECIFIC PROPOSAL INSTRUCTIONS:

Section 1 – Methodology/Specific Plan: Provide a description of how the offeror intends to address services contained in the statement of needs. Please be specific as to what, when and how the service will be performed.

Section 2 – Background & Experience: A written narrative statement to include:

- Experience of the organization(s) in providing the services described herein
- Experience of the personnel who will be doing the work.
- Experience with of both the organization and personnel in fostering collaboration
- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Section 3 – Proposed Budget: Submit a budget which includes any and all costs associated with providing the services outlined herein. Funds may be used for all work elements associated with achieving the specified services as well as for additional services as may be deemed necessary and appropriate. For any additional services, please clearly explain why these are being included and why each one is important. Payment will be made in accordance with the agreement set forth in any contract resulting from this solicitation.

Section 4 – Additional Information: This section is to be used to provide the following information.

- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Attachment A – Signature
- Attachment B – State Corporation Commission Form
- Attachment C – Offeror Data Sheet
- Attachment D – Certification of No Collusion
- Attachment E - Proprietary/Confidential Information Identification
- Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

A. EVALUATION CRITERIA: Proposals shall be evaluated by the City of Charlottesville using the following criteria:

1. Specific plans or methodology to be used to perform the services. Weight: 50%
2. Background and experience of offerors (organization and personnel) to perform the services. Weight: 30%
3. Price. The ability to provide a cost-efficient service as evaluated through the proposed budget. Weight: 10%
4. Strength of overall proposal. Overall quality of proposal submitted that specifically addresses the City’s Request for Proposals including the basic approach and understanding of the City’s objectives. This will be a component of the overall proposal. Weight: 10%

B. AWARD OF CONTRACT: The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each

offeror so selected, the Proposal Analysis Group shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the Proposal Analysis Group, as appropriate, determine in writing and in their sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The City reserves the right to award multiple contracts as a result of this solicitation.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall provide information on the CoC governance structure within 60 days of contract award. Further, a signed Memorandum of Understanding (MOU) as described in the Statement of Needs shall be provided within 180 days of contract award. The updated Community Plan to End Homelessness will be provided by the end of the term of the contract. Contractor will also provide an presentation/ report to City Council, the County of Albemarle Board of Supervisors, and the Thomas Jefferson Planning District Commission based on a mutually agreeable schedule.
- B. The contractor shall provide a quarterly progress report to Mike Murphy, Director of Department of Human Services, outlining the following:
  - 1. The specific accomplishments achieved during the reporting period.
  - 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
  - 3. The projected completion dates for the remaining specific tasks required by the contract.
- C. On or before the date specified in the contract, a final report shall be delivered to Mike Murphy, Director of Department of Human Services, for its approval. The contractor shall furnish one (1) copy of the final report.
- D. The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the City.

VII. PREPROPOSAL CONFERENCE: Not required

VIII. GENERAL TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the bid board located in the Purchasing Department.
- B. ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia 2.2.4343.1E*).

Every contract over \$10,000 shall include the provisions:

- 1. During the performance of this contract, the contractor agrees as follows:
  - A. During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and

- applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- C. ANTI-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
  - D. ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The City of Charlottesville does not discriminate against faith-based organizations.
  - E. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Charlottesville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Charlottesville under said contract.
  - F. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
  - G. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
  - H. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
  - I. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.
  - J. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.
  - K. BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The City's SAP electronic solution offers vendor self-service registration. Vendors are not required to register prior to bidding or submitting an offer, however, purchase orders cannot be issued and payment to vendors cannot be processed to a non registered vendor. Go to [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) to register. Complete instructions are included on the vendor registration page.
  - L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
    - A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by

more than ten percent (10%) of the amount of the contract without the advance approval of the City Manager or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).

- B. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
1. By mutual agreement between the parties in writing; or
  2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
  3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.
- M. CLARIFICATION OF TERMS: The City will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Purchasing Division no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any City representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the City's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- O. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the City to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the City be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the City's sole discretion, materially alter the overall combination

of quality, price and various elements of required services that in total are optimal relative to the City's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the City.

- P. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The City has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the City's Purchasing Office. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).
- Q. **COOPERATIVE CONTRACTING:** This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the *Code of Virginia*. Unless specifically prohibited by the offeror, any resultant contract may be extended to Albemarle County, the University of Virginia, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region Ten Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this proposal at contract prices. The successful vendor shall deal directly with City department with regard to order placement, delivery, invoicing and payment.
- R. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- T. **DESIGNATED PERSONNEL:** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the City. The City shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the City's sole discretion.
- U. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- V. **ETHICS IN PUBLIC CONTRACTING:** Per *Code of Virginia, 2.2-4367*: By submitting a proposal, the offeror certifies that their proposal is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- W. **HEADINGS:** Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.

- X. **IDLING REDUCTION REQUIREMENT:** Contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- Y. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Charlottesville, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Z. **INCLEMENT WEATHER/CLOSURE OF CITY OFFICES:** If the City of Charlottesville is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- AA. **INDEMNIFICATION:** Contractor hereby assumes, and shall defend, indemnify and save the City and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the City and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.
- BB. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
  - c. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
  - d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the City;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the City as an additional insured. The City shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

**Proof Of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the City certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the City; and (iii) the Offeror shall deliver to the City endorsements to the policies which require the City and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability. Such endorsements must be approved by the City, and (iv) upon the request of the City, provide any other documentation satisfactory to the City in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The City shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect Of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the City for any liability to the City, as specified in any other provision of this contract, and the City shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver Of Subrogation:** The Offeror agrees to release and discharge the City of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

**Right to Revise or Reject:** The City reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

CC. **OSHA STANDARDS:** All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

DD. **OWNERSHIP OF DOCUMENTS:** All information, documents, and electronic media furnished by the City to the Contractor belong to the City, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the City hereunder is specifically authorized in writing by the City in advance. All documents or electronic media prepared by or on behalf of the Contractor for the City are the sole property of the City, free of any retention rights of the Contractor. The Contractor hereby grants to the City an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

EE. **PAYMENT:**

A. **To Prime Contractor:**

a. The City shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the

terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the City shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the City fails to make payment by the required payment date, the City shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

- b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
- d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which city department is being billed.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a city department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

**B. To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

**FF. PAYMENT TERMS:** Payments shall be quarterly and must be accompanied by a written invoice demonstrating what services have been provided/completed during the period.

**GG. PERMITS AND FEES:** All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Charlottesville or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

**HH. PRECEDENCE OF TERMS:** The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM



AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- II. **PUBLIC INSPECTION OF CERTAIN RECORDS:** Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the City's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq). Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not be sufficient to invoke the protections referenced above.
- JJ. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- KK. **RIGHT TO ACCEPT OR REJECT OFFERORS:** The City reserves the right to accept or reject any or all proposals in whole or in part.
- LL. **SCHOOL CONTRACTOR CERTIFICATION:** Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with City of Charlottesville Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the City of Charlottesville and to the Charlottesville City School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor hereby acknowledges that, pursuant to Virginia Code section 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.
- Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the City of Charlottesville and the Charlottesville City School Board of any event that renders this certification untrue.
- MM. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the policy of the City of Charlottesville to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the City's procurement activities. Toward that end the City of Charlottesville encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities.
- NN. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site:

<http://www.scc.virginia.gov/>.

OO. TAXES: Include only taxes applicable to the project in this proposal. The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Charlottesville upon request.

PP. TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

QQ. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

RR. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the City, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offerer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

SS. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

IX. SPECIAL TERMS AND CONDITIONS:

A. CANCELLATION OF CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

X. METHOD OF PAYMENT: Payment will be made in accordance with the agreement set forth in any contract resulting from this solicitation.

XI. ATTACHMENTS:

ATTACHMENT A	Signature Sheet
ATTACHMENT B	State Corporation Commission Form
ATTACHMENT C	Offeror Data Sheet
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Proprietary/Confidential Information Identification

# SIGNATURE SHEET

RFP# Homelessness/14-20

Title: Homelessness Planning & Coordination

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Fax Number: (\_\_\_\_) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature In Ink)  
Name: \_\_\_\_\_  
(Please Print)  
Title: \_\_\_\_\_  
I have the authority to bind the corporation.

## STATE CORPORATION COMMISSION FORM

**Virginia State Corporation Commission (SCC) registration information. The bidder/offeror:**

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
<input type="checkbox"/>	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeror's out-of-state location) <b>-OR-</b>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. <b>Attach opinion of legal counsel to this form.</b>
<input type="checkbox"/>	<b>Check the following box if you have <u>not completed any of the foregoing options</u> but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).</b>

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company:	_____	Contact:	_____
	Phone:	_____	Email:	_____
	Dates of Service:		\$ Value:	

B.	Company:	_____	Contact:	_____
	Phone:	_____	Email:	_____
	Dates of Service:		\$ Value:	

C.	Company:	_____	Contact:	_____
	Phone:	_____	Email:	_____
	Dates of Service:		\$ Value:	

D.	Company:	_____	Contact:	_____
	Phone:	_____	Email:	_____
	Dates of Service:		\$ Value:	

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

### ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF CHARLOTTESVILLE, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and dated \_\_\_\_\_ was subscribed and sworn to before the undersigned notary public by \_\_\_\_\_ on \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

### CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)



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**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



<b>Agenda Date:</b>	December 16, 2014
<b>Action Required:</b>	Approve Appropriation
<b>Presenter:</b>	John Jones, Charlottesville Area Transit Manager
<b>Staff Contacts:</b>	John Jones, Charlottesville Area Transit Manager Leslie Beauregard, Director, Budget and Performance Management Judith Mueller, Public Works Director
<b>Title:</b>	<b>F.Y. 2014 JAUNT Pass-through Funding - \$480,724</b>

**Background:** The Commonwealth Transportation Board has approved award of \$480,724 in federal funding (F.T.A. Section 5307) for JAUNT services in the Culpeper district. These funds pass through the City of Charlottesville to reimburse JAUNT for eligible local operating expenses.

**Discussion:** JAUNT and the City of Charlottesville have a standing agreement mandated by the Federal Transit Administration requiring JAUNT to seek local operating reimbursement through the City of Charlottesville. Each year JAUNT must apply to the F.T.A. directly for these funds with the understanding that all pass-through reimbursement requests must comply with F.T.A. policies and the Sub-recipient Agreement by and between the City of Charlottesville and JAUNT.

**Community Engagement:** N/A

**Alignment with City Council's Vision and Priority Areas:** Approval of this agenda item aligns directly with Council's vision for Charlottesville to be **Economically Sustainable and a Connected Community Government**. Thus contributing to their 2012-2014 priority to be a leader by having an effective workforce development system that leverages all available resources and the delivery of quality services to our citizens in enhancing our residential neighborhoods.

**Budgetary Impact:** Because federal funds for JAUNT pass through the City of Charlottesville's on a reimbursement basis, there is no budget impact.

**Recommendation:** Approve appropriation

**Alternatives:** City Council may choose not to appropriate these funds. Without an appropriation these funds will not be accepted from the Federal Transit Administration and JAUNT will have to work with the Virginia Department of Rail and Public Transportation to obtain federal reimbursement

**Attachments:** JAUNT's S.T.I.P. Awards for F.Y. 2012 – 2015  
Copy of the Sub-recipient Agreement by and between the City of Charlottesville and JAUNT

**APPROPRIATION**  
**FY 2014 JAUNT Pass-through Funding - \$480,724**

**WHEREAS**, the Commonwealth Transportation Board has approved the award of \$480,724 in federal funding for JAUNT services in the Culpeper district. Funds to be reimbursed per the Sub-recipient Agreement by and Between the City of Charlottesville and JAUNT

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that \$513,000 is hereby appropriated in the following manner:

**Revenues - \$480,724**

Fund: 245                      Cost Center: 2821002000                      G/L Account: 431010

**Expenditures - \$480,724**

Fund: 245                      Cost Center: 2821002000                      G/L Account: 540365

**VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION  
STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM  
TRANSIT COSTS (in \$1,000)**

FY2012 - 2015

	Previous Funding	FY 2012	FY 2013	FY 2014	FY 2015	Total FY 2012-2015
<b>STIP ID</b>	<b>JNT0001</b>	<b>Title Operating Assistance</b>		<b>Recipient JAUNT, Inc</b>		<b>GROUP1</b>
FTA 5307		513	514	513	513	FTA 5307 2,053
FTA 5311		864	981	864	864	FTA 5311 3,573
State		755	923	755	755	State 3,188
Local		2,019	2,223	2,019	2,019	Local 8,280
Revenues		465	474	465	465	Revenues 1,869
<b>Year Total:</b>		<b>4,616</b>	<b>5,115</b>	<b>4,616</b>	<b>4,616</b>	<b>Total Funds: 18,963</b>
Description:	Adj #4 - Increased FY 13 by \$499K (\$1K - 5307, \$117K - 5311, \$168K - State, \$204K - local, 9K - Revenues) in accordance with approved FY13 SYIP.					
<b>STIP ID</b>	<b>JNT0002</b>	<b>Title Replacement Rolling Stock</b>		<b>Recipient JAUNT, Inc</b>		<b>GROUP3</b>
FTA 5311	395					FTA 5311 -
Flexible STP		360	693	621	556	Flexible STP 2,230
State	79	72	130	78	69	State 349
Local	20	18	43	78	69	Local 208
<b>Year Total:</b>	<b>494</b>	<b>450</b>	<b>866</b>	<b>777</b>	<b>694</b>	<b>Total Funds: 2,787</b>
Description:	Adj #4 - Add FY 13 funding in the amount of \$866K (\$693K - Flexible STP, \$130K - State, \$43K - local) in accordance with approved FY13 SYIP.					
<b>STIP ID</b>	<b>JNT0006</b>	<b>Title ADP Hardware</b>		<b>Recipient JAUNT, Inc</b>		<b>GROUP1</b>
FTA 5311	34		45			FTA 5311 45
Flexible STP	35	48		43	12	Flexible STP 103
State	10	6	6	6	2	State 20
Local	7	6	5	5	1	Local 17
<b>Year Total:</b>	<b>86</b>	<b>60</b>	<b>56</b>	<b>54</b>	<b>15</b>	<b>Total Funds: 185</b>
Description:	Adj #4 - Add FY 13 funding in the amount of \$56K (\$45K - 5311, \$6K - State, \$5K - local) in accordance with approved FY13 SYIP.					
<b>STIP ID</b>	<b>JNT0008</b>	<b>Title New Freedom Program</b>		<b>Recipient JAUNT, Inc</b>		
New Freedom	81	61	56			New Freedom 117
State	38	24	18			State 42
Local	2	1	1			Local 2
Revenues			5			Revenues 5
<b>Year Total:</b>	<b>121</b>	<b>86</b>	<b>80</b>			<b>Total Funds: 161</b>
Description:	Adj #4 - Add FY 13 funding in the amount of \$80K (\$56K - 5311, 18K - State, 1K - local, 5K - Revenues) in accordance with approved FY13 SYIP.					
<b>STIP ID</b>	<b>JNT0009</b>	<b>Title ADP Software</b>		<b>Recipient JAUNT, Inc</b>		<b>GROUP1</b>
FTA 5311	48		20			FTA 5311 20
Flexible STP	2	5		6	16	Flexible STP 27
State	9	1	3	1	2	State 7
Local	2		2	1	2	Local 5
<b>Year Total:</b>	<b>61</b>	<b>6</b>	<b>25</b>	<b>8</b>	<b>20</b>	<b>Total Funds: 59</b>
Description:	Adj #4 - Decreased FY 13 by \$10K (\$8K - 5311, \$1K - State, \$1K - local, 9K) in accordance with approved FY13 SYIP.					
<b>STIP ID</b>	<b>JNT0012</b>	<b>Title Bus Construction Maint Facility</b>		<b>Recipient JAUNT, Inc</b>		
Federal Stimulus	41					Federal Stimulus -
Flexible STP						Flexible STP -
State	-					State -
Local	-					Local -
<b>Year Total:</b>	<b>41</b>					<b>Total Funds: -</b>
Description:						
<b>STIP ID</b>	<b>JNT0013</b>	<b>Title Communication Systems</b>		<b>Recipient JAUNT, Inc</b>		<b>GROUP3</b>
Federal Stimulus	93					Federal Stimulus -
Flexible STP			288			Flexible STP 288
FTA 5307		34				FTA 5307 34
State	-	4	40			State 44
Local	-	4	33			Local 37
<b>Year Total:</b>	<b>93</b>	<b>42</b>	<b>361</b>			<b>Total Funds: 403</b>
Description:	Adj #5 - Add FY13 funding of \$361K (\$288 flex stp, \$40 state, and \$33 local) approved in the SYIP. Application listed as radios, but further review, showed this was a communications system.					
<b>STIP ID</b>	<b>JNT0014</b>	<b>Title Surveillance/Security Equipment</b>		<b>Recipient JAUNT, Inc</b>		<b>GROUP3</b>
Federal Stimulus	310					Federal Stimulus -
State	-					State -
Local	-					Local -
<b>Year Total:</b>	<b>310</b>					<b>Total Funds: -</b>
Description:						

**SUBRECIPIENT AGREEMENT BY AND BETWEEN THE CITY OF  
CHARLOTTESVILLE  
AND  
JAUNT**

This Subrecipient agreement (hereinafter referred to as "the Agreement"), made and entered into this 1<sup>ST</sup> day of July, 2013 by and between the City of Charlottesville ("the City") and JAUNT.

**WITNESSETH:**

WHEREAS, the City of Charlottesville has obtained grants from the Federal Transit Administration (hereinafter referred to as "FTA") to fund, in part, ADA Complementary Paratransit services (hereinafter referred to as "the Services") within the Charlottesville Area Transit ((hereinafter referred to as "CAT") service area as defined in the project description of the City's Section 5307 Operating Grant application (hereinafter collectively referred to jointly as the "Project(s)" and the "Grant(s)") (hereto attached as Exhibit A), and

WHEREAS, JAUNT is planning on completing the Project, which work, upon execution of this Agreement, will be eligible for funding from the Grant; and

WHEREAS, this Agreement is the most efficient means for JAUNT to complete the work and obtain reimbursement under the Grant.

NOW, THEREFORE, the parties do mutually agree as follows:

**PART I: PROJECTS**

1.01. JAUNT is designing and intends to undertake the Projects , providing the Services within the CAT service area, as described in the Grant(s) which are incorporated herein by reference as if fully set forth.

**PART II: FUNDING**

2.01. JAUNT has provided or will be providing matching funds from state and/or local sources in an amount equal to *fifty percent* (50%) of the total dollars in Grants funds paid or that will be paid under this Agreement, as documented by JAUNT, as of the date of this Agreement.

2.02. The Amount of funding provided to JAUNT annually under the terms of this agreement shall be twenty-four percent (24%) of CAT's annual Section 5307 operating allocation from FTA. This formula is subject to an agreement reached between the parties March 29,2013 (attached hereto as Exhibit B), said agreement to be reviewed every five (5) years.

- 2.01. In order for JAUNT to obtain Project fund reimbursement from the City, JAUNT shall submit requests for reimbursement to the City. The requests shall include contractor invoices and a JAUNT certification that the work is complete and eligible for payment pursuant to this Agreement. The City shall process and submit to FTA properly submitted requests for reimbursement within thirty (30) days of receipt by the City. When the City receives the requested funds from FTA, the City shall make payments to JAUNT, and send to: JAUNT  
104 Keystone Place  
Charlottesville, VA 22902

Such payments will be made within thirty working days of receipt by the City.

- 2.02. In no event shall reimbursement of Project's costs from the FTA Grant funds exceed 50% of the total Grant amount. If the FTA determines that any Grant funds were not properly expended by JAUNT, then JAUNT agrees to reimburse the FTA or the City for any sums (excepting the 50% local match funds) deemed ineligible for payment with Grant funds or improperly expended.

### **PART III: GRANT REQUIREMENTS**

- 3.01. The terms of FTA's grant award for the Grants, the FTA Assistance Programs Certifications and Assurances, FFY 2012, dated November 1, 2011 ([http://www.fta.dot.gov/documents/2012\\_Certs\\_Appendix\\_A.pdf](http://www.fta.dot.gov/documents/2012_Certs_Appendix_A.pdf)) (attached as Exhibit C), and the FTA Master Agreement, dated October 1, 2011, (<http://www.fta.dot.gov/documents/18-Master.pdf>) attached as Exhibit D) including all documents incorporated therein, and all applicable laws, regulations, and circulars, are incorporated herein by reference as if fully set forth herein. JAUNT shall be a subrecipient under the Grants. For the purposes of this Agreement unless the context clearly indicates otherwise, each reference in the foregoing documents to "recipient" or "applicant" shall mean JAUNT and, where appropriate to make JAUNT obligations under such documents due and owing to "government" or "FTA" shall mean the City. JAUNT shall perform the Project work in strict accordance with the provisions of the Grant.
- 3.02. In addition, JAUNT shall comply with the following:
- a. **Federal Requirements:** JAUNT shall at all times comply with all applicable federal statutes, executive orders, FTA circulars, regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. JAUNT's failure to comply shall constitute a material breach of this Agreement.

certifications and assurances. JAUNT will affirm its compliance with all the certifications and assurances by signing The Federal Fiscal Year FTA Certifications and Assurances Signature Page and forwarding it to the City. This certification is due to the City yearly on December 30.

c. The parties agree that JAUNT's certifications and assurances are material representations of fact upon which the City has relied in deciding whether to enter into this Agreement and award the Grant proceeds. The submission of the Certification and Assurances is a prerequisite for the award of the Grant proceeds under various federal laws including 31 U.S.C. 1352. Failure to make the required certifications or the making of false certifications is punishable under federal law and can include civil penalties in excess of \$10,000 for each unmade or incorrect certification.

d. Procurement: In accordance with FTA Circular 4220.1F, JAUNT shall adhere to the applicable federal procurement regulations, including, but not limited to, the following:

General: JAUNT may enter into third party contracts for completion of the Project. JAUNT must ensure that these services are obtained in full and open competition, prices are fair and reasonable, and are in compliance with the provisions of applicable federal, state, and local laws. This includes affording procurement opportunities to small and local disadvantaged business enterprises.

Conformance with state and local law: JAUNT shall use its own procurement procedures that reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law, including the requirements and standards identified in this agreement.

Contract Administration System: JAUNT shall maintain a contract administration system that ensures that third-party contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Statutory and Regulatory Requirements: A current and comprehensive list of statutory and regulatory requirements applicable to grantee procurements (such as Disadvantaged Business Enterprise ("DBE"), Clean Air, and Buy America) is contained in the FTA Master Agreement. JAUNT is responsible for evaluating these requirements for relevance and applicability to each procurement. JAUNT agrees to comply with all applicable statutory and regulatory requirements referenced in the FTA Master Agreement. For example, procurements involving the purchase of iron, steel, and manufactured products will be subject to the "Buy America" requirements in 49 C.F.R. Part 661. Further guidance concerning these requirements and suggested wording for contractual clauses may be found in FTA's Third Party Procurement Manual (FTA Circular 4220.1F [http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_4063.html](http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html), (hereto attached as Exhibit E) and the Best Practices Procurement Manual, [http://www.fta.dot.gov/funding/thirdpartyprocurement/grants\\_financing\\_6037.html](http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html) ) (by reference, the above hyperlink)

e. Transportation Electronic Award and Management ("TEAM") Usage: the City has granted JAUNT access to the FTA's TEAM website for the purpose of monitoring JAUNT federal grants. Two employees of JAUNT will be granted such access ("users"). The users must notify the City's grant manager every time they enter changes in TEAM to any of JAUNT's grants.

f. DBE Goal: As required by FTA, the City has set its overall goal for DBE participation in federal contracts. JAUNT agrees to support the City in the achievement of this goal and will strive to reach the goal established by utilizing race neutral means. JAUNT will also work to ensure that Section 11 of the City's DBE program which strives to foster small business participation is accomplished. The City's DBE Program, Policy and Goal can be viewed at the CAT Operations Center, 1545 Avon Street Extended, Charlottesville, Virginia 22902.

g. Contractors and Subcontractors: JAUNT shall place in its contracts and subcontracts those obligations which the FTA Master Agreement requires recipients to include in third party contracts and subcontracts. JAUNT agrees to include in its contracts entered into and for the project the same certifications, assurances, and agreements to which JAUNT is obligated under this section.

JAUNT will make sure that contractors are not suspended from performing work for the FTA and will conduct the required due diligence to ascertain that requirement. Proof that the due diligence was performed will be kept in the Project files and will be forwarded to the City at least annually.

JAUNT will include in all contracts pursuant to the Grant the following clause: "All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract."

h. Access to Records and Reports: JAUNT will give the City, the FTA, the Comptroller General of the United States, the U.S. Secretary of Transportation, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Grants, and will establish a proper accounting system in accordance with generally accepted standards of agency directives. JAUNT will also require its third party contractors to do the same.

JAUNT shall require the contractor to permit the City, JAUNT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

JAUNT shall require the contractor to maintain all books, records, accounts, and reports for a period of not less than three years after the date of termination or expiration of its contract, except in the event of litigation or settlement of claims, in which case, contractor shall agree to maintain the same until the City, JAUNT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39 (i)(11).

i. Breaches and Dispute Resolution

Claims for Damages. Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between JAUNT and the City arising out of or relating to this Agreement or its breach may be decided by a mutually agreeable form of alternative dispute resolution, or in a court of competent jurisdiction within the Commonwealth of Virginia.

Rights and Remedies. The duties and obligations imposed by the Agreement's documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed by law. No action or failure to act by the City or JAUNT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

j. City of Charlottesville Oversight: The City, through Charlottesville Area Transit may inspect the Project to ensure compliance with this Agreement and compliance with all DBE requirements. Inspection by the City of the Project work does not relieve JAUNT of its responsibilities and liabilities as the responsible party for carrying out the Grants.

k. Termination of this Agreement: This Agreement shall be in effect until the Projects are completed and the Grants are closed out in TEAM. Nonetheless, in the event that JAUNT fails to perform services or to provide the matching funds required under the Agreement in the manner called for by the Agreement, the City may terminate



under the Agreement in the manner called for by the Agreement, the City may terminate the Agreement for default. Termination shall be effective by serving a notice of termination on JAUNT setting forth the manner in which JAUNT is in default. JAUNT will only be reimbursed for services performed in accordance with the manner of performance set out in the Agreement.

- 3.01. No Obligation to Third Parties: JAUNT acknowledges and agrees that, notwithstanding any concurrence by the federal government and/or the City in or approval of a third party contract, absent express written consent by the federal government and/or the City, neither the federal government nor the City is a party to the third party contract and shall not be subject to any obligations or liabilities to the third party contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.

JAUNT agrees to include the above clause in each third party contract for which JAUNT will receive reimbursement, in whole or in part, from Grant funds. It is further agreed that the clause shall not be modified, except to identify the third party contractor who will be subject to its provisions.

- 3.02. Recitals: The recitals are incorporated into this Agreement.

#### PART IV: NOTICES

- 4.01. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when either: personally delivered; or received by certified or registered mail, first class, postage paid, return receipt requested to any party hereunto as follows:

If to the City of Charlottesville: **John E. Jones, Transit Manager, 1545 Avon St. Ext. Charlottesville, VA 22902, electronic mail [jonesjo@charlottesville.org](mailto:jonesjo@charlottesville.org)**

If to JAUNT: **Donna Shaunesy, Executive Director, 104 Keystone Place, Charlottesville, VA 22902, electronic mail [Donnas@ridejaunt.org](mailto:Donnas@ridejaunt.org)**

#### PART V: SEVERABILITY

- 5.01. The parties agree that the provision of federal funds for the Project under this Agreement makes the federal statutes, rules, regulation, circulars and other forms of written guidance controlling over any inconsistent state or local statutes, rules, or regulations. To the extent not covered by any federal statute, rule, regulation, circular, or other written guidance, the parties agree that if any provision of this Agreement shall contravene, or be invalid under, the applicable laws of the particular state, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole Agreement but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the same particular state or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

PART VI: ACKNOWLEDGEMENT AND EXECUTION

6.01. This agreement shall inure to, be to the benefit of, and bind the JAUNT, and their respective successors and/or assigns as if they had been named herein.

THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

Executed this 24<sup>th</sup> day of July, 2013.

The City of Charlottesville, Virginia

By: Maurice Jones  
Maurice Jones  
City Manager

And

JAUNT

By: Donna Shaunesy  
Donna Shaunesy  
Executive Director

Approved as to form:

by A. Craig Blount  
City Attorney

safe routes to schools. We have a strong support system in place. Our emergency response system is among the nation's best.

### **A Connected Community**

The City of Charlottesville is part of a comprehensive, regional transportation system that enables citizens of all ages and incomes to easily navigate our community. An efficient and convenient transit system supports mixed use development along our commercial corridors, while bike and pedestrian trail systems, sidewalks, and crosswalks enhance our residential neighborhoods. A regional network of connector roads helps to ensure that residential neighborhood streets remain safe and are not overburdened with cut-through traffic.

### **Community of Mutual Respect**

In all endeavors, the city of Charlottesville is committed to racial and cultural diversity, inclusion, racial reconciliation, economic justice, and equity. As a result, every citizen is respected. Interactions among city leaders, city employees and the public are respectful, unbiased, and without prejudice.

### **Smart, Citizen-Focused Government**

The delivery of quality services is at the heart of Charlottesville's social compact with its citizens. Charlottesville's approach to customer service ensures that we have safe neighborhoods, strong schools, and a clean environment. We continually work to employ the optimal means of delivering services, and our decisions are informed at every stage by effective communication and active citizen involvement. Citizens feel listened to and are easily able to find an appropriate forum to respectfully express their concerns.

## **CHARLOTTESVILLE CITY COUNCIL 2012-2014 PRIORITIES**

At their February 3, 2012 retreat, City Council developed six specific priorities that they would like to focus on for the next couple of years. As next steps, City staff and Council have some work to do on identifying current and establishing new initiatives and measures that will illustrate the outcomes and results for each priority:

- Reduce poverty by increasing sustainable employment among less skilled and educated residents
- Provide a comprehensive support system for children
- Build an interconnected network of multi-modal transportation including bikeways, trails and transit system
- Develop a City Market District Downtown
- Redevelop the City's corridors
- Cultivate healthy streams and rivers through effective Stormwater management practices

## CHARLOTTESVILLE CITY COUNCIL VISION - 2025

### ***Charlottesville: A Great Place to Live for All of Our Citizens***

- A leader in innovation, environmental sustainability, social and economic justice, and healthy race relations
- Flexible and progressive in anticipating and responding to the needs of our Citizens
- Cultural and creative capital of Central Virginia
- United community that treasures diversity

### **Economic Sustainability**

Our community has an effective workforce development system that leverages the resources of the University of Virginia, Piedmont Virginia Community College, and our excellent schools to provide ongoing training and educational opportunities to our residents. We have a business-friendly environment in which employers provide well-paying, career-ladder jobs and residents have access to small business opportunities. The Downtown Mall, as the economic hub of the region, features arts and entertainment, shopping, dining, cultural events, and a vibrant City Market. The City has facilitated significant mixed and infill development within the City.

### **A Center for Lifelong Learning**

In Charlottesville, the strength of our education is measured not by the achievements of our best students, but by the successes of all our students. Here, an affordable, quality education is cherished as a fundamental right, and the community, City schools, Piedmont Virginia Community College and the University of Virginia work together to create an environment in which all students and indeed all citizens have the opportunity to reach their full potential.

### **Quality Housing Opportunities for All**

Our neighborhoods retain a core historic fabric while offering housing that is affordable and attainable for people of all income levels, racial backgrounds, life stages, and abilities. Our neighborhoods feature a variety of housing types, including higher density, pedestrian and transit-oriented housing at employment and cultural centers. We have revitalized public housing neighborhoods that include a mixture of income and housing types with enhanced community amenities. Our housing stock is connected with recreation facilities, parks, trails, and services.

### **C'ville Arts and Culture**

Our community has world-class performing, visual, and literary arts reflective of the unique character, culture, and diversity of Charlottesville. Charlottesville cherishes and builds programming around the evolving research and interpretation of our historic heritage and resources. Through City partnerships and promotion of festivals, venues, and events, all have an opportunity to be a part of this thriving arts, cultural, and entertainment scene.

### **A Green City**

Charlottesville citizens live in a community with a vibrant urban forest, tree-lined streets, and lush green neighborhoods. We have an extensive natural trail system, along with healthy rivers and streams. We have clean air and water, we emphasize recycling and reuse, and we minimize storm-water runoff. Our homes and buildings are sustainably designed and energy efficient.

### **America's Healthiest City**

All residents have access to high-quality health care services. We have a community-wide commitment to personal fitness and wellness, and all residents enjoy our outstanding recreational facilities, walking trails, and

**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



<b>Agenda Date:</b>	January 6, 2014
<b>Action Required:</b>	Appropriation of Grant Funds
<b>Presenter:</b>	Lieutenant C. S. Sandridge, Charlottesville Police Department
<b>Staff Contacts:</b>	Lieutenant C. S. Sandridge, Charlottesville Police Department Leslie Beauregard, Director, Budget and Performance Management
<b>Title:</b>	2013 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) - \$27,039

**Background:**

The U.S. Department of Justice, Office of Justice Program's Bureau of Justice Assistance has awarded the City of Charlottesville a 2013 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) in the amount of \$27,039 with no local match required.

**Discussion:**

The U.S. Department of Justice (D.O.J.) provides funding for the Edward Byrne Memorial Justice Assistance Grant to assist state and local law enforcement with a broad range of activities to prevent and control crime and improve the criminal justice system. The Charlottesville Police Department will utilize this funding for approved law enforcement equipment.

**Community Engagement:**

N/A

**Alignment with City Council's Vision and Priority Areas:**

Appropriation of this item aligns with Council's visions by providing additional equipment to aid the Police Department in delivering optimal services to our City as a Smart, Citizen-Focused Government, while incurring no additional cost.

**Budgetary Impact:**

The funds will be expensed and reimbursed to a Grants Fund.

**Recommendation:**

Staff recommends approval and appropriation of grant funds.

**Alternatives:**

The alternative is to not approve this project and not purchase the equipment

**Attachments:**

N/A

**APPROPRIATION**

**2013 Edward Byrne Memorial Justice Assistance Grant (J.A.G.)  
Grant # 2013-D.J.-B.X.-0822  
\$27,039**

**WHEREAS**, the City of Charlottesville, through the Police Department, has received the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance 2013 Edward Byrne Memorial Justice Assistance Grant (J.A.G.) in the amount of \$27,039 to be used for approved law enforcement equipment.

**WHEREAS**, the grant award covers the period from period October 1, 2012 through September 30, 2016

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$27,039, received from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance, is hereby appropriated in the following manner:

<b><u>Revenue</u></b>			
\$ 27,039	Fund: 211	I/O: 1900212	G/L: 431110 Federal Grants

<b><u>Expenditure</u></b>			
\$ 27,039	Fund: 211	IO: 1900212	G/L: 520990 Other Supplies

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$27,039 from the U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance.

**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



<b>Agenda Date:</b>	January 6, 2014
<b>Action Required:</b>	Appropriation of Funds
<b>Presenter:</b>	Lieutenant C. S. Sandridge, Charlottesville Police Department
<b>Staff Contacts:</b>	Lieutenant C. S. Sandridge, Charlottesville Police Department Leslie Beauregard, Director, Budget and Performance Management
<b>Title:</b>	Thomas Jefferson Crisis Interview Team Asset Forfeiture Transfer Program - \$111,726

**Background:** The Office of the Attorney General of the Commonwealth of Virginia has awarded a onetime sum of \$111,726 to the Thomas Jefferson Crisis Intervention Team and the Charlottesville Police Department. This money was requested and approved to support efforts for training and equipment related to the C.I.T. program.

**Discussion:** The Attorney General's office received an asset seizure award as part of a Medicaid fraud settlement in 2011, involving Abbott Laboratories. This settlement is being used to support C.I.T. Programs around the Commonwealth.

**Community Engagement:** N/A

**Alignment with City Council's Vision and Priority Areas:** Appropriation of this item aligns with Council's visions by providing additional equipment and training to aid the Thomas Jefferson Crisis Intervention Team Program and the Police Department in delivering optimal C.I.T. services to our City as a Smart, Citizen-Focused Government, while incurring no additional cost.

**Budgetary Impact:** The funds have been received into the state grant fund and will have no impact on the General Fund.

**Recommendation:** Staff recommends approval and appropriation of funds.

**Alternatives:** The alternative is to not approve this project and not purchase the equipment and training.

**Attachments:** N/A

**APPROPRIATION.**

**Thomas Jefferson Crisis Intervention Team Asset Forfeiture Transfer Program.  
\$111,726.**

**WHEREAS**, the City of Charlottesville, through the Thomas Jefferson Crisis Intervention Team and the Charlottesville Police Department, has received from the Office of the Attorney General of Virginia, asset forfeiture funds in the amount of \$111,726 to be used for approved C.I.T. and law enforcement training and equipment.

**WHEREAS**, the grant award covers the period from period October 1, 2013 through September 30, 2015

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$111,726, received from the Office of the Attorney General of Virginia, Asset Forfeiture Transfer Program is hereby appropriated in the following manner:

**Revenue**

\$ 111,726                      Fund: 209      I/O: 1900203                      G/L: 430110 Federal Grants

**Expenditure**

\$ 111,726                      Fund: 209      IO: 1900203                      G/L: 520990 Other Supplies

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$111,726 from the Office of the Attorney General of Virginia Asset Forfeiture Transfer Program.



**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA.**



<b>Agenda Date:</b>	January 6, 2014
<b>Action Required:</b>	Appropriate Grant Funding
<b>Presenter:</b>	Lieutenant Cheryl Sandridge, Police Department
<b>Staff Contacts:</b>	Lieutenant Cheryl Sandridge, Police Department
<b>Title:</b>	2014 Department of Motor Vehicles Virginia Highway Safety Grant for Alcohol Enforcement - \$13,950

**Background:**

The Commonwealth of Virginia Department of Motor Vehicles has awarded the City of Charlottesville \$9,300 through a Virginia Highway Safety Grant, with a required local in-kind match of \$4,650 for a total award of \$13,950.

**Discussion:**

The Virginia Highway Safety Grant is administered by the Commonwealth of Virginia Department of Motor Vehicles to provide funding for programs which are designed to reduce the number of fatalities, injuries and related economic losses resulting from traffic crashes on Virginia roadways.

The Charlottesville Police Department will utilize awarded grant funds in the following areas:

- Pedestrian and Bicycle Safety
- Speeding and Aggressive Driving
- Occupant Protection (seat belts and child safety seats)
- Alcohol and Impaired Driving
- Highway Safety Training and Equipment

**Community Engagement:**

This item requires no community engagement.

**Alignment with City Council's Vision and Priority Areas:**

This appropriation aligns with Council's vision by helping to ensure safe neighborhoods through traffic enforcement and added equipment as a Smart, Citizen-Focused Government, with additional outside funding. Traffic enforcement is designed to slow traffic and identify intoxicated drivers, thus lowering traffic accident related injuries and deaths.

**Budgetary Impact:**

These funds will be appropriated into a grants fund. The required local match will be satisfied through highway safety related expenditures that are already appropriated in the Police Department's General Fund budget, thus requiring no additional City funds to meet the match.

**Recommendation:**

Appropriate grant funds

**Alternatives:**

The alternative is to not approve this project.

**Attachments:**

N/A

**APPROPRIATION.**

**2014 Department of Motor Vehicles Virginia Highway Safety Grant for Alcohol Enforcement.  
\$13,950.**

**WHEREAS**, the City of Charlottesville, through the Police Department, has received a Virginia Highway Safety Grant award from the Commonwealth of Virginia Department of Motor Vehicles in the amount of \$9,300, to be used for overtime, equipment, and training related to highway safety and the City of Charlottesville, through the Police Department, will utilize highway safety related expenditures as an in-kind match in the amount of \$4,650.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$13,950, received from the Commonwealth of Virginia Department of Motor Vehicles (2014 Virginia Safety Grant-Alcohol Enforcement) is hereby appropriated in the following manner:

Transfer Local Match of \$4,650 from Fund: 105 CC: 3101001000, G/L: 5199999

**Revenue**

\$ 9,300	Fund: 209	IO: 1900214	G/L: 430120 State (Federal Pass-thru)
\$ 4,650	Fund: 209	IO: 1900214	G/L: 498010 Transfer from Other Funds

**Expenditure**

\$ 4,650	Fund: 209	IO: 1900214	G/L: 510010 Full Time Salaries
\$ 2,520	Fund: 209	IO: 1900214	G/L: 510060 Overtime
\$ 6,280	Fund: 209	IO: 1900214	G/L: 520900 Machine/Equip/Furn.
\$ 500	Fund: 209	IO: 1900214	G/L: 530210 Training

**BE IT FURTHER RESOLVED** that this appropriation is conditioned upon the receipt of \$9,300 from the Commonwealth of Virginia Department of Motor Vehicles (2014 Virginia Safety Grant-Alcohol Enforcement).

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**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA.**



<b>Agenda Date:</b>	January 6, 2014
<b>Action Required:</b>	Appropriate Grant Funding
<b>Presenter:</b>	Lieutenant Cheryl Sandridge, Police Department
<b>Staff Contacts:</b>	Lieutenant Cheryl Sandridge, Police Department
<b>Title:</b>	2014 Department of Motor Vehicles Virginia Highway Safety Grant for Speed Enforcement - \$6,720

**Background:**

The Commonwealth of Virginia Department of Motor Vehicles has awarded the City of Charlottesville \$4,480 through a Virginia Highway Safety Grant, with a required local in-kind match of \$2,240 for a total grant award of \$6,720.

**Discussion:**

The Virginia Highway Safety Grant is administered by the Commonwealth of Virginia Department of Motor Vehicles to provide funding for programs which are designed to reduce the number of fatalities, injuries and related economic losses resulting from traffic crashes on Virginia roadways.

The Charlottesville Police Department will utilize awarded grant funds in the following areas:

- Pedestrian and Bicycle Safety
- Speeding and Aggressive Driving
- Occupant Protection (seat belts and child safety seats)
- Alcohol and Impaired Driving
- Highway Safety Training and Equipment

**Community Engagement:**

This item requires no community engagement.

**Alignment with City Council's Vision and Priority Areas:**

This appropriation aligns with Council's vision by helping to ensure safe neighborhoods through traffic enforcement and added equipment as a Smart, Citizen-Focused Government, with additional outside funding. Traffic enforcement is designed to slow traffic and identify intoxicated drivers, thus lowering traffic accident related injuries and deaths.

**Budgetary Impact:**

These funds will be appropriated into a grants fund. The required local match will be satisfied through highway safety related expenditures that are already appropriated in the Police Department's General Fund budget, thus requiring no additional City funds to meet the match.

**Recommendation:**

Appropriate grant funds

**Alternatives:**

The alternative is to not approve this project.

**Attachments:**

N/A

**APPROPRIATION.**

**2014 Department of Motor Vehicles Virginia Highway Safety Grant for Speed Enforcement.**

**\$6,720.**

**WHEREAS**, the City of Charlottesville, through the Police Department, has received a Virginia Highway Safety Grant award from the Commonwealth of Virginia Department of Motor Vehicles in the amount of \$4,480, to be used for overtime, related to highway safety and the City of Charlottesville, through the Police Department, will utilize regular traffic officer, related to highway safety as an in-kind match in the amount of \$2,240.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$6,720, received from the Commonwealth of Virginia Department of Motor Vehicles (2014 Virginia Safety Grant) is hereby appropriated in the following manner:

Transfer Local Match of \$2,240 from Fund: 105 CC: 3101001000, G/L: 519999

**Revenue:**

\$4,480	Fund: 209	IO: 1900213	G/L: 430120 State (Federal Pass-thru)
\$2,240	Fund: 209	IO: 1900213	G/L: 498010 Transfer from Other Funds

**Expenditure:**

\$ 2,240	Fund: 209	IO: 1900213	G/L: 510010 Full Time Salaries
\$ 4,480	Fund: 209	IO: 1900213	G/L: 510060 Overtime

**BE IT FURTHER RESOLVED** that this appropriation is conditioned upon the receipt of \$6,720 from the Commonwealth of Virginia Department of Motor Vehicles (2014 Virginia Safety Grant).

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**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA.**



Agenda Date: January 6, 2014

Action Required: Appropriation of Funds

Presenter: Leslie Beauregard, Director – Budget and Performance Management

Staff Contacts: Mike Mollica, Division Manager and Capital Projects Coordinator, Facilities Development

**Title: Appropriation of Funds from the Freeman Dunn Law Firm to the Fontaine Fire Station Project - \$262.48**

**Background:** The City of Charlottesville Facilities Development Division responded to a F.O.I.A. request made by the Freeman Dunn law firm related to the Fontaine Fire Station project. § 2.2-3704-F of The Freedom of Information Act states that a public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records.

**Discussion:** Upon completion of the F.O.I.A. response, reimbursement was received from the Freeman Dunn Law Firm in the amount of \$262.48 which will be used to reimburse the project budget to help offset the cost associated with their request.

**Community Engagement:** N/A

**Alignment with City Council’s Vision and Priority Areas:** N/A

**Budgetary Impact:** The funds will be appropriated into the Fontaine Fire Station project account.

**Recommendation:** Approve appropriation as requested.

**Alternatives:** N/A

**Attachments:** N/A

**APPROPRIATION.**  
**Appropriation of Funds from the Freeman Dunn Law Firm to the Fontaine Fire Station Project - \$262.48.**

**WHEREAS**, the Freeman Dun law firm has reimbursed the City of Charlottesville for costs associated with a Freedom of Information Act request related to the Fontaine Fire Station project.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that \$262.48 from the Freeman Dunn law firm is hereby appropriated in the following manner:

**Revenues - \$262.48**

Fund: 426                      WBS: P-00433                      G/L Account: 451999

**Expenses - \$262.48**

Fund: 426                      WBS: P-00433                      G/L Account: 599999

**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



<b>Agenda Date:</b>	December 16, 2013
<b>Action Required:</b>	Approval of Ordinance
<b>Presenter:</b>	Richard M. Harris, Deputy City Attorney
<b>Staff Contacts:</b>	Richard M. Harris, Deputy City Attorney Miriam Dickler, Director of Communications
<b>Title:</b>	Extension of Cable Franchise Agreement

**Background:** In December, 2003 the City granted a ten-year cable television franchise to Adelphia Communications to operate its television system in the rights of way of the City. In 2006 the franchise was transferred to Comcast, and it is set to expire at the end of the year. City staff and Comcast are currently in good faith negotiations concerning the terms of the renewal of the franchise agreement. Topics of negotiation include the provision of support and facility enhancements for the City's public, educational and governmental programming as well as exploring solutions to individual consumer complaints regarding billing and service.

**Discussion:** In order to fully explore the services which Comcast will provide to the residents of Charlottesville going forward, and to afford an opportunity for meaningful public input through outreach by the city's communications department, the parties wish to extend the current agreement for six months. This will give the parties time to incorporate citizen input and solutions by Comcast into a new agreement to be executed.

**Community Engagement:** Citizen complaints have regularly been collected by the City and forwarded to Comcast representatives, who are currently addressing each one individually. The extension agreement will allow these to be analyzed to determine effective ways of proactively addressing the majority of issues. It will also allow for extensive community engagement to ascertain what issues or items are of the most importance, and to determine what can be incorporated into the renewal franchise agreement.

**Alignment with City Council's Vision and Priority Areas:** The extension agreement aligns with City Council's goal of having a smart, citizen-focused government, by enabling optimal local public, educational and governmental programming over the local cable network. City Council's goal of supporting the arts and culture are enhanced by having an effective cable franchise agreement in place that carries locally focused and produced programming.

**Alternatives:** By formally extending the agreement to a date certain, the process of negotiation is far more likely to conclude in a timely manner. It will also provide a clear record of the contractual relationship in the future. Several localities within the Commonwealth during the

course of their negotiations have entered into identical extension agreements. Other localities have continued without an extension, leaving negotiation timelines and priorities uncertain.

**Recommendation:** Approval of the attached ordinance.

**Budgetary impact:** None

**Attachments:** Ordinance  
Proposed Agreement

**AN ORDINANCE EXTENDING THE TERM OF A  
FRANCHISE AGREEMENT WITH COMCAST CABLE**

**WHEREAS**, the City of Charlottesville and Comcast of California/ Maryland/ Pennsylvania/ Virginia/ West Virginia, LLC are currently parties to a cable Franchise Agreement, which is due to expire on December 31, 2013; and

**WHEREAS**, the parties are actively involved in negotiating terms for a franchise renewal agreement, and require additional time to do so;

**WHEREAS**, the City Council of the City of Charlottesville has authorized the City Manager to execute an amendment to the Franchise Agreement extending the term thereof to June 30, 2014; and

**THEREFORE, BE IT ORDAINED** that the City Manager is authorized to execute an amendment to the Franchise Agreement extending the agreement until June 30, 2014, unless a renewal agreement is reached and executed between Franchisee and the City at an earlier date.

All other terms and conditions of the Franchise Agreement shall continue in full force and effect.

**AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE CITY OF  
CHARLOTTESVILLE AND COMCAST OF CALIFORNIA/ MARYLAND/  
PENNSYLVANIA/ VIRGINIA/ WEST VIRGINIA, LLC DATED NOVEMBER 21, 2003**

The parties to the above-described agreement hereby agree to the following:

Section 4.05 is amended by adding the following sentence:

The Franchise shall be extended until June 30, 2014, unless a renewal agreement is reached and executed between Franchisee and the City at an earlier date.

All other terms and conditions of the Franchise Agreement shall continue in full force and effect.

**CITY OF CHARLOTTESVILLE**

By: \_\_\_\_\_  
City Manager or designee

**Comcast of California/ Maryland/  
Pennsylvania/ Virginia/ West Virginia,  
LLC**

By: \_\_\_\_\_  
John Conwell  
Vice President, Government Affairs  
Comcast Beltway Region

# CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: January 6, 2014  
Action Required: Appropriation  
Presenter: Melissa Thackston, Grants Coordinator  
Staff Contacts: Melissa Thackston, Grants Coordinator  
**Title: FY 2012-2013 HOME CHDO Funds - \$89,902**

**Background / Discussion:** On December 16, 2013, Council amended its FY 12-13 Annual Action Plan to award Community Housing Development Organization (CHDO) funds to Piedmont Housing Alliance (PHA) to build one unit of affordable housing on 5<sup>th</sup> St. CHDO funds are a subfund of HOME funds that are awarded each year to a locality of the Thomas Jefferson HOME Consortium on a rotating basis. FY 2012-2013 was the City of Charlottesville's rotation as the CHDO recipient and the CHDO amount was \$89,902. PHA is the only organization in Charlottesville that qualifies as a CHDO.

**Community Engagement:** A 15 day public comment period was held from November 26 through December 10, 2013. No comments were received.

**Alignment with City Council's Vision and Priority Areas:** Approval of this agenda items aligns directly with Council's vision for Charlottesville to provide **Quality Housing Opportunities for All**.

**Budgetary Impact:** None, these funds are received from the federal government. The HOME CHDO funds for PHA need to be appropriated; these do not require a local match.

**Recommendation:** Staff recommends appropriating \$89,902 HOME CHDO funds to PHA.

**Alternatives:** None.

**Attachments:** Appropriation for HOME CHDO funding

**APPROPRIATION  
THE CITY OF CHARLOTTESVILLE'S 2012-2013  
HOME CHDO FUNDS – \$89,902**

**WHEREAS**, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of HOME Investment Partnership (HOME) funding for the 2012-2103 fiscal year; and

**WHEREAS**, it is the City of Charlottesville's turn in the regional rotation of HOME CHDO funds in the amount of \$89,902 to be expended on affordable housing initiatives;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the sum of \$89,902, received from the U.S. Department of Housing and Urban Development through the Thomas Jefferson HOME Consortium is hereby appropriated in the following manner:

**Revenues**

\$89,902	Fund: 210	Internal Order: 1900210	G/L Account: 432170
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**Expenditures**

\$89,902	Fund: 210	Internal Order: 1900210	G/L Account: 519999
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**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



**Agenda Date:** January 6, 2014

**Action Required:** Resolution: Pilot Permit Parking Certain Residential Streets

**Presenter:** Jim Tolbert, NDS Director  
Jared Buchanan, Assistant City Traffic Engineer

**Staff Contacts:** Jim Tolbert, NDS Director  
Jared Buchanan, Assistant City Traffic Engineer

**Title:** 10<sup>th</sup>/Page and Fifeville Neighborhood Permit Parking

**Background:**

For many years, residents and leaders of the 10<sup>th</sup>/Page and Fifeville neighborhoods have been concerned about commuter and construction parking on their streets. City staff partnered with the University of Virginia to assess the issue.

**Discussion:**

A survey was conducted from June 11-13, 2013 between the hours of 6:30AM-4:30PM. Parking utilization counts were taken on 9<sup>th</sup> St NW, 10½ St NW, Page St, and Paoli St. Per City Code, 75% of available on-street parking must be utilized by all users, and 50% of available on-street parking must be utilized by commuters for permit parking controls to be warranted. This data is gathered on a block-by-block basis. Commuter status is determined by the results of the initial petition process; all petitioners indicate the license plate numbers of the vehicles registered to their address. These license plates are then excluded from the “percentage commuter occupied” calculation.

Permit parking controls may be established on a block-by-block basis with existing permit parking zones. City staff recommends permit parking controls on Elm St and Pine St, which are not currently within a permit parking zone but are immediately adjacent to Zone 7. Zone 7 would need to be enlarged to establish permit parking controls on those two streets. This enlargement is indicated in light green on the attached map.

The data reflects that we received very few license plate numbers for most blocks. Ostensibly, a significant portion of the vehicles counted as commuters are in fact residents. City Code explicitly allows for this lack of data, indicating that no permit parking survey should be discounted because of a lack of license plate data. It is assumed based on anecdotal evidence that UVA students and faculty and UVA Hospital staff comprise the greater part of the commuters in this neighborhood.

None of the blocks met the percent occupied threshold defined as 75% of available parking by City

Code. Three blocks met the 50% commuter occupancy requirement. The complete results of the block-by-block survey are as follows:

Street	Block	% Occupied	% Commuter Occupied
9 <sup>th</sup> St NW	200	24%	17%
	300/400	7%	7%
	500	1%	<1%
10½ St NW	300	31%	30%
	400/500	18%	19%
	600	7%	6%
Page St	800	70%	54%
	900	60%	50%
	1000	41%	29%
	1100	39%	38%
Paoli St	900	69%	69%

The blocks in the table above, along with additional blocks indicated in red on the attached map, were chosen for this recommendation based on several meetings between City staff, staff representing the University of Virginia, and 10<sup>th</sup> and Page and Fifeville residents and neighborhood leaders. Due to the increasing amount of construction related to development along the West Main Street corridor, anecdotal reports of commuter parking, and unique needs and character of the neighborhood, staff would like to establish a trial permit parking area per City Code Chapter 15, which reads as follows:

Sec. 15-207. Establishment of trial permit parking areas.

Notwithstanding any other provision of this division, the city council may, by resolution, establish one or more restricted parking areas on a trial basis, for a temporary period specified in such resolution. During the temporary time period specified, no other petitions for establishment of a restricted parking area for that location shall be acted on by the city staff or city council. Any restricted parking areas established on a trial basis pursuant to this section shall, at the expiration of the trial period established by the city council, continue to be restricted unless and until otherwise declared by the city council.

The affected streets are:

Page Street, Paoli Street, 10½ Street NW, 9<sup>th</sup> Street (Page Street to Preston Avenue), King Street, Elm Street and Pine Street

The trial would be in effect from February 1, 2014 - August 31, 2014. Because this trial begins mid-cycle, normal permit parking fees will be absorbed by City funds. On September 1, 2014, residents will be charged permit fees in accordance with City Code Chapter 15 if the program is not discontinued.

Tonight's public hearing is a chance to hear comments from affected residents and for Council to decide, by resolution, whether to establish temporary permit parking on the above named streets.

**Budgetary Impact:** The cost to implement a trial permit parking area is minimal and can be absorbed by City resources.

**Alignment with City Council's Vision and Priority Areas:**

This item aligns with Council's priority of a "Smart, Citizen-Focused Government". Establishing this trial addresses citizen concern as well as takes a pro-active approach to addressing anticipated issues related to construction related traffic.

**Community Engagement:** City staff has fielded numerous requests and comments regarding parking on neighborhood streets. On August 20, 2013, Staff, University of Virginia's Parking and Transportation and Office of Community Relations met with several neighborhood leaders regarding their concerns about commuter and construction parking. A letter was hand delivered to all impacted residents the weeks of December 9<sup>th</sup> and December 16<sup>th</sup>, 2013 detailing this agenda item.

**Recommendation:**

Establish a trial permit parking area.

**Alternative:** Council may reduce or enlarge the boundaries of the proposed trial permit parking area, or decide not to establish a trial permit parking area.

**Attachments:** Letter to residents; map of proposed trial permit parking area.

CITY OF CHARLOTTESVILLE  
"A World Class City"

Department of Neighborhood Development Services

City Hall P.O. Box 911  
Charlottesville, Virginia 22902  
Telephone 434-970-3182  
Fax 434-970-3359  
www.charlottesville.org



October 22, 2013

Residents of the 10<sup>th</sup> and Page and Fifeville neighborhoods

Dear resident,

On Monday, January 6, 2014 at 7PM in City Council Chambers, located in City Hall, Council will consider establishing trial permit parking on your street. There is increasing concern from neighbors about the amount of non-residential parking on your street. The City of Charlottesville intends to address this issue by establishing trial permit parking. City Code Section 15-207 explains the authority by which this trial can be established.

**Sec. 15-207. Establishment of trial permit parking areas.**

Notwithstanding any other provision of this division, the city council may, by resolution, establish one or more restricted parking areas on a trial basis, for a temporary period specified in such resolution. During the temporary time period specified, no other petitions for establishment of a restricted parking area for that location shall be acted on by the city staff or city council. Any restricted parking areas established on a trial basis pursuant to this section shall, at the expiration of the trial period established by the city council, continue to be restricted unless and until otherwise declared by the city council.

If approved, the City seeks to establish trial permit parking starting February 1, 2014. This trial will remain in effect August 31, 2014. Because this is a trial, you will receive free permits. On September 1, 2014, unless we have received a significant amount of negative comments, your street will convert to the regular Permit Parking System. Each household will receive a designated number of permits based on the Frequently Asked Questions information below. The affected streets for this trial include: Page Street, Paoli Street, 10 ½ Street and 9<sup>th</sup> St (Page Street to Preston Avenue), King Street, Elm Street, and Pine Street.

There will be a public hearing at the January 6, 2014 City Council meeting and we encourage all interested residents to attend and speak to Council about your desires.

Sincerely,

A handwritten signature in black ink that reads "Donovan Branche".

Donovan Branche  
City Traffic Engineer

CC: Jim Tolbert, Council

## Permit Parking FAQ

### **What is the purpose of permit parking?**

The purpose of residential zone parking is to preserve parking on designated streets in densely-populated or highly-trafficked areas for residents and their guests only and to discourage commuter parking, for either all times or for certain days/hours.

Vehicles parked in a residential parking zone during applicable days/hours must display a City Vehicle Sticker with Annual Residential Zone Parking or a Residential Parking Permit for use by guests. The zone number on either the City Vehicle Sticker or the Daily Residential Parking Permit must match the zone number posted on the street signs.

### **How much does this cost?**

During the 1 year trial period, all permits are free. After the trial period, the cost of each permit is \$25/yr. Each single family household is entitled to a total of 4 permits (two residential and two guests). If a household does not have off-street parking or a driveway, the first two are free and the other 2 are \$25/yr/permit. If your driveway can only accommodate one car, then the first permit is free and the other 3 are \$25/yr/permit. If the applicant has qualified for rent relief or real estate tax relief, the cost is \$1/yr/permit.

### **How do I receive permits?**

For each permit requested, an applicant shall provide the treasurer with the state vehicle registration of the vehicle for which the residential decal is sought, the make and model of the vehicle, the residence address for which a permit is sought, the name and address of the person to whom the vehicle is registered, and the name and address of the person for whose use the vehicle has been authorized, if different from the person to whom the vehicle is registered.

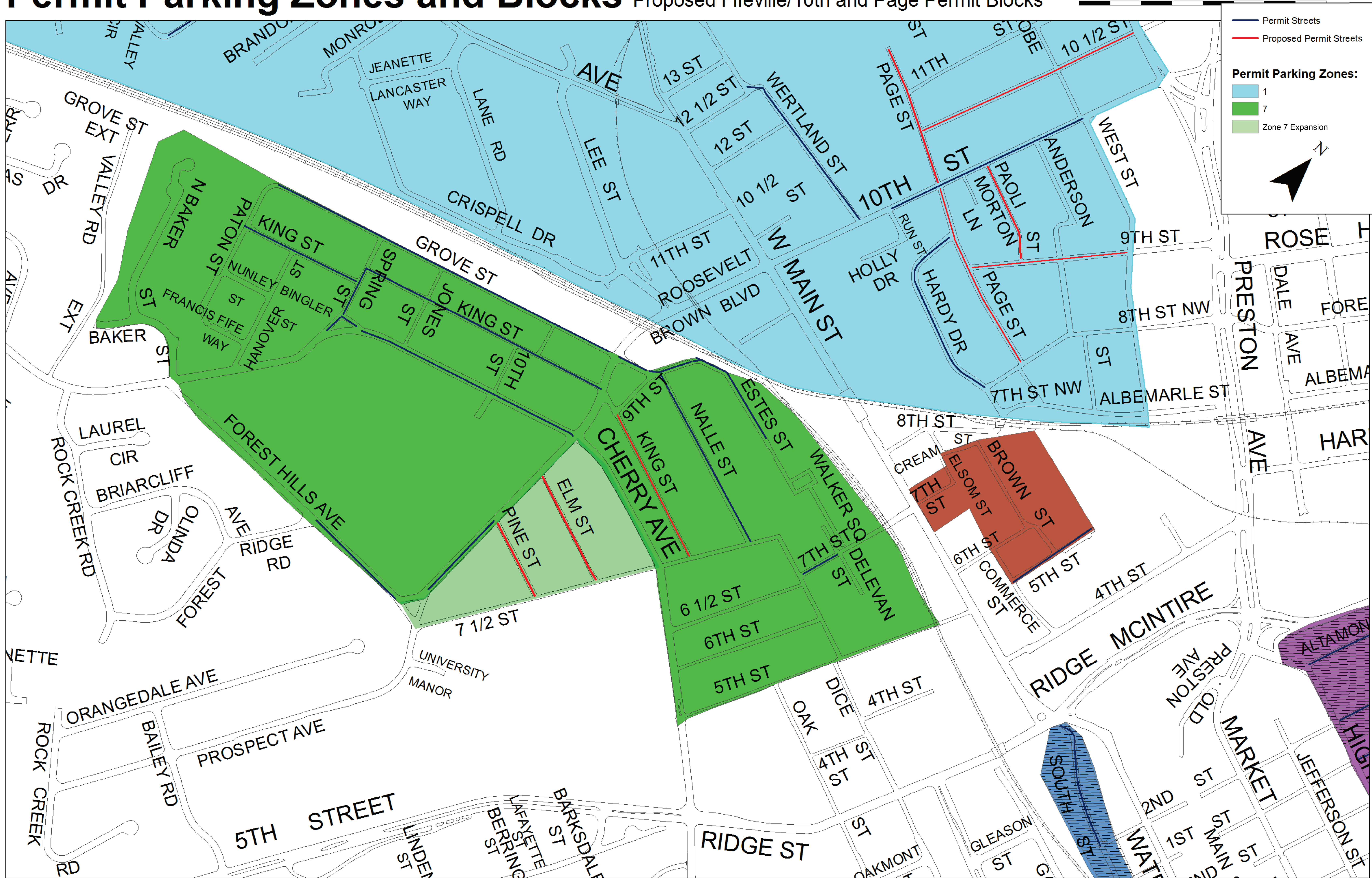
**What happens if I lose the permit or it is damaged?**

There is a fee of \$25 for each lost or damaged residential permit. Guest permits will not be replaced during the permit year.

# Permit Parking Zones and Blocks

Proposed Fifeville/10th and Page Permit Blocks

Miles 0 0.125 0.25



**RESOLUTION**  
**APPROVING CERTAIN STREETS AS RESTRICTED PARKING AREAS**  
**FOR A TEMPORARY PERIOD OF TIME**

**WHEREAS**, residents of the neighborhoods of 10<sup>th</sup> & Page Streets and Fifeville are concerned about parking in their residential neighborhoods by construction workers and other commuters going to and from the West Main Street corridor, and have requested action by the City Council and the University of Virginia to resolve the problem; and

**WHEREAS**, in accordance with City Code Section 15-201, *et seq.*, the City Traffic Engineer conducted on street parking surveys of these neighborhoods but the resulting data did not meet the required thresholds of (i) 75 percent of available on-street parking spaces occupied, and (ii) at least 50 percent of the available spaces are occupied by commuter vehicles, as set forth within City Code Section 15-203; and

**WHEREAS**, due to the increasing amount of construction related to development along the West Main Street corridor, City staff agree with the residents of these neighborhoods that construction workers and commuters displaced by construction projects are likely to seek parking within these neighborhoods, and pursuant to City Code Sec. 15-207, staff has proposed that Council establish restricted parking areas on certain streets in these neighborhoods on a trial basis, from February 1, 2014 through August 31, 2014, as permitted by City Code; and

**WHEREAS**, notice of a public hearing before Council on January 6, 2014 on the proposed trial period for restricted parking areas was delivered to all residential properties impacted by this proposal; now, therefore

**BE IT RESOLVED** by the Council of the City of Charlottesville that the following streets are hereby designated as restricted parking areas on a trial basis, beginning **February 1, 2014 and ending on August 31, 2014**:

Page Street  
Paoli Street  
10½ Street, NW  
9<sup>th</sup> Street from Page Street to Preston Avenue  
King Street  
Elm Street  
Pine Street

During the temporary period of time specified, no other petition(s) for establishment of a restricted parking area for the above-referenced streets shall be acted on by City staff or by City Council. At the end of the trial period established above, each of the above-referenced streets shall continue to be restricted unless and until otherwise declared by City Council.





**Rivanna Water & Sewer Authority**  
**Rivanna Solid Waste Authority**  
695 Moores Creek Lane  
Charlottesville, Virginia 22902-9016  
434.977.2970 • 434.293.8858 Fax  
www.rivanna.org

## MEMORANDUM

**TO: THE HONORABLE ALBEMARLE COUNTY SUPERVISORS  
THE HONORABLE MAYOR AND CITY COUNCIL**

**FROM: THOMAS L. FREDERICK, EXECUTIVE DIRECTOR  
RIVANNA WATER & SEWER AUTHORITY  
RIVANNA SOLID WASTE AUTHORITY**

**SUBJECT: QUARTERLY UPDATE**

**DATE: January 6, 2014**

I am scheduled to provide a quarterly briefing to the Board of Supervisors and the City Council in December 2013. I plan to cover the following topics, but would be happy to address any other issues brought forward by the elected officials:

1. Water Treatment Plant Granular Activated Carbon Improvements: The Hybrid GAC option was introduced to the RWSA Board at its September 24, 2013 meeting by our engineering consultants, who also published their report at that time. The study involved developing an extensive computer model to assure that the Hybrid alternatives evaluated would consistently meet EPA Stage 2 requirements even with seasonal and year-to-year fluctuations in source water (reservoir) quality, which is weather related. Staff's recommended Hybrid option is projected to cost \$17.3 million to design and build, and would provide GAC capacities of 9 MGD at South Fork WTP, 3 MGD at Observatory WTP and 2 MGD at North Fork WTP. This capacity is capable of adding GAC treatment as an add-on process to all conventionally treated water except during periods of peak demand, when some treated water could by-pass GAC and be blended with GAC treated water. The cost of developing GAC "full-scale" is \$19.5 million. A total of twelve local citizens attended an Open House on October 14. Presentations were made to the City Council and ACSA Board during the week of November 18 with most members of the two boards favoring the Hybrid option. The RWSA Board will meet December 17 to make a final decision.
2. Strategic Planning: The RWSA and RSWA held a joint retreat on Wednesday, October 30, 2013 during which ground work was established to initiate a strategic planning process, including a "State of the Authorities" review by the Executive Director. Since that date the Executive Director has met individually with each Board member and identified a broad consensus to develop a facilitated strategic plan for the Rivanna Authorities in 2014. Work is expected to begin in early 2014 and is expected to be a six to eight month process. Feedback from the elected officials as well as the public will be solicited early to understand their interests in the future direction of the organization.

3. Capital Improvement Plan: RWSA will hold a workshop with the Board on a new 5-Year Capital Improvement Plan on December 17, with plan adoption scheduled for early 2014. With several significant improvements now completed or nearly completed on the wastewater side, the largest focus in the next five years will be on the drinking water. This will include the Granular Activated Carbon addition as well as strategic rehabilitations at the water treatment facilities. All water treatment facilities were built before 1970, and limited funding has been invested in updating these facilities since they were initially built. For the Urban plants, planned rehabilitation is based upon a thorough engineering needs assessment of each plant recently conducted, to identify equipment that is beyond its useful life, equipment that was appropriate for its time but does not achieve today's best management practices, or an environment that is substandard for today's more advanced equipment including electronics.
4. Ragged Mountain Dam: Construction is on schedule toward completion by April 2014. A new release structure has recently been designed and will be installed within the next few months to allow an increased release of flow from the Sugar Hollow Reservoir to the Moormans River once the new Ragged Mountain Reservoir reaches sufficient water storage. RWSA is in the early stages of planning a dedication for the new Dam.
5. Rivanna Pump Station: Bids were received in November, and the good news is that a contract will be recommended for award on December 17 that is approximately \$5.7 million below the engineer's estimate. With the acceptance of the bid, the project is now expected to be less than what was previously estimated.
6. Cost Share Agreements: RWSA is providing technical support for an on-going effort by the City and ACSA to develop a more comprehensive agreement for how they are to divide the costs of RWSA capital projects for the wastewater system, to include the new Rivanna Pump Station. The negotiations are being mediated by a representative of The McCammon Group. Three sessions have been held to date and are facilitating significant discussion, although at this point the discussions are confidential. A fourth session is hoped to be scheduled in December.
7. Ivy Materials Utilization Center: County staff has informally discussed with RSWA the possibility of a request for a further extension on the closing date for the Ivy Materials Utilization Center, presently under contract through June 30, 2014. RSWA needs for the County to finalize its request as quickly as possible, to include its best projection of the total time it requires to adequately provide for public input and decision making on its new plan for convenience centers. DEQ requires a six-month notice of closure from RSWA, which is difficult to provide for a moving target. Further, many of the current RSWA employees, having been publicly "on notice" that this facility will close, and as expected are actively seeking other employment. Once vacancies occur, finding appropriately qualified individuals willing to accept work under the conditions of closure will be extremely difficult if possible at all, which may force the facility to close suddenly and earlier than desirable.

cc: RWSA Board of Directors  
RSWA Board of Directors



## PIEDMONT VIRGINIA COMMUNITY COLLEGE

### OFFICE OF THE PRESIDENT

#### CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



Agenda Date: January 6, 2014

Action Required: N/A

Presenter: Dr. Frank Friedman, President, Piedmont Virginia Community College

Staff Contacts: Dr. Frank Friedman, President, Piedmont Virginia Community College

**Title: Piedmont Virginia Community College, President's Report**

#### **Background:**

Dr. Friedman provided the attached yearly report. No verbal report will be given.



**ANNUAL REPORT 2012-2013**

**PVCC**  
PIEDMONT VIRGINIA  
COMMUNITY COLLEGE  
*Opportunity. Access. Excellence.*

## Message from the President

In the many opportunities that I have annually to give speeches and presentations, I often refer to PVCC as *the community's college* or say that *community is our middle name*.

My remarks reflect the unique bond that PVCC has with Central Virginia. The College's mission is to provide educational opportunity by offering accessible and affordable higher education programs and services that promote student success. PVCC focuses on preparing local citizens for local jobs, and our graduates and students constitute an educated and skilled workforce upon which area businesses depend. We also partner with our colleagues in K-12 education and the University of Virginia to strengthen all aspects of education. We continuously interact with our community and business leaders to identify unmet educational needs or new educational programs that PVCC can offer to address the requirements of our vibrant and growing community.

While I believe that PVCC is truly the community's college, what does the community think of PVCC? Every three years as part of our strategic planning process, we conduct our Community Leaders' Survey, through which we ask our civic, political and business leaders how well PVCC is doing and what we can do better to serve Central Virginia. As


of early June 2013, we had received 222 completed surveys, and the graphs presented at right show the responses to five key survey questions.

We are very pleased that local leaders agree that PVCC is serving our community well, but the College must stay focused on continuous improvement to achieve excellence in what we do. In the survey replies, many of those same leaders provided numerous suggestions on how PVCC can improve. We will take these suggestions seriously and use them to guide our strategic action plan for the next three years.

This *Annual Report* recaps PVCC's accomplishments during academic year 2012-2013. Highlights include opening two off-campus centers to expand access to education, partnering with area high schools to make it possible for their academically talented students to earn a PVCC associate degree by the time of high school graduation, introducing two new programs of study to prepare citizens for local jobs, and innovating in the use of cutting-edge technology in the classroom.

Moreover, our faculty, staff and students continue to excel, as exemplified by Associate Professor of History, Dr. Colum Lecky, who was awarded a Fulbright Scholarship, and by Anastasya Hvaleva, who was named the most outstanding community college student in Virginia, marking the sixth time in 13 years that a PVCC student – among more than 288,000 taking credit classes yearly at 23 community colleges in the state – has earned this award of excellence.

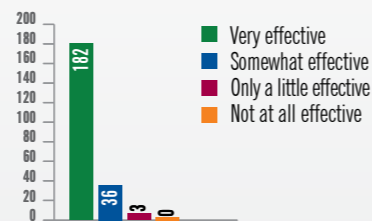
PVCC is able to serve our students and our community with high-quality programs and services thanks to the talent and dedication of our faculty and staff. This *Annual Report* chronicles their accomplishments this past year. I hope you enjoy reading their stories.



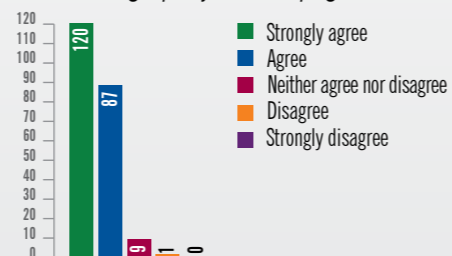
Frank Friedman, PVCC President  
friedman@pvcc.edu

## Community Leaders' Survey\*

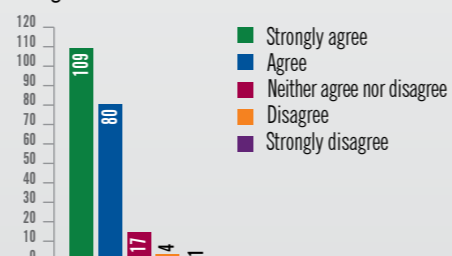
Our mission statement reads in part, "Piedmont Virginia Community College offers accessible, affordable, high-quality educational programs that promote student success and community vitality..." In your opinion, how effective is PVCC in achieving this mission?



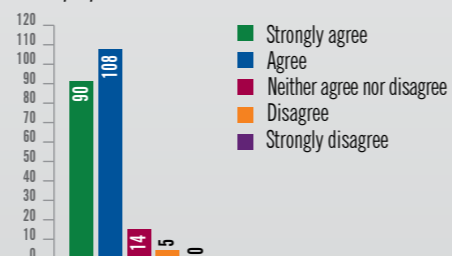
PVCC offers high-quality academic programs.



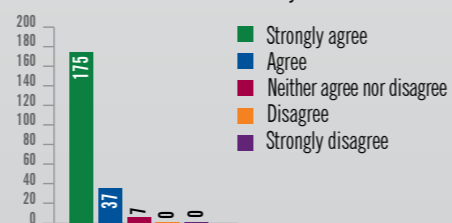
PVCC prepares students for success at four-year colleges and universities.



PVCC prepares students for successful careers.



PVCC is an asset to our community.



\*Total number of survey respondents was 222. A few respondents did not answer all five questions.

## New PVCC Off-Campus Centers Increase Access to Higher Education

Increasing access to affordable PVCC programs and services was the College's goal in opening two off-campus centers this year – the PVCC Eugene Giuseppe Center in Greene County in August 2012 and the PVCC Jefferson School Center in downtown Charlottesville in January 2013. After several years of planning and fundraising, these new centers have opened the opportunity door for citizens to better their lives and offered conveniences and savings on the cost of commuting to PVCC's main campus.

More than 250 students have taken credit classes at the Greene County site since last August. Located on the second floor of the library in Stanardsville, the center features offices, instructional lab space, a computer classroom, five state-of-the-art classrooms fully equipped for Web-delivery of classes and a large community meeting room that can accommodate 250.

PVCC continues to expand the menu of credit classes offered there, such as accounting, business, English, history, information technology, math, psychology, sociology and Spanish. These classes can be applied toward an associate degree, certificate or career studies certificate. Noncredit classes in customer service, computers, cyber intelligence and many other subjects are available, too.

At PVCC's new Jefferson School Center, located at 233 Fourth St., NW, more than 100 students have enrolled in general education credit classes since January. Our space on the first floor of the newly renovated Jefferson School City Center consists of four state-of-the-art classrooms, offices, a 2,500-square-foot commercial-grade



*"The opening of the PVCC Eugene Giuseppe Center was a catalyst for completing a degree that I started working on 20 years ago... PVCC's online and Greene classes have afforded me convenient opportunities to seek a degree that would not have otherwise been possible."*

Robert Morris, Ruckersville  
Class of 2013  
Associate of Science  
Business Administration

teaching kitchen and a 700-square-foot culinary classroom. Nearly 100 students have enrolled in an array of PVCC noncredit cooking classes, which are taught by chefs and hospitality experts from the Charlottesville area.

Opening of the PVCC Jefferson School Center enables the College to fulfill another goal – launching a new Associate of Applied Science degree in Culinary Arts, starting with the fall 2013 semester. (See related story on page 4.)

On the cover: Eric Breckoff, associate professor of culinary arts, and Jennifer Steward of Charlottesville, in the new commercial-grade teaching kitchen at the PVCC Jefferson School Center.

## Two New Programs Offer Career Opportunities and Help Meet Workforce Needs

**P**VCC received approval in spring 2013 from the State Council for Higher Education in Virginia and the State Board for Community Colleges to offer its new Associate of Applied Science degree in Culinary Arts, starting with the fall 2013 semester. For more than a year, PVCC planned and collaborated with representatives of the local tourism and foodservice sectors to shape a curriculum that ensures graduates will have the education and skills needed by area businesses.

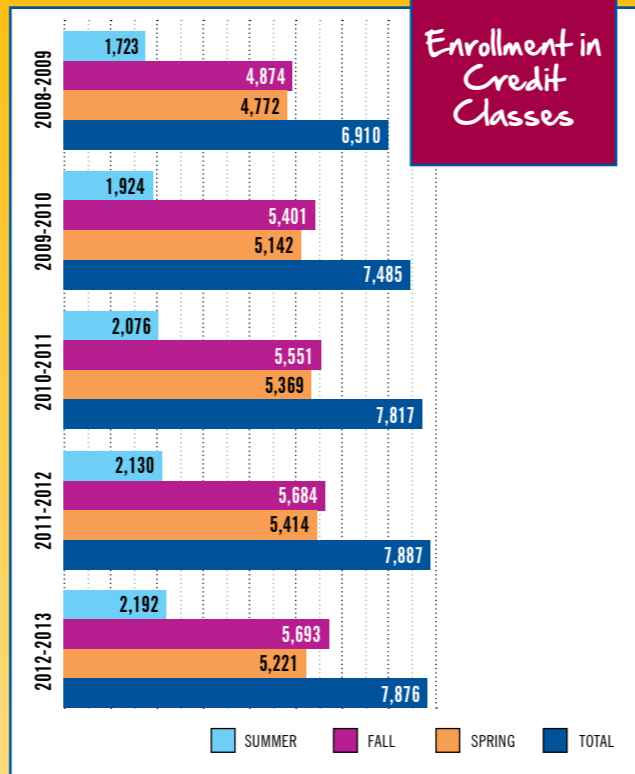


Financial aid is available for qualifying students who enroll in the two-year program. In addition to credit classes in food preparation, the program covers foodservice management, nutrition, safety and sanitation, hospitality industry computer systems and more. Graduates will be ready for entry-level jobs as chefs, sous chefs, pastry chefs, personal chefs and line cooks at casual and fast-food restaurants as well as in hotels, resorts, country clubs and other foodservice settings. All classes will be taught in the new commercial-grade teaching kitchen and culinary classrooms at PVCC's Jefferson School Center in downtown Charlottesville.

Plans also came to fruition during the year to offer a Nursing Assistant Career Studies Certificate (CSC) beginning this fall. Financial aid is available for qualifying students who enroll in this program. The CSC can be completed in two semesters of full-time study, and graduates will be prepared to take the Virginia nurse aid exam to become a Certified Nursing Assistant (CNA).



This program follows the launch of associate degrees in radiography and sonography and a new Licensed Practical Nursing (LPN) certificate in 2011-2012, all of them tailored to meet the employment needs of the area's growing health-care sector.



## Summer and Fall Semesters Set Enrollment Records

Piedmont Virginia Community College welcomed 7,876 students in credit classes during the three semesters of the 2012-2013 academic year, nearly equivalent to last year, and set enrollment records for the summer and fall semesters.

The College was one of three among the 23 community colleges in Virginia to experience an enrollment increase for the summer with a record-breaking 2,192 students taking credit classes, up 2.9 percent over the previous year. For the fall 2012 semester, 5,693 students completed credit classes, up 0.2 percent and the highest yet for a fall semester at PVCC. Enrollment in the spring 2013 semester declined 3.6 percent, the first drop for that semester since spring 2006.

Annual enrollment overall this academic year reflected a predictable "plateau effect" which the majority of community colleges statewide and throughout the U.S. are seeing. During the beginning and peak years of recessionary periods, community college enrollment historically surges. As the economy recovers, enrollment begins to level or even decline at community colleges, forcing those institutions to adjust to a corresponding reduction in revenues generated from tuition and fees.

## Once Again, a PVCC Student Named Top Va. Community College Student

**P**VCC student Anastasiya Hvaleva was named the New Century Scholar for Virginia in 2013. As such, she was the top community college student in the state from among more than 288,000 students taking credit classes at Virginia community colleges during the academic year.

The award, presented through the All-USA Academic Team program, was based upon her academic excellence, leadership qualities and community service. The program is sponsored by USA TODAY, the American Association of Community Colleges (AACC) and Phi Theta Kappa (PTK), the national honor society for two-year colleges.

This marks the sixth year since the award program started in 2000 that a PVCC student has been named the Virginia New Century Scholar. These students receive a scholarship from

the Coca-Cola Foundation and the Coca-Cola Scholars Foundation and are recognized at the annual AACC conference.

Hvaleva emigrated to the U.S. in 2005 when a destabilizing revolution unfolded in her home country of Kyrgyzstan. Speaking no English, she immediately began intensive ESL classes at Temple University and the University of Pennsylvania. She moved eventually to Charlottesville and enrolled at PVCC, excelling in honors classes and student activities. She was president of the PVCC International Club, the PVCC Business Club and the College's chapter of PTK. She was named to the President's List in fall 2012 for semester grade honors and received two Student Leadership Awards during PVCC's Ninth Annual Academic and Leadership Awards Convocation in April 2013.



Graduating *summa cum laude* (with highest honors) in May with an Associate of Science degree in Business Administration, Hvaleva will attend the University of Virginia's McIntire School of Commerce in the fall. She plans a career in environmental technology.

## PVCC Student One of 10 in State to Receive Prestigious Scholarship



**N**icholas Baldi of Palmyra was selected for the Valley Proteins Fellows scholarship program for 2012-2013. Of the 288,000 people enrolled in credit classes in Virginia's 23 community colleges, only 10 are selected for this program, which is designed for high-achieving second-year students who are motivated scholars possessing academic and leadership potential. In addition to receiving full coverage of tuition and fees, the fellows participate in a unique curriculum that includes leadership programs, cultural opportunities and a community service project.

While completing his second year at PVCC, Baldi participated in the Student Government Association and the

Volunteer Club, tutored other students in chemistry and volunteered at The Haven in Charlottesville. He graduated *summa cum laude* (with highest honors) from PVCC in May 2013 with an Associate of Science degree in Engineering. He plans to earn a bachelor's degree from the University of Virginia in chemical engineering and continue with graduate research in alternative energies.

The Valley Proteins Fellows scholarship program is made possible through the generous donation of Valley Proteins, Inc. The Winchester-based company has been in the rendering business for more than 50 years and operates 12 plants in five states.

# More Than 600 Graduates in Class of 2013

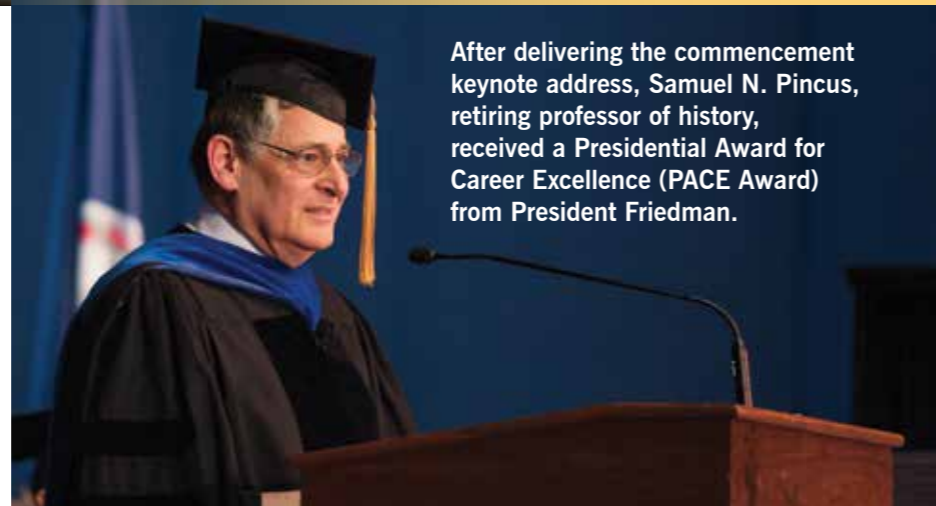
Graduates attending PVCC's 40th annual commencement May 10 at the John Paul Jones arena were congratulated and praised by President Frank Friedman and encouraged by the keynote speaker, Samuel N. Pincus, PVCC professor of history, to "use their skills and knowledge for the betterment of society as a whole."

Retiring after 35 years with PVCC, Pincus spoke to graduates about the rights and responsibilities of educated people. "You have no right," he said, "to think or act like you know everything...You're going to spend the rest of your life learning things." Respect, honesty, open-mindedness and curiosity are among the desirable qualities of educated people, he noted, challenging the graduates to become problem-solvers. "Education is a gift entrusted to you," he added, and now that you've become educated, your path forward is "... like a take-home, open-book test that you get to take yourself."

Numbering more than 600, the class of 2013 was the largest in the College's history. Half earned transfer associate degrees which prepared them to continue their bachelor's degree studies at a four-year school. Others received associate degrees, certificates or career study certificates that readied them for employment after graduation.



Jesse Ilcoch, recipient of PVCC's Distinguished Student Award and student speaker for the graduates, encouraged them to be proud of their accomplishments. She graduated *magna cum laude* (with high honors) with an Associate of Arts degree in Liberal Arts and will attend James Madison University this fall to pursue a career in education.



After delivering the commencement keynote address, Samuel N. Pincus, retiring professor of history, received a Presidential Award for Career Excellence (PACE Award) from President Friedman.



## Discounted YMCA Child Care Offered for PVCC Students

**P**VCC and the Piedmont Family YMCA inked an agreement early this academic year to offer discounted full-time preschool care and after-hours child care to PVCC adult students who attend classes on the College's main campus or at off-campus centers. PVCC students enrolled in the spring 2013 semester were the first to access the new services.

The agreement removed a barrier that has often prevented parents from pursuing a college education. It also enabled the College to meet a long-time strategic goal of offering child care to increase access to higher education.

The child care is offered through the YMCA's new Intergenerational Child Care Program. This is centrally located in the multi-purpose Jefferson School City Center in downtown Charlottesville, where both PVCC and the YMCA became tenants in early 2013.



## Initiatives Focus on Increasing Student Success

**P**VCC re-engineered student support services this year by launching five initiatives to strengthen support for students during their enrollment at PVCC and help them increase success in meeting educational goals.

Admissions advisors now engage new students in more intensive education and career planning, academic and personal skills assessment and long-term goal-setting. At selected checkpoints, faculty advisors meet with students to assess progress in their studies and ensure advancement toward graduation. The College also stepped up intervention for students who are struggling academically or personally, implementing more proactive steps and regular follow-up with those referred for tutoring, counseling or other assistance on or off campus.

In spring 2013, the College piloted a peer mentoring program and structured learning assistance program and began an engagement project for evening students. Student mentors served as role models, befriending, encouraging and supporting first-year students enrolled in required

orientation classes and helping them acclimate to college life.

To increase the success of students enrolled in six historically difficult classes, PVCC hired students and some alumni as structured learning assistant facilitators who coordinated mandatory group study sessions. The facilitators also assisted students in developing academic skills such as preparing for exams and note-taking. For evening students, PVCC used grant funds to produce videos about support services, design an evening-students Web page, create a mini-orientation and develop targeted advising for and communications to this group.

All these initiatives evolved from 10 listening sessions that President Friedman held with faculty and staff in spring 2011, asking how PVCC could improve student academic success and program completion. Numerous valuable ideas emerged from the discussion, then task forces formed to craft proposals based upon research, best practices and other factors. With implementation of proposals yielding promising results in 2012-2013, these initiatives will continue and expand during the upcoming academic year.

## Services for Veterans Expanded

Using a grant from the State Council for Higher Education in Virginia and the U.S. Department of Education/College Access Challenge Program, PVCC intensified recruitment and advising of active and former military personnel and their dependents currently enrolled or considering PVCC enrollment. The initiative, which will continue in coming years, will help to ensure that those who have served and sacrificed for our country are successful in meeting their education and career goals at PVCC.

The College hired a dedicated military and veterans affairs advisor, held special veterans information sessions for prospective students prior to each semester and ensured systematic advising of enrolled students during their tenure at the College.

The veterans Web page was redesigned, and planning began on an education pathway that enables veterans enrolled in a PVCC associate degree program to complete coursework simultaneously toward a bachelor's degree at Old Dominion University. ODU has offices on PVCC's campus.

Efforts to create a more veteran-friendly College included opening of a Veterans Center on campus, observing Veterans Day with a special ceremony and breakfast and engaging PVCC's members of the Student Veterans of America Club.

During the academic year, there were 648 students classified as veterans, active-duty military or dependents who were taking credit classes at PVCC.



## PVCC Prepares Students for Careers in Intelligence, Wine Industries

**T**his year, 40 students enrolled in the 10-week Intelligence Analyst Boot Camp, a rigorous education program launched by PVCC's Workforce Services Division in 2011 to provide students with the necessary tools to become successful analysts in the Intelligence Community. Eleven of the Boot Campers this year had lost their jobs when Video Gaming Technologies of Ruckersville closed its doors. Workforce Investment Act funding paid for their retraining. One student from the summer 2012 class was hired by the Pentagon.

More than 380 students enrolled this year in viticulture and enology classes. While some individuals take these for personal interest, the classes do lead to certificates in viticulture and enology. Many students enroll to train for jobs in the region's thriving wine industry or to become business owners and entrepreneurs. Seven students completed the viticulture certificate, and two completed the enology certificate. Of these students, six found employment at Virginia wineries.





## New Classes and Online Certificates Offered Through Workforce Services Division

Thirty-eight students took advantage of new classes in small engine repair introduced this year through PVCC's Workforce Services Division. After successful completion of classes, students may opt to take a national certification exam through the Equipment and Engine Training Council.

The division also offered 16 new online certificates in such fields as holistic and integrative health, social media marketing and video marketing. Eighteen students earned online certificates in veterinary assistance, administrative dental assistance, green building, project management, webinar planning, business, marketing or other disciplines.

This spring, 15 noncredit cooking classes were launched at PVCC's Jefferson School Center in downtown Charlottesville. More than 100 students enrolled in these short-term classes, which were taught by accomplished local chefs and entrepreneurs Tim Gearhart of Gearhart's Chocolate, Dean Maupin of C&O Restaurant, Sheila Cervelloni of Baker's Palette and Tom Cervelloni from the University of Virginia. John "Jack" Hanny, former White House visiting chef and author, also taught a series of classes entitled, "From the White House to Your House."

## Award-Winning PVCC Technology Enhances Teaching and Learning

PVCC ranked 7th in the annual 2012 Digital Community Colleges Survey in the mid-sized colleges category, improving our previous ranking of 10th among small colleges. Community colleges in 26 states participated in the national survey which scored them on such criteria as mobile devices and technology integration into curriculum, strategic planning, data management and professional development, including availability of technology tools and training for faculty and students.

About 60 PVCC faculty are now using Lecture Capture technology through which they record selected class content in video or audio formats. Students can access and even download these files via computers or portable electronic devices to review and study at a convenient time and place of their choosing. Since summer 2011 when PVCC launched Lecture Capture, approximately 3,400 students have studied by reviewing more than 27,000 hours of class recordings.

Another technology used increasingly at PVCC is compressed video, which delivers real-time classes at our main campus to students in classrooms at the PVCC Eugene Giuseppe Center in Greene County and/or to any other similarly equipped site within the Virginia Community College System. PVCC classes in administration of justice, philosophy, marketing and surgical technology are examples. Conversely, classes based at selected community colleges in Virginia can be offered via compressed video to PVCC students.

This year the College's Information Technology



Office replaced many conventional desktop computers with more compact, energy-efficient virtual units that save more than 90 percent on power usage. About 160 of these virtual desktops are now in use on the main campus and at the PVCC Jefferson School Center. The purchase of 60 units in the First Quadrant Math Center was made possible by a generous grant from the Dominion Foundation/Higher Education Partnership. All units have specific software installed for targeted applications, among them, math, writing and English.

A redesign of PVCC's Web site also began this academic year to improve and upgrade navigation and content presentation, and development continued through the Virginia Community College System on a PVCC app for use on mobile devices.



## Array of Community Services Offered During the Year

From August 2012 through May 2013, PVCC hosted a myriad of performances and fine art exhibitions open to the public, among them, the Richmond Ballet, Free Movie Fridays, faculty and student art shows, plays, choral and musical performances, and the ever-popular *Let There Be Light*, an evening of light-centered artwork illuminating the outdoors.

PVCC hosted the annual Super Saturday financial aid event in February for citizens interested in attending any college to learn about ways to pay for it and to receive assistance completing the federal financial aid form. The event is sponsored by the Virginia Association of Student Financial Aid Administrators. The College held a second financial aid event on campus June 22 specifically for those interested in taking PVCC fall semester classes.

An information session tailored for home-schooled students and their parents was held on campus in March. It featured a panel of faculty and current home-schooled PVCC students and offered information about taking PVCC classes during or after home-schooling.

PVCC coordinated and held its 29th Annual Job Fair in March for students, alumni and community members to find jobs and internships with dozens of Central Virginia employers. More than 1,000 people attended and 50 employers exhibited. Co-sponsors of the fair included the Charlottesville

Radio Group, Albemarle County Schools, *C-ville Weekly*, *The Hook*, Monticello Media, Pepsi-Cola Bottling Company of Central Virginia and Envoy of Staunton.

PVCC's College4Kids Summer Career Academies were held June through early August. More than 30 academies offered hands-on, project-based learning in science, the arts, computers, engineering, photography and video, architecture, SAT preparation and more. PVCC also expanded its after-school programs for youth and offered a Health Careers Spring Break Academy. More than 300 area youth attended these programs.



The College hosted the 13th annual community Juneteenth observance June 14-15. Cultural displays, historical re-enactments, music, drumming, dance, children's activities and more were open to the public on campus. Dating back to 1865, Juneteenth is the oldest known celebration of the ending of slavery.

Five events held on campus in October celebrated the Dalai Lama's visit to Charlottesville. These included a film and presentations about the culture and history of Tibet and the life and teachings of the current Dalai Lama.

## PVCC and High Schools Partner to Offer Early College Program

PVCC and area high schools this year made significant progress in planning and creating a formal pathway for high school students to complete a high school diploma and a PVCC associate degree or certificate upon high school graduation. Known as early college, this approach combines academic rigor and supportive student services with the opportunity for area families to save time and money on their children's college education. Establishment of early college programs was mandated through legislation passed in 2012 by the Virginia General Assembly.

At Charlottesville High School, the early college program will offer PVCC associate degrees or certificates in science, technology, engineering and math (STEM) fields. Graduates will either be ready for employment after earning their PVCC degree and high school diploma or be prepared to transfer to four-year colleges or universities to complete the final two years of a bachelor's degree. The program in Albemarle, Fluvanna, Louisa and Nelson County High Schools will offer a PVCC Associate of Science degree in General Studies, which prepares students for transfer.

In the program, high-achieving, college-ready students in their junior and senior years of high school will earn the necessary PVCC credits by completing a combination of on-campus classes and dual enrollment classes taught on-site in high schools or online.

PVCC and the high schools will finalize these programs in the coming academic year. High school students are expected to enter the programs starting in either 2013 or 2014.

The following students were recognized at PVCC's Ninth Annual Academic and Leadership Awards Convocation held in April 2013. They were selected by members of the PVCC faculty in recognition of their grade point average, class involvement, service to PVCC and/or peers, recognition by peers, leadership and motivation.

### Division of Business, Mathematics and Technologies

Accounting ..... Linda M. Shupe  
 Administration of Justice ..... Lloyd W. Rigsby, Jr.  
 Clea and Peggy Parker Award for Business Administration .... Nathaniel G. Ricca  
 Clea and Peggy Parker Award for Business Management ..... Rebecca S. Parkhill  
 Economics ..... Janet Morro  
 Shivaji Samanta Award for Electronics and Computer  
 Technology ..... Michael A. Fraticelli, III  
 Oliver Atkins Award for Engineering ..... Roland A. Nzaou  
 Euler Prize for Excellence in Mathematics ..... Bridget E. Mason  
 Frances G. and Glenn M. Norcutt Mathematics Spirit Award ..... Lisa M. Watkins  
 Physics ..... Matthew F. Farnan and Marc E. Hansen

### Division of Health and Life Sciences

Lloyd Willis Award for Biology ..... Erika S. Douthit  
 Biotechnology ..... Austin A. Gilmore  
 Chemistry ..... Tenzin Chime  
 Diagnostic Medical Sonography ..... Max Jackson  
 Emergency Medical Services ..... Casey R. Mikus  
 Human Anatomy and Physiology ..... David J. Irby  
 The Sedgwick Group Award for Microbiology ..... Austyn V. Bessette  
 Mildred Montag Award for Nursing ..... Norah G. Anderson  
 Wyant-Dowell Family Award for Physical Education ..... Angela Thorp  
 Mary Lamb Wyant Award for Practical Nursing ..... Noël Purdy  
 Radiography ..... Jason T. Gaviria

### Division of Humanities, Fine Arts and Social Sciences

David W. Garrison Award for Art ..... Rebecca I. Belt  
 Dick Harrington Award for Composition ..... Jessica T. Wheeler  
 Margaret Walter Award for Dance ..... Jeannine O. Reye  
 Ada Sloan Award for English ..... Edward L. Smith  
 French ..... David G. Yeago  
 Rebecca and Andrew Straley Award for German ..... Madeline M. Watkins  
 Cliff Haury Award for History ..... Porter A. Dickie  
 Carole Friedman/Gail Koplou Award for  
 Humanities ..... Catherine de Cárdenas  
 Frances G. and Glenn M. Norcutt Award for Literature .... Jean-Marie R. Bralley  
 Prudence Curtis Award for Music ..... Shelby R. Blalock  
 Dr. Gerald Shinn Award for Philosophy ..... Nickolas X. Urpi  
 Mary Ann Elwood Award for Political Science ..... Robert A. Michel  
 James Deese Award for Psychology ..... Amber K. Campos  
 Teresa A. Clark Award for Sociology ..... Matthew S. Baber  
 Kit Decker Award for Spanish ..... Jennifer D. Powell  
 Maurice W. Seay Award for Speech ..... Jordan A. Ruffner  
 Theatre ..... Luisa M. Schneider



**Nathaniel G. Ricca (r)**, recipient of the Business Administration Award, with Jane Kingston, associate professor of accounting



**Bridget E. Mason (r)**, recipient of the Euler Prize for Excellence in Mathematics, with Diane Valade, assistant professor of mathematics



**Jordan A. Ruffner (r)**, recipient of the Maurice W. Seay Award for Speech, with Nikol J. Beckham, assistant professor of communication studies



**Roland A. Nzaou (r)**, recipient of the Oliver Atkins Award for Engineering, with Jon Hexter, associate professor of mathematics



**Tenzin Chime (r)**, recipient of the Chemistry Award, with Barbara Heyl, professor of chemistry



**David J. Irby (r)**, recipient of the Human Anatomy and Physiology Award, with John Walsh, professor of biology



**Angela Thorp** receives her award from President Friedman.

### PVCC All-USA Academic Team Nominees

**Angela Thorp**  
 PTK All-Virginia Academic Team

**Anastasiya Hvaleva**  
 PTK Top Ten All-Virginia Academic Team and New Century Scholar

### Phi Theta Kappa 2013 Inductees Alpha Epsilon Tau Chapter International Honor Society for Two-Year Colleges



Based upon their outstanding academic performance and community service, the students listed below were inducted this spring into PVCC's chapter of Phi Theta Kappa, the international honor society for two-year colleges. Membership in PTK provides access to scholarships, conventions and seminars, and members engage in service activities. At PVCC commencement, PTK members wear a gold satin stole and gold and blue cording over their graduation gown and a yellow tassel on their graduation cap. Their diplomas have a distinctive, embossed gold seal indicating membership in the PTK Society.

- |                       |                      |                    |
|-----------------------|----------------------|--------------------|
| Kenneth Allen         | My Hoang             | William Poole      |
| Jean-Marie Bralley    | Chelsea Jeter        | Gregory Procius    |
| Daniel Camunas        | Jessica Kerns        | Bibi Rahim         |
| Danielle Capra        | Matthew Korbon       | Nathaniel Ricca    |
| Bradley Carter        | Thalia Kowalzik      | Rebecca Richardson |
| Leah Chada            | Jonathon Languasco   | Dana Rigg          |
| Courtney Chaplin      | Chris Lee            | Rachael Shepard    |
| William Clark         | Jesse Leichtentritt  | Chelsi Smith       |
| Katherine Craig       | William Marshall     | Cristi Terrell     |
| Catherine de Cárdenas | Linda McDaniel Shupe | Kristopher Thomas  |
| Christopher DiAntonio | Alec Miller          | Angela Thorp       |
| Porter Dickie         | Leo Murphy           | Madeline Watkins   |
| Eric Dixon            | Mike Myers           | Quincy Wright      |
| Brian Donovan         | Roland Mzaou         | Aaron Zeller       |
| Jacob Donovan         | Lindsay Palmer       | Brandon Zeman      |
| Mary Hedges           | John Pappas          |                    |

### Student Leadership Awards

- Art Club ..... Rebecca I. Belt  
 Christian Student Fellowship ..... Michael G. Browning  
 Creative Writing Club ..... Stephanie M. Morris  
 Dance Club ..... Libra A. Johnson  
 Graphics Design Club ..... Shelia D. Clark  
 International Club ..... Jonathon B. Languasco  
 Investment Club ..... Anastasiya Hvaleva  
 Japanese Club ..... Joseph D. Kellenberger  
 Masquers Club ..... Bradley R. Carter  
 Phi Theta Kappa ..... Anastasiya Hvaleva  
 Political Club ..... Dena McKiernan  
 Pottery Club ..... Patty Wallens  
 Radiography Club ..... Chelsi M. Smith  
 Soccer Club ..... David Escamilla-Villa  
 Student Activities ..... Milton Thornton, Jr.  
 Student Government Association ..... Katherine A. Cudé  
 Student Services ..... Zelda R. Anderso  
 Tennis Club ..... Thomas E. Cudé  
 Tutoring ..... Jordan E. Tyler  
 Virginia21 ..... Nathaniel G. Ricca  
 Volunteer Club ..... Angelique Durham



**(l) Katherine Cudé** with Laila Bare, chair of the PVCC Board and Greene County representative



**(r) Jesse Mlcoch** with President Friedman

### PVCC Board Community Service Award\*

**Katherine Cudé**  
 \*Established by the PVCC Board, this award recognizes PVCC faculty, staff and students who have made significant contributions through volunteer service to the community served by the College or to communities throughout the nation and the world.

### Distinguished Student Award\*

**Jesse Mlcoch**  
 \*The highest award presented by the College to a student, it recognizes those who demonstrate exemplary service or leadership at the College and through activities in the College's service region and beyond.



### Who's Who Among Students in American Universities and Colleges

The following students were nominated by PVCC faculty for academic excellence and student leadership.

- |                        |                              |                           |
|------------------------|------------------------------|---------------------------|
| Nicole Renee Arington  | Hollie Elizabeth Hendrickson | Geiner Acuna Rojas        |
| Nicholas W. Baldi      | My Hoang                     | Lamont Antonio Sandridge  |
| Rebecca I. Belt        | Jeremy Jay Kiernan           | Olivia Paige Sanusi       |
| Shelby R. Blalock      | Kimberly Estelle Klotz       | Charles Scott Schwartz    |
| Jean-Marie R. Bralley  | Janainna Leao Ponce          | Sara Ann Serbati          |
| Henry Michael Brennan  | Koegler                      | Michael Ryan Sheehan      |
| Stephen G. Brown       | Matthew Calvin Karbon        | Kyle Sherrill             |
| Quentin E. Bruce       | Bryan Heath Legum            | Edward Gordon Songer, Jr. |
| Stephen Anthony Canty  | Hailey I. Lewandowski        | Sarah Elizabeth Sykes     |
| Katlin Faye Carpenter  | Anna E. Martin               | Ashleigh Pugh Taylor      |
| Beau Michael Corriveau | Bridget E. Mason             | Jesse Keller Timmons      |
| Katherine A. Cudé      | Jesse E. Mlcoch              | Michael Pack Townsend     |
| Andrea Michelle Dalton | Brian James Moynihan         | Angela J. Uricek          |
| Catherine de Cárdenas  | Amanda Marie Murphy          | Jonathan M. Walker        |
| Kimberly A. Dillon     | Sarah Jane Perry             | Lisa M. Watkins           |
| Jeffrey Steven Donlon  | Robert E. Poole IV           | Christopher Joseph Webb   |
| John Paul Donlon       | Charlotte Emily Ramsey       | Ruth A. Yoder             |
| Christy N. Gaulton     | Lindsey Caitlin Rappold      | Cheri Zavada              |
| Michael Shaw Green     | Joseph D. Rice               |                           |
| Ethan J. Harris        |                              |                           |



**Kristina Smith**

**MAJOR:**  
Engineering  
**CAREER GOAL:**  
Biomedical Engineer

In 2007, Fishersville resident Kristina Smith was a senior at Monticello High School with a bright future but she thought her dream of going to college had ended when she discovered she didn't qualify for financial aid. "It was either pay my own way or not go at all. So I didn't go."

What followed were a few years of unfulfilling, minimum wage jobs. "It was detrimental to my spirit," said Kristina. Just when she thought she didn't have any other options to help pay for college, the family she works for as a nanny and personal assistant offered to pay for all her classes at PVCC. "They said I was too smart not to go to school," she said. "I felt that this was finally my chance at a college education."

Kristina began taking classes at PVCC in 2012. She

discovered the dual enrollment classes she took while in high school would help give her a head start in her pursuit of an Associate of Science degree in engineering.

She was encouraged by her professors to do her best in the classroom and become active in the PVCC community. Now Kristina works as a Student Ambassador for the Admissions and Advising Center at PVCC. She gives tours to visitors, assists with student orientations and helps register students for classes.

She plans to transfer to the University of Virginia in 2014 to pursue a degree in biomedical engineering. "PVCC has been an amazing experience," said Kristina. "It's taken a lot of strength to get where I am but I want my story to show someone else they can do it too."



**Ryan MacDonald**

**MAJOR:**  
Nursing  
**CAREER GOAL:**  
Registered Nurse

The economy had been slowly declining in 2009 and so had Ryan MacDonald's faith in keeping his job as an architect. Having survived the recent downsizing by his employer, it prompted the Albemarle County resident to reconsider his future in architecture. "Everything I read and studied said it would be a long time before architecture returned to the profitability of the past," said Ryan. With responsibilities for a young family and a new house, Ryan decided to return to college to prepare for another career. But which career?

He recalled being an undergraduate student and loving science and math. That passion, paired with the project management skills he learned as an architect, made him choose nursing. "Nursing is like managing a building project," said Ryan. "In both, you're trying to make the client comfortable with the service you provide."

A friend of Ryan's who was attending PVCC suggested he look at the College for his next step.

Ryan did some research. First, he compared the reputation and affordability of PVCC to four-year colleges and universities. "PVCC's nursing program offers a wider scope of learning and is highly regarded," said Ryan. He also discovered PVCC's affordability. "Cost-wise, it's a no-brainer for me," he said. Currently, tuition and fees at PVCC are on average about one-third that of Virginia's public four-year institutions.

Next, he met with a PVCC advisor. Together, they mapped out his long-term education plan, which includes entering into a unique concurrent enrollment program offered by Old Dominion University that allows nursing students to complete all the classes in the ODU Bachelor of Science in nursing program online while enrolled at PVCC.

Ryan begins his full-time studies in the nursing programs at PVCC and ODU this fall. For more information about ODU's concurrent enrollment program for nurses, visit [www.odu.edu](http://www.odu.edu).



**Angela Thorp**

**DEGREE:**  
Associate of Arts, Liberal Arts, 2013  
**CAREER GOAL:**  
Geriatric Physician

"I love PVCC," said Charlottesville resident and recent PVCC graduate Angela Thorp. "Any goal that you have, they will help you on that path." Before Angela started taking classes at PVCC, she was a stay-at-home mom to three sons for 20 years. "I felt like I wasn't finished contributing to the world. I thought, 'I could have many more years to do something meaningful and really make a difference.'"

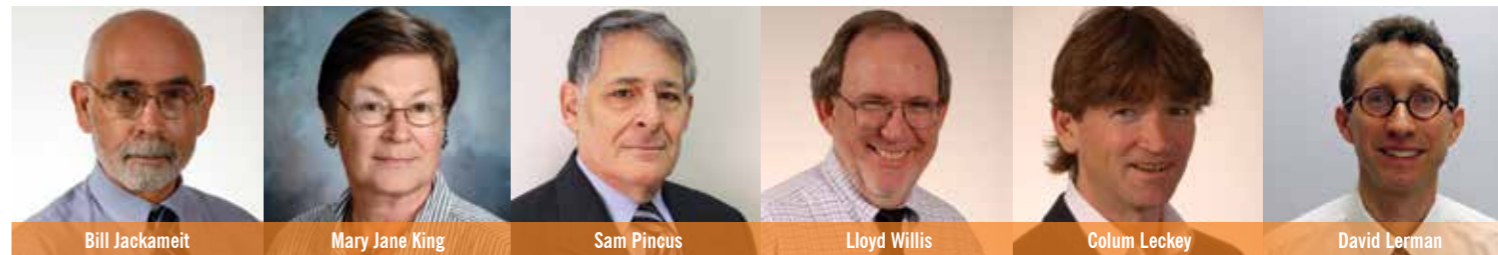
Angela's decision to attend college didn't come without trepidations. "The whole thing seemed really intimidating." She decided to take a couple of classes. "I thought if I could handle two and my family could handle it, and we could pull it off together, I could work up to taking more classes."

She almost didn't make it past the first homework assignment. "I was a nervous wreck," said Angela. "I read my first assignment three times and thought

I just wasn't cut out for it and I should just call it quits." Her professors felt otherwise. "They believed in me more than I believed in myself. They encouraged me all along the way."

Angela graduated *summa cum laude* (with highest honors) in May 2013. She was inducted into the PVCC chapter of Phi Theta Kappa (PTK) – the international honor society of two-year colleges, nominated to the 2013 PTK All-Virginia Academic Team for her academic performance and leadership and received the PVCC academic award for physical education.

Angela will attend the University of Virginia in the fall and pursue a degree in medicine. "Had it not been for my first steps at PVCC, I don't know if the other steps would have happened. It was just what I needed to have the confidence and courage to say, 'Yes, I can do this.'"



Bill Jackameit Mary Jane King Sam Pincus Lloyd Willis Colum Leckey David Lerman

PVCC President Frank Friedman presented a Presidential Award for Career Excellence (PACE Award) to the following retirees who dedicated their professional lives in service to PVCC: **Bill Jackameit**, 16 years, vice president for Finance and Administrative Services and professor emeritus; **Mary Jane King**, 25 years, director of Institutional Advancement and Development and associate professor emeritus; **Sam Pincus**, 35 years, professor emeritus of history; and **Lloyd Willis**, 38 years, associate professor emeritus of biology.

**Colum Leckey**, associate professor of history, was awarded a Fulbright Scholarship to lecture and conduct research in Russia in fall 2013. He also was selected by fellow PVCC faculty as the College's nominee for the 2014 State Council for Higher Education in Virginia (SCHEV) Outstanding Faculty Award, which is the Commonwealth's highest honor for faculty at Virginia's public and private colleges and universities. As the SCHEV award nominee, Leckey also serves as PVCC's honoree for the Virginia Community College Association's Faculty Showcase and the nominee for the Virginia Community College System's 2014 Chancellor's Award for Teaching Excellence.

**David Lerman**, student success advisor, was chosen by PVCC professional and support staff as the 2013 Virginia Community College Association Support Staff Showcase Award recipient for his commitment to the College and the community. He will be recognized at the VCCA's annual conference this fall.

**David Moyer**, professor of biology, and **Crystal Newell**, circulation/access librarian, were presented with Excellence in Education awards at the 2013 New Horizons conference of the Virginia Community College System. Newell's win in the category of Innovative Use of Technology in the Face-to-Face and Online Classroom, was for a team project named "Topics in Online Teaching and Learning." Moyer's project entitled, "Team-Based Learning as a Strategy for Flipping the Classroom in Anatomy and Physiology," was a runner-up in the category of Best Practices in Teaching Face-to-Face, Online and Students Success.

Professor of Art **Beryl Solla** was honored with PVCC's 2013 Distinguished Service Award for imaginative and distinguished leadership or service within PVCC or in professional or other activities outside the College. She also oversees the Associate

of Arts degree program at PVCC and coordinates a myriad of art-related activities and events open to the public.

**PROMOTIONS**

The following faculty were promoted this year: **Joanna Vondrasek** to professor of biology, **Catherine Brown** to associate professor of nursing and **Irina Timchencko** to assistant professor of mathematics.

**RETIREMENTS & PROFESSOR EMERITI**

**Jon Bell**, 40 years; associate professor emeritus of mathematics  
**Dennis Cambell**, 25 years; courier  
**Elaine Conca**, 5 years; registrar  
**Mary Jane King**, 25 years; director of Institutional Advancement and Development and associate professor emeritus  
**Joyce Knight**, 40 years; education support and veterans specialist  
**Sam Pincus**, 35 years; professor emeritus of history  
**Laura Symons**, 8 years; The Learning Center coordinator  
**Margaret Willis**, 38 years; professor emeritus of mathematics  
**Lloyd Willis**, 38 years; associate professor emeritus of biology

**SERVICE AWARDS**

The following employees were recognized for their years of service:

**5 Years:** **Rhoda Cooper**, program director/assistant professor of health information management; **Erin Hughey-Commers**, program coordinator of Piedmont Futures; **Scott Huston**, application designer; **Becky Parkhill**, administrative assistant in Finance and Administrative Services; **Andrew Smith**, professor of English; **Irina Timchenko**, assistant professor of mathematics; **Justin Wert**, associate professor of English  
**10 Years:** **Ali Bouabid**, associate professor of engineering  
**15 Years:** **Judy Rossen**, cashier  
**20 Years:** **Linda Cahill**, coordinator of Library Services; **Tracy Cersley**, accountant; **Nery Herrera**, housekeeper; **Kathy Hudson**, dean of the Health and Life Sciences Division  
**25 Years:** **Tom Hyder**, professor of English; **Mary Lee Walsh**, dean of Student Services  
**30 Years:** **Kay Bethea**, professor of theatre and music; **Jane Kingston**; associate professor of accounting  
**40 Years:** **Marie Melton**, business manager



David Moyer Crystal Newell Beryl Solla Joanna Vondrasek Catherine Brown Irina Timchencko  
Jon Bell Dennis Cambell Elaine Conca Joyce Knight Laura Symons Margaret Willis

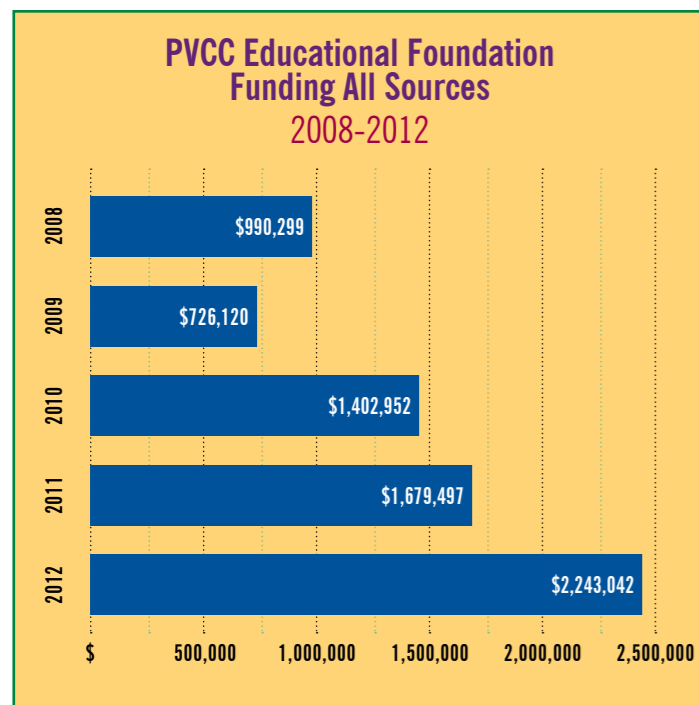
## Message from the President

Just as Piedmont Virginia Community College and its graduates are critical to the future of our Central Virginia economy, those who give to PVCC are critical to its future. The generosity of our many friends once again propelled the PVCC Educational Foundation to a fundraising record in 2012. A total of \$2.2 million came in to the Foundation last year, the third record-setting year in a row. The Foundation's assets are now nearing \$10 million.

The graph below dramatically illustrates the growth of support in recent years for Piedmont Virginia Community College and its promise of opportunity, access and excellence.

As a direct result of your generosity:

- The College has been able to extend its reach throughout its service region—from the PVCC Eugene Giuseppe Center in Stanardsville, which opened in the fall of 2012, to the PVCC Jefferson School Center in the renovated historic Jefferson School in downtown Charlottesville, which opened in January. The centerpiece of the PVCC presence at the Jefferson School is a state-of-the-art teaching kitchen and attached culinary demonstration classroom. An associate degree program in culinary arts begins this fall. Private gifts made both of these large-scale projects a reality.
- Students struggling with math are learning in a new setting with computer-assisted instruction as well as tutors to provide face-to-face help. The computers in the new developmental math lab and additional tutors were both made possible by your gifts to the Educational Foundation.



- More and more students are receiving financial assistance through scholarships offered by the Foundation. Both the number of students who receive scholarships and the amounts of those scholarship awards are increasing. In the 2012-2013 academic year, 115 students received scholarships with a total value of \$225,000. Next year, 123 awards will provide approximately \$275,000 to PVCC students.



- With stipends provided by the Foundation, faculty members are seeing more opportunities to develop new classes, try new teaching methods and implement new technology. The Foundation Board continues to be impressed by the benefits that result to our faculty members and students from even modest amounts of funding.

From among our many wonderful donors, the Foundation Board each year chooses one for recognition at the state level through the Virginia community college Leadership in Philanthropy program. This year, the PVCC nominee was **blue moon fund**. The generosity of **blue moon fund** enabled the College to launch the Jefferson School project.



To all donors, I say thank you. We who serve on the PVCC Educational Foundation Board of Directors deeply appreciate your generosity. Because we know there are many more Central Virginia residents who could benefit from an education at PVCC, we cannot

rest on our recent successes. Your continuing support gives us confidence that PVCC will meet ongoing challenges and the unexpected ones that inevitably will arise.

Piedmont Virginia Community College is truly one of our most important assets. When we support it, we support the economic health and vitality of individuals, families and businesses throughout Central Virginia.

Thanks again for continuing to keep PVCC at heart and in mind.

Bryan D. Wright, President  
PVCC Educational Foundation

**President Friedman** established the Frank Friedman Math Scholarship to recognize students who successfully complete developmental math and move on to college-level math. He is seen here with **Dena McKiernan**, one of three recipients in the spring semester.



**Rose and Rob Capon** and **Mary Thurman** (center), recipient of the Josephine Stewart Newsom Nursing Scholarship established to honor Mrs. Capon's mother. Mary graduated from the nursing program this spring with academic honors and was selected as a speaker for the graduating class at the nursing pinning ceremony.



The **Rev. Peter Way** is surrounded by seven of the **14 students** who received Tros-Dale Scholarships for the 2012-2013 academic year. The scholarship was established from the assets of a Scottsville group home that closed in the 1980s. It is one of the oldest and largest funds in the PVCC Educational Foundation.



**Ethyle Cole Giuseppe** and recipients of scholarships in her name. **Katelyn Daughtry** (left) and **Brittani Arrowood** received Ethyle Cole Giuseppe Scholarships and **Matthew Jones** received the Ethyle Cole Giuseppe Commonwealth Legacy Scholarship for the 2012-2013 academic year.



**Allen Duff**, program director/instructor of surgical technology at PVCC, shows his support of the College by placing a new PVCC license plate personalized with "SURTEC" on his truck. After sale of the first 1,000 PVCC plates, \$15 of the \$25 plate fee is transferred to the PVCC Educational Foundation to support scholarships for Virginia students. A portion of the fee may also be tax deductible. License plates with the PVCC logo can be ordered online at [www.dmv.virginia.gov](http://www.dmv.virginia.gov) or at any of the Virginia Department of Motor Vehicles locations.



## PVCC Educational Foundation Board of Directors

(AS OF JUNE 30, 2013)

Bryan D. Wright  
PRESIDENT

Terry S. De Guzman  
VICE PRESIDENT

Frank Friedman  
SECRETARY

Stephen A. Parker  
TREASURER

- Bobbie Bruner
- Pat Fleshman Burnette
- Robert Capon
- Albert R. Colville
- Alison DeTuncq
- Peggy Echols
- Adrian Felts
- Tony Fernandez
- Rondi Furgason
- Robert Gest III
- Richard Howard-Smith
- Dee O'Donnell
- Donna J. Plasket
- Kendra L. Stribling
- Cynthia Bolick Stultz
- John J. Young

### EX OFFICIO

- Frank Friedman
- Stephen A. Parker
- John R. Donnelly

### FACULTY ADVISORS

- Barbara Heyl
- Connie Jorgensen

### PVCC PHILANTHROPY LEADERS

- Jay and Barbara Kessler (2006)
- Patricia Kluge and William Moses (2007)
- Grace Carpenter (2008)
- Hantzmon Wieble LLP (2009)
- Jim and Cynthia Stultz (2010)
- Barbara Fried (2011)
- Ethyle Cole Giuseppe (2012)
- blue moon fund (2013)

### NEW TO DONOR WALL IN 2012

- Shelah K. Scott
- CenturyLink
- blue moon fund
- The Cabell Foundation

These donors' cumulative giving surpassed \$50,000 in 2012, earning them a spot on the donor recognition wall in the College's Main Building.

# Annual Fund 2012

## \$10,000+

The Batten Family Fund in the Charlottesville Area Community Foundation

## \$2,500 - \$5,000

Better Living Foundation  
Alliance for Interfaith Ministries  
Jack and Wendy Brown  
Hantzmon Wiebel LLP  
Northrup Grumman Sperry Marine  
Osen-Hunter Group  
UVA Community Credit Union, Inc.

## \$1,000 - \$2,499

David H. and Nancy K. Bass  
Robert and Suzanne Brooks  
G. Larry and Dorothy A. Brown  
Jane E. Brown Foster  
Bobbie Bruner  
Rip and Millie Cathcart  
Albert R. Colville  
Teresa S. de Guzman  
Alison L. DeTuncq  
John R. Donnelly  
Peggy A. Echols  
Ned K. and Heidi C. Gumble  
Kevin and Joan Leibl  
Mr. and Mrs. E. Broderick May  
Marie C. Melton  
Ntelos Foundation  
Dr. Donna J. Plasket and Dr. David Breneman  
Rappahannock Electric Cooperative  
Robinson, Farmer, Cox Associates  
Cynthia B. Stultz  
W. A. Lynch Roofing Co., Inc.  
Williams Mullen Foundation  
John and Trula Wright

## \$500 - \$999

Nelson E. Bickers  
Scheline Crutchfield  
Anonymous  
Silvia Wyant Dowell  
Jennifer S. Gaden  
Scott and Debbi Goodman  
Joan T. Jay  
Jay and Barbara Kessler  
Reginald C. Lee  
James B. Murray  
Stephen Nauss  
Old Dominion National Bank  
Janet M. Reed  
Stillfield Fund I in the Charlottesville Area Community Foundation  
Lee Warner Stone  
Kendra L. Stribling

The Charles Fund, Inc.  
Bryan D. Wright

## \$250 - \$499

Afton Mountain Vineyards  
Robert Allen  
Linda Cahill  
Rob and Rose Capon  
Grace H. Carpenter  
Crutchfield Corporation  
Charles Dassance  
Stephen Davis  
W. Scott and Tarpley V. Gillespie  
Nancy A. Holland and Victor C. Lee  
Mary Jane King  
Alfred L. Layne, Jr.  
Walt and Karen Levering  
Charles E. Moncrief  
Dr. Suzanne Morse Moomaw  
Ruth H. Parsons  
Piedmont Virginia Companies, Inc.  
Brad Ramsey  
Larry G. and Meredith M. Richards  
Victor and Janice Rosenberg  
David and Betty Whitcomb

## \$100 - \$249

Eleanor P. Abbot  
Ed Akeel, D.D.S.  
A. N. Culbertson & Company, Inc. (in honor of the Executive Team at Martha Jefferson Hospital)  
Arboristry Associates, Inc.  
Drs. Harold and Laila Bare  
Winnie T. Beach  
Dr. Henry C. Bohleke  
Ali Bouabid  
Richard and Diane Brownlee  
C.M.A. Properties, Inc.  
Yvonne Carey  
Suzanne Tanner Chitwood  
Colonial Auto Center  
Vera Cooke-Merritt  
Davenport & Company (in memory of Mabel Herring)  
Robert S. and Cynthia Z. DeMauri  
James F. Dickerson (in memory of Mabel Herring)  
Jane DeSimone Dittmar and Frank Squillace  
Michael Dooley  
Donald and Margot Eason (in memory of Mabel Herring)  
Marjorie W. Eggleston  
Phydele G. Ehrlich  
David G. and Elizabeth B. Forney  
Robert A. and Patty U. Foster  
Fronrunner Sign Studios  
Leonard F. Gardner  
David M. and Katherine B. Giltinan

Brenda Ann Good  
Grand Home Furnishings Employees  
Charles and Marion Gross  
Mr. and Mrs. Edgar J. Gunter  
Wendy W. Harvey  
Dr. Ronald B. Head  
Henderson Petroleum Corporation  
Dr. Jack S. Hirsch  
Fred and Mary Hitz  
Thomas and Angela Hogge  
Jack M. Horn Sr.  
Richard H. Howard-Smith  
Dr. Kathleen Hudson  
Timothy P. Hulbert  
Dale and Audrey Jessen  
Dale V. Johnson  
Connie Jorgensen  
Shag Kiefer  
Graham and Rachel Lilly  
Frances G. Loose (in memory of Mabel Herring)  
Mark and Cynthia Lorenzoni  
Kevin J. Lynch  
Letty Ann and Robert Macdonald (in honor of Lloyd and Margaret Willis)  
Gary C. McGee  
Percy and Anne Montague  
Donald and Lisa Morin  
James R. Morris  
Joyce Nunge  
Daniel and Martha Nunziato  
Nicole Oechslin  
On Hold Marketing, Inc.  
Ruth H. Parsons (in memory of Mabel Herring)  
Pepsi-Cola Bottling Co. of Central Virginia  
John W. and Betty F. Phillips  
PVCC Pottery Club  
Robbins Staffing Solutions, Inc.  
Bruce Robinson  
Virginia Carr Roy  
Robert and Sally Sargeant  
Al and Phyllis Saufley  
Dr. and Mrs. Thomas Schildwachter  
Herman and Eve Schwartz  
Charlotte C. Self  
Edward R. and Anne L. Slaughter (in honor of Lloyd and Margaret Willis)  
Ralph R. Talley, Jr.  
Elizabeth W. Tewksbury  
Mary Leigh Thacker  
Mr. and Mrs. W. McIlwaine Thompson, Jr.  
Phyllis W. Tignor  
Virginia Botanical Associates, Inc.  
Alice Lorraine Wallenborn  
Mary Lee Walsh  
Dr. and Mrs. Morton C. Wilhelm  
Boyce G. Williams, Jr.

Elizabeth H. Woodard  
Mr. and Mrs. Edward M. Woodward  
Gerry and Terry Yemen

## To \$99

Paul Clark and Dina Bai  
Mrs. Merle Bingle (in memory of Mabel Herring)  
Linda Boxley  
Joan G. Canevari  
Mr. and Mrs. A. Clayton Coleman, Jr. (in memory of Mabel Herring)  
Kim Cronan  
Dr. Richard F. DeMong  
Carole Edwards  
Cyrus Emerson  
Wayne and Theresa Fifer (in memory of Mabel Herring)  
Ana, Gary and Ricky Forrester  
Michael Friedman and Janice Suppa-Friedman  
GE Foundation  
Margaret M. Grove  
Ralph Henry Hensley, III  
Marlene V. Herakovich  
Linda G. Hitt  
Marlene P. Ix (in memory of Mabel Herring)  
Lillian A. Kelly  
Paula Kincel (in memory of Mabel Herring)  
Paul and Jane Kingston  
Dr. Peter T. Kleeman  
Lester and Joy Lamb (in memory of Mabel Herring)

## Restricted gifts July 1, 2012 to June 30, 2013

### Academic Awards 2013

Tara Atkins-Brady  
Robin N. Bingle  
Patricia N. Buck  
Helen Dempsey-Henofar  
Anonymous  
Silvia Wyant Dowell  
Dr. Frank Friedman  
John Gulley  
Pryor Hale  
Dr. Dick Harrington  
Dr. Kathleen Hudson  
Connie Jorgensen  
Mary Jane King  
Michelle Palmer Lee  
Marie C. Melton  
Valerie Palamountain  
Stephen Parker  
Elizabeth L. Pitt  
Shivaji Samanta  
Anita R. Showers

Mabel Herring)  
Martha Leclere  
David H. Lerman  
Nancy F. Maloy  
Richard V. Mattingly  
Thomas Michie McMurdo  
Elaine D. Nichols  
Stephen Parker  
Eric and Katherine Petersen  
Mr. and Mrs. John W. Pickering  
Gregory Propp  
Maxine L. Riddle  
Marguerite M. Shepherd (in memory of Mabel Herring)  
Anita R. Showers  
Frank Shumaker  
Dr. and Mrs. Harvey D. Smallwood (in memory of Mabel Herring)  
Joyce T. Snead (in memory of Mabel Herring)  
Audrey E. Snyder  
Karin E. Straley  
David V. Strider, Jr.  
Kristine E. Swanson  
Robert William Tharpe, II  
Lawrence E. and Rebecca N. Thomas  
Marshall and Virginia Thompson  
Peter M. Thompson  
Timothy Weber and Deborah Luzynski-Weber  
Lloyd and Margaret Willis (in honor of Mary Jane King)  
Lloyd and Margaret Willis (in memory of Jean Brundred Murray)  
Charles M. Winkler

Benjamin Sloan and Elizabeth Launer  
Karin Straley  
Glenda N. Thomas  
Ellen Vieth  
Anonymous

### Academic Programs

Bank of America  
Anonymous  
Dominion Resources  
Sarah C. Harris  
Jane Shields Fund in the Charlottesville Area Community Foundation  
Martha Jefferson Hospital  
Martha Jefferson House  
Gerald McManis  
Nelson County Community Fund in the Charlottesville Area Community Foundation  
Henry F. and Zulema L. H. Weinschenk  
William A. Cooke Foundation

**Arts Programming and Endowment**  
Atlantic Organic Sleep Shop  
CenturyLink  
Charlottesville Newsplex  
Dr. Stanley Cook  
Diane Kingsbury  
The Watterson Foundation

### Class of 2012

Karen May-Free  
Mariya Prokhorenko

### Class of 2013

Randolph W. Breeden  
Victoria A. Burnley-Rush  
Nick Campero  
Mary Hannah Dolan  
Sara Elizabeth  
Hana Fisher  
Jeffrey F. and Kimberly T. Goff  
Max W. and Carla N. Jackson  
Stephanie Klee  
Adrienne Masterson and Chelsea Masterson  
Jesse Mlcoch  
Andrew Perry  
Tracy Rejonis  
David Rhodes  
Jonathan B. Rintels, III  
Keith Roach  
Debra L. Rose  
Lamont Sandridge  
Linda McDaniel Shupe  
Sena Woodall

### College Board Award

Vera Cooke-Merritt  
Stephen Davis  
Mary Elizabeth Loose DeViney  
Scott and Debbi Goodman  
Dr. Donna J. Plasket and Dr. David Breneman

### Jeffrey Scott Duwe Memorial Scholarship

Arthur W. and Barbara L. Duwe  
B. Lynn Rogers and Cathy M. Lucas  
Susan A. Mooradian

### Faculty and Staff Development

Anonymous

### In-Kind Gifts

Arboristry Associates, Inc.  
Susan S. Held  
Charlottesville Newsplex  
U.Va. Community Credit Union, Inc.

Wells Fargo

### Juneteenth

Albemarle/Charlottesville NAACP  
Charlottesville Chapter of the Links, Inc.  
City of Charlottesville

### Walter Levering Scholarship

David and Anitra Archer  
George and Marcia Balzereit  
David H. and Nancy K. Bass  
Phil P. and Merrie S. Bender  
Ruth R. Biemer  
Robert and Nancy Bowman  
David and Jean Buckley  
The Burn Family  
Laura E. Carter  
Center for Innovative Technology  
Central Virginia Chapter - Military Officers Association of America  
Peter and Diane Chapin  
Robert J. Clements  
Geoffrey and Elizabeth Cobham  
Howard E. and Roberta J. Cosgrove  
Bruce and Barbara Dearnley  
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Ramsey and Joan Martin  
Raymond and Elizabeth McAfoose  
Lynn G. McDevitt  
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### Scholarships

20th Century Retail Merchants Association of Charlottesville/Albemarle  
Albemarle County Rotary Club Foundation  
Altrusa International, Inc. of Charlottesville  
Arboristry Associates, Inc.  
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Greene County Economic Development Authority  
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Joe and Nancy Preston  
Sam's Club Store #6365  
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United States Department of Agriculture  
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Mary Breiner  
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Central Virginia Chapter of School Nutrition Association  
Chapter AQ, PEO Sisterhood  
Chapter BK, PEO Sisterhood  
Albert and Peggy Colville  
Crofton Hill Scholarship in the Charlottesville Area Community Foundation  
Mr. and Mrs. William C. Dirickson  
Elmo Foundation  
Mary Ann Ferrarese and Arthur D. Hartman (in memory of John F. Kelley)  
Ed Ford Scholarship Fund in the Charlottesville Area Community Foundation  
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Linda G. Hitt  
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William J. Kehoe  
Mary Ellen Kelley (in memory of John F. Kelley and Katherine Kelley)  
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SRC Engineering  
Nancy L. Strassburg  
Trinity Episcopal Church  
Capt. Bruce S. and Pamela J. van der Linde  
van der Linde Ventures  
Janet C. van der Linde  
Justin van der Linde  
Virginia Biomedical Association  
Virginia Foundation for Community College Education  
Watterson Foundation  
John and Marty Whitlow  
Lloyd and Margaret Willis

### Stultz Center for Business and Career Development

Charlottesville Newsplex  
Perry Foundation

### Frances B. Updike Nursing Scholarship

American Legion Auxiliary, District 13  
American Legion Auxiliary, Unit 175  
American Legion Auxiliary, Unit 74  
Ann R. Durand  
Sandra W. Everton  
Shirley A. Smith

*Thank you to all PVCC supporters. Annual Fund 2012 names are current as of December 31, 2012. Other gifts are current as of June 30, 2013. These are gifts and pledge payments. If we have inadvertently omitted or misspelled your name, please contact the PVCC Office of Development at 434.961.5204.*



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### STUDENT ART

**1-5 Butterflies**, Ebony Bibbins, Colored Pencil

The Piedmont Virginia Community College *Annual Report 2012-2013* was published by PVCC's Office of Marketing and Media Relations and the Office of Institutional Advancement and Development. For questions or comments, call 434.961.6574 or

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## PVCC SERVES CHARLOTTESVILLE: ENROLLMENT IN 2012-13

Total number of students enrolled at PVCC	7,876
Number of Charlottesville residents enrolled at PVCC	1,206
Percent of PVCC students who are residents of Charlottesville	15%
Percent of all Charlottesville residents enrolled at PVCC*	2.7%
Number of recent public high school graduates from Charlottesville City enrolled at PVCC in Fall 2012	62
Percent of recent regional public high school graduates from Charlottesville City enrolled at PVCC in Fall 2012**	23%

\*Based on 2013 population estimates from Economic Modeling Specialists, Inc.

\*\*270 recent high school diploma graduates based on data provided by the Virginia Department of Education

	College		Charlottesville	
<b>Total Number</b>	<b>7,876</b>	<b>100%</b>	<b>1,206</b>	<b>100%</b>
Full-Time*	937	12%	120	10%
Part-Time	6,939	88%	1086	90%
New to PVCC	3,055	39%	592	49%
Returning	4,821	61%	697	58%
Male**	3,165	40%	550	46%
Female**	4,711	60%	653	54%
White	5,773	73%	738	61.2%
African-American	1,122	14%	300	24.9%
Other	981	12%	168	13.9%

\*Includes students who took 24 or more hours annually

\*\*Will not add to 100% because of a small portion of students that reported gender as unknown.

### ENROLLMENT TRENDS

City of Charlottesville	2008-09	2009-10	2010-11	2011-12	2012-13
Fall End of Term Credit Headcount	537	519	651	852	926
Recent HS Graduates Enrolling in Fall	46	45	38	49	62
Recent HS Graduates Enrolling in Year	52	52	47	54	74
Annual Dual Enrollment*	71	135	136	147	115

\* Includes CHS, CATEC

#### Dual Enrollment Sites

CHS: 307 enrollments, 112 students, 11 courses

CATEC: 7 enrollments, 3 students, 3 courses

#### Jefferson School City Center

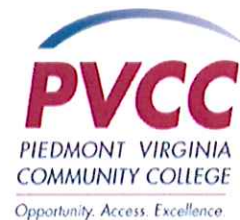
94 enrollments, 72 students, 8 courses

#### Credit Distance Learning Courses

PVCC: 5,629 enrollments, 2,999 students, 103 courses\*

326 students from Charlottesville

\*Includes online and hybrid courses, and dual enrolled students who took distance learning classes



## Workforce Development

### Non-credit Contract Training

BrightStar  
UVA Foundation  
Piedmont Housing Alliance  
City Finance Utility  
UVA Transportation Training Academy  
City of Charlottesville  
Goodwill  
Local Food Hub  
UVA Facilities Management

### Non-credit Open Enrollment

ACAC  
ACAC Physical Therapy  
Albemarle Heating & Air  
Alere Informatics Solutions  
Alloy Workshop: Architecture & Construction, LLC  
Andrew Shurtleff, Photography  
Anytime Fitness  
B & W Auto Body  
Beer Run  
Boys & Girls Club of Charlottesville  
Center for Nonprofit Excellence  
Charlottesville Albemarle Airport  
Charlottesville Albemarle Rescue Squad  
Charlottesville Albemarle Technical Education Center  
Charlottesville Albemarle Visitors' Bureau  
Charlottesville Catholic School  
Charlottesville City Schools  
Charlottesville Economic Development  
Charlottesville Fine Homes and Properties  
Charlottesville Fire Department  
Charlottesville Flight Center  
Charlottesville High School  
Charlottesville Medical Research  
Charlottesville Planning Department  
Charlottesville Radio Group  
Charlottesville Resident Agency, FBI  
Charlottesville Veterinary Hospital  
Children, Youth and Family Services  
City of Charlottesville Engineering  
City of Charlottesville Information Technology  
City of Charlottesville Finance Department  
Comfort Source, LLC  
Community Housing Partners  
Computers4Kids  
Creative Juices Marketing  
Cunningham Photography  
Department of Aging & Rehabilitative Services  
Department of Behavioral Health & Developmental Services  
Department of Health, Office of Drinking Water  
Design Electric  
Downtown Family Health Care  
Dr. Coon, Central Virginia Endodontics  
Draper Aden Associates  
ETM Soccer Academy  
Express Car Wash Company  
First Med  
Flowe Automotive  
Foxfire Construction, Inc.  
Frontline  
Gaston & Wyatt, LLC  
Gilrain & Brooks DDS PC  
Gordon Avenue Library  
Greenbriar Emergency Clinic  
Hantzmon Wiebel  
Hemo Shear  
Hospice of the Piedmont  
Inova Solutions  
Interpretive Simulations  
Investure, LLC  
Jaunt  
Jefferson Area Board for Aging  
Jefferson-Madison Regional Library  
Kluge Children's Rehab Center  
LEAP Residential Energy Efficiency  
Les Fabriques  
Lexis Nexis  
Lighthouse Studios  
Live Arts  
Luna Innovations  
Maxim Healthcare  
McGuffey Art Center  
Michie Hamlett Attorneys at Law  
Monticello Area Community Action Agency  
Music Resource Center  
Natural Beginnings Daycare  
NBC  
Newsplex  
Notus Sports  
Peacock Auto Service  
Pediatric Associates  
Piedmont Council of the Arts  
Piedmont Pediatrics  
Preston Court, Ltd.  
Pye Interiors  
Rhyming Resources  
Sarah Derr Photography  
Schnabel Engineering  
Scientific Software Solutions  
Scriptor Services, LLC  
Senior Center, Inc.  
Service Dogs of Virginia  
The Body Balancing Center  
The Gaines Group, PLC  
The Laurels of Charlottesville  
Tod Cohen Photography  
Updex, LLC  
UVA  
UVA Child Development Center  
UVA Clinical Skills Center  
UVA Community Credit Union  
UVA Darden Business School  
UVA Department of Athletics  
UVA Health System  
UVA Human Resources  
UVA Library  
UVA McCue Center  
UVA Medical Center  
UVA Medical Center, Pain Management Clinic  
UVA Medical School  
UVA Physicians Group  
UVA Research  
UVA School of Nursing  
UVA Speech Communication Disorders Department  
Veterinary Emergency Center  
Virginia Employment Commission  
Virginia High School League  
Virginia National Bank  
Waldorf School  
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