



CITY COUNCIL AGENDA
September 8, 2015

6:00 p.m. – 7:00 p.m.

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

Second Floor Conference Room (Acquisition of easement for Schenk's Branch Sewer Interceptor; CRHA Board appointments; Acquisition of real property on Kenwood Lane for greenbelt trail system)
Council Chambers

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS
ANNOUNCEMENTS
MATTERS BY THE PUBLIC

National Payroll Week (Sept. 7-11, 2015); Voting Equipment (Roseanna Benchoach)

Public comment permitted for the first 12 speakers who sign up before the meeting (limit 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 consent agenda will be considered at the end of the regular agenda.)

- a. Minutes for August 17
- b. APPROPRIATION: Urban and Community Forestry Grant - \$20,000 (2nd of 2 readings)
- c. APPROPRIATION: Safe Routes to School Program Grant for Jackson-Via School - \$249,959 (2nd of 2 readings)
- d. APPROPRIATION: Victim Witness Assistance Program Grant - \$178,551 (2nd of 2 readings)
- e. APPROPRIATION: Adoptions Through Collaborative Partnerships Grant Renewal - \$84,000 (2nd of 2 readings)
- f. APPROPRIATION: Donation to Market Central - \$500 (1st of 1 reading)
- g. APPROPRIATION: Enhanced Police Coverage Donation - \$84,194 (1st of 2 readings)
- h. APPROPRIATION: Fire Programs Aid to Localities - \$137,789 (1st of 2 readings)
- i. APPROPRIATION: Grant for Belmont Historic Survey - \$33,000 (1st of 2 readings)
- j. RESOLUTION: Accept McIntire Road Extended (John W. Warner Parkway) into City Street System (1st of 1 reading)
- k. RESOLUTION: Accept Portion of McIntire Road into City Street System (1st of 1 reading)
- l. RESOLUTION: Approve Grant Application for Meadow Creek Trail Bridge (1st of 1 reading)
- m. RESOLUTION: Application for Revenue Sharing Grant for Sidewalks, ADA Improvements and Bike Lanes (1st of 1 reading)
- n. ORDINANCE: Stormwater Utility Amendments (2nd of 2 readings)
- o. ORDINANCE: Reduce Emmet Street Speed Limit from Arlington Blvd to Hydraulic Road (1st of 2 readings)

2. PUBLIC HEARING

Charlottesville Project Submissions for House Bill 2 (HB2) Transportation Funding

3. RESOLUTION*

Approve Bicycle/Pedestrian Master Plan Update (1st of 1 reading)

4. ORDINANCE*

Transient Lodging (HomeStay) Ordinance Amendments (2nd of 2 readings)

5. REPORT

Charlottesville-Albemarle Technical Education Center (CATEC) Strategic Plan Update

6. REPORT

Piedmont Council of the Arts – Create Charlottesville/Albemarle Cultural Plan

7. REPORT

YMCA Financial Plan Update

8. ORDINANCE*

Amendment to YMCA Ground Lease (1st of 2 readings)

9. REPORT

Quarterly Update from Rivanna Water & Sewer Authority/Rivanna Solid Waste Authority

OTHER BUSINESS
MATTERS BY THE PUBLIC
COUNCIL RESPONSE TO MATTERS BY THE PUBLIC

*ACTION NEEDED

GUIDELINES FOR PUBLIC COMMENT

**We welcome public comment;
it is an important part of our meeting.**

Time is reserved near the beginning and at the end of each regular City Council meeting for Matters by the Public.

Please follow these guidelines for public comment:

- If you are here to speak for a **Public Hearing**, please wait to speak on the matter until the report for that item has been presented and the Public Hearing has been opened.
- Each speaker has **3 minutes** to speak. Please give your name and address before beginning your remarks.
- Please **do not interrupt speakers**, whether or not you agree with them.
- Please **refrain from using obscenities**.
- If you cannot follow these guidelines, you will be escorted from City Council Chambers and not permitted to reenter.

CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.



Agenda Date:	August 17, 2015
Action Required:	Appropriation
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation
Title:	Urban and Community Forestry Grant appropriation - \$20,000

Background: The City of Charlottesville, through the Parks and Recreation Department, has been awarded a \$7,000 grant from Urban and Community Forestry Fund. This grant is administrated through the Virginia Department of Forestry. There is a required local match in the amount of \$13,000, for a total grant award of \$20,000.

Discussion: The grant will assist with undertaking an update to the City Urban Tree Canopy assessment and will with the cost of hiring a firm to analyze satellite imagery to determine the extent of forest canopy and to analyze the data in subsets such as entry corridors, watersheds, neighborhoods, etc. This is an update to the same type of study undertaken in 2009.

Community Engagement: Charlottesville Parks and Recreation provided opportunities for the public to provide input into Urban forest Management Plan developed in 2010, and the Tree Commission supported this grant application.

Alignment with City Council's Vision and Strategic Plan: The project supports City Council's "Green City" vision by providing data to help guide planning and implementation of efforts to preserve and enhance the forested area of the City. It contributes to Goal 2 of the Strategic Plan, to be a safe, equitable, thriving and beautiful community, and objective 2.5, to provide natural and historic resources stewardship.

Budgetary Impact: This has no impact on the General Fund. The funds will be expensed and reimbursed to a Grants Fund. The balance of funding, \$13,000, for the study will be allocated from the Urban Tree Preservation and Planting (P-00428) account.

Recommendation: Staff recommends approval of the appropriation of the grant funds.

Alternatives: If grants funds are not appropriated, the updated urban tree canopy study will have to be funded entirely with local funds.

APPROPRIATION.

Urban and Community Forestry Grant

\$20,000.

WHEREAS, the City of Charlottesville has received \$7,000 from the Virginia Department of Forestry through the Urban Community Forestry Grant in order to perform an urban tree canopy assessment; and

WHEREAS, the City will contribute \$13,000 in funds from the Urban Tree Preservation and Planting fund to supplement the grant;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$7,000 received from the Virginia Department of Forestry is hereby appropriated in the following manner:

Revenue - \$20,000

\$7,000	Fund: 209	IO: 1900254	G/L Code: 430120
\$13,000	Fund: 209	IO: 1900254	G/L Code: 498010

Expenditures - \$20,000

\$20,000	Fund: 209	IO: 1900254	G/L Code: 599999
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Transfer

\$13,000	Fund: 425	WBS: P-00428	G/L Code: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$7,000 from the Virginia Department of Forestry.

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



Agenda Date:	August 17, 2015
Action Required:	Request for Appropriation
Presenter:	Amanda Poncy, Bicycle and Pedestrian Coordinator
Staff Contacts:	Amanda Poncy, Bicycle and Pedestrian Coordinator
Title:	Safe Routes to School Program (S.R.T.S.) Jackson-Via School Grant - \$249,959

Background:

On November 18, 2013, City Council approved a Resolution of Support for a Transportation Alternatives Grant that would provide bicycle and pedestrian improvements along Harris Road and Moore's Creek Trail to support Jackson-Via Elementary Safe Routes to School initiative. Staff submitted a grant application and the City was notified in the fall of 2014 that grant funding (in the amount of \$249,959) was awarded to reconstruct the Harris/Camilla/J.P.A. intersection to better accommodate pedestrians, improve pedestrian crossings on Harris Road and construct an off-road trail along Moore's Creek.

The City of Charlottesville, through Neighborhood Development Services, has received approval for reimbursement up to \$199,967 from the Virginia Department of Transportation for these improvements.

Discussion:

Jackson-Via Elementary has 333 students in grades K-4 and the special education department is home to the city's elementary programs for children with intellectual and developmental disabilities. Approximately 200 students or two-thirds of enrollment live within one mile of school, which is considered to be a walkable distance for elementary school students. However, both Harris Road and 5th Street/Ridge Street serve as a barrier to walking and biking to school. As a result, many students ride the bus the short distance to avoid walking along Harris or 5th Street. A small handful of students do occasionally walk along 5th/Ridge when they miss the bus. Approximately 25-35 students who live in the immediate vicinity of the school regularly walk in informal walking groups or walking school buses. This is only a fraction of the students who could walk when evaluating distance as the only factor.

The Jackson-Via P.T.O. champion gathered feedback from parents that indicate that if changes were made, many if not most of these students would be encouraged to walk to school. Parents are mainly concerned about existing traffic volumes and speeds on Harris Road. Because of gaps in the sidewalk network on the north side of Harris Road, students traveling west along Harris Road must cross unsupervised at intersections west of the school so they can stay on a separated facility for the whole journey home. Students traveling east may cross in front of the school with a crossing guard.

The proposed Transportation Alternatives – Safe Routes to School project seeks to improve the pedestrian experience on Harris Road by redesigning the Harris/Camellia/J.P.A. intersection to better accommodate pedestrians, filling in gaps in the pedestrian and bicycling network with improved crossings and continuous facilities along Harris Road to more safely accommodate these modes of travel, and formalizing an off-street trail network to connect the neighborhoods in the Ridge Street/Belmont neighborhoods to the school.

Community Engagement:

On August 17, 2013, the City began collecting input on bicycle and pedestrian improvements along the J.P.A. Extended/Harris Road corridor. We received feedback about the need for more continuous bike lanes and sidewalks, as well as improved pedestrian crossings along Harris at the Fry's Spring Neighborhood Association's 2nd Annual Bike Walk Play event. The feedback received helped to strengthen relationships with parents of Jackson-Via students and neighborhood representatives who are interested in safer walking/biking routes to school. As a result of these relationships, the City helped the Jackson-Via P.T.O. secure a grant to conduct a walkability audit for the school.

On September 25, 2013, ten participants met at Jackson-Via Elementary School to evaluate the walking and bicycling network around the elementary school and to identify potential improvements that the school could put forth in a Transportation Alternative Program (T.A.P.) grant application. Participants included representation from Jackson-Via Elementary School including the principal, assistant principal, and two parents (who are also active in the neighborhood association). There was also representation from the City with staff from the planning department, engineering department, and parks & recreation. The M.P.O. was also represented.

The P.T.O. discussed this grant opportunity and potential improvements at the November 13 Neighborhood Association Meeting and City Council public hearing was held on Nov. 18, 2013.

Alignment with City Council's Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council's vision for Charlottesville to be America's Healthiest City and a Connected Community. Expected outcomes include increased biking and walking to school, which can also improve overall health and increase performance in school.

Budgetary Impact:

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

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives: If grants funds are not appropriated, the bicycle and pedestrian improvements along the corridor would not be constructed.

Attachments: November 18, 2013 Transportation Alternatives Project Support Resolution

APPROPRIATION.

Safe Routes to School Program (S.R.T.S.) Jackson-Via School Grant

\$249,959

WHEREAS, the Safe Routes to School Program (S.R.T.S.) grant, providing Federal payments for construction of sidewalks and crosswalks has been awarded the City of Charlottesville, on behalf of Jackson-Via School, in the amount of \$199,967;

WHEREAS, the S.R.T.S. program is a 80% reimbursement program requiring the City to meet all federal guidelines to qualify and;

WHEREAS, the grant requires a 20% match of \$49,992 to be provided by transfer from Citywide A.D.A. Sidewalks and Curb Ramps (P-00670);

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

Revenues

\$199,967	Fund: 426	WBS: P-00877	G/L Account: 430120
\$49,992	Fund: 426	WBS: P-00877	G/L Account: 498010

Expenses

\$249,959	Fund: 426	WBS: P-00877	G/L Account: 530550
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Transfer

\$49,992	Fund: 426	WBS: P-00697	G/L Account: 561426
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$199,967 from the Virginia Department of Transportation.

TRANSPORTATION ALTERNATIVES PROJECT ENDORSEMENT RESOLUTION

Whereas, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation to establish a Transportation Alternatives project in the City of Charlottesville.

Now, Therefore, Be It Resolved, that the City of Charlottesville, requests the Commonwealth Transportation Board to establish a project for the improvement of Harris Road and Moore's Creek Trail to support Jackson-Via Elementary Safe Routes to School initiative.

Be It Further Resolved, that the City of Charlottesville hereby agrees to provide a minimum 20 percent matching contribution for this project.

Be It Further Resolved, that the City of Charlottesville hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project.

Be It Further Resolved, that the City of Charlottesville will be responsible for maintenance and operating costs of any facility constructed with Transportation Alternatives Program funds unless other arrangements have been made with the Department.

Be It Further Resolved, that if the City of Charlottesville subsequently elects to cancel this project the City of Charlottesville hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. The City of Charlottesville also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration.

Adopted this 18th day of November, 2013

Charlottesville, Virginia

By: City Council

Attest Gaige Yice, Clerk of Council

Rev. 8/13

TRANSPORTATION ALTERNATIVES PROGRAM

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



Agenda Date:	August 17, 2015
Action Required:	Approval and Appropriation
Presenter:	Maggie Cullinan, Coordinator Victim and Witness Assistance Program
Staff Contacts:	Maggie Cullinan, Coordinator Victim and Witness Assistance Program Leslie Beauregard, Assistant City Manager
Title:	<i>Victim Witness Assistance Program Grant--\$178,551</i>

Background:

The City of Charlottesville, through the Commonwealth's Attorney's Office, has received the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$111,226 in Federal Funds, and \$37,075 in State General Funds. The City provides funding to provide computer support through the Commonwealth Attorney's budget. The Commonwealth Attorney's office will also supply a salary supplement of \$30,250 to support the City's living wage policy. Total appropriation, between the Federal funds and State funds and the City's contribution, equals \$178,551.

Discussion:

The victim's rights movement began in the 1970s as a result of victims being re-victimized by the criminal justice process. Victims had difficulty navigating the complexities of the criminal justice system and no voice or recourse when their cases were continued or pled out without their knowledge or consent. Prosecutors did not have the time or skills to respond to victims who were traumatized, but knew that in order to proceed with their case, many victims would need more services than the prosecutor's office could provide. In response to this need, the federal Victims of Crime Act was passed in 1984 and funds became available through the Virginia Department of Criminal Justice to respond to the needs of victims. The Charlottesville Victim/Witness Assistance Program was established in 1989 and has been meeting the needs of Charlottesville crime victims ever since. The Program is one of more than 60 such programs in the state that provides crisis intervention and advocacy, information and support during and after criminal justice proceedings, access to compensation and restitution, referrals to local community agencies and ensures victims are afforded their rights as outlined in Virginia's Crime Victim and Witness Rights Act. The Program also provides training on victim issues to law enforcement and allied agencies. It regularly serves more than 800 victims and 20 witnesses each year.

Community Engagement:

The Victim Witness Assistance Program is engaged daily with victims of crime who access services through referrals from police, court services, social services and other allied agencies. Program staff contacts crime victims within 48 hours of their reported victimization. Program staff serves on several coordinating councils, such as the Multi-Disciplinary Team on Child Abuse, the Domestic Violence Coordinating Council, the Sexual Assault Response Team, the Monticello Area Domestic Violence Fatality Review Team and the Charlottesville/Albemarle Evidence Based Decision

Making Policy Team. The program regularly provides outreach in the forms of government services day, training and speaking engagements at U.V.A., P.V.C.C. and other allied agencies as requested.

Alignment with City Council’s Vision and Strategic Plan:

Approval of this agenda item aligns directly with Council’s vision for Charlottesville to be America’s Healthiest City, a Community of Mutual Respect and a Smart, Citizen-Focused Government. According to the Bureau of Justice Statistics, the total economic loss to crime victims was \$1.19 billion for violent offenses and \$16.2 billion for property crime in 2008. Statistics vary on the amount of intangible losses victims accumulate, such as the effects of the crime on their sense of security, mental health and relationships. The Charlottesville Victim Witness Assistance Program contributes to the health of the community by connecting crime victims with medical and mental health providers through the Criminal Injury Compensation Fund. The Program helps create a **Community of Mutual Respect** by responding to the needs of crime victims and helps achieve a **Smart, Citizen-Focused Government** by ensuring their rights are recognized throughout the local criminal justice system, including police, prosecution, judges and probation.

Budgetary Impact:

The Victim Witness Assistance Program Grant is renewed annually; the amount of this year’s award, including the supplement, is \$178,551. The salary supplement of \$30,250 was budgeted in the Commonwealth’s Attorney’s budget as part of the F.Y. 2016 Adopted Budget and will be transferred into the grants fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If grant funds are not appropriated, Charlottesville crime victims will have no access to compensation, advocacy or services afforded to them under Virginia’s Crime Victim and Witness Rights Act.

Attachments:

Appropriation Memorandum

APPROPRIATION.

Charlottesville Victim Witness Assistance Program Grant

\$178,551.

WHEREAS, The City of Charlottesville, through the Commonwealth Attorney's Office, has received the Victim Witness Program Grant from the Virginia Department of Criminal Justice Services in the amount of \$148,301; and

WHEREAS, the City is providing a supplement in the amount of \$30,250, the source of which is the Commonwealth Attorney's salary budget (Cost Center: 1401001000; G/L Account: 519999).

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia that the sum of \$178,551 is hereby appropriated in the following manner:

Revenues

\$111,226	Fund: 209	Cost Center: 1414001000	G/L Account: 430110
\$ 37,075	Fund: 209	Cost Center: 1414001000	G/L Account: 430120
\$ 30,250	Fund: 209	Cost Center: 1414001000	G/L Account: 498010

Expenditures

\$114,484	Fund: 209	Cost Center: 1414001000	G/L Account: 510010
\$ 8,756	Fund: 209	Cost Center: 1414001000	G/L Account: 511010
\$ 25,633	Fund: 209	Cost Center: 1414001000	G/L Account: 511020
\$ 878	Fund: 209	Cost Center: 1414001000	G/L Account: 511030
\$ 20,930	Fund: 209	Cost Center: 1414001000	G/L Account: 511040
\$ 4,808	Fund: 209	Cost Center: 1414001000	G/L Account: 520010
\$ 3,062	Fund: 209	Cost Center: 1414001000	G/L Account: 530100

Transfer

\$ 30,250	Fund: 105	Cost Center: 1401001000	G/L Account: 561209
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$148,301 from the Virginia Department of Criminal Justice Services.

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



Agenda Date:	August 17, 2015
Action Required:	Approve appropriation
Presenter:	Diane Kuknyo, Director Charlottesville Department of Social Services
Staff Contacts:	Diane Kuknyo, Director Sue Moffett, Assistant Director Charlottesville Department of Social Services
Title:	Adoptions Through Collaborative Partnerships Grant Renewal - \$84,000

Background:

The Virginia Department of Social Services issued R.F.P. # F.A.M-14-072 titled Adoption Through Collaborative Partnerships on May 8, 2014. Contract awards were made to 12 different collaborative partnerships throughout the Commonwealth, with the goal to achieve timely adoption for a subset of children in Foster Care. The Charlottesville Department of Social Services in collaboration with Albemarle County Department of Social Services, Greene County Department of Social Services and the Community Attention Foster Family program (C.A.F.F.) received an award of \$84,000 with the option for two additional renewals to achieve finalized adoptions for children and youth in foster care within our extended community. The primary outcome of this project is to increase the number of finalized adoptions for children and youth in our region and the secondary outcome is to increase the pool of families in our region that are qualified and trained to adopt eligible youth in foster care. The Charlottesville Department of Social Service is designated as the lead agency for this project.

Discussion:

The Virginia Department of Social Services is exercising its option to renew the contract for an additional 12 months. The period of renewal is July 1, 2015-June 30, 2016. The total dollar amount of the renewal is \$84,000.

Alignment with Council Vision Areas and Strategic Plan:

This project aligns with the Vision 2025 areas **A Connected Community**, and a **Community of Mutual Respect**. It contributes to **Goal 2:** Be a safe, equitable, thriving and beautiful community; and objective 2.4 Ensure families and individuals are safe and stable. It also contributes to **Goal 5:** Foster Strong Connections; and objectives 5.1 Respect and nourish diversity; 5.2 Build Collaborative Partnerships; and 5.3 Promote Community Engagement.

Using innovative practices to improve program outcomes and evaluate cost efficiencies also aligns with Vision 2025 area **Smart, Citizen-focused Government**. It contributes to **Goal 4: Be a well-managed and successful organization**; and objective 4.4 Continue strategic management efforts.

Community Engagement:

This collaborative project is a natural enhancement to the existing partnerships between Charlottesville, Albemarle, and Greene County Departments of Social Services and Community Attention Foster Families. It is the shared mission of these four agencies to assure that suitable families are available in this area for children and youth who require temporary or long-term placement and to enhance efforts aimed at achieving permanency for these children and youth. These agencies have been working together since 2009 to accomplish this mission using a formal Memorandum of Understanding that sets forth protocols to enhance interagency collaboration to recruit, train and approve foster/adoptive/resource/kinship families for the three local departments of social services and to provide ongoing training, oversight and renewal of both pool and kinship foster families.

Budgetary Impact:

Funds will be appropriated into the Social Services Fund.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

This project will not continue if the grant funds are not appropriated.

Attachments:

None

APPROPRIATION.

Adoption Through Collaborative Partnerships Grant Renewal - \$84,000.

WHEREAS, the Charlottesville Department of Social Services has received \$84,000 to support Adoptions Through Collaborative Partnerships from the Virginia Department of Social Services R.F.P.# F.A.M.-14-072;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$84,000 is hereby appropriated in the following manner:

Revenue – \$84,000

Fund: 212 Cost Center: 3343012000 G/L Account: 430110

Expenditures - \$84,000

Fund: 212 Cost Center: 3343012000 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$84,000 from the Virginia Department of Social Services.

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



Agenda Date:	September 8, 2015
Action Required:	Appropriation of Funds
Presenter:	Brian Daly, Director, Parks and Recreation
Staff Contacts:	Brian Daly, Director, Parks & Recreation Leslie Beauregard, Assistant City Manager
Title:	Susanne Palmer Donations for Market Central - \$500

Background:

Susanne Palmer, a supporter of the City Market, passed away in January, 2014. In lieu of flowers, the family requested that donations be made to the City Market. This agenda memo and appropriation provides the authority needed to spend those funds as purposed.

Discussion:

Market Central, a non-profit organization that administers S.N.A.P. benefits at the City Market and Farmers in the Park thought that the donations were intended for their organization instead of the City. They had requested that the Parks & Recreation transfer all of the donations to their organization. Based on our documentation it is clear that the donations were to be made to the City of Charlottesville. However, at this time Parks & Recreation has not identified any particular purpose for those funds within the market. Additionally, staff has spoken with Libby Palmer Mossman (daughter) about this confusion and the family would like to have \$500 of the donations to go to Market Central.

Market Central intends on using these funds to assist with their operations and continue with processing S.N.A.P. benefits at the farmers markets. S.N.A.P. customers are then able to directly purchase fresh, local produce at the City Market or Farmers in the Park.

Alignment with Council Vision Areas and Strategic Plan:

Appropriation of this item aligns with the following objectives in the strategic plan; 2.2 Consider health in all policies and programs and 5.2 Build collaborative partnerships.

Community Engagement:

No community engagement occurred with these donations.

Budgetary Impact:

There is no fiscal impact.

Recommendation:

Staff recommends the appropriation of these funds.

Alternatives:

N/A

Attachments:

N/A

APPROPRIATION.
Susanne Palmer Donations for Market Central
\$500.

WHEREAS, the City of Charlottesville, through the Parks & Recreation Department, has received donations in honor of Susanne Palmer a City Market supporter of which \$500 will go towards Market Central.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville funding is hereby appropriated in the following manner:

Expenditures

\$500 Fund: 105 Cost Center: 180038 G/L Account: 599999

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CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.



Agenda Date:	September 8, 2015
Action Required:	Approve Appropriation
Presenter:	Lieutenant C. S. Sandridge, Police Department
Staff Contacts:	Lieutenant C. S. Sandridge, Police Department
Title:	Greenstone on 5th Corporation Sponsorship Agreement for Enhanced Police Coverage - \$84,194

Background: Greenstone on 5th Corporation would like to enter into a Sponsorship Agreement whereby a donation will be made to the Charlottesville Police Department for \$84,194 to support enhanced police coverage within and adjacent to Greenstone on 5th Apartments. This donation will be received in four equal quarterly installments to be received during F.Y.16. The installments to be received at the beginning of the months: July, October, January, and April.

Discussion: Enhanced coverage involves police officers being assigned to public patrol duties in the sponsored coverage area in addition to those officers who could be assigned within normal budgetary constraints. Acceptance of the donation under this arrangement will not require officers to be pulled away from other areas of coverage within the City. Even in these circumstances the Chief will have full authority to deploy the officers elsewhere to meet operational necessities.

Alignment with Council Vision Areas and Strategic Plan: This agreement supports **Goal 2** of the Strategic Plan: **Be a safe, equitable, thriving and beautiful community**. It provides for extra Police presence in the agreed upon area, increasing visibility and response times. It also supports **Goal 5: Foster Strong Connections**, by allowing additional time in this neighborhood for Officers and the Community to interact.

Community Engagement: N/A

Budgetary Impact: This Sponsorship agreement is a donation that will cover all costs associated with the added security, with no cost to the City.

Recommendation: Staff recommends approval and appropriation funds.

Alternatives: The alternative is not to approve this appropriation, which would result in the inability to provide enhanced coverage to the sponsored coverage area.

Attachments: None

APPROPRIATION.
Greenstone on 5th Sponsorship Agreement for Enhanced Police Coverage
\$84,194.

WHEREAS, the City of Charlottesville has entered into an agreement with Greenstone on 5th Corporation to fund enhanced police coverage for the area of Greenstone on 5th Apartments, including salary, equipment, technology and related administrative expenses associated with provisions of such enhanced coverage.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$84,194, to be received as a donation from Greenstone on 5th Corporation.

Revenues

\$84,194	Fund: 105	Internal Order: 2000113	G/L Account: 451999
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Expenditures - \$84,194

\$75,775	Fund: 105	Internal Order: 2000113	G/L Account: 510060
\$8,419	Fund: 105	Internal Order: 2000113	G/L Account: 599999

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



Agenda Date:	September 8, 2015
Action Required:	Appropriation
Presenter:	Mike Rogers, Battalion Chief – Training/Special Operations, Charlottesville Fire Department
Staff Contacts:	Mike Rogers, Battalion Chief – Training/Special Operations, Charlottesville Fire Department
Title:	Fiscal Year 2016 Fire Programs Aid to Locality Funding (Firefund) Appropriation - \$137,789

Background: The Code of Virginia provides for the collection of an annual levy each fiscal period from the insurance industry. Such levy is collected by the State Corporation Commission, and the amounts collected are then transferred into the Fire Program Fund (Firefund). These aid to locality monies are then distributed to the jurisdictions to supplement the localities funding for fire service based training, training supplies, training equipment, prevention activities, and some response equipment. This is an annual allotment of funding. All usage and any carryovers are reported out to the Department of Fire Programs at the end of the fiscal period before the next fiscal period monies are granted. The City of Charlottesville has been awarded \$137,789 in these funds for F.Y. 2016.

Discussion: The Aid to Locality monies are distributed annually to aid departments in their training, prevention, and equipment efforts. While the monies cannot be used to directly/indirectly supplant or replace other locality funds, they help us to provide for additional firefighting training resources, logistics, courses, and equipment as outlined in the Aid to Locality allowable uses chart.

Alignment with Council Vision Areas and Strategic Plan: The Aid to Locality/Firefund allocation supports the City’s mission “To provide services and facilities that promote an excellent quality of life for everyone in the community” by providing supplemental funding for firefighting, hazardous materials, and technical rescue training and equipment. With the additional funding being put towards these purposes we are better able to prepare our responders to deliver these various emergency services to the citizens, students, business community members, and guests of the City.

The annual funding allotment also aligns with Goal 1 of the Strategic Goals and Objectives – 1.1 Promote Education and Training, as well as 2.1 Provide an effective and equitable public safety system.

Community Engagement: N/A

Budgetary Impact: The Aid to Locality/Firefund money is provided to supplement the budgeted fire service based training, prevention, and equipment allowances for the locality. The funds are electronically transferred at given intervals based upon annual report submission deadlines. The initial F.Y. 2016 disbursement at 90% was slated to transfer no later than September 25, 2015, with the remaining 10% transferred later in the given fiscal year. This should have no impact on the General Fund.

Recommendation: Staff recommends approval and appropriation of grant funds.

Alternatives: If Aid to Locality funding is not appropriated, the Fire Department will not be able to utilize this supplemental funding to help support its training, prevention, and equipment efforts.

Attachments: N/A

APPROPRIATION.

**Fiscal Year 2016 Fire Programs Aid to Locality Funding (Firefund) Appropriation
\$137,789.**

WHEREAS, the Virginia Department of Fire Programs has awarded a grant to the Fire Department, through the City of Charlottesville, specifically for fire service applications.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that a total of \$137,789.00 be appropriated in the following manner:

Revenues - \$137,789

\$137,789.00 Fund: 209 I/O: 1900010 G/L Account: 430110

Expenditures - \$137,789

\$137,789 Fund: 209 I/O: 1900010 G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$137,789 from the Virginia Department of Fire Programs.

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CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.



Agenda Date:	September 8, 2015
Action Required:	Appropriation of Funds
Presenter:	Mary Joy Scala, Preservation & Design Planner, Neighborhood Development Services
Staff Contacts:	Mary Joy Scala, Preservation & Design Planner, Neighborhood Development Services Missy Creasy, Planning Manager, Neighborhood Development Services
Title:	Virginia Department of Historic Resources (D.H.R.) 2015-2016 Certified Local Government (C.L.G.) grant funding for Belmont historic survey - \$33,000

Background:

The City of Charlottesville through the Department of Neighborhood Development Services has been awarded \$33,000 from the Virginia Department of Historic Resources' 2015-2016 Certified Local Government Subgrant program to have a historic survey completed of approximately 250 buildings in Belmont Neighborhood. There needs to be a local match requirement, which will be \$16,500 in addition to the grant of \$16,500 from D.H.R.

Discussion:

This funding will provide a comprehensive, reconnaissance-level survey of approximately 250 buildings, most of which have never been surveyed; and it will provide an updated Preliminary Information Form (P.I.F.) based on the survey results, to determine the most appropriate area of the neighborhood for a potential National Register district.

Alignment with Council Vision Areas and Strategic Plan:

Appropriation of this item aligns with Council's Vision 2025 by supporting Charlottesville Arts and Culture: **Charlottesville cherishes and builds programming around the evolving research and interpretation of our historic heritage and resources.**

This appropriation also supports **Goal 2** of the Strategic Plan: **Be a safe, equitable, thriving and beautiful community**, including: **2.5. Provide natural and historic resources stewardship**, **2.6. Engage in robust and context sensitive urban planning**, and **Goal 3: Have a strong diversified economy**, including: **3.4. Promote diverse cultural tourism.**

Community Engagement:

A letter of support from the Belmont Carlton Neighborhood Association is attached.

Budgetary Impact:

This grant was approved with a 50/50 match, which is currently available in Neighborhood Development Services project for New Historic Surveys P-00484, in the amount of \$16,500.

Recommendation:

Staff recommends approval and appropriation of funds.

Alternatives:

The alternative is to not approve this project, which would be contrary to Comprehensive Plan Historic Preservation Goal 4 Resource Inventory, 4.1 *Work with the following neighborhoods to develop interest and participation in documentation of neighborhood buildings and history through architectural and historic surveys: 10th & Page, Starr Hill, and North Belmont.*

Attachments:

April 20, 2015 letter of support from Belmont-Carlton Neighborhood Association

June 29, 2015 letter of agreement from Virginia Department of Historic Resources (D.H.R.)

APPROPRIATION.

**Virginia Department of Historic Resources (D.H.R.)
2015-2016 Certified Local Government (C.L.G.) grant funding
for Belmont historic survey
\$33,000.**

WHEREAS, the City of Charlottesville, through the Department of Neighborhood Development Services, has received from the Virginia Department of Historic Resources (D.H.R.), funding to support a historic survey of Belmont neighborhood,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$33,000 for the fiscal year 2015-2016 received from the Virginia Department of Historic Resources (D.H.R.) is hereby appropriated in the following manner:

Revenue

\$ 16,500	Fund: 209	IO: 1900253	G/L: 430120 (State/Fed Pass Thru)
\$ 16,500	Fund: 209	IO: 1900253	G/L: 498010 (Transfer from C.I.P.)

Expenditure

\$ 33,000	Fund: 209	IO: 1900253	G/L: 530670 (Other contractual services)
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Transfer

\$ 16,500	Fund: 426	WBS: P-00484	G/L: 461209 (Transfer to grants)
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$16,500 for the fiscal year 2015-2016 from the Virginia Department of Historic Resources (D.H.R.).

**ATTACHMENT 1
PROJECT DESCRIPTION**

**Letter from Belmont-Carlton
Neighborhood Association**



April 20, 2015

Mary Joy Scala, AICP
Preservation and Design Planner
City of Charlottesville
Department of Neighborhood Development Services

Dear Mary Joy,

We are writing to state our support of an historical survey of the Belmont area in the city of Charlottesville.

At a previous meeting, on August 12, 2013, members of the previous board and attendees (20) voted unanimously to have the survey conducted.

We, the current Executive Board of the Belmont-Carlton Neighborhood Association, also confirm our support of this survey. As we understand from previous correspondence, the boundaries of the survey will include most of the north Belmont area, including some blocks west of Avon Street.

Please do not hesitate to contact us if you need anything else.

Thank you,

Members of the Executive Board, Belmont Neighborhood Association
Lena Seville, President
Eugenio Schettini, Vice President
John Miller, Treasurer
Christine Palazzolo, Secretary
Erin Hannegan, Communications Officer
Will Van der Linde, Member at Large
Deb Jackson, Member at Large



COMMONWEALTH of VIRGINIA

Department of Historic Resources

2801 Kensington Avenue, Richmond, Virginia 23221

Molly Joseph Ward
Secretary of Natural Resources

Julie V. Langan
Director

Tel: (804) 367-2323
Fax: (804) 367-2391
www.dhr.virginia.gov

June 29, 2015

Mary Joy Scala
Preservation & Design Planner
P.O. Box 911
Charlottesville, Virginia 22902

RE: 2015-16 CLG Grant Agreement

Dear Ms. Scala:

I am pleased to enclose an agreement for your 2015-16 CLG Grant for \$16,500 for the Belmont Neighborhood Survey. Congratulations and we look forward to working with you on this project.

Please sign this agreement and return it to **Aubrey Von Lindern, Northern Regional Preservation Office, Department of Historic Resources, P.O. Box 519** in the next ten days. If you have any questions, you are welcome to contact Aubrey at (540) 868-7029.

Sincerely,

A handwritten signature in cursive script that reads "Julie V. Langan".

Julie V. Langan
Director
Virginia Department of Historic Resources

Administrative Services
10 Courthouse Ave.
Petersburg, VA 23803
Tel: (804) 862-6408
Fax: (804) 862-6196

Eastern Region Office
2801 Kensington Avenue
Richmond, VA 23221
Tel: (804) 367-2323
Fax: (804) 367-2391

Western Region Office
962 Kime Lane
Salem, VA 24153
Tel: (540) 387-5443
Fax: (540) 387-5446

Northern Region Office
5357 Main Street
PO Box 519
Stephens City, VA 22655
Tel: (540) 868-7029
Fax: (540) 868-7033

**Certified Local Government Grant Agreement
2015-2016**

This agreement entered into this 29th day of June, 2015, by the Commonwealth of Virginia, Department of Historic Resources (DHR), and the City of Charlottesville, the Certified Local Government (CLG), WITNESS that DHR and the CLG, in consideration of the mutual covenants, promises, and agreements herein contained, agree that the grant awarded by DHR to the CLG shall be described below:

Project Title: Belmont Neighborhood Survey

**Grant Amount: \$16,500 Matching Share: \$16,500 Total Project Costs: \$33,000
Grant Period: June 15, 2015,* through June 15, 2016.**

*Actual start date is the date of full execution of agreement.

This grant agreement incorporates the following documents:

- (1) **This signed form;**
- (2) **DHR Request for Applications – 2015-2016 CLG Subgrant Program, dated March 20, 2015;**
- (3) **Grant Application from the City of Charlottesville, dated May 15, 2015;**
- (4) **Any negotiated modifications thereto, all of which are referenced below:**
 - a. Any publications produced with grant funds must include the language concerning NPS financial assistance and nondiscrimination as shown below:

This publication has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the view or policies of the U.S. Department of the Interior. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, D.C. 20240.

Administrative Services
10 Courthouse Ave.
Petersburg, VA 23803
Tel: (804) 862-6408
Fax: (804) 862-6196

Eastern Region Office
2801 Kensington Avenue
Richmond, VA 23221
Tel: (804) 367-2323
Fax: (804) 367-2391

Western Region Office
962 Kime Lane
Salem, VA 24153
Tel: (540) 387-5443
Fax: (540) 387-3446

Northern Region Office
5357 Main Street
PO Box 519
Stephens City, VA 22655
Tel: (540) 868-7029
Fax: (540) 868-7033

Page 2, Charlottesville
June 29, 2015

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed, intending to be bound thereby.

CERTIFIED LOCAL GOVERNMENT

Signature: Maria Joy Scala
Name: ~~Mary Joy Scala~~ Maria Joy Scala
Title: ~~Preservation & Design Planner~~ City manager
Date: 7-08-15

**COMMONWEALTH OF VIRGINIA
DEPT. OF HISTORIC RESOURCES**

Signature: Julie V. Langan
Name: Julie V. Langan
Title: Director
Date: 6/29/15

Administrative Services
10 Courthouse Ave.
Petersburg, VA 23803
Tel: (804) 862-6408
Fax: (804) 862-6196

Eastern Region Office
2801 Kensington Avenue
Richmond, VA 23221
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Fax: (804) 367-2391

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962 Kime Lane
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CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA

Agenda Date:	September 8, 2015
Action Required:	Resolution
Staff Contacts:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Presenter:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Title:	Acceptance of McIntire Road Extended/John W. Warner Parkway

Background: The Virginia Department of Transportation (VDOT) administered construction of the McIntire Road Extended project which created an addition to the City's roadway network. At the completion of a construction project, any changes to the roadway length and/or location must be documented and reported and receive appropriate governing body action. Such actions adjust the mileage of the City's highway inventory and impact the maintenance payment received from the State.

Discussion: For Urban System Projects, the locality will prepare a U-1 form showing the changes in the system. The City is also asked to pass a resolution concurring with all changes in the system. The VDOT's Residency Administrator reviews the information for accuracy, inspects proposed street(s) and approves Form U-1. On an annual basis, all roadway additions/adjustments are added into the state's overall transportation network and maintenance payments are calculated for each locality.

The John W. Warner Parkway (formerly McIntire Road Extended) would add 1.02 lane miles of a two lane roadway from Melbourne Road to the Route 250 Bypass to the City's transportation network. Maintenance responsibilities would pass to the City as well as an increased maintenance payment from the State.

Community Engagement: Though no community engagement has been held specific to the road acceptance, there has been significant engagement throughout project planning.

Alignment with City Council's Vision and Priority Areas: Approval of this agenda item upholds the City's commitment to create "a connected community" by improving and adding upon our existing transportation infrastructure.

Budgetary Impact: Maintenance responsibilities will increase and will be mitigated by increase in maintenance payment received from the State.

Recommendation: Staff recommends approval of resolution.

Alternatives: N/A

Attachment: Resolution, Form U-1, Map

RESOLUTION

MAINTENANCE PAYMENTS FOR JOHN W. WARNER PARKWAY

WHEREAS, it is necessary that a resolution be adopted by the City of Charlottesville Council requesting the Virginia Department of Transportation to accept a street addition in the City of Charlottesville for maintenance payments for John W. Warner Parkway, formerly known as McIntire Road Extended, from the Intersection of Melbourne Road & John W. Warner Parkway the City Limits with Albemarle County for a centerline distance of 0.07 mile and the portion of John W. Warner Parkway from the City Limits to Route 250 Bypass for a centerline distance of 0.481 mile. The total addition of John W. Warner Parkway is 0.551 centerline mile.

WHEREAS, the Virginia Department of Transportation has accepted this street addition into the State system or roadways, and

WHEREAS, said street has a total centerline length of 1.102 miles, and

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Charlottesville, Virginia, this ___ day of _____, that the Virginia Department of Transportation be, and hereby is, requested to accept this street into the City's transportation network and authorize maintenance payments on a lane mile basis to the City.

ADOPTED this ___ day of _____ 2015.

BY ORDER OF THE COUNCIL OF THE
CITY OF CHARLOTTESVILLE, VIRGINIA

Attest:

LOCAL ASSISTANCE DIVISION
VDOT
REQUEST FOR STREET ADDITIONS AND DELETIONS
FOR STREET PAYMENTS
SECTION 33.2-319
CODE OF VIRGINIA

MUNICIPALITY: City of Charlottesville

STREET NAME ROUTE NUMBER *	TERMINI		R/W WIDTH (FEET)	PAVEMENT WIDTH (FEET)	CENTER- LANE MILES	NUMBER OF LANES	LANE MILES	FUNC. CLASS. (T&MPD USE ONLY)
	FROM	TO						
John W. Warner Parkway (McIntire Road Extended)	Melbourne Rd.	City Limits	52 [#]	22	0.07	2	0.14	Urban Minor Arterial
John W. Warner Parkway (McIntire Road Extended)	City Limits	U.S. Route 250	52 [#]	22	0.481	2	0.962	Urban Minor Arterial
Total Added by this action:						0.551	1.02	



*Council Resolution and Map Attached
#Permanent Easement

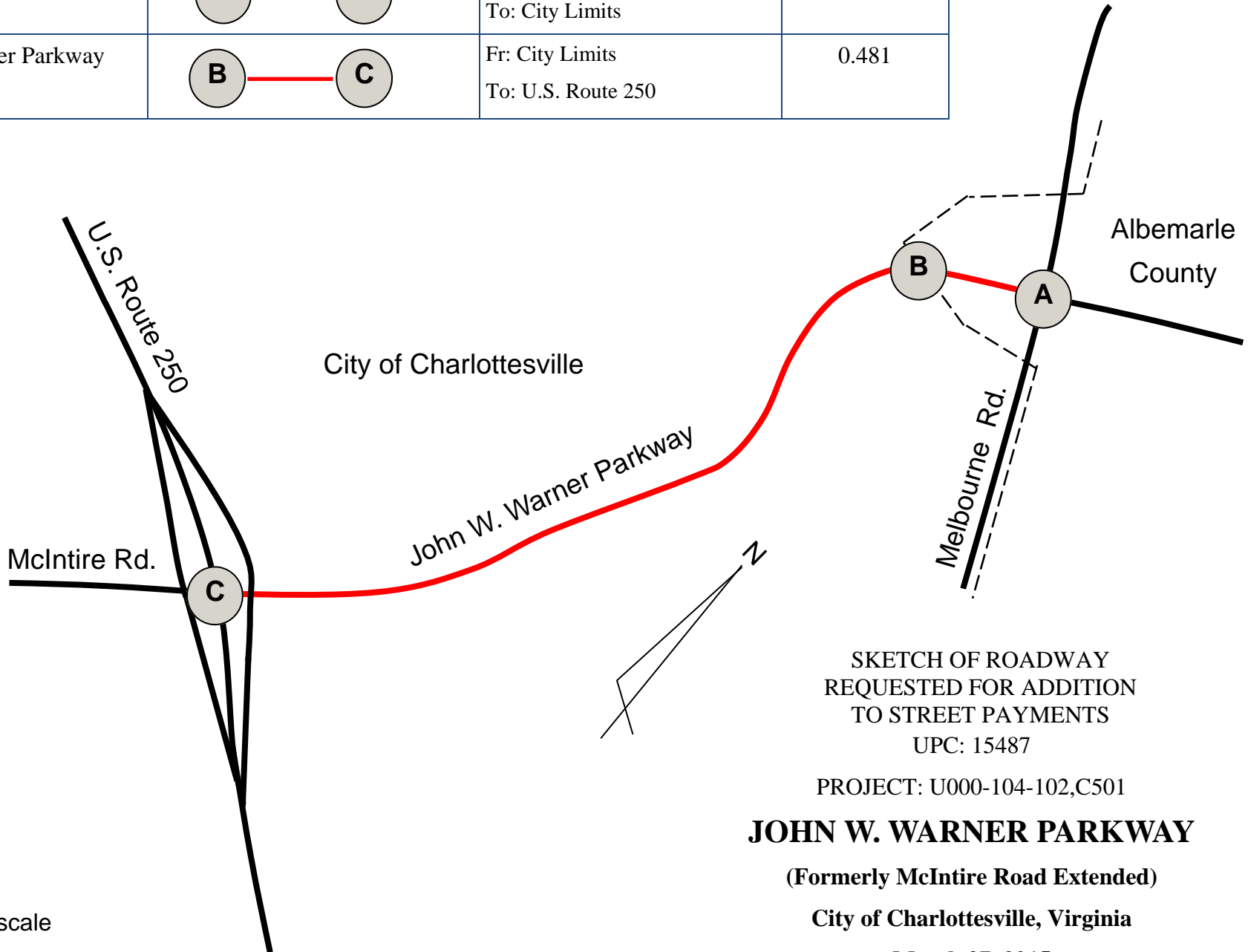
SIGNED _____
AUTHORIZED VDOT OFFICIAL DATE

SIGNED _____
MUNICIPAL OFFICIAL DATE

CLASSIFIED BY _____
T&MPD ENGINEER DATE

Submit to: District Point of Contact in triplicate

Street	Segment	Termini	Length
John W. Warner Parkway		Fr: Melbourne Road To: City Limits	0.07 Mi.
John W. Warner Parkway		Fr: City Limits To: U.S. Route 250	0.481



Sketch not to scale

Approximate location shown for reference purposes only

March 27, 2015

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CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA

Agenda Date:	September 8, 2015
Action Required:	Resolution
Staff Contacts:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Presenter:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Title:	Acceptance of Route 250 Bypass Interchange at McIntire Road project

Background: The City administered construction of the Route 250 Bypass Interchange at McIntire Road project which created an addition to the City's roadway network. At the completion of a construction project, any changes to the roadway length and/or location must be documented and reported and receive appropriate governing body action. Such actions adjust the mileage of the City's highway inventory and impact the maintenance payment received from the State.

Discussion: For Urban System Projects, the locality will prepare a U-1 form showing the changes in the system. The City is also asked to pass a resolution concurring with all changes in the system. The VDOT's Residency Administrator reviews the information for accuracy, inspects proposed street(s) and approves Form U-1. On an annual basis, all roadway additions/adjustments are added into the state's overall transportation network and maintenance payments are calculated for each locality.

The Route 250 Bypass Interchange at McIntire Road project would add 0.15 lane miles of McIntire Road from Route 250 Bypass to just south of Harris Street to the City's transportation network. McIntire Road was widened in this area to three through lanes. Per VDOT, turning lanes and ramps will not be considered for street payments. This includes center turn lanes unless they also serve as moving through lanes during peak hours. All other roadway segments remained the same length. Maintenance responsibilities would pass to the City as well as an increased maintenance payment from the State.

Community Engagement: Though no community engagement has been held specific to the road acceptance, there has been significant engagement throughout project planning and construction.

Alignment with City Council's Vision and Priority Areas: Approval of this agenda item upholds the City's commitment to create "a connected community" by improving and adding upon our existing transportation infrastructure.

Budgetary Impact: Maintenance responsibilities will increase and will be mitigated by increase in maintenance payment received from the State.

Recommendation: Staff recommends approval of resolution.

Alternatives: N/A

Attachment: Resolution, Form U-1, Map

RESOLUTION

MAINTENANCE PAYMENTS FOR MCINTIRE ROAD

WHEREAS, it is necessary that a resolution be adopted by the City of Charlottesville Council requesting the Virginia Department of Transportation to accept a street addition in the City of Charlottesville for maintenance payments for McIntire Road, from the Intersection of McIntire Road & Route 250 Bypass to 0.15 miles south of the Route 250 Bypass for a centerline distance of 0.15 mile. The total addition for the Route 250 Interchange project at McIntire Road is 0.15 centerline mile.

WHEREAS, the Virginia Department of Transportation has accepted this street addition into the State system or roadways, and

WHEREAS, said street has a total centerline length of .45 miles, and

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Charlottesville, Virginia, this ___ day of _____, that the Virginia Department of Transportation be, and hereby is, requested to accept this street into the City's transportation network and authorize maintenance payments on a lane mile basis to the City.

ADOPTED this ___ day of _____ 2015.

BY ORDER OF THE COUNCIL OF THE
CITY OF CHARLOTTESVILLE, VIRGINIA

Attest:

LOCAL ASSISTANCE DIVISION
VDOT
REQUEST FOR STREET ADDITIONS AND DELETIONS
FOR STREET PAYMENTS
SECTION 33.2-319
CODE OF VIRGINIA

MUNICIPALITY City of Charlottesville

STREET NAME ROUTE NUMBER *	TERMINI		R/W WIDTH (FEET)	PAVEMENT WIDTH (FEET)	CENTER- LANE MILES	NUMBER OF LANES	LANE MILES	FUNC. CLASS. (T&MPD USE ONLY)
	FROM	TO						
McIntire Road	Route 250 Bypass	0.07 S Route 250 Bypass	130	58	.07	3	.21	
McIntire Road	.07 S Route 250 Bypass	0.15 S Route 250 Bypass	110	44	.08	3	.24	

*Council Resolution and Map Attached

SIGNED _____
AUTHORIZED VDOT OFFICIAL DATE

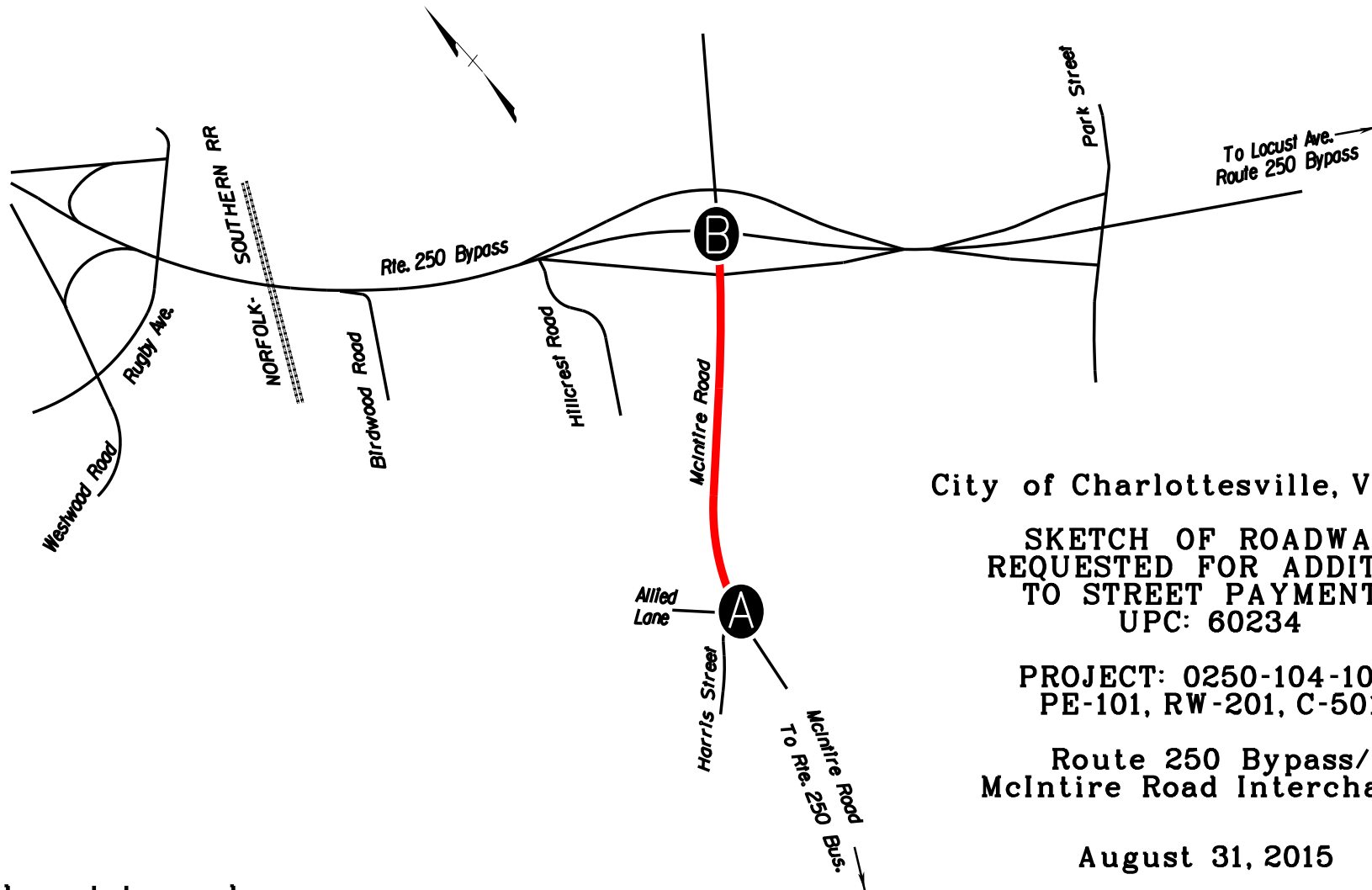
SIGNED _____
MUNICIPAL OFFICIAL DATE

CLASSIFIED BY _____
T&MPD ENGINEER DATE

Submit to: District Point of Contact in triplicate

Street	Segment	Termini	Length
McIntire Road	A — B	Fr: Just south of Harris St. and McIntire Intersection To: Route 250 Intersection with McIntire	0.15 mi

SHEET 1 OF 1



City of Charlottesville, Virginia

SKETCH OF ROADWAY
REQUESTED FOR ADDITION
TO STREET PAYMENTS
UPC: 60234

PROJECT: 0250-104-103,
PE-101, RW-201, C-501

Route 250 Bypass/
McIntire Road Interchange

August 31, 2015

Sketch not to scale

Approximate location shown for reference purposes

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CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA.



Agenda Date:	September 8, 2015
Action Required:	Approve Resolution
Presenter:	Chris Gensic, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Recreation
Title:	Recreational Trails Fund Application Resolution for Meadow Creek Bridge for Trail System

Background: The City of Charlottesville, via the Parks and Recreation Department, is applying for assistance through the Recreational Trails Grant fund to supplement local funding for construction of one of the bridges over Meadow Creek. This grant is administrated through the Virginia Department of Conservation and Recreation. The grant funding being sought is in the amount of \$175,000, of which \$35,000 is the required local match.

Discussion: The Meadow Creek Valley master plan adopted by Council in 2013 includes the need for two bicycle and pedestrian bridges over Meadow Creek. One of those bridges is already designed and moving toward construction. This grant application would help to cover the cost to design the build the second bridge, which is longer and will cost more to construct than the first bridge. The trails serving the area will be surfaced in compacted stone dust and be both bicycle and A.D.A. accessible. The existing Rivanna Trails foundation footpath will also be served by this bridge, which will provide a connection to the Senior Center and Greenbrier Drive.

Alignment with City Council's Vision and Strategic Plan: The project supports both City Council's "Green City" and "Healthy City" visions by creating an outstanding recreational amenity for many users while preserving and enhancing a natural and forested area of the City. It contributes to Goal 2 of the Strategic Plan, to be a safe, equitable, thriving and beautiful community, and objective 2.5, to provide natural and historic resources stewardship, 2.6, engage in robust and context sensitive urban design, as well as objective 5.3 supporting community engagement.

Community Engagement: Charlottesville Parks and Recreation has provided multiple opportunities for the public to provide input into the planning process. The Meadow Creek Valley plan was vetted through a year-long public planning effort. Four separate public meetings were held during the park planning process, beginning in September of 2012. These meetings included a design charrette and a number of follow-up review sessions. The park plan has been approved by the Parks and Recreation Advisory Board, and City Council.

Budgetary Impact: This has no impact on the General Fund. \$35,000 is the required local match and will be allocated from the Trails account, PR-001. The funds will be expensed and reimbursed to a Grants Fund. The match requirement will come from already appropriated funds

in the capital budget.

Recommendation: Staff recommends approval of the resolution to apply for grant funds.

Alternatives: If grants funds are not pursued, construction of the bridge and trails will have to be funded entirely with local funds.

**Recreational Trails Program
Authorizing Resolution**

A resolution authorizing application(s) for federal funding assistance from the Recreational Trails Program (R.T.P.) to the Virginia Department of Conservation & Recreation (D.C.R.).

WHEREAS, under the provisions of R.T.P.F., federal funding assistance is requested to aid in financing the cost of bridge construction within the Meadow Creek Valley, and

WHEREAS, The City of Charlottesville considers it in the best public interest to complete the project described in the R.T.P. application;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Manager be authorized to make formal application to D.C.R. for funding assistance;
2. Any fund assistance received be used for implementation and completion of construction of the trail bridge over Meadow creek within the specified time frame;
3. The City Manager hereby certifies that project funding is currently available and is committed for the completion of this project while seeking periodic reimbursement through the Recreational Trails Program.
4. We are aware that the R.T.P. funding, if approved, will be paid on a reimbursement basis. This means we may only request payment after eligible and allowable costs have already been paid to our vendors and evidence of such has been provided to D.C.R.
5. We acknowledge that the assisted trail project will have an assigned life expectancy assigned to it and that the facility must be maintained to standards suitable for public use.
6. We acknowledge that we are responsible for compliance with the National Environmental Policy Act, Endangered Species Act, Historic Preservation Act, Executive Orders 11988 and 11990 (Floodplain Management and Wetlands Protection) and all other applicable state and federal laws;
7. We acknowledge that appropriate opportunity for public comment has been provided on this application and evidence of such is a required component for approval.
8. This resolution becomes part of a formal application to the Virginia Department of Conservation & Recreation.

This resolution was adopted by Charlottesville City Council during the meeting held:

Location: Charlottesville City Hall Council Chambers

Date: _____

Signed and approved by the following authorized representative:

Signed: _____ Title _____

Date: _____

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



Agenda Date:	September 8, 2015
Action Required:	Approve Resolution
Staff Contacts:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Presenter:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Title:	Revenue Sharing Program Application for \$100,000 New Sidewalk, \$95,000 ADA Improvements, & \$100,000 Bicycle Improvements

Background: The Virginia Department of Transportation (VDOT) administers the Revenue Sharing Program to provide additional funding for localities to improve their transportation network. With the realization that transportation needs are outpacing the state's budget, this program encourages local investment in the transportation network. Under the current law/regulations, for each local dollar that the City commits to an eligible project, the state is offering to match it 1:1 – up to \$10 million dollars per locality, with an estimated \$150 million available statewide for FY2017.

Discussion: In recognition of the challenging economic climate, staff is not requesting an additional appropriation or budget request, but has identified existing funding in the future year CIP budget. This funding has been provided consistently at a set rate over numerous budget cycles. If a category was not funded, then the application would be formally rescinded.

These applications would qualify under Priority 2 – Construction Projects that meet a transportation need identified in the Statewide Transportation Plan or projects that will be accelerated in a locality's capital plan. Locality requests up to a total of \$1 million will be evaluated first and funded first.

New sidewalk projects are currently being identified and prioritized by the City's Planning Commission. Possible new segments include:

- 1) Elliott Avenue
- 2) Preston Avenue (Rugby Road to 14th Street)
- 3) Rugby Ave/Rose Hill Drive

New ADA improvements will be planned to ensure a corridor will be fully upgraded and accessible. Possible corridors include:

- 1) Avon Street intersections (Monticello Avenue to Levy Avenue)
- 2) Jefferson Park Avenue Pedestrian Crossings (Stribling Avenue to Cleveland Avenue)
- 3) Market Street

- 4) Harris Street
- 5) Preston Avenue/Harris Road

New bicycle facilities have been identified in the Bike Walk Charlottesville – Bicycle and Pedestrian Master Plan Update currently under review. Possible improvements include:

- 1) Rugby Ave Trail Connection
- 2) Monticello Ave
- 3) 5th Street

Community Engagement: Public participation occurred during the CIP process, sidewalk prioritization process and Bicycle and Pedestrian Master Plan Update to help identify future projects and needs of the community.

Alignment with City Council’s Vision and Priority Areas: Approval of this agenda item will improve the City’s commitment to create “a connected community” by improving and adding upon our existing transportation infrastructure.

Budgetary Impact: Funds approved during the CIP process may double amount if grant applications are successful.

Recommendation: Staff recommends approval of resolution.

Alternatives: City Council can recommend a different amount/source of funding or identify alternative construction project(s).

Attachment: Resolution

RESOLUTION

Revenue Sharing Program - \$295,000

At a regularly scheduled meeting of the Charlottesville City Council held on September 8, 2015, on a motion by _____, seconded by _____, the following resolution was adopted by a vote of ___ to ___:

WHEREAS, the Charlottesville City Council desires to submit an application for an allocation of funds of up to \$295,000 through the Virginia Department of Transportation Fiscal Year 2017, Revenue Sharing Program; and,

WHEREAS, \$295,000 of these funds are requested to fund New Sidewalk, ADA Improvements and & Bicycle Improvements; and,

NOW, THEREFORE, BE IT RESOLVED THAT the Charlottesville City Council hereby supports these applications for an allocation of \$295,000 through the Virginia Department of Transportation Revenue Sharing Program.

BE IT FURTHER RESOLVED THAT the Charlottesville City Council hereby grants authority for the City Manager to execute project administration agreements for any approved revenue sharing projects.

ADOPTED this _____ day of _____, 2015.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	August 17 th , 2015
Action Required:	Approval of Ordinance (First Reading)
Presenter:	Lisa Robertson, Chief Deputy City Attorney
Staff Contacts:	Lisa Robertson, Chief Deputy City Attorney Dan Sweet, Stormwater Utility Administrator Lauren Hildebrand, Director of Utilities
Title:	Amendment of City Code Section 10-103 – Stormwater Utility Fee

Background:

Code Section 10-103 section (d) defines the conditions in which the City shall waive the stormwater utility fee in its entirety. A change in Virginia Code § 15.2-2114 effective July 1, 2015 adds an additional condition in which the stormwater utility fee must be waived. The proposed ordinance incorporates this change into City code.

Discussion:

The Albemarle County School Board owns two properties within the City of Charlottesville that were not eligible for waivers of the Stormwater Utility Fee in its entirety under the prior statutory exemption. The County of Albemarle obtained corrective legislation effective July 1, 2015 which requires the City to modify Code Section 10-103 to reflect the corrective legislation. Upon adoption of the proposed code amendment, the City will provide a waiver of the stormwater utility fee in its entirety for the two school board properties. The corrective legislation is not anticipated to result in fee waivers for any additional properties beyond the two school board properties at this time.

The fee waiver will be effective starting July 1, 2015. The Albemarle County School Board will still be responsible for payment of the unpaid fees and penalties (\$12,489.16) which have accrued since the inception of the Stormwater Utility on January 1, 2014, and which remain unpaid.

Alignment with Council Vision Areas and Strategic Plan:

The Stormwater Utility contributes to Goal 2 of the Strategic Plan, “Be a safe, equitable, thriving, and beautiful community”, and objective 2.5, “to provide natural and historic resources stewardship”.

Community Engagement:

Not Applicable

Budgetary Impact:

This has no impact on the General Fund. This will result in small reduction in revenue in fiscal year 16 to the Stormwater Utility Enterprise Fund. This reduction will not adversely impact delivery of the program and services provided by the Stormwater Utility as adopted and approved by City Council.

Recommendation:

Staff recommends adoption of the proposed ordinance.

Alternatives:

Council has no alternative, because state law now requires us to incorporate this waiver provision into our local ordinance.

Attachments:

Ordinance, proposing amendment of City Code 10-103

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 10-103 OF ARTICLE VI OF
CHAPTER 10 (WATER PROTECTION) OF THE CODE OF THE CITY OF
CHARLOTTESVILLE, 1990, AS AMENDED, TO WAIVE THE STORMWATER
UTILITY FEE ON PROPERTY OWNED BY ALBEMARLE COUNTY OR ITS
SCHOOL BOARD**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 10-103 of Article VI (Stormwater Utility) of Chapter 10 (Water Protection) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained, as follows:

CHAPTER 10. WATER PROTECTION

ARTICLE VI. Stormwater Utility

Sec. 10-103. Stormwater utility fee.

(a) A stormwater utility fee is hereby imposed on every parcel of improved real property in the city that appears on the real property assessment rolls as of December 31 of each year. All stormwater utility fees and other income from the fees shall be deposited into the water resources protection fund.

(b) The rate per billing unit to be used for calculating the stormwater utility fee shall be one dollar and twenty cents (\$1.20) per month.

(c) Except as otherwise provided in this article, the impervious area for a property shall be determined by the city using aerial photography, as-built drawings, final approved site plans, field surveys or other appropriate engineering and mapping analysis tools.

(d) Notwithstanding subsection (a) above, and consistent with Virginia Code § 15.2-2114, the stormwater utility fee shall be waived in its entirety for the following:

- (1) A federal, state, or local government, or public entity, that holds a permit to discharge stormwater from a municipal separate storm sewer system; except that the waiver of charges shall apply only to property covered by any such permit;
- (2) For so long as there exists a revenue sharing agreement between the City and the County of Albemarle, Virginia, the waiver authorized by this section shall also apply to the property of each such locality, and to property of each locality's school board that is accounted for within that locality's municipal storm sewer program plan, regardless of whether such property is located within the territorial jurisdiction of the other locality;
- (3) Public roads and street rights-of-way that are owned and maintained by state or local agencies including property rights-of-way acquired through the acquisitions process; and,
- (4) Unimproved parcels.

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

Agenda Date:	September 8, 2015
Action Required:	Yes (Adoption of Ordinance)
Presenter:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Staff Contacts:	Jeanette Janiczek, Urban Construction Initiative Program Manager
Title:	Emmet Street Speed Limits

Background: State law requires that changes in speed limits by a locality be supported by a traffic engineering analysis.

Discussion: An engineering and traffic investigation was conducted by the Virginia Department of Transportation to determine the appropriate speed limits for the Route 29/250 project's lane alterations within the City limits. Due to the high traffic volume of Route 29, it is pertinent to maintain the existing number of lanes in both directions. In order to complete the proposed improvements in as safe a manner as possible to both the traveling public and the workers, a lower speed limit accompanied with a lane shift was the most logical and beneficial solution. The lowered speed limit allows safe passage through the transition areas and the narrowed lanes. The narrowed lanes allow for adequate room to safely construct the proposed improvements.

Budgetary Impact: Costs to install and/or replace speed limit signs is included within the State's project budget.

Community Engagement: N/A

Alignment with City Council's Vision and Priority Areas:

The Route 29/250 Improvement project is a large component in the transportation system within the City. The adjustment of speed limits within the construction area allows for the project to continue safely and efficiently. The improvement in safe and efficient traffic flow throughout the City after construction aligns with City Council's vision of having a Connected Community.

Recommendation: Staff recommends adoption of the proposed ordinance, based on the recommendation supported by an Engineering and Traffic Investigation provided by the Virginia Department of Transportation.

Attachments:

Engineering and Traffic Investigation (7/28/2015)

Proposed Ordinance

**AN ORDINANCE
 AMENDING AND REORDAINING SECTION 15-99
 OF CHAPTER 15 (MOTOR VEHICLES AND TRAFFIC)
 OF THE CODE OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
 RELATED TO SPEED LIMITS ON SPECIFIC STREETS.**

WHEREAS, the Virginia Department of Transportation submitted the report entitled “Engineering and Traffic Investigation Work Zone Speed Analysis”, dated July 28, 2015, to the City Traffic Engineer, who concurs with the recommendations made by the Virginia Department of Transportation for appropriate speed limits (from an engineering and safety standpoint) on Emmet Street;

WHEREAS, subsequent to the submission of the speed study, construction of the Route 29/250 Interchange project commenced. The Virginia Department of Transportation noted that the ongoing construction has altered the road significantly in terms of width, geometry and proximity to workers, resulting in the need to reduce speed limits in the construction zone for the duration of the project. Now, therefore

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 15-99 of Article IV (Speed Limits) of Chapter 15 (Motor Vehicles and Traffic) of the Charlottesville City Code, 1990, as amended, is hereby amended and reordained as follows:

Sec. 15-99. Maximum limits on specific streets.

Pursuant to a traffic engineering and traffic survey as required by Code of Virginia, section 46.2-1300, the following speed limits are imposed as hereinafter set forth and no person shall drive a vehicle at a speed in excess of such limits:

CURRENT SPEED LIMITS

Street	From	To	Speed Limit (MPH)
Emmet Street	Arlington Boulevard	Hydraulic Road	40

NEW SPEED LIMITS

Street	From	To	Speed Limit (MPH)
<u>Emmet Street</u>	<u>Arlington Boulevard</u>	<u>Barracks Road</u>	<u>40</u>
<u>Emmet Street</u>	<u>Barracks Road</u>	<u>Hydraulic Road</u>	<u>35</u>





**ENGINEERING AND TRAFFIC INVESTIGATION
WORK ZONE SPEED ANALYSIS
SECTION A**

(To Be Completed By the Requesting Entity)

Project/Permit/Route No.: (NFO) 0029-104-248, C501 - Route 29	Project's TMP Category: B
Review Requested By: Joshua Hendrick, P.E.	Date of Request: 07/22/2015
Project Scope: Add additional inside lane on Route 29 South, install Drainage, utilities, signals, MSE and noise walls, curb and gutter	Starting MP: 0.349 mi S of Rt 250
	Ending MP: 0.881mi N of Rt 250
VDOT Project/Contract Manager: David Cubbage, PE	Date of Review:

SECTION B - TRAFFIC ENGINEERING INVESTIGATION RESULTS

(To Be Completed By the Regional Traffic Engineering Section)

Work Zone Safety Coordinator's Recommendation Work Zone Speed Limit Reduction <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  _____ Signature 7 28 15 Date	
Proposed Work Zone Speed Limit: <u>35</u>	
Daytime/Active Work Zone Only: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Regional Traffic Engineer Work Zone Speed Limit Reduction <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved  _____ Signature <u>7/28/15</u> Date	
Comments: Proposed Date of Posting Speed Limit Reduction: Proposed Date of Removal of Speed Limit Reduction:	Responsible Charge  VDOT Traffic Engineering (Office Location) Traffic Engineer

FIELD IMPLEMENTATION (If Applicable)

(To Be Completed By the Project Manager)

Date Speed Limit Reduced: 22 July 2015 or when approved	Date Original Speed Limit Re-established: 21 May 2016
VDOT Project/Contract Manager	
_____ Signature	_____ Date

C: Regional Traffic Engineer's File, Project File, State Traffic Engineer (if approved)

SECTION C - EXISTING ROADWAY CONDITIONS

(To Be Completed By the Project Manager and/or the Regional Traffic Engineering Section)

Reviewer(s):	
Posted Speed Limit: 40 mph	ADT: 52000 (2014)
Number of Thru Lanes: 2 + 1 turn lane	Lane Widths: 12 ft
Lane Surface Material: <input checked="" type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Gravel <input type="checkbox"/> Other	
Lane Surface Condition: <input type="checkbox"/> Distressed <input type="checkbox"/> Spalling <input type="checkbox"/> Roughness <input type="checkbox"/> Faulting <input type="checkbox"/> Punchouts <input type="checkbox"/> Raveling <input type="checkbox"/> Potholes <input type="checkbox"/> Other	
Right Shoulder Width: None	Material/Condition: Concrete curb
Left Shoulder Width: 3 foot	Material/Condition: Asphalt
Number of Private/Commercial Entrances: 12	
Number of Intersections/Interchanges: 4	
Crash Rate: (Attach HTRIS Report)	Crash Frequency: Crash Density:
Crash Rate:	Prevalant Collision Type:

SECTION D - PROPOSED WORK ZONE ROADWAY/CONSTRUCTION CONDITIONS

(To Be Completed By the Project Manager and/or the Regional Traffic Engineering Section)

Number of Thru Lanes: 2 + 1 turn lane	Lane Widths: 10 foot (through) + 11 foot (turn lane)
Right Shoulder Width: No Change	Left Shoulder Width: <1'
Barrier Installed for Lane Closure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Barrier Installed for Shoulder Closure: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Temporary Crossover Installed: <input type="checkbox"/> Yes, Design Speed: <input checked="" type="checkbox"/> No	Temporary Signal Installed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lane Closure Time Restrictions: <input checked="" type="checkbox"/> Yes, Time(s) See attached plan sheet <input type="checkbox"/> No	
Work Activity Times: <input checked="" type="checkbox"/> Day <input checked="" type="checkbox"/> Night	Number of Construction Entrances: 12
Construction activities outside of the shoulder (activity may be within the clear zone): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Construction activities on the shoulder-no lane encroachment (activity within the shoulder): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Construction activities on the shoulder-minor lane encroachment (lane width reduction): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Construction activities within the median: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Construction activities encroach on the travel way (lane closure): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Construction activities encroach on 2 or more lanes of the travel way (multi-lane closure) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Will Police Patrols be provided: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will enhanced enforcement be provided during lane closures: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Partial Day Work Zone Speed Limit Reduced: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Proposed Work Zone Speed Limit: 35

Additional Mitigating Roadway Work Zone Conditions: Construction (pipe work, gas work, additional lane construction, utilities, etc.), heavy traffic and limited sight distance possible due to construction equipment, continual day work at this location and also construction on adjacent hotels ongoing

EXPLANATION SHEET

Project/Permit/Route No.: Circle the applicable title and list the corresponding number.

Project's TMP Category: List the appropriate Transportation Management Plan Category per the instructions in IIM-241/TED-343. All roadway construction work will fall in one of three categories:

Category A: Typical Projects are No-Plan, Minimum Plan, Maintenance Projects, Utility and Permit Work.

Category B: Projects with moderate level of construction activity and the primary traffic impact limited to the roadway containing the work zone.

Category C: Long duration construction or maintenance projects on Interstate and freeway projects that occupy a location for more than three days with intermittent or continuous lane closures within the following Transportation Management Areas; Northern Virginia (including the counties of Arlington, Fairfax, Loudoun, Prince William, Spotsylvania and Stafford), Richmond (including the City of Richmond, Chesterfield and Henrico Counties), and Hampton Roads (including the Cities of Chesapeake, Hampton, Newport News, Norfolk, Portsmouth and Virginia Beach as well as James City and York Counties). Also includes Interstate and Principle Arterial Roadways with complex multi-phase construction, high accident rates, full closures, or multiple work zones (two or more) within two miles of each other.

Lane Surface Conditions: Surface conditions followed by an asterisk may be considered as a mitigating condition.

Distressed – Pavement cracking that may or may not be filled with sealant.

Spalling – Pavement that is chipping or fragmented.

*Roughness** – Pavement surface with inequalities, ridges or projections caused by cracking or spalling with sufficient concentration to possibly affect vehicle stability, especially motorcycles.

*Faulting** – Uneven pavement at the pavement joints.

*Punchouts** – Full depth/through holes in the pavement.

*Raveling** – Pavement is breaking apart, typically occurring at the edge of the pavement.

*Potholes** – Partial depth holes in the pavement.

Construction activities outside of the shoulder: Work activities such as landscaping work, utility work, cleaning ditches and fencing work that is more than 10 feet from the travel lane (beyond the shoulders, but within the right-of-way) that may or may not be within the clear zone. Generally speed reduction is not warranted where work is confined to an area outside of the clear zone values published in Appendix A of the Virginia Work Area Protection Manual. However, there may be work activities (mitigating conditions) that create distracting situations for motorists, such as vehicles parked on the shoulder, vehicles accessing the work site via the highway, and equipment traveling on or crossing the roadway to perform the work operations in conjunction with other mitigating conditions that may warrant consideration of a reduced speed limit.

Construction activities on the shoulder-no lane encroachment: Work activities such as culvert extensions, guardrail installations, utility work and sign installations that are within 10 feet but no closer than 2 feet to the travel lane (within the shoulders, but does not encroach on the travel lane). Speed reduction may be warranted for long term stationary operations. Speed reduction may also be warranted when other mitigating conditions exist such as workers/equipment present for extended periods of time within 10 feet of the travel lane or horizontal curvature that may increase vehicle encroachments.

Construction activities on the shoulder-minor lane encroachment: Work activities such as shoulder paving, guardrail installations, utility work and sign installations that encroach on an area from the edge of the travel lane to 2 feet into the travel lane (reduced travel lane width). When work takes up part of a

lane, motor vehicle traffic volumes, vehicle mix (buses, trucks, and cars), speed, and capacity, should be analyzed to determine whether speed reduction may be warranted. Truck off-tracking should be considered when determining whether the minimum lane width is adequate or the affected lane should be closed. Speed reduction may be warranted when one or more of the following mitigating conditions exist: Workers/equipment present for extended periods of time within 2 feet of the travel lane.

- Lane width reductions resulting in a lane width less than 11 feet.
- Concrete barrier encroaching on a lane open to traffic or concrete barrier within 2 feet of the edge of the travel lane.
- Horizontal curvature that may increase vehicle encroachments.
- Pavement edge drop-off within 2 feet of the travel lane.
- Reduced stopping sight distances.

Construction activities within the median: Work activities such as lane widening, lane additions, shoulder repair and utility work in the median. When work takes up part of a lane, motor vehicle traffic volumes, vehicle mix (buses, trucks, and cars), speed, and capacity, should be analyzed to determine whether speed reduction may be warranted. Truck off-tracking should be considered when determining whether the minimum lane width is adequate or the affected lane should be closed. Speed reduction may be warranted when one or more of the following mitigating conditions exist:

- Workers/equipment present for extended periods of time within 2 feet of the travel lane.
- Lane width reductions resulting in a lane width less than 11 feet.
- Concrete barrier encroaching on a lane open to traffic or concrete barrier within 2 feet of the edge of the travel lane.
- Horizontal curvature that may increase vehicle encroachments.
- Pavement edge drop-off within 2 feet of the travel lane.
- Reduced stopping sight distances.
- Traffic congestion created by a lane closure.

Construction activities encroach on the travel way: Work activities such as pavement repair, lane widening, lane additions, shoulder repair and utility work that require a lane closure. Speed reduction may be warranted when one or more of the following mitigating conditions exist:

- Workers/equipment present for extended periods of time within 2 feet of the travel lane.
- Lane width reductions resulting in a lane width less than 11 feet.
- Concrete barrier encroaching on a lane open to traffic or concrete barrier within 2 feet of the edge of the travel lane.
- Horizontal curvature that may increase vehicle encroachments.
- Pavement edge drop-off within 2 feet of the travel lane.
- Reduced stopping sight distances.
- Lane shifts.
- Reduced design speeds for temporary cross-over.
- Traffic congestion created by a lane closure.

Construction activities encroaching on 2 or lanes on the travel way: Work activities such as pavement repair, lane widening, lane additions, bridge repair and utility work that require multilane closure on both sides of the centerline or one side of a multilane highway (4 or more lanes). Speed reduction may be warranted when one or more of the following mitigating conditions exist:

- Workers/equipment present for extended periods of time within 2 feet of the travel lane.
- Lane width reductions resulting in a lane width less than 11 feet.
- Concrete barrier encroaching on a lane open to traffic or concrete barrier within 2 feet of the edge of the travel lane.
- Horizontal curvature that may increase vehicle encroachments.
- Pavement edge drop-off within 2 feet of the travel lane.
- Reduced stopping sight distances.
- Lane shifts.
- Reduced design speeds for temporary cross-over.
- Traffic congestion created by a lane closure.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 8, 2015
Action Required:	Public Hearing
Presenter:	Tony Edwards, Development Services Manager Missy Creasy, Assistant Director Neighborhood Development Services
Staff Contacts:	Tony Edwards, Development Services Manager Missy Creasy, Assistant Director Neighborhood Development Services
Title:	Charlottesville Project submissions for House Bill 2 (HB2) Transportation Funding Consideration

Background:

The Governor signed House Bill 2 (HB2) into law in 2014 with implementation set for July 2016. HB2 outlines the funding process for state transportation funding. Submitted projects will be reviewed by the state to determine if they qualify to be scored and those scored will be based on a statewide system. There are two main ways to apply for funding within the HB2 process—the Construction District Grant Program and the High-Priority Projects Program. The Construction District Grant Program (CDGP) is open only to localities and replaces the old “40-30-30” construction fund allocation model. A project applying for funds from the CDGP is prioritized with projects from the same construction district. A project applying for funds from the HPPP is prioritized with projects statewide. The Commonwealth Transportation Board (CTB) then makes a final decision on which projects to fund.

The City is eligible to apply for both types of funding and anticipates submitting any applications for consideration for both funding pools. Additional background information on the funding criteria and requirements may be reviewed here: <http://www.virginiahb2.org/about.html>

Staff has identified potential projects to submit for funding and would like to gather comment from the community and Council prior to application.

Discussion:

Staff has attended training for the HB2 process and reviewed the requirements for submission in addition to review of potential projects listed within the fiscally constrained list of the Long Range

Transportation Plan (LRTP). Potential projects for submission have been identified. A meeting was held with the City MPO representatives to discuss those project ideas and to provide additional guidance. Staff is currently gathering data and drafting application forms for the potential projects.

The following are staff recommendations in order of priority:

1. East High Streetscape Improvements – The project limits will be a valuable multimodal improvement and connection for the exiting Downtown Pedestrian Mall to the recently redeveloping area where the old Martha Jefferson Hospital once resided for decades. The project alignment will connect with the 7th Street/Market Street intersection along Market Street to 9th Street, continuing north to High Street and terminating at the Locust Avenue intersection. Improvements include widening sidewalks, landscaping, intersection improvements for ADA and pedestrian access, bike lanes, storm water quality features, improved wayfinding signage, signal upgrades and better access to mass transit facilities.

2. Fontaine Ave Streetscape – The Fontaine Avenue corridor of 0.42 miles serves 11,000 vehicles on average a day in addition to pedestrians and bicyclists. As an entrance corridor into the City, it functions as an important link between Interstate 64/Route 29 and the expanding Fontaine Research Park in Albemarle County to the City’s neighborhoods and main grounds of the University of Virginia. In addition to serving the newly constructed Fontaine Fire Station, commercial businesses and residential homes front the roadway. A proposal in 2004 was to “Create a multi-modal entrance corridor into the city that preserves the character of the neighborhood, improves the quality of life for the residents, and allows businesses to grow and develop over time into an active community center.” This project would further explore options proposed in the Fontaine Avenue Study conducted in 2005 which included a series of context sensitive design concepts. The project would provide expanded sidewalk and bicycle facilities, improved access management, dedicated left turn lanes in select locations, landscaped medians, street trees, improved pedestrian crossings and transit improvements.

3. Emmet Intersection Improvements - The Emmet Street corridor, north of the University Avenue/Ivy Road intersection, is one of the highest traffic volume corridors in the city, serves as a gateway to the University of Virginia and provides a critical link between the University and commercial shopping areas north of the city. The student population and the direct proximity to the UVA grounds present a tremendous opportunity for modal shift with improved bicycle and pedestrian accommodations. The project area extends from the intersection of University/Ivy Road to Arlington Boulevard and includes a shared use path, improved bike lanes, consolidated bus stops/optimized bus shelters, landscaping, and improved pedestrian crossings at the intersections within the study area. The project implements recommendations from the Comprehensive Plan, Bicycle and Pedestrian Master Plan, and supports the University’s long term development plans.

Alignment with Council Vision Areas and Strategic Plan:

Submission of the HB2 funding requests has the opportunity to support City Council’s Vision for Economic Sustainability, A Green City, America’s Healthiest City and A Connected Community. In

addition, it would contribute to Goal 2 of the Strategic Plan, Be a safe, equitable, thriving, and beautiful community and objectives 2.3. Provide reliable and high quality infrastructure and 2.6. Engage in robust and context sensitive urban planning. Additionally the project requests align with goals within the Comprehensive Plan, Strategic Investment Plan, and Bike and Pedestrian Plan.

Community Engagement:

This will be the first opportunity for the community to comment on the HB2 funding requests as it is a new program but the community has provided input on the potential projects in the past. An East High Streetscape improvements project has been a high priority for the Martha Jefferson neighborhood for many years which its inclusion in the SIA personifies.

The Fontaine area underwent a review in 2004-2005 and though the scope at that time was not ideal due to the number of road lanes proposed and the amount of right of way needed, a more limited scope using mostly existing right of way maybe more acceptable.

Emmet Street has been under study by UVA and this project would allow for mutual benefits.

Though past studies and community engagement efforts have occurred, if funding is received, new public participation efforts specific to any new efforts would take place.

Budgetary Impact:

Receipt of these funds would not have direct impact on the General Fund. Evaluation will need to occur to determine what resources would be needed for project management if funds are received.

Recommendation:

Following a public hearing, staff recommends Council provide direction to move forward with HB2 funding applications for the projects noted above in the priority order indicated.

Staff plans to return to the September 21, 2015 Council meeting with a resolution of support for projects selected that will need to be part of the application materials.

Alternatives:

Council could chose to support any combination of the projects staff has recommended. Council could chose to support applications for other eligible projects.

Attachments:

General

Link to LRTP Appendix A: <http://www.tjpd.org/LRTP/lrtpldoc.asp>

Link to HB2 Quick Guide Information: <http://www.virginiahb2.org/about.html>

East High Streetscape

Strategic Investment Area Plan Pages VI40 & VI41 and VI62 &VI63:

<http://www.charlottesville.org/index.aspx?page=3409>

Martha Jefferson Streetscape Improvements and Expanded Corridor Analysis

Fontaine Avenue Streetscape

Fontaine Avenue Final Report <http://www.charlottesville.org/Index.aspx?page=1556>

Emmet Intersection Improvements

Bicycle and Pedestrian Master Plan www.charlottesville.org/bikeped

VTRANS Multimodal Plan Needs Assessment - pg. 33

http://vtrans.org/resources/Coss/VTRANS2040_CoSS_I_Seminole_Draft_08-03v2.pdf

Martha Jefferson Streetscape Improvements and Expanded Corridor Analysis

I. PURPOSE:

The purpose of this request is to acquire two separate quotes for services under the existing on-call contract for professional services for the following tasks:

- A. Perform an analysis from the intersection of E. High Street / Locust Avenue to the intersection of Avon Street / Monticello Avenue for reduction of vehicular travel lanes and the inclusion of bicycle and pedestrian facilities. Perform an analysis of the E. Market Street / 7th Street NE intersection to investigate the possibility of replacing the traffic signal with a 3-way stop.
- B. Create a street scape plan along the 9th Street NE corridor starting at the intersection of East High Street / Locust Avenue and extending to the intersection of 7th Street NE / East Market Street. Plan will include re-design of the E High/9th/Lexington intersection.

II. BACKGROUND:

The E. High Street/9th Street/Avon Street corridor and Market Street are vital urban streets and an important connection between the Martha Jefferson and Belmont neighborhoods and Downtown Charlottesville. This corridor was highlighted in the recently complete Strategic Investment Area (SIA) Plan and has been selected to receive funding for improvements described herein. This corridor will also be undergoing significant changes in the near future with the replacement of the Belmont Bridge. The Monticello Avenue corridor to the south is currently undergoing redesign to improve pedestrian and bicycle facilities within the corridor, and at key intersections. Improvements proposed through these projects will greatly affect signalization needs through the specified corridor, and provides an opportunity to optimize facilities for pedestrian and bicycle traffic. The intersection at E High St, 9th St and Lexington Ave is known to be a very awkward intersection for pedestrians and bicycles. The intersection at E Market St and 7th St receives a high volume of pedestrian and vehicle activity accessing the downtown mall and other destinations.

III. STATEMENT OF NEEDS:

Project Intent

- A. To provide the City with an analysis of current traffic patterns in the E High Street/9th Street/Avon Street corridor and at Market Street/7th Street, as well as those proposed with the various improvement projects outlined above. In addition, recommendations for lane configurations based upon the analysis are desired. Recommendations should address the following: lane reductions on portions of the corridor, addition of bicycle lanes and pedestrian improvements along some or all of the corridor and recommendations for the upcoming bridge replacement with regard to the inclusion of bicycle and pedestrian features. Recommendations should address the possibility of removing the traffic signal at Market Street and 7th Street and installing a 3-way stop controlled intersection. Also include recommendations on the possibility of removing the turn lane and adding parking on the south (City Hall) side of Market Street.
- B. Using the analysis performed in Part A above, provide the City with construction documents for an improved pedestrian corridor in accordance with the details included in the adopted SIA Plan, Comprehensive Plan, the City's Standards and Design Manual and sound engineering practice. The plan should address the following: the implementation of new stormwater regulations; the City's increased emphasis on pedestrian and bicycle-oriented infrastructure (as reflected in its comprehensive plans and City Council priorities); and the use of best practices with regards to tree plantings. The plans should also incorporate the re-design of the E. High/Lexington/9th Intersection and the possible undergrounding of overhead utilities.

General Project Scope (Parts A and B)

- Review and analyze existing conditions, the approved SIA Plan, Belmont Bridge project, Monticello Avenue project, and transit planning studies for the corridor.
- Utilize the design sections and recommendations highlighted in the SIA Plan and confirm alignment with the conceptual design of the Belmont Bridge.
- Coordinate with the property owners adjacent to project area as needed.
- Meetings (utility coordination, stakeholders, planning commission, city council, BAR, public, etc.)

Site Specific Project Scope

A. Traffic Analysis

- Collect appropriate data regarding turning movements and traffic/bicycle/pedestrian volumes.
- Perform traffic and intersection analysis of both existing and future conditions for both a no-build option and as specified in existing plans.
- Provide recommendations for vehicular travel lane reductions and bicycle and pedestrian improvements.
- Use intersection analysis of existing condition for Market Street/7th Street traffic signal and perform intersection analysis of potential condition with 4-way stop signs.
- Provide recommendations regarding removal of traffic signal and replacing with a 4-way stop at Market Street/7th Street.

B. Martha Jefferson Streetscape

- Utilized data and analysis obtained in Part A to develop preliminary and final design and provide detailed construction documents of streetscape improvements along the E. High St/9th St/E. Market St corridor to include re-design of the intersection at Lexington Ave and the possible undergrounding of overhead utilities.
- Create an appropriate and functioning streetscape consistent with City goals and the SIA plan.
- Improve pedestrian and bicycle circulation along the corridor and at cross streets with inclusion of pedestrian and bicycle safe infrastructure, to include appropriate lighting.
- Integrate green infrastructure to enhance the City's stormwater management and urban forestry goals in accordance with the new stormwater regulations.
- Include innovative, parking strategies compatible with a multi-modal oriented community (including but not limited to reviewing existing on-street parking requirements, adequacy of striping, etc.)
- Design of hardscape, including roadways and curbs, walkways, bike paths and crosswalks
- Design of planted areas, including street trees and other appropriate vegetation
- Design of modifications to public utilities (overhead wires, lighting, utilities, storm water).
- Assistance with bidding and procurement, such as but not limited to, assisting the City with drafting addendums and attendance at Pre-Bid Meeting(s).
- Limited support for the administration of the construction contract.

The City will provide the following information:

- Plans and topographic information based on City's existing GIS database for preliminary design
- Topographic and existing field survey, including underground utilities for areas to be developed (additional subsurface investigation of utilities may be required)
- Existing signal timing and phasing plans for signalized intersections
- Conceptual plans from previous recommendations (to include SIA plan, Belmont Bridge project, and Monticello Avenue project)
- Outreach to adjacent property owners

- Contact information for property owners and stakeholders

IV. **SPECIFIC TASKS:**

A. **Traffic Analysis**

Task A1: Data Collection and Observations

- Collect turning movement counts (including bicycle and pedestrian volumes) for peak periods at the following intersections:
 - Monticello Avenue/Avon Street
 - Avon Street/ Belmont Avenue
 - Avon Street/Hinton Avenue
 - Levy Avenue/Avon Street
 - 9th Street & Market Street
 - 9th Street & E. High Street
 - 9th Street, E. High Street & Lexington Avenue
 - E. High Street & Locust Avenue
 - 7th Street NE & E. Market Street
 - 9th Street & Jefferson Street
- Collect Automatic Traffic Recorder (ATR or “tube”) counts to determine speed, volume, and class at recommended locations on the corridor for seven (7) days to verify the turning-movement counts and gather information about the proportion of heavy vehicles and vehicle speeds.
- At the intersections of 9th Street / E. High Street and 9th Street / E. High Street / Lexington Avenue, provide observations in the field during peak hours to verify the existing conditions due to the unusual geometric alignment of the intersections and their impacts on each other due to their close proximity.

Task A2: Existing and Future Conditions Analysis

- Evaluate the turning movement counts to determine the peak hours. Develop a Synchro model for peak hours to include the following intersections:
 - Monticello Avenue/Avon Street
 - Levy Avenue/Avon Street
 - 9th Street / Market Street
 - 9th Street / E. High Street
 - 9th Street / E. High Street / Lexington Avenue
- Evaluate the following scenarios:
 - Implementation of SIA recommendations from Locust/9th to Market/7th to include bike lanes and pedestrian improvement as outlined in the report. Implementation of the conceptual Belmont Bridge design. Implementation of the Monticello Avenue improvements.
- Perform a left turn lane warrant analysis for northbound and southbound left turns at the following intersections:
 - Avon Street at Monticello Avenue
 - Avon Street at Levy Avenue
 - Avon Street and Belmont Avenue
 - Avon Street and Hinton Avenue
 - 9th Street at Market Street
 - 9th Street at Jefferson Street
 - 9th Street/E. High Street / Lexington Avenue (northbound left only)
 - High Street entrance to CFA institute.
 - 7th Street & E. Market Street
- Evaluate the following scenarios:

- No change to existing condition
- Implement SIA recommendations and conceptual Belmont Bridge design from Locust to Monticello to include bike lanes and pedestrian improvements.
- Summarize the analysis in a brief technical memorandum with peak hour delay, queue length, and multimodal Level of Service (LOS) by movement detailed.
- Deliverables: Draft and final technical memorandum documenting alternatives analyzed, traffic analysis methodology, left turn lane warrant analysis methodology, results, recommendations, information needed from City, and major/minor concerns with project as it relates to property impacts and significant construction costs.

Task A3: Potential Improvement Analysis for Market Street/7th Street

- Utilize data gathered in Task A1 and analysis performed in Task A2.
- Evaluate the following scenarios:
 - Implement removing the traffic signal and converting intersection to a 4-way stop controlled situation.
 - Implement removal of left turn lane as prescribed by Task A2.
- Evaluate the peak hour delay, queue length, and multimodal Level of Service (LOS) by movement at the intersection if a 4-way stop is implemented.
- Deliverables: Draft and final technical memorandum documenting alternatives analyzed, recommendations, information needed from City, and major/minor concerns with project as it relates to property impacts and significant construction costs.

B. Martha Jefferson Streetscape

Task B1: Preliminary design development (25% construction documents)

- After receipt of authorization to proceed, develop further the design as outlined in the SIA Plan and verified by data collection and analysis performed in Part A.
- Scope of work shall include the following:
 - transit accommodations (bus routes and stops)
 - parking (on-street strategies for both vehicular and bike)
 - inclusion of lane reductions as warranted
 - bicycle and pedestrian routes and amenities
 - streetscape design, inclusive of lighting, paving, plantings, hardscape, etc.
 - maintenance of traffic plan
 - utility replacements/relocations
 - undergrounding of overhead utilities
 - green infrastructure
- Undertake preliminary engineering and design.
- Prepare cost estimate based on developed design and preliminary engineering.
- Deliverables: 25% preliminary plans, sections and other drawings needed to indicate scope of construction work.

Task B2: Preliminary design development (75% construction documents)

- After receipt of authorization to proceed, create construction documents and provide to City staff for review and comment.
- Deliverables: 75% preliminary plans, sections, and details, needed for plan review and comment.

Task B3: Final design development (100% construction documents)

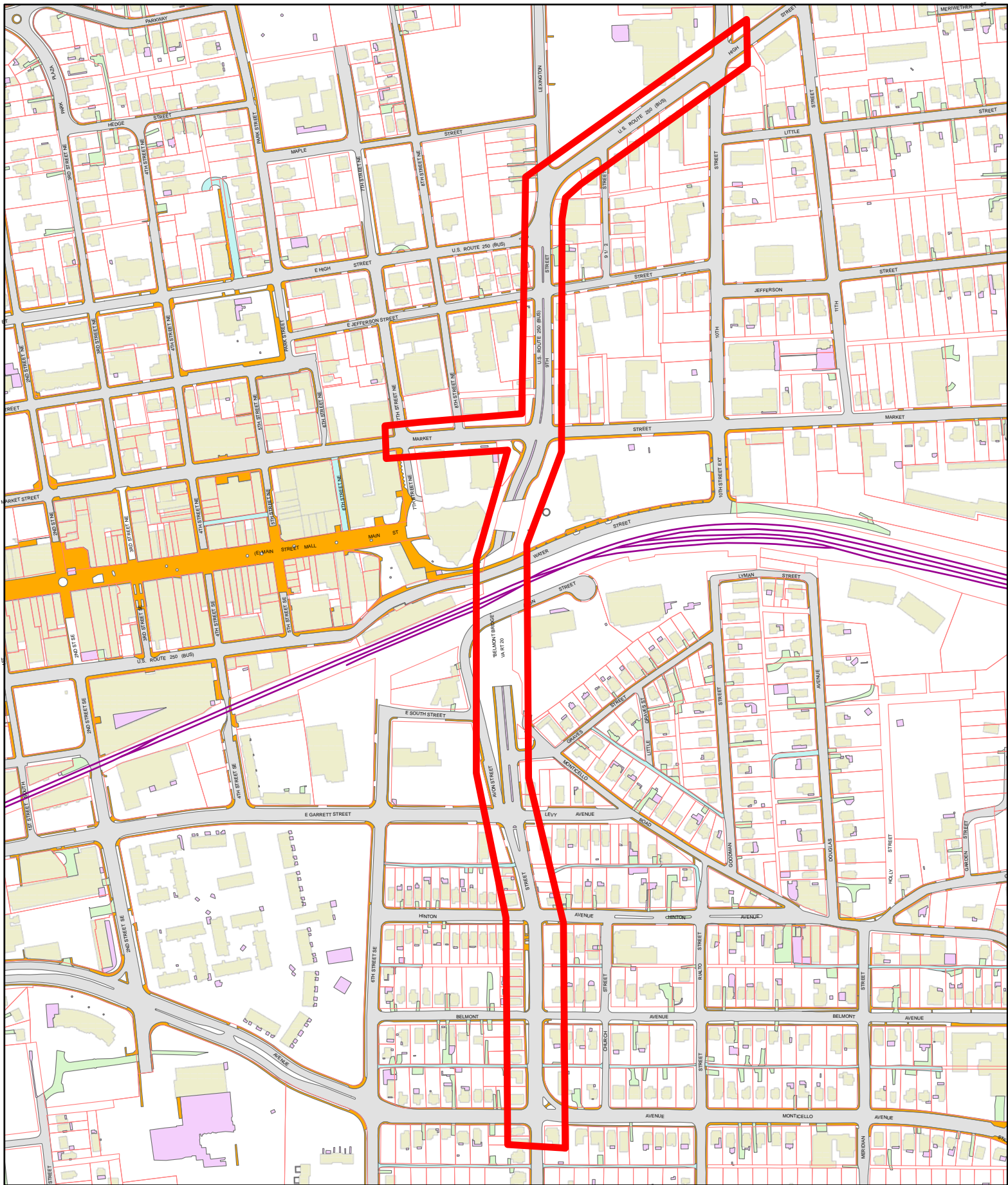
- After receipt of authorization to proceed, create construction documents needed to bid and execute the work and secure all necessary approvals.
- Deliverables: final plans, sections, and details, needed for bid and construction.

Task B4: Procurement

- Assist the City, as needed, in the preparation of solicitation documents and evaluation/review of received bids from contractors.

Task B5: Construction administration

- Assist the City, as needed, with the administration of the construction contract.
- Visit the site periodically to verify compliance with contract documents (provide schedule of anticipated site visits).
- Provide clarification sketches and changes order work as needed during construction.
- Review and approve submittals of materials, close-out documents, invoices, as-builts, etc.

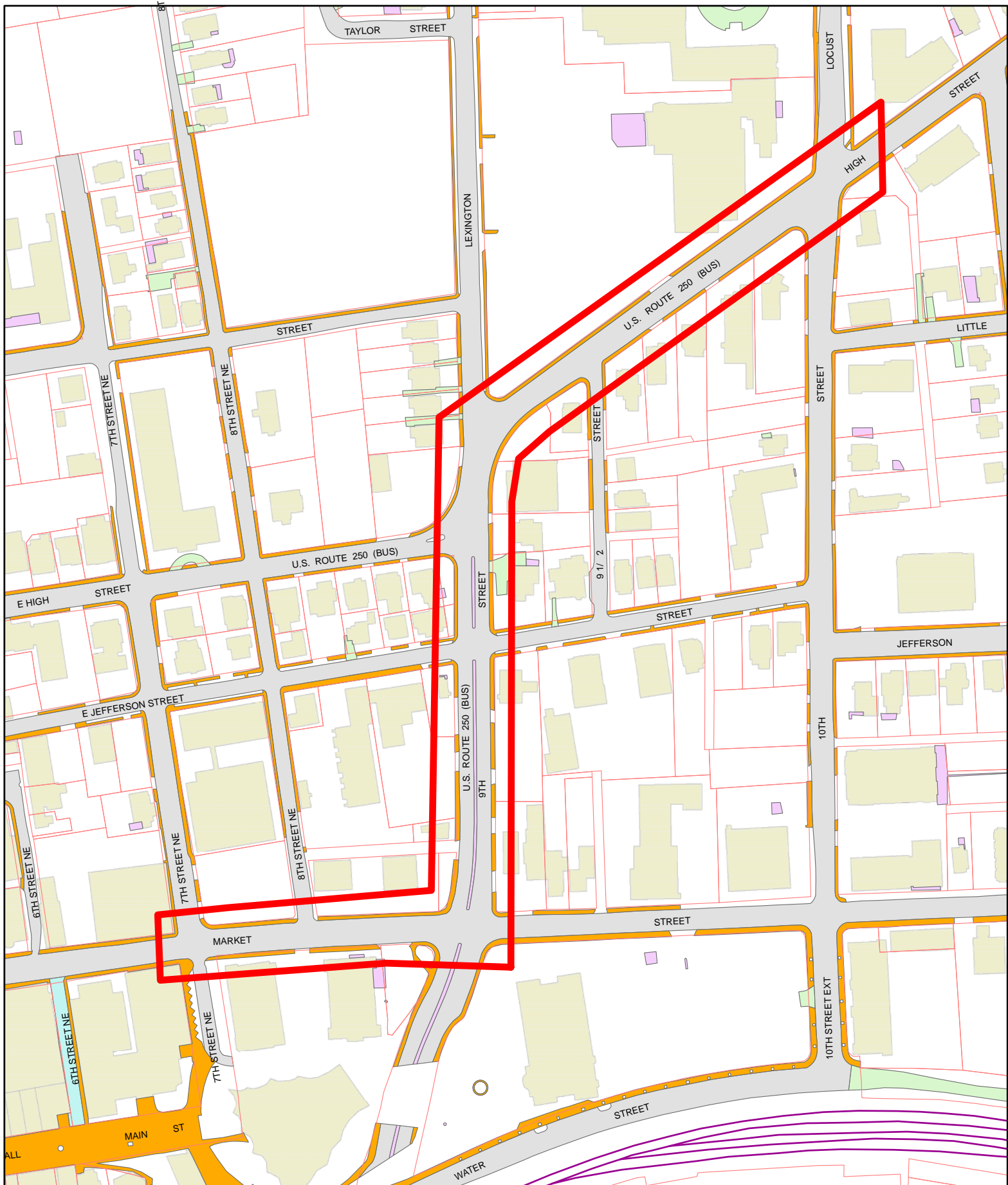


1 inch = 400 feet
 400
 Feet

Data Collection and Traffic Analysis

Information contained herein is only a general representation of features and their approximate locations and does not validate their existence or non-existence. All utilities, structures, road alignments, property boundaries and other planometrics should be field verified.





1 inch = 200 feet
 200
 Feet

Martha Jefferson Street Scape Improvements

Information contained herein is only a general representation of features and their approximate locations and does not validate their existence or non-existence. All utilities, structures, road alignments, property boundaries and other planometrics should be field verified.



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

Agenda Date: September 8, 2015

Action Required: Resolution

Presenter: Amanda Poncy, Bicycle and Pedestrian Coordinator, Neighborhood Development Services

Staff Contact: Amanda Poncy, Bicycle and Pedestrian Coordinator, Neighborhood Development Services

Title: Bicycle and Pedestrian Master Plan Update - Comprehensive Plan Amendment

Background:

One of the action items from the 2013 Comprehensive Plan was to update the 2003 Bicycle and Pedestrian Master Plan. In February 2014, the city hired Toole Design Group, a leading planning, engineering, and landscape architecture firm specializing in multi-modal transportation, to update the plan.

The 2015 Bicycle and Pedestrian Master Plan Update is the next phase of making a bicycle, pedestrian and multi-use trail connections in the City. It is a physical and action-oriented plan that builds upon the 2003 Bicycle and Pedestrian Plan and will complement the Streets that Work Plan also taking place this year.

The Master Plan Update focuses on integrating the on-street and off-street networks identified in past planning efforts to create safe, comfortable transportation corridors that appeal to a wide range of users of all abilities. It provides the recommended network improvements for Charlottesville's on-street bicycle and pedestrian corridors, as well as a phasing plan for implementation.

Discussion:

The Planning Commission considered this item at their May 26, 2015 work session. In general the Commission was supportive of the plan and suggested the following refinements: include pictures that represent the diversity of our community; include a section about bicycle and pedestrian connections to transit; and include a map showing the connections to the County. These items have been incorporated into the plan.

The Commission held a public hearing on June 9, 2015. Two members of the Steering Committee spoke in favor of the plan. One email was received that expressed concerns about the facility types recommended in the plan.

Commissioner Santoski asked many questions regarding the education of people riding bicycles and driving cars, as well as the use of contra-flow bike lanes and bike boxes in the City.

Staff explained that while the contra-flow lane is new to Charlottesville it is legal and allowed under state code and traffic engineering guidelines. Staff explained current outreach initiatives including advertising on radio and social media, but it is a challenge and something that requires ongoing effort.

Citizen Engagement:

The first public workshop was held on June 18, 2014 at City Space. To kick off the public input process, citizens were invited to use an online interactive map to identify barriers to biking and walking, as well as existing and desired routes. Over 200 different users provided comments on the map. In addition, city staff held focus group meetings with safety, health/active living and social service providers; participated in a number of community events at Tonsler, Belmont and Washington Parks throughout the summer; organized a bike tour; and worked with an advisory committee to review and refine network recommendations. In addition, feedback related to bicycle and pedestrian issues received at the Streets that Work neighborhood and public meetings have been incorporated into the plan. A final open house to review and provide comments on the draft plan was held on May 6, 2015 (4:30-6:30) at City Space. To date, we've heard from over 400 people. A full summary of all comments received is contained in the Appendix of the plan

Alignment with City Council's Vision and Strategic Goal Areas:

The City council Vision of A Connected Community states that “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 Green City “states that we have tree-lined streets...and an extensive natural trail system, along with healthy rivers and streams.” While not specifically called out in the vision, biking and walking are the most “sustainable and energy efficient” modes of travel and support the vision for “clean air and water.”

America's Healthiest City states that “We have a community-wide commitment to personal fitness and wellness, and all residents enjoy our outstanding recreational facilities, walking trails, and safe routes to schools. We have a strong support system in place.”

The plan also supports Goal 2 of the Strategic Plan: “Be a safe, equitable, thriving and beautiful community.”

Budgetary Impact:

No direct budgetary impact is anticipated as a direct result of the plan amendment. However, staff will continue to request funding through the Capital Improvements Program and seek outside grant funds for plan implementation.

Recommendation:

The Commission took the following action:

Commissioner Green moved to adopt a Resolution recommending approval of the 2015 Bicycle and Pedestrian Master Plan Update, as an amendment to the City's Comprehensive Plan.

Commissioner Keesecker seconded the motion. The commission voted 7-0 to approve the resolution and has attached the certified resolution.

Alternatives:

City Council has several alternatives:

- (1) by motion, take action to approve the attached resolution;
- (2) by motion, request changes to the attached Resolution, and then approve in accordance with the amended Resolution;
- (3) by motion, defer action, or
- (4) by motion, deny the proposed Comprehensive Plan Amendment.

Attachments:

- (1) Proposed City Council Resolution
- (2) The "attested" Planning Commission Resolution
- (3) Direct Link to Bicycle and Pedestrian Plan - www.charlottesville.org/bikeped.
A text-only, accessible version of the plan is also available from that link.

RESOLUTION
APPROVING AN AMENDMENT TO THE CITY COMPREHENSIVE PLAN
BY INCORPORATING THE 2015 BICYCLE
AND PEDESTRIAN MASTER PLAN UPDATE

WHEREAS, the Charlottesville Planning Commission and City Council jointly held a public hearing on the proposed 2015 Bicycle and Pedestrian Master Plan Update on June 9, 2015, after notice given as required by law; and

WHEREAS, on June 9, 2015, the Planning Commission adopted a resolution recommending approval by City Council of the proposed Update to the Bicycle and Pedestrian Master Plan, and certifying a copy of the proposed Update to Council for its consideration; now, therefore,

BE IT RESOLVED that, upon consideration of the proposed Update, the City Council hereby approves the 2015 Bicycle and Pedestrian Master Plan Update as an amendment to the City's Comprehensive Plan. Neighborhood Development Services staff shall post on the City's website notice of Council's adoption of this Update, along with a copy of the approved Update.

**RESOLUTION
OF THE CHARLOTTESVILLE PLANNING COMMISSION
RECOMMENDING AMENDMENT OF THE CITY'S COMPREHENSIVE
PLAN
TO INCORPORATE THE 2015 BICYCLE AND PEDESTRIAN MASTER
PLAN UPDATE**

Whereas, this Planning Commission and City Council jointly held a public hearing on the proposed 2015 Bicycle and Pedestrian Master Plan Update, after notice given as required by law, NOW THEREFORE,

BE IT RESOLVED that this Planning Commission recommends to City Council the approval of the 2015 Bicycle and Pedestrian Master Plan Update, as an amendment to the City's Comprehensive Plan. A copy of this Update is attached to this Resolution and is hereby certified to City Council for its consideration in accordance with City Code Section 34-27(b).

Adopted by the Charlottesville Planning Commission, the 9th day of June 2015.

Attest: 
Secretary, Charlottesville Planning Commission

Attachment: 2015 Bicycle and Pedestrian Master Plan Update

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

Agenda Date: August 17, 2015

Action Required: Ordinance Adoption

Presenter: Matthew Alfele, City Planner, Neighborhood Development Services
Read Brodhead, Zoning Administrator, Neighborhood Development Services

Staff Contacts: Matthew Alfele, City Planner, Neighborhood Development Services
Read Brodhead, Zoning Administrator, Neighborhood Development Services

Title: ZM14-00011 – Transient Lodging (Homestay)

Background:

For the purpose of this ordinance, the following definition has been deemed appropriate.

Transient Occupancy (TO) – refers to the use of any building or structure, or portion thereof, as overnight accommodations for any individual(s), for any period(s) of 30 or fewer consecutive days, in return for a fee or charge. No transient occupancy shall be deemed or construed as being a residential occupancy of any dwelling, and the terms “transient occupancy” and “residential occupancy” shall be interpreted as being mutually exclusive.

Transient Occupancy (TO) such as the accommodations offered through website clearinghouses “airbnb”, “TurnKey”, and “VRBO” are popping up in localities all over the country. This model of travel/ temporary lodging is creating more options for travelers and new revenue opportunities for individuals and small businesses, but could be disruptive to some traditional neighborhoods if left unregulated. Many localities are underprepared for the rapid growth in the number of TOs within their communities. Other locations have enacted regulations only to find they are insufficient or unenforceable. As of May 2015, three (3) of the most popular TO websites; Stay Charlottesville, airbnb, and HomeAway/ VRBO listed a combined two hundred and five (205) available units in the Charlottesville area. The last report prepared for the Planning Commission (dated December 9, 2014) listed a combined three hundred eighteen (318) available units. This highlights how fluid TOs are and how they can fluctuate dramatically over short periods of time. The “shared economy” or more aptly the “micro economy” is developing rapidly, and an

ordinance, or modifications to existing ordinances, is needed to balance the needs of the community and foster economic innovation. The City of Charlottesville is not alone in facing this changing landscape as other cities grapple with keeping their regulations relevant.

To date, the Zoning Administrator has received complaints about five (5) properties at which this type of lodging was offered. The main complaints stem from noise, safety, and excessive vehicles utilizing already limited on-street parking. Two (2) properties located on University Circle were cited for exceeding the maximum occupancy of three (3) unrelated persons, but it was difficult to document and prove that there was in fact a violation, and the City Attorney's office has advised that "residential occupancy" is not the correct standard to be applied to this type of use (under our current zoning regulations, this use falls within the definition of a "Hotel" which is prohibited entirely within residential zoning districts of the City). The City has spent the last twelve (12) months reviewing this issue to refine proposed regulations for code inclusion.

Discussion:

The Planning Commission held a joint public hearing at their July 14, 2015 meeting.

The topics of discussion that the Commission focused on at that meeting include:

- The Planning Commission believes residents of the City should be allowed to use their property as TOs, but did not have consensus on what a "resident" or "owner occupied" is defined as. The City's deputy attorney stressed that any definition for "residence" or "owner occupied" needs to be easily verifiable by staff. No further guidance was provided on this so it would be interpreted by the Zoning Administrator.
- The Planning Commission is worried that too many unforeseen scenarios are not covered with this ordinance. They talked about the possibility of having different tiers of regulations through Provisional Use Permits or Special Use Permits, but did not pursue at this time.
- Limiting the number of times a dwelling could be used as a TO was discussed. The Zoning Administrator made it clear that enforcement would be impossible.
- The Commissioner of Revenue informed the Planning Commission that tax information could not be shared to track the number of times or locations of dwellings being used as TOs. He also stated that the tax information the Revenue Department receives would not be useful in regulating TOs.
- The Planning commission chose to refer the ordinance as attached to City Council.

Alignment with City Council Vision Areas and Strategic Plan:

The ordinance supports City Council’s “Economic Sustainability” vision by providing small business opportunities to residential home owners and also supports City Council’s “Charlottesville Arts & Culture” vision by allowing visitors to fully experience the City’s unique neighborhoods. It contributes to Goal 3 of the Strategic Plan, Have a strong diversified economy, and Objective 2.4, Ensure families and individuals are safe and stable.

Citizen Engagement:

Staff participated in numerous outreach meetings and work sessions. Below is a timeline of events.

July 21, 2014 – City Council initiated a study of Zoning Ordinance Provisions for Short Term Rentals (TO)

September 5, 2014 – Staff met with citizens that run TOs to collect feedback and capture their input.

October 14, 2014 – Staff met with additional citizens that run TOs and the Charlottesville Albemarle Convention and Visitor Bureau to collect feedback.

October 24, 2014 – Staff met with members of the hotel industry. They expressed concern with the safety of TOs, taxation, and providing a level playing field for all.

November 12, 2014 – Staff met with residents of University Circle. Concerns were voiced that allowing TOs would alter the character of their neighborhood. They believe that the neighborhoods abutting the University are constantly striving for balance and by allowing TOs it would create an unwelcome stressor.

December 9, 2014 – Planning Commission considered a study on TOs and a Zoning Text Amendment. After consideration, the Planning Commission referred the matter to City Council for additional study. Many citizens spoke in favor of and in opposition to the proliferation of TOs. Many in favor stated that TOs help home owners keep their homes and provide a secondary source of income. Citizens that spoke in opposition voiced concern that neighborhoods could become transient and full of investment properties.

January 20, 2015 – The TO Planning Commission Report was presented to City Council. No action was taken as a request for a resolution for a Zoning Text Amendment would be requested at a later date.

February 17, 2015 – City Council passed a resolution for initiation of a Zoning Text Amendment for TO. City Council directed that the minutes from this meeting be included in the Planning Commissions discussions.

February 24, 2015 – Planning Commission held a work session to address questions raised by City Council. The public was offered an opportunity to speak. Several members of the public spoke in favor of allowing TOs.

February 26, 2015 – A public Open House on TOs was held at the Water Street Center. Twenty six (26) members of the public attended the event. The vast majority expressed favorable attitudes toward allowing TOs in the City.

March 24, 2015 – The Planning Commission held a work session to address more detailed questions about the effect of allowing TOs in the City and what type of dwelling structures they should or should not be allowed in.

March 26, 2015 – Staff met with the Virginia Short Term Lodging Association (VSTLA) to discuss zoning text amendments and the needs of the VSTLA community.

April 15, 2015 – Staff meet with the Greater Charlottesville Lodging Council at Hyatt Place to update the hotel industry on TO and get feedback on their concerns.

May 12, 2015 - Planning Commission considered a study on TOs and a Zoning Text Amendment. After consideration, the Planning Commission referred the matter for more discussion with City Council at a joint work session.

May 21, 2015 – City Council and the Planning Commission held a joint work session to discuss TO and provide an outline for staff moving forward.

July 14, 2015 – Planning Commission held a joint public hearing on a Zoning Text Amendment to address TOs by updating the Homestay ordinance. Five (5) members of the public spoke about concerns with the ordinance. A few believed the ordinance to be too restrictive and prevents owners of second homes from using their property in this manner. Other believed the ordinance will not preserve the integrity of neighborhoods. Planning Commission voted to send the ordinance, with changes, to City Council.

Budgetary Impact:

The Commissioner of Revenue anticipates a small increase in revenue over 2014 based off similar uses and increased enforcement powers.

Recommendation:

The Commission took the following action:

Ms. Keller moved to recommend approval of a zoning text amendment to Section 34-1200 and 34-1172 of the Zoning Ordinance, to allow Transient Occupancy in residential dwellings (under the term “Homestay”) with a Provisional Use Permit in every zoning district where Home Occupation is allowed as proposed with the following changes:

- Removal of the requirement to notify adjacent property owners;
- Removal of the requirement to post an evacuation plan;
- Removal of the option that Homestays can post exterior signage;
- Removal of the restriction limiting (1) permit per tax map parcel;

The addition of the word “overnight” to the definition of Homestay;
The addition of a requirement that all Homestays have working smoke alarms, fire extinguishers and carbon monoxide detectors;
The additional restricting of Homestays to (6) adults per tax map parcel;
And that City Council consider the feasibility of placing time limitations on the number of nights a Homestay can be in operation each year.

Ms. Green seconded the motion. The Commission voted 4-2 to recommend approval.

Alternatives:

City Council has several alternatives:

- (1) adopt the attached ordinance to amend the text of the City’s zoning ordinance;
- (2) by motion, deny approval of the attached ordinance for a zoning text amendment; or
- (3) by motion, defer action on the attached ordinance for a zoning text amendment.

Attachment:

- Zoning Text Ordinance
- Link to Planning Commission July 14, 2015 Staff Report
 - <http://www.charlottesville.org/index.aspx?page=3657>
- Link to City Council July 21, 2014 minutes
 - <http://www.charlottesville.org/index.aspx?page=3540>
- Link to Planning Commission December 9, 2014 minutes
 - <http://www.charlottesville.org/index.aspx?page=3549>
- Link to City Council January 20, 2015 minutes
 - <http://www.charlottesville.org/Index.aspx?page=3662>
- Link to City Council February 17, 2015 minutes
 - <http://www.charlottesville.org/Index.aspx?page=3662>
- Link to Planning Commission February 24, 2015 minutes
 - <http://www.charlottesville.org/Index.aspx?page=3680>
- Link to Planning Commission March 24, 2015 minutes
 - <http://www.charlottesville.org/Index.aspx?page=3680>
- Link to Planning Commission May 12, 2015 minutes
 - <http://www.charlottesville.org/Index.aspx?page=3680>

**AN ORDINANCE
AMENDING AND REORDAINING ARTICLE IX
AND ARTICLE X OF CHAPTER 34 OF THE CODE OF THE
CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,
TO ESTABLISH A SPECIAL CATEGORY OF HOME OCCUPATION
TO BE KNOWN AS A “HOMESTAY”**

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia, that Section 34-1172 of Article IX (Generally Applicable Regulations), and Section 34-122 of Article X (Definitions), of Chapter 34 (Zoning) of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained as follows:

CHAPTER 34. ZONING

ARTICLE IX. GENERALLY APPLICABLE REGULATIONS

Sec. 34-1172. - Standards—Home occupations.

A home occupation authorized by a provisional use permit shall be subject to the following regulations:

- (1) A home occupation shall be permitted only where the character of such use is such that it is clearly subordinate and incidental to the principal residential use of a dwelling.
- (2) In addition to the resident of the dwelling ~~unit~~, not more than one (1) other individual person may be engaged in the activities of the home occupation business on the property premises at any given time. There must be off-street parking available for this other individual staff person.
- (3) No more than three (3) customers or clients of ~~the~~ a home occupation business shall be present on the premises at the same time; for homestays: no more than six (6) adult overnight guests are allowed, per tax map parcel, per day. No customers, clients or employees shall be allowed to visit the property on which a home occupation business is conducted premises earlier than 8:00 a.m. or later than 9:00 p.m.; these hours of operation shall not apply to a Homestay.
- (4) Deliveries of supplies associated with the home occupation business shall occur only between the hours of 8:00 a.m. and 9:00 p.m.
- (5) No mechanical or electrical equipment shall be employed within or on the property premises, other than machinery or equipment customarily found in a home.
- (6) No outside display of goods, and no outside storage of any equipment or materials used in the home occupation business shall be permitted.
- (7) There shall be no audible noise, or any detectable vibration or odor from activities or equipment of the home occupation beyond the confines of the dwelling, or an accessory building, including transmittal through vertical or horizontal party walls.

- (8) The storage of hazardous waste or materials not otherwise and customarily associated residential occupancy of a dwelling with home use is prohibited.
- (9) There shall be no sales of any goods, other than goods that are accessory to a service delivered on-premises to a customer or client of the home occupation business.
- (10) With the exception of homestays: (i) a home occupation business must be conducted entirely within the dwelling, ~~or~~ an accessory building or structure, or both and (ii) not more than twenty-five (25) percent of the total floor area of the dwelling shall be used in the conduct of the home occupation business, including storage of stock-in-trade or supplies.
- (11) For pet grooming services, all animals must be kept inside during the provision of services and no animals may be boarded or kept overnight.
- (12) All parking in connection with the home occupation business (including, without limitation, parking of vehicles marked with advertising or signage for the home business) must be in driveway and garage areas on the property premises, or in available on-street parking areas.
- (13) Homestays may not have any exterior signage. For other home occupation businesses: one (1) exterior sign, of dimensions no greater than two (2) square feet, may be placed on the exterior of the dwelling or an accessory structure to indicate the presence or conduct of the home business; and (i) this sign may not be lighted; and (ii) in all other respects the property from which a ~~the~~ home occupation business is to be conducted must be in compliance with the sign regulations set forth within Division 4, sections 34-1020, et seq.
- (14) Except for a ~~the~~ sign authorized by subparagraph (13) above, there shall be no evidence or indication visible from the exterior of the dwelling that the dwelling or any accessory building is being utilized in whole or in part for any purpose other than ~~as a residential occupancy dwelling~~.
- (15) Applicants for a provisional use permit authorizing a home occupation shall provide evidence of a city business license (or a statement from the commissioner of revenue that no city business license is required), proof of payment of taxes required by City Code, Chapter 30, if any, and a certificate of occupancy or other written indication from the city's building code official that use of the dwelling or accessory building structure for the home occupation business is in compliance with all applicable building code regulations.
- (16) In addition to the provisions of (1)-(16), above, the following regulations shall apply to homestays:
 - a. An individual who applies for a provisional use permit to authorize the operation of a homestay shall present proof of:
 - (i) such individual's ownership of, and permanent residence at, the property that is the subject of the application. Acceptable proof of permanent residence includes: applicant's driver's license, voter registration card or U.S. passport, showing the address of the property, or other document(s) which the zoning administrator

determines provide equivalent proof of permanent residence by the applicant at the property that is the subject of the application.

(ii) contact information for a responsible party. If the owner is not the responsible party who will be available during the time of service, then the responsible party must be identified and must sign the application form.

- b. No food shall be prepared for or served to guests of the homestay by the owner or the owner's agent(s) or contractor(s).
- c. Every homestay shall have working smoke detectors, carbon monoxide detectors and fire extinguishers, and all such equipment shall be accessible to overnight guests of the homestay at all times. Every homestay shall comply with requirements of the applicable version of the Virginia Uniform Building Code, as determined by the City's Building Code Official.
- d. By his or her application for a provisional use permit for a homestay, an applicant authorizes City inspectors to enter the subject property, upon reasonable advance written notice to the applicant, at least one (1) time during the calendar year for which the permit is valid, to verify that the homestay is being operated in accordance with the regulations set forth within this section.
- e. Each provisional use permit for a homestay will be valid from January 1 (or such other date during a calendar year on which such permit is issued) through December 31 of the calendar year in which the permit is issued. During this period of validity, the owner of the homestay must occupy the dwelling as his or her residence for more than 180 days.
- f. A provisional use permit for a homestay may be revoked by the zoning administrator (i) in the event that three (3) or more substantiated complaints are received by the city within a calendar year , or (ii) for failure to maintain compliance with any of the regulations set forth within this section. A property owner whose provisional use permit has been revoked pursuant to this paragraph shall not be eligible to receive any new provisional use permit for a homestay, for the remaining portion of the calendar year in which the permit is revoked, and for the entire succeeding calendar year.

(17)The following are specifically prohibited, and shall not be deemed or construed as activities constituting a home occupation:

- a. Auto detailing, where more than two (2) vehicles being serviced are present on the property at any given time.
- b. Barber shops or beauty salons having more than two (2) chairs.
- c. Funeral home with or without chapel.
- d. Medical or dental clinic (other than psychiatric or psychological counseling services).
- e. Motor vehicle sales, repair, equipment installation, and similar activities.

- f. Nursing homes and adult care facilities.
- g. Offices or staging facilities for any non-professional service-oriented businesses (for example, maid services, landscaping and lawn maintenance services, construction services, etc.), except where the sole activity on the premises would be telephone order/dispatching functions and there would be no vehicles, equipment, workers, or customers on the premises at any time.
- h. Repair or testing of machinery, including internal combustion engines.
- i. Restaurants.
- j. Retail or wholesale sales, where any goods or merchandise are (i) displayed or otherwise offered or available on-site for sale or purchase, or (ii) delivered to or picked-up by purchasers on-site, including, without limitation: antique shops, sales of firearms, computer sales, and similar activities.
- k. Schools, nursery schools, and day care facilities.
- l. Veterinary clinics and animal kennels.

ARTICLE X. DEFINITIONS

Sec. 34-1200. Definitions.

...

Guest room means a portion of a building hired out for use as room used for transient lodging and which does not contain a complete set of living accommodations in which no kitchen is provided. A room which is designed or intended for occupancy by one (1) or more persons, but in which no provision is made for cooking. A guest room does not include dormitory rooms located on a college or university campus or owned or operated by a college or university.

...

Bed and breakfast Homestay means a home occupation temporary lodging facility in which an individual who owns a dwelling and uses it as his or her permanent residence operated within a residential dwelling which is owner occupied and managed—hires out, as lodging: (i) such dwelling, or any portion thereof, having no more than three (3) guest rooms within such dwelling, or (ii) a lawful accessory dwelling. And wherein food service shall be limited to.

Home occupation means any occupation or business activity which is clearly incidental and secondary to the lawful residential occupancy use of the premises as a dwelling property and which is carried on by an individual who resides within a dwelling on such property. The activities of a home occupation may be conducted, wholly or in part, only within a the main such dwelling building, or within an accessory building located on the same property.

...

Hotel/motel means a building, or portion thereof, or any group of buildings, containing or providing guest rooms used, rented or hired out to be occupied for sleeping purposes on a transient basis (i.e., by the day or week). This definition includes facilities commonly known as motor lodges, motor courts, and convention centers. The following are excluded from this definition: bed-and-breakfasts, rooming/ boarding houses, and homestays.

...

Lodging means a building, or a portion of a building (including, without limitation, any guest room) that is used or advertised for transient occupancy.

...

Occupancy, transient means the use of any building or structure, or portion thereof, as overnight accommodations for any individual(s) for any period(s) of 30 or fewer consecutive days, in return for a fee or charge. No transient occupancy shall be deemed or construed as being a residential use of any dwelling, or portion thereof.

...

Residence, permanent means residential occupancy of a dwelling unit by the same individual(s) for a period of more than 30 consecutive days.

...

Responsible party means an individual or business entity designated by the owner of a dwelling in which a homestay is conducted, who will be available 24 hours a day, 7 days a week, to respond to and resolve issues and complaints that arise during a period of time in which the dwelling is being used for transient occupancy. The responsible party must be located not more than (30) miles from a homestay at the time of a transient occupancy, so that a reasonably prompt, in-person response can be made at the homestay when necessary.

...

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 8, 2015
Action Required:	Information only
Presenter:	Catherine Lee, Strategic Planning and Workforce Development Officer, CATEC (Charlottesville Albemarle Technical Education Center)
Staff Contacts:	Catherine Lee Craig Smith, Dean of Academic Affairs, CATEC
Title:	CATEC Strategic Plan

Background:

The Charlottesville Albemarle Technical Education Center has recently completed a multi-year Strategic Planning process. In the coming months and years, CATEC will be developing five new academies that revolve around key employment areas in our local economy. The first academies to open will be the Health and Medical Science Academy and the Information Technology Academy. Ms. Lee was appointed by the CATEC board in May of 2015 to provide direction and oversight to this process.

Discussion:

CATEC is a regional technical center that provides programs for high school students, adults, and apprentices. In this role, CATEC serves as a hub for workforce development and seeks to continually meet local demand for skilled trades and technical professions. CATEC is anxious to expand its role and serve even more adult and high school citizens in the local area.

Alignment with Council Vision Areas and Strategic Plan:

CATEC directly aligns with goals 1 and 3 of the strategic plan. By providing workforce development and technical skills, CATEC is filling a need to “enhance the self-sufficiency of our residents.” Furthermore, a qualified, local workforce helps to develop a “strong diversified economy.”

Community Engagement:

CATEC is working diligently to reach out to local businesses to be able to respond to their needs. Ms. Lee and her staff have been working to develop partnerships with employers, area high schools, community colleges, and universities, as well as local government officials.

Budgetary Impact:

No budgetary impact. This presentation is for information only.

Recommendation:

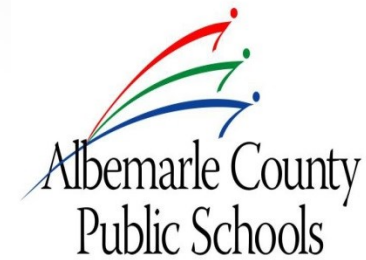
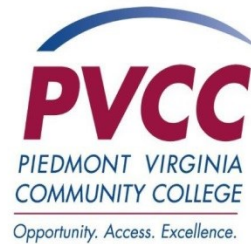
Information only. Questions and comments are welcome.

Alternatives:

Information only.

Attachments:

None.



CATEC

Charlottesville Albemarle Technical Education Center

Strategic Next Steps

Vision

- CATEC, in partnership with PVCC and major **employers**, will serve as part of the regional training ladder across a range of CTE academies designed to result in employability within regional businesses and to give access to continued post-secondary training.



Overview

- Academy Implementation Recommendations
- 15-16 New Program Recommendations
- 2015-18 Workforce Development Teams
- CATEC Program Transition Plan
- 2014-15 Operational Recommendations
- 2014-15 Board Strategic Recommendations

Academy Implementation Recommendations

2015-2016

- Health and Medical Sciences
- Information Tech/Engineering Tech

2016-2017

- Skilled Trades
- Recreation, Leisure, and Retail Management

15-16 New Program Recommendations

Health and Medical Academy



Dental



Nursing



Pharmacy



*Medical Coding

- * New programs recommended

15-16 New Program Recommendations

IT and Engineering Tech Academy



*System Security

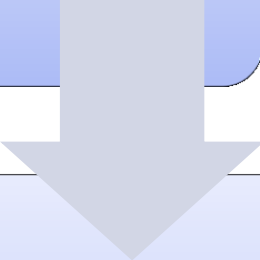


*System Networking

- * New programs recommended

CATEC Program Transition Plan

All programs currently in the CATEC program of studies will be evaluated and placed as appropriate in a new Academy model Program of Studies (POS) for 2016-17 by November 2015.



Offerings currently in the CATEC program of studies will continue to be offered as recommended in the POS for 2015-16.

2014-15 Operational Recommendations

Hire a temporary strategic coordinator

Approve the 15-16 new Academy programs

Work with current business/PVCC/CATEC stakeholder groups to establish workforce development advisory teams

Convene Advisory Teams

Advertise and Hire permanent director

Hire staff for new programs and ensure facilities and resource support

2014-15 Board Strategic Recommendations

Finalize Board strategic plan with objectives, priorities, action strategies, and KPIs to transition CATEC to a regional workforce development hub model

Establish stakeholder and Board process for renaming CATEC

Issue RFP to evaluate the current real estate value of the CATEC campus

With stakeholder input determine:

- The new Academy model facility needed to fully implement a workforce development hub (by summer 2015)
- Academy scheduling options available to students (assess interests and needs by October 2015)
- Operational decision for the two school divisions and PVCC (by summer 2015)
- Use of available funds for ADA/OCR upgrades and transitional Academy needs while moving forward to full Academy implementation by 2018-19

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DATE: 17 August 2015

TO: Charlottesville City Council

FROM: Gram Slaton, Piedmont Council for the Arts

RE: "Create Charlottesville/Albemarle" Cultural Plan

Dear Council Members:

As per discussion with Mayor Huja after the final establishment of the City arts grants awards this past spring, I am submitting for your review a detailed progress report on the individual items scripted into the 2013 "Create Charlottesville/Albemarle" cultural plan document. The Mayor suggested that it would be appropriate to make such progress reports on a quarterly basis, and I am pleased to bring you the attached spreadsheets as an initial report for your consideration and further discussion.

The spreadsheets are dominated by a "red - yellow - green" scheme to show the progress towards completion of each goal, augmented by other colors that indicate that further information is required, conversation is pending, or that there is a lack of clarity or ability to ascertain what the goal is actually seeking to answer. There is a use of abbreviations for certain recurring parties or programs, such as PTC for "Play The City," the two-year initiative funded by the National Endowment for the Arts.

My hope is that this initial progress report will provoke interest in arranging one-on-one follow-up discussions with each of you, particularly as achieving success with the requests within Goal Six (Cultural Infrastructure) may prove to be key to accomplishing much of the requests in the other five goal areas. I would welcome the opportunity to arrange such meetings for you, and can make myself available to suit your scheduling needs.

Finally, over the course of the past seven months I have struggled - as have many other community members I have spoken with - to establish a context for the cultural plan to exist within that can add true substance to our arts ecosystem in Charlottesville and Albemarle County. Ultimately, I feel that the desires scripted in this document were a strong first step in indicating the need for a larger and fully-comprehensive cultural plan for our area. I have taken the liberty of exploring some ideas in this regard that I am also anxious to share with you.

Thank you all again for your faith and investment in Piedmont Council for the Arts and our ability to guide this document to its maximum implementation. Please know that we are working hard to make our exceptional cultural community even more so, for the benefit of all of us.

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN					
Strategies and Outcomes Assessment					
			Relates To/ Matches With	Partner Entity	Notes
			Status		
GOAL 1: DIVERSITY AND INCLUSION					
<i>1. Emulate and build on successful local engagement</i>					
	a. Review cultural plan assessment: Arts programmers learn about locally successful programs and potential partners as identified in the cultural plan and assessment.		Ongoing		Cultural plan review is ongoing and should stay so until 80% complete.
	b. PCA as hub. To catalyze program partnerships and information sharing, PCA serves as informal liaison between groups and individuals seeking connections for arts engagement purposes.		Ongoing	ALL	This is rather at the heart of what an arts council does.
	i. PCA programs, directories, Cityspace exhibitions and Community Arts Education Handbook act as conduits for information sharing.		Underway		Arts/Cultural Education Handbook redrafted and published online, July '15. Venue handbook underway. Cityspace exhibitions booked to 2016 and is ongoing.
	c. Share best practices: Professional development programs and networking events allow groups and individuals to make recommendations to organizations.		Underway	ALL	May 6 event took on best practices for three inclusion groups. Variations on this seminar should take place every year or two years moving forward. More development programs in process for 2016.
	i. Cultural organizations are encouraged to follow the best practices identified during cultural plan assessment: focus on children, start small, take risks, education new audiences, provide participatory experiences, cultivate personal relationships, invest in communities over time, and be sensitive to costs for partnering organizations.		N/A	ALL	Not sure how this is supposed to go from desire to action; outcome is largely tied to completion of other goals further on. This could be tied into a revamped arts grants program administered by PCA.
	ii. PCA incorporates a focus on diversity and inclusion strategies into existing professional development and networking programs.		Underway		May 6 event took on best practices for three inclusion groups. Variations on this seminar should take place every year or two years moving forward. More development programs in process for 2016.
	iii. Agencies serving diverse populations are encouraged to inform PCA of best practices for communication and partnerships to help make recommendations available to the arts and cultural community.		Learn More		This is partially satisfied by the May 6 event, but what other agencies and entities could be resourced?
	iv. CNE and CACF help identify and share best practices for diversity and inclusion, both within and outside the cultural sector.		Underway	CNE	PCA working with CNE directly, including planning a seminar event on "Impact Map"; not sure how CACF fits into this as a best-practices advocate.
	d. Support VSA accessibility work: VSA C'ville/Alb continues to serve as leader, resource, and potential partner for increasing arts and cultural engagement opportunities for individuals with disabilities.		Ongoing		
	i. VSA continues to offer programming and events through the City of Charlottesville's Therapeutic Recreation Program.		Ongoing		
	ii. VSA explores opportunities to partner with PCA to share best practices with arts and cultural leaders for extending a warm welcome to individuals with disabilities.		Underway	VSA	May 6 event takes on best practices for three inclusion groups. Variations on this seminar should take place every year or two years moving forward.
<i>2. Measure success</i>					
	a. Develop measurement systems: Arts and cultural groups can best monitor audience makeup and audience experiences by developing and using effective measurement systems.		Unclear	ALL	Possibly could be fulfilled through PCA taking over ABRT process and providing EOY success measurements.
	i. Groups may create their own measurement systems or use outside expertise to support this work. A collaborative funding proposal for shared audience research systems may be pursued by umbrella groups, such as PCA or the Central VA Theatre Alliance.		Learn More	CNE	"Impact Map" tool developed by CNE; may be something PCA can deliver through a seminar in 2015-16.
	ii. Organizations participate in an annual electronic "accessibility audit" administered by PCA to help arts and cultural groups measure progress toward diversity and inclusiveness.		Not Started	ALL	Probably a good project for July/August 2016, after seasons are safely completed and assessed.
	iii. PCA shares audience research protocols with arts and cultural groups and explores offering professional development opportunities to train groups on audience research methods.		Not Started		
	iv. PCA shares aggregate audience and program data as appropriate.		Not Started		
	b. Share best practices for program evaluation: CNE continues to partner with PCA to provide program evaluation training and resources to arts and cultural organizations.		Not Started		
	c. Encourage measurement and evaluation through funding criteria: Public and private funders establish funding criteria for arts and cultural organizations' inclusiveness and engagement efforts.		Not Started		Ability to influence private funders with this information would best be done in conjunction with CACF.
	i. Align evaluation measures with funding criteria so that grant seekers plan to achieve and measure results the funders intend.		Not Started		
	ii. Funders are encouraged to collaborate on or share the development of criteria with arts and cultural groups.		Unclear		
<i>3. Marketing</i>					

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN					
Strategies and Outcomes Assessment					
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GOAL 1: DIVERSITY AND INCLUSION					
	a. Embrace non-traditional marketing strategies: Arts and cultural groups adapt marketing strategies to include recommendations identified in cultural plan assessment.		Underway	ALL	May 6 event took on best practices for three inclusion groups. Variations on this seminar should take place every year or two years moving forward. More development programs in process for 2016.
	i. Encourage new audiences to attend unfamiliar arts events by sharing more information about what to expect; encourage them to return by providing opportunities for discussion after programs.		N/A	ALL	
	ii. Translate marketing materials into Spanish to better attract Latino audiences.		N/A	ALL	Success of this block of goal items is dependent on groups actually implementing them. Unsure how PCA is supposed to influence recalcitrant groups to adopt these practices, other than through serving as governing agency for City arts grants monies.
	iii. Cross-market with non-related events.		N/A	ALL	
	iv. Work with radio program directors and call-in programs.		N/A	ALL	
	v. Work with schools and afterschool programs to communication with families.		N/A	ALL	
	vi. Include artists in the conversation.		N/A	ALL	
	b. Educate arts and cultural leaders about audience needs: Arts and cultural groups seek opportunities to develop expertise in marketing to diverse audiences and to ensure that programming is relevant to and reflective of the entire population.		Underway		
	i. CACVB funds training in diverse-audience marketing.		Inquiry Out		Input from Kurt Burkhart solicited on April 24
	ii. PCA-sponsored roundtable discussions and Creative Conversations for arts and cultural Executive Directors or Marketing Directors feature presentations from non-arts-community representatives.		Unclear		Who are the non-arts-community representatives that could be genuinely informative in this regard? This may be referring to non-Caucasian/VSA/other audience representatives.
	iii. Arts and cultural leaders consider programming in relation to diverse audience feedback provided through research strategy above.		N/A		
	c. Build diverse community leadership for arts participation.		Unclear		Some of this is being done through PTC but how to create follow-through from general arts community?
	i. Develop coalition for communities' access.		Unclear		What does this mean?
	ii. Recruit neighborhood liaisons to support communication with diverse communities.		Unclear		Who does this? PCA? Each group? How to share?
	iii. Identify and collaborate with "arts ambassadors," such as local artists or arts-engaged students from diverse populations, to build networks.		Unclear		Perhaps PCA can coordinate a roundtable between arts orgs and representative persons - may be achievable.
4. Programmin					
	a. Diversify programming strategies: Arts and cultural groups heed recommendations identified in cultural plan assessment and task force work.		N/A	5.7.a.v.	Unactionable. Desired outcome, but impossible to implement except possibly through City funding requirement
	i. Program short segments in non-traditional settings, such as string quartets in diners or dance performances in grocery stores.		Unclear		This seems like an appropriate desire for action within a festival situation, as happens at Edinburgh, but would require an overarching activity coordinator to create and implement this. Otherwise, it requires individual organizations to choose to do this on their own with questionable longterm impact.
	ii. Explore crossover programming, such as adding Latin music to a classical bill.		Unclear		Ask C'ville Symphony and Tuesday Evening, et. al, about this.
	iii. Offer free outdoor performances, such as local gospel showcase in parks.		Not Started	5.6.b.	This could be accomplished by City Parks & Rec.
	iv. Offer more all-ages, alcohol-free cultural programs and more gathering places for teens.		Not Started		This could be accomplished by City Parks & Rec.
	v. Offer more dance programming, such as visiting performances by Alvin Ailey.		Unclear		The majority of dance programming requires underwriting and funding support. How to develop a case for the risk of this presenting type?
	b. Increase visibility of culturally diverse and traditional art forms: Seek opportunities to showcase culturally diverse traditional art forms, reflective of the population of C'ville/Alb.		Unclear	5.7.a.vi.	Which agency or agencies should run point on this?
	i. Grow or expand participation in and awareness of the C'ville Festival of Cultures.		Inquiry Out		Input from Kurt Burkhart solicited on April 24. Not sure what agency would be responsible for participation.
	ii. Learn from the International Rescue Committee (IRC) about cultural activity in the international refugee population, such as the Refugee Women's Craft Cooperative.		Not Started	5.6.e.	
	iii. Ask non-artist community members how they express themselves and showcase the responses to generate public awareness of diverse creative ability.		Not Started		
	c. Enrich jazz programming: Develop and market jazz music education programming.		Unclear		Which agency or agencies should run point on this?
	i. Utilize existing resources identified in assessment, such as master classes at the JSAAHC.		Send Inquiry	5.6.c.ii	Ask Andrea Douglas

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN					
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GOAL 1: DIVERSITY AND INCLUSION					
	ii. Charlottesville Jazz Society may explore expanded programming or partnerships.		Send Inquiry		
	d. Think beyond the fine arts: Offer and promote cultural experiences outside the fine arts such as comedy, rap, fashion, graffiti, flow poetry, step and improvisational dance, cuisine, storytelling, etc., to encourage broader welcome and participation.		Underway		PCA has been promoting flow poetry and storytelling in 2015. Also PTC programs engaged in this. Needs to expand beyond a limited scope of projects.
	i. Identify, engage, and provide platforms for artists, especially high school students, pursuing non-mainstream and new genres in music.		Ongoing		This is what Music Resource Center does.
	e. Engage diverse artists: Increase visibility and engagement of diverse artists in all genres.		Unclear		Which agency or agencies should run point on this?
	i. PCA continues to convene Artists Roundtable groups and recruits diverse local artists to participate.		Underway		Who is the point person for the monthly meetings?
	ii. Live Arts, PVCC, and other organizations share best practices for engaging diverse artists.		Not Started		
	iii. UVa and PVCC assist in attracting, training, and retaining diverse artists in the community.	4.4.b.	Not Started		PCA should send inquiries to each.
	f. Involve youth: Encourage and celebrate youth involvement in the arts with mentorships, internships, and summer work programs.	1.6.c.	Ongoing		All underway and in the process of evolving. The County schools offer "Fine Arts Pathways," which is a three-year graduated approach to arts cultivation for students; this program is also of interest to the City's arts administrator.
	i. PCA continues to offer Rising Stars Awards program to high school arts students.		Ongoing		
	ii. PCA shares information about and encourages high school and college internships through the existing Arts Reach online directory.		Ongoing		PCA also has redeveloped the Arts & Cultural Education Handbook as a standing guide, to work in conjunction with Arts Reach.
	iii. Local artists volunteer for arts mentoring roles and continue to collaborate with youth service and arts education organizations.		Underway		Both City and County school arts admins agree that this is underway but could be much more developed. Good collaborations with C'ville Symphony, Bridge PAI, Second St Gallery. PCA could develop a directory of teaching artists as a way of helping to advance this for schools.
5. Full participation					
	a. Facilitate transportation: Explore ways to alleviate transportation barriers, such as bus passes, youth art bus, or artmobiles.		Not Started	several artmobile goal mentions	
	b. Prepare new audiences: Support full participation for new audiences by sharing more information about what to expect at arts events.		Not Started		
	c. Provide participatory experiences: Deepen audience engagement through inclusive, hands-on activities.		Unclear		This may be going on at Paramount and other venues; need to check.
	i. Offer "behind the scenes" access, audience-led programming, post-program discussions, and opportunities to meet artists.		Unclear		This may be going on at Paramount and other venues; need to check.
	ii. Encourage underserved audiences in particular to take advantage of such engagement opportunities.		Unclear		This may be going on at Paramount and other venues; need to check.
	d. Work with neighborhoods: Provide opportunities to bring artists and arts programming into underserved communities to reduce barriers to participation, support social bonding, and encourage creative expression.		Underway		Being done through PTC; could be expanded by Live Arts and others?
	i. Encourage new partnerships between arts groups and social service organizations, neighborhood centers, or faith-based groups.		Underway		Being done through PTC; could be expanded?
	ii. Utilize neighborhood liaisons and arts ambassadors as outlines above to organize and promote new programming.		Underway		Being done through PTC; could be expanded?
	iii. Explore artmobile concept to bring artists, exhibitions, instruments, and performances into underserved neighborhoods.		Not Started	several artmobile goal mentions	Which agency or agencies should run point on this?
	iv. The Bridge PAI will coordinate a residency program that places artists in mobile studios to creatively engage with local neighborhoods.		Not Started		Not aware of The Bridge moving forward with this program.
6. Deep diversification					
	a. Encourage new leadership: Utilize the CNE Board Development Academy as a resource for training younger people and people of color for nonprofit governance work.		Ongoing	CNE	Working with Cristine's team at CNE (Cindy) on this.

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN					
Strategies and Outcomes Assessment					
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GOAL 1: DIVERSITY AND INCLUSION					
		b. Inspire arts volunteerism among existing leaders: PCA's Executive Directors Meetup partners with C'ville Chamber's Minority Business Council to inform community leaders about the arts community and related board leadership needs and opportunities.	Not Started		
		c. Engage youth leaders: Arts groups elicit feedback from youth artists and audiences and consider engaging them in leadership roles to increase sustainability, awareness, and adaptability of plan goals for diversity and inclusion.	Not Started	1.4.f.	

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN					
Strategies and Outcomes Assessment					
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Status					
GOAL 2: ARTS EDUCATION AND YOUTH DEVELOPMENT					
<i>1. Leadership/Expand and empower PCA as the umbrella arts organization</i>					
	a. Advocate for arts and humanities education: Develop and promote compelling language to communication importance and relevance of arts and humanities education.	Underway			Doug Granger @ County school system developing this language, based on conversations with Aaron Eichorst and PCA, 7/10/15.
	b. Share arts learning opportunities: Enhance PCA's online arts education resources to help reduce redundancy, increase collaboration, and build on existing strengths.	Planned			BAMA grant for 2016 would address part of this; need to focus on building collaborations between educators.
	i. Expand resources to include more teaching artists and detailed information about their experience working with youth, background checks, etc.	Not Started			
	c. Support teaching artists: Advocate for compensation to teaching artists to account for necessary creative expertise and help sustain arts education.	N/A			Only supportable as part of general advocacy for arts education.
	i. Explore centralized coordination of background checks and/or vetting process for teaching artists and arts mentors.	N/A			Not an appropriate request for PCA, as it carries with it too high a criminal liability if such background checking fails.
<i>2. Out-of-school learning</i>					
	a. Emulate and build on successful programming: Arts programmers utilize program models and best practices of groups and individuals identified in cultural plan assessment that provide successful out-of-school programming in C'ville/Alb, such as Music Resource Center, Light House Studio, and Computers 4 Kids.	Not Started			Good subject for a seminar program during 2015-16
	b. Develop a coalition proposal: Organizations collaborate to create a proposal for the CACF to fund coordination of out-of-school time arts programming.	Send Inquiry			Inquiry should be sent to CACF to see if this matches up with new granting profile.
	i. Help arts outreach programs connect with youth.	Unclear			Perhaps best answered through collaborative granting proposals, such as the 11/14 idea of youth and UVA grounds biology study (trees).
	ii. Connect programs to spaces, e.g., JSCC and Carver Recreation Center, McGuffey Art Center, Free Speech Wall, UVa, and PVCC facilities.	Ongoing			
	iii. Encourage teaching artists to connect with youth development organizations, neighborhood centers, and outreach programs.	Ongoing			Is this PCA? City Parks & Rec? Who?
	iv. Encourage arts programming during summer and weekend hours.	Unclear			City Parks & Rec for summer? Who for weekend?
	c. Expand Parks and Recreation arts partnerships: Collaborate with P&R departments to expand collaborative arts projects, building on successful Storyline Project programming during C'ville's Camp EXL.	Underway			Storyline revived in Summer 2015 with mixed success.
	i. Include partnerships with organization such as Ash Lawn Opera (existing) and Kluge-Ruhe.	Unclear			Conversation with City P&R?
	ii. Suggested programming and teaching artists include Blues workshop with Jamal Millner, music production with Damani Harrison, music festival with other musicians in various genres.	Unclear			Conversation with City P&R?
<i>3. Coordination with City and County schools</i>					
	a. Incorporate arts in curriculum: Make arts and humanities core parts of local schools' curriculum.	Ongoing			
	i. Encourage jazz history and improvisation instruction as part of the arts curriculum.	Underway			County offers a 5-day Fine Arts Academy for jazz training; City has not developed a formal jazz improvisation program yet.
	ii. Encourage poetry writing, possibly in partnership with WriterHouse or other local writers.	Underway			Both WriterHouse and Tupelo Press are engaged in poetry and other creative writing offerings for teens.
	iii. Encourage arts-related uses of digital media labs as part of technology class offerings.	Learn More			This seems to be going on at STAB and at MRC; C4K also participating in this. Need to learn about public schools.
	b. Align arts education with learning goals: Help artists and organizations integrate SOLs into programs.	Underway			City schools are adhering to SOL guidelines, whereas County schools have formally moved away from using SOL guidelines to direct teaching initiatives.
	i. Enhance Artist Residency program that already exists in County school system, as well as similar program in the City schools. PCA explores partnering with the C'ville Sister Cities Commission to expand the Artist Residency program with C'ville City Schools.	Learn More	1.4.f.iii.		
	c. Assess arts learning: Facilitate assessment of student learning in the arts and the benefits of arts education.	Ongoing			This would seem to be the work that Aaron Eichorst does.

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN					
Strategies and Outcomes Assessment					
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			Status		
GOAL 2: ARTS EDUCATION AND YOUTH DEVELOPMENT					
	d. Share resources: PCA continues to provide arts resource database to schools and teachers through an enhanced Community Arts Education Handbook.		Ongoing	1.1.b.i.	
	i. Arts groups emulate successful partnership programs, such as the Music Resource Center's work to teach hip-hop dance instruction during gym class in C'ville schools.		Ongoing		Each arts organization seems to have a participation model that works for both them and the school systems, according to Granger and Eichorst. The evolution of these programs is continuous and changes as the programs and funding for them change.
	e. Inform teachers: Include arts resources in classroom teacher orientations and handbooks.		Underway		Arts & Cultural Education Handbook is published online; databases need to be developed as per Granger/Eichorst.
	f. Provide mentoring opportunities: Connect with community artists or UVa arts students who can serve as mentors for City and County students, i.e. suggested program Musical Mentor Match to pair area musicians with under-resourced students who cannot afford private lessons.		Underway		UVa has been partnering with City of Promise; other groups also have been building initiatives in the City. County initiatives are ad hoc and need better process and universality to all schools and students. The feeling is that this is in the very early days of developing from both the schools and artists.
	g. Scholarships: Explore scholarships for private lessons in the arts, starting in upper elementary grade levels.		Underway		
4. Facilitate transportation to arts experiences					
	a. Explore youth transportation options: Work with Parks and Rec to explore transportation options for bringing youth to arts programs and events, perhaps modeled on Fun Bus.		Not Started	several artmobile goal mentions	City P&R
	b. Subsidize public transportation for arts outings: Explore ways to offer CAT bus passes or reimbursement for low-income youth and families to attend arts programs.		Not Started		
	c. Bring art and artists to youth: Develop artmobiles to bring artists and arts experiences to youth, possibly modeled on Art On Wheels (Richmond)		Not Started	several artmobile goal mentions	
	i. UVa may pursue funding for artmobile to join arts education resources and programming with youth in community and school groups.		Send Inquiry	several artmobile goal mentions	Ask Jody Kielbasa if this is still in UVa plans.
5. Targeted marketing					
	a. Use radio promotion: Promote events through commercial and noncommercial radio PSAs, enhancing community outreach and Uva-community collaborations already in existence at WTJU and other local radio stations.		Underway		Rules on PSAs have changed and radio stations are no longer compelled to grant unpaid airtime as before. WTJU being explored. Have been pitched by WINA.
	b. Advertise on buses: Build on the Poetry in Motion program to collaborate with CAT to explore arts marketing opportunities on interiors and exteriors of buses.		Underway		Some events have been able to access older vehicles in bus fleet for creative marketing; needs to be developed into a more formal program that CAT offers arts NFPs.
	c. Collaborative advertising: Pursue collaborative advertising and marketing opportunities to cross-pollinate family audiences.		Not Started		
	d. Harness social media: Promote events through social media networks to reach young adults and share background information about events to encourage first-time attendance.		Ongoing		
	e. Text alerts: Explore text alerts for reaching parents who use cellphones for primary communication.		N/A		Text alerting was a concept that never caught on with the public.
6. Sustained or Expanded Programming					
	a. Expand seasonal programming: Explore ways to extend short-term arts education opportunities, such as festivals or special projects, throughout the year.		Underway		LOOK3 and VFF seem to be doing a great job of this. What other groups/events?
	i. Virginia Foundation for the Humanities will expand VA Festival of the Book programming to engage youth during the academic year.		Send Inquiry		Ask Jane Kulow about this.
	broaden partnerships: Existing successful programs seek funding to reach more youth through additional partnerships or more teaching artists.		Unclear		Redundant with above, except as a wish instead of a goal.
	c. Maximize facilities use: Explore use of available facilities during summer months and weekends.		Not Started		
	d. Utilize UVa resources: Take advantage of UVa's free arts programming, arts facilities, and student volunteers to implement arts education and youth development strategies.		Underway		Conversations with Jenny Mays on 4/21/15 about VFF and other UVa programs being opened up to disadvantaged kids.

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GOAL 3: MARKETING AND CULTURAL TOURISM						
<i>1. Professional development</i>						
	a. Share best practices: Discuss and build skills on marketing topics such as social media, Google mapping, audience research, and marketing to diverse populations.	Underway		ALL	ED, AD	May 6 event included a roundtable discussion on effective new marketing.
	b. Build networks: Create regular opportunities to connect and share projects and initiatives, explore partnership opportunities, and encourage collaborative marketing approaches.	Ongoing		ALL	ED	Executive Directors' group, 2030 Board, Art Drinks, Implementation Committee, and other initiatives all ongoing.
<i>2. Online calendar</i>						
	a. Research calendar options: Explore and price options including improving an existing calendar or purchasing a calendar subscription service.	Ongoing			AD, ED	Listings application; Outreach Classes/Education calendar, new PCA website. Two out of three completed by August 2015.
	b. Develop collaborative funding proposal: Build a coalition between PCA and CACVB to apply for VA Tourism Corporation grant to implement, sustain, and market calendar system.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	c. Manage calendar expectations: Recognize that diverse sources of media are part of the cultural landscape and "outlet allegiances" are unavoidable.	Ongoing				Not sure what the latter language is referring to, but PCA, Cville Weekly, and SceneThink have completed development of a new online and mobile platform for an electronic calendar that is open to all at no expense.
	d. Offer curated event promotion: PCA, UVa, CACVB, and others will continue to provide curated selections of event offerings through e-newsletters, such as PCA's Arts In Your Inbox.	Ongoing				See above
<i>3. Hospitality partnerships</i>						
	a. Partner with tourism agencies: Work with CACVB and VTC to better integrate arts and culture into ongoing marketing efforts.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	i. Develop packages to coincide with festivals.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	ii. Encourage organizations to apply for collaborative marketing funds through the VTC.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	b. Produce marketing materials: Better inform visitors and newcomers about arts and cultural offerings in C'ville/Alb and surrounding area.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	i. Create hospitality and real estate staff materials.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	ii. Create guest information resources and in-room video calendars.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	iii. Translate key publications into common visitor languages.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	iv. Distribute materials statewide, i.e. at travel rest stops.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	c. Inform hospitality liaisons: Offer hospitality staff orientations about arts and culture in C'ville/Alb, possibly through a partnership between PCA and CACVB.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	d. Promote to convention and meeting groups: Collaborate with CACVB to inform convention and meeting groups about arts and cultural offerings, emulating or expanding successful gallery tours provided to spouses of CFA Institute Annual Conference attendees by BozArt.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	i. Distribute materials to convention and meeting groups.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	ii. Offer gallery tours.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	iii. Explore tickets packages for groups.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	e. Share knowledge: Designate downtown mall ambassadors.	Unclear				In Jacksonville FL, this is a paid p/t employee program of the City. Approach City government about instituting a similar program?
	f. Encourage accessibility: Survey and convey ADA-accessible sites.	Not Started			ED	
<i>4. Market research</i>						
	a. Seek funds: Pursue funding for collaborative market research, possibly from CACVB, VTC, or City and County.	Inquiry Out				Input from Kurt Burkhart solicited on April 24
	b. Collect data: Administer audience intercept surveys at events, possibly in partnership with UVa Arts Administration undergraduates.	Planned				This kind of exit data is usually the responsibility of the venue and not through a third-party like PCA or CACVB. VA Film Festival has apparently used a hired liaison with UVa student helpers to do this work. PCA will do this as part of Arts & Economic Prosperity V data gathering in 2016.
	c. Interpret data: Process and analyze data to learn about arts and culture audiences and their needs.	Not Started				Sounds like this would need to utilize an independent third-party to ensure authenticity.
	d. Share data: Collaborate with PCA and UVa to share audience data among arts programmers as feasible and useful.	Unclear				Goal needs to be stated clearly: Is it a third party collaborating with PCA and UVa, or calling for collaboration between the two? What is the end result? Is this answered through AEP-V?

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GOAL 3: MARKETING AND CULTURAL TOURISM							
5. Showcase art, performances, and oral history							
	a. Encourage ongoing events: Enhance support for and expand successful programs, such as First Fridays gallery openings, Fridays After Five live performances, and PVCC's Let There Be Light event; and use them to promote other arts opportunities	Unclear					This is a bit of a jumble as a goal, involving multiple parties using multiple approaches. PCA is better promoting all through upgrade of its website and event listings. Growth of programs would appear to be up to City, Red Light, and schools.
	i. Explore possible expansion of successful First Fridays events; suggestions include: more venues, more diverse audiences, hands-on activities for families, transportation to less central galleries, live performances, more partnerships with food/wine industry, centralized access to maps and information about galleries and artists, and Saturday morning gallery talks, etc.	Unclear					As with above, a bit of a jumble. City/Red Light would appear to be the natural drivers of this goal, with PCA in coordination and awareness support. Galleries are failing or closing in downtown, endangering First Fridays as a continuing concern. First Fridays participants not enthused about other media/artform expansion.
	b. Add arts components to community events: Consider arts expos/showcases on stage at existing community events, such as the C'ville City Markets.	Unclear					This seems to be happening organically. Future City Market plans include performance stage, I believe.
	c. Showcase artists: Encourage artists in residence opportunities, en plein air painting, and live outdoor music and theater performances.	Underway	5.6.a.				Plein Air event discussed as an idea with MAC; waiting for a receptive response. TTFF utilizes local artists, as does FAF.
	d. Visual arts and/or crafts festival: Expand the successful Crozet Arts and Crafts Festival and smaller events such as holiday craft fairs.	Underway					Crozet A&C Fair has a new ED hired specifically to make these sorts of improvements.
	e. Celebrate place and history: Showcase C'ville/Alb's rich histories and bright future through crowd-sourced stories, oral histories, geocaching, and neighborhood maps.	Not Started					
	i. Expand or emulate successful projects such as Audio Tour of C'ville, Peter Krebs' Monticello Road Project, and the Ghost & Murder Walking Tour.	Unclear	5.7.a.i.				Met with Mary Joy Scala about ATC, 5/1. Problems with developing the program further due to lack of human and media resources; this may be something that could be corrected by PCA taking it on through its website (hidden or visible page). MJS unclear as to what the goal is actually asking for, and suspects that her intern, who was involved in the Cultural Plan, may have drafted this goal.
	ii. Collaborate with UVa Scholars' Lab and the VA History Lab to gather and share information about historic neighborhoods, e.g., Vinegar Hill, Fifeville, and Ivy Creek.	Underway					Some of this is being done through the UVA School of Architecture as part of PTC but would benefit from expansion with these listed parties.
6. Critical reviews							
	a. Identify talent: Attract and retain professional art critics in all disciplines through employment opportunities, networking, and/or possible collaborations with UVa and PVCC.	N/A					This would indicate a paid position with established media; not a goal that PCA is likely to positively influence.
	b. Expand coverage: Offer regular arts review columns in traditional media outlets.	N/A					See above.
	i. Cover diverse range of events, including non-repeating performances.	N/A					See above.
	ii. Offer opportunities for community feedback to encourage critical dialogue.	Unclear					PCA could possibly incorporate this into our social media; however, it doesn't come without risk and constant filtering.
	c. Encourage electronic forums: Supplement traditional media with online forums for reviews and critical responses, e.g. C'ville Art Blog.	Underway					The C'ville Art Blog doesn't appear to be very successful. Possibly utilize George Sampson's dept at UVa to run an arts blog? Nailgun Media seems to be tackling this for contemporary music.
7. Directories, maps, and passport programs							
	a. Improve Gallery Guide: Collaborate with publisher of existing Gallery Guide to improve this important marketing resource.	Learn More					
	i. Update Gallery Guide regularly to ensure accuracy.	Learn More					
	ii. Expand Gallery Guide to work toward comprehensiveness.	Learn More					Before getting into the pros and cons of these goals, are they even relevant any longer? There has been a tremendous exodus of galleries from C'ville over three years. Is this a publication put out through CACVB?
	iii. Collaborate with graphic designers to enhance attractiveness of current resources.	Learn More					
	b. Increase awareness of transportation options: Provide better promotion of public transportation, in particular the CAT Free Trolley, as a way for residents and visitors to travel to and from arts and cultural programs.	Unclear					PCA can assist in broadcasting this message through a page of its website, but this would appear to be more CACVB or CAT as a responsible party. PCA could build this into its website along with maps, etc.
	c. Arts and culture passport program: Consider expanding or emulating the passport system used by historic sites to encourage visits to multiple arts and culture attractions.	Inquiry Out					Input from Kurt Burkhart solicited on April 24
	d. Arts and culture map: Consider expanding or emulating the Artisans Trail Network map to support wayfinding for arts and culture attractions, including arts in all disciplines and regional geographic scope.	Not Started					This might be the project to submit for funding through VTC. Artisans Center of VA likely third partner in this project.
	f. Encourage partnerships for audience development: Pursue partnerships with and within arts and cultural groups.	Not Started					

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GOAL 3: MARKETING AND CULTURAL TOURISM							
		i. Share best practices and emulate successful arts outing programs for employees of C'ville/Alb businesses, such as current program offered by LexisNexis.	Not Started				
		ii. Pursue possible collaboration between Martha Jefferson Hospital's arts programs and Kluge-Ruhe.	Unclear				Is the intent that PCA should serve as a broker on this, and is there genuine interest between the two parties? Physical proximity seems to be the driver for this goal.
		iii. Pursue collaboration or cross-programming with popular events such as Historic Garden Week, Heritage Harvest Festival at Monticello, Restaurant Week, and the many festivals.	Not Started				This could be the subject for a PCA-sponsored seminar, or it could be the perfect place to introduce a Plein Air type of event. Partner with Beverley Street Studio School (Staunton)?
		iv. Pursue possible collaboration with UVa to better promote C'ville/Alb cultural life to students, parents, alumni, faculty, staff, and recruits.	Underway				PCA has started on this through its association with OpenGrounds. For more coordinated/hard promotion, the UVa liaison is the Assistant to the Vice Provost for the Arts (Emma McQuade for Jody Kielbasa). UVa is developing a new Arts Grounds website which may offer possibilities. A group ad is also possible for SmartFlyers, which Emma sent a template for.
8. Electronic media							
		a. Offer electronic resources: Produce online and mobile versions of Gallery Guide, First Fridays gallery roundup and map, Art In Place maps, and bike and walking tours.	Underway				See above 3.5.e.i. Walking Tour could replace First Fridays app if First Fridays continues to erode as a formal program.
		b. Expand audio tours: Collaborate with Audio Tour Charlottesville to expand offerings.	Underway				See above.
		c. Utilize RSS feeds and text alert: Expand systems for disseminating arts-related and events information.	N/A				My sense is that this is, at this point, old technology and no longer used.
		d. Work with local radio stations: Develop segments or programs devoted to arts and culture, historic sites, and agritourism.	Unclear				WINA and WNRN both are involved in this kind of promotion; how to convince them to expand it to a regular feature or show?
		e. Maximize presence of arts and culture on public access television.	Learn More				
9. Kiosks							
		a. Designate the PCA office in Cityspace as the Downtown Mall arts information kiosk/desk.	N/A				A physical kiosk should be placed on the mall - put the information where the people are.

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GOAL 4: ARTISTS/CREATIVE WORKERS							
<i>1. McGuffey planning</i>							
	a. Strategic planning: The City should renew McGuffey's lease in June '13 for a transitional period of one year, allowing time for a working group of McGuffey leaders and community allies to develop and present to the City a plan to improve the arts center based on cultural plan priorities, artist and additional community input, and review of other models (e.g. Arlington Arts Center). PCA serves as an advisor in the planning process for McGuffey.		Underway			ED	Lease was renewed; should be up for renewal or replacement in June 2016. PCA is working with City staff and finding possible models for a new MAC, but it may require complete restructure of the present model.
	b. Strategy implementation: McGuffey artists will respond to transitional period of strategic planning by implementing improvement strategies as recommended.		Underway				Very much in process. MAC's plan may not fully align with City's desires for a reordered MAC. Discussion needs to take place.
	c. Ongoing evaluation: The City will review and evaluate McGuffey Arts Center's progress toward meeting strategic goals on an annual basis, advised by community members with expertise in the arts, i.e. review panel for arts grants.		Underway			ED	PCA has made itself available for City staff about this.
<i>2. Centralize leadership and coordination</i>							
	a. Professional development: PCA will enhance and better promote its professional development programs for artists, i.e. Law and the Arts seminars.		Underway				May 6 seminar was a good start; three other programs are listed in Projects.
	i. Increase the number and diversity of artists who receive information about professional development programs.		Not Started				This will require a concerted recruitment effort
	ii. Continue to survey artists to ensure that professional development programming is reflective of diverse artists' needs, i.e. many disciplines, stages of career, professional goals.		Not Started				
	iii. Share information about other professional development opportunities, such as grant workshops offered by CNE, portfolio review offered by LOOK3, etc.		Ongoing				PCA online publications regularly are used for this purpose.
	iv. Pursue cross-marketing opportunities to promote programs beyond PCA's own contact lists.		Not Started	see marketing			
	v. Explore the possibility of creating a longer, more in-depth professional development intensive course, modeled on the Community Investment Collaborative program.		Learn More				
	b. Networking: PCA will expand and better promote its networking programs for artists and creative professionals.		Underway				2030 Board is a first step in this.
	i. Expand successful Artists Roundtable programming to help more artists connect with other creative professionals in a mentoring capacity		Learn More				
	ii. Collaborate with Senior Center to ensure responsiveness to needs of older "emerging" artists, such as exhibition and performance promotion, mentoring, and professional development.		Not Started				This may be an area where Sarah Blech and VSA have made inroads. Talk to Peter Thompson at the Senior Center as well.
	iii. Continue successful Art Drinks programming and explore the possibility of expanding it to include an Albemarle County series of Art Drinks events.		Ongoing				July Art Drinks occurred at new Arts Depot facility in Crozet.
	iv. Pursue partnerships with other organizations, such as New City Arts, C'ville Chamber, or social service nonprofits, to provide networking opportunities with other key groups, i.e. business, education, funders.		Not Started				This may require having a conversation with Toan Nguyen and other interested community players.
	v. Utilize suggested actions under Professional Development to better promote networking programs.		Unclear				Not sure what this means. Appears redundant relative to 2.a.
	c. Information service: PCA will continue to provide email and web-based services to share information between artists, other arts professionals, and audiences.		Ongoing				
	i. To artists: News about opportunities for artists in funding, exhibition, competition, auditions, affordable live/work space, etc.		Ongoing				
	ii. From artists: Promotion of artists' events, performances, classes, and exhibitions (see marketing).		Ongoing				
	d. Buy Art campaign: Reconsider C'ville's Buy Art Give Art campaign or similar advocacy work to educate audiences about visual art collecting and encourage the support of visual artists through purchasing work.		Learn More				The BAGA campaign was apparently created during the Recession to assist in stimulating sales of visual art. This advocacy may be better conveyed through murals or other new, locally-created works. Check into similar program in Providence RI?
	i. Explore possible partnership program between PCA, McGuffey Art Center, Second Street Gallery, and commercial galleries.		Not Started				
<i>3. Affordable housing and studio/creative spaces</i>							
	a. Strategic Investment Area (SIA): Coordinate with SIA plans to identify spaces and opportunities for artist housing and programming.		Underway				
	b. Studio spaces: Maintain support for and expand additional artist studio spaces, such as space provided by New City Arts, Firefish Gallery, and Chroma Projects Art Laboratory.		Ongoing			ED	Encouraged by recent developments, such as return of Chroma and the New City Arts gallery space downtown.

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GOAL 4: ARTISTS/CREATIVE WORKERS							
		c. Creative spaces: Maintain existing and establish new unique, affordable spaces for artists to pursue cross-disciplinary exchange, share equipment, and show work to audiences, such as The Garage, Random Row Books, The Bridge PAI, The Haven, VA Arts of the Book Center, City Clay, and Chroma Projects Art Laboratory.	Underway				Studio 2-3 in Richmond is an excellent model for shared resources.
		i. Support the relocation of existing creative spaces that are displaced by development.	Underway				PCA working with Chroma, others.
		d. Maximize UVa resources: Explore ways to better connect C'ville/Alb artists with space and facilities available through UVa, such as OpenGrounds.	Underway				Connection made with OpenGrounds but dialogue on space/facilities access and usage yet to be inaugurated.
		e. Explore concert hall needs: Continue planning discussions around the future development of a state-of-the-art concert hall for UVa and community music groups.	N/A				New facilities are coming online at STAB. UVa Arts Grounds will need to be responsible for any construction development there.
		<i>4. Creative business development</i>					
		a. Funding and business training: Create artist/creative worker microloans, savings, and business development training programs within existing business and economic development entities, such as the Community Investment Collaborative.	Learn More				Contact and dialog needed with CIC.
		b. Artist residencies: Pursue possible residency programs for artists in all disciplines, from local to international, expanding on or emulating successful models such as the VA Center for the Creative Arts	Underway	1.4.e.iii.			VCCA interested in considering moving to Albemarle County.
		i. Explore land and facilities in Albemarle as possible residency location.	Underway				VCCA has identified possible locations; working with County now.
		c. Creative entrepreneurial initiatives: Encourage DIY initiatives and maintain or expand successful crowd-sourcing funding programs such as SOUP, CLAW, and Tom Tom Founders Festival pitch night.	Underway				
		d. Networks of creative professionals: Maintain or expand successful networks of creative professional, such as Ten Flavors design co-op, WriterHouse, C'ville Jazz Society, and the C'ville Photography Initiative.	Learn More				
		i. Explore areas in need of better connectivity, such as among musicians or theatre professionals.	Ongoing				Is this a real need? These communities seem quite actively engaged and collaborative.
		ii. Collaborate with PCA's Artist Roundtable programming, described above.	Not Started				

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GOAL 5: CREATIVE PLACEMAKING						
<i>1. Encourage collaborative planning in City and County</i>						
	a. Sustainable placemaking: Encourage City and County to coordinate sustainable placemaking and bridge silos between decision makers.	Underway				Seems to be well in hand with PLACE Task Force and stakeholders meetings for Play The City
	b. Artist representation: Appoint more artists to the PLACE Design Task Force and recruit participation from artists in multiple disciplines.	Learn More	5.3.b.; 5.4.c.			Could there be a seat on the PLACE board for PCA?
	c. Collaboration and learning: Offer annual symposia with developers and creative project planners and explore other ways to enhance connectivity such as a networking website.	Unclear				Which agency or agencies should run point on this? PLACE? Developers typically are not terribly responsive to taking time away from business for symposia. How to urge them?
	d. Public planning and design projects: Ongoing and future public planning and design projects, in particular the newly emerging Small Area Plans, should incorporate a layer of creative community engagement as part of public outreach and process.	Underway				It feels like this is underway with PTC, but could be enlarged and incorporate PCA et al into the process.
<i>2. Cultural Districts/Overlay</i>						
	a. Create cultural overlays: The City and County should employ flexible zoning tools like overlay districts to permit creative uses that enhance sense of place.	Unclear				Chris Engel participated in this conversation for the City; new development position at the County. Possibly should pull together a meeting? RW Taylor had hesitation about cultural districts from past historical examples.
	b. Maximize resources: Encourage cultural organizations to expand existing programs into more public spaces as identified in small area plans.	Underway	refers back to I			
	c. Target enhancements: Build on successful models (Crozet, West Main Street) to create small hubs of cultural activity in promising hot spots or places of interest, such as Preston Avenue, Rose Hill, or Sunrise Community/Hogwaller neighborhoods.	Unclear				Which agency or agencies should run point on this? Was West Main a success?
<i>3. Board of Architectural Review (BAR) and Planning Commission</i>						
	a. Renew work of C'ville Community Design Center (CCDC): The Bridge PAI and other groups will consider assuming some community roles previously provided by CCDC.	Learn More				Why did CCDC fold and why was The Bridge identified as a partial successor organization?
	b. Reconsider BAR purview of public art: Collaborate with PLACE Design Task Force to review and evaluate best practices for planning, review, and promotion of public art.	Learn More	5.1.b.; 5.4.c.			With PCA taking on Art In Place, there seems to be a direct connection now for greater discussion of public art making.
<i>4. Inclusion of place-based art and design</i>						
	a. Public art: Requests for proposals for new public planning efforts and design projects should encourage the inclusion of public art as part of the process and team.	Unclear		City		Is this the City Planning Department? Would this be answered by PCA being on the PLACE DTF?
	b. Local artists: Incorporate more local artists in public projects, such as bike rack or bench designs.	Unclear		City		Is this the City Planning Department? TTFF did include local artists in its banner design process in 2015. There may be room for PCA to play a larger role through Art In Place.
	c. Local designers: In conjunction with the small area planning approach, consider local design/creative teams to undertake neighborhood scale or smaller proactive planning projects. Incorporate more creative professionals on PLACE Design Task Force.	Underway	5.1.b.; 5.3.b.			Part of this is being satisfied in PTC. TTFF also planning a series of public art works. What's missing is formal involvement with City.
	d. Small community grants: Develop a system of "participatory budgeting" or small community grants for arts based creative placemaking projects.	Unclear				Should this be a program of CACF, and would it work under their new granting structure? Or should it be a City initiative? Can PCA include this in PIA granting?
<i>5. Restore and refresh Percent for Art</i>						
	a. Determine administering agency(ies): Convene public art stakeholders to determine how best to administer future Percent for Art and Art In Place programs.	N/A				
	b. Broaden scope: Consider new uses for Percent for Art funding, such as ephemeral public art, live performances, artists districts or live/work space planning.	N/A				Percent for Art program was a special situation that occurred because of an unusual number of City-funded construction projects, according to Chris Engel, and unlikely to occur in a meaningful way again anytime soon. Many of the goals cited here are also part of PCA's future planning for civic support of the arts.
	c. Professionalize coordination: Identify coordinating agency for restored Percent for Art funding.	N/A				
	d. Ensure transparency and public participation: Develop guidelines that allow citizens to better understand and participate in Percent for Art and public art decision-making.	N/A				
	e. Engage local artists: Ensure that local artists are encouraged and have adequate opportunities to participate in programs funded by Percent for Art.	N/A				
<i>6. Authentic diversity</i>						
	a. Emulate and expand successful programming: Offer more and more diverse public art, free public programs, and events.	Unclear	3.5.c.	City		Seems that this should be the City Parks Department?

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GOAL 5: CREATIVE PLACEMAKING							
		i. Build on program that successfully draw diverse audiences, identified in the cultural plan assessment as free, central, outdoors, and visible, i.e. the C'ville Dogwood Festival, and Art In Place.	Unclear	3.5.c.	CoC		Seems that this should be the City Parks Department? PCA is taking over Art In Place in 2016; possibility to expand this. Mural Project fits as well?
		ii. Ensure that programming is reflective of community feedback from audience research.	Underway				This is underway for the SIA through PTC.
		b. Broaden scope: Recognize that public art goes beyond visual arts and encourage public performance, feature culturally diverse genres such as jazz, blues, salsa, theatre, etc.	Underway	1.4.a.iii.			Gut feeling is that this is underway; PTC satisfies part of this; Festival of Cultures, Hamner Theatre, etc. does more. IX is programming more concerts, etc. How else to expand? Is this enough?
		c. Utilize City and County Parks: Encourage art making and live performance in public parks.	Learn More	5.4.a.			
		i. Parks and Rec Dept welcomes proposals from community groups to present programs in parks.	Learn More				Simple investigation. PCA should be a broadcaster for P&R in this regard.
		ii. The Carver Rec Center, a new venue at Jefferson School, has an equipped stage that could host teen bands and concerts for teens.	Learn More	1.4.c.i.			Talk to Andrea Douglas about whether this is happening or not.
		d. Grassroots visioning: Involve diverse residents and local institutions in planning and programming for their places.	Ongoing				This is not only part of PTC but is an ongoing goal of The Bridge, as well as Habitat For Humanity at Southwood.
		e. Recognize creative and cultural activity: Build on existing cultural traditions, such as music in predominantly Latino neighborhoods.	Unclear	1.4.b.ii.			HFH doing this with Southwood. What about Asian communities off N29? And what party ultimately should shoulder this? What exactly does "build" refer to? More/larger/more publicized?
		f. Accessibility: Ensure that areas of cultural activity, particularly the Downtown Mall at night, are safe and welcoming to all with adequate seating, side street lighting, and parking or public transportation in close proximity.	Learn More				Sensitivity to this has become much more acute after the Heather Graham abduction. Sense is that it has been successfully addressed. Note to Chief Longo?
7. Place-based programming							
		a. Encourage programming: Arts programmers and funders will sustain and grow successful creative placemaking programs.	Underway				Fits within the overall context of PTC.
		i. Continue successful programming such as Storyline Project, Audio Tour of C'ville, Where I Live discussions, festivals and C'ville Mural Project.	Underway	3.5.e.i.			Storyline revived in Summer 15; see 3.5.e.i. for ATC discussion. CMP may eventually fall under New City Arts or AIP.
		ii. Intentionally connect programming and place through the research of sites and involvement of neighborhood residents in programming decisions or inviting them to share feedback whenever possible.	Underway				JSAHC and PTC do this. VFH funds programs for this. Is UVa involved? How else to expand this?
		iii. Explore new programming such as storytelling, craft fairs, public performing arts events, etc.	N/A				Appears to be a duplication of these other 5.7.a. points.
		iv. Explore street festivals such as on West Main Street or Preston Avenue during the summer, to engage diverse communities, enliven corridors, and enhance connectivity between downtown and UVa.	Learn More		CoC		TTFE would be a natural ally in accomplishing this.
		v. Explore new places for programming such as C'ville City Markets, City and County parks, historic homes and sites, UVa Amphitheatre, UVa art museums, and PVCC campus.	Learn More	1.4.a.	CoC		Seems that this should be the City Parks Department, UVa, vineyards, etc. But with the level of activity, can C'ville sustain more?
		vi. Consider a community showcase for arts and cultural groups to provide demonstrations or promote their talents, such as clogging groups from Crozet, Charlottesville Salsa Club at Rapture, JABA craft fair vendor, crochet and cuisine vendors at the Latino Soccer League, and various City Market vendors.	Not Started	1.4.b.; 1.4.d.			This could make for an interesting "C'ville's Got Talent" sort of evening. Create in partnership with Paramount/Jefferson?
		vii. The Bridge PAI will coordinate Arts Engaged mobile art residency and education program.	Learn More				The Bridge apparently did this in Summer 2014. Does it have the capacity to keep this as a regular summer program?

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN							
Strategies and Outcomes Assessment							
				Reflects/ Partner	PCA		
			Status	Matches With	Entity	Designee	Notes
GOAL 6: CULTURAL INFRASTRUCTURE							
<i>1. Communication the case for arts and culture investments</i>							
	a. Expand representation: Utilize the case for support to ask the City, County, CACVB, TJPDC, UVa, and the Chamber of Commerce to invite arts representatives to have a "seat at the table" for planning discussions and strategic meetups.		Planned				This could start with being on the PLACE Design Task Force.
	i. PCA staff can represent or provide lists of artists and arts organization representatives.		Ongoing				
	b. Advocate for support: Artists and arts groups utilize the case for support as a tool for their own advocacy, marketing, and fundraising efforts.		Ongoing				Artists and arts groups by nature lobby for financial support.
<i>2. PCA priorities</i>							
	a. Lead implementation of cultural plan by monitoring progress on plan goals, empowering others to implement specific plan goals, and serving as a community advisor for plan implementation.		Underway			ED	
	b. Enhance cultural connectivity: Assist in brokering partnerships and collaborations for arts and cultural goals.		Underway			ED	Part of what a responsive arts council does.
	c. Support arts grantmaking: Coordinate review process of applications for funding allocated by the City and County to local arts organizations and initiatives.		Planned	6.3.a.; 6.4.			
	d. Build financial capacity for the arts through local, state, and federal grants.		Not Started				NEA award was a good start. Hoping to talk to Council about funding strategies in or before January 2016.
	e. Advocate for the arts throughout the community (in schools and hospitals, among developers, before City Councilors and County Supervisors, on behalf of social services, to audiences, tourists, and donors).		Underway				Part of what a responsive arts council does, although not sure how hospitals (outside of recruiting departments) fit in here.
<i>3. PCA capacity</i>							
	a. Sustain status as designated arts agency: PCA enters into an ongoing contractual relationship with the City and County to support the cultural plan implementation work and eliminate the existing conflict of interest in PCA's participation in the ABRT process.		Planned	6.2.c.; 6.4.			Discussion within City Council did take place at last public work session; waiting for further discussion with Council.
	b. Raise funds: Steering Committee and Task Force members convene in ad hoc advisory committees to assist the staff members of PCA in their work of raising private and public funds to implement the cultural plan.		Underway				
	c. Build and diversify board: PCA governance recruits new board members with skills, connections, and access to resources to help PCA fulfill its wider responsibilities, and who are representative of the diverse population of C'ville/Alb. PCA also recruits diverse community members to serve on the organization's new Advisory Board and Youth Advisory Board.		Ongoing				PCA added six new board members in July/August 2015, with skills balancing in mind. PCA also inaugurated the 2030 Board in February 2015 for younger arts enthusiasts, with 28 members.
<i>4. Grantmaking</i>							
	a. Improve arts and culture funding processes: PCA will advise the City and County on strategies to improve ABRT funding process for arts and culture organizations.		Planned	6.2.c.; 6.3.a.			Presentation prepared and awaiting ability to present to Council.
	i. Improve the evaluation system for arts and culture funding requests, utilizing existing resources (CACF, CNE), incorporating national best practices for arts grantmaking, and reflecting the established priorities of the cultural plan.		Planned				Presentation prepared and awaiting ability to present to Council.
	ii. Improve the debriefing process so that organizations whose grant applications are rejected or reduced can better understand why those decisions were made.		Planned				Presentation prepared and awaiting ability to present to Council.
	b. Coordinate review panels: PCA will advise and/or coordinate rotating review panels for annual arts and culture grants through the ABRT funding process.		Planned				Presentation prepared and awaiting ability to present to Council.
	i. Review panels will include diverse expertise reflective of the cultural plan goals and priorities.		Planned				Presentation prepared and awaiting ability to present to Council.
	ii. Panel design will be developed in response to review of national best practices for local arts grantmaking.		Planned				Presentation prepared and awaiting ability to present to Council.
	c. Enhanced technical assistance: Increase awareness of and access to technical assistance for arts organizations through strengthened relationship between CNE and PCA.		Ongoing				VCA regularly offers technical assistance grants, and PCA promotes this opportunity to interested parties.
	i. PCA will provide individualized technical support for arts organizations applying for City and County funding.		Underway				
	ii. Evaluate and improve grantee methods for assessing and reporting the public benefits of programs supported by public funds.		Planned				Presentation prepared and awaiting ability to present to Council.
<i>5. Sustainable funding</i>							

CREATE CHARLOTTESVILLE/ALBEMARLE CULTURAL PLAN						
Strategies and Outcomes Assessment						
				Reflects/ Partner PCA		
			Status	Matches With Entity	Designee	Notes
GOAL 6: CULTURAL INFRASTRUCTURE						
		a. Increase local public funding: Work with City, County, and CACVB to provide increased local public-sector funding commensurate with the impact of the cultural sector and the need to help sustain nonprofit cultural organizations that advance the goals of this cultural plan.	Planned			Presentation prepared and awaiting ability to present to Council.
		b. Establish local funding source: Work with City and County officials to identify a dedicated funding stream, which will allow them to increase local public investment in local arts and culture in the future.	Planned			Presentation prepared and awaiting ability to present to Council.
		i. Together, PCA and local government officials should explore the merits of special options taxes or fees to supplement general-fund appropriations dedicated to arts and culture.	Planned			Presentation prepared and awaiting ability to present to Council.
		c. Increase private funding: Strengthen the relationship between PCA and the CACF to increase private support for the arts and culture.	Not Started			PCA is standing by.
		d. Pursue state and federal funding: Begin working toward the long-term goal of discovering new funding opportunities from state and federal sources.	Not Started			State budget cuts of 7% across the board for 2016.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 8, 2015
Action Required:	Information
Presenter:	Kurt Krueger, Piedmont YMCA Chair
Staff Contacts:	Maurice Jones, City Manager Brian Daly, Director of Parks and Recreation
Title:	YMCA Financial Plan

Background/Discussion:

The Piedmont Family YMCA and City of Charlottesville entered into a lease agreement in January of 2008 that will enable the YMCA to construct a community fitness and recreation center within McIntire Park. As part of the agreement the YMCA is required to provide the City Manager with a comprehensive Financial Plan for review. After a series of legal proceedings the YMCA is prepared to break ground on the facility and has provided the City Manager with a copy of its Capital Financial Plan and five year Operation Plan and Budget. Tonight's presentation is informational in nature and will provide the Council with the opportunity to ask questions about the plan.

Alignment with City Council's Vision and Strategic Plan:

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

Community Engagement:

The City has held a series of public meetings on this issue dating back to 2006.

Budgetary Impact:

The City has provided the leased property for the cost of \$1.00 per year to the Piedmont Family YMCA. The City has also made a commitment of \$1,250,000 toward the capital costs of the new facility.

Attachments:

YMCA Capital Financial Plan and Five-Year Operation Plan and Budget

Use Agreement between the City of Charlottesville, the County of Albemarle and the Piedmont Family YMCA

Ground Lease between the City of Charlottesville and the Piedmont Family YMCA



Brooks Family YMCA

Capital Financial Plan & Five-Year Operational Plan and Budget



YMCA Multi-Purpose Community Aquatics, Fitness &
Family Recreation Center at McIntire Park

August 25, 2015

Prepared by:
Piedmont Family YMCA
Davenport & Company, LLC



August 25, 2015

Mr. Maurice Jones
Charlottesville City Manager
605 East Market Street
Charlottesville, VA 22902

Dear Mr. Jones:

On January 15, 2008, the Piedmont Family YMCA entered into a ground lease with the City of Charlottesville for construction and operation on a full-service YMCA on approximately five-acres of land in McIntire Park.

Paragraph 15 of the Ground Lease stipulates that the YMCA shall "present to the City Manager for his review and concurrence (i) a capital financial plan containing adequate assurance of the Lessee's ability to finance the construction of the Facility and (ii) a five-year operational plan and budget that demonstrates adequate assurance that the Lessee will have available funds to support the operational plan for use and maintenance of the facility." Pursuant to this agreement, we are pleased to submit the attached documents for your review. Included is an Executive Summary followed by a detailed financial pro forma.

The YMCA is poised to move forward with this project. We appreciate our collaborative relationship with the City of Charlottesville and we thank you for the opportunity to serve and strengthen the community through youth development, healthy living and social responsibility.

We are happy to answer any questions you may have.

Sincerely,

Jessica Maslaney
CEO

Kurt Krueger
Board Chair

PIEDMONT FAMILY YMCA
233 4th Street NW, Suite Y
Charlottesville VA 22903
P 434 974 9622 F 434 974 4651 www.piedmontymca.org

Paul McIntire's View of the Y (November 26, 1923 Minutes)

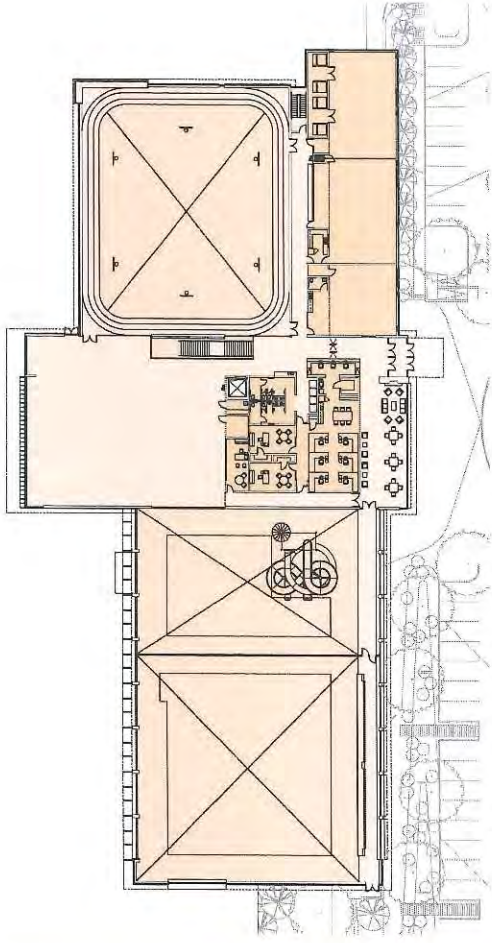


Piedmont Family YMCA

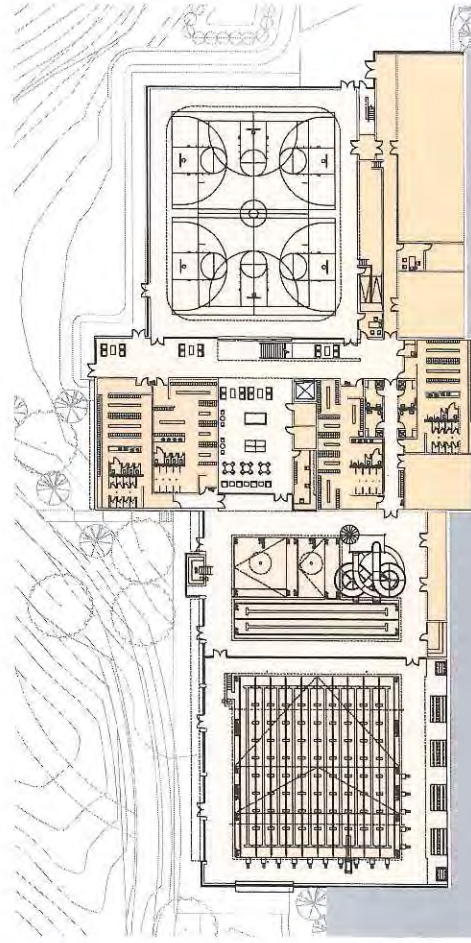
- “a Y.M.C.A. was a necessity to a City of this size”
- “a Committee be appointed... to put the Y.M.C.A. on a sound and fitting basis as the Community Center of Charlottesville”
- “resolution was unanimously carried and Messrs. Paul G. McIntire, E. I. Carruthers, Guy F. Via, B. F. Dickerson, T. E. Powers, Professor F. F. Dunnington, G. F. Spitzer and the General Secretary were named on said Committee”



site plan



entrance level | upper level plan



pool and gym level | lower level plan

BROOKS FAMILY YMCA

McIntire Park Multi-Purpose Community and Recreational Complex

Capital Financial Plan and Five-Year Operational Plan and Budget

Executive Summary

The Piedmont Family YMCA, Inc. entered into a Ground Lease dated January 15, 2008 with the City of Charlottesville and a separate Use Agreement dated January 15, 2008 with the City and the County of Albemarle. The Ground Lease provides for the lease of approximately 5 acres of land in McIntire Park to the YMCA to allow it to construct and operate an approximately 77,000 square foot multi-purpose community and recreational complex. Paragraph 8 of the Ground Lease required the YMCA to commence construction within 60 months of the execution of the Ground Lease. As a result of litigation brought against the City and County by certain private fitness clubs challenging the City's approval of the Ground Lease and the City's and County's approval of the Use Agreement, the YMCA was unable to meet that deadline. On January 10, 2013, the Virginia Supreme Court dismissed the appeals filed by the private fitness club owners against the City and the County. City Council approved extensions of the deadline for commencement of construction until January 15, 2016.

Since being granted the last extension, the YMCA has (i) secured an additional \$2.5M in pledges including the granting of naming rights to the facility and naming rights to the warm water family recreational pool; (ii) been in communication with several banks, ultimately negotiating a loan term sheet and obtaining a commitment letter for a \$12,000,000 credit facility from Sonabank, a Virginia state chartered bank; (iii) worked with our architects, VMDO, on certain interior modifications to the facility to ensure it will meet our current programmatic goals, including the creation of 5,300 sq. ft. of additional revenue producing program space and repurposing of 2,400 sq. ft. into multi-generational, teen center and pre-teen adventure space; (iv) built into our proformas an anticipated revised construction price with contractor, Loughridge & Company, LLC and (v) updated our financial plan and five-year operational plan and budget.

Paragraph 15 of the Ground Lease requires the YMCA, prior to commencement of construction of the facility, to *"present to the City Manager for his review and concurrence (a) a capital financial plan containing adequate assurance of the Lessee's ability to finance the construction of the Facility and (b) a five-year operational plan and budget that demonstrates adequate assurance that the Lessee will have available funds to support the operational plan for use and maintenance of the Facility."* We are pleased to present these capital and operational financial plans. The financial projections have been prepared by the YMCA, with the assistance of its financial advisor, Davenport & Company, LLC and updated through the YMCA's finance committee. It is important to note that these projections cover only the new facility and do not include the YMCA's child care operations at the Jefferson School or the Crozet YMCA at Claudius Crozet Park. Portions of existing program-based activities, such as youth sports,

senior aerobics and family programs are included, to the extent these activities would be operated at the new facility.

Construction of the facility is estimated to take approximately 16 months. The YMCA expects to start construction in mid to late November 2015 and finish construction in the Spring of 2017. Sonabank is providing a construction and permanent credit facility of \$12,000,000 and requires personal guarantees in the aggregate amount of \$6,000,000. As of the date of this plan, the YMCA has secured \$3,000,000 of these guarantees. Sonabank's proposed financing terms provide for a 36-month, interest-only construction and rate stabilization period followed by permanent financing with principal and interest payments based on a 25-year amortization schedule, with payments funded from operations.

The attached projections are based upon these loan terms, and assume opening of the facility and the start of operations by April 2017 and thereafter cover a five-year operational period. The attached projections demonstrate the Piedmont Family YMCA's capability to use its' capital campaign funds and pledges, together with the loan proceeds, to construct the facility, and then secure memberships and conduct program activities that will generate sufficient revenues to cover the debt service on the entire \$12,000,000 credit facility as well as the ongoing operational and maintenance costs of the YMCA facility.

Revenues and Expenses

Revenue and Expense projections cover an eight-year time frame. In the attached Financial Projections, "through October 2015" is shown to establish the baseline for the existing capital campaign fund. During the Fall of 2015, the YMCA will negotiate and close the bank loan, collect outstanding pledge receipts from current donors, and continue to pursue additional fundraising. Our contractor, Loughridge & Company, based in Richmond, Virginia, has extensive experience building YMCA facilities and recently constructed the *Ivy Road Rehabilitation Hospital* for the University of Virginia and is currently constructing *Colonial Auto's* new showroom on Route 29. The YMCA received bid quotes from twelve (12) regional firms in 2011, with the bid from Loughridge being the lowest at \$13,992,000. The nearly three years of unforeseen delays, including the litigation by the private fitness club owners against the City and County, resulted in escalated material and labor costs increasing the cost of construction to \$14,506,544 in August, 2014. We anticipate some cost savings with our interior modifications, but also some escalation in construction prices due to inflation, and have prepared these projections based upon an estimated construction cost of \$14,983,000. We anticipate having an updated bid from Loughridge Construction by September 4, and intend to enter into a guaranteed maximum price construction contract with Loughridge. The total project cost, excluding monies spent-to-date for architectural, engineering and other consultant services, is now estimated to be \$18,245,000. Although we have anticipated a higher construction cost, the total project cost remaining unpaid is lower than that anticipated in our August, 2014 plan due to a combination of payment of certain project costs since August, 2014, additional pledges raised, and payments on existing pledges, all resulting in lower interest costs plus over \$1,000,000 saved as a result of Sonabank not requiring the funding of an interest and operating reserve. Sonabank has indicated that it would provide the YMCA with a \$500,000 line of credit in addition to the \$12,000,000 credit facility for the YMCA to use, if

necessary, in lieu of an operating reserve; however, based upon our projections, we would have sufficient loan proceeds to use cash to establish such a reserve. The facility should be completed and allow for commencement of operations on or about April, 2017.

The program revenue and expense projections cover an additional eight-year period following commencement of operations, from 2017 through 2025, including debt service during the construction and stabilization period of the loan and the first five years of the 25 year permanent loan period. These projections demonstrate that the YMCA has the ability to generate sufficient operating revenue to cover projected operating expenses and the debt service coverage requirements of the \$12,000,000 credit facility. The YMCA plans to begin the pre-sale of memberships during the 60-90 day period prior to opening of the facility, with the goal of 3,202 member units by the end of the 36 month construction loan and stabilization period in December, 2019. The projected membership revenue for program year 2017 assumes that the YMCA has sold 1,000 member-units prior to the end of this first partial calendar year of operation, and is included in the projected membership revenue from 2,115 memberships units in 2018. The total membership revenue also includes joining fees beginning in program year 2018.

Expense projections are based on historical and statistical data from our 3½ years of operations at the Crozet YMCA and operational comparisons from regional YMCA's with similar-sized facilities, design layouts and member programs; as well as from national operational reports and facility consultants provided by the National YMCA of the USA ("Y-USA"). Operational costs for the primary program areas have been expressed in terms of "Occupancy Costs" which include utilities, maintenance, upkeep and payroll expenses, including all applicable wages, taxes, benefits and training costs.

The pro-forma also includes an expense item referred to as "National Dues" at 2% of revenue. The Piedmont Family YMCA together with 3,800 other locally-based and operated YMCA's throughout the United States is a member of Y-USA. Each year, all YMCA affiliates contribute 2% of their membership and program revenue to Y-USA. In return, the Piedmont Family YMCA and these affiliates receive benefits in the form of reduced group insurance rates, marketing and advertising, consulting/resource services, and access to statistical operations and census data which was used, along with other data sources, to prepare this plan and the attached financial projections.

Capital Campaign

As shown in the chart below, the YMCA's Capital Campaign Drive began in in 2005 and continued through 2010. The lawsuits filed by ACAC against the City and the County in May, 2010, followed by the lengthy appeals process of those cases to the Virginia Supreme Court, which did not render its decision dismissing the cases until January, 2013, necessitated a temporary deferment of all active fundraising efforts during the last half of 2010, 2011 and 2012 and required the YMCA to re-establish its capital campaign efforts in 2013. The YMCA has outstanding pledges totaling \$7,364,818 from 136 individuals, several private foundations, the City of Charlottesville and Albemarle County. The City of Charlottesville pledged \$1,250,000 to the project pursuant to the Use Agreement on the condition that the facility contain at least a 6-lane competition pool and 1-meter diving well (the facility will have a 10-lane competition pool and the 1-meter diving well). Albemarle County pledged \$2,030,000 for the project

pursuant to the Use Agreement on the condition that the facility will be available to County residents, as required under the Use Agreement. In addition, the Capital Campaign has received \$170,070 in commitments for "in-kind services" which has helped off-set costs for architectural design and marketing expenses for the campaign. Additionally, a local business has pledged \$50,000 to be applied towards the furnishing of the facility when completed.

Piedmont Family YMCA Capital Campaign Drive: 2005-2015				
Pledge Year	# Pledges	Pledge Amount	Payments Received	Amount Pending
2005	10	\$2,360,000	\$1,765,696	\$594,303
2006	69	\$4,207,396	\$2,854,576	\$2,182,750
2007	14	\$1,424,540	\$125,940	\$1,298,600
2008	15	\$323,596	\$22,931	\$300,665
2009	6	\$22,091	\$22,091	\$0
2010	1	\$500,000	\$0	\$500,000
2011	2	\$35,250	\$17,250	\$18,000
2012				
2013				
2014	4	\$245,000	\$25,000	\$220,000
2015	15	\$2,354,750	\$102,250	\$2,250,500
	136	\$11,472,623	\$3,935,735	\$7,364,818

The next chart titled "Confirmed Capital Campaign Payment Forecast" identifies the donors and the amount(s) of their pledges to be collected in years 2015-2020. The forecast of pledge receipts is based on individual donor agreements, individual letters of intent, and the analysis of payment histories and reviewed by the independent auditing firm of Hantzmon-Wiebel. The Capital Campaign pledge balance of \$7,200,493 (\$164,325 still needs to be confirmed to match the above amount pending of \$7,364,818) includes the combined commitments of the City of Charlottesville at \$1,250,000 and Albemarle County at \$2,030,000, or approximately forty-five percent (45%) of the remaining pledge balance.

Confirmed Capital Campaign Payment Forecast: 2015-2020					
Pledge Name	Pledge Balance	2015	2016	2017	2018-2020
>\$200,000					
County of Albemarle	\$2,030,000	\$2,030,000			
Private Donor	\$1,484,661	\$494,887	\$494,887	\$494,887	
City of Charlottesville	\$1,250,000	\$1,250,000			
Private Donor	\$550,000	\$50,000	\$50,000	\$50,000	\$400,000
Private Donor	\$500,000	\$125,000	\$250,000	\$125,000	
Perry Foundation	\$500,000	\$125,000	\$125,000	\$125,000	\$125,000
Private Donor	\$250,000	\$100,000	\$50,000	\$100,000	
<\$200,000					
Private Donors	\$635,832	\$184,166	\$114,116	\$106,337	\$223,333
Tot. Pledge Balance	\$7,200,493	\$4,359,053	\$1,084,053	\$1,009,054	\$748,333

The “Confirmed Capital Campaign Payment Forecast” shows a pledge balance of \$7,200,493 which includes the City and County pledges of \$3,280,000 and other pledges of \$3,920,493 that are to be collected in 2015 thru 2020.

Operating Revenue and Membership Projections

Operating Revenue for the YMCA consists primarily of memberships and revenue generated by program participation fees. Revenue from memberships will be the primary source of operating revenue for the Brooks Family YMCA. Revenues from program participation fees will help offset the costs of programs which are also included in operating expense. In addition, the Y will conduct an annual campaign to subsidize scholarships and generate continuing community support to ensure that the facility is affordable and accessible to all.

The membership revenue shown in the Financial Projections is detailed in the chart below. These projections were developed from census data for the City of Charlottesville and Albemarle County as well as conclusions drawn from various studies, including separate Recreational Needs Assessments done by the City and the County, and phone surveys conducted by City. In addition to these sources, the projections were also developed based upon program and operational data from approximately 3,800 YMCA’s throughout the United States; data collected by Y-USA.

Five-Year Membership Projections					
	2018	2019	2020	2021	2022
Membership Units	2,115	3,202	3,436	3,636	3,671
Revenue	\$1,696,916	\$2,574,413	\$2,704,621	\$2,878,643	\$2,945,773

The Y-USA advises communities considering building a full-service community recreational facility to have a least 18,000 households located within its primary service area. The census data provided by Y-USA shows that 55,935 households are located in the City of Charlottesville and Albemarle County. Using a twelve-minute drive time analysis and a five-mile radius around McIntire Park, the YMCA has determined that more than a sufficient number of households reside in the service area to support the facility at McIntire Park.

Review of the Y-USA’s census research, separate City and County Recreational Needs Assessments Surveys, the Winfield Group Recreation Study, and telephone surveys conducted in 2006 by Leisure Vision, leads to the following conclusions: 13,424 households indicated “no interest” in recreation activities; and approximately 12,000 households (or 30,000 individuals) already belong to existing recreational facilities, private clubs, or use private instruction. After taking into consideration those households who either (i) are not interested in recreation of any type and (ii) belong to existing facilities, there are approximately 30,511 households who have expressed a desire or need for recreational facilities and who do not currently belong to an existing facility. These 30,511 households located within the City and County clearly exceeds the 18,000 household threshold recommended by Y-USA to support a full-service YMCA.

Conclusion

This project has been 10-years in the making. The YMCA has secured pledges, guarantors, bank financing, and an experienced contractor to move forward with the construction of a multi-purpose community and recreation complex in McIntire Park. Based upon the YMCA's three years of operational experience at the Crozet YMCA and its' extensive research and using best available data, the attached financial projections show that the YMCA can successfully construct the Brooks Family YMCA, service the debt of the construction loan, and cover operating and maintenance expenses for the facility.

Revenues and Expenses Summary

	1	2	3	4	5	6	7	8	9	10	11	12
	Dec-15	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
OPERATING REVENUE												
Membership Revenue	\$ -	\$ -	\$ 830,004	\$ 1,696,916	\$ 2,574,413	\$ 2,704,621	\$ 2,878,643	\$ 2,945,773	\$ 3,001,999	\$ 3,062,039	\$ 3,123,279	
Annual Giving	-	-	20,000	74,025	80,038	85,888	90,911	95,447	97,283	99,118	100,934	
Interest Income	-	-	-	-	-	12,836	13,831	22,399	-	1,384	9,393	
Program Income	-	-	330,000	550,000	566,500	583,495	601,000	619,030	637,601	656,729	676,431	
Capital Campaign Fund	\$ 4,546,559	\$ 1,084,053	\$ 1,059,054	\$ 306,366	\$ 416,996	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL NET REVENUE	\$ 4,546,559	\$ 1,084,053	\$ 2,239,058	\$ 2,627,307	\$ 3,637,947	\$ 3,411,840	\$ 3,584,386	\$ 3,682,648	\$ 3,736,882	\$ 3,819,269	\$ 3,910,057	
OPERATING EXPENSES												
National Dues	\$ -	\$ -	\$ 16,600	\$ 33,938	\$ 51,488	\$ 54,092	\$ 57,573	\$ 58,915	\$ 60,040	\$ 61,241	\$ 62,466	
Payroll Expense	-	-	477,994	796,656	832,235	869,404	908,235	948,801	991,180	1,035,454	1,081,707	
Program Supplies	-	-	40,989	68,315	71,366	74,553	77,883	81,362	84,996	88,792	92,758	
Occupancy Costs	-	-	173,400	289,000	300,560	312,582	325,086	338,089	351,613	365,677	380,304	
Equipment	-	-	60,024	100,040	101,042	102,083	103,167	104,293	105,465	106,684	107,951	
Insurance	-	-	11,520	19,200	19,968	20,767	21,597	22,461	23,360	24,294	25,266	
Training	-	-	13,800	23,000	23,920	24,877	25,872	26,907	27,983	29,102	30,266	
Administrative/Management	-	-	149,456	249,094	259,058	269,420	280,197	291,405	303,061	315,183	327,791	
Other Expenses	-	-	1,020	1,700	1,768	1,839	1,912	1,989	2,068	2,151	2,237	
Community Support	-	-	45,000	50,000	100,000	120,000	140,000	160,000	180,000	180,000	180,000	
Promotion and Marketing	-	-	11,800	23,209	32,210	33,740	35,706	36,602	37,369	38,179	39,007	
YMCA Benefits	-	-	42,000	70,000	74,200	78,652	83,371	88,373	93,676	99,296	105,254	
TOTAL OPERATING EXPENSES	\$ -	\$ -	\$ 1,043,603	\$ 1,724,153	\$ 1,867,814	\$ 1,962,010	\$ 2,060,598	\$ 2,159,198	\$ 2,260,810	\$ 2,346,054	\$ 2,435,007	
Revenue Available for D.S.	\$ 4,546,559	\$ 1,084,053	\$ 1,195,454	\$ 903,154	\$ 1,770,133	\$ 1,449,830	\$ 1,523,788	\$ 1,523,451	\$ 1,476,072	\$ 1,473,216	\$ 1,475,050	
Excess Revenue After D.S.	\$ 4,546,559	\$ 1,019,415	\$ 785,127	\$ 430,863	\$ 1,061,220	\$ 705,053	\$ 775,750	\$ 775,413	\$ 728,034	\$ 725,178	\$ 727,012	
Construction Draw Down	\$ (262,977)	\$ (12,269,474)	\$ (5,045,542)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Remaining Fund Balance	\$ 4,283,582	\$ (6,934,671)	\$ (11,195,086)	\$ (10,764,223)	\$ (9,703,003)	\$ (9,010,786)	\$ (8,248,867)	\$ (7,495,853)	\$ (6,767,819)	\$ (6,044,025)	\$ (5,326,406)	
Debt Service	\$ -	\$ 64,638	\$ 410,327	\$ 472,291	\$ 708,913	\$ 744,777	\$ 748,038	\$ 748,038	\$ 748,038	\$ 748,038	\$ 748,038	
Debt Service Coverage	N/A	N/A	2.91	1.91x	2.50x	1.93x	2.02x	2.01x	1.97x	1.97x	1.96x	

Debt Service through construction will be capitalized and paid from the bank loan to the extent that cash cannot pay down construction costs and debt servicing

Assumes operational revenues and expenses can be straight-lined across months for first two years

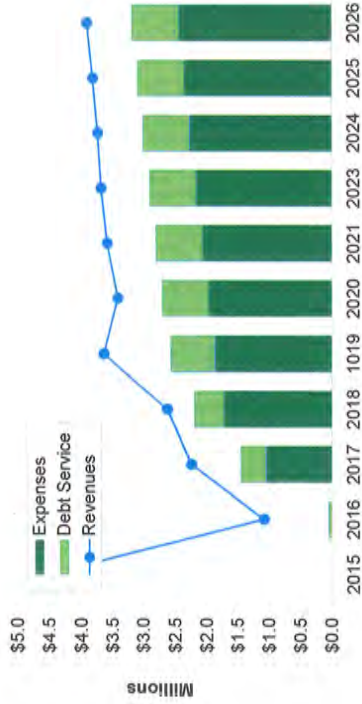
Uses confirmed pledges

Assumes that monthly net income from Y operations will be reinvested back into the loan, until the loan is amortized at 36-months

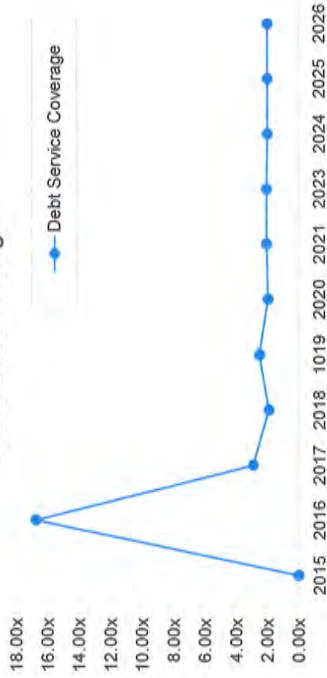
Construction period assumed to be 18 months so far as cash outflow is concerned

Operational revenues assumed to start April 2017

Summary of Operations



Debt Service Coverage



Fund Balance



Year	Revenues	Expenses	Revenues Available for D.S.	Debt Service	Surplus	Debt Service Coverage
2015	4,546,559	-	4,546,559	-	4,546,559	N/A
2016	1,084,053	-	1,084,053	64,638	1,019,415	16.77x
2017	2,239,058	1,043,603	1,195,454	410,327	785,127	2.91x
2018	2,627,307	1,724,153	903,154	472,291	430,863	1.91x
2019	3,637,947	1,867,814	1,770,133	708,913	1,061,220	2.50x
2020	3,411,840	1,962,010	1,449,830	744,777	705,053	1.95x
2021	3,584,386	2,060,598	1,523,788	748,038	775,750	2.04x
2022	3,682,648	2,159,198	1,523,451	748,038	775,413	2.04x
2023	3,736,882	2,260,810	1,476,072	748,038	728,034	1.97x
2024	3,819,269	2,346,054	1,473,216	748,038	725,178	1.97x
2025	3,910,057	2,435,007	1,475,050	748,038	727,012	1.97x
2026	3,910,057	2,435,007	1,475,050	748,038	727,012	1.97x

Year	Fund Balance
2015	4,283,582
2016	(6,934,671)
2017	(11,195,086)
2018	(10,764,223)
2019	(9,703,003)
2020	(9,010,786)
2021	(8,248,867)
2022	(7,495,853)
2023	(6,767,819)
2024	(6,044,025)
2025	(5,326,406)
2026	(5,326,406)

Income Statement

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Operating Revenue											
Membership Revenue	\$ -	\$ -	\$ 830,004	\$ 1,696,916	\$ 2,574,413	\$ 2,704,621	\$ 2,878,643	\$ 2,945,773	\$ 3,001,999	\$ 3,062,039	\$ 3,123,279
Annual Giving	-	-	20,000	74,025	80,038	85,888	90,911	95,447	97,283	99,118	100,954
Interest Income	-	32,127	-	-	-	-	-	-	-	-	-
Program Income	-	-	330,000	550,000	566,500	583,495	601,000	619,030	637,601	656,729	676,431
Capital Campaign Fund	4,546,559	1,084,053	1,059,054	306,366	416,996	25,000	-	-	-	-	-
Total Net Revenue	\$ 4,546,559	\$ 1,116,180	\$ 2,239,058	\$ 2,627,307	\$ 3,637,947	\$ 3,399,004	\$ 3,570,555	\$ 3,660,249	\$ 3,736,882	\$ 3,817,885	\$ 3,900,664
Operating Expenses											
National Dues	\$ -	\$ -	\$ 16,600.1	\$ 33,938.3	\$ 51,488.3	\$ 54,092.4	\$ 57,572.9	\$ 58,915.5	\$ 60,040.0	\$ 61,240.8	\$ 62,465.6
Pool Operating Expenses											
Payroll Expense	\$ -	\$ -	\$ 137,485	\$ 229,142	\$ 239,369	\$ 250,054	\$ 261,216	\$ 272,877	\$ 285,059	\$ 297,785	\$ 311,080
Program Supplies	-	-	13,748	22,914	23,937	25,005	26,122	27,288	28,506	29,779	31,108
Occupancy Costs	-	-	111,600	186,000	193,440	201,178	209,225	217,594	226,297	235,349	244,763
Equipment	-	-	2,064	3,440	3,578	3,721	3,870	4,024	4,185	4,353	4,527
Insurance	-	-	8,640	14,400	14,976	15,575	16,198	16,846	17,520	18,221	18,949
Training	-	-	3,600	6,000	6,240	6,490	7,019	7,300	7,592	7,896	8,200
Other Expenses	-	-	1,020	1,700	1,768	1,839	1,912	1,989	2,068	2,151	2,237
Total	\$ -	\$ 278,157	\$ 463,596	\$ 483,308	\$ 503,861	\$ 525,292	\$ 547,637	\$ 570,936	\$ 595,229	\$ 620,560	\$ 646,422
Fitness Center Expenses											
Payroll Expense	\$ -	\$ -	\$ 123,107	\$ 205,178	\$ 214,336	\$ 223,903	\$ 233,898	\$ 244,340	\$ 255,248	\$ 266,643	\$ 278,547
Program Supplies	-	-	9,849	16,414	17,147	17,912	18,712	19,547	20,420	21,331	22,284
Occupancy Costs	-	-	42,000	70,000	72,800	75,712	78,740	81,890	85,166	88,572	92,115
Equipment	-	-	47,160	78,600	78,744	79,050	79,211	79,380	79,555	79,737	79,920
Insurance	-	-	1,440	2,400	2,496	2,596	2,700	2,808	2,920	3,037	3,158
Training	-	-	3,000	5,000	5,200	5,408	5,624	5,849	6,083	6,327	6,580
Other Expenses	-	-	-	-	-	-	-	-	-	-	-
Total	\$ -	\$ 226,555	\$ 377,592	\$ 390,723	\$ 404,425	\$ 418,724	\$ 433,645	\$ 449,216	\$ 465,465	\$ 482,422	\$ 499,477
Membership/ Facility Expenses											
Payroll Expense	\$ -	\$ -	\$ 217,402	\$ 362,337	\$ 378,530	\$ 395,446	\$ 413,120	\$ 431,584	\$ 450,873	\$ 471,026	\$ 492,080
Admin & Cleaning Supplies	-	-	17,392	28,987	30,282	31,636	33,050	34,527	36,070	37,682	39,366
Occupancy Costs	-	-	19,800	33,000	34,320	35,693	37,121	38,605	40,150	41,756	43,426
Equipment	-	-	10,800	18,000	18,720	19,469	20,248	21,057	21,900	22,776	23,687
Insurance	-	-	1,440	2,400	2,496	2,596	2,700	2,808	2,920	3,037	3,158
Training	-	-	7,200	12,000	12,480	12,979	13,498	14,038	14,600	15,184	15,791
Other Expenses	-	-	-	-	-	-	-	-	-	-	-
Total	\$ -	\$ 274,034	\$ 456,724	\$ 476,828	\$ 497,819	\$ 519,736	\$ 542,619	\$ 566,512	\$ 591,460	\$ 617,508	\$ 645,007
Administrative/Management	\$ -	\$ -	\$ 149,456	\$ 249,094	\$ 259,058	\$ 269,420	\$ 280,197	\$ 291,405	\$ 303,061	\$ 315,183	\$ 327,791
YMCA Benefits	\$ -	\$ -	\$ 42,000	\$ 70,000	\$ 74,200	\$ 78,652	\$ 83,371	\$ 88,373	\$ 93,676	\$ 99,296	\$ 105,254
Community Support	\$ -	\$ -	\$ 45,000	\$ 50,000	\$ 100,000	\$ 120,000	\$ 140,000	\$ 160,000	\$ 180,000	\$ 180,000	\$ 180,000
Promotion and Marketing	\$ -	\$ 321	\$ 11,800	\$ 23,209	\$ 32,210	\$ 33,740	\$ 35,706	\$ 36,602	\$ 37,369	\$ 38,179	\$ 39,007
Total Operating Expenses	\$ -	\$ 1,043,603	\$ 1,724,153	\$ 1,867,814	\$ 1,962,010	\$ 2,060,598	\$ 2,159,198	\$ 2,260,810	\$ 2,366,054	\$ 2,472,007	\$ 2,578,007
Revenue Available for Debt Service	\$ 4,546,559	\$ 1,115,859	\$ 1,195,454	\$ 903,154	\$ 1,436,994	\$ 1,509,957	\$ 1,509,957	\$ 1,476,072	\$ 1,476,072	\$ 1,471,832	\$ 1,465,657
Debt Service	\$ -	\$ 64,638	\$ 410,327	\$ 472,291	\$ 708,913	\$ 744,777	\$ 748,038	\$ 748,038	\$ 748,038	\$ 748,038	\$ 748,038
Excess Revenue After Debt Service	\$ 4,546,559	\$ 1,051,221	\$ 785,127	\$ 430,863	\$ 1,061,220	\$ 692,217	\$ 761,919	\$ 753,014	\$ 728,034	\$ 723,794	\$ 717,619
Debt Service Coverage	N/A	17.26	1.91x	2.50x	1.93x	2.02x	2.01x	1.97x	1.97x	1.97x	1.96x
Operating Reserves	\$ 4,283,582	\$ (6,934,671)	\$ (11,195,086)	\$ (10,764,223)	\$ (9,703,003)	\$ (8,248,867)	\$ (7,495,853)	\$ (6,767,819)	\$ (6,044,025)	\$ (5,326,406)	\$ (4,612,891)
Maintenance Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Fund Balance	\$ 4,283,582	\$ (6,934,671)	\$ (11,195,086)	\$ (10,764,223)	\$ (9,703,003)	\$ (8,248,867)	\$ (7,495,853)	\$ (6,767,819)	\$ (6,044,025)	\$ (5,326,406)	\$ (4,612,891)

Detailed Fund Activity

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Fund Balance											
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus: Deposits (Excess Revenue After DS)	4,546,559	1,051,221	785,127	430,863	1,061,220	692,217	761,919	753,014	728,034	723,794	717,619
Less: Transfer to Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-
Less: Transfer to Operating Reserve	4,546,559	1,051,221	785,127.39	430,863	1,061,220	692,217	761,919	753,014	728,034	723,794	717,619
Total Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Fund Balance	
Maintenance Reserve	
Beginning Balance	\$ -
Plus: Deposits	-
Less: Capital Outlay	0
Ending Balance	\$ -

Operating Reserve	
Beginning Balance	\$ -
Plus: Deposits (Withdrawal)	4,283,582
Plus: D.S. Reserve Contribution (1)	1,051,221
Plus: Operating Reserve Contribution (2)	0
Less: Expenditure	0
Less: Pay Down Existing Debt	0
Less: Construction Draw Down	(262,977)
Ending Balance	4,283,582

Ending Total Fund Balance	\$ -
Interest Income @ 0.75%	32,127

Capital Campaign	
Beginning Balance	9,750
Capital Campaign Fund Balance	-
Pledges in Hand	4,559,053
Pledge Receipts	1,084,053
Better Living - In-Kind Pledges (3)	-
Repayment of Long-Term Debt	-
Less: Equity Contribution for Construction	(4,273,832)
Ending Balance	9,750

	(262,977)	(12,269,474)	(5,045,542)	(11,195,086)	(10,764,223)	(9,703,003)	(9,010,786)	(8,248,867)	(7,495,853)	(6,767,819)	(6,044,025)
	4,283,582	(6,934,671)	(11,195,086)	(10,764,223)	(9,703,003)	(9,010,786)	(8,248,867)	(7,495,853)	(6,767,819)	(6,044,025)	(5,326,406)
	4,283,582	(6,934,671)	(11,195,086.01)	(10,764,223)	(9,703,003)	(9,010,786)	(8,248,867)	(7,495,853)	(6,767,819)	(6,044,025)	(5,326,406)
	-	32,127	-	-	-	-	-	-	-	-	-
	-	9,750	(11,175,671)	(15,162,159)	(14,855,793)	(14,438,797)	25,000	25,000	25,000	25,000	25,000
	187,506	-	-	-	-	-	-	-	-	-	-
	4,559,053	1,084,053	1,009,054	306,366	416,996	25,000	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
	-	-	50,000	-	-	-	-	-	-	-	-
	(4,273,832)	-	-	-	-	-	-	-	-	-	-
	(262,977)	(12,269,474)	(5,045,542)	-	-	14,438,797	-	-	-	-	-
	9,750	(11,175,671)	(15,162,159)	(14,855,793)	(14,438,797)	25,000	25,000	25,000	25,000	25,000	25,000

(1) Required by Union; not required by Sonabank
 (2) Required by Union; not required by Sonabank - YMCA set up as line of credit
 (3) Better Living - In-kind Pledge for FF&E

Expenses Detail

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
National Dues	-	-	16,600	33,938	51,488	54,092	57,573	58,915	60,040	61,241	62,466
Pool Expenses	-	-	137,485	229,142	239,369	250,054	261,216	272,877	285,059	297,785	311,080
Payroll Expense	-	-	13,748	22,914	23,937	25,005	26,122	27,288	28,506	29,779	31,108
Program Supplies	-	-	111,600	186,000	193,440	201,178	209,225	217,594	226,297	235,349	244,763
Occupancy Costs	-	-	2,064	3,440	3,578	3,721	3,870	4,024	4,185	4,353	4,527
Equipment	-	-	8,640	14,400	14,976	15,575	16,198	16,846	17,520	18,221	18,949
Insurance	-	-	3,600	6,000	6,240	6,490	7,019	7,300	7,592	7,896	8,207
Training	-	-	1,020	1,700	1,768	1,839	1,912	1,989	2,068	2,151	2,237
Other Expenses	-	-	278,157	463,596	483,308	503,861	525,292	547,637	570,936	595,229	620,560
Total	-	-	226,555	377,592	390,723	404,425	418,724	433,645	449,216	465,465	482,422
Fitness Center	-	-	123,107	205,178	214,336	223,903	233,898	244,340	255,248	266,643	278,547
Payroll Expense	-	-	9,849	16,414	17,147	17,912	18,712	19,547	20,420	21,331	22,284
Program Supplies	-	-	42,000	70,000	72,800	75,712	78,740	81,890	85,166	88,572	92,115
Occupancy Costs	-	-	47,160	78,600	78,744	78,894	79,050	79,211	79,380	79,555	79,737
Equipment	-	-	1,440	2,400	2,496	2,596	2,700	2,808	2,920	3,037	3,158
Insurance	-	-	3,000	5,000	5,200	5,408	5,624	5,849	6,083	6,327	6,580
Training	-	-	0	0	0	0	0	0	0	0	0
Other Expenses	-	-	226,555	377,592	390,723	404,425	418,724	433,645	449,216	465,465	482,422
Membership/Facility	-	-	217,402	362,337	378,530	395,446	413,120	431,584	450,873	471,026	492,080
Payroll Expense	-	-	17,392	28,987	30,282	31,636	33,050	34,527	36,070	37,682	39,366
Program Supplies	-	-	19,800	33,000	34,320	35,693	37,121	38,605	40,150	41,756	43,426
Occupancy Costs	-	-	10,800	18,000	18,720	19,469	20,248	21,057	21,900	22,776	23,687
Equipment	-	-	1,440	2,400	2,496	2,596	2,700	2,808	2,920	3,037	3,158
Insurance	-	-	7,200	12,000	12,480	12,979	13,498	14,038	14,600	15,184	15,791
Training	-	-	0	0	0	0	0	0	0	0	0
Other Expenses	-	-	274,034	456,724	476,828	497,819	519,736	542,619	566,512	591,460	617,508
Total	-	-	149,456	249,094	259,058	269,420	280,197	291,405	303,061	315,183	327,791
Administrative/Management	-	-	45,000	50,000	100,000	120,000	140,000	160,000	180,000	180,000	180,000
Payroll Expense	-	-	11,800	23,209	32,210	33,740	35,706	36,602	37,369	38,179	39,007
Community Support	-	-	321	321	321	321	321	321	321	321	321
Promotion and Marketing	-	-	1,001,603	1,654,153	1,793,614	1,883,358	1,977,227	2,070,824	2,167,134	2,246,757	2,329,753
TOTAL OPERATING EXPENSES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
YMCA Benefits	-	-	42,000	70,000	74,200	78,652	83,371	88,373	93,676	99,296	105,254

Debt Service Detail

Loan Size: 11,192,105
 Interest Rate: 4.00%
 4.52%

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Principal	-	-	410,327	21,769	266,071	260,189	270,580	283,067	296,130	309,796	324,092
Interest	64,638	64,638	410,327	450,522	442,841	484,588	477,458	464,971	451,908	438,242	423,945
Total Debt Service	64,638	64,638	410,327	472,291	708,913	744,777	748,038	748,038	748,038	748,038	748,038

Pay down of Debt

Costs	2015		Term	Rate (1):	Amount:
	FY	Total			
Construction	14,983,000	14,983,000	25	4.00%	11,192,105
FF&E (interior & exterior)	861,000	861,000			
Construction Contingency	749,000	749,000			
Permits & Const. Fees & Ins.	480,000	480,000			
Consultants/Architects/Engineering	570,000	570,000			
Bond Issuance Closing/Legal	82,000	82,000			
Capitalized Interest	460,000	460,000			
Funded Reserves	0	0			
Bank Origination Fee	60,000	60,000			
Total Costs	18,245,000	18,245,000			
Sources of Funds					
Loan	11,192,105	11,192,105			
County/City Contributions	3,280,000	3,280,000			
Total Sources of Funds	\$14,472,105	\$14,472,105			
Balance of Funds required	\$3,772,895.00	\$3,772,895.00			
Capital Campaign Fund Balance	\$187,506	\$187,506			
Pledges in Hand	\$3,920,522	\$3,920,522			
Pledge Receipts	\$0	\$0			
Better Living - In-kind Pledge for FF&E	\$50,000	\$50,000			
	\$4,158,028	\$4,158,028			

(1) Interest Rate is Prime Rate plus 0.75%



exterior perspective, view of YMCA entrance and family aquatics center from southeast



exterior perspective, view of family aquatics center from southwest



exterior perspective, winter view of YMCA facility in McIntire Park from route 250 west



bird's eye perspective, view of YMCA in west McIntire Park



south elevation of facility

schematic SITE AND FACILITY IMAGES

PIEDMONT FAMILY YMCA in McIntire Park

2009_10.16





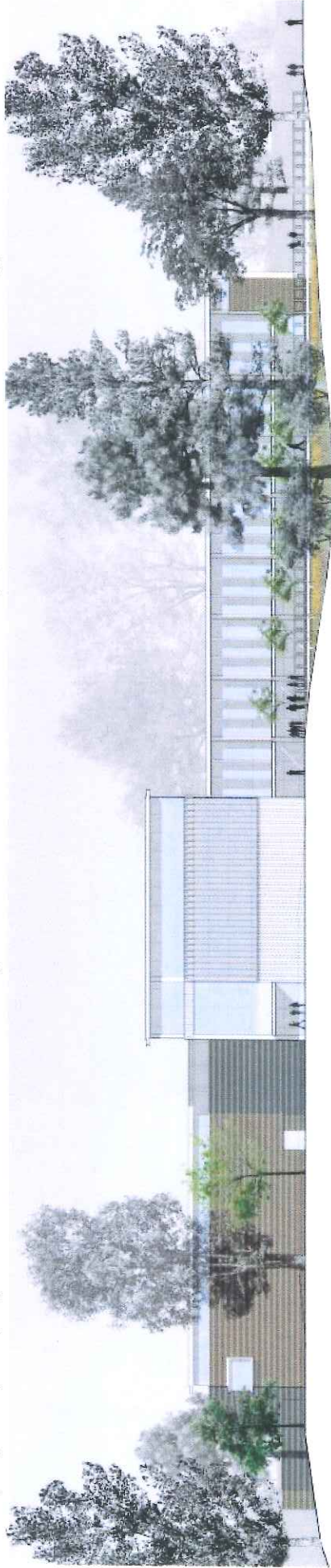
interior perspective, family aquatics center and view to woods beyond



interior perspective, fitness center with woods and gym views



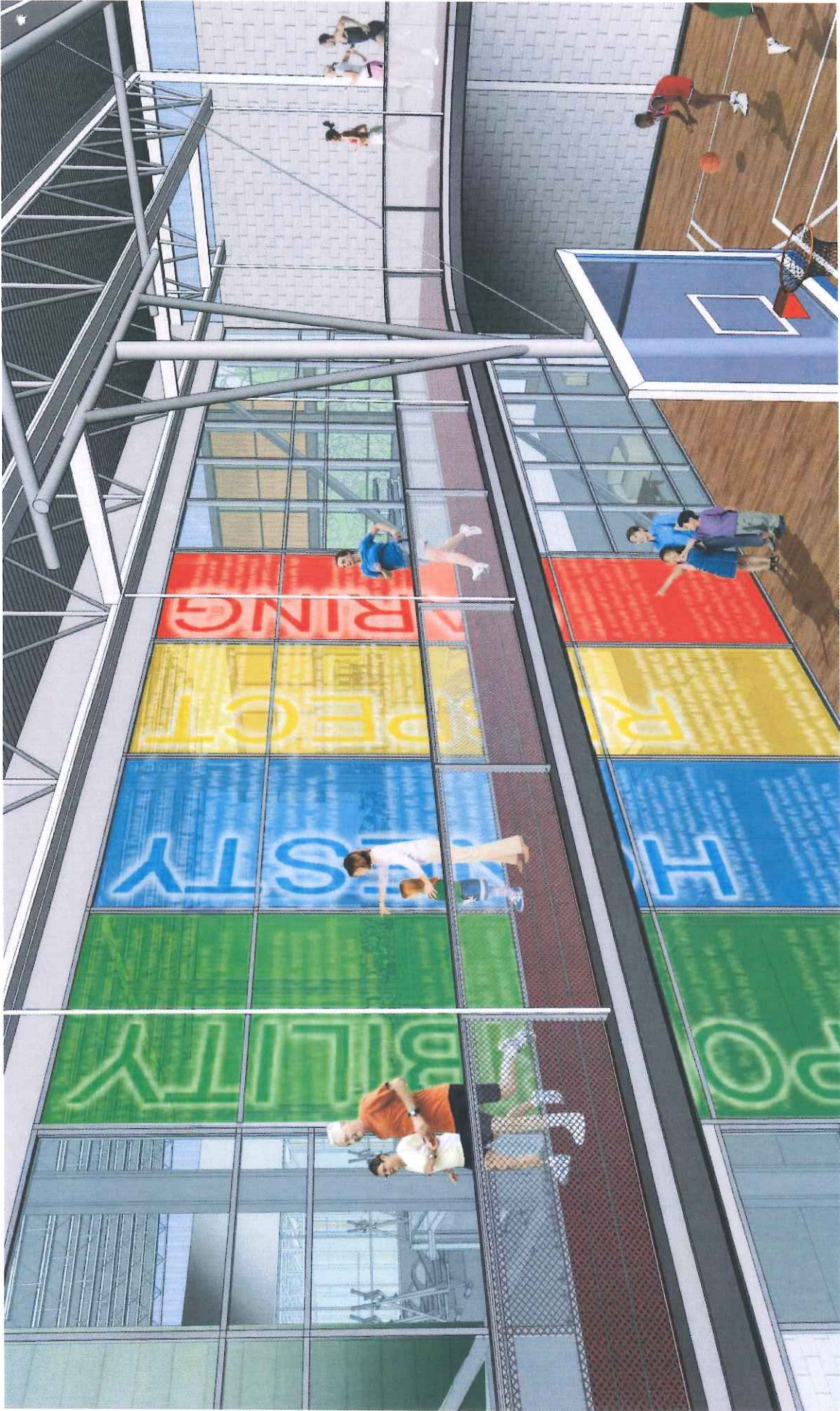
physical model, view of northwest (gymnasium) corner of facility



north elevation of facility

schematic SITE AND FACILITY IMAGES





elevated running track

PIEDMONT FAMILY YMCA in McIntire Park
2010_06.09

VMDO ARCHITECTS

USE AGREEMENT
MCINTIRE PARK NON-PROFIT COMMUNITY RECREATION CENTER

THIS AGREEMENT is entered into this 15th day of January, 2008, among the **PIEDMONT FAMILY YMCA, INC.** (the "Lessee"), the **CITY OF CHARLOTTESVILLE** (the "City"), and the **COUNTY OF ALBEMARLE** (the "County").

WHEREAS, the City and the Lessee have entered into a Ground Lease dated January 15, 2008, for certain property within McIntire Park in the City of Charlottesville (the "Lease"); and,

WHEREAS, under the terms of the Lease the Lessee will construct and operate a community recreation center on the Leased Premises (the "Facility"); and,

WHEREAS, the County has agreed to make a future capital contribution of \$2,030,000 for construction of the Facility (the "County Capital Contribution"); and,

WHEREAS, the parties hereto desire to enter into an agreement that sets forth the terms, conditions and requirements for the operation of the Facility.

The Parties therefore agree that throughout the term of the Lease the Facility will be operated and managed in accordance with the following:

(1) Lessee Status: Lessee covenants that it, and any authorized or approved assignee or subtenant of Lessee, will operate the Facility as a charitable, non-profit organization.

(2) County Capital Contribution and Facility Components: The County agrees to make the County Capital Contribution and the Lessee agrees to diligently conduct a capital campaign to solicit contributions from private donors to pay for the cost of construction of the Facility. Subject to Paragraph 8 of the Lease, Lessee shall not begin construction until it has secured cash, pledges and a loan commitment sufficient to construct the following components (the "Core Components"):

- fitness center
- gymnasium (including indoor track)
- multi-purpose space (including meeting space)
- locker rooms
- child watch space
- family aquatics center

Lessee desires to raise sufficient contributions, and if successful, intends to add the following additional components (the "Additional Components"):

- licensed child care center

(3) Core Functions: Lessee agrees to provide the following programs, functions or activities at the Facility utilizing the Core Components:

(Check if to be provided)

- Youth, teen, adult and senior athletics
- Health, fitness and wellness facilities and programs
- Youth and teen life skill development
- Community and family special events
- Art, culture and enrichment programming
- Environmental education
- Outdoor adventure education
- Therapeutic recreation
- Child Watch
- Instructional / recreational / therapeutic aquatics
- Competitive / recreational / aquatics

Lessee intends to provide the following programs if sufficient funds are raised by it to construct the Additional Components:

- Licensed child care

(4) Public Access: The Facility will be open to all residents of the City of Charlottesville and Albemarle County, and any non-resident member of the YMCA. Lessee's service area, as designated by the YMCA of the USA, includes all or portions of the counties of Greene, Nelson, Madison, Fluvanna, Orange and Louisa, and residents within this service area will also have access to the Facility. Lessee shall not discriminate against any person in its membership, programs or employment because of race, religion, color, gender, sexual orientation, national origin, disability, financial circumstances or any other basis prohibited by law.

(5) Relation to McIntire Park: Lessee desires to coordinate with the City's Parks and Recreation Department in the preparation of its master plan for McIntire Park. Integration of the Facility as a component part of the larger McIntire Park will depend in large degree on the outcome of that planning process. Nevertheless, it is anticipated that the Facility can be used to enhance current annual events at McIntire Park such as the Dogwood Festival, Earth Day, and Fourth of July events by holding on such days programs such as family open house activities, helping to coordinate outdoor activities with the Parks and Recreation Department or serving as the focal point for event coordination. Lessee also intends to offer programs and services that will take advantage of McIntire Park's inherent assets. Such programs may include walking programs for fitness for all ages using the trails and in bad weather using the Facility, summer day camps, and nature and environmental programs such as the YMCA's Earth Corps program through which YMCA member volunteers can build and maintain additional walking trails within the Park. Users of the Facility, as part of their overall fitness

program, can use these trails, giving participants both an indoor and outdoor experience, and an appreciation of the Park's inherent beauty. The Facility's multi-purpose space could be used for class room space, as a meal site and provide rainy day options in connection with other Parks and Recreation Department programs at the Park. Lessee could also use the Facility in a number of different ways to bring in new events to the community such as a duathlon and other athletic events.

(6) Management of Lessee: Responsibility for the ongoing management and operation of the Facility will be vested in an Executive Director or Chief Executive Officer who will report to a Board of Directors, chaired by a volunteer President, which will function as the policy-making body of the Lessee. The City and the County will each have the right to appoint two members (four members altogether) to the Lessee's Board of Directors. The Lessee agrees to amend its Bylaws to provide that the Directors of the City and the County Parks and Recreation Departments are both invited and expected to attend each and every meeting of the Board of Directors of the Lessee until termination of the Lease. Such Directors, like the Lessee's Executive Director, shall attend such meetings in an advisory capacity and have no vote, nor any liability as directors. Lessee further agrees to actively seek and recruit residents of the City as Board members to more equally balance the residencies of the members of Lessee's Board. All members of the Board, regardless of residency, will be required to be members of the YMCA.

(7) Fee Structure: The membership and fee structure of Lessee at the time of the opening of the Facility is anticipated to be as follows, and shall be subject to change by the Lessee's Board of Directors:

	Anticipated Monthly Membership Rate upon opening	Anticipated Non-Member Daily Admission Fee upon opening
City/County Resident – Family	\$72.00	\$9.00
City/County Resident – Adult Individual (ages 24-61)	\$48.00	\$6.00
City/County Resident – Senior Individual (62+)	\$43.00	\$5.00
City/County Resident - Young Adult (19-23) Individual	\$30.00	\$4.00
City/County Resident – Teen/High School (ages 14-18)	\$20.00	\$3.00
City/County Resident – Youth (13 and under)	\$18.00	\$3.00

Reasonable membership categories, and membership, daily admission, class and program fees shall be set by the Lessee's Executive Director / Chief Operating Officer, subject to the approval of Lessee's Board of Directors. Lessee understands that there are a number of City residents who currently utilize a punch pass system to allow them to have access to Crow and Smith pools for recreational lap swimming. Lessee agrees to implement a similar system for individual recreational lap swimming in addition to its membership and program fee structure to help transition these individuals to the Facility, which system shall be phased out over a reasonably short period of time based on its actual usage.

(8) Financial Assistance: No resident of the City of Charlottesville or Albemarle County will be denied access or use of the Facility for financial reasons. The Lessee will provide financial aid based on need to any City or County resident wishing to participate as a member of Lessee, or in any class, program or activity conducted at the Facility. The process to determine eligibility for financial aid shall be simple, applicant-friendly, consistently applied and subject to approval by the Lessee's Board of Directors to ensure both (i) the accuracy of the determinations and (ii) convenience to the applicants. Initially, and consistent with the policy of many other YMCA's, Lessee will require applicants for financial assistance to provide it with copies of such person's tax return for the prior year and last two payroll stubs. In the event the applicant does not file a tax return, Lessee will require the applicant to provide it with a letter from a federal or state agency indicating that the applicant is eligible for federal or state assistance.

The Lessee's income criteria for the granting of financial aid for reduced or free admissions or memberships are as follows:

- (i) Any individual or family living at or below the established federal poverty level will be eligible for 100% financial assistance.
- (ii) Any individual living at or above the median household income for the City of Charlottesville would not ordinarily be eligible for any financial assistance, subject to extenuating circumstances.
- (iii) To determine eligibility for financial assistance for families, an additional \$4500 per additional family member is added to the income standards used to determine eligibility.
- (iv) The Lessee's Board of Directors will establish a graded scale to determine the level of financial assistance available for those individuals and families whose means lie between the two standards of 100% to 0% assistance eligibility.

These criteria are subject to reasonable modifications from time to time by Lessee's Board of Directors. The Lessee also understands that the federal poverty level is used by the City school system to determine eligibility for certain school benefits and agrees to work with the school administrators to establish a system whereby a common application for financial assistance eligibility can be used.

(9) Hours of Operation: The anticipated hours of operation of the Facility will be as follows, subject to reasonable adjustment by the Lessee's Board of Directors:

Monday – Friday: 6:00 a.m. to 9:00 p.m.
Saturday: 6:00 a.m. to 4:00 p.m.
Sunday: 1:00 p.m. to 5:00 p.m.

(10) Community Engagement: Lessee will publicize, and participate in the efforts of the City and the County to publicize, membership benefits, programs, transportation assistance and employment opportunities at the Facility, in order to encourage use of the Facility and participation in programs by the public.

(11) Transportation and Parking: The Lessee desires that the City extend its existing bus line on Rugby Avenue into McIntire Park to serve the Facility. The Lessee will provide additional transportation assistance for programs as is reasonably feasible based upon need, insurance and operating costs and equipment available to it. The City agrees to permit users of the Facility to use the existing parking spaces in McIntire Park. Lessee will construct such additional parking spaces as is reasonably feasible based upon the size and layout of the Leased Property and as may be required by applicable zoning.

(12) Additional Provisions Related to Funding, Access and Use by City and County Residents. In the event the Lease is not renewed or is otherwise terminated, the City agrees to allow access to the Facility to County residents on the same basis in all respects as it allows access to City residents. In the event the City commits on or before May 20, 2008 to a future capital contribution of \$1,250,000 for construction of the family aquatics center, the Lessee agrees to include at least six (6) 25-yard competitive swimming lanes and a one (1) meter board and diving well and give the Charlottesville High School swim team priority access to those six lanes for practices up to two hours immediately after school classes end during the high school winter swim season, and otherwise subject to the same terms and conditions established by the Lessee with respect to other teams and programs using the pool. The Lessee further agrees that the City may deduct the funds provided by it for this purpose from any amounts owed to Lessee under Paragraph 31.A of the Lease upon termination of the Lease. The City and the Lessee further understand that the County has tentatively set aside \$1,250,000 in its CIP budget for 2012 for a competitive pool at the Facility. The City, County and Lessee agree to negotiate in good faith prior to completion of the City's master plan for the active side of McIntire Park with respect to the building of additional swim lanes and/or a competition pool; provided, however, that in the event no agreement is reached prior to the earlier of completion of such plan or May 20, 2008, the Lessee shall have the right to move forward with construction of the Facility with the components identified in Paragraph (2) above, including in the aquatics center, if the City has committed to make the \$1,250,000 capital contribution as set forth above, at least six lanes, a 1 meter board and diving well. Lessee agrees to work with the City and County to design and implement learn to swim programs for public school students.

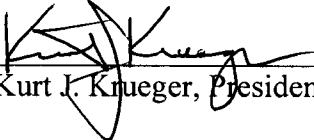
(13) Additional Provisions Related to Rights of County With Respect to Lease.

Lessee agrees to provide the County Executive with copies of all reports and records provided to the City Manager under Paragraph 28 of the Lease, and the County shall have the same rights to audits and inspections of books and records as are provided to the City under such Paragraph. The County shall have the same right of entry as provided to the City under Paragraph 34 of the Lease. The City and Lessee agree that the Lease may not be modified in any way which lessens or adversely impacts the rights of the County or its residents hereunder.

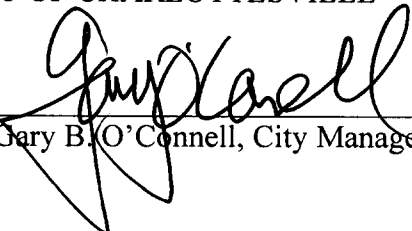
(14) Modification: This Agreement may only be modified by written amendment executed by authorized individuals on behalf of the Lessee, the City and the County.

WITNESS the following authorized signatures:

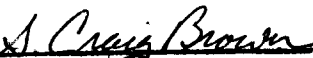
PIEDMONT FAMILY YMCA, INC.

By: 
Kurt J. Krueger, President

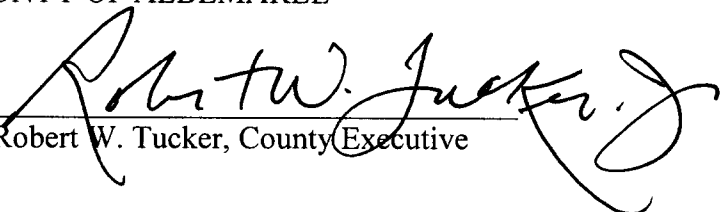
CITY OF CHARLOTTESVILLE

By: 
Gary B. O'Connell, City Manager

Approved as to form:

by 
City Attorney

COUNTY OF ALBEMARLE

By: 
Robert W. Tucker, County Executive

Approved as to form:


County Attorney

V4811553.9

THIS GROUND LEASE (hereafter the "Lease") is entered into this 15th day of January, 2008, by the **CITY OF CHARLOTTESVILLE** (hereafter the "City") and the **PIEDMONT FAMILY YMCA, INC.**, a charitable non-profit organization authorized to do business in the Commonwealth of Virginia (hereafter "Lessee").

1. Leased Property. The City, as the title holder of the subject property, in consideration of the rents and covenants to be paid and performed by the Lessee, leases to the Lessee and the Lessee leases a portion of the property commonly known as McIntire Park in the City of Charlottesville, being within the area described on Exhibit A, attached hereto and incorporated herein by reference, (hereafter the "Leased Property").

[Note: the specific property subject to this Lease will be approximately 3 – 5 acres and located on the western side of McIntire Park in the area currently used as softball fields. The exact boundaries of the Leased Property will be determined by the City following the completion of a Master Plan for McIntire Park, which the City shall complete by May 20, 2008. The area to be studied for the exact boundaries is shown in Exhibit A. In the event the City has not completed the Master Plan, the boundaries of the Leased Property shall be the area identified on the plat attached hereto as Exhibit C, as per Paragraph 4 below. In no event shall the Leased Property include the existing picnic shelters, playground area, concession/restrooms building, parking areas or baseball fields.]

2. Title to Leased Property. The City represents and warrants to the Lessee that it has the power and authority to execute this Lease and to carry out and perform all covenants to be performed by the City under this Lease.

3. Condition of Leased Property and Lessee's Right of Entry. The Leased Property is currently used as active and passive public recreational areas under the supervision of the City Department of Parks and Recreation. The City makes no representation or warranty as to the condition or suitability of the Leased Property for the intended purpose of this Lease prior to or at the time of the execution of this Lease. Lessee accepts the Leased Property "as is" on the effective date hereof.

Prior to the Commencement Date specified in Paragraph 4, the Lessee shall have the right to enter onto the Leased Property for the purpose of conducting, at Lessee's own risk, cost and expense, surveys, soil borings, engineering studies and other similar examinations necessary to determine the suitability of the Leased Property for the Lessee's intended use. Lessee shall provide reasonable notice to the City Department of Parks and Recreation prior to entering the property, and shall exercise this right of entry at all times so as not to unreasonably interfere with the normal operation of McIntire Park. If Lessee determines, as a result of its studies, that the Leased Property is not suitable for its intended use, Lessee may terminate this Lease prior to the Commencement Date, and neither party shall have any further rights or obligations hereunder. In the event of such termination Lessee shall, at its own expense, restore the Leased Property to the condition in which it existed prior to any changes made during the course of its studies. Lessee indemnifies and agrees to hold the City harmless and defend the City

from all claims for damages to the City or its agents caused by actions of the Lessee in the course of conducting the studies.

4. Term. The initial term of this Lease shall be for a period of forty (40) years, which shall begin on the date specified in the notice from Lessee to the City required below (the "Commencement Date") and continuing thereafter throughout the ____ day of _____, 2048. Lessee shall give the City at least sixty (60) days prior written notice of the Commencement Date, which shall be the date it may commence occupancy of the Leased Property, not later than 120 days from the earlier of May 20, 2008 or the date the City completes its Master Plan for McIntire Park. The City agrees to complete such Plan and give notice to the Lessee of the site in McIntire Park on or before May 20, 2008. In the event the City fails to complete such Plan or give such notice, the area identified on the plat attached hereto as Exhibit C shall be designated as the Leased Property without further action on the part of either the City or Lessee.

5. Rent. The Lessee shall pay to the City nominal rent at the rate of \$1.00 per year, the receipt of which is hereby acknowledged.

6. Use. Subject to the Lessee's compliance with all applicable local, state and federal laws and regulations, the City hereby grants permission to the Lessee to occupy the Leased Property for the purposes of constructing and operating a fitness and recreational center with such amenities as are provided for in the Use Agreement (defined in Paragraph 7 below) (hereinafter the "Facility").

7. Purpose. Unless otherwise agreed by the parties, the use of the Facility shall be primarily for the benefit of residents of the City of Charlottesville and Albemarle County, and non-resident members of Lessee. The operation of the Facility, and the conducting of any programs, classes or activities on the Leased Property, shall be in accordance with a "Use Agreement" executed by the parties hereto and the County of Albemarle, which is attached hereto and incorporated herein as Exhibit B. The Use Agreement may be modified from time to time with the approval of all of the parties to the Use Agreement, provided that such modifications are in writing and signed by authorized representatives of all such parties.

8. Construction Commencement and Completion. If construction is not commenced within sixty (60) months of the execution of this Lease, this Lease shall terminate unless an extension of time is requested by the Lessee for good cause and agreed to by the City, such agreement not to be unreasonably withheld. Subject to delays beyond the reasonable control of the Lessee, the Lessee shall substantially complete construction of the Facility and obtain a Certificate of Occupancy within twenty-four (24) months of the beginning of construction, unless an extension of time is requested by the Lessee for good cause and agreed to by the City, such agreement not to be unreasonably withheld. All construction shall be conducted in such a way as to minimize disruption to other activities and uses of McIntire Park outside of the Leased Property. In the event construction materially disrupts operations of the City or other authorized users of McIntire Park outside of the Leased Property, the City may, by written order to the

Lessee, require the Lessee to temporarily stop all, or any part, of the construction. Upon completion of construction, Exhibit A shall be replaced with a map showing the exact coordinates for the location of the Facility, in addition to the boundaries of the Leased Property.

9. Quiet Enjoyment. The Lessee, on paying the rent and observing and keeping all covenants, warranties, agreements and conditions of the Lease on its part to be kept, shall quietly have and enjoy the Leased Property and the Facility during the Lease term.

10. Approval of Improvements.

A. No improvements of any kind, including driveways and parking areas, shall be made to the Leased Property unless and until Lessee shall have obtained any and all required local, state and federal governmental approvals and permits, and all such improvements shall be undertaken and constructed in strict compliance with all applicable City, state and federal rules, regulations and laws.

B. The City and the Lessee acknowledge that the Lessee's intended use of the Leased Property may require a rezoning, special use permit or site plan approval for all or any portion of the Leased Property. By its execution of this Lease the City hereby evidences its written consent for Lessee to apply for and seek any and all land use and zoning approvals necessary for the future intended use of the property. The City's consent shall not be construed as a representation that it will grant or approve any particular application submitted by Lessee, which is otherwise within the City's discretion to approve or deny.

C. The Lessee shall, at its own expense, engage licensed architects, engineers and other professionals as necessary to conduct all necessary site evaluations and surveys, to include, but not necessary limited to, public records, easements, utility locations, plat surveys, existing conditions surveys, soils investigations and environmental investigations. The Lessee shall produce for approval design plans and construction documents, to include specifications, site, building, traffic, roadway and parking plans. The preliminary drawings and design plan for the entire Facility shall be approved by the City Council prior to commencement of any construction. Additionally, a site plan must be approved by the City Planning Commission prior to the commencement of any construction. Such approvals by the City Council and the City Planning Commission shall not be unreasonably withheld.

D. The design and exterior appearance of the proposed Facility shall be subject to the approval of the Charlottesville City Council. Prior to the commencement of construction Lessee shall submit to the City Board of Architectural Review ("BAR") a detailed and clear description of the exterior features of the proposed Facility, including but not limited to the general design, arrangement, texture, materials, plantings and colors to be used, and the type of windows, exterior doors, lights, landscaping, parking, signs and other exterior fixtures and appurtenances. The BAR shall, within forty-five (45) days from receipt of a complete submittal make a

recommendation to the Charlottesville City Council regarding the appropriateness of the design and appearance of the proposed Facility and if a recommendation is not made, within such time period the application shall be forwarded to City Council for action. Within thirty (30) days of the earlier of (i) receipt of the recommendation of the BAR or (ii) expiration of the review period, the City Council shall approve, approve with conditions or disapprove the proposed exterior design and appearance of the Facility. Such approval by the City Council shall not be unreasonably withheld. The Lessee and the BAR or the City Council, as applicable, may mutually agree to an extension of the time limits set forth in this Paragraph.

E. If Lessee fails to obtain any of the approvals necessary to construct and operate the Facility, following diligent pursuit thereof, the Lessee may terminate this Lease without further obligation, responsibility or duty by either party hereto.

F. The City agrees to grant to Lessee standard easements to and from the Leased Property for any utility lines required to serve the Facility. Lessee shall have a right of access to and from the Leased Property over existing McIntire Park ingress and egresses.

G. The Lessee shall have the right to place signs on the exterior of the Facility and at such other location at McIntire Park as may be permitted pursuant to the City of Charlottesville zoning ordinance.

H. Upon termination of this Lease for any cause Lessee shall remove, at Lessee's sole expense, any and all improvements made by the Lessee to the Leased Property excepting those made with the consent or approval of the City. The City shall provide thirty (30) days notice of any request to remove such improvements or to elect to keep such improvements as the City's property. In the event of removal Lessee shall be responsible for the restoration of the Leased Property to its prior condition, and if Lessee fails to do so then the City may do so and collect from Lessee the cost thereof.

11. Existing Improvements within the Leased Property. Lessee shall, at its own expense, be responsible for the removal and disposal of any existing structures or improvements on the Leased Property at the time of the execution of this Lease. Lessee shall be under no obligation to replace any improvements removed pursuant to this provision. In lieu of disposal by the Lessee, the City may, in its discretion, retain ownership of any materials, equipment or structures removed by the Lessee. In the event the City elects to retain ownership, any extra cost for removal over and above demolition costs shall be borne by the City.

12. Reservation of Easements. The City reserves to itself, while this Lease is in effect, easements over and for all existing utilities within the Leased Property, including but not limited to water, sanitary sewer, storm water sewer, electrical power and gas. At the option of the City, Lessee shall execute standard deeds of easement granting the City adequate access to any existing utilities within the Leased Property. Any relocation of existing utilities required by construction of the Facility and related improvements shall

require the prior approval of the City of Charlottesville, which approval shall not be unreasonably withheld, and shall be accomplished at the sole expense of the Lessee.

13. Existing Recreation or Parking Facilities. All construction shall be performed in a manner so as not to materially reduce or interfere with the City's or the City Parks and Recreation Department's existing recreational or parking amenities located outside of the Leased Property at McIntire Park; provided, however, that the Lessee and the City, through its Department of Parks and Recreation, may agree on certain site or use restrictions during the construction period. The Lessee shall provide reasonable parking and roadway improvements to accommodate the construction and operation of the Facility.

14. Title, Liens. Title to the ground shall remain in the name of the City. Title to the Facility constructed by the Lessee shall be titled in the name of the Lessee, except as otherwise provided herein. The Lessee agrees that the Leased Property and the Facility shall not be encumbered by any mortgage, lien (mechanic's lien, materialmen's lien or other lien), pledge other encumbrance during the term of the Lease. If any such lien or notice of lien rights shall be filed with respect to the Leased Property, the Lessee shall immediately take such steps as may be necessary to have such lien released, and shall permit no further work to be performed at the Leased Property until such release has been accomplished.

15. Financial Assurances. Prior to the commencement of any construction in or upon the Leased Property, the Lessee shall have entered into a written contract with a licensed and bonded Class A general contractor and shall have secured a performance bond for the entire amount of the contract, or shall have secured other contractual arrangements reasonably acceptable to the City that provide assurance that the construction will be completed. Additionally, prior to the commencement of construction, the Lessee shall present to the City Manager for his review and concurrence (a) a capital financial plan containing adequate assurance of the Lessee's ability to finance the construction of the Facility and (b) a five-year operational plan and budget that demonstrates adequate assurance that the Lessee will have available funds to support the operational plan for use and maintenance of the Facility. The Lessee acknowledges that the City is under no obligation under this Lease to provide any funding to construct, equip or operate the Facility.

16. Maintenance / Operational Expenses.

A. Upon the date of commencement of construction of the Facility, and continuing throughout the term of the Lease or its termination, whichever first occurs, the Lessee shall, at its own cost and expense, maintain and keep the Leased Property, whether improved or unimproved, in a reasonably clean, attractive condition, and not commit or allow any waste or damage to be committed on or to any portion of the Leased Property. The Lessee shall be responsible for all costs associated with the ongoing maintenance, operation and repair of the Facility, including but not limited to the roof, doors, windows, mechanical, utility and electrical systems, sidewalks, parking areas

installed by Lessee, and landscaping. Maintenance, repair and snow removal from joint City – Lessee parking areas shall be as set forth in the joint use agreement for such areas. Lessee further agrees to abide by any duly adopted City policies, present or future, governing the use of pesticides, cleaners, fertilizers or other products at McIntire Park.

B. As part of its maintenance responsibilities Lessee agrees to comply fully with any applicable governmental laws, regulations and ordinances, limiting and regulating the use, occupancy or enjoyment of the Leased Property, and to comply with the Virginia Uniform Statewide Building Code and the Virginia Statewide Fire Prevention Code, as supplemented and modified by duly enacted ordinances of the City of Charlottesville.

17. Utilities and Services. The Lessee shall be responsible for and pay all costs and charges for utilities and services in connection with the Lessee's occupancy of the Leased Property including, but not limited to, permits and connection charges for gas, heat, light, water, sewer, power, telephone, cable, internet connection, janitorial, trash removal and other utilities or services. All of the foregoing utilities and services shall be instituted and obligated for in the name of the Lessee, and the City shall have no responsibility whatsoever for the furnishing or cost of the same.

18. Taxes and Assessments. Real property taxes shall not be imposed against the leasehold interest of Lessee if Lessee is exempt from the payment of real property taxes pursuant to Chapter 36 of Title 58.1 of the Code of Virginia (Virginia Code sections 58.1-3600 *et seq.*); provided, however, that real estate taxes on the Lessee's leasehold interest shall become due and payable at any time that Lessee is no longer entitled to a tax exemption under the laws of the Commonwealth of Virginia.

19. [Intentionally Omitted.]

20. Damage or Destruction of the Leased Property. The City shall have no responsibility for any damage caused to the Facility or the Leased Property, except that caused by the negligence or willful misconduct of the City or its employees and agents, to the extent provided by law. The Lessee agrees that all property of every kind and description kept, stored or placed in the Facility shall be at the Lessee's sole risk and hazard and that the City shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity, the elements or otherwise, whether or not originating in the Facility and whether or not caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating or any other facility, equipment or fixtures or any other similar cause or act.

21. Indemnification. The Lessee shall indemnify, defend and hold the City and its officials, officers and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense suffered, sustained, incurred or in any way be subjected to, on account of death of or injury to any person 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 in the performance of the Lessee's obligations under this

Lease, or which occurs as a consequence of any negligence, omission or misconduct of the Lessee and any of its contractors, subcontractors, agents or employees in the performance of the Lessee's obligations under this Lease. The City, to the extent provided by law, shall be responsible for the negligent acts, omissions or misconduct of its agents or employees.

22. Assignment. The Lessee shall have no right to assign, in any manner or fashion, any of the rights, privileges or interests accruing to it under this Lease to any other individual or entity, without the prior written consent of the City, which consent shall not be unreasonably withheld in the event of a proposed assignment to a successor non-profit charitable organization. In the event of assignment, the Lessee shall remain fully liable and responsible for all of the obligations imposed by this Lease unless it is otherwise agreed in writing by the City.

23. Sublease. The Lessee may sublet portions of the Facility subject to approval by the City. The operations of any tenant under such a sublease arrangement must be compatible with the operations of the Lessee and the intent of this Lease. Any sublease will ensure the completion of the proposed construction and continuation of any necessary utilities, maintenance and repairs. Any sublease must incorporate the terms of all contracts and agreements then in existence between the parties in connection with the Facility including the terms of this Lease.

24. Nondiscrimination. During the term of this Lease, the Lessee agrees that it will not discriminate against any person in its membership, programs or employment because of race, religion, color, gender, sexual orientation, national origin, disability, financial circumstances or any other basis prohibited by law.

25. Drug-Free Workplace. During term of this Lease, the Lessee is to provide a drug-free workplace for the Lessee's employees, and to provide notification of this policy to its employees and applicants for employment. For the purposes of this Paragraph, "drug-free workplace" means a workplace where employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the term of this Lease.

26. Insurance. Prior to commencing any construction of the Facility, the Lessee, at its sole cost and expense, shall secure and maintain throughout the term of this Lease, the following insurance coverage:

(a) **Workers' Compensation Insurance.** The Lessee shall maintain and require all contractors or subcontractors to maintain such workers' compensation coverage as may be required pursuant to the provisions of Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia, 1950, as amended.

(b) **Commercial General Liability Insurance.** The Lessee shall maintain and require all contractors or subcontractors to maintain, per occurrence,

the following coverages: \$1,000,000 general aggregate limit (other than products/completed operations); \$1,000,000 aggregate limit products/completed operations; \$1,000,000 personal injury and advertising injury limit liability; \$1,000,000 each occurrence limit; \$100,000 fire damage limit (any one fire); and \$10,000 medical expenses limit (any one person).

(c) Fire and Extended Coverages. The Lessee shall maintain coverage against loss, damage or destruction by fire and such other hazards as are covered and protected against, at standard rates under policies of insurance commonly referred to and known as "extended coverage," as the same may exist from time to time.

Each insurance policy required by this Paragraph shall be written or endorsed so as to preclude the exercise of the right of subrogation against the City and, with the exception of Workers' Compensation Insurance, shall name the City as an additional insured. Each insurance policy required by this Paragraph also shall be endorsed to include the following clause: Should any of the insurance policies be canceled before the expiration date thereof, the issuing insurance company will endeavor to mail written notice of such cancellation to the City at least 10 days in advance. Upon receipt of any notice, verbal or written, that the said insurance is subject to cancellation, the Lessee shall immediately (within five business days) notify the City. In the event Lessee fails to comply with the requirements of this section, the City shall have the right to require the Lessee to suspend use of the Facility until such time as the requirements of this Paragraph are met.

27. Proof of Insurance. The Lessee shall provide the City with one or more certificate(s) of insurance confirming the insurance required by this Lease. The Workers' Compensation Insurance and Commercial General Liability Insurance certificates shall be provided to the City by the Lessee upon the Commencement Date of this Lease, then again (without demand) on or before the expiration date of any policy and, upon request by the City, on each anniversary of the Commencement Date of this Lease. The Fire and Extended Coverages certificate shall be provided to the City by the Lessee prior to the commencement of construction of the Facility, then again (without demand) on or before the expiration date of any policy and, upon request by the City, on each subsequent anniversary of the Commencement Date of this Lease. Upon demand by the City, Lessee shall furnish copies of the Lessee's insurance policies, together with the required endorsements as provided herein.

28. Annual Report; Financial Records. The Lessee shall prepare an annual report for presentation to the City Manager upon the anniversary of the Commencement Date of this Lease or at such time as otherwise agreed, including an operational plan and budget with at least a five-year projection. In accordance with generally accepted accounting procedures, the Lessee shall maintain books and records pertaining to the Leased Property and Facility and amounts expended by it in connection with this Lease. Upon request, the City shall be entitled, at its own expense, to obtain an audit of such books and records. Upon receipt of notice that the City desires an audit, the Lessee shall

make its books and records available to the City and its auditor(s), and the Lessee shall cooperate with the audit.

29. Default. Each of the following occurrences relative to the Lessee shall constitute default:

- (a) Failure or refusal by the Lessee to make the timely payment of rent or other charges due under this Lease when the same shall become due and payable, provided the City has given the Lessee fifteen (15) days written notice of the same;
- (b) The filing or execution or occurrence of an insolvency proceeding by or against the Lessee; or an assignment for the benefit of creditors; or a petition or other proceeding by or against the Lessee for the appointment of a trustee or a receiver or for the liquidation of any of the Lessee's property; or a proceeding by any governmental authority for the dissolution or liquidation of the Lessee;
- (c) Failure by the Lessee in the performance or compliance with any of the terms, covenants, or conditions provided in this Lease, including provisions of the Use Agreement, which failure continues uncured for a period of sixty (60) days after written notice from the City to the Lessee specifying the items in default; provided, however, if such failure is of a type that is not reasonably capable of being cured within such sixty (60) day period, such sixty (60) day period shall be extended for so long as the Lessee is making diligent efforts to cure such default; or
- (d) Any change in the operation, charter, or ownership of the Lessee (including, but not limited to, loss of Internal Revenue Code 501(c)(3) tax-exempt status) incompatible with the purpose of this Lease, or a change, incompatible with the purpose of this Lease, in the nature of the services provided at the inception of the Lease as set forth more fully in Exhibit B).

In the event of default as defined in this Paragraph, title to the Facility shall revert automatically to the City, and the Lessee shall surrender the Facility as provided in Paragraph 32 and execute all documents deemed necessary by the City to convey title to the Facility.

30. Eminent Domain. In the event of termination due to any taking by eminent domain, partial or total, the City shall be entitled to receive that part of the total condemnation award or compensation for the taking which is equal or attributable to the value of the land taken, and the Lessee shall be entitled to receive the part of the award or compensation which is equal or attributable to the value of the Facility thereupon. If the taking is such that sufficient area remains for the Lessee to continue its normal operations, then the Lease shall terminate as to the part of the premises and Facility so taken, but shall remain in effect with respect to the part of the premises not taken.

31. Termination of Lease.

A. In the event the City chooses not to enter into a renewal of this Lease and not to enter into a new lease allowing continued operation of the Facility by the Lessee on substantially the same conditions, then (i) the City shall provide the Lessee with five years' notice of its intent not to enter into such a renewal or new lease (or shall renew this Lease for a sufficient duration to provide such five years' notice); (ii) the Lessee shall surrender the Facility as provided in Paragraph 32, and transfer title to the City at Lease termination and execute all documents deemed necessary by the City to convey title to the Facility. In the event of such termination or any agreed upon earlier termination of this Lease; the City shall compensate the Lessee in the amount of ninety percent (90%) of fair market value of the Facility as of the time of Lease termination. Nothing in this Paragraph shall be construed as granting the Lessee a lease for a period longer than forty years.

B. To calculate fair market value, the parties shall mutually determine a fair market value for the Facility, which value shall be determined as of the date of the termination of this Lease. If for any reason the parties are unable to agree upon a price, the following procedure shall apply: The City and the Lessee shall each select one qualified individual as an appraiser at each party's own expense. Said two appraisers shall determine the market value of the Facility (without adjustment for the status of the underlying real estate), including any furniture, fixtures and equipment, as of the date of the termination of the Lease, taking into consideration such factors as are generally considered in valuing similar facilities. If said appraisers are unable to mutually agree upon a fair market price for the facility, furniture, fixtures and equipment within thirty (30) days after their appointment, they shall select a third qualified appraiser and the two of the three appraisals closest in value shall be averaged, and that average shall be binding on the parties.

32. Surrender. Upon termination of the Lease, unless the Lease is renewed or a new Lease is granted to the Lessee pursuant to the requirements of state law, and upon payment by the City to Lessee of the amount required under Paragraph 31 above, the Lessee shall quit and surrender to the City the Leased Property and the Facility in good order and condition, except for ordinary wear and tear, free and clear of any liens or encumbrances, provided that the Lessee shall remove from the premises any personal property belonging to the Lessee (other than furniture, fixtures and equipment) or third parties, which can be so removed without material damage to the Leased Property and the Facility, and at its cost and expense shall repair any damage caused by such removal. Personal property not so removed shall become the property of the City, which may thereafter remove the property and dispose of it. Upon such termination and payment, the City may without further notice enter on, reenter, possess and repossess the Leased Property and the Facility by any necessary means, and may remove the Lessee and all other persons, and may have, hold and enjoy the Leased Property and the Facility and the right to receive all rental and other income of and from the same. The surrender of this Lease shall not work a merger and shall, at the option of the City, terminate all or any

existing subleases or may, at the option of the City, operate as an assignment to it of any or all such subleases.

33. Failure to Construct Facility or Abandonment of Use. If the Lessee fails to substantially complete the Facility within the timeframe set forth in Paragraph 8 above, discontinues use of the Facility for the purposes as set forth in this Lease and as more particularly described in Exhibit B for a period of at least six (6) months, or willfully abandons the use of the Facility for a period of at least six (6) months prior to the expiration of the term of the Lease, the Facility shall revert automatically to the City. In such event, the Lessee shall surrender the Facility as provided in Paragraph 32 and transfer title to the City at Lease termination, and execute all documents deemed necessary by the City to convey title to the Facility. Any period of time in which use of the Facility is discontinued or abandoned for the sole purpose of Facility maintenance, casualty repairs or improvements shall not be included in the six month period described in this Paragraph.

34. Right of Entry. At any time during the term of the Lease, the City shall have the right, upon prior notice to the Lessee (except in the event of an emergency), to enter the Leased Property and the Facility at all reasonable times for the purposes of inspecting the Leased Property and the Facility to ensure compliance with the terms of this Lease. Notwithstanding the City's right to inspect the Leased Property, the City shall have no obligation to inspect the same. The City's failure to detect any violation or to notify the Lessee of any violation shall not relieve the Lessee of obligations under the terms of this Lease.

35. Waiver. No failure on the part of the City to enforce any of the terms or conditions set forth in this Lease shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City of any default or failure to perform by Lessee shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges and/or the performance of all or any part of this Lease, for or during any period(s) following a default or failure to perform by the Lessee, shall not be construed as or deemed to be a waiver by the City of any rights hereunder.

36. Identity of Interest. The execution of this Lease or the performance of any act or acts pursuant to the provisions hereof shall not be deemed to have the effect of creating between the Lessee and the City any relationship of principal and agent, partnership or relationship other than that of lessee and lessor.

37. Notice. The City's designated representative to receive all communications, claims and correspondence regarding this Lease is the City Manager, at the following address: P.O. Box 911, Charlottesville, Virginia, 22902. The Lessee's designated representative to receive all communications, claims and correspondence regarding this Lease is its Executive Director/CEO, at the following address: 442 Westfield Road, Charlottesville, VA 22901. Either party may change the designated representative or

address for receipt of notices by giving notice to the other party as provided in this Paragraph.

38. Modification or Amendment. Any other modification or amendment of the Lease (other than for an extension or enlargement of the time or territory of the Lease, which is subject to Virginia Code section 15.2-2105) shall be binding only if approved by the Lessee and the City, and evidenced in a writing signed by each.

39. Time of Essence. Unless specifically provided herein to the contrary, in all instances where a party is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood and stipulated that time is of the essence.

40. Cooperation. The City and the Lessee agree to provide any further documentation or cooperate in any way necessary to carry out the basic intent of this Lease.

41. Persons Bound. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and inure to the benefit the respective parties hereto and to their representatives, successors and (where permitted by this Lease) their assigns.

42. Entire Agreement. This Lease, together with the schedules, riders and exhibits, if any, attached, contains the entire agreement between the City and the Lessee. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

43. Recording. Any party shall have the right, at its sole cost and expense, to prepare and record a Memorandum of Lease or short form of the lease in recordable form, but excluding detailed provisions of this Lease.

44. Headings. The section headings are for convenience only and shall not be used to explain, modify, simplify, limit, define or aid in determining the meaning or content.

45. Interpretation. In the event of any conflict, discrepancy or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' intent.

46. Severability. In the event that any term, provision or condition of this Lease, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

47. Governing Law. This Lease shall be governed, construed and enforced by and in accordance with the laws of the Commonwealth of Virginia. Any suit or controversy arising under this Lease shall be litigated in the General District or Circuit Court of the City of Charlottesville, Virginia. The party prevailing or substantially prevailing in any such litigation shall be entitled to an award of its attorney's fees from the non-prevailing party.

We agree to be bound by this Lease and its terms and conditions.

LESSOR:
CITY OF CHARLOTTESVILLE

By




Gary O'Connell
City Manager

Date

1/22/08

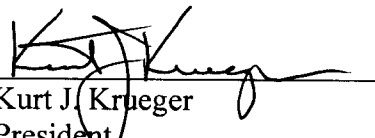
Approved as to form:

by 

City Attorney

LESSEE:
PIEDMONT FAMILY YMCA, INC.

By



Kurt J. Krueger
President

Date

1/15/08

V4802940.8

Exhibit A



**USE AGREEMENT
MCINTIRE PARK NON-PROFIT COMMUNITY RECREATION CENTER**

THIS AGREEMENT is entered into this 15th day of January, 2008, among the **PIEDMONT FAMILY YMCA, INC.** (the "Lessee"), the **CITY OF CHARLOTTESVILLE** (the "City"), and the **COUNTY OF ALBEMARLE** (the "County").

WHEREAS, the City and the Lessee have entered into a Ground Lease dated January 15, 2008, for certain property within McIntire Park in the City of Charlottesville (the "Lease"); and,

WHEREAS, under the terms of the Lease the Lessee will construct and operate a community recreation center on the Leased Premises (the "Facility"); and,

WHEREAS, the County has agreed to make a future capital contribution of \$2,030,000 for construction of the Facility (the "County Capital Contribution"); and,

WHEREAS, the parties hereto desire to enter into an agreement that sets forth the terms, conditions and requirements for the operation of the Facility.

The Parties therefore agree that throughout the term of the Lease the Facility will be operated and managed in accordance with the following:

(1) Lessee Status: Lessee covenants that it, and any authorized or approved assignee or subtenant of Lessee, will operate the Facility as a charitable, non-profit organization.

(2) County Capital Contribution and Facility Components: The County agrees to make the County Capital Contribution and the Lessee agrees to diligently conduct a capital campaign to solicit contributions from private donors to pay for the cost of construction of the Facility. Subject to Paragraph 8 of the Lease, Lessee shall not begin construction until it has secured cash, pledges and a loan commitment sufficient to construct the following components (the "Core Components"):

- fitness center
- gymnasium (including indoor track)
- multi-purpose space (including meeting space)
- locker rooms
- child watch space
- family aquatics center

Lessee desires to raise sufficient contributions, and if successful, intends to add the following additional components (the "Additional Components"):

- licensed child care center

(3) Core Functions: Lessee agrees to provide the following programs, functions or activities at the Facility utilizing the Core Components:

(Check if to be provided)

- Youth, teen, adult and senior athletics
- Health, fitness and wellness facilities and programs
- Youth and teen life skill development
- Community and family special events
- Art, culture and enrichment programming
- Environmental education
- Outdoor adventure education
- Therapeutic recreation
- Child Watch
- Instructional / recreational / therapeutic aquatics
- Competitive / recreational / aquatics

Lessee intends to provide the following programs if sufficient funds are raised by it to construct the Additional Components:

- Licensed child care

(4) Public Access: The Facility will be open to all residents of the City of Charlottesville and Albemarle County, and any non-resident member of the YMCA. Lessee's service area, as designated by the YMCA of the USA, includes all or portions of the counties of Greene, Nelson, Madison, Fluvanna, Orange and Louisa, and residents within this service area will also have access to the Facility. Lessee shall not discriminate against any person in its membership, programs or employment because of race, religion, color, gender, sexual orientation, national origin, disability, financial circumstances or any other basis prohibited by law.

(5) Relation to McIntire Park: Lessee desires to coordinate with the City's Parks and Recreation Department in the preparation of its master plan for McIntire Park. Integration of the Facility as a component part of the larger McIntire Park will depend in large degree on the outcome of that planning process. Nevertheless, it is anticipated that the Facility can be used to enhance current annual events at McIntire Park such as the Dogwood Festival, Earth Day, and Fourth of July events by holding on such days programs such as family open house activities, helping to coordinate outdoor activities with the Parks and Recreation Department or serving as the focal point for event coordination. Lessee also intends to offer programs and services that will take advantage of McIntire Park's inherent assets. Such programs may include walking programs for fitness for all ages using the trails and in bad weather using the Facility, summer day camps, and nature and environmental programs such as the YMCA's Earth Corps program through which YMCA member volunteers can build and maintain additional walking trails within the Park. Users of the Facility, as part of their overall fitness

program, can use these trails, giving participants both an indoor and outdoor experience, and an appreciation of the Park's inherent beauty. The Facility's multi-purpose space could be used for class room space, as a meal site and provide rainy day options in connection with other Parks and Recreation Department programs at the Park. Lessee could also use the Facility in a number of different ways to bring in new events to the community such as a duathlon and other athletic events.

(6) Management of Lessee: Responsibility for the ongoing management and operation of the Facility will be vested in an Executive Director or Chief Executive Officer who will report to a Board of Directors, chaired by a volunteer President, which will function as the policy-making body of the Lessee. The City and the County will each have the right to appoint two members (four members altogether) to the Lessee's Board of Directors. The Lessee agrees to amend its Bylaws to provide that the Directors of the City and the County Parks and Recreation Departments are both invited and expected to attend each and every meeting of the Board of Directors of the Lessee until termination of the Lease. Such Directors, like the Lessee's Executive Director, shall attend such meetings in an advisory capacity and have no vote, nor any liability as directors. Lessee further agrees to actively seek and recruit residents of the City as Board members to more equally balance the residencies of the members of Lessee's Board. All members of the Board, regardless of residency, will be required to be members of the YMCA.

(7) Fee Structure: The membership and fee structure of Lessee at the time of the opening of the Facility is anticipated to be as follows, and shall be subject to change by the Lessee's Board of Directors:

	Anticipated Monthly Membership Rate upon opening	Anticipated Non-Member Daily Admission Fee upon opening
City/County Resident – Family	\$72.00	\$9.00
City/County Resident – Adult Individual (ages 24-61)	\$48.00	\$6.00
City/County Resident – Senior Individual (62+)	\$43.00	\$5.00
City/County Resident - Young Adult (19-23) Individual	\$30.00	\$4.00
City/County Resident – Teen/High School (ages 14-18)	\$20.00	\$3.00
City/County Resident – Youth (13 and under)	\$18.00	\$3.00

Reasonable membership categories, and membership, daily admission, class and program fees shall be set by the Lessee's Executive Director / Chief Operating Officer, subject to the approval of Lessee's Board of Directors. Lessee understands that there are a number of City residents who currently utilize a punch pass system to allow them to have access to Crow and Smith pools for recreational lap swimming. Lessee agrees to implement a similar system for individual recreational lap swimming in addition to its membership and program fee structure to help transition these individuals to the Facility, which system shall be phased out over a reasonably short period of time based on its actual usage.

(8) Financial Assistance: No resident of the City of Charlottesville or Albemarle County will be denied access or use of the Facility for financial reasons. The Lessee will provide financial aid based on need to any City or County resident wishing to participate as a member of Lessee, or in any class, program or activity conducted at the Facility. The process to determine eligibility for financial aid shall be simple, applicant-friendly, consistently applied and subject to approval by the Lessee's Board of Directors to ensure both (i) the accuracy of the determinations and (ii) convenience to the applicants. Initially, and consistent with the policy of many other YMCA's, Lessee will require applicants for financial assistance to provide it with copies of such person's tax return for the prior year and last two payroll stubs. In the event the applicant does not file a tax return, Lessee will require the applicant to provide it with a letter from a federal or state agency indicating that the applicant is eligible for federal or state assistance.

The Lessee's income criteria for the granting of financial aid for reduced or free admissions or memberships are as follows:

- (i) Any individual or family living at or below the established federal poverty level will be eligible for 100% financial assistance.
- (ii) Any individual living at or above the median household income for the City of Charlottesville would not ordinarily be eligible for any financial assistance, subject to extenuating circumstances.
- (iii) To determine eligibility for financial assistance for families, an additional \$4500 per additional family member is added to the income standards used to determine eligibility.
- (iv) The Lessee's Board of Directors will establish a graded scale to determine the level of financial assistance available for those individuals and families whose means lie between the two standards of 100% to 0% assistance eligibility.

These criteria are subject to reasonable modifications from time to time by Lessee's Board of Directors. The Lessee also understands that the federal poverty level is used by the City school system to determine eligibility for certain school benefits and agrees to work with the school administrators to establish a system whereby a common application for financial assistance eligibility can be used.

(9) Hours of Operation: The anticipated hours of operation of the Facility will be as follows, subject to reasonable adjustment by the Lessee's Board of Directors:

Monday – Friday: 6:00 a.m. to 9:00 p.m.
Saturday: 6:00 a.m. to 4:00 p.m.
Sunday: 1:00 p.m. to 5:00 p.m.

(10) Community Engagement: Lessee will publicize, and participate in the efforts of the City and the County to publicize, membership benefits, programs, transportation assistance and employment opportunities at the Facility, in order to encourage use of the Facility and participation in programs by the public.

(11) Transportation and Parking: The Lessee desires that the City extend its existing bus line on Rugby Avenue into McIntire Park to serve the Facility. The Lessee will provide additional transportation assistance for programs as is reasonably feasible based upon need, insurance and operating costs and equipment available to it. The City agrees to permit users of the Facility to use the existing parking spaces in McIntire Park. Lessee will construct such additional parking spaces as is reasonably feasible based upon the size and layout of the Leased Property and as may be required by applicable zoning.

(12) Additional Provisions Related to Funding, Access and Use by City and County Residents. In the event the Lease is not renewed or is otherwise terminated, the City agrees to allow access to the Facility to County residents on the same basis in all respects as it allows access to City residents. In the event the City commits on or before May 20, 2008 to a future capital contribution of \$1,250,000 for construction of the family aquatics center, the Lessee agrees to include at least six (6) 25-yard competitive swimming lanes and a one (1) meter board and diving well and give the Charlottesville High School swim team priority access to those six lanes for practices up to two hours immediately after school classes end during the high school winter swim season, and otherwise subject to the same terms and conditions established by the Lessee with respect to other teams and programs using the pool. The Lessee further agrees that the City may deduct the funds provided by it for this purpose from any amounts owed to Lessee under Paragraph 31.A of the Lease upon termination of the Lease. The City and the Lessee further understand that the County has tentatively set aside \$1,250,000 in its CIP budget for 2012 for a competitive pool at the Facility. The City, County and Lessee agree to negotiate in good faith prior to completion of the City's master plan for the active side of McIntire Park with respect to the building of additional swim lanes and/or a competition pool; provided, however, that in the event no agreement is reached prior to the earlier of completion of such plan or May 20, 2008, the Lessee shall have the right to move forward with construction of the Facility with the components identified in Paragraph (2) above, including in the aquatics center, if the City has committed to make the \$1,250,000 capital contribution as set forth above, at least six lanes, a 1 meter board and diving well. Lessee agrees to work with the City and County to design and implement learn to swim programs for public school students.

(13) Additional Provisions Related to Rights of County With Respect to Lease.

Lessee agrees to provide the County Executive with copies of all reports and records provided to the City Manager under Paragraph 28 of the Lease, and the County shall have the same rights to audits and inspections of books and records as are provided to the City under such Paragraph. The County shall have the same right of entry as provided to the City under Paragraph 34 of the Lease. The City and Lessee agree that the Lease may not be modified in any way which lessens or adversely impacts the rights of the County or its residents hereunder.

(14) Modification: This Agreement may only be modified by written amendment executed by authorized individuals on behalf of the Lessee, the City and the County.

WITNESS the following authorized signatures:

PIEDMONT FAMILY YMCA, INC.

By: _____
Kurt J. Krueger, President

CITY OF CHARLOTTESVILLE

By: _____
Gary B. O'Connell, City Manager

Approved as to form:
by _____
City Attorney

COUNTY OF ALBEMARLE

By: _____
Robert W. Tucker, County Executive

V4811553.9



**RESOLUTION
EXTENDING THE DEADLINE FOR PIEDMONT FAMILY YMCA
TO COMMENCE CONSTRUCTION ON THE RECREATIONAL FACILITY
TO BE LOCATED IN McINTIRE PARK**

WHEREAS, the City of Charlottesville and Piedmont Family YMCA ("YMCA") entered into a Ground Lease, dated January 15, 2008, for the long-term use of a portion of McIntire Park on which the YMCA intends to build a recreational facility to benefit the community; and

WHEREAS, construction has been delayed due to litigation over the City's bidding and funding process related to the leasing of the subject land; and

WHEREAS, Paragraph 8 of the Ground Lease states the lease will terminate if construction of the facility is not commenced within sixty (60) months of the execution of the lease, unless an extension of time is requested by the YMCA for good cause and agreed to by the City; and

WHEREAS, this Council finds that good cause does exist for the delay in construction, and YMCA has requested in writing a twelve (12) month extension of the deadline to commence construction; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that this Council hereby agrees to extend for an additional twelve (12) months the deadline to commence construction on the YMCA facility, as required by Paragraph 8 of the above-referenced Ground Lease. The new deadline will be January 15, 2014.

Approved by Council
December 17, 2012



Clerk of Council

**RESOLUTION
EXTENDING THE DEADLINE FOR PIEDMONT FAMILY YMCA
TO COMMENCE CONSTRUCTION ON THE RECREATIONAL FACILITY
TO BE LOCATED IN McINTIRE PARK**

WHEREAS, the City of Charlottesville and Piedmont Family YMCA (“YMCA”) entered into a Ground Lease, dated January 15, 2008, for the long-term use of a portion of McIntire Park on which the YMCA intends to build a recreational facility to benefit the community; and

WHEREAS, construction has been delayed due to litigation over the City’s bidding and funding process related to the leasing of the subject land which litigation concluded in January of 2013; and

WHEREAS, Paragraph 8 of the Ground Lease states the lease will terminate if construction of the facility is not commenced within sixty (60) months of the execution of the lease or January 15, 2013, unless an extension of time is requested by the YMCA for good cause and agreed to by the City; and

WHEREAS, Council previously granted a one year extension to the deadline on December 17, 2012 allowing for a deadline of January 15, 2014 for commencement of construction, and

WHEREAS, this Council finds that good cause does exist for the delay in construction, and YMCA has requested in writing a second twelve (12) month extension of the deadline to commence construction due to the litigation delays; now, therefore,

BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that this Council hereby agrees to extend the construction commencement deadline for an additional twelve (12) months on the YMCA facility, as required by Paragraph 8 of the above-referenced Ground Lease. The new construction commencement deadline will be January 15, 2015.

Approved by Council
December 16, 2013



Clerk of Council

**RESOLUTION
EXTENDING THE DEADLINE FOR PIEDMONT FAMILY
YMCA
TO COMMENCE CONSTRUCTION ON THE RECREATIONAL
FACILITY TO BE LOCATED IN McINTIRE PARK**

WHEREAS, the City of Charlottesville and Piedmont Family YMCA ("YMCA") entered into a Ground Lease, dated January 15, 2008, for a portion of McIntire Park where the YMCA intends to build and operate a recreational facility to benefit the community; and,

WHEREAS, construction of the facility was delayed due to litigation challenging the process used to lease the property to the YMCA and to provide City funding for the project, which litigation began in May 2010 and concluded in January 2013; and,

WHEREAS, Paragraph 8 of the Ground Lease states that the lease will terminate if construction of the facility is not commenced within sixty (60) months of the execution of the lease (by January 15, 2013), unless an extension of time is requested by the YMCA for good cause and agreed to by the City; and,

WHEREAS, Council previously granted one year extensions to the deadline on December 17, 2012 and December 16, 2013, resulting in a current deadline of January 15, 2015 for the YMCA to commence construction of the facility; and,

WHEREAS, the YMCA has requested another one year extension of the deadline to begin construction, to January 15, 2016, because additional time is needed to finalize the financing for the project due to the unanticipated withdrawal of one of the guarantors of the financing; and,

WHEREAS, this Council finds that good cause does exist to extend the deadline to begin construction of the facility from January 15, 2015 to January 15, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that this Council hereby agrees to extend the deadline for the commencement of construction of the YMCA facility in McIntire Park for an additional twelve (12) months, as requested by the YMCA. The new construction commencement deadline will be January 15, 2016.

Approved by Council
January 5, 2015



Clerk of Council

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	September 8, 2015
Action Required:	Yes (Adoption of Ordinance – first of two readings)
Presenter:	Kurt Krueger, Piedmont Family YMCA Chair
Staff Contacts:	Craig Brown, City Attorney
Title:	Amendment of the YMCA – City of Charlottesville Ground Lease for Property in McIntire Park

Background:

In January 2008 the City of Charlottesville and the Piedmont Family YMCA entered into a 40 year Ground Lease for a site in McIntire Park, where the YMCA would construct and operate a family fitness and recreation center. As contemplated by **Sections 1 and 4** of the Ground Lease, the exact boundaries of the leased property were established by City Council in May 2008 when Council approved a Master Plan for McIntire Park.

Section 14 of the Ground Lease provides that title to the ground shall remain in the City throughout the term of the Lease, and that the building constructed by the YMCA shall be titled in the name of the YMCA. That section also provides that neither the ground nor the building shall be encumbered by any mortgage, lien, pledge or other encumbrance during the term of the Lease.

The Ground Lease also describes the circumstances under which the City will be required to pay the YMCA for the building. Under **Section 31**, the City will be required to pay the YMCA 90% of the building's fair market value if the City elects not to renew the Lease, or enter into a new lease with substantially the same terms, at the end of the 40 year term. There has been some concern expressed, however, that the Ground Lease might require the payment if the YMCA abandons the building (**section 33**) or defaults in the performance of its obligations under the Lease (**section 29**).

Discussion:

The YMCA has now proposed the following amendments to sections 1, 4, 14, 29 and 33 of the Ground Lease:

Section 1: The proposed amendment makes specific reference to the boundaries of the Leased Property that were approved by City Council on May 19, 2008, and that have been used by the YMCA in preparing its site plan. A note on the Ground Lease, as initially approved in January 2008, stated that the Leased Property would not include the existing picnic shelters in that part of McIntire Park. In establishing the boundaries in May 2008 City Council ultimately did include that area, as recommended by the McIntire Park Advisory Review Team, the Parks and Recreation Advisory Board and the City Department of Parks and Recreation, and as shown on the approved McIntire Park Master Plan. This proposed amendment to section 1 does not change the approved boundaries of the Leased Property.

Section 4: The proposed amendment deletes the last two sentences of this section, which established a “default” location for the Leased Property if the City did not approve a Master Plan for McIntire Park by May 20, 2008. Since the Master Plan was approved prior to that date these two sentences are no longer relevant.

Section 14: The proposed amendment to this section is, in my opinion, the most substantive of the requested amendments to the Ground Lease. As noted above, the existing Ground Lease does not allow the YMCA to place a mortgage or lien against the City-owned land. That does not change under the amendment – a lender will not be able to foreclose on or otherwise acquire ownership of the City’s land that has been leased to the YMCA, even if the YMCA defaults on its loan. However, the proposed amendment would allow the YMCA to make its building and its leasehold interest subject to a deed of trust granted to a lender that provides financing for the building. The existing Ground Lease does not allow the YMCA to grant such a deed of trust.

In order to obtain financing the YMCA’s lender is requiring a leasehold deed of trust as security for its loan. What rights does a leasehold deed of trust give a lender? If the YMCA is unable to make its loan payments to its lender and defaults under the terms of the loan, the lender can effectively become the lessee, or more likely can try to find someone else to be the lessee. Any new lessee would have to operate the facility under the same terms and conditions in the Ground Lease and the Use Agreement as the YMCA. If the YMCA defaults under its loan, any entity taking its place can have no greater or different rights under the Lease than the YMCA.

Sections 29 and 33: These two sections govern default by the YMCA under the Ground Lease (section 29) and a failure of the YMCA to construct the building, or an abandonment of the facility by the YMCA after construction (section 33). The City and the YMCA agree that the current Ground Lease does not require the City to pay the YMCA for the building in the event of a default, failure to construct or abandonment. This proposed amendment will make that explicit by adding language that states that the building will be surrendered to the City without any payment to the YMCA if there is a default, abandonment or failure to construct.

Alignment with City Council’s Vision and Strategic Plan:

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

Community Engagement:

There has been no direct community engagement on these proposed revisions to the Ground Lease. Due to time constraints with regard to their financing and the need to begin construction, the YMCA is requesting approval of these lease amendments in September. If City Council wants to consider these amendments, staff recommends a first reading of the attached ordinance on September 8, and a second reading (final vote) following an advertised public hearing on September 21. There was not adequate time to publish notice for a public hearing at the City Council meeting on September 8.

Budgetary Impact:

The proposed amendments to the Ground Lease do not result in any additional budgetary impact on the City. The City previously committed to providing the Leased Property to the YMCA for a 40 year term, and to making a capital contribution to the YMCA of \$1,250,000 for construction of the building.

Recommendation:

Staff recommends that City Council have a first reading of the ordinance, and direct staff to advertise a public hearing on the amendments at the September 21st City Council meeting.

Alternatives:

City Council can decline to approve any or all of the amendments requested by the YMCA.

Attachments:

Ordinance
Amendment No. 1 to Ground Lease

**AN ORDINANCE
APPROVING AMENDMENT NO. 1 TO THE GROUND LEASE BETWEEN
THE CITY OF CHARLOTTESVILLE AND THE PIEDMONT FAMILY YMCA
FOR PROPERTY WITHIN MCINTIRE PARK TO BE USED FOR THE
CONSTRUCTION AND OPERATION OF A FAMILY FITNESS AND RECREATION
CENTER**

WHEREAS, in January 2008 the City of Charlottesville and the Piedmont Family YMCA entered into a Ground Lease for City-owned property within McIntire Park, for the construction and operation of a family fitness and recreation center; and,

WHEREAS, the YMCA wants to begin construction of the facility in 2015, and has submitted a Capital Financial Plan & Five-Year Operational Plan and Budget for review by the City; and,

WHEREAS, the YMCA has proposed certain amendments to the Ground Lease, specifically to:

- Section 1, to add a reference to the exact boundaries of the Leased Property as approved by City Council in May 2008;
- Section 4, to delete two sentences which have become obsolete;
- Section 14, to allow the YMCA to grant a leasehold deed of trust to a lender that will provide financing for construction of the facility;
- Section 29, to expressly state that the City does not have to pay the YMCA for the facility if the YMCA defaults under the Ground Lease; and,
- Section 33, to expressly state that the City does not have to pay the YMCA for the facility if the YMCA fails to construct or abandons the facility.

WHEREAS, the City Council has considered each of the requested amendments and finds that they are in the best interest of the City and are reasonable in that they provide clarification of the Ground Lease and enable the YMCA to be approved for the financing needed for construction of the facility.

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the City Manager is hereby authorized to execute the "Amendment No. 1 to Ground Lease", in substantially the same form as attached hereto, which will amend the existing Ground Lease between the City of Charlottesville and the Piedmont Family YMCA for property within McIntire Park. Said amendment shall be approved as to form by the City Attorney prior to execution by the City Manager.

AMENDMENT NO. 1 TO GROUND LEASE

THIS AMENDMENT NO. 1 TO GROUND LEASE (this "Amendment No. 1") is made and entered into as of September __, 2015, by and among the CITY OF CHARLOTTESVILLE, a municipal corporation (the "City"), and the PIEDMONT FAMILY YMCA, INC. a charitable non-profit organization authorized to do business in the Commonwealth of Virginia (the "Lessee"), parties to the Ground Lease dated as of January 15, 2008 (the "Ground Lease").

RECITALS:

Pursuant to the Ground Lease the City has leased certain real property in McIntire Park to the Lessee to allow the Lessee to construct and operate a fitness and recreational center. Capitalized terms used herein but not expressly defined herein shall have the meanings ascribed to them in the Ground Lease. The parties hereto desire to modify and clarify certain provisions of the Ground Lease as set forth below.

AGREEMENT:

NOW, THEREFORE, the parties hereto agree to amend the Ground Lease as follows:

1. Amendment of Section 1. Section 1 of the Ground Lease is hereby amended and restated as follows:

1. Lease Property. The City, as the title holder of the subject property, in consideration of the rents and covenants to be paid and performed by the Lessee, leases to the Lessee and the Lessee leases a portion of the property commonly known as McIntire Park in the City of Charlottesville as shown on Exhibit A attached hereto and incorporated herein by reference, entitled "McIntire Park Master Plan Update" and dated May 9, 2008, which Exhibit shows the exact boundaries of the Lessee's leasehold interest as approved by City Council on May 19, 2008 in accordance with this Ground Lease as originally approved and executed (hereinafter, the "Leased Property").

A copy of Exhibit A is attached to this Amendment No. 1.

2. Amendment of Section 4. Section 4 of the Ground Lease is hereby amended by deleting the last two sentences of such section.

3. Amendment of Section 14. Section 14 of the Ground Lease is hereby amended and restated as follows:

14. Title, Liens. Title to the ground shall remain in the name of the City. Title to the Facility constructed by the Lessee shall be titled in the name of the Lessee, except as otherwise provided herein. The Lessee agrees that the fee simple ownership interest of the City in the Leased Property shall not be encumbered by any mortgage, lien (mechanic's lien, materialmen's lien or other

lien), pledge or other encumbrance during the term of this Lease. If any such lien or notice of lien rights shall be filed with respect to the fee simple ownership interest of the City in the Leased Property, the Lessee shall immediately take such steps as may be necessary to have such lien released, and shall permit not further work to be performed on the Leased Property until such release has been accomplished. Lessee shall be permitted to grant to its lender for the construction of the Facility a lien on its leasehold interest in the Leased Property pursuant to a leasehold deed of trust or similar instrument.

4. Amendment of Section of 29. The last sentence of Section 29 of the Ground Lease is hereby amended and restated as follows:

In the event of default as defined in this paragraph, title to the Facility shall revert automatically to the City, and the Lessee shall surrender the Facility as provided in Paragraph 32 without any payment by the City to the Lessee of any amount required under Paragraph 31 (unless such event results from the City's failure to renew this Lease as provided in such section) and execute all documents deemed necessary by the City to convey title to the Facility to the City.

5. Amendment of Section of 33. The second sentence of Section 33 of the Ground Lease is hereby amended and restated as follows:

In such event, the Lessee shall surrender the Facility as provided in Paragraph 32 without any payment by the City to the Lessee of any amount required under Paragraph 31 (unless such event results from the City's failure to renew this Lease as provided in such section) and transfer title to the City at Lease termination, and execute all documents deemed necessary by the City to convey title to the Facility to the City.

6. Effective Date. This Amendment No. 1 shall be effective upon the approval and execution by all parties hereto.

7. Miscellaneous. Except as expressly amended hereby, the Ground Lease shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 as of the date first above written.

LESSOR:
CITY OF CHARLOTTESVILLE

LESSEE:
PIEDMONT FAMILY YMCA, INC.

By _____
City Manager

By: _____
President and Chair

Date: _____

Date: _____

McIntire Park

Master Plan Update

City of Charlottesville, Virginia

Legend

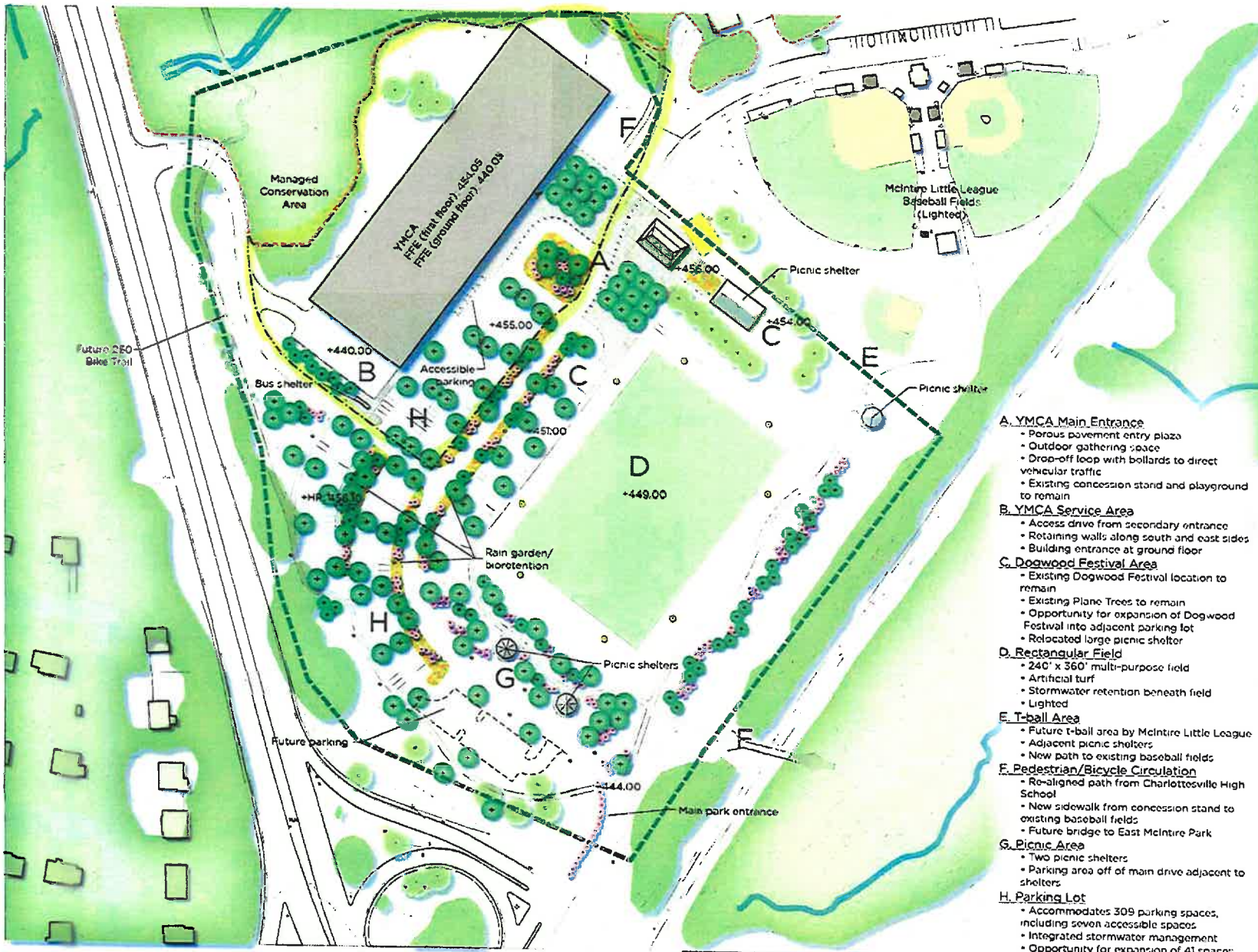
- Project Area
- Proposed YMCA Ground Lease Area
- Contour Line (2')
- Topographic Elevation
- Managed Conservation Area
- Grass/Turf
- Field Area
- Tree Cover
- Existing Trees
- Proposed Trees
- Shrubs/Grasses
- River/Stream
- Road
- Sidewalk
- Railroad
- Play Area
- Building
- Site Lighting

Notes

1. Building footprint by VMDO Architects.

Recommended Plan

9 May 2008



- A. YMCA Main Entrance**
 - Porous pavement entry plaza
 - Outdoor gathering space
 - Drop-off loop with bollards to direct vehicular traffic
 - Existing concession stand and playground to remain
- B. YMCA Service Area**
 - Access drive from secondary entrance
 - Retaining walls along south and east sides
 - Building entrance at ground floor
- C. Dogwood Festival Area**
 - Existing Dogwood Festival location to remain
 - Existing Plane Trees to remain
 - Opportunity for expansion of Dogwood Festival into adjacent parking lot
 - Relocated large picnic shelter
- D. Rectangular Field**
 - 240' x 360' multi-purpose field
 - Artificial turf
 - Stormwater retention beneath field
 - Lighted
- E. T-ball Area**
 - Future t-ball area by McIntire Little League
 - Adjacent picnic shelters
 - New path to existing baseball fields
- F. Pedestrian/Bicycle Circulation**
 - Re-aligned path from Charlottesville High School
 - New sidewalk from concession stand to existing baseball fields
 - Future bridge to East McIntire Park
- G. Picnic Area**
 - Two picnic shelters
 - Parking area off of main drive adjacent to shelters
- H. Parking Lot**
 - Accommodates 309 parking spaces, including seven accessible spaces
 - Integrated stormwater management
 - Opportunity for expansion of 41 spaces

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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: AUGUST 27, 2015

I am preparing this as a report in advance of a scheduled briefing with the Board of Supervisors on September 2, 2015, and I am also distributing it to City Council as a written update. I am happy to address questions or other topics, either at scheduled briefings, or by e-mail or telephone:

1. Amendment No. 1 to the Service Agreement: All four parties have now approved the Amendment No. 1 to the Service (“Four Party”) Agreement, and subject to the approval of RWSA’s Bond Trustee, the amendment will take effect. The Amendment allows RWSA to modify wholesale water and wastewater charges to the ACSA and City for the urban area such that the fixed annual costs for debt service will now be a monthly charge and no longer converted to a rate based upon actual water consumption or wastewater flow. The ACSA, City, and RWSA all agree this is a “win-win” for all agencies, and it does not affect the rates either ACSA or the City charge to homeowners or businesses. The changes in wholesale rates and charges will be advertised to the public in early September and a public hearing will be held on September 22; the effective date may be as soon as October 1. The changes are revenue “neutral”, meaning they are based on RWSA collecting the same estimated revenue as with the wholesale rates last adopted in May 2015. Congratulations to all agencies for the cooperation that made this happen.
2. Schenks Branch Interceptor Replacement: The City’s Schenks Greenway public park is presently closed for RWSA to construct a new 30-inch interceptor between Harris Street and the McIntire Recycling Center. A fence has been installed to shield the construction zone from surrounding development and construction is being limited to business hours. RWSA has been sharing information with the associations in the North Downtown area, and we invite any questions or comments from the public. A local contractor, Digs, Inc., is performing the construction. This construction is a part of the infrastructure RWSA needs to support the City’s proposed upgrade to its 14th/15th Street Collector.
3. Water Treatment Plant Activated Carbon Filtration Improvements: Construction is underway to incorporate advanced carbon filtration technology at RWSA’s water treatment

plants, supporting an interest developed from within the community. This project will advance water provided to our citizens by ACSA and the City, which is already high quality, to a superior level. Completion is anticipated in late 2017. We have recently met with the homeowners association officers in subdivisions near the Crozet Water Plant toward providing education and outreach about the project and what to anticipate during and after construction.

4. New Rivanna Pump Station: Excavation of the new tunnel between the existing Woolen Mills site and the new site on RWSA's Moores Creek property is approximately 50% complete. The tunnel will be completed in about 60-90 days. Foundation for the new pump station is also underway with completion scheduled for mid-2017.
5. Wastewater Plant Odor Control: Preliminary design and value engineering has been completed and final design is now underway. RWSA is hoping to bid this project before the end of 2015 and will also be planning outreach activities in the coming months for public education about the project.
6. Ivy Materials Utilization Center: We understand that Albemarle County continues to consider its future interest in providing publicly supported solid waste programs for its citizens, and a part of that is the extent to which it desires to contract with RSWA to design, build, and/or operate its programs. The County is also considering specific actions at the Ivy transfer station to address deficiencies defined by DEQ. These latter actions must be concluded to allow a narrative plan to be completed by DEQ's December 31 deadline. Without that narrative plan, DEQ may order the existing transfer station closed by March 31, 2016.

c: RWSA Board of Directors
RWSA Board of Directors