



**CITY COUNCIL AGENDA**  
**Monday, June 18, 2018**

**5:30 p.m.** **Closed session as provided by Section 2.2-3712 of the Virginia Code**  
*Second Floor Conference Room (Boards & Commissions)*

**6:30 p.m.** **Regular Meeting - CALL TO ORDER**  
*Council Chambers*

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PROCLAMATIONS** World Refugee Day

**CITY MANAGER RESPONSE TO COMMUNITY MATTERS**

**COMMUNITY MATTERS**

Public comment is provided for up to 16 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 8 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited at the end of the meeting.

- 1. CONSENT AGENDA\*:** (Items removed from consent agenda will be considered at the end of the regular agenda.)
- a. Minutes for June 4, 2018
  - b. APPROPRIATION: Charlottesville Affordable Housing Fund (CAHF) Assistance for the Piedmont Housing Alliance (PHA) Down Payment Assistance Program – \$186,125 (2<sup>nd</sup> of 2 readings)
  - c. APPROPRIATION: Supplemental funding from Charlottesville City Schools for the Charlottesville High School Fieldhouse Renovation Project – \$121,775.00 (2<sup>nd</sup> of 2 readings)
  - d. APPROPRIATION: Grant for Construction of Rugby Avenue Trail – \$396,450 (2<sup>nd</sup> of 2 readings)
  - e. APPROPRIATION: Fire Equipment Overpayment Reimbursement – \$18,712.50 (2<sup>nd</sup> of 2 readings)
  - f. APPROPRIATION: Charlottesville Affordable Housing Fund for repayment of Substantial Rehab loan – \$24,000.00 (2<sup>nd</sup> of 2 readings)
  - g. APPROPRIATION: Charlottesville Affordable Housing Fund for repayment of Substantial Rehab loan – \$30,113.28 (1<sup>st</sup> of 2 readings)
  - h. APPROPRIATION: Albemarle County Funds to the City's Workforce Investment Fund for Non-City Resident Workforce Development Training (GO Driver) – \$4,432.50 (1<sup>st</sup> of 2 readings)
  - i. APPROPRIATION: 2018-2019 Community Development Block Grant – \$409,708.49 (1<sup>st</sup> of 2 readings)
  - j. APPROPRIATION: 2018-2019 HOME Funds – \$125,966.49 (1<sup>st</sup> of 2 readings)
  - k. APPROPRIATION: Virginia Department of Education Special Nutrition Program Summer Food Service Program – \$90,000 (1<sup>st</sup> of 2 readings)
  - l. APPROPRIATION: Human Services Fund Balance for FY 2018 Expenses – \$500,000 (1<sup>st</sup> of 2 readings)
  - m. RESOLUTION: LEAP Program Support Agreement (1<sup>st</sup> of 1 reading)
  - n. RESOLUTION: Identifying "Authorized Official" for Medicare Applications Related to EMS Billing (1<sup>st</sup> of 1 reading)
  - o. RESOLUTION: RSWA/Albemarle County/City Local Government Support Agreement for Recycling Programs (1<sup>st</sup> of 1 reading)
  - p. ORDINANCE: Close portion of Alley off Dice Street (2<sup>nd</sup> of 2 readings)
  - q. ORDINANCE: Establishing FY 2019 Utility Rates (2<sup>nd</sup> of 2 readings)
- 2. PUBLIC HEARING / ORDINANCE\*:** Easement to Century Link at Sugar Hollow Reservoir (1<sup>st</sup> of 2 readings) – **15 mins**
- 3. PUBLIC HEARING / RESOLUTION\*:** LEAP Lease Renewal at 608 Ridge Street (1<sup>st</sup> of 1 reading) – **15 mins**
- 4. REPORT:** Housing Needs Assessment & Bonus Height/Affordable Housing Financial Analysis – **45 mins**
- 5. REPORT:** SPCA Annual Report – **15 mins**
- 6. RESOLUTION\*:** Fund Transfer from CIP Contingency Account to Covenant School Sidewalk Project Account – \$325,000 (1<sup>st</sup> of 1 reading) – **20 mins**

**7. ORDINANCE\*:**

Charlottesville-Albemarle Convention and Visitors' Bureau Agreement  
(1<sup>st</sup> of 2 readings) – 20 mins

**OTHER BUSINESS  
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 public comment.**

**Please follow these guidelines for public comment:**

- Each speaker has **3 minutes** to speak. Please give your name and place of residence before beginning your remarks.
- Please **do not interrupt speakers**, whether or not you agree with them. **Speaking from the audience is not permitted** without first being recognized by the Chair.
- Please **refrain from using obscenities**.
- 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.
- If you cannot follow these guidelines, you will be asked to leave City Council Chambers and will not be permitted to re-enter.

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 4, 2018
Action Required:	Approval of Resolution
Presenter:	Stacy Pethia, Housing Program Coordinator Neighborhood Development Services (NDS)
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
<b>Title:</b>	<b>Charlottesville Affordable Housing Fund (CAHF) Assistance for the Piedmont Housing Alliance (PHA) Down Payment Assistance Program -- \$186,125</b>

**Background:**

Piedmont Housing Alliance (PHA) has requested Charlottesville Affordable Housing Fund (CAHF) assistance to provide down payment assistance for potential homebuyers in the City of Charlottesville with a specific program focus on the Orangedale and Prospect (O&P) neighborhood. The total amount of assistance being sought for the program is \$186,125 (see PHA proposal dated May 16, 2018).

**Discussion:**

PHA is requesting CAHF funding to support the continuation of the Home Ownership, Self-Sufficiency and Financial Capability program that the City provided CAHF funding for in May 2015. The program is designed to support first-time buyers, with household incomes less than 80 percent area median income (currently \$68,250 for a family of four) who have lived and/or worked in the City of Charlottesville for at least six months. Priority for program funding will be given to current O&P neighborhood residents, but residents from other areas of the City, as well as individuals who have worked in the City for at least six months, may also participate if they meet program qualifications.

If approved, the CAHF funds will be used to provide down payment and closing cost assistance (up to 20 percent of the home purchase price) to at least five income qualifying, first-time homebuyers who purchase a home in the O&P neighborhood. This assistance will be provided as a zero-interest, forgivable, deferred payment loan secured through a 10-year deed of trust payable upon resale of the home. In addition to financial assistance, each program participant will receive homeownership counseling and financial coaching to ensure successful homeownership outcomes and financial stability over the long-term. Program participants receiving down payment assistance will also be given access to home improvement grants of up to \$12,500 to address critical home repairs or energy-efficiency upgrades through a partnership with the Albemarle Housing Improvement Program (AHIP). Finally, each homebuyer will be encouraged to take advantage of PHA special allocation of \$1.75 million in low-interest financing from the Virginia Housing Development Authority, which will decrease the interest rate on their mortgage loan. The proposed

program budget is as follows:

<b>Activity</b>	<b>Budget Amount</b>
Down Payment/Closing Cost Assistance (approximately 5 homebuyers)	\$115,000
Home Repair Grants (approximately 5 homebuyers at \$12,500 each)	\$ 62,500
Program Services/Administration	\$ 8,625
<b>Total</b>	<b>\$186,125</b>

While the initial phase of the program (approved for CAHF funding in May 2015) experience some delays due to a lack of qualifying homebuyers and low housing inventory of homes for sale (among other possible factors) in the O&P neighborhood, PHA was able to expend all of the previous CAHF award by September 2017. Of the six homebuyers receiving CAHF assistance through the initial program, two-thirds of those homebuyers purchased homes within the O&P neighborhood. The program was also successful in serving households with incomes below 80 percent area median income (AMI) with half of the homebuyer incomes falling below 50 percent AMI (see table below). Additionally, three of the households purchasing homes in the O&P neighborhood also took advantage of the home repair grants and AHIP services. The first-time homebuyers receiving CAHF support between 2015 and 2017 include:

- Single mother with income at 66% AMI (\$37,206, working two food service jobs) purchased a \$126,000 home on Orangedale Avenue with \$22,060 from CAHF and \$3,140 from other Piedmont Housing funds in December 2017, and will use \$12,500 in repair funds; also saving on monthly payments with use of our low-interest mortgage funds allocation from VHDA; received counseling on budgeting and homebuying process and completed VHDA homebuyer class.
- Female-headed household with income at 42% AMI (\$23,404) purchased a \$111,000 home on Prospect Avenue with \$22,200 from CAHF and \$12,500 in repair funds in May 2017; received counseling on budgeting and homebuying process and completed VHDA homebuyer class; 20-year employee with UVA hospital food service.
- Single mother with income at 36% AMI (\$26,972) purchased a \$90,000 home on Prospect Avenue using \$12,500 in repair funds in December 2016; eligible for CAHF down payment but declined; works as a CNA.
- Family of 3 with income at 66% AMI (\$47,389) purchased a \$150,000 home in the 10<sup>th</sup> and Page neighborhood (previously his grandmother's home) with \$30,000 from CAHF in December 2016; received counseling on budgeting and credit, improving credit score from mid 500s to mid 600s, and completed VHDA homebuyer class; works in maintenance for Virginia Supportive Housing.
- Female-headed household with income at 64% AMI (\$35,740) purchased a \$178,000 home in the City's Meadows neighborhood with \$35,740 from CAHF in August 2017; received counseling and completed VHDA homebuyer class; works in the food industry.

**Alignment with Council Vision Areas and Strategic Plan:**

Approval of this agenda items aligns directly with the City Council Vision for Charlottesville to provide quality housing opportunities for all. The proposed action also aligns with the Strategic Plan at goal 1.3 which speaks to increasing affordable housing options.



**Community Engagement:**

There has been no community engagement related to this request for funding. However, two public meetings to discuss the program were held prior to the initial implementation of the program on July 17, 2014 and September 24, 2014.

**Budgetary Impact:**

The proposed project will require \$186,125 from FY 2018 CAHF funds. If program funding is approved, the amount of available CAHF dollars will decrease to \$43,065.65 for the remainder of FY 2018.

CAHF Balance as of 5/8/2018	\$129,410.97
1725 Jefferson Park Avenue ADU Payment	\$ 75,779.68
Loan Repayment – Anthony Paul Trace	\$ 24,000.00
PHA DPA Program	- \$186,125.00
<b>CAHF Balance after appropriation</b>	<b>\$ 43,065.65</b>

**Recommendation:**

Staff recommends approval of the attached resolution.

**Alternatives:**

Council could elect not to fund this request and/or to reduce funding; however, both actions would negatively impact our ability to provide increased homeownership in the for lower-income households in the City.

**Attachments:**

- PHA proposal dated May 16, 2018
- Four program success stories
- City Council Resolution

## Increasing Home Ownership, Self Sufficiency, and Financial Capability

Piedmont Housing Alliance – May 16, 2018

Piedmont Housing Alliance requests \$186,125 from the City of Charlottesville for a second round of investment to increase Home Ownership, Self-Sufficiency, and Financial Capability. Specifically, funds will be used to provide down payment and closing cost assistance loans and related home repair grants, home ownership counseling and education, and financial coaching. The outcome for these funds is sustainable home ownership, asset-building, and financial stability among low to moderate income households in the City of Charlottesville with a specific focus on the Orangedale/Prospect neighborhood.

Down payment and closing cost funds will be prioritized to assist approximately five households who buy a home in the City-designated Orangedale/Prospect Neighborhood.<sup>1</sup> Eligible homebuyers must be first-time homebuyers<sup>2</sup>, earn 80% or less of the area median income, and must have lived or worked in Charlottesville for at least six months. Priority will be given to current Orangedale/Prospect residents, via targeted outreach. The down payment and closing cost assistance loans may provide up to 20% of the purchase price. We will follow first-mortgage underwriters' guidelines and apply maximum ratios of 33% housing debt and 43% total debt, with exceptions presented to the City's Housing Program Coordinator for consideration to further the purpose of this initiative. Repayment will be deferred at 0% interest, secured with a 10-year deed of trust, and payable upon resale of the home. The deed of trust will be forgiven on a proportionate basis over the 10 years. Home improvement grants averaging \$12,500 will be available to those households receiving down payment assistance, to be used in connection with AHIP to provide critical home repairs and/or important energy-efficiency upgrades. In addition, we will encourage access to our special allocation of \$1.75 million in low-interest mortgage financing from VHDA (Virginia Housing Development Authority), which will save homebuyers interest on their loan.

First-time homebuyer success stories supported by CAHF funds, 2015-17:

- Single mother with income at 66% AMI (\$37,206, working two food service jobs) purchased a \$126,000 home on Orangedale Avenue with \$22,060 from CAHF and \$3,140 from other Piedmont Housing funds in December 2017, and will use \$12,500 in repair funds; also saving on monthly payments with use of our low-interest mortgage funds allocation from VHDA; received counseling on budgeting and homebuying process and completed VHDA homebuyer class.
- Female-headed household with income at 42% AMI (\$23,404) purchased a \$111,000 home on Prospect Avenue with \$22,200 from CAHF and \$12,500 in repair funds in May 2017; received counseling on budgeting and homebuying process and completed VHDA homebuyer class; 20-year employee with UVA hospital food service.
- Single mother with income at 36% AMI (\$26,972) purchased a \$90,000 home on Prospect Avenue using \$12,500 in repair funds in December 2016; eligible for CAHF down payment but declined; works as a CNA.

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<sup>1</sup> City-designated Orangedale/Prospect Neighborhood as presented in the focus group effort in September 2014.

<sup>2</sup> See definition on page 4. Should an interested homebuyer not meet this definition, an exception request will be presented to the City's Housing Program Coordinator for consideration.

- Family of 3 with income at 66% AMI (\$47,389) purchased a \$150,000 home in the 10<sup>th</sup> and Page neighborhood (previously his grandmother’s home) with \$30,000 from CAHF in December 2016; received counseling on budgeting and credit, improving credit score from mid 500s to mid 600s, and completed VHDA homebuyer class; works in maintenance for Virginia Supportive Housing.
- Female-headed household with income at 64% AMI (\$35,740) purchased a \$178,000 home in the City’s Meadows neighborhood with \$35,740 from CAHF in August 2017; received counseling and completed VHDA homebuyer class; works in the food industry.

Other housing counseling clients who bought in the Orangedale/Prospect neighborhood, but did not use CAHF funds:

- Family of 4 with income at 34% AMI (\$28,401) purchased a \$112,000 home on Orangedale Avenue with our state HOME funds in August 2015; works in housekeeping.
- Female-headed household purchased a \$114,400 home on Rockcreek Road; slightly over income for CAHF but did receive counseling and completed VHDA homebuyer class.
- Family of 3 purchased a \$139,500 home on Orangedale Avenue; slightly over income for CAHF but received counseling and completed VHDA homebuyer class.

**Proposed Budget**

Based on assisting five homebuyers with 20% down payment assistance on a \$115,000 home and an average of approximately \$12,500 for home repairs, along with loan program, counseling, education, and outreach expenses, the proposed budget is:

Down Payment Assistance Loans:	\$115,000
Home Repair Grants:	\$ 62,500
Program Costs - Outreach, Housing Counseling, Loan Program Administration:	\$ 8,625
<b><u>TOTAL:</u></b>	<b><u>\$186,125</u></b>

Note the breakdown of costs is approximate, with less than five percent (5%) allocated for Piedmont Housing Alliance to provide program implementation. Additional families may be assisted if homebuyers qualify for other sources of down payment assistance, allowing us to combine leveraged funds.

**Organizational Capacity**

Piedmont Housing Alliance has been building community wealth in the Charlottesville area for 34 years. Our mission is to create housing opportunities and build community through education, lending, and building. Piedmont Housing Alliance combines the case management expertise of a HUD-approved Housing Counseling Agency (HCA) with the financing expertise of a U.S. Treasury-certified Community Development Financial Institution (CDFI) and HUD-approved FHA Secondary Financing Provider to create affordable and sustainable home ownership opportunities for very low to moderate income households. Piedmont Housing has managed \$9 million in down payment assistance from a variety of sources to make the dream of home ownership a reality, and has helped 900 families purchase homes through counseling and/or access to affordable home financing.

Piedmont Housing Alliance’s certified Housing Counselors work one-on-one with clients to provide a continuum of educational services for economic self-sufficiency, including financial

education and coaching, credit and budget counseling, savings and asset-building coaching, pre-purchase counseling and training, and post-purchase counseling. Counselors help clients review their current financial status, credit history, monthly budget, and debt structure, then develop an individualized home purchase strategy and timeline based on each client's individual needs. We base our counseling and coaching programs on specific models:

- Financial Education: FDIC Money Smart and Hands on Banking curriculum <https://www.fdic.gov/consumers/consumer/moneysmart/adult.html> and <http://www.handsonbanking.org/en/>
- Financial Coaching: NeighborWorks Financial Capability Program <http://www.neighborworks.org/Homes-Finances/Financial-Security>
- Housing Counseling: National Industry Standards for Education and Counseling <http://www.homeownershipstandards.com/Home/Home.aspx>
- Homebuyer Education: Virginia Housing Development Authority (VHDA) Homebuyer Education Class curriculum (all counselors are VHDA-approved Trainers) <http://www.vhda.com/Homebuyers/HomeownershipEdu/Pages/HomeownershipEdu.aspx#.VQpiqE3wvIU>

Piedmont Housing attracts federal, state, local and private sources of down payment assistance to help close the home ownership affordability gap. HUD research found that as little as \$1,000 of down payment assistance can lead to a 19% increase in the number of low-income households buying a home, and assistance up to \$10,000 can lead to a 41% increase in low-income homeownership (HUD 2012 *Evidence Matters*, "Paths to Homeownership for Low-Income and Minority Households"). Piedmont Housing Alliance administers HOME down payment funds for the Virginia Dept. of Housing & Community Development (DHCD), as well as several Down Payment Assistance programs funded by the City of Charlottesville, Albemarle County, Louisa County, and competitive grant sources such as the U.S. Treasury's CDFI Fund.

#### Definition of first-time homebuyer

An individual who meets any of the following criteria:

- An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers).
- A single parent who has only owned with a former spouse while married.
- An individual who is a displaced homemaker and has only owned with a spouse.
- An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations.
- An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

*U.S. Department of Housing and Urban Development (HUD), Federal Housing Administration (FHA).*

## **RESOLUTION**

**Charlottesville Affordable Housing Fund Assistance for the  
Piedmont Housing Alliance Down Payment Assistance Program  
\$186,125**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$186,125 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund to the Piedmont Housing Alliance for the purpose of providing downpayment assistance in the following manner:

Fund: 426

Project: CP-084

G/L Account: 599999

Piedmont Housing Alliance \$186,125

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 4, 2018
Action Required:	Approve Appropriation
Presenter:	Mike Mollica, Division Manager, Facilities Development
Staff Contacts:	Mike Mollica, Division Manager, Facilities Development Ryan Davidson, Senior Budget and Management Analyst, Office of Budget and Performance Management
Title:	<b>Appropriation Supplemental funding from Charlottesville City Schools for the Charlottesville High School Fieldhouse Renovation Project - \$121,775.00</b>

**Background:**

The City received a \$121,775.00 payment from Charlottesville City Schools, earmarked as supplemental funding to cover the Charlottesville High School (C.H.S.) Fieldhouse Renovation Project budget shortfall. The initial project funding was included and approved as part of the School's Lump Sum Capital Improvement Program for FY'18; however, the low bid received from Nielson Construction on April 30, 2018, exceeded the remaining project budget by \$121,775.

**Discussion:**

Charlottesville City Schools has provided the additional funding needed to cover the funding gap. In compliance with Capital Improvement Program Procedures (City Policy # 200-09), this supplemental funding needs to be appropriated to the School's Lump Sum Capital Improvement Fund that houses the overall project budget. Once the additional funding is in place, the contract phase of the project will move forward. Assuming the appropriation of these funds construction is anticipated to take place in summer 2018.

**Alignment with Council Vision Areas and Strategic Plan:**

The project supports City Council's "Smart, Citizen-Focused Government" vision. It contributes to Goal 3.2 of the Strategic Plan, Provide reliable and high quality infrastructure.

**Community Engagement:**

N/A

**Budgetary Impact:**

This has no impact on the General Fund. The funds will be expensed and reimbursed to the Capital Improvement Program Fund.

**Recommendation:**

Staff recommends approval and appropriation of the funds.

**Alternatives:**

Identify alternative funding sources or cancel the project.

**Attachments:**

Appropriation



**APPROPRIATION**  
**Supplemental Project Funding From Charlottesville City Schools**  
**\$121,775.00**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that \$121,775.00 is to be appropriated in the following manner:

**Revenues**

\$121,775.00	Fund: 426	WBS: SH-018	G/L Account: 432085
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**Expenditures**

\$121,775.00	Fund: 426	WBS: SH-018	G/L Account: 599999
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**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



<b>Agenda Date:</b>	June 4, 2018
<b>Action Required:</b>	Appropriation
<b>Presenter:</b>	Chris Gensic, Parks and Recreation
<b>Staff Contacts:</b>	Chris Gensic, Parks and Recreation Brian Daly, Parks and Recreation Ryan Davidson, Senior Budget and Management Analyst
<b>Title:</b>	<b>MAP Grant for Construction of Rugby Avenue Trail \$396,450</b>

**Background:**

The City of Charlottesville, through Parks and Recreation, has received an award from the Virginia Department of Transportation in the amount of \$317,160 to assist with efforts to construct a bicycle and pedestrian trail along Rugby Avenue from Sherwood Avenue to McIntire Park west. The City will match this project in the amount of \$79,290 from the BikePed fund (CP-083).

**Discussion:**

The City of Charlottesville has completed a bicycle, pedestrian and trail master plan that includes a bike/pedestrian commuter trail along the east side of Rugby Avenue. This will improve safe multimodal access into West McIntire Park and will connect to the bicycle and pedestrian bridge that will cross the railroad into East McIntire Park. The City applied for and has been awarded the funding to complete this section of trail. Design work has been completed and approved, this project will move into the construction phase in the near future.

**Community Engagement:**

The bicycle, pedestrian and trail master plan was developed with multiple public meetings and was approved by Council to be an addendum to the City Comprehensive Plan.

**Alignment with City Council's Vision and Strategic Plan:**

Construction of this trail will further council goals of being a Connected City by establishing a portion of the bicycle and pedestrian trail system that enhances our residential neighborhoods.

**Budgetary Impact:**

This request has no impact on the general fund. The entire local match of \$79,290, will be transferred from previously appropriated Capital Improvement Program (C.I.P.) funding sources. The grant award is for \$317,160, with a local match of \$79,290 for a total appropriation of \$396,450.

**Recommendation:**

Staff recommends appropriation of grant funds.

**Alternatives:**

If grants funds are not appropriated, the Parks Department will need to find another source for the money, or make an additional C.I.P. request through the annual budget process, and the project will be delayed by at least one year. Without assistance from this grant program, more local dollars will have to be expended in order to construct the trail, leaving less money for other improvements to the parks.

**Attachments:**

Grant award letter from V.D.O.T.

**APPROPRIATION**

**MAP-21 Grant for Construction of Rugby Avenue Trail  
\$396,450**

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has been awarded \$317,160 from the Virginia Department of Transportation to construct a bicycle and pedestrian trail along Rugby Avenue; and

**WHEREAS**, the City will match this grant in the amount of \$79,290 from the BikePed fund CP-083.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$396,450 is hereby appropriated in the following manner:

**Revenue**

\$317,160      Fund: 426                      WBS: P-00977                      G/L Account: 430120

**Expenditures**

\$317,160      Fund: 426                      WBS: P-00977                      G/L Account: 599999

**Transfer From**

\$79,290      Fund: 426                      WBS: CP-083                      G/L Account: 599999

**Transfer To**

\$79,290      Fund: 426                      WBS: P-00977                      G/L Account: 599999

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$317,160 from the Virginia Department of Transportation.



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.  
Commissioner

January 23, 2018

Mr. Chris Gensic  
Parks and Recreation  
P. O. Box 911  
Charlottesville, VA 22902

RE: EN17-104-105, P101, C501  
Rugby Avenue Trail  
**Project Administrative Agreement**

Dear Mr. Gensic:

Enclosed is one (1) fully executed copy of the Administrative Agreement for the above referenced Transportation Alternatives (TA) project.

It is extremely important that all state and federal procedures noted in the LAP Manual are followed when administering this TA project. I would like to emphasize the following:

1. VDOT must review all Requests for Proposal (RFP) for professional services prior to advertisement to ensure proper federal provisions and civil rights language.
2. Written approval from the VDOT District Coordinator is required prior to property acquisition and prior to the advertisement of your project for construction.
3. Competitive bidding is required for all construction projects and/or the purchase of materials. Construction by local government forces and volunteer labor is allowable but must be approved in advance.

Please do not incur any costs for which you expect reimbursement until notified by the Department that the required federal authorization has been secured. To do otherwise may jeopardize the federal funding.

This project is being administered by Mr. Will Stowe of our VDOT Culpeper District Office. Please do not hesitate to contact him at (540) 718-4591 to schedule a kick off meeting.

Sincerely,

A handwritten signature in blue ink that reads "Pam Liston".

Pamela M. Liston  
Transportation Alternatives Program Manager

Enclosure

cc: Will Stowe

**STANDARD PROJECT ADMINISTRATION AGREEMENT**  
**Federal-aid Projects**

<b>Project Number</b>	<b>UPC</b>	<b>Local Government</b>
EN17-104-105	111393	Rugby Avenue Trail City of Charlottesville

THIS AGREEMENT, made and executed in triplicate this 20 day of December, 2017, by and between the City of Charlottesville, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:
  - a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT
  - b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match, termination of this Agreement, or DEPARTMENT denial of future requests to administer projects by the LOCALITY.

- c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.
- d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.
- e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.
- f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to 2 CFR 200.338, Remedies for Noncompliance, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.
- g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.2-214 or Section 33.2-331 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.
- h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.
- i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements
- j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all



federal, state, and local laws and regulations. If the locality expends over \$750,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with 2 CFR 200.501, Audit Requirements.

- k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.
  - l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.
  - m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.
2. The DEPARTMENT shall:
- a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.
  - b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.
  - c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.
  - d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.
  - e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified, shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.
4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.2-1011 of the Code of Virginia, 1950, as amended.
5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.
6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- 9 This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.
10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**CITY OF CHARLOTTESVILLE, VIRGINIA:**

  
\_\_\_\_\_

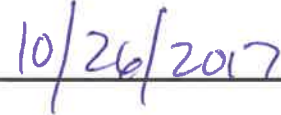
**Maurice Jones**

Typed or printed name of signatory

  
\_\_\_\_\_

Title

Date



  
\_\_\_\_\_

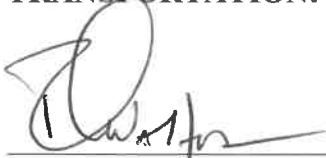
Signature of Witness

Date



**NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.**

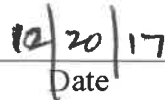
**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

  
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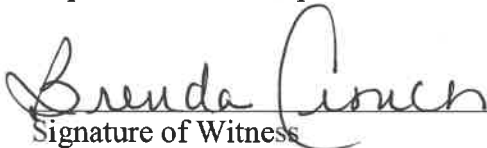
Chief of Policy

Commonwealth of Virginia

Department of Transportation

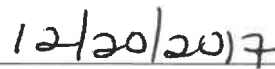
  
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Date

  
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Signature of Witness

Date



**Attachments**

Appendix A

Project Number: EN17-104-105, P101, C501

UPC: 111393

CFDA # 20.205

Locality:

Rugby Avenue Trail  
City of Charlottesville

Project Location ZIP+4: 22902	Locality DUNS# 74745829	Locality Address (incl ZIP+4): P. O. Box 911, Charlottesville VA 22902-5335
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**Project Narrative**

Scope:	Construct 12' wide paved shared use path along Rugby Avenue
From:	West McIntire Park
To:	Sherwood Road
Locality Project Manager Contact Info:	Chris Gensic / (434) 970-3656 / gensic@charlottesville.org
VDOT Project Coordinator Contact Info:	Kim Cameron, VDOT Culpeper District Office, 1601 Orange Road, Culpeper VA 22701 (540) 829-7500, Kim.Cameron@VDOT.Virginia.gov

**Project Estimates**

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$13,050	\$0	\$391,450	\$404,500
Estimated VDOT Project Expenses	\$10,000	\$0	\$5,000	\$15,000
Estimated Total Project Costs	\$23,050	\$0	\$396,450	\$419,500

**Project Cost and Reimbursement**

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement	Estimated Reimbursement to Locality
Preliminary Engineering	\$23,050	Local Funds	100%	\$23,050	\$0	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total PE</b>	\$23,050			\$23,050	\$0	-\$10,000
Right of Way & Utilities	\$0	Transportation Alternatives	20%	\$0	\$0	
				\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total RW</b>	\$0			\$0	\$0	\$0
Construction	\$396,450	Transportation Alternatives	20%	\$79,290	\$317,160	
	\$0	Local Funds	100%	\$0	\$0	
				\$0	\$0	
				\$0	\$0	
<b>Total CN</b>	\$396,450			\$79,290	\$317,160	\$312,160
<b>Total Estimated Cost</b>	\$419,500			\$102,340	\$317,160	\$302,160

<b>Total Maximum Reimbursement by VDOT to Locality (Less Local Share)</b>	\$317,160
<b>Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)</b>	\$302,160

**Project Financing**

Transportation Alternatives (80%)	Local Match (20%)	Local Funds (100%)			Aggregate Allocations
\$317,160	\$79,290	\$23,050			\$419,500

**Program and Project Specific Funding Requirements**

- This project shall be administered in accordance with VDOT's Locally Administered Projects Manual and TA Program Guide
- This is a limited funds project. The Locality shall be responsible for any additional funding in excess of \$317,160 (if applicable)
- Reimbursement for eligible expenditures shall not exceed funds allocated each year by the Commonwealth Transportation Board in the Six Year Improvement Program.
- Eligible VDOT project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.
- Any ineligible items identified throughout project development will not be reimbursable.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the locality and deducted from the project funds.
- For Transportation Alternatives projects, the LOCALITY shall maintain the project or have it maintained in a manner satisfactory to the Department for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TAP funded improvement prior to the expectations as identified in the TAP Guide, may require repayment of federal funds.
- In accordance with CTB policy, the project must be under construction by **October 1, 2021** or the federal Transportation Alternatives funding may be subject to de-allocation.

*Maurice Jones*  
Authorized Locality Official and Date

**Maurice Jones**

Typed or printed name of person signing

*Pamela Liston*  
Authorized VDOT Official and Date

**Pamela Liston 11/16/17**

Typed or printed name of person signing

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



<b>Agenda Date:</b>	June 4, 2018
<b>Action Requested:</b>	Approve Appropriation
<b>Presenter:</b>	Mike Rogers, Deputy Chief – Operations, Charlottesville Fire Dept.
<b>Staff Contacts:</b>	Mike Rogers, Deputy Chief – Operations, Charlottesville Fire Dept.
<b>Title:</b>	<b>Fire Equipment Overpayment Reimbursement - \$18,712.50</b>

**Background:**

In 2011 the Fire Department worked in conjunction with City Fleet on the purchase of a new piece of fire apparatus. This purchase was funded through approved funding in the C.I.P. A heart monitor/defibrillator was purchased as part of the equipment compliment from Phillips Healthcare. The fire department was recently notified by Phillips Healthcare that the City has a credit balance relating to this order.

**Discussion:**

Upon investigation, it appears that two purchase orders were created and paid but according to Phillips Healthcare, only one monitor/defibrillator was officially ordered and delivered. The remaining funds have been with Phillips Healthcare since that time. The overpayment has been returned to the City and we are asking that they be re-appropriated to be used for a reserve patient stretcher for the department's ambulance. We do not presently have a reserve stretcher should a primary stretcher have to come out of service. A new stretcher will be ordered with the pending new ambulance, but we will still be in need of a reserve stretcher to serve as a backup.

**Alignment with Council Vision Areas and Strategic Plan:**

The original intent of the funding was to support the City's mission "To provide services that promote equity and an excellent quality of life in our community" by providing funding for fire apparatus and equipment. With this refund being reapplied to this purpose we are better able to equip our responders to deliver emergency services to the citizens, students, business community members, and guests of the City.

This refund back to us from the original funding allotment F.Y. 10 also aligns with Goal 2: A Healthy and Safe City, providing funds for life safety supplies and equipment.

**Community Engagement:** N/A

**Budgetary Impact:**

There is no impact to the General Fund. The refund monies have already been received and have been placed back into the F.Y. 10 Fire Trucks project account, but need to be appropriated in order to be spent.

**Recommendation:**

Staff recommends appropriation of the funds to be used for current day apparatus equipment needs.

**Alternatives:**

If funds are not appropriated to be used for present day equipment needs, operational funding may need to be used in lieu of these funds to offset costs with pending apparatus purchases and equipment needs.

**Attachments:** N/A



**APPROPRIATION**

**Fire Equipment Overpayment Reimbursement**

**\$18,712.50**

**WHEREAS**, Phillips Medical Equipment has refunded \$18,712.50 to the Fire Department for monies overpaid for medical equipment in FY10;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that a total of \$18,712.50 be appropriated in the following manner:

**Revenues - \$18,712.50**

\$18,712.50    Fund: 426                      P: 00976                      G/L Account: 451999

**Expenditures - \$18,712.50**

\$18,712.50    Fund: 426                      P: 00976                      G/L Account: 451999

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



<b>Agenda Date:</b>	June 4, 2018
<b>Action Required:</b>	Approval of Appropriations
<b>Staff Contacts:</b>	Stacy Pethia, Housing Program Coordinator
<b>Presenter:</b>	Stacy Pethia, Housing Program Coordinator
<b>Title:</b>	<b>Appropriation of funds to the Charlottesville Affordable Housing Fund for repayment of Substantial Rehab loan - \$24,000.00</b>

**Background:**

On June 8, 2007 the City issued a Substantial Rehab loan of \$24,000.00 to Anthony Paul Trace. The funds were provided as a 20-year, zero-interest deferred payment loan with payment due upon sale, or other transference of the property prior to June 1, 2027. Mr. Trace recently sold the property and provided a check to the City in the full amount of the loan.

**Discussion:**

The loan satisfaction payment received from Mr. Trace meets the terms of the loan agreement and the funds received need to be appropriated to the Charlottesville Affordable Housing Fund (CAHF) in order to be used for future projects or programs related to affordable housing.

**Community Engagement:**

There has been no direct community engagement on this issue, as the payment received from Mr. Trace was made to satisfy the remaining balance of her June 25, 2013 substantial rehabilitation loan.

**Alignment with City Council Vision and Strategic Plan:**

Approval of this item aligns with the City Council Vision of ‘Quality Housing for All’ and with the Strategic Plan Goal 1.3 to “Increase affordable housing options.”

**Budgetary Impact:**

The loan repayment will increase the amount of available CAHF funds to \$238,190.65 for the remainder of FY 2018.

CAHF Balance as of 5/8/2018	\$129,410.97
1725 Jefferson Park Avenue ADU Payment	\$ 75,779.68
Loan Repayment – Anthony Paul Trace	\$ 24,000.00
<b>CAHF Balance after appropriation</b>	<b>\$238,190.65</b>

**Recommendation**

Staff recommends approval of the appropriation.

**Alternatives:**

There is no alternative for appropriation of the funds, as these funds must be returned to their original source.

**Attachments:**

N/A

**APPROPRIATION**  
**Charlottesville Affordable Housing Fund**  
**Substantial Rehab Loan Payoff – Anthony Paul Trace**  
**\$24,000.00**

**WHEREAS**, the City of Charlottesville has received funding from the payoff of the Anthony Paul Trace Deed of Trust (\$24,000.00);

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$24,000.00 be appropriated as follows:

**Revenues:**

\$24,000.00	Fund: 426	Project: CP-084	G/L Code: 434675
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**Expenditures:**

\$24,000.00	Fund: 426	Project: CP-084	G/L Code: 599999
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**CITY OF CHARLOTTESVILLE, VIRGINIA.  
CITY COUNCIL AGENDA**



<b>Agenda Date:</b>	June 18, 2018
<b>Action Required:</b>	Approval of Appropriations
<b>Staff Contacts:</b>	Stacy Pethia, Housing Program Coordinator
<b>Presenter:</b>	Stacy Pethia, Housing Program Coordinator
<b>Title:</b>	<b>Appropriation of funds to the Charlottesville Affordable Housing Fund for repayment of Substantial Rehab loan - \$30,113.28.00</b>

**Background:**

On September 26, 1997 the City issued a Substantial Rehab loan of \$30,113.28 to Willie and Shirley Morris. The funds were provided as zero-interest deferred payment loan with payment due upon sale, or other transference of the property prior. Mr. and Mrs. Morris recently sold the property and provided a check to the City in the full amount of the loan.

**Discussion:**

The loan satisfaction payment received from the Morris' meets the terms of the loan agreement and the funds received need to be appropriated to the Charlottesville Affordable Housing Fund (CAHF) in order to be used for future projects or programs related to affordable housing.

**Community Engagement:**

There has been no direct community engagement on this issue, as the payment received from Mr. and Mrs. Morris was made to satisfy the terms of their September 26, 1997 substantial rehabilitation loan.

**Alignment with City Council Vision and Strategic Plan:**

Approval of this item aligns with the City Council Vision of 'Quality Housing for All' and with the Strategic Plan Goal 1.3 to "Increase affordable housing options."

**Budgetary Impact:**

The loan repayment will increase the amount of available CAHF funds to \$73,178.93 for the remainder of FY 2018.

CAHF Balance as of 5/31/2018	\$229,190.65
PHA DPA Program	-\$186,125.00
Loan Repayment – Willie & Shirley Morris	\$ 30,113.28
<b>CAHF Balance after appropriation</b>	<b>\$ 73,178.93</b>

**Recommendation**

Staff recommends approval of the appropriation.

**Alternatives:**

There is no alternative for appropriation of the funds, as these funds must be returned to their original source.

**Attachments:**

N/A



**APPROPRIATION**  
**Charlottesville Affordable Housing Fund**  
**Substantial Rehab Loan Payoff – Willie and Shirley Morris**  
**\$30,113.28**

**WHEREAS**, the City of Charlottesville has received funding from the payoff of the Willie and Shirley Morris Deed of Trust (\$30,113.28);

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$30,113.28 be appropriated as follows:

**Revenues:**

\$30,113.28	Fund: 426	Project: CP-084	G/L Code: 434675
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**Expenditures:**

\$30,113.28	Fund: 426	Project: CP-084	G/L Code: 599999
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**CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA**



Agenda Date:	June 18, 2018
Action Required:	Approval of Appropriation
Presenter:	Hollie Lee, Chief of Workforce Development Strategies
Staff Contacts:	Hollie Lee, Chief of Workforce Development Strategies
Title:	<b>Appropriation of funding from Albemarle County for Non-City Resident Workforce Development Training (GO Driver) - \$4,432.50</b>

**Background:**

In the fall of 2017, staff from Albemarle County Economic Development contacted the City of Charlottesville Office of Economic Development (OED) about partnering to allow non-City residents to participate in the City's GO Driver workforce development program in an effort to train these individuals to become bus drivers for Albemarle County Public Schools (ACPS). OED staff provided a proposal to the County for such training on a cost per participant basis. The OED ultimately trained three, non-City residents through the GO Driver program from February to March of 2018, thus resulting in a total training cost of \$4,432.50 (\$1,477.50 per person). The County has remitted payment to the OED for the training, and this needs to be appropriated to the Workforce Investment Fund (P-00385).

**Discussion:**

In 2014, the OED piloted the Growing Opportunities (GO) Driver jobs-driven workforce development training program in partnership with Charlottesville Area Transit (CAT). During the 160 hour, six-week training program, participants get a Class B Commercial Driver's License Learner's Permit, a Passenger Service & Security certificate, a Virginia Career Readiness Certificate, a CPR/First Aid certificate, and over 40 hours of workplace readiness and customer service training. Upon successful completion of the program, participants are then eligible for employment with CAT and/or City Pupil Transportation. Since 2014, the OED and CAT have graduated eight GO Driver cohorts, and 61 individuals have been placed into employment with local transit agencies as a result of their participation in the program.

For the eighth GO Driver cohort, which took place from February to March of 2018, the OED partnered with Albemarle County to fund the participation of three, non-City residents in the GO Driver training program. All three individuals successfully completed the program and were hired by Albemarle County Public Schools as a school bus driver. The County and ACPS have expressed interest in wanting to partner again in the future to train non-City residents through the GO Driver program to become bus drivers for ACPS.

### **Alignment with Council Vision Areas and Strategic Plan:**

This effort supports City Council's "Economic Sustainability" vision and aligns directly with the SAT's *Growing Opportunity* report that was approved by City Council in 2013.

It also contributes to the following goals and objectives in the City's Strategic Plan:

Goal 4: A Strong, Creative and Diversified Economy

- Objective 4.1: Develop a quality workforce

Goal 1: An Inclusive Community of Self-sufficient Residents

- Objective 1.2: Prepare residents for the workforce

It aligns with Chapter 3 on Economic Sustainability in the Comprehensive Plan, and more specifically Goal 6, which focuses on workforce development and being an effective partner in creating a well-prepared and successful workforce.

### **Community Engagement:**

Like practically all of the City's workforce development efforts, its employment training programs are supported by numerous community agencies and organizations. For this particular initiative, the OED was able to partner with Albemarle County Economic Development and Albemarle County Public Schools for the first time.

### **Budgetary Impact:**

None as this is a reimbursement for services already provided.

### **Recommendation:**

Staff recommends approval and appropriation of the funds.

### **Alternatives:**

If funds are not appropriated, the City will have to cover the cost of training for the four, non-City residents who participated in the GO Driver training program.

### **Attachments:**

Appropriation

**APPROPRIATION**

**Funding from Albemarle County for Non-City Resident Workforce Development Training  
(GO Driver)  
\$4,432.50**

**WHEREAS**, the City of Charlottesville has received funds from Albemarle County in the amount of \$4,432.50; and

**WHEREAS**, the funds will be used to support workforce development training programs provided by the Office of Economic Development;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$4,432.50 is hereby appropriated in the following manner:

**Revenue – \$4,432.50**

Fund: 425

WBS: P-00385

G/L: 451999

**Expenditures - \$4,432.50**

Fund: 425

WBS: P-00385

G/L: 599999

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 18, 2018
Action Required:	Appropriation and Approval
Presenter:	Tierra Howard, Grants Coordinator, NDS
Staff Contacts:	Tierra Howard, Grants Coordinator, NDS
<b>Title:</b>	<b>Approval and Appropriation of CDBG &amp; HOME Budget Allocations for FY 2018-2019</b>

**Background:**

This agenda item includes the revised Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) final budget allocation for FY 2018-2019 appropriation for the HOME Investment Partnerships (HOME) funds to be received by the City of Charlottesville from the U.S. Department of Housing and Urban Development (HUD).

**Discussion:**

On May 21, 2018, City Council approved the *estimated* appropriation of the City's CDBG funds for FY 2018-2019 totaling \$389,291.49 and the City's HOME funds totaling \$99,844.45. No new match was to be appropriated to HOME projects due to a surplus of match from previous years that would be applied equally to all HOME projects. In addition to the budget, Council also approved any percent changes to the estimated amounts to be applied equally to all programs and no agency's allocation would increase more than their initial funding request.

After the appropriation for the estimated amounts was sent to Council, the City received the official allocation from HUD for the CDBG and HOME programs, which were greater than the estimated totals from the original appropriation. The City's CDBG allocation has increased by \$20,317 for a new total of \$409,708.49, and the HOME allocation has increased by \$26122.04 for a new total of \$125,966.49. The details of where the changes will occur are shown in the below table. The new total amounts received by the City for these programs need to be appropriated prior to administering these funds.

CDBG Program	Estimated Award	Actually Awarded	Additional Appropriation
Priority Neighborhood - Belmont	\$ 200,000.00	\$ 204,263.49	\$ 4,263.49
Economic Development - CIC Scholarships	12,500.00	12,500.00	-
Public Service - Literacy Volunteers	8,300.00	8,300.00	-
Public Service - United Way	25,000.00	26,431.00	1,431.00
Public Service - TJACH	25,000.00	26,531.00	1,531.00
Housing - AHIP Homeowner Rehab	40,991.49	50,000.00	9,008.51
Administration & Planning	77,600.00	81,683.00	4,083.00
	<u>\$ 389,391.49</u>	<u>\$ 409,708.49</u>	<u>\$ 20,317.00</u>
CDBG Entitlement Amount	388,100.00	408,417.00	20,317.00
Reprogramming unused prior year amount	1,291.49	1,291.49	-
	<u>\$ 389,391.49</u>	<u>\$ 409,708.49</u>	<u>\$ 20,317.00</u>
HOME Program			
Habitat - Downpayment Assistance	\$ 39,488.15	\$ 39,502.79	\$ 14.64
PHA - Downpayment Assistance	39,488.15	54,869.35	15,381.20
AHIP - Homeowner Rehab	20,868.15	31,594.35	10,726.20
	<u>\$ 99,844.45</u>	<u>\$ 125,966.49</u>	<u>\$ 26,122.04</u>
HOME Entitlement Amount	\$ 57,100.00	\$ 78,001.63	\$ 20,901.63
Required Match	14,280.00	19,500.41	5,220.41
Program Income from prior year	28,464.45	28,464.45	-
	<u>\$ 99,844.45</u>	<u>\$ 125,966.49</u>	<u>\$ 26,122.04</u>

**Community Engagement:**

A public hearing was held for the proposed CDBG and HOME FY 18-19 Action Plan on May 7, 2018. There were no comments provided by the public. Per the CDBG/HOME Citizen Participation Plan, there are no other community engagement efforts required as a result of the revised resolutions.

**Alignment with City Council's Vision and Strategic Plan:**

Approval of this agenda item aligns directly with Council's vision for Charlottesville to have **Economic Sustainability and Quality Housing Opportunities for All**. The proposed action also aligns with the Strategic Plan at goal 1.3 which speaks to increasing affordable housing options.

**Budgetary Impact:**

There will be no new budgetary impact to the General Fund. Previously appropriated match funding is sufficient to meet the HOME requirements.



**Recommendation:**

Staff recommends approval of the appropriations. Funds will not be available or eligible to be spent until HUD releases funds. Funds included in this budget will not be spent until HUD releases the entitlement after the Action Plan is approved.

**Alternatives:**

No alternatives are proposed.

**Attachments:**

2018-2019 CDBG and HOME Budget (Revised)  
Appropriation Resolution for CDBG funds (Revised)  
Appropriation Resolution for HOME funds (Revised)

**2018-2019 CDBG and HOME BUDGET ALLOCATIONS (REVISED)**  
**RECOMMENDED BY CDBG/HOME TASK FORCE and SAT: 1/16/18 and 1/26/18**  
**RECOMMENDED BY PLANNING COMMISSION: 3/13/2018**  
**ESTIMATED BUDGET APPROVED BY CITY COUNCIL: 5/21/2018**

<b>A. PRIORITY NEIGHBORHOOD</b>		
A. Belmont		<b>\$204,263.49</b>
<b>B. ECONOMIC DEVELOPMENT PROJECTS</b>		
A. Community Investment Collaborative - Scholarships		\$12,500
	<b>ECONOMIC DEVELOPMENT TOTAL:</b>	<b>\$12,500</b>
<b>C. PUBLIC SERVICE PROJECTS</b>		
A. Literacy Volunteers – Basic Literacy Instruction		\$8,300
B. United Way – Childcare Scholarships		\$26,431
C. TJACH – Coordinated Entry System		\$26,531
	<b>SOCIAL PROGRAMS TOTAL:</b>	<b>\$61,262 (15% EN)</b>
<b>D. HOUSING PROJECTS</b>		
A. AHIP – Homeowner Rehab		\$50,000
	<b>HOUSING PROGRAMS TOTAL:</b>	<b>\$50,000*</b>
<b>E. ADMINISTRATION AND PLANNING:</b>		
A. Admin and Planning		<b>\$81,683 (20% EN)</b>
	<b>GRAND TOTAL:</b>	<b>\$409,708.49</b>
	<b>ESTIMATED NEW ENTITLEMENT AMOUNT:</b>	<b>\$408,417</b>
	<b>ESTIMATED EN AVAILABLE AFTER PI APPLIED:</b>	<b>\$0.00</b>
	<b>REPROGRAMMING:</b>	<b>\$1,291.49</b>

\* Funding includes reprogrammed funds

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**2018-2019 HOME BUDGET ALLOCATIONS**

	A. Habitat – Down payment Assistance	\$39,502.79
	B. PHA – Down payment Assistance	\$54,869.35
	C. AHIP – Homeowner Rehab	\$31,594.35
	<b>GRAND TOTAL:</b>	<b>\$125,966.49</b>
	<b>ENTITLEMENT AMOUNT:</b>	<b>\$78,001.63</b>
	<b>ESTIMATED EN AVAILABLE AFTER PI APPLIED:</b>	<b>\$22,906.59</b>
	<b>REPROGRAMMING:</b>	<b>\$5,557.86</b>
	<b>REMAINING LOCAL MATCH FROM PREVIOUS ALLOCATIONS:</b>	<b>\$19,500.41</b>

All projects include EN available after program income applied and match surplus allocated from previous grant years

**APPROPRIATION OF FUNDS FOR  
THE CITY OF CHARLOTTESVILLE'S 2018-2019  
COMMUNITY DEVELOPMENT BLOCK GRANT - \$409,708.49**

**WHEREAS**, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of a Community Development Block Grant (CDBG) for the 2018-2019 fiscal year in the total amount of \$409,708.49 that includes new entitlement from HUD amounting to \$408,417, and previous entitlement made available through reprogramming of \$1,291.49.

**WHEREAS**, City Council has received recommendations for the expenditure of funds from the CDBG Task Force, the SAT, the Belmont Priority Neighborhood Task Force (priorities to be determined at a later date) and the City Planning Commission; and has conducted a public hearing thereon as provided by law;

**WHEREAS**, City Council previously appropriated the estimated Community Development Block Grant funding for the 2018 – 2019 fiscal year; now therefore

**BE IT RESOLVED** by the City Council of Charlottesville, Virginia, that the sums hereinafter set forth are hereby appropriated from funds received from the aforesaid grant to the following individual expenditure accounts in the Community Development Block Grant Fund for the respective purposes set forth; provided, however, that the City Manager is hereby authorized to transfer funds between and among such individual accounts as circumstances may require, to the extent permitted by applicable federal grant regulations.

**PRIORITY NEIGHBORHOOD**

Belmont Priority Neighborhood	\$204,263.49
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**ECONOMIC DEVELOPMENT**

Community Investment Collaborative Scholarships	\$12,500
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**PUBLIC SERVICE PROGRAMS**

United Way – Childcare Scholarships	\$26,431
TJACH – Coordinated Entry System	\$26,531
Literacy Volunteers – Basic Literacy Instruction	\$8,300

**HOUSING PROJECTS**

AHIP – Homeowner Rehab	\$50,000
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**ADMINISTRATION AND PLANNING:**

Admin and Planning	\$81,683
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**TOTAL**

**\$409,708.49**

**BE IT FURTHER RESOLVED** that this appropriation supersedes the previous appropriation from May 21, 2018, and is conditioned upon the receipt of \$408,417 from the Department of Housing and Urban Development.

The amounts so appropriated as grants to other public agencies and private non-profit, charitable organizations (sub-recipients) are for the sole purpose stated. The City Manager is authorized to enter into agreements with those agencies and organizations as he may deem advisable to ensure that the grants are expended for the intended purposes, and in accordance with applicable federal and state laws and regulations; and

The City Manager, the Directors of Finance or Neighborhood Development Services, and staff are authorized to establish administrative procedures and provide for mutual assistance in the execution of the programs.

**APPROPRIATION OF FUNDS FOR  
THE CITY OF CHARLOTTESVILLE'S 2018-2019  
HOME FUNDS \$125,966.49**

**WHEREAS**, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of HOME Investment Partnerships (HOME) funding for the 2018-2019 fiscal year;

**WHEREAS**, the region is receiving an award for HOME funds for fiscal year 18-19 of which the City will receive \$78,001.63 to be expended on affordable housing initiatives such as homeowner rehab and downpayment assistance.

**WHEREAS**, it is a requirement of this grant that projects funded with HOME initiatives money be matched with local funding in varying degrees;

**WHEREAS**, City Council previously appropriated the estimated HOME funding for the 2018 – 2019 fiscal year; now therefore

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the local match for the above listed programs will be covered by the a surplus of match from previous appropriations from the Charlottesville Housing Fund (account CP-0084 in SAP system) in the amount of \$19,500.41. Project totals also include previous entitlement made available through program income of \$22,906.59. The total of the HUD money, program income, and the local match, equals \$125,966.49 and will be distributed as shown below.

<b>PROJECTS</b>	<b>HOME EN</b>	<b>MATCH</b>	<b>PI/REPROGRAMMING</b>	<b>TOTAL</b>
Habitat for Humanity-DPA	\$24,508.92	\$6,002.93	\$9,488.15	\$40,000.00
PHA-DPA	\$36,056.36	\$9,076.24	\$9,488.15	\$54,620.75
AHIP-Homeowner Rehab	\$17,436.35	\$4,421.24	\$9,488.15	\$31,345.74
<b>Total</b>	<b>\$78,001.63</b>	<b>\$19,500.41</b>	<b>28,464.45</b>	<b>\$125,966.49</b>

\* includes Program Income which does not require local match.

**BE IT FURTHER RESOLVED** that this appropriation supersedes the previous appropriation from May 21, 2018, and is conditioned upon the receipt of \$78,001.63 from the Department of Housing and Urban Development.

The amounts so appropriated as grants to other public agencies and private non-profit, charitable organizations (subrecipients) are for the sole purpose stated. The City Manager is authorized to enter into agreements with those agencies and organizations as he may deem advisable to ensure that the grants are expended for the intended purposes, and in accordance with applicable federal and state laws and regulations; and

The City Manager, the Directors of Finance or Neighborhood Development Services, and staff are authorized to establish administrative procedures and provide for mutual assistance in the execution of the programs.

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



Agenda Date:	June 18, 2018
Action Required:	Approval of Appropriation
Presenter:	Riaan Anthony, Parks and Recreation Management Specialist
Staff Contacts:	Riaan Anthony, Parks and Recreation Management Specialist Vic Garber, Parks and Recreation Division Manager
<b>Title:</b>	<b>Virginia Department of Education Special Nutrition Program Summer Food Service Program - \$90,000</b>

**Background:**

The City of Charlottesville, through the Parks and Recreation Department, has received approval for reimbursement of up to \$90,000 from the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs.

**Discussion:**

Charlottesville Parks and Recreation will operate six Summer Camp programs throughout the City of Charlottesville. These sites serve children in Pre K-9th grades, for six weeks during the summer, June 18-July 27. Extended camp will be offered for two weeks at two locations from July 30<sup>th</sup> – August 10<sup>th</sup>. Various activities are planned from 9:00am-4:00pm, Monday through Friday. The Virginia Department of Education Special Nutrition Program provides free, nutritious breakfast and lunch for these children. Most of the children are served receive free or reduced meals during the school year. Over 1000 children were enrolled in Summer Camps last year.

The \$90,000 appropriation covers the cost of the food and administration of the summer food service program. The lunches are purchased through the City of Charlottesville School Food Service. The Parks and Recreation Department pays the City of Charlottesville Food Service for the meals provided and is then reimbursed by the Virginia Department of Education Special Nutrition Programs.

**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 it contributes to Goal 2 of the Strategic Plan to be a safe, equitable, thriving, and beautiful community. Children will receive nutritious breakfast, lunch and/or dinner, hopefully replacing a meal that did not exist or providing a healthier balanced option for them.

**Community Engagement:**

N/A

**Budgetary Impact:**

This has no impact on the General Fund. The funds will be expensed and reimbursed to a Grants Fund.

**Recommendation:**

Staff recommends approval and appropriation of funds

**Alternatives:**

If money is not appropriated, the free breakfast and lunch program will not be offered to youth, most of whom receive free or reduced meals during the school year.

**Attachments:**

Appropriation



## APPROPRIATION

### Virginia Department of Education Special Nutrition Program Summer Food Service Program \$90,000

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$90,000 from the Virginia Department of Education Special Nutrition Program to provide free breakfast and lunch to children attending summer camp programs; and

**WHEREAS**, the grant award covers the period from period June 18, 2018 through October 31, 2018.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, which the sum of \$90,000, received from the Virginia Department of Education Special Nutrition Program, is hereby appropriated in the following manner:

**Revenue – \$90,000**

Fund: 209                      Internal Order: 1900299                      G/L Account: 430120

**Expenditures - \$90,000**

Fund: 209                      Internal Order: 1900299                      G/L Account: 530670

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$90,000 from the Virginia Department of Education Special Nutrition Program.

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 18, 2018
Action Required:	Approve Appropriation
Presenter:	Kaki Dimock, Director, Human Services
Staff Contacts:	Kaki Dimock, Director, Human Services Ryan Davidson, Sr. Budget & Management Analysis, Budget Office
Title:	<b>Appropriation of Human Services Fund Balance for F.Y. 2018 Expenses - \$500,000</b>

**Background:**

The Department of Human Services is seeking approval to appropriate into the current fiscal year budget, \$500,000 of the department's existing fund balance, in order to cover expenses beyond what was initially approved as part of the Adopted F.Y. 2018 budget.

Expenses in the department are higher than anticipated in the area of foster care payments. This is a result of a significant increase in the number of youth in foster care placed in Community Attention Foster Families through our regional collaboration with area departments of social services. These expenses are paid out by the department and reimbursed at a rate of 100% by Children's Services Act (C.S.A.) funds. As is always the case, reimbursement for such expenses is delayed by as much as 60 days, resulting in the occasional need to access the fund balance.

**Discussion:**

Staff in the Department of Finance, Office of Budget Performance Management, and Human Services Department, discussed this issue to identify the recommended course of action, establishing the legitimate need for use of the fund balance and ensuring that no larger financial concern exists within the department's operations.

Through the collection of revenue from fee for service activities (from which the department generates 94% of its annual revenue), and through other savings in the department's operational budget, the Human Services fund has over time accumulated a fund balance of approximately \$1.9 million, which is available for usage by the department. Based on the nature of this fund, being roughly 94% dependent upon fee for service revenue, staff recommend that the target fund balance for this fund is to have at least 90 days of working capital in reserve. After the use of the \$500,000 of fund balance for F.Y. 2018 expenses, and the budgeted transfer of \$250,000 from this fund balance to the General Fund in F.Y. 2019, the Human Services fund balance will then be estimated

to be at approximately that level of reserve. The use of the available fund balance requires approval of a supplemental appropriation by City Council.

**Alignment with City Council's Vision and Strategic Plan:**

The Department of Human Services has a direct impact on the strategic goals of #1: *An inclusive community of self-sufficient residents* and of #2: *a healthy and safe city*. The Community Attention Foster Families program particularly impacts #2.2: *Meet the safety needs of victims and reduce the risk of re-occurrence/re-victimization*.

**Community Engagement:**

N/A

**Budgetary Impact:**

This has no financial impact on the General Fund. Impact is limited to the department's existing fund balance, which is expected to only be temporary after the pending reimbursement for C.S.A. expenses are received.

**Recommendation:**

Staff recommend approval of the use of \$500,000 from the department's fund balance in F.Y. 2018.

**Alternatives:**

N/A.

**Attachments:**

Appropriation

**APPROPRIATION**

**Appropriation of Human Services Fund Balance for FY 2018 Expenses**

**\$500,000**

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of up to \$500,000 in department fund balance, is hereby appropriated in the following manner:

**Revenues - \$500,000**

\$500,000      Fund: 213      Cost Center: 3413002000      G/L Account: 498011

**Expenditures - \$500,000**

\$100,000      Fund: 213      Cost Center: 3413002000      G/L Account: 519999

\$500,000      Fund: 213      Cost Center: 3413002000      G/L Account: 599999

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



Agenda Date:	June 18, 2018
Action Requested:	Approval of Resolution
Presenter:	Susan Elliott, Climate Protection Program Manager
Staff Contacts:	Susan Elliott, Climate Protection Program Manager Kristel Riddervold, Environmental Sustainability Manager Paul Oberdorfer, Department of Public Works Director
Title:	<b>2018 City-LEAP Climate Protection Program Support Grant - \$50,000</b>

**Background:**

The City of Charlottesville's Environmental Sustainability Division is proposing to provide already appropriated funds of \$50,000 to the Local Energy Alliance Program (LEAP) for support to the 2018 Climate Protection Program.

Charlottesville has been involved with climate protection related efforts at the local level for over 10 years, beginning with the establishment of the Climate Protection Program following the City of Charlottesville's 2006 commitment through the US Mayors Climate Protection Agreement to reduce communitywide greenhouse gas (GHG) emissions. This focus and commitment continues to be relevant and re-confirmed through recent joining of the Global Covenant of Mayors for Climate & Energy in June 2017.

Over 97% of Charlottesville's GHG emissions are associated with non-municipal activities (see attached infographic), indicating that success and progress in reducing our community's emissions requires participation of the public *and* private sectors. It is noted, as well, that emissions-reducing actions are also frequently associated with reduced energy usage, lower utility bills, greater comfort, and health benefits. As such, the Climate Protection Program has a focus on supporting emissions-reducing actions within the community and aims to ensure that resources and services for such are available, accessible, and affordable. Successful efforts have routinely included an ongoing partnership with the Local Energy Alliance Program (LEAP).

LEAP, a community-based 501c3 nonprofit, has a mission to lead the effort in local communities to implement clean energy technologies in buildings to promote cost savings for families and businesses, job creation, energy self-reliance, local economic development, and the mitigation of climate change. LEAP's alliance model is a community-based, public-private partnership.

The most recent annual report from all of the localities LEAP serves is available at <http://leap-va.org/about/annual-reports> and includes the following metrics:

- 560,000+ kilowatt hours of energy saved
- 52 equivalent homes off the grid for 1 year

- \$67,475 annual savings after improvements
- 90 residential solar installations
- 2 commercial solar installations
- 884 kW solar power installed
- 35 low-income single family homes served
- 1,205 low-income multifamily homes served
- 96 market rate single family homes served
- 5 commercial buildings

In working with LEAP, the Climate Protection Program receives program support in the form of providing core services to the community and opportunities to work collaboratively together to address specific needs. Additionally, LEAP is able to leverage funding from utility programs, such as Dominion's low income weatherization programs and grant opportunities, to provide and direct more expansive service to City residents and businesses.

The 2017 Program Support Agreement with LEAP included core services of Home Energy Check-Ups and Education and Outreach as well as Phase 1 of the development of new residential energy efficiency retrofit program to be piloted for the City of Charlottesville.

**Status Update:**

- Demand for the Home Energy Check-Ups has exceeded anticipate levels and scheduling requests from City residents continue to be made.
- Education and Outreach included participation at 2.5 community events per month, including one city neighborhood association meeting per month. At approximately 60% of the events, LEAP was an invited speaker or provided a presentation.
- Phase 1 of the pilot program development is concluding, and LEAP and Climate Protection Program staff are in discussions regarding Phase 2.

Staff anticipate bringing the Phase 2 to Council in the coming months. In the meantime, to continue service provision of several key services, staff is proposing to fund the attached 2018 Program Support Agreement.

**Discussion:**

As presented in the attached proposal, the ongoing partnership between LEAP and the City will continue a demonstrable, effective, and nimble model for delivering increased energy performance to the City's building sectors.

LEAP continues to appreciate the past grants from the City and to use these to leverage significant additional funding that contributes to enhanced delivery of energy efficiency programs and services to Charlottesville. As an example, since November 2015, 515 homes LEAP has worked with (296 multi-family, 219 single family) have been part of Dominion's Low-Income Weatherization Programs, bringing \$717,383 of assistance to Charlottesville residents. Due to recent decisions from the SCC and the 2018 General Assembly, several sources of new funding will become available within the next 2-4 months for Dominion energy programs that LEAP can leverage for energy improvements in Charlottesville.



The proposal to grant funds to LEAP to provide ongoing support to the Climate Protection Program will continue the strategy to reduce energy consumption and associated greenhouse gas (GHG) emissions, increase cost savings, and contribute to the City's policy goals. Through a proposed grant of \$50,000 from the City to LEAP to implement the 2018 Climate Protection Program Support proposal (attached), the following will be furthered:

- Continuation of home energy direct installation services, which allow Charlottesville to leverage available utility funding to increase impact
- Development and delivery of residential energy education and outreach presentations to increase resident awareness of home energy use factors and services available to assist with improvements, including highlights of services supported by the City.
- Provision of industry expertise and recommendations to support policy and program considerations of City staff
- Retrofit assistance for low-income residents to help reach eligibility standards for utility-funded energy improvement programs, increase opportunities for improvement beyond the utility-funded services, and to address obvious and immediate fixes

City staff has closely coordinated with LEAP on the intent of the grant, and the attached Memorandum of Understanding provides a summary of the purposes of the funds, program parameters desired by the City, and progress reporting requests.

#### **Alignment with City Council's Vision and Strategic Plan:**

Approval of the Resolution for the 2018 Climate Protection Program Support Grant aligns directly with Council's vision for Charlottesville to be *A Green City* with clean air and energy efficient homes and buildings. It also contributes to the following goal/objective in the City's Strategic Plan:

Goal 3: A Beautiful and Sustainable Natural and Built Environment

Objective 3.4: Be responsible stewards of natural resources

#### **Community Engagement:**

There have been and will continue to be numerous initiatives engaging various community audiences. Utilization of the resources offered through past support agreements and questions that City staff receive from community members seeking resources and information regarding improved energy use speak to community interest in these services.

#### **Budgetary Impact:**

Funds have already been appropriated as part of the Fiscal Year 2018 budget within the Environmental Sustainability Division cost center to be used for this purpose.

#### **Recommendation:**

Staff recommends approval of the Resolution.

**Alternatives:**

If Council chooses not to proceed, other approaches to promote energy efficiency improvements in the residential and non-residential sectors will be examined.

**Attachments:**

- Funding Resolution
- Signature Resolution and Proposed Memorandum of Agreement
- LEAP 2018 Proposal for City of Charlottesville Climate Protection Program Support
- 2012 Charlottesville GHG Inventory Infographic

**RESOLUTION**  
**2018 Climate Protection Program Support Grant**  
**\$ 50,000**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$50,000 is hereby paid to LEAP from currently appropriated funds in the Gas Fund, Environmental Sustainability Cost Center as follows:

\$50,000      Fund: 631                      Cost Center: 2711001000      G/L Account: 599999

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, attached hereto, in form approved by the City Attorney or his designee.

Memorandum of Understanding (MOU) between the City and the Local Energy Alliance Program (LEAP) for grant funds to support the Climate Protection Program and promote energy performance improvements.

**MEMORANDUM OF UNDERSTANDING  
2018 CLIMATE PROTECTION PROGRAM SUPPORT**

This Memorandum of Understanding (“MOU”) is made this \_\_\_ of \_\_\_\_\_, 2018, by and among the City of Charlottesville, Virginia and the Local Energy Alliance Program.

**Whereas**, the City of Charlottesville, Virginia, (hereafter, the City) wishes to increase energy performance of Charlottesville homes and non-residential buildings, and to reduce the greenhouse gas associated with community-wide energy use, and;

**Whereas**, the Local Energy Alliance Program (hereafter, LEAP) wishes to serve our local community to conserve energy in existing buildings, to promote cost savings, job creation, sustainability, local economic development, and environmental stewardship, and;

**Whereas**, LEAP wishes to provide access to expertise and action steps for energy efficiency and renewable energy implementation;

**Whereas**, the parties agree that the intended use and release of City funds should be authorized in a mutually agreed fashion, in furtherance of these shared goals;

**Now, Therefore**, the City and LEAP jointly agree that upon execution of this MOU, LEAP will be granted an amount of Fifty Thousand Dollars (\$50,000) the source of which is already appropriated funds in Fund 631, Cost Center 2711001000, for the purpose of providing 2018 Climate Protection Program support focused on providing access to expertise and action steps for improved energy performance and making the energy efficiency actions process streamlined, easy to understand, and financially attractive, affordable, and accessible. The parties agree to the terms and conditions of this MOU as set forth below:

**1. Use of Funds:**

The parties agree that funds may be used only for the following purposes as covered in the 2018 Climate Protection Program Support proposal.

**2. Program Parameters:**

Upon receipt of the grant, LEAP agrees to provide the proposed program support to promote energy performance improvements.

**3. Program Progress Reports**

LEAP acknowledges the City’s desire to receive progress reports regarding the accomplishments of the program at a minimum of three mutually established checkpoint dates. Both parties agree to the value of monthly meetings to ensure that pursuit of common goals is on track. Progress reports may be provided to those LEAP board members appointed to represent the City of Charlottesville and may contain the metrics outlined in the 2018 proposal.

**4. Modification Terms**

This MOU may be supplemented, modified, or amended by mutual agreement as set forth in writing.

**In Witness Whereof**, the City of Charlottesville and the Local Energy Alliance Program have executed this MOU effective the last date written below.

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to Form:*

*Funds are Available:*

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

\_\_\_\_\_  
Director of Finance, or designee

**LOCAL ENERGY ALLIANCE PROGRAM**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **Proposal for City of Charlottesville Climate Protection Program Support**

May 2018



Local Energy Alliance Program, Inc. (LEAP)

# LEAP Proposal for City of Charlottesville

## Energy Efficiency and Renewable Energy Programs

### ***Summary***

As always, it is with pleasure *and gratitude* that LEAP presents this annual proposal to the City of Charlottesville to continue supporting the Climate Protection Program. As the city engages in [LCAPP recap](#), or revisiting the LCAPP framework and opportunities laid out in the 2011 Local Climate Action Plan (LCAPP), LEAP continues to be the key provider of two integral elements of that plan: 1) reducing energy demand in existing buildings and 2) the promotion of clean energy sources for electric energy in the private sector. LEAP is an integral means of connecting climate action to community co-benefits. As the city updates its GHG emissions inventory and develops a Climate Action Plan, we propose programs that support the City's Climate Protection Program, serve the residential and commercial sectors, provide services to all socio-economic levels, and reduce energy usage and facilitate distributed solar power.

### ***Updates from 2017-2018 Proposal Implementation***

In December of 2017, LEAP signed an MOU with the City of Charlottesville for the implementation of residential and non-residential energy efficiency programs through the end of fiscal year 2018 and for Phase 1 of an effort to develop a more targeted and effective service model for City of Charlottesville residents. Successes and goals achieved include:

- Home Energy Check-Ups: **25**. Our target was 20. Many recipients expressed interest in "Project Management" to be offered by LEAP.
- Education and Outreach Events: **18**. Through our Program Services Agreement with the city, LEAP provides outreach and education on topics related to energy efficiency and renewable technology directly to city residents and business owners. The goal is to increase awareness within the City of Charlottesville community of the benefits and accessibility of energy efficiency and clean energy and the resources available for them to take action. Specific topics include promotion of City-specific low-cost Home Energy Check-Up and financial rebates and incentives. In some cases, these events assist with outreach to a regional audience and are cost shared.



<b>Event</b>	<b>Date</b>	<b>Participation Type</b>
Reduce & Produce Lightning Roundtable National Energy Efficiency Day	10/5/17	Special Event/Host/Speaker
CBIC Tech Tour @ ecoREMOD	10/11/17	Presentation
Renewable Energy Expo @ UVA	10/19/17	Tabling
Indoor Biotechnologies "Skybreaking"	1/8/18	Special Event/Speaker
Rose Hill Neighborhood Association	2/27/18	Presentation
Fifeville Neighborhood Association	3/8/18	Presentation
Fry's Spring Neighborhood Association	3/14/18	Presentation
Fix-a-Leak 5K	3/17/18	Tabling
March for Science @ the Pavilion	4/19/18	Tabling
Tom Tom Festival: "Making Energy Efficiency Sexy"	4/13/18	Special Event/Speaker
Burnley Moran Elementary PTO	4/17/18	Presentation
UVA Earth Week "100 Solutions"	4/17/18	Tabling
Charlottesville Eco Fair	4/22/18	Tabling
Indivisible Charlottesville: A Climate Conversation	4/23/18	Special Event/Speaker
Ridge Street Neighborhood Association	4/29/18	Presentation
"How To" at JMRL Central Library	5/4/18	Workshop
Belmont Neighborhood Association	5/14/18	Presentation
Solarize Piedmont Info Session @ Three Notched Brewery	5/22/18	Workshop

- Phase 1 of program development is progressing well and has produced a valuable amount of Charlottesville-specific data, which will be integrated into Phase 2, the rollout of a pilot residential energy efficiency retrofit program and project management service. We look forward to continuing discussion of Phase 1 results with the City's Climate Protection Program staff and building a proposal for Phase 2 over the next several months.

## ***FISCAL YEAR 2018-2019 PROGRAM SERVICES PROPOSAL***

LEAP proposes the following core programs and services for fiscal year 18-19:

1. Home Energy Check-Up
2. Low-Income Retrofit Assistance

### 3. Education and Outreach

#### **1. Home Energy Check-Up**

At the end of 2016, Dominion Energy Virginia concluded their Home Energy Check-Up (HECU) program. When Dominion's program ended, LEAP continued to offer city residents HECUs through our Program Services Agreement. A HECU has filled the role of being an affordable first step for Charlottesville residents to receive immediate energy savings and engage with a LEAP Energy Advisor who provides customized recommendations and education to individual home owners. The intent of this service is to continue to provide this affordable service while also increasing the quality and quantity of home-specific energy use data for both LEAP, the City, and the residents via blower door testing, quantifying immediate savings from direct installs, disaggregating the resident's utility bills, and collecting pre- and post-retrofit energy usage.

Today, the HECU has morphed into more of a custom energy audit than in previous years. LEAP now sees the HECU as a potential entry point for Project Management, whereby the Energy Advisor acts as an advocate and general contractor for the resident's home energy improvements. The expanded HECU will include more time with the homeowner identifying their needs and priorities and weighing them with ROI and their ability to afford the improvements. The Energy Advisor will also gather photos, measurements, and any other pertinent information that may be needed to hand off to a subcontractor. The homeowner will be presented with a plan that can be completed as their time, circumstances, and finances allow.

#### **2. Retrofit Assistance for Low-Income Residents:**

LEAP recognizes that there are residents in our community for whom project management and contracted upgrades are out of reach because they do not have the means to pay for the Check-Up or the improvements. Fortunately, we can still serve our low-income residents as a participating contractor in Dominion Energy's low-income weatherization programs, which provide many of the services of the Residential Retrofit Program for free. Improvements that cannot be covered by Dominion's programs would be made possible by a retrofit assistance fund which would:

- Pay for additional direct install measures beyond what utility programs provide (attic insulation, air sealing, lighting, hot water pipe wrap, low-flow showerheads, aerators, air filters, etc.)

- When helpful, pay for additional diagnostic tests to inform improvements and augment building data set
- Cover small price gaps that currently block clients' access to additional utility programs (ex. heat pump tune-ups, replacements, duct sealing)
- Directly fund obvious and immediate need fixes not covered by utility programs (refrigerant charges, emergency health/safety repairs, modest air-sealing)

In past years, this funding filled an important gap in health and safety measures, so that LEAP was able to ensure that the home was not only more energy efficient, but that by air sealing and insulating the home, we were also able to make sure it then was properly ventilated. As an example of the breadth and applicability of these funds, since November 2015, 515 homes LEAP has worked with (296 multi-family, 219 single family) have been part of Dominion's Low-Income Weatherization Programs, bringing \$717,383 of assistance to Charlottesville residents.

### **3. Education and Outreach**

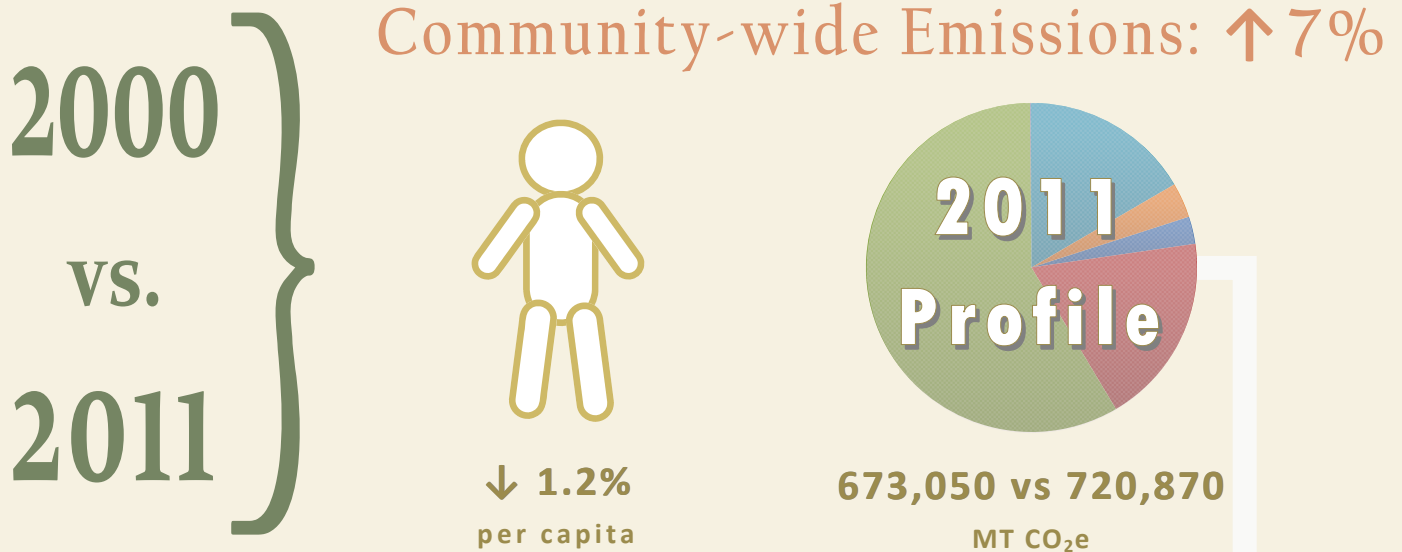
The success of our Clean Energy Future depends in large part upon outreach and raising awareness through education. Similarly, success of the City's climate protection goals depend largely on actions taken by the private residential and commercial sectors. This is core to LEAP's mission and it is a core service we provide the Climate Protection Program year after year. To this end, we focus on developing workshops, educational activities, and programs to provide the background knowledge residential and commercial building owners need to think big and take action. Working with city staff, we will continue our efforts to engage neighborhood associations, PTOs, Charlottesville City School students, and other community groups to increase energy efficiency literacy and to promote renewable energy, while tying the importance of both to mitigating climate change. LEAP's staff is dedicated to being the go-to resource on these subjects, and to that end, we attend and create as many opportunities as resources allow to engage with building owners face to face and to provide them with information either in person, through videos, radio spots, or informational articles such as those published monthly in the *Daily Progress*.

## **Conclusion**

The City of Charlottesville has been very generous in supporting this partnership each year. We have been able to enhance our core services to provide specialized attention and focused outreach from LEAP staff. As in the past, development of effective initiatives that expand the accessibility of energy efficiency and renewable energy projects within the City are critical to reducing GHG emissions to meet the city's 2023 goal. LEAP continues to uphold our partnership with the City of Charlottesville as a model for other localities in LEAP's service territories, especially Albemarle County. Again, LEAP reaffirms its full commitment to the special relationship it has with the City of Charlottesville as its energy efficiency program implementer and looks forward to our continued growth, innovation, and success.

# 2012 City of Charlottesville Emissions Report Update

The City of Charlottesville has made commitments to reducing community-wide greenhouse gas (GHG) emissions. The Climate Protection Program supports these commitments by periodically calculating the emissions associated with sectors and activities within our community. The first emissions inventory was created in 2008 and presented data from a baseline year 2000 and an interim year 2006. The 2012 Update adds inventory years 2009 and 2011. By comparing associated emissions data from 2000 to 2011, we can track how we are progressing on our community emissions reduction commitments.



2011 Profile: Commercial & Institutional 58.38% Residential 18.78% Transportation 16.7% Waste 3.43% Municipal 2.7% Industrial 0.05%

Note: The University of Virginia is the only institutional entity within the City and was included in its entirety in the emissions profile.

## The Largest Community Sectors



### Commercial + Institutional

58.38% 2011 Profile ↑ 16% GHG Emissions ↑ 20% Energy Use

The commercial sector includes all non-residential, non-municipal, and non-institutional building energy uses. In the City's community profile, the commercial and institutional sectors are combined.

### Municipal Sector Focus

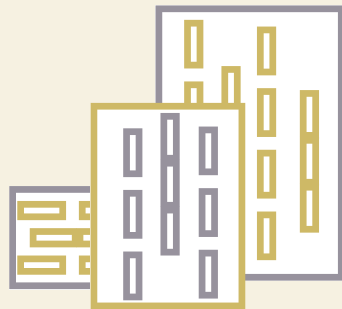
The City's municipal operations contribute 2.7% of the City's community-wide emissions profile.

See Next Page for Municipal Focus

# Municipal Sector: 2011 Community Emissions Profile

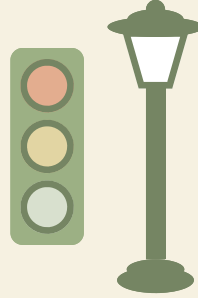
The Municipal Sector represents emissions associated with activities of the City's municipal operations, which is comprised of three areas: Facilities; Traffic Signals & Streetlights; and Fleet. Municipal waste is accounted for in the waste sector.

2011 Community Profile: **2.7%**      2000-2011: **↓18%**



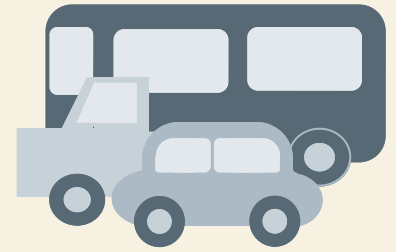
## Facilities

↓ 29.8% GHG Emissions  
↓ 29.5% Energy Use



## Traffic Signals & Streetlights

↓ 24% GHG Emissions  
↓ 20.8% Electricity (kWh)

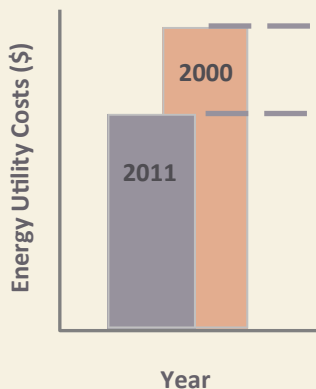


## Fleet

GHG Emissions  
↓ 10.3% Gasoline  
↑ 48.4% Diesel

2000  
vs.  
2011

### Facilities' Annual Energy Use Costs (Calculated at 2011 Utility Rates)



Energy reductions in Facilities produce annual avoid costs from utility bills. For example, avoided costs in 2011 alone amounted to over \$840,000.

Reductions in facility operations reflect three major efforts:

- Improve the efficiency of existing facilities
- Pursue high performance green buildings for new facilities
- Implement operational adjustments

As of 2012, there are 681 units in the municipal fleet. Emissions were calculated based on fuel consumption by vehicle type. An ongoing "greening of the fleet" contributed a decrease in gasoline usage while an increase in the public transit system produced an increase in diesel usage.

**Goals** Community-wide: Prevent increases in emissions and pursue a 10% emissions decrease by 2035  
Municipal operations: 1% average emissions reductions per year through 2050

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 18, 2018
Action Required:	Adoption of Resolution
Presenter:	Lisa Robertson, Chief Deputy City Attorney
Staff Contacts:	Emily Pelliccia, Deputy Chief of Administration, Fire Department
<b>Title:</b>	<b>Resolution Identifying “Authorized Official” for Medicare Applications Related to EMS Billing</b>

**Background:**

In the fall of 2017, City Council decided to implement a program of billing for emergency medical services. Staff has been working to complete all of the paperwork, build the administrative infrastructure and to obtain all of the licenses and approvals that are required before billing for services can be commenced. That process requires the City to become an approved Medicare provider/ biller.

**Discussion:**

As a Medicare provider/biller, the City is required to complete a number of forms and applications, which must be signed by a City official who has authority to bind the City government to the laws, regulations, and program instructions of Medicare. Staff believes that the City’s Finance Director is the appropriate City official, pursuant to the authority delegated by City Council within City Code §11-92(b), which provides that “The director of finance shall supervise the fiscal affairs of all departments and officers of the city who collect, receive or disburse the public moneys....”

Although staff and the city attorney’s office believe that §11-92(b) provides the necessary authority, and the director of finance has been signing the necessary documents so as not to delay the program, the city attorney’s office has recommended that Council adopt a Resolution expressly granting signature authority to the Finance Director. The Resolution would be affirmative evidence of Council’s delegation of signature authority to a specific city official for purposes of this new program.

**Alignment with Council Vision Areas and Strategic Plan:**

This request serves the same council vision areas and strategic plan as Council’s prior decision to implement a billing for emergency medical services program, and is a follow-up action related to that prior decision.

**Community Engagement:**

N/A

**Budgetary Impact:**

None

**Recommendation:**

Staff and the City Attorney's Office recommend that Council should adopt the attached Resolution

**Alternatives:**

Council could elect not to approve the Resolution. If federal or state program authorities should seek documentation of council's affirmative grant of signature authority, the application processes could be put on hold for the time it would take to come back to Council for approval of a Resolution.

**Attachments:**

Proposed Resolution



**RESOLUTION**  
**Identifying an Authorized Official**  
**of the City Government for Medicare Program Requirements**

BE IT RESOLVED by the Charlottesville City Council that the City's Finance Director is the authorized official of the City government who has the authority to legally and financially bind the City government to the laws, regulations, and program instructions of Medicare, as evidence by his signature to documents required for or in connection with the Medicare program.

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CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 18, 2018
Action Required:	Yes (Authorize City Manager to Sign Agreement)
Presenter:	Paul Oberdorfer, Public Works Director
Staff Contacts:	Maurice Jones, City Manager Lisa Robertson, Acting City Attorney
Title:	<b>RSWA/Albemarle County/City - Local Government Support Agreement for Recycling Programs</b>

**Background:** The County of Albemarle (County), the City of Charlottesville (City), and the Rivanna Solid Waste Authority (RSWA) entered into an Agreement dated August 23, 2011, providing the terms of the County's and City's shared financial support for, and the RSWA's operation of, recycling services at the McIntire Road Recycling Center (McIntire). There have been six (6) amendments to this agreement to extend the term of the agreement. The current agreement amendment, Amendment No. 6, expires on June 30, 2018. The attached Amendment No. 7 to the Local Government Support Agreement for Recycling Services (Attachment 1) is an additional extension of services through June 30, 2019.

**Discussion:** The Amendment No. 7 to the Local Government Support Agreement for Recycling Services (Attachment 1) continues the current funding arrangement and services at McIntire from July 1, 2018 through June 30, 2019. Because the County is a party to the McIntire agreement, the Amendment No. 7 requires Board of Supervisors approval. The Board of Supervisors is expected to consider this extension at one of its June meetings. Additionally, because the RSWA is a party to the McIntire agreement, the Amendment No. 7 requires RSWA Board of Directors approval. The Board of Directors is expected to consider this extension at a future meeting as well.

**Alignment with Council Vision Areas and Strategic Plan:** Vision of Charlottesville as a "Green City" which encourages recycling.

**Community Engagement:** Albemarle County has a citizen committee which is working on this issue. City staff participate in these meetings.

**Budgetary Impact:** Sufficient funding is available in the proposed FY19 budget.

**Recommendation:** Approve extension of the agreement.

**Alternatives:** Discontinue funding for the McIntire Recycling Center.

**Attachments:**

1. Signature Resolution - Amendment No. 7 to Local Government Support Agreement for Recycling Programs, Original Agreement dated August 23, 2011
2. RSWA Board of Directors May 22, 2018 Support Agreement Memo

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, attached hereto, in form approved by the City Attorney or his designee.

Amendment No. 7 to the Local Government Support Agreement for Recycling Programs among the City, Albemarle County and the Rivanna Solid Waste Authority, dated August 23, 2011, extending the expiration date of the original Agreement to June 30, 2019.

**AMENDMENT NO. 7 TO  
LOCAL GOVERNMENT SUPPORT AGREEMENT FOR RECYCLING PROGRAMS  
AMONG  
THE CITY OF CHARLOTTESVILLE  
THE COUNTY OF ALBEMARLE  
AND  
THE RIVANNA SOLID WASTE AUTHORITY**

This **Amendment No. 7** to the **Local Government Support Agreement for Recycling Programs** (this “Amendment”) is made this \_\_\_ day of June, 2018 by and among the **City of Charlottesville, Virginia** (the “City”), the **County of Albemarle, Virginia** (the “County”) and the **Rivanna Solid Waste Authority** (the “Authority”, individually a “Party”, and together referred to as the “Parties”).

WHEREAS, the City, the County and the Authority entered into a certain Local Government Support Agreement for Recycling Programs dated August 23, 2011 (the “Original Agreement”) providing the terms of the City’s and County’s shared financial support and Authority’s operation of the Recycling Services; and

WHEREAS, the Original Agreement provided that such financial support and operations continue through the Authority’s fiscal year ending June 30, 2012, with the City and County retaining an exclusive option to extend the Original Agreement for two successive one-year periods by giving prior written notice to the Authority; and

WHEREAS, the City and County exercised their first option to extend the term of the Original Agreement through June 30, 2013, but the County elected not to exercise its second option to extend the term through June 30, 2014 and instead requested, with the concurrence of the City, an extension of the Original Agreement through December 31, 2013; and

WHEREAS, the City, the County and the Authority entered into Amendment No. 1 to the Original Agreement dated June 5, 2013 extending the term of the Original Agreement through December 31, 2013; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 2 to the Original Agreement dated October 23, 2013 extending the term of the Original Agreement through June 30, 2014; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 3 to the Original Agreement dated January 28, 2014 extending the term of the Original Agreement through June 30, 2015; and,

WHEREAS, the City, the County and the Authority entered into Amendment No. 4 to the Original Agreement dated July 1, 2015 extending the term of the Original Agreement through June 30, 2016; and

WHEREAS, the City, the County and the Authority entered into Amendment No. 5 to the Original Agreement dated June 6, 2016 extending the term of the Original Agreement through June 30, 2017; and

WHEREAS, the City, the County and the Authority entered into Amendment No. 6 to the Original Agreement dated July 14, 2017 extending the term of the Original Agreement through June 30, 2018 (the Original Agreement, as amended by

Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6, hereinafter, the "Agreement"); and,

WHEREAS, the County desires an additional extension of the term of the Agreement through June 30, 2019, and the City is agreeable to an extension for such period.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Amendment to Section 4.** Section 4 of the Agreement, entitled "Term of Agreement," is amended and restated as follows:

4. **Term of Agreement**

This Agreement shall be effective upon execution and the financial participation requirements shall be retroactive to July 1, 2011 and shall continue through June 30, 2019.

2. **Miscellaneous.** Capitalized terms used herein shall have the meanings ascribed to them in the Agreement unless otherwise specifically defined herein. Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates below.

CITY OF CHARLOTTESVILLE:

\_\_\_\_\_  
Maurice Jones  
City Manager

\_\_\_\_\_  
Date

COUNTY OF ALBEMARLE:

\_\_\_\_\_  
Jeffrey Richardson  
County Executive

\_\_\_\_\_  
Date

RIVANNA SOLID WASTE AUTHORITY:

\_\_\_\_\_  
William I. Mawyer, Jr., P.E.  
Executive Director

\_\_\_\_\_  
Date



**RIVANNA SOLID WASTE AUTHORITY**  
695 Moores Creek Lane • Charlottesville, Virginia 22902 • (434) 977-2970

**MEMORANDUM**

**TO: RIVANNA SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

**FROM: BILL MAWYER, EXECUTIVE DIRECTOR**

**SUBJECT: PROPOSED AMENDMENT NO. 7 TO THE LOCAL GOVERNMENT  
SUPPORT AGREEMENT FOR RECYCLING PROGRAMS**

**DATE: MAY 22, 2018**

This recommendation is to extend the Local Government Support Agreement for Recycling Programs (LGSARP) an additional year through June 30, 2019.

The LGSARP originated in August 2011 as an agreement between the City, County, and RSWA to provide the terms of the City's (30 %) and County's (70 %) shared financial support for the recycling services located at the McIntire Recycling Center and the Paper Sort Facility, and RSWA's operation of those facilities. A one-year extension of the LGSARP has been executed by all parties annually since 2011.

Based on the continued successful operation of our recycling facilities, and our understanding that the City and the County wish to continue these services, we recommend authorization of the attached amendment.

**Board Action Requested**

Staff respectfully requests the Board authorize the Executive Director to execute the amendment after execution by the County Executive and the City Manager including any minor and non-substantive revisions requested.



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



Agenda Date:	June 4, 2018
Action Requested:	Public Hearing and First Reading of Ordinance
Presenter:	Lisa A. Robertson, Acting City Attorney
Staff Contacts:	Matthew Alfele, NDS Planner
<b>Title:</b>	<b>Closing of Portion of Alley off Dice Street</b>

**Background:**

The Trustees of the Bethel Church of God in Christ, represented by Pastor William Ward, owner of properties at 621 Dice Street and 315 7<sup>th</sup> Street, SW, and Ms. Rosemaria Bell, owner of property at 313 7<sup>th</sup> Street, SW, have petitioned the City to close an unaccepted alley adjoining these properties. The subject 12' wide alley was created in 1923 on a subdivision plat of record in the Charlottesville Clerk's Office in Deed Book 44, page 308. The subdivision plat was amended in 1926 (Deed Book 53, Page 487) to add several more lots but the boundaries of the alley did not change. In order to ensure clear title to the right-of-way, the owners are seeking adoption of a formal ordinance by City Council evidencing the vacation of any public interest in the subject alley.

Bethel Church has one building at 621 Dice Street and another building at 315 7<sup>th</sup> Street, SW and the alley is between the two buildings. The Church would like to connect their two buildings to provide easier access for the senior members of its congregation, and for people with medical and physical challenges.

**Discussion:**

There are no public utilities located in this alley. Closing the alley will offer the adjoining property owners clear title to the center line of the closed portion, solving the access issue for Bethel Church, and adding some land to Ms. Bell's property. The alley is not accessible by vehicle and will not impede or alter access to any other lot owners in the subdivision. Bethel Church members have been mowing the grass in the alley for many years.

The adopted City Council policy for the closing and vacating of streets and alleys states that City Council should consider the following in making their decision as to whether a particular street or alley should be closed:

1. *Will vacating the street or alley impede any person's access to his property, or otherwise cause irreparable damage to the owner of any lot shown on the original subdivision plat?*

The requested alley vacation will not impede access to any parcel, nor result in any parcel becoming "landlocked".

2. *Are there any public utilities located in the area to be vacated?*

There are no public utilities located in the subject alley.

3. *Will vacation of the street or alley result in an adverse impact on traffic on nearby public streets, or result in undesirable circulation conditions for vehicular movements in and through the subdivision?*

Since the subject alley has never been accepted into the City street system for vehicular travel, there will be no adverse impact on traffic as a result of the alley vacation.

**Alignment with City Council's Vision and Strategic Plan:** Not applicable.

**Community Engagement:**

A public hearing is being held, and has been advertised as required by law. A sign was posted in the alley to further notify the public about the public hearing.

**Budgetary Impact:**

None.

**Recommendation:**

Staff recommends approval of the ordinance.

**Attachments:** Request Letter and Petition; Exhibit Drawing; Tax Map  
Proposed Ordinance to Close a Portion of an Alley off Dice Street

# BETHEL CHURCH OF GOD IN CHRIST

## PASTOR: WILLIAM N. WARD, JR.

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621 Dice Street, P O Box 1352, Charlottesville, VA 22902 | 434-977-6447

April 5, 2018

City of Charlottesville  
City Attorney's Office  
605 E. Main Street-City Hall  
Charlottesville, Virginia 22902  
ronan@charlottesville.org

ATTN: Barbara K. Ronan

Greetings and salutations to you. On behalf of the officers and members of Bethel Church of God in Christ, 621 Dice Street, P O Box 1352, Charlottesville, VA 22902, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia (1950), as amended, we the petitioner(s) apply for the closing and discontinuance of the alley situated between 621 Dice Street and 315 7<sup>th</sup> Street SW in the City of Charlottesville, Virginia as described below:


- the alley between 621 Dice Street and 315 7<sup>th</sup> Street SW is 13' x 26' (Map ID 300/030/000 and Map ID 300/029/000) both properties are owned by Bethel Church of God in Christ
- the total length of the alley is 67', (41'x12' of which runs adjacent to property owned by Bethel Church of God in Christ, 621 Dice Street, Map ID 300/030/000 and property located at 313 7<sup>th</sup> Street SW, Parcel ID 300028000 and Parcel ID 300027000 owned by Rosemaria Bell

The request for closure of alley is to allow the church to connect its two properties together. This will provide ease of moving senior members of congregation and people with medical and physical challenges without them having to go outside and along the sidewalk to enter the other building. For the past fifty years the petitioner(s) have maintained the alley with routine lawn maintenance.

We confirm that for the fifty years that we have been resident at the aforementioned properties no pedestrian or vehicle traffic has used this alley and we further maintain that no inconvenience will result to any person by reason of said closing, vacation and discontinuance of the alley.

Approval signatures of land owners along the adjacent alley desire and request the alley to be closed.

Regards,

  
William N. Ward, Jr.  
Pastor, Bethel COGIC



Rosemaria Bell  
Adjaent Property Owner

RECEIVED

APR 16 2018

PETITION TO CLOSE A STREET OR ALLEY

Please Return To: Department of Neighborhood Development Services  
PO Box 911, City Hall, Charlottesville, Virginia 22902  
Telephone (434) 970-3182 Fax (434) 970-3359

NEIGHBORHOOD DEVELOPMENT SERVICES



FEE: A filing fee of \$100.00 made payable to the City of Charlottesville.

A. PETITIONER INFORMATION

Petitioner Name: William N. Ward Jr. (Bethel Church of God in Christ)

Petitioner Mailing Address: 621 Dice Street - P.O. Box 1352 Charlottesville, VA 22902

Does Petitioner currently own property adjacent to the area requested to be closed? Yes If no, please explain \_\_\_\_\_

Petitioner Phone Number(s):  
Work: 434-977-6487  
Home: 434-589-1699

Mobile: 757-871-4520  
Fax: 434-589-1699  
Email: govelord1@gmail.com

B. ADDRESSES OF PROPERTY OWNERS ADJACENT TO THE STREET/ALLEY (use back of form if necessary)

Property Owner Name	Mailing Address	City Tax Map and Parcel #
<u>ROSEMARY BELL</u>	<u>313 7th STREET SW</u>	<u>300028000</u>
<u>ROSEMARY BELL</u>	<u>311 7th STREET SW</u>	<u>300027000</u>

C. PETITIONER'S REQUEST

1. That, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia (1950), as amended, the said Petitioner(s) apply for the vacating, closing and discontinuance of a certain street or alley, situated in the City of Charlottesville, Virginia, as described below as follows: (Provide name, right-of-way width and length of streets or alleys being closed)

\_\_\_\_\_  
\_\_\_\_\_

- 2. Confirm that no inconvenience will result to any person by reason of said closing, vacation and discontinuance of the said street or alley. Include details in narrative.
- 3. That land owners along and adjacent to said street or alley desire and request the street or alley to be closed. Attach letters of approval or signatures of approval from adjacent property owners.
- 4. Attach a copy of the city real property tax map showing the portion of the street or alley to be vacated with the square footage clearly indicated.
- 5. Applicant must provide copies of a title search and opinion performed by an attorney or licensed title company of the SUBDIVISION property in question and the alley to the original dedication of the alley or street. Highlight on the deed when the street or Plat alley was created. The deed information is available at the City Circuit Courthouse (315 E. High Street).
- 6. Applicant must review the attached closing policy prior to submission of this form and attach a narrative which addresses the objectives outlined in that policy to include specific information as to why an alley closing is being requested.

Respectfully Submitted,

[Signature]  
Signature of Petitioner(s)

William N. Ward Jr.  
Print

The review process typically takes two months. Following the review, valid applications will be forwarded to a joint Planning Commission and City Council Public Hearing and then to City Council for two readings.

FOR OFFICE USE ONLY (Sign Posting)  
I certify that the sign(s) as required by Section 31-271 of the City Code (Zoning Ordinance) as amended has been posted on the following date: \_\_\_\_\_

Signature \_\_\_\_\_

Date Paid: 4/16/18 Amt. Paid: 100.00 Check #: 1848,2114 Recorded by: O. Ebanu

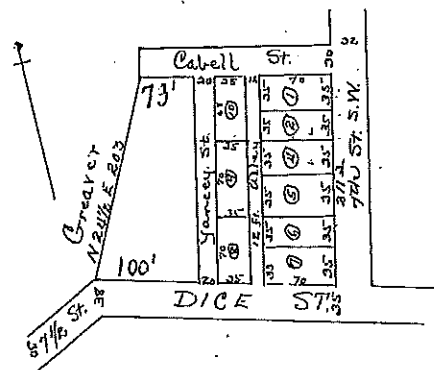
PIF-0069

10th day of May 1926, have this day acknowledged the same before me in my County aforesaid.

My commission expires on the 16 day of Febry, 1930.

Given under my hand this 29 day of May 1926.

H. E. Dinwiddie  
Notary Public.



Scale 100ft to an Inch.

J. C. Mann (Surveyor)  
Charlottesville, Va.  
May, 1926.

In the Clerk's Office of the Corporation Court of the City of Charlottesville, Virginia, .

On the 10th. day of June, 1926, at 10:45 A.M., the foregoing instrument of writing was presented and admitted to record, and together with the certificate of acknowledgment recorded in Deed Book No. 53, page 486.

Teste :-

*C. E. Moran*, Clerk.

\*\*\*\*\*

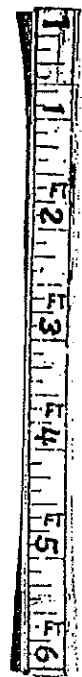
*Eid.*

ARTHUR COLEMAN is justly indebted to Mrs. Bertie B. Yancey in the sum Arthur Coleman  
of TWO HUNDRED AND SEVENTY DOLLARS (\$270.00) as is evidenced by the nine  
notes of the said Coleman for THIRTY DOLLARS (\$30.00) each, bearing even date To Trust  
herewith, containing waiver of homestead exemption and payable 1, 2, 3, 4, 5,  
6, 7, 8, and 9 months, respectively, after date to the said Mrs. Bertie B. Claude R. Yardley,  
Yancey at the Peoples National Bank, Charlottesville, Virginia, said notes &c, Trs.  
are numbered consecutively from 1 to 9, inclusive and are endorsed by Sarah  
Cobb, Mother of the said Coleman. Note number 9 is not negotiable and bears  
the following endorsement:

"If the obligor of this note and the other eight notes of even date  
herewith shall promptly pay said eight notes on the respective due dates  
thereof then this note is to be surrendered and cancelled without payment  
otherwise to remain in full force and effect."  
It is desired to more effectually secure the payment of said nine notes as  
aforesaid which are given for balance of purchase money on real estate conveyed  
by deed of even date herewith.

NOW, THEREFORE, THIS DEED, dated this the 10th day of May 1926, between  
Arthur Coleman, party of the first part, Claude R. Yardley and L. W. Wood,

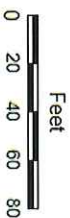
Fee \$2.25  
Tax .30  
paid \$2.55





**Legend**

- Parcels
- Addresses
- City Limits
- Sanitary Manhole
- Sanitary Line
- Storm Structure
- Storm Line
- Water Hydrant
- Water Line
- Water Meter
- Gas Meter
- Gas Main
- Gas Service



**Title:**

**Date:** 4/19/2018

*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records information, and data obtained from various sources, and Charlottesville is not responsible for its accuracy or how current it may be.*





CITY OF CHARLOTTEVILLE

SEE MAP 10

MAIN STREET

UNION STATION

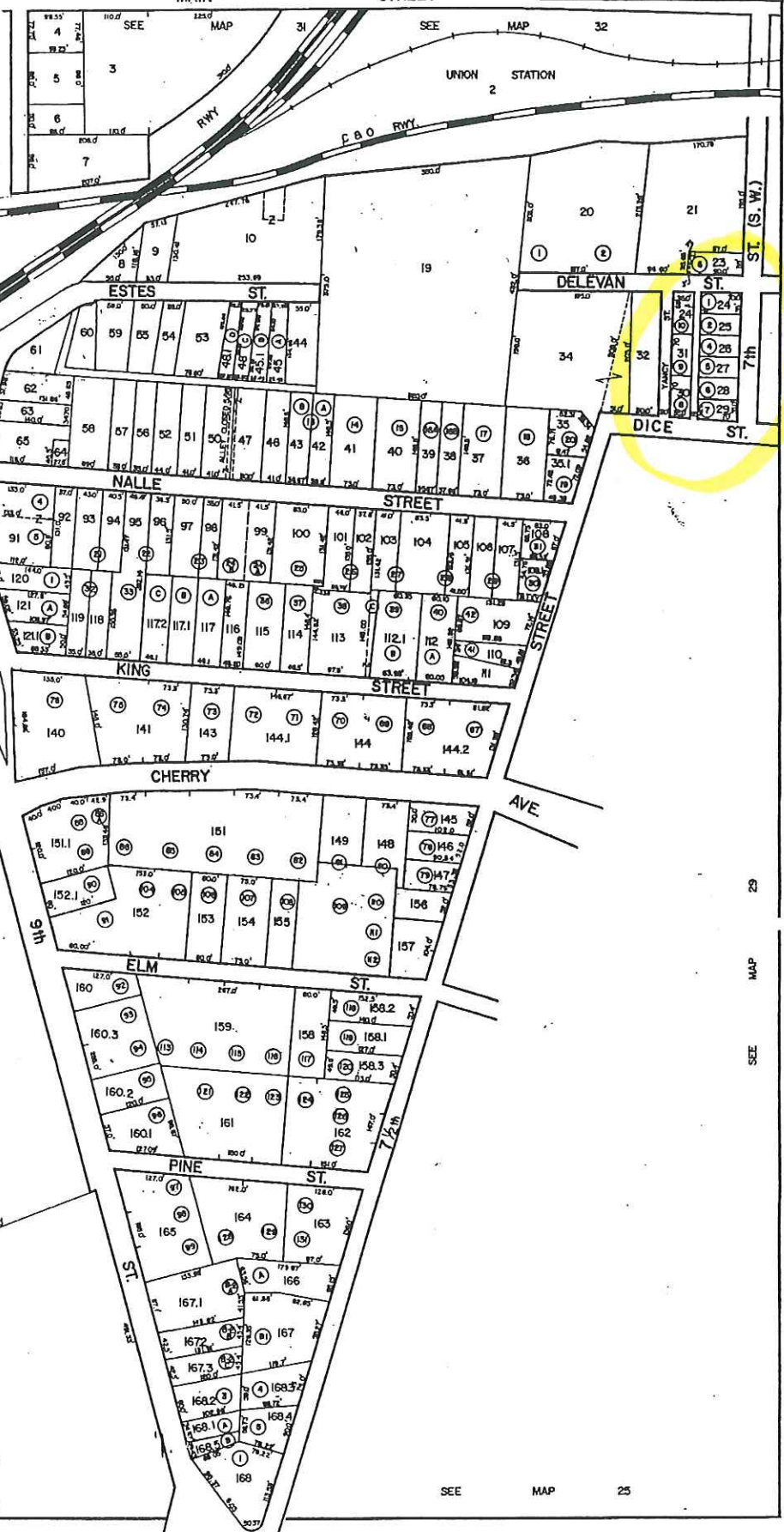
SEE MAP 10

SEE MAP 10

SEE MAP 23

SEE MAP 23

SCALE : 1" = 100'



SEE MAP 25

29 SEE MAP 29

**AN ORDINANCE  
CLOSING, VACATING AND DISCONTINUING A  
PORTION OF A 12' WIDE ALLEY OFF DICE STREET  
NEAR 7<sup>TH</sup> STREET, S.W.**

**WHEREAS**, Bethel Church of God in Christ, owner of properties at 621 Dice Street and 315 7<sup>th</sup> Street, S.W., and Ms. Rosemaria Bell, owner of property at 313 7<sup>th</sup> Street, S.W., initiated a petition seeking to close a portion of the 12' wide alley adjoining their properties (approximately 67 feet in length from its origin at Dice Street), hereinafter "Subject Right of Way"; and,

**WHEREAS**, the Subject Right of Way was initially platted in 1923 and again in 1926 as part of a small 10 lot subdivision, and was never accepted by the City as part of the City's public street system; and

**WHEREAS**, there are no public utility lines located in the Subject Right of Way; and

**WHEREAS**, following notice to the public pursuant to Virginia Code §15.2-2272, a public hearing by the City Council was held on June 4, 2018, and comments from City staff and the public were made and heard; and,

**WHEREAS**, after consideration of the factors set forth within the City Street Closing Policy, adopted by Council on February 7, 2005, this Council finds and determines that the petitioner's request should be granted.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that the City hereby closes, vacates and discontinues the Right-of-Way described as follows:

The portion of a 12' wide alley off Dice Street, running a distance of approximately 67 feet, adjoining City Tax Map Parcels 300028000, 300029000, and 300030000, shown on a subdivision plat, as amended, of record in the Charlottesville Circuit Court Clerk's Office in Deed Book 53, Page 487.

**BE IT FURTHER ORDAINED** that unless an appeal from Council's enactment of this ordinance is made to the Charlottesville Circuit Court within thirty (30) days of the date of adoption, the Clerk of the Council shall send a certified copy of this ordinance to the Clerk of the Circuit Court for recordation in the current street closing book.



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



<b>Agenda Date:</b>	June 18, 2018
<b>Action Requested:</b>	2 <sup>nd</sup> of 2 Readings of Ordinance
<b>Presenter:</b>	Chris Cullinan, Director of Finance Lauren Hildebrand, Director of Utilities
<b>Staff Contacts:</b>	Chris Cullinan, Director of Finance Lauren Hildebrand, Director of Utilities
<b>Title:</b>	<b>Proposed Utility Rates for FY2019</b>

**Background:**

The City of Charlottesville owns and operates public utilities for water, wastewater, natural gas, and stormwater. Utility services are essential on a daily basis to us as both individuals and a community. Thoughtful, deliberate planning and sufficient financial resources ensure efficient and orderly maintenance and operation of these systems. This need for investment in our utility systems is not without cost, but our rates must also be balanced with the need for continued affordability for our customers.

Each of the City's utilities is accounted for separately as enterprise funds. Enterprise funds are operated on a self-supporting basis, meaning that each utility is required to cover the full costs of providing its service. The City's utilities are funded solely through their rates and related fees and charges and are not subsidized with general tax revenues. The utilities do not operate on a for-profit basis. As such, utility rates are calculated annually to bring each fund to a break-even point; however, variable factors, such as weather, usage, and number of customers may result in an unexpected and unanticipated operating surplus or deficit during any given year. If so, the surpluses or deficits are accounted for and remain within their respective utility fund.

**Discussion:**

Staff is making three recommendations for utility rates for FY'19:

1. A three year transition plan for UVA from the 1981 Water Agreement to City rates for water and sewer.
2. Changes to the Monthly Service Charge for water and sewer.
3. Proposed utility rates for water, sewer, natural gas, and stormwater.

Each of these recommendations is discussed in more detail below.

### 1. Three year transition plan for UVA from 1981 Water Agreement

The 1981 Water and Sewer Agreement between the City and UVA includes the Rivanna Water and Sewer Authority (RWSA) lease for the Observatory Water Treatment Plant and formulas for water and sewer rates UVA pays the City.

The 1981 Agreement is in the process of being replaced. RWSA is renegotiating the lease for Observatory Water Treatment Plant. The February 2018 agreement signed as part of Brandon Avenue discussions stated that all UVA facilities brought online or modified after 1/1/18 will pay full City rates. The February 2018 agreement also states UVA and the City will establish a plan for transitioning the water and wastewater rates charged to UVA, for University's buildings/ facilities constructed and occupied prior to 1/1/2018, to an updated rate structure supported by a professional water rate study. The City has completed the cost of service study.

The City has a proposed transition plan over the next three fiscal years from the 1981 Agreement to UVA paying City water and sewer rates. In the first fiscal year (starting July 1, 2018), the University will pay 25% of the difference between the 1981 Agreement and the City rates. In the second fiscal year (July 1, 2019), the University will pay 75% of the difference between the 1981 Agreement and the City rates. In the third fiscal year (July 1, 2020), the University will pay 100% of the City rate.

### 2. Proposed Changes to the Monthly Service Charge for Water and Sewer

For several decades, the City has assessed a monthly service charge for water, sewer, and natural gas to recoup the fixed costs of providing utility services such as customer service, billing, and meter services. The monthly service charge for water is currently \$4.00 per month per account. The monthly service charge for water last changed from \$1.25 to \$4.00 in 2004.

The proposed monthly service charge for water is changing in two ways:

- The dollar amount is increasing; and
- The charge will vary by the size of a customer's water meter.

The proposed monthly service charge reflects a change in how the water utility funds its operation and infrastructure. The proposed changes will not result in net additional revenue to the water utility; rather, the revenues collected from customers will shift from the usage rate portion of their bill to the monthly service charge portion.

The reasons for this change include the following:

- Improve revenue stability to ensure reliability of service. Like many utilities across the country, the City is using less water due to conservation efforts. While this is beneficial to the environment, the City is highly dependent on revenues generated by water consumption. The City's fixed costs for providing safe, reliable, and convenient water service (including infrastructure) continue to increase. Coupled together, these trends create financial challenges for utilities.
- Improve equity and distribution of costs. Before a customer uses the first drop of water, the City has several fixed costs to provide water service (customer service, billing, meter services, infrastructure). Some of these fixed costs are the same per customer (customer

service, billing) while others vary by the size of water meter (meter services, infrastructure).

- Modernize and follow industry best practices. As noted above, utilities across the country are working to reconcile the contradictory trends of declining revenues from lower water production and increasing fixed costs. Nationally, utilities are shifting their revenue structures to a higher proportion of fixed fees (some as high as 30%). With the proposed change, the City would be collecting about 11% from fixed fees.
- Customers will still be able to control the vast majority of their water bill through their usage. Customers currently have control of 84% of their bill based on their water usage. Under the proposed change, customers will have control over 81% of their bill based on the average customer’s monthly water usage.

For the residential water and wastewater customers (94% of all City water customers) the proposed increase totals \$2.00 per month (increasing from \$4.00 for water to \$5.00 for water and \$4.00 for wastewater to \$5.00 for wastewater). The proposed changes for all customers’ monthly service charges for water and wastewater are as follows:

**Combined Water and Sewer Monthly Service Charges**

Water Meter Size (in inches)	Current	Proposed	\$ Change	% Change
5/8 and 3/4 <sup>1</sup>	\$8.00	\$10.00	\$2.00	25%
1	\$8.00	\$25.00	\$17.00	213%
1 1/2	\$8.00	\$50.00	\$42.00	525%
2	\$8.00	\$80.00	\$72.00	900%
3	\$8.00	\$160.00	\$152.00	1900%
4	\$8.00	\$250.00	\$242.00	3025%
6	\$8.00	\$500.00	\$492.00	6150%
14	\$8.00	\$3,274.80	\$3,266.80	40835%

(1) Approximately 94% of City water customer have a 5/8 or 3/4 inch water meter.

**3. Proposed Utility Rates for FY'19**

The budgets for each of the utilities have been thoroughly examined for opportunities to minimize costs without sacrificing service. Based on the revenue requirements needed to operate and maintain each utility and the above recommendations, the City is proposing the following rates in the water, wastewater, and gas utility:

- \$55.95/1,000 cubic feet (cf) of water,
- \$78.57/1,000 cf of wastewater, and;
- \$72.96/8,000 cf of natural gas.

For the stormwater utility, there are no proposed changes to the current fees.

### *Impact on Average Customer*

Utility customers continue to conserve water and natural gas, which is both good for the environment and for their utility bill. The average residential water customer is using 400 cubic feet (cf) per month. Similarly, the average residential gas customer is using 4,600 cf. Based on these usage figures and the proposed utility rates, the average residential customer is projected to spend the following per month:

	Current (based on rates adopted 7/1/17)	Proposed (Effective 7/1/18)	\$ Change	% Change
Water	\$25.73	\$27.38	\$1.65	6.42%
Sewer	\$33.93	\$36.43	\$2.50	7.36%
Natural Gas	\$47.28	\$47.81	\$0.52	1.11%
<b>TOTAL</b>	<b>\$106.95</b>	<b>\$111.62</b>	<b>\$4.67</b>	<b>4.37%</b>

For City residential customers who receive water, wastewater, and natural gas (approximately 87% of City residents), their total utility bill is projected to rise by \$4.67 per month, or 4.37%. For residential customers who receive just water and wastewater service, their utility bill will increase by \$4.15 per month, or 6.96%.

The proposed rate report can be found at [www.charlottesville.org](http://www.charlottesville.org)

### *Administrative Change to Utilities Ordinance*

In addition, an amendment is proposed to Section 31-3, changing the designation to the Director of Utilities rather than the Director of Public Works, for review of waiver requests to allow structures within the 10-foot setback from water, storm or sanitary sewer lines. The current code language does not take into account that Utilities is now its own department.

### **Alignment with City Council's Vision and Strategic Plan:**

City Utilities operations supports City Council's "A Green City" vision. It contributes to Objective 3.2 of the Strategic Plan, to provide reliable and high quality infrastructure and Objective 3.4, be responsible stewards of natural resources.

### **Community Engagement:**

The public hearing is being held at the Council meeting, June 4, 2018, to establish the rates for City utility services (water, sanitary sewer and natural gas). These rates would be effective July 1, 2018, if approved by Council June 18, 2018. The notice for the public hearing was advertised in the newspaper May 21, 2018 and May 28, 2018.

### **Budgetary Impact:**

The approval of the utility rates has no impact of the General Fund. The Utility Funds (water,

wastewater, and natural gas) are self-sustaining enterprise funds that are supported by the revenues from customers' usages.

**Recommendation:**

Staff recommends approval of the proposed rates.

**Alternatives:**

Maintaining existing rates for water and wastewater would result in a loss within the Water and Wastewater Funds. Keeping FY2018 gas rates will also result in a loss within the gas utility. This would deplete available fund balances for water, wastewater and natural gas, which would violate the City's long term financial policies by not meet the working capital requirements. If the utilities are not self-sustaining, the funds would either require subsidies from other City funds to maintain levels-of-service or reduced reliability and performance of the utility systems.

**Attachments:**

Ordinance  
At a Glance  
Utilities Operations Overview

**AN ORDINANCE  
 AMENDING AND REORDAINING CHAPTER 31 (UTILITIES) OF THE CODE  
 OF THE CITY OF CHARLOTTESVILLE, 1990, AS AMENDED,  
 TO ESTABLISH NEW UTILITY RATES AND SERVICE FEES  
 FOR CITY GAS, WATER AND SANITARY SEWER.**

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia, that:

**1. Sections 31-56, 31-57, 31-60, 31-61, 31-62, 31-153, 31-156 and 31-158 of Chapter 31, of the Code of the City of Charlottesville, 1990, as amended, are hereby amended and reordained as follows:**

**CHAPTER 31. UTILITIES**

**ARTICLE II. GAS**

**DIVISION 2. TYPES OF SERVICE; SERVICE CHARGES**

**Sec. 31-56. Rates - Generally.**

The firm service gas rates based on monthly meter readings shall be as follows:

Basic Monthly Service Charge	\$ 10.00	
First 3,000 cubic feet, per 1,000 cubic feet	<del>\$8.2781</del>	<u>\$8.3944</u>
Next 3,000 cubic feet, per 1,000 cubic feet	<del>\$7.7814</del>	<u>\$7.8907</u>
Next 144,000 cubic feet, per 1,000 cubic feet	<del>\$6.9536</del>	<u>\$7.0513</u>
All over 150,000 cubic feet, per 1,000 cubic feet	<del>\$6.7880</del>	<u>\$6.8834</u>

**Sec. 31-57. Same--~~Summer~~ air conditioning.**

(a) Gas service at the rate specified in this paragraph (“air conditioning rate”) shall be available to customers who request such service in writing and who have installed and use air conditioning equipment operated by natural gas as the principal source of energy. The air conditioning rate will be ~~\$7.3171~~ \$7.3471 per one thousand (1,000) cubic feet of gas used per month.

(b) The director of finance may, when it is impracticable to install a separate meter for air conditioning equipment, permit the use of one (1) meter for all gas delivered to the customer, in which instance the director of finance shall estimate the amount of gas for uses other than air conditioning and shall bill for such gas at the rates provided in applicable sections of this division.

...

**Sec. 31-60. Interruptible sales service (IS).**

(a) *Conditions. . . .*

(b) *Customer's agreement as to discontinuance of service. . . .*

(c) *Basic monthly service charge.* The basic monthly charge per meter for interruptible sales service ("IS gas") shall be sixty dollars (\$60.00).

(d) *Rate.* For all gas consumed by interruptible customers the rate shall be ~~\$5.8319~~ \$6.1065 per one thousand (1,000) cubic feet for the first six hundred thousand (600,000) cubic feet, and ~~\$4.5763~~ \$5.1210 per one thousand (1,000) cubic feet for all volumes over six hundred thousand (600,000) cubic feet.

(e) *Annual Minimum Quantity.* Interruptible rate customers shall be obligated to take or pay for a minimum quantity of one million two hundred thousand (1,200,000) cubic feet of gas annually. Each year, as of June 30, the director of finance shall calculate the total consumption of each interruptible customer for the preceding twelve (12) monthly billing periods, and shall bill any customer that has consumed less than the minimum quantity for the deficient amount at the rate of ~~\$4.5763~~ \$6.1065 per one thousand (1,000) cubic feet. Any new customer shall be required to enter into a service agreement with the City prior to the start of service. If an interruptible customer terminates service the annual minimum requirement shall be prorated on the basis of one hundred thousand (100,000) cubic feet per month for each month the customer has received service since the last June 30 adjustment.

(f) *Contract required. . . .*

### **Section 31-61. Interruptible Transportation Service (TS).**

(a) *Generally. . . .*

(b) *Rates.* The rates for interruptible transportation service ("TS gas") shall be as follows:

~~(1) \$3.6347 per decatherm for a combined IS and TS customer, and~~

~~(2) (1) \$3.2827~~ \$3.4853 per decatherm for a customer receiving only TS gas, and

~~(3) (2) \$1.9569~~ \$2.0379 per decatherm, for customers who transport 35,000 or more decatherms per month ("large volume transportation customers"), regardless of whether such large volume transportation customer receives only TS gas, or also receives IS service.

(c) *Basic Monthly Service Charges. . . .*

(d) *Special terms and conditions. . . .*

- (e) *Extension of facilities. . . .*
- (f) *Billing month. . . .*
- (g) *Lost and unaccounted-for gas. . . .*
- (h) *Combined IS and TS customer using more than provided or scheduled by customer....*
- (i) *TS Customer providing more gas, or less gas, than customer's usage. ...*
- (j) *Other terms and conditions. . . .*

**Section 31-62. Purchased gas adjustment.**

In computing gas customer billings, the basic rate charges established under sections 31-56, 31-57, 31-60 and 31-61 shall be adjusted to reflect increases and decreases in the cost of gas supplied to the city. Such increases or decreases shall be computed as follows:

(1) For the purpose of computations herein, the costs and charges for determining the base unit costs of gas are:

- a. Pipeline tariffs;
- b. Contract quantities; and
- c. Costs of natural gas, in effect or proposed as of March 1, ~~2016~~ 2017.

(2) Such base unit costs are ~~\$4.412~~ \$4.4128 per one thousand (1,000) cubic feet for firm gas service and ~~\$3.1235~~ \$ 2.7710 per one thousand (1,000) cubic feet for interruptible gas service.

(3) In the event of any changes in pipeline tariffs, contract quantities or costs of scheduled natural gas, the unit costs shall be recomputed on the basis of such change in accordance with procedures approved by the city manager. The difference between the unit costs so computed and the base unit costs shall represent the purchased gas adjustment to be applied to all customer bills issued beginning the first billing month after each such change.

**ARTICLE IV. WATER AND SEWER SERVICE CHARGES**

...

**Sec. 31-153. Water rates generally.**

(a) Water rates shall be as follows:

	<u>May-September</u>	<u>October-April</u>
(1) Monthly service charge.	\$4.00—	\$4.00



Meter Size (inches)	Fee
5/8	\$ 5.00
3/4	5.00
1	12.50
1 1/2	25.00
2	40.00
3	80.00
4	125.00
6	250.00
14	1,637.50

May-September

October-April

(2) Metered water consumption, per 1,000 cu. ft . ~~\$62.78~~ \$64.66      ~~\$48.29~~ \$49.74

(b) This section shall not apply to special contracts for the consumption of water which have been authorized by the city council.

...

**Sec. 31-156. Sewer service charges generally.**

(a) Any person having a connection directly or indirectly, to the city sewer system shall pay therefor a monthly charge as follows:

(1) ~~A basic monthly service charge of four dollars (\$4.00).~~  
Monthly service charge

Meter Size (inches)	Fee
5/8	\$ 5.00
3/4	5.00
1	12.50
1 1/2	25.00
2	40.00
3	80.00
4	125.00
6	250.00
14	1,637.50

(2) ~~An additional charge of seventy four dollars and eighty three cents (\$74.83)~~  
seventy eight dollars and fifty seven cents (\$78.57) per one thousand (1,000) cubic feet, of metered water consumption.

(b) Any water customer not discharging the entire volume of water used into the city's sanitary sewer system shall be allowed a reduction in the charges imposed under this section,

provided such person installs, at his expense, a separate, City-approved water connection to record water which will not reach the City sewer system. The cost and other terms of City Code section 31-102 shall apply. For customers with monthly water consumption in excess of thirty thousand (30,000) cubic feet, where the director of finance considers the installation of a separate meter to be impracticable, the director may establish a formula which will be calculated to require such person to pay the sewer charge only on that part of the water used by such person which ultimately reaches the city sewers.

**Sec. 31-3. Construction of buildings near mains.**

(a) Buildings shall not be constructed within ten (10) feet of any storm or sanitary sewer, water or gas main. For purposes of this section, "main" shall include all structures that are an integral part of the utility system, such as box culverts and manholes.

(b) The director of ~~public works~~ utilities may grant written waivers of the restriction imposed by this section with respect to water, storm or sanitary sewer mains, upon a finding that the plans for a proposed building provide adequate safety measures to protect the main during and after construction and adequate access for the city's maintenance, repair or replacement of the main. When such a written waiver is granted, the director of ~~public works~~ utilities may require that the private property owner enter into a recordable agreement promising to maintain that portion of the utility main under the owner's building or within the ten-foot setback.

**2. The foregoing amendments shall become effective July 1, 20178.**

# At A Glance City of Charlottesville Utility Rate Report



The following material provides a brief summary of the rate and fee recommendations for water, wastewater, and natural gas for FY2019. All rates will go into effect July 1, 2018. For a thorough explanation and details of the recommendations please consult the complete Proposed Utility Rate Report FY2019.

The table below illustrates the impact on an average City residential customer using 400 cubic feet (cf) of water and wastewater and 4,600 cf of gas per month based on utility rates and charges adopted July 1, 2017 and proposed rates and charges.

	<b>Current</b> Based on rates adopted 7/1/17	<b>Proposed</b> Effective 7/1/18	<b>Change</b>	<b>Percent</b>
<b>Water</b>	<b>\$25.73</b>	<b>\$27.38</b>	<b>\$ 1.65</b>	<b>6.42%</b>
<b>Wastewater</b>	<b>\$33.93</b>	<b>\$36.43</b>	<b>\$2.50</b>	<b>7.36%</b>
<b>Gas</b>	<b>\$47.28</b>	<b>\$47.81</b>	<b>\$0.52</b>	<b>1.11%</b>
<b>Total</b>	<b>\$106.95</b>	<b>\$111.62</b>	<b>\$4.67</b>	<b>4.37%</b>

Specific changes to each utility's rate are discussed in this report.

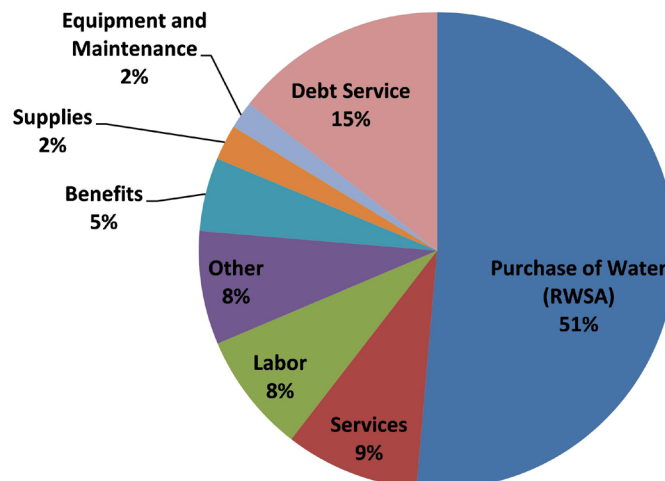
## Water Rates

### Revenue Requirements to operate and maintain the City's Water System

The chart below depicts the expenses that impact the water rate.

### Factors Influencing Water Rates and Charges

*FY'19 Budget = \$11,749,327*



## Usage Rate

Water rates are proposed to increase by \$1.63 per 1,000 cf based on the amount of water used which is a 3% increase.



## Monthly Service Charge

The monthly service charge for water is currently \$4.00 per month per account. For several decades, the City has assessed a monthly service charge for water, sewer, and natural gas to recoup the fixed costs of providing utility services such as customer service, billing, and meter services. The monthly service charge for water last changed from \$1.25 to \$4.00 in 2004.

**The proposed monthly service charge for water is changing in two ways:**

- **The dollar amount is increasing.**
- **The charge will vary by the size of a customer's water meter.**

For the residential water customers (94% of all City water customers) the proposed change is \$1.00 per month (increasing from \$4.00 to \$5.00). The proposed monthly service charges for water are as follows:

Water Meter Size (in inches)	Current	Proposed	\$ Change	% Change
5/8 and 3/4 <sup>1</sup>	\$ 4.00	\$ 5.00	\$ 1.00	25 %
1	\$ 4.00	\$ 12.50	\$ 8.50	213 %
1 1/2	\$ 4.00	\$ 25.00	\$ 21.00	525 %
2	\$ 4.00	\$ 40.00	\$ 36.00	900 %
3	\$ 4.00	\$ 80.00	\$ 76.00	1,900 %
4	\$ 4.00	\$ 125.00	\$ 121.00	3,025 %
6	\$ 4.00	\$ 250.00	\$ 246.00	6,150 %
14	\$ 4.00	\$ 1, 637.40	\$ 1,633.40	40,835%

**(<sup>1</sup>) Approximately 94% of City water customers have a 5/8 or 3/4 inch water meter.**

The proposed monthly service charge reflects a change in how the water utility funds its operation and infrastructure. The proposed changes will not result in net additional revenue to the water utility. The revenues collected from customers will shift from the usage rate portion of their bill to the monthly service charge portion.

The reasons for the change include the following:

**Improve revenue stability to ensure reliability of service.** Like many utilities across the country, the City is using less water due to conservation efforts. While this is beneficial to the environment, the City is highly dependent on revenues generated by water consumption. The City's fixed costs for providing safe, reliable, and convenient water service (including infrastructure) continue to increase. Coupled together, these trends create financial challenges for utilities.

**Improve equity and distribution of costs.** Before a customer uses the first drop of water, the City has several fixed costs to provide water service (customer service, billing, meter services, infrastructure). Some of these fixed costs are the same per customer (customer service, billing) while others vary by the size of the water meter (meter services, infrastructure).

**Modernize and follow industry best practices.** As noted above, utilities across the country are working to reconcile the contradictory trends of declining revenues from lower water production and increasing fixed costs. Nationally, utilities are shifting their revenue structures to a higher proportion of fixed fees (some as high as 30%). With the proposed change, the City would be collecting about 11% from fixed fees.

**Customers will still be able to control the vast majority of their water bill through their usage.** Customers currently have control of 84% of their bill based on their water usage. Under the proposed change, customers will have control over 81% of their bill based on the average customer’s monthly water usage.

The table below shows the monthly change for the number of water customers with different meter sizes.

Water Meter Size (in inches)	# Customers	\$ Change/month
5/8 and 3/4	13,514	\$ 1.00
1	273	\$ 8.50
1 1/2	232	\$ 21.00
2	235	\$ 36.00
3	39	\$ 76.00
4	15	\$ 121.00
6	1	\$ 246.00
14	1	\$ 1,633.40
<b>Total</b>	<b>14,310</b>	

### Impact on the Customer

In addition to a change to the usage rate and monthly service charge, the impact on a customer’s bill will depend on how much water is consumed. The average single-family household uses 400 cf/month (2,992 gallons/month; approximately 100 gallons/day). To the extent an individual customer’s usage differs from the average will determine the impact of the proposed rate on their bill. The table below shows the monthly impact on water customers at different amounts of usage.

	Water Used/Month (cf)	Current Composite Water Rate/1,000 cf	Current Water Usage Charge/month	Proposed Composite Water Rate/1,000 cf	Proposed Water Usage Charge/month	\$ Change	% Change
<b>Minimal User</b> (10 <sup>th</sup> Percentile)	140	\$54.32	\$7.60	\$55.95	\$7.83	\$0.23	3.00%
<b>Small User</b> (25 <sup>th</sup> Percentile)	250	\$54.32	\$13.58	\$55.95	\$13.99	\$0.41	3.00%
<b>Median User</b> (50 <sup>th</sup> Percentile)	400	\$54.32	\$21.73	\$55.95	\$22.38	\$0.65	3.00%
<b>Large User</b> (75 <sup>th</sup> Percentile)	610	\$54.32	\$33.14	\$55.95	\$34.13	\$0.99	3.00%
<b>High Volume User</b> (90 <sup>th</sup> Percentile)	880	\$54.32	\$47.80	\$55.95	\$49.24	\$1.43	3.00%

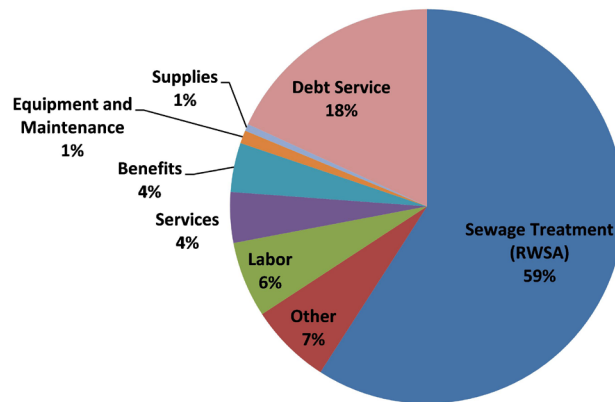
# Wastewater Rates

## Revenue Requirements to operate and maintain the City's Wastewater System

The chart below depicts the expenses that impact the wastewater rate

### Factors Influencing Wastewater Rates and Charges

FY'19 Budget = \$15,040,187



### Usage Rate

Wastewater usage rates are proposed to increase by \$3.74 per 1,000 cf based on the amount of water used which is a 5.0% increase.

### Monthly Service Charge

Similar to the monthly service charge for water, the monthly service charge for wastewater is currently \$4.00 per month per account. Also like the monthly service charge for water, the monthly service charge for wastewater last changed from \$1.25 to \$4.00 in 2004.

The proposed changes to the monthly service charge for wastewater are similar in scope and rationale as the changes in the monthly service charge for water:

- The dollar amount is increasing.
- The charge will vary by the size of a customer's water meter.

For the residential wastewater customers (94% of all City wastewater customers) the proposed change is \$1.00 per month (increasing from \$4.00 to \$5.00). The proposed monthly service charges for wastewater are as follows:

Water Meter Size (in inches)	Current	Proposed	\$ Change	% Change
5/8 and 3/4 <sup>1</sup>	\$ 4.00	\$ 5.00	\$ 1.00	25 %
1	\$ 4.00	\$ 12.50	\$ 8.50	213 %
1 1/2	\$ 4.00	\$ 25.00	\$ 21.00	525 %
2	\$ 4.00	\$ 40.00	\$ 36.00	900 %
3	\$ 4.00	\$ 80.00	\$ 76.00	1,900 %
4	\$ 4.00	\$ 125.00	\$ 121.00	3,025 %
6	\$ 4.00	\$ 250.00	\$ 246.00	6,150 %
14	\$ 4.00	\$ 1,637.40	\$ 1,633.40	40,835%

(<sup>1</sup>) Approximately 94% of City wastewater customer have a 5/8 or 3/4 inch water meter.

The table below shows the monthly change for the number of wastewater customers with different meter sizes.

Water Meter Size (in inches)	# Customers	\$ Change/month
5/8 and 3/4	13,392	\$ 1.00
1	264	\$ 8.50
1 1/2	224	\$ 21.00
2	231	\$ 36.00
3	36	\$ 76.00
4	12	\$ 121.00
6	1	\$ 246.00
14	1	\$ 1,633.40
<b>TOTAL</b>	<b>14,161</b>	

### Impact on the Customer

In addition to a change to the usage rate and monthly service charge, the impact on a customer's bill will depend on how much water is consumed. The average single-family household uses 400 cf/month (2,992 gallons/month; approximately 100 gallons/day). To the extent an individual customer's usage differs from the average will determine the impact of the proposed rate on their bill. The table below shows the monthly impact on wastewater customers at different amounts of usage.

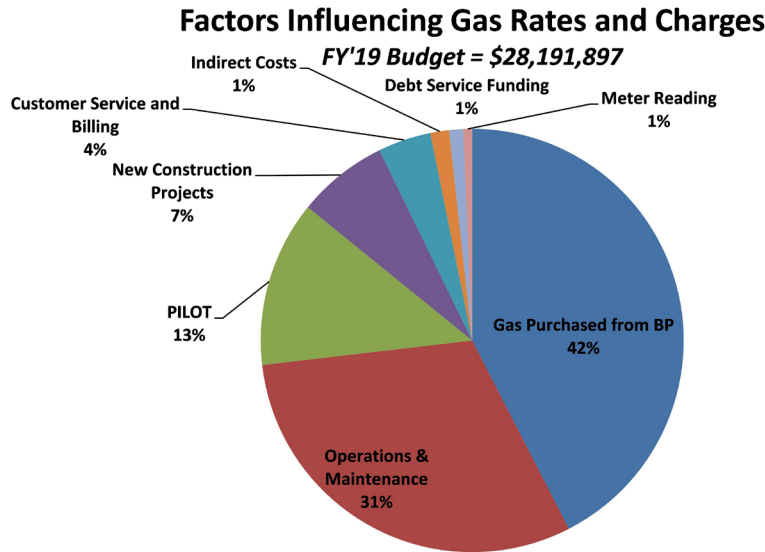


	Water Used/Month (cf)	Current Wastewater Rate/1,000 cf	Current Wastewater Usage	Proposed Wastewater Rate/1,000 cf	Proposed Wastewater Usage	\$ Change	% Change
<b>Minimal User</b> (10 <sup>th</sup> Percentile)	140	\$74.83	\$10.48	\$78.57	\$11.00	\$0.52	5.00%
<b>Small User</b> (25 <sup>th</sup> Percentile)	250	\$74.83	\$18.71	\$78.57	\$19.64	\$0.93	5.00%
<b>Median User</b> (50 <sup>th</sup> Percentile)	400	\$74.83	\$29.93	\$78.57	\$31.43	\$1.50	5.00%
<b>Large User</b> (75 <sup>th</sup> Percentile)	610	\$74.83	\$45.65	\$78.57	\$47.93	\$2.28	5.00%
<b>High Volume User</b> (90 <sup>th</sup> Percentile)	880	\$74.83	\$65.85	\$78.57	\$69.14	\$3.29	5.00%

# Gas Rates

## Revenue Requirements to operate and maintain the City's Natural Gas System

The chart below depicts the expenses that impact the gas rate.



### Usage Rate

Gas usage rates are proposed to increase by an average of 1.40% for firm customers. **Note: There is no change to the monthly service charge for gas.**



### Impact on the Customer

In addition to a change to the usage rate, the impact on a customer's bill will depend on how much gas is consumed. The average single-family household is a firm gas customer that uses 4,600 cf of gas monthly. To the extent an individual customer is a firm or interruptible customer and their usage differs from the average will determine the impact of the proposed rate on their bill. The table below shows the monthly impact on different types of gas customers at different amounts of usage.

<i>Firm Customers</i>	Gas Used/Month (cf)	Current Montly Gas Bill (based on rates adopted 7/1/17) <sup>1</sup>	Proposed Montly Gas Bill <sup>1</sup>	\$ Change	% Change
Minimal User	4,000	\$42.62	\$43.07	\$0.45	1.06%
Average User	4,600	\$47.28	\$47.81	\$0.52	1.11%
Large User	20,000	\$155.53	\$157.57	\$2.04	1.31%
High Volume User	60,000	\$433.67	\$439.63	\$5.96	1.37%

<i>Interruptible Customers</i>	Gas Used/Month (cf)	Current Montly Gas Bill (based on rates adopted 7/1/17) <sup>1</sup>	Proposed Montly Gas Bill <sup>1</sup>	\$ Change	% Change
	100,000	\$643.19	\$670.65	\$27.46	4.27%
	1,000,000	\$5,389.66	\$5,772.30	\$382.64	7.10%
	2,000,000	\$9,965.96	\$10,893.30	\$927.34	9.31%
	4,000,000	\$19,118.56	\$21,135.30	\$2,016.74	10.55%

(<sup>1</sup>) Include monthly service charges.



# Utilities Operations Overview



*The Charlottesville Department of Utilities provides the Charlottesville community with safe and reliable natural gas, drinking water, wastewater and stormwater services at a reasonable cost in an environmentally responsible manner.*

## Water Distribution System



The City's water distribution system contains over 1,100 fire hydrants, 3,400 water valves and 183 miles of water main line ranging in size from 2 inch to 18 inch in diameter.

### Water Distribution System Improvements

A Water Prioritization Study was completed in 2009, which identified 48 projects totaling \$7 million to be completed. Since 2009, additional projects were identified and added to the list and work has been completed on 65 water projects.

These projects aim to improve fire protection, reduce main breaks, improve overall water quality and address the undersized lines. Total length of pipe replaced to date for water projects is approximately 12.6 miles (66,632 linear feet) averaging about two miles (10,000 linear feet) per year. This work is continuing in FY2019.

Additional projects include the following:

1. Rugby Road Water Meter Replacements/ Gentry Lane Water Main Installation
2. Emmet Street/ Ivy Road Water Main Replacement
3. High Street Water Main Replacement
4. West Main Street Water Main Replacement

Most of the City's service lines (the lines from the mains to the water meters) are galvanized steel and were installed during residential construction. The City is continuing its service line replacement program as part of the upgrading and replacement of water mains.



To date, over six miles (32,000 linear feet) of water service lines have been replaced.

### System Improvements to Prevent Water Loss

Replacing water distribution mains and service lines is an important component in water loss prevention and conservation. Aging pipes are a primary cause of lost water in a system. The City has also performed annual system wide leak detection surveys. With over 180 miles of water lines, 124 leaks were found during the

FY2017 through various methods, and 17 of those water leaks were found and fixed during the annual leak audit in FY2017 (Fall 2016). Leak audit surveys were completed in 13 of the past 15 years and will continue annually.

The American Water Works Association (AWWA) recommends that all water utility owners perform a water audit every year. This audit is intended to identify sources of non-revenue water and to focus efforts in reducing those water losses. In FY2014 - FY2017, water loss was quantified by more accurate calculations of loss from water leaks, unmetered/unbilled water usage, and water meter error.



Based on the water audit recommendations, a water meter calibration and replacement project was implemented starting in FY2014. In 2018, the meter replacement program expanded to include all meters 1.5-inch and above. The meter replacement project replaced 59 large water meters in 2017 and over 150 since the project's inception. The success of the program has led to increased momentum into FY2019 with approximately 80 meters projected to be replaced in FY2019. Because

conventional water meters less accurately measure low flow rates, starting in 2017 highly-sensitive "low-flow" ultrasonic meters are being installed in all applications.

## Wastewater



Charlottesville's sanitary sewer system extends to most areas of the City and consists of about 171 miles of pipe and 5,700 manholes.

In 2009, Utilities awarded a multi-year, multi-million dollar contract utilizing a "find-and-fix" approach for sewer repair and rehabilitation. The work encompasses the rehabilitation of sewer manholes and sewer lines. In addition, crews have been performing CCTV (closed circuit televising) and smoke testing throughout the City system. Any deficient pipes or structures are immediately added to the list for rehabilitation/replacement under the same contract.

"Find-and-Fix" rehabilitation projects are unique construction projects. The exact work is not known at the time of bidding, so all potential work items must be included in the bid form (bid form includes over 200 bid items). The Contractor performs the evaluation work during construction (primarily TV inspections), submits the evaluation to the Engineer for



review, and the Engineer then decides on the final rehab work within seven days. The work is fast-paced and allows for emergency situations to be addressed within 48 hours. The City estimates savings of over \$2 million following this find-and-fix approach. A paper highlighting the City's effort was presented by City staff at the 2018 WEF Collections System Conference.

To date, 41.2 miles or 217,302 linear feet of sewer lines have been replaced or rehabilitated.

## Stormwater

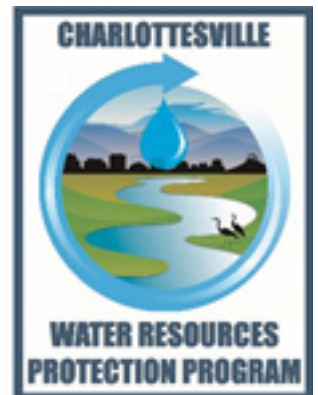


Charlottesville's stormwater conveyance system is integrated throughout the City's municipal boundary and consists of approximately 130 miles of pipe and approximately 8,250 structures.

Approximately 33% of the stormwater pipes and 28% of the stormwater structures located within the municipal boundary are City owned. Approximately 13 miles of the stormwater conveyance system carry streams that have been piped.

The Stormwater Utility is the dedicated funding source for the City's Water Resources Protection Program (WRPP). The WRPP is designed to rehabilitate the City's aging stormwater conveyance system, comply with federal and state stormwater regulations, address drainage problems, and pursue environmental stewardship.

The proposed stormwater utility rate for FY2019 remains unchanged at \$1.20/month per billing unit. Each billing unit represents 500 square feet of impervious area or fraction thereof on a property. Stormwater utility fees are billed twice a year to property owners and are received concurrently with real estate tax bills.



Utilities have had an active Stormwater Conveyance System Rehabilitation Program since 2010. The City has integrated the sanitary and storm sewer rehab into a single "find-and-fix" construction project with the same contractor completing the work. The work encompasses the rehabilitation, replacement, and repair of pipes and associated structures. In addition, non-routine repairs are completed in a timely manner as they arise, often in response to subsidence in City streets and sidewalks.

To date, approximately 10 miles of pipe and 250 structures have been rehabilitated.

The City-wide Water Resources Master Plan, completed in 2017, is a drainage improvement and a water quality capital improvement plan (CIP) that ranks and prioritizes projects in reference to available funding. Projects included in the drainage CIP address a combination of historic and recent drainage issues. Projects in the water quality CIP focus on stormwater management retrofits. Work has been initiated on four of the highest ranking water quality improvement projects and seven of the highest ranking drainage improvement projects.





# Gas System



Charlottesville Gas has provided residents of Charlottesville and urban areas of Albemarle County with safe, efficient, reliable, and economical service for over 150 years. Charlottesville Gas has approximately 21,000 customers and maintains 330 miles of gas lines and 270 miles of gas service lines.

Charlottesville Gas employees are required by federal safety regulations to satisfactorily pass tests in order to document that employees are trained and qualified to complete a task on a gas facility to protect life and property. A typical Gas employee has to pass over 40 tests. Charlottesville Gas is the only municipality in Virginia participating in the State Corporation Commission (SCC) Enhanced Operator Qualification program with the other investor owned gas utilities. The SCC Enhanced Operator Qualification program provides a more rigorous process for testing Gas employees throughout the state. So far, nine tests have been completed by Gas employees with a 100% pass rate.

Utilities have been working with IT to develop different applications to track new gas installations and remediate gas system Abnormal Operating Conditions (AOC's). Using the Utility Viewer and tablets, Gas staff is able to track and document the location, materials and procedures of any gas installation. It also allows the Leak Survey Technicians and Service Crews to recognize AOC's in the field and immediately update the Viewer via a tablet. The AOC's are flagged in the Utility Viewer and repaired in order of importance.

In March of 2018, the State Corporation Commission (SCC) performed a meticulous and thorough audit on our Public Awareness Program in accordance with federal regulations. The SCC inspectors did not note any findings which is uncommon in Virginia. The Deputy Director of SCC was so impressed with our program that he invited the City of Charlottesville to headline the presentation "A Path to a Successful Public Awareness Program" at the 2018 SCC Damage Prevention Conference.

Charlottesville Gas received first place in the 3CMA 2017 Savvy Awards Category - Special Events-One Time Event for Flicker the Flame's 10<sup>th</sup> Birthday Party. Charlottesville Gas also received a 2<sup>nd</sup> place Savvy Award in the Marketing and Tools Category - Best Use of a Promotional Item for the Flicker the Flame Plush Toy.



There has been a 36% reduction in gas line damage caused by third party excavators in the last three years. This is due to the implementation of the outreach

program "Dig with Care" and outsourcing the gas line location operation. The program includes a series of "Marty's Minute" radio spots, annual VA811 Day celebrations, excavation safety training workshops, distributing VA811 kits to local contractors, and outsourcing the utility location process to improve its accuracy. Charlottesville Gas' mascot, Flicker the Flame, also contributed to spreading awareness about safe digging and calling VA811.





# Charlottesville Water Conservation Program 2017 Highlights



The Charlottesville Water Conservation Program educates and provides resources promoting water efficiency and conservation. The program utilizes rebates, incentives, community events, marketing, and other means to reach the Charlottesville community.

## Fix a Leak Family 5k: March 2017



- Campaign to encourage the community to find and fix leaks in their home
- 144 registered racers including 25 youth
- Promoted Facebook event post reached 5,558 people

## Imagine a Day without Water Art Contest: Fall 2017



- Campaign to encourage kids to think about “Why Does Every Drop Count?”
- Joint campaign with RWSA and ACSA
- 638 art submissions from Charlottesville area
- 581 online votes helped select the Fan Favorite

## 2017 WaterSense Partner of the Year



- City of Charlottesville was honored with a WaterSense Partner of the Year Award in October 2017 for water conservation activities and actions
- 3rd consecutive Partner of the Year Award received by Charlottesville

# 2017 Drought

- First drought in almost 10 years triggering drought restric. ons in Charlottesville



- Messaging developed and distributed jointly with ACSA & RWSA through various media outlets
- Car magnets with water restriction notification placed on City vehicles
- Notification yard signs installed on City owned properties

## 2017 by the Numbers

- **13** public engagement events
- **50** new Facebook likes
- **135** new Twitter followers
- Over **400,000** impressions from Facebook & Twitter
- **740** rain barrel rebates have been issued to City residents since the start of the program in 2009; **18** of which were issued in fiscal year 2017
- **210** WaterSense toilet rebates issued in 2017 (estimated to save City residents **60** million gallons of water)
- **527** million gallons of water saved from the toilet rebate program since the program started in 2002
- **1,534** WaterSense labeled faucet aerators distributed in the community
- **601** WaterSense labeled showerheads distributed in the community
- Between fiscal year 2009 and 2017, the average single family has reduced their water usage by **263** cubic feet per month (**1,967** gallons per month)



@CvilleWaterConservation



@CvillePW

[www.charlottesville.org/waterconservation](http://www.charlottesville.org/waterconservation)

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



Agenda Date:	June 18, 2018
Action Required:	Public Hearing & Approval of Ordinance
Presenter:	Brian Daly, Dept. of Parks and Recreation
Staff Contacts:	Chris Gensic, Dept. of Parks and Recreation
<b>Title:</b>	<b>CenturyLink Easement – Sugar Hollow Reservoir</b>

**Background:**

The City, as the owner of the Sugar Hollow Reservoir property at 6797 Sugar Hollow Road, has been requested to approve an easement to Century Link to allow installation of utilities for improved fiber optic service to the dam control station at the Sugar Hollow Dam.

**Discussion:**

The intent of this easement is to place 3 telephone poles on the southwest side of Sugar Hollow Road for placement of approximately 275 feet of aerial fiber optic cable to serve the Reservoir with Ethernet internet services. This Ethernet service will allow the Rivanna Water and Sewer Authority (RWSA) to better control the capacity and spillage, among other critical monitoring that is not achievable with today's current T1 solution provided by CenturyLink

Century Link is hoping to be able to set the poles in areas with little to no rock within the proposed easement, but there are chances they will have to drill thru rock to set the 2-3 poles. Century Link previously attempted to bury cable within the VDOT prescriptive easement, but was unsuccessful. With this easement, Century Link can attempt to place the poles farther from the prescriptive easement. Currently, a pole at the dam next to the parking area exists with CenturyLink and Dominion services currently attached. This pole will remain and have the fiber optic attached. The line will then travel buried into the RWSA room within the dam. The proposed path of aerial cable is approximately 10 feet from the edge of pavement, and is not the same pole line that Dominion Energy operates to serve customers in this area.

Charlottesville Parks and Recreation and RWSA staff have reviewed the proposed easement and survey and have no concerns with providing the easement.

**Alignment with City Council's Vision and Strategic Plan:**

The project supports City Council's Green City Vision and Goal 2 of the Strategic Plan for a Healthy and Safe Community.

**Community Engagement:**

There has not been direct community engagement about this proposal.

**Budgetary Impact:**

Approval of the easement will not have any budget impact to the City or RWSA.

**Recommendation:**

Staff recommends approval of the easement to Century Link.

**Alternatives:**

If the easement is not approved, the fiber optic services to the dam will not be improved as requested by RWSA.

**Attachments:**

Request for Easement with Easement Agreement and Sketch  
Proposed Ordinance





CenturyLink™

Ricky Reed  
417 West Main Street  
Charlottesville, Va. 22903  
[Richard.A.Reed@CenturyLink.com](mailto:Richard.A.Reed@CenturyLink.com)  
Office: 434-971-2320 Cell: 434-409-2745

December 7, 2017

City of Charlottesville  
PO BOX 911  
Charlottesville, Va. 22902

Re: Communication System Easement – Parcel ID: 02500-00-00-00700

To whom it may concern,

The Rivanna Water and Sewer Authority have asked Centurylink to provide Ethernet service to their location at Sugar Hollow. In order to provide this service we must first obtain an easement from the City of Charlottesville in order to place the necessary facilities. Centurylink will need to place poles alongside Sugar Hollow Road to run aerial fiber required.

I have attached a copy of the easement documents for your review. Please return the signed easement back to me at the address listed below.

This project is high priority; your prompt response will be greatly appreciated.

Kind regards,

**Ricky Reed**

Network Real Estate for CENTURYLINK  
417 W Main Street  
Charlottesville, Va. 22903  
**434-409-2745**  
[richard.a.reed@centurylink.com](mailto:richard.a.reed@centurylink.com)

**After recording please return to:**

Ricky Reed/CenturyLink  
417 W. Main St., Charlottesville, VA 22903

**Prepared by:**

Ricky Reed/CenturyLink  
417 W. Main St., Charlottesville, VA 22903

**EASEMENT AGREEMENT**

**PARCEL ID: 02500-00-00-00700**

**CITY OF CHARLOTTESVILLE** whose address is PO BOX 911 Charlottesville, Va. 22902 (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **CENTRAL TELEPHONE COMPANY OF VIRGINIA, d/b/a CenturyLink**, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove *a communication system that Grantee from time to time may require, consisting of but not limited to cables, wires, surface location markers, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”)* over, under and across the following property located in the County of Albemarle, State of Virginia, which Grantor owns (“Easement Tract”):

PRN: 795271    SRN: 316152    ARN: 319773

SEE THE DESCRIPTION SET FORTH ON EXHIBIT A ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and
- (2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Notice to Landowner: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.



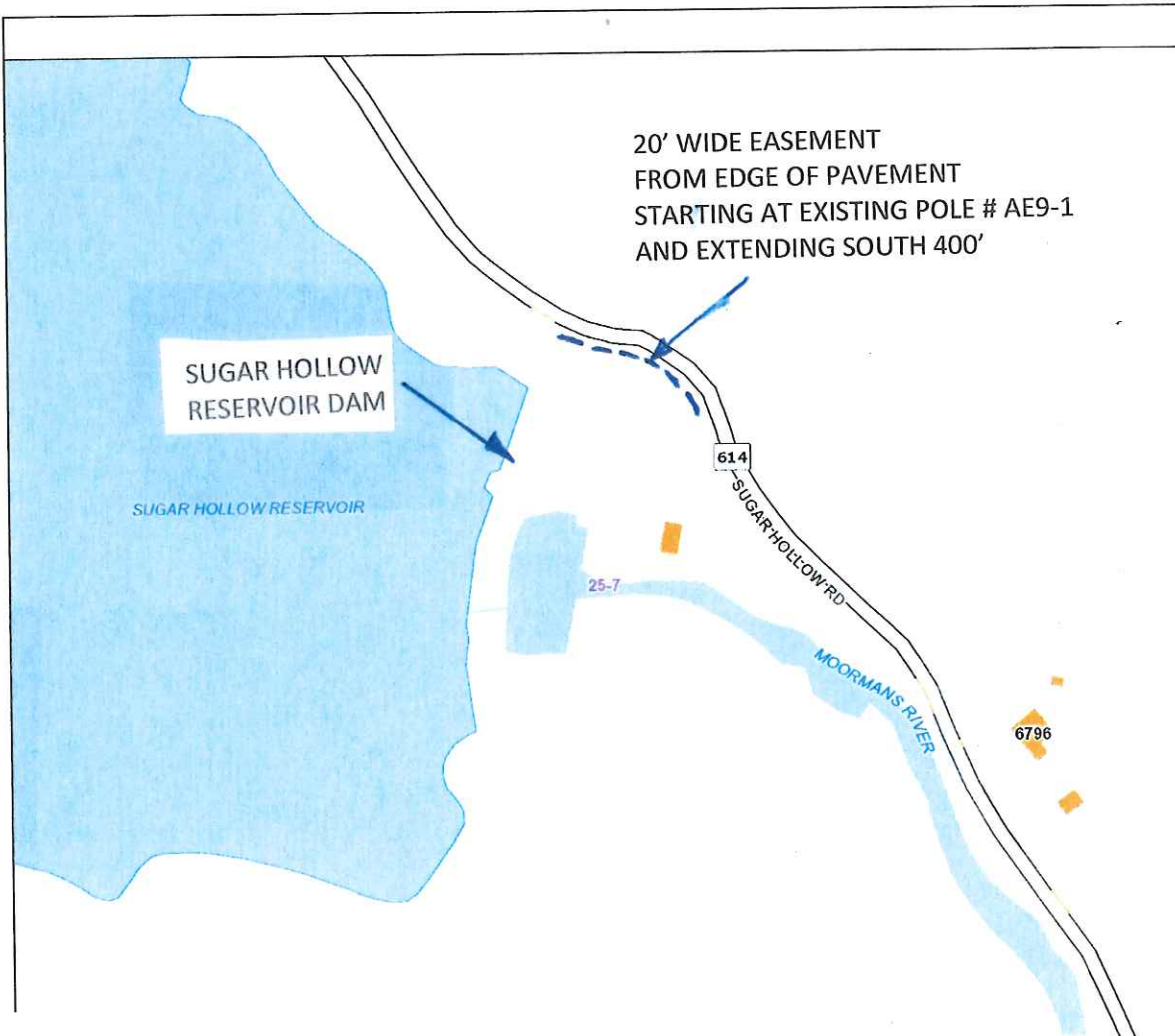
## **EXHIBIT A TO EASEMENT AGREEMENT**

### **Legal Description of Easement Tract**

The Easement Tract is a strip of land (20') wide being (10') on either side of the centerline of the aerial cable facilities as installed ("Centerline") As shown schematically on the attached sketch of easement tract. Where the Centerline of the Easement Tract intersects the perimeter boundary of the Property, the sidelines of the Easement Tract shall extend to the said perimeter boundary

**EXHIBIT A CONTINUED**

**Sketch or Drawing of Easement Tract**



**AN ORDINANCE  
AUTHORIZING THE CONVEYANCE OF AN EASEMENT  
TO CENTURYLINK TO PERMIT INSTALLATION OF THREE (3) UTILITY POLES  
ON CITY PROPERTY AT SUGAR HOLLOW RESERVOIR**

**WHEREAS**, Central Telephone Company of Virginia, d/b/a CenturyLink, has requested this Council to grant an easement across property owned by the City of Charlottesville in Albemarle County, known as the Sugar Hollow Reservoir (Albemarle Tax Map Parcel No. 02500-00-00-00700), as identified within an Easement Agreement and accompanying Plat submitted by CenturyLink, for the installation and maintenance of utility poles, lines and equipment; and

**WHEREAS**, the purpose of the easement is to install utility poles on the southwest side of Sugar Hollow Road for placement of aerial fiberoptic cable to serve the Reservoir with Ethernet internet services, allowing the Rivanna Water and Sewer Authority to better control and manage critical monitoring of the Reservoir; and

**WHEREAS**, on June 18, 2018, this City Council conducted a public hearing on the requested easement, pursuant to Virginia Code Sec. 15.2-1800(B), after proper publication of legal notice of the public hearing;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia, that the Mayor is hereby authorized to execute the Easement Agreement, in form approved by the City Attorney, granting the above-described easement to CenturyLink for enhanced internet service to the Rivanna Water and Sewer Authority at Sugar Hollow Reservoir.

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



<b>Agenda Date:</b>	June 18, 2018
<b>Action Required:</b>	Public Hearing and vote on resolution
<b>Presenter:</b>	Stacy Pethia, Housing Program Coordinator
<b>Staff Contacts:</b>	Stacy Pethia, Housing Program Coordinator
<b>Title:</b>	<b>Authorization to renew the lease agreement for 608 Ridge Street</b>

**Background:**

The City owned property known as ecoREM0D (located at 608 Ridge Street) is currently being leased to the Local Energy Alliance Program (LEAP). The current lease was approved by Council on June 5, 2017 and will expire on June 30, 2018. LEAP has requested the City renew the lease for another 12-month term.

LEAP is a nonprofit energy services company which helps residents and business owners attain greater energy efficiency. Since LEAP's initial occupation, the property has been used as a library and resource center for information on energy efficiency, as well as office space for staff. LEAP has acted as a steward for this community resource and has hosted numerous meetings for the benefit of the public all while becoming a community leader on increasing the health, safety and energy efficiency of area homes and businesses.

**Discussion:**

City staff has been involved in ongoing discussions with LEAP regarding potential alternative uses for the Ridge Street property, as well as LEAP's future facility needs. LEAP is aware that staff intends to schedule an assessment of the property to determine the feasibility of selling the property; this assessment will be scheduled once the City awards a contract for on-call property assessment services. Additionally, LEAP is in the process of searching for alternative office space; however, they are not yet ready to move their operations to a new location. In light of the above factors, and in an effort to provide continuing support to a valuable community resource, staff recommends City Council approve the renewal of the LEAP lease.

**Community Engagement:**

A public hearing held for the lease renewal prior to the presentation of this request.

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

This effort would support Council's vision of a Green City and Smart, Citizen-Focused Government.

**Budgetary Impact:**

The current lease with LEAP is \$1,000/month; however, LEAP has agreed to a \$50/month rent increase for the proposed lease term, for a total rent of \$1,050/month or \$12,600 for the proposed 12 month lease term. Both prior and future rental payments help to offset the City's investment in 608 Ridge Street and having a tenant in the property relieves the City of the responsibility for monthly utilities to keep the space conditioned, so that mechanical and plumbing systems are safeguarded.

**Recommendation:**

Staff recommends approval of the resolution to authorize the renewal of the lease, at the new rental amount, to LEAP as outlined herein until June 30, 2019.

**Alternatives:**

There are alternative actions available to Council, which include but are not limited to: 1) no action, which would require LEAP to move out once the current agreement expires on June 30, 2018; or 2) approval of the lease with different requirements for rent amount / term. It should also be noted that approval of the lease does not preclude the City from attempting to sell the property (subject to City policy regarding the sale of land); however, LEAP would have the right of first refusal which would effectively allow them up to 90 days to relocate if they were to refuse and the City moved ahead to terminate the lease and sell the property.

**Attachments:**

Resolution to Authorize the Lease of City Owned Land at 608 Ridge Street  
Lease Agreement

**RESOLUTION  
TO AUTHORIZE THE LEASE OF CITY OWNED LAND  
AT 608 RIDGE STREET TO  
LOCAL ENERGY ALLIANCE PROGRAM (LEAP)**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager is hereby authorized to sign the following document, in form approved by the City Attorney or his designee:

Lease Agreement dated July 1, 2018 between the City of  
Charlottesville and the Local Energy Alliance Program (LEAP)  
for the property located at 608 Ridge Street.

**THIS LEASE AGREEMENT**, made as of this 1<sup>st</sup> day of July, 2018, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, hereinafter the "Landlord", and **THE LOCAL ENERGY ALLIANCE PROGRAM**, a Virginia non-profit organization, hereinafter the "Tenant";

**WITNESSETH:**

That Landlord hereby leases unto the Tenant and the Tenant hereby agrees to lease from the Landlord the building located at 608 Ridge Street in the City of Charlottesville, Virginia, hereinafter referred to as the "Premises."

1. Term. The term of this lease shall commence July 1, 2018 and shall end on June 30, 2019 (the "Term"). At the discretion of the Landlord, this lease may be extended for an additional period of time of up to one year.

2. Rent / Late Fee / Deposit. The Tenant agrees to pay the Landlord rent during the Term of this lease of One Thousand Fifty Dollars (\$1,050) per month. The Tenant shall pay the Landlord the rent, in advance, on the first day of each calendar month. The Tenant shall pay a late fee of Fifty Dollars (\$50.00) for any rent payment not paid by the due date. On execution of this lease, Tenant shall deposit with Landlord one month's rent as security for the faithful performance by Tenant of the terms herein, to be returned to Tenant, without interest, upon full performance of its obligations herein.

3. Improvements. Any alterations, additions and improvements to the Premises must be approved by Landlord prior to the commencement of construction. Except as otherwise provided hereafter, all such alterations, additions, and improvements to the Premises shall inure to the benefit of and shall become the property of the Landlord.

4. Right of First Refusal. If during the Term the Landlord receives a bona fide offer from a third party to purchase the Premises, the Landlord shall not accept such offer without first offering the Premises for sale to the Tenant on the same terms and conditions contained in the offer from such third party. Tenant shall have a period of forty-five (45) days from the date of said offer by Landlord to accept such offer. If Tenant fails to exercise said right of first refusal within the 45 day period, the Landlord may elect to terminate this lease upon forty-five (45) days prior written notice to Tenant.

5. Maintenance and Repairs. Tenant shall be responsible for paying all costs associated with utilities (i.e., water, sewer, electrical, gas, and telecommunications/data), as well as landscape maintenance and trash/garbage removal. Further, Tenant shall comply with all laws and ordinances affecting the cleanliness, occupancy, use and preservation of the Premises, including but not limited to, City of Charlottesville Code §5-148 (*Unlawful accumulations of garbage, refuse, etc.*); §5-149 (*Unlawful growth of weeds and other vegetation*); and §5-155 (*Duty of owner or occupant to cut grass, weeds and other vegetable matter from property line to the public street right-of-way*). Tenant will also be responsible for snow removal from the Premises (i.e., from entrance stairs, decks/porches, walkways), including the requirements of Charlottesville City Code §28-25 (*Removal of snow, sleet and ice from sidewalks*).

Tenant shall be responsible for all routine, non-structural repairs and maintenance of the Premises. Landlord shall be responsible for all other maintenance and repairs associated with the

Premises, including heating and air conditioning equipment, electrical panel, internal electrical wiring, roof, and all structural members of the building.

Tenant shall immediately notify the Charlottesville Division of Facilities Maintenance of all known problems that might represent a health or safety risk, or which may lead to failure of or damage to those components of the Premises.

6. Tenant Duties. The Tenant agrees to comply with all the laws and ordinances affecting the cleanliness, occupancy, use and preservation of the Premises. The Tenant shall not keep or have on the Premises any materials of a dangerous, flammable or explosive character which might increase the danger of fire upon the Premises. The Tenant shall use the Premises and all facilities contained therein in a reasonable manner and shall not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises, or permit any person to do so. The Tenant shall pay its own utility bills and shall indemnify the Landlord against any liability or damages on such account. The Tenant shall, at its own cost and expense, obtain general liability insurance covering interests of the Landlord and the Tenant in the Premises, with the limits of such insurance to be in the sum of at least One Million Dollars (\$1,000,000.00). Said policy shall name Landlord as an additional insured.

7. Sublet or Assignment. The Tenant shall have no right to assign or sublet the Premises, or any portion thereof, to any other party without the prior written consent of the Landlord, which consent shall be entirely within the discretion of the Landlord.

8. Access. The Landlord shall have the right to enter the Premises during normal business hours in order to inspect the Premises, make necessary repairs pursuant to Paragraph 5, or exhibit the Premises to either prospective or actual purchasers, tenants, workers or contractors. The Landlord may so enter without the consent of the Tenant any time in case of emergency. Except in the case of emergency, or if it is impractical to do so, the Landlord shall give the Tenant reasonable notice of its intention to enter.

9. Damage to Premises. In the event that the Premises shall be substantially damaged by fire or other casualty, the Premises shall be forthwith repaired, restored or rebuilt, as the case may be, within a reasonable time by the Landlord at the Landlord's expense, to its condition immediately prior to such damage or destruction. All provisions of this lease with respect to the payment of any rent shall be prorated based upon extent of damage and its impact upon Tenant's use of the Premises from the date of the casualty until such repairs are completed. The term of the lease may be extended by a similar period, at the Landlord's discretion.

10. Hours of Operation. Tenant shall establish regular hours during which the Premises will be open to the public (subject to staffing limitations), with the understanding that information about the Premises and its unique features will also be available electronically to the public.

11. Occupation / Use of Premises. The Premises shall be used to promote the benefits of ecoREMOD construction. The Tenant shall display books and other publications, an interactive website, and onsite staff who are knowledgeable about energy efficiency. The Tenant will act as steward for this community resource and will hold seminars and presentations for public benefit on how people can increase the health and safety of their homes while saving money and conserving resources.

12. Snow Removal: Snow removal is the responsibility of the Tenant.

13. Events of Default. The occurrence of any of the following shall constitute an event of default of the Tenant:

(a) Delinquency of the payment of any rent due under this lease for a period of 15 days after the first of any month.

(b) Nonperformance or noncompliance by the Tenant with any of the conditions or obligations of the Tenant contained in this lease for a period of 30 days after written notice thereof. The Tenant shall be accorded such 30 day period to cure the default, which time may, in the Landlord's sole discretion, be extended for so long as may be necessary to cure such default, provided Tenant commences promptly and proceeds diligently to cure such default.

(c) Filing by the Tenant or against the Tenant in any court pursuant to any statute of a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or an assignment by the Tenant for the benefit of creditors, provided that such proceedings are not dismissed within 90 days after the commencement of same.

(d) Failure by the Tenant to maintain its IRS status as a charitable organization.

14. Landlord's Remedies. Upon the occurrence of any event of default, the Landlord, at any time thereafter, may give written notice to the Tenant, by certified mail, return receipt requested, specifying the event of default and stating that the lease shall expire on a certain date, which date shall be at least 60 days after the date of such notice. Upon the date specified on such notice, this lease and all rights of the Tenant hereunder shall terminate.

At any time after such termination, the Landlord may relet the Premises or any part thereof. The failure of the Landlord to relet the Premises or any part thereof shall not make the Landlord liable to the Tenant for damages. No such termination of this lease shall relieve the Tenant of its liability and obligations under this lease, including the obligation for rent for the balance of the term.

15. Termination or Expiration of Lease Term. Upon termination or expiration of this lease, Landlord shall have the right to reenter and repossess the Premises and may dispossess the Tenant and remove the Tenant and all other persons and property from the Premises. Tenant shall leave the Premises in good and "broom clean" condition, ordinary wear and tear excepted.

16. Waiver. Failure of the Landlord to insist, in any one or more instances, upon a strict performance of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment of such right, but the same shall continue and remain in full force and effect. No waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

17. Notice. Any notice to the Tenant shall be sent by regular mail, postage prepaid (unless otherwise specified in this Lease), to Tenant at 608 Ridge Street, Charlottesville, Virginia 22903. Any notice to the Landlord shall be sent by regular mail, postage prepaid, to the Landlord in care of the City Manager, P.O. Box 911, Charlottesville, Virginia 22902.

18. Entire Agreement. This lease embodies the entire agreement between the parties and shall not be altered, changed or modified in any respect without a written instrument duly executed by both parties.

19. Applicable Law. This instrument shall be construed, interpreted and applied in accordance

with the laws of the Commonwealth of Virginia.

20. Benefits. This agreement is binding upon and shall inure to the benefit of all the respective parties hereto, their respective successors, legal representatives and assigns.

WITNESS the following signatures and seals.

Approved as to form:

CITY OF CHARLOTTESVILLE, VIRGINIA

\_\_\_\_\_  
Lisa A. Robertson  
Chief Deputy City Attorney

By: \_\_\_\_\_  
Maurice Jones, City Manager

LOCAL ENERGY ALLIANCE PROGRAM (LEAP)

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



Agenda Date:	June 18, 2018
Action Required:	Presentation of Report Only
Presenter:	Stacy Pethia, Housing Program Coordinator
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
<b>Title:</b>	<b>Report on the Housing Needs Assessment</b>

**Background:**

In February 2018, Neighborhood Development Services amended the existing contract with the Smart Growth America to include completion of a Housing Needs Assessment for the City of Charlottesville. The report was prepared by Partners for Economic Solutions (PES), a subconsultant for Smart Growth America. Anita Morrison, Founding Principal of PES, will present the report's findings.

**Discussion:**

The Housing Needs Assessment was completed at the request of the Neighborhood Development Services to provide the City with the data necessary for setting annual targets for affordable housing development. The completed report provides data related to household demographic and socioeconomic data; an analysis of the existing housing inventory (both homeownership and rental units) based on household income levels ranging from less than 30 percent area median income (AMI) to more than 100 percent AMI; identification of areas within the city lacking affordable housing options; the current gap between affordable housing needs and provision within the existing housing market; and projects of affordable housing needs through the year 2040. The data are presented by census tract. Results of this study will be used to inform the development of an Affordable Housing Strategy for the City of Charlottesville, as well as development of a form based code for the Strategic Investment Area.

**Alignment with City Council's Vision and Strategic Plan:**

This agenda item aligns directly with the City Council Vision for Charlottesville to provide quality housing opportunities for all. The proposed action also aligns with the Strategic Plan Goal 1.3 which speaks to increasing affordable housing options.

**Community Engagement:**

The report's author conducted approximately 24 stakeholder interviews between January 2018 and March 2018.

**Budgetary Impact:**

This study was paid for using CAHF administrative funds, which are set-aside out of each annual allocation to the fund, therefore having no impact on the amount of CAHF funds available for housing projects.

**Recommendation:**

NA

**Alternatives:**

NA

**Attachments:**

[Housing Needs Assessment Report](#)

CITY OF CHARLOTTESVILLE, VIRGINIA  
CITY COUNCIL AGENDA



Agenda Date:	June 18, 2018
Action Required:	Presentation of Report Only
Presenter:	Stacy Pethia, Housing Program Coordinator
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
Title:	<b>Report on the Bonus Height/Affordable Housing Financial Analysis Report</b>

**Background:**

In March 2018, Neighborhood Development Services amended the existing contract with the Smart Growth America to include completion of a Bonus Height/Affordable Housing Financial Analysis report for the City of Charlottesville. The report was prepared by Partners for Economic Solutions (PES), a subconsultant for Smart Growth America. Anita Morrison, Founding Principal of PES, will present the report's findings.

**Discussion:**

The Bonus Height/Affordable Housing Financial Analysis report was completed at the request of Neighborhood Development Services to provide the City with a better understanding of the feasibility of employing a bonus height incentive to secure affordable housing units in new residential and mixed-use developments. Results from study will inform the Form-Based Code provision currently under development for the Strategic Investment Area, as well as an Affordable Housing Strategy for the City.

**Alignment with City Council's Vision and Strategic Plan:**

This agenda item aligns directly with the City Council Vision for Charlottesville to provide quality housing opportunities for all. The proposed action also aligns with the Strategic Plan goal 1.3 which speaks to increasing affordable housing options.

**Community Engagement:**

The analysis was prepared with inputs from and review by a Steering Committee of individuals representing private and non-profit developers, low-income residents, the Charlottesville

Redevelopment and Housing Authority and the City of Charlottesville. Steering Committee members met, either in-person or via conference call, on the following date:

February 8, 2018

March 14, 2018

April 16, 2018

**Budgetary Impact:**

This study was paid for using CAHF administrative funds, which are set-aside out of each annual allocation to the fund, therefore having no impact on the amount of CAHF funds available housing projects.

**Recommendation:**

NA

**Alternatives:**

NA

**Attachments:**

[Bonus Height/Affordable Housing Financial Analysis Report](#)



**2017 ANNUAL REPORT  
CITY OF CHARLOTTESVILLE**

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## BACKGROUND & MISSION

The Charlottesville-Albemarle SPCA (CASPCA), founded in 1914, is a nonprofit, open admission animal shelter whose purpose is finding permanent adoptive homes for animals. In addition, the CASPCA performs an important community function by fulfilling the City and County's obligation to provide pound services to the City of Charlottesville and Albemarle County for seized, stray, homeless, abandoned or unwanted animals. The organization also serves the community by offering lost & found services, low-cost spay and neuter surgeries, vaccinations, and microchipping, as well as educational opportunities, youth camps, pet therapy and dog obedience classes. The CASPCA provides employment for an average of 70 people, and serves over 2,500 shelter animals a year. More than 5,300 spay/neuter surgeries were performed in 2017, nearly 1,800 of which were for owned pets within our community. The CASPCA continues to serve at the forefront of No Kill communities in this country, helping thousands of animals each year receive the care they need to find homes or remain with their families.

**The CASPCA is committed to maintaining Charlottesville-Albemarle as a No Kill community through a standard of excellence. The CASPCA provides many additional services to residents of the Charlottesville and targets such services to those most in need.**

### **Mission Statement**

Advance the compassionate treatment of animals by providing sheltering, medical care, and behavioral services for dogs and cats; promoting permanent, caring homes; and furthering education and outreach.



## 2017 ANNUAL STATISTICS

95% live release rate

3,345 annual intake

2,560 pets adopted

556 lost pets were reunited with their owners

206,650 meals were served to homeless animals

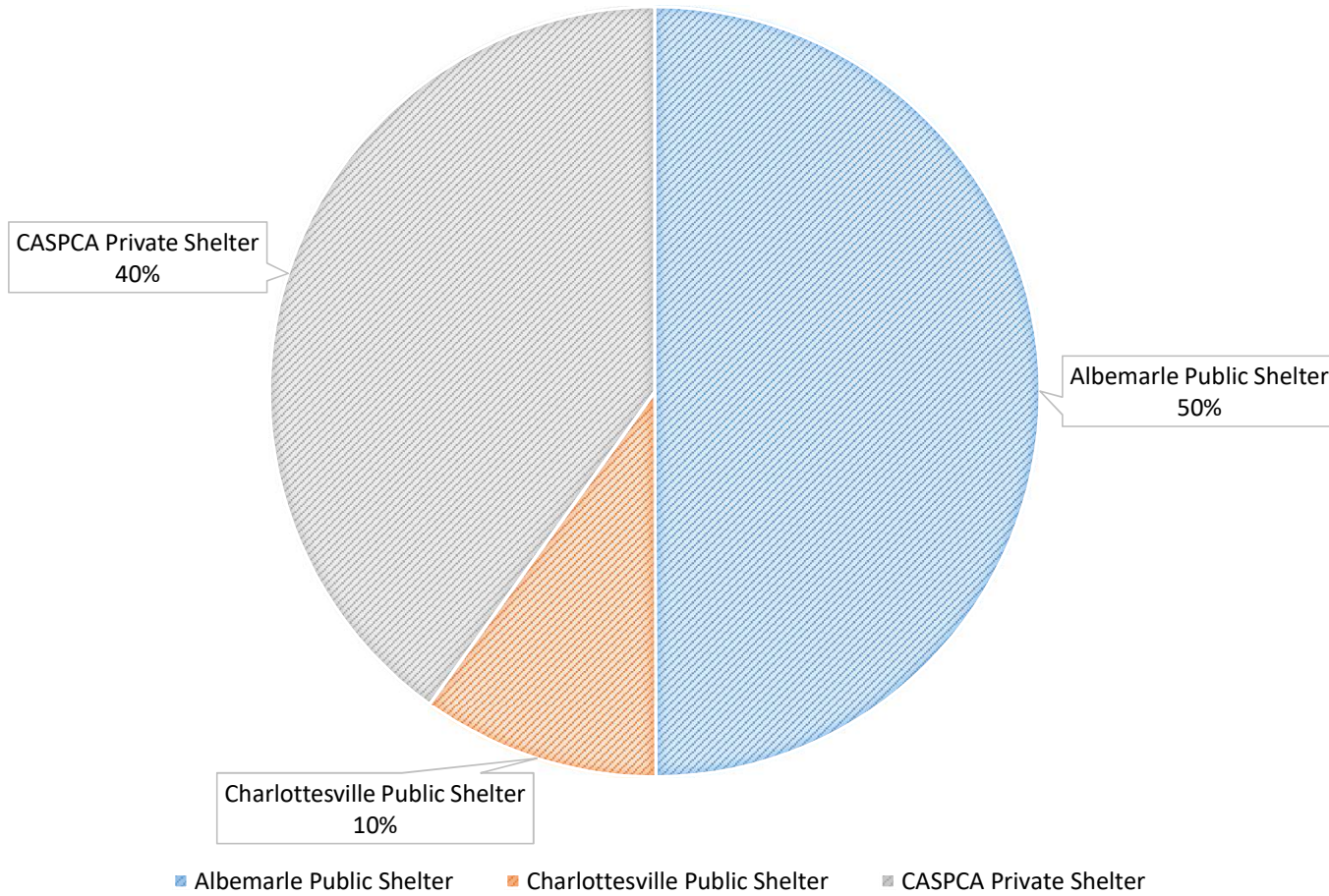
5,385 pets were spayed or neutered

183 lifesaving surgical procedures were performed

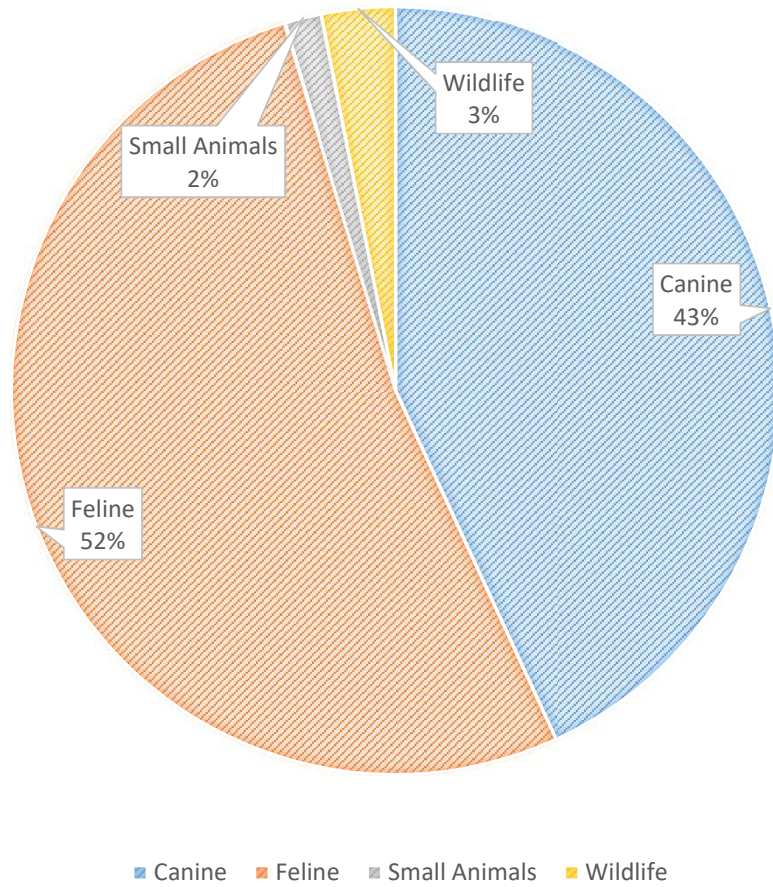
3,132 pets were microchipped



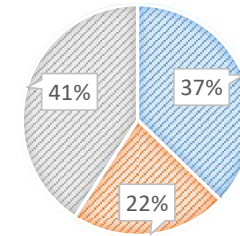
## 2017 INTAKE: PRIVATE VS. PUBLIC SHELTER



## 2017 INTAKE: SOURCE OF INCOMING ANIMALS - CHARLOTTESVILLE

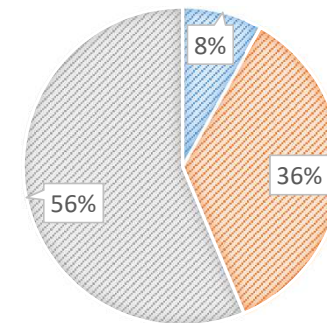


## CANINE INTAKE BY SOURCE - CHARLOTTESVILLE



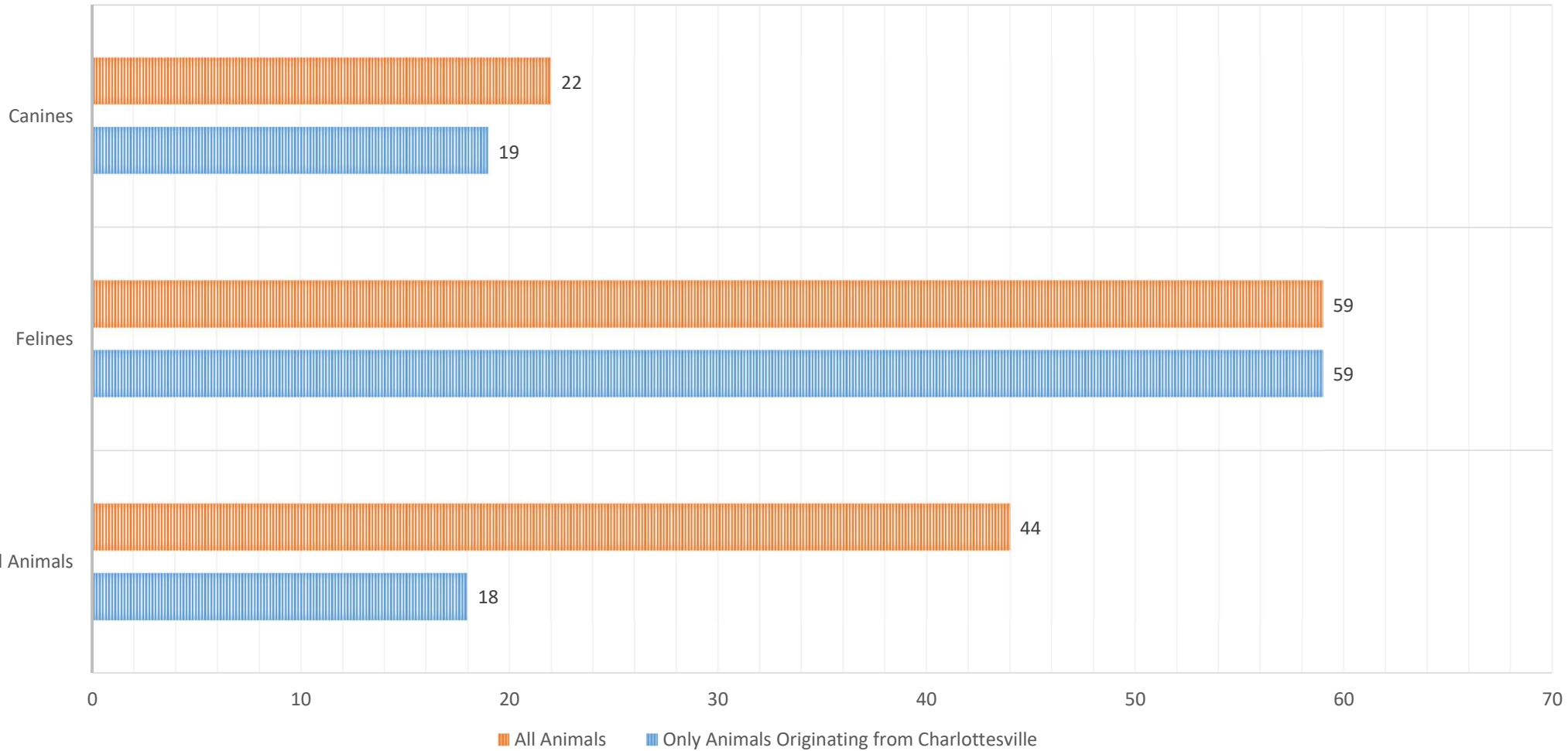
■ Animal Control ■ Owner Surrender ■ Public Strays

## FELINE INTAKE BY SOURCE - CHARLOTTESVILLE

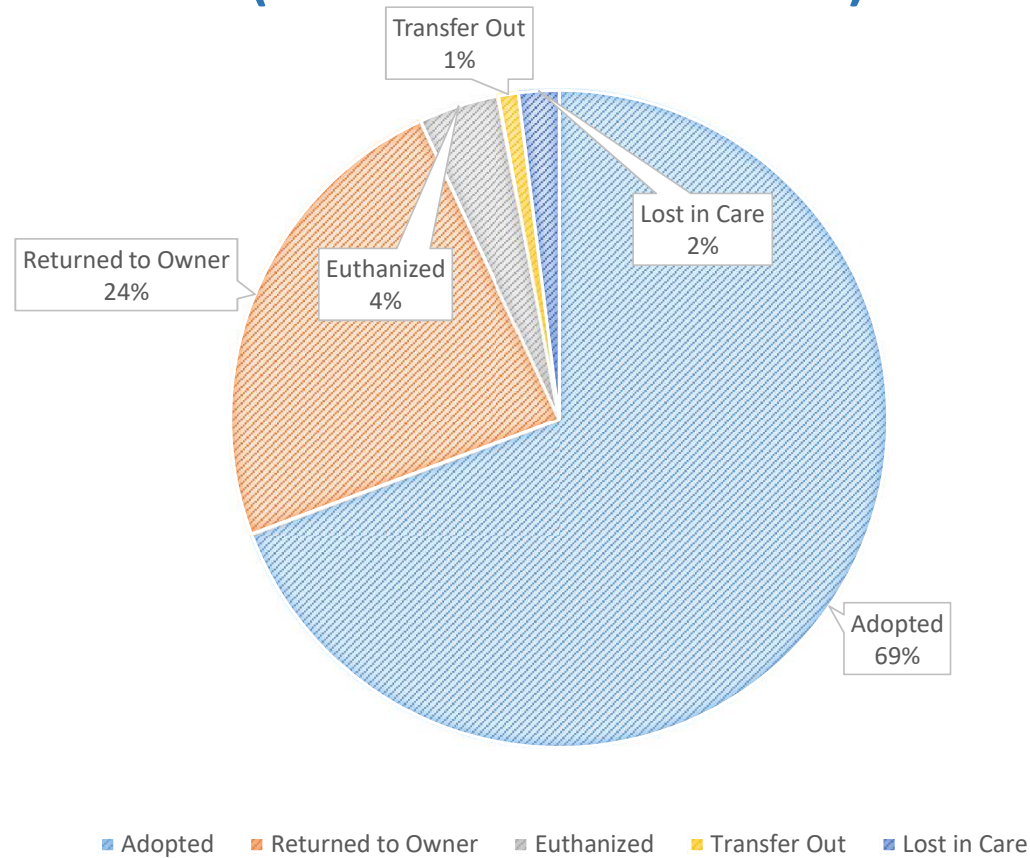


■ Animal Control ■ Owner Surrender ■ Public Strays

# 2017 ANNUAL LENGTH OF STAY (DAYS)



# FINAL DISPOSITION OF ALL INCOMING ANIMALS ORIGINATING FROM CHARLOTTESVILLE IN 2017 (556 TOTAL ANIMALS)





## IN ACCORDANCE WITH THE CITY/COUNTY CONTRACT, THE CASPCA:

- Provides a general benefit to Charlottesville residents by caring for all stray, homeless, abandoned, or unwanted animals, including providing necessary emergency veterinary care to prevent suffering.
- Ensures community safety by providing a safe place for dogs that are running at large to be housed and cared for until their owners can reclaim them.
- Provides a rabies control program for all dogs and cats four months and older and requires sterilization of dogs and cats prior to being adopted from the organization.
- Houses and care for animals being held for court cases.
- Confines and cares for animals being held on 10-day bite confinements, as regulated by the Virginia Department of Health.
- Provides veterinary services to animal control officers in assessing the condition of neglected animals for evidence in court cases.
- Takes in small animal wildlife for transport to the Wildlife Center of Virginia or euthanasia.
- Sells dog licenses on behalf of the City of Charlottesville and requires all dogs belonging to City residents purchase one prior to leaving the facility.

## CASPCA SERVICES NOT FUNDED BY CHARLOTTESVILLE:

- Subsidized spay/neuter services to help reduce a growing pet overpopulation problem, which would adversely impact the burden on animal control officers and the CASPCA in the future. In 2017, the CASPCA spayed or neutered more than 200 privately owned pets whose owners were on public assistance.
- Free spay/neuter surgeries for the owners of Pit Bulls and Hounds living in Albemarle County and the City of Charlottesville will soon be reinstated.
- Free Trap-Neuter-Return (TNR) and vaccination services for free-roaming cats. TNR has proven to be the most effective, humane method of controlling community cat populations. The CASPCA assists animal control in handling cat complaint calls by providing solutions and education to the public. In 2017, nearly 500 community cats were TNR'd in Albemarle County and the City of Charlottesville.
- Low-cost monthly microchip and rabies clinics to increase public safety, health and ensure animals are identified sooner.
- Pet retention programs such as a pet pantry and dog obedience classes aimed at preventing pet relinquishment.
- Compassionate Care Clinics that provide vaccines, wellness care, vet exams and pet care education to residents on public assistance. In 2017, the CASPCA helped over 200 pets at these clinics, many of which were Charlottesville residents.
- Public Assistance Program designed to provide veterinary care to pet owners in dire straits.
- A kennel renovation project which designed to provide the shelter's dogs with better living conditions and assist in stress reduction. Additional dog play parks will be installed, providing enrichment. New space will be designated for City/County intake and isolation as well as a private office for the animal control officers.

## COMPENSATION FOR POUND SERVICES

- Annual Fee = Population times the Per Capita Amount
- Per Capita = Rate in effect for the previous Agreement Year, multiplied by the annual average change in the Consumer Price Index
- According to the US Census Bureau, the population in Charlottesville increases approximate 1%-2% each year.

FY 16 Per Capita Rate	Revised Rate for FY 17	CPI-U Average Increase from Prior Year	Population per Census Bureau (7/1/14)	FY 17 Funding (Population x Revised Rate)
\$5.436	\$5.442	0.12%	45,593	\$248,119
FY 17 Per Capita Rate	Revised Rate for FY 18	CPI-U Average Increase from Prior Year	Population per Census Bureau (7/1/15)	FY 18 Funding (Population x Revised Rate)
\$5.442	\$5.511	1.26%	46,597	\$256,782
FY 18 Per Capita Rate	Revised Rate for FY 19	CPI-U Average Increase from Prior Year	Population per Census Bureau (7/1/16)	FY 19 Funding (Population x Revised Rate)
\$5.511	\$5.628	2.13%	46,912	\$264,039

## ACTUAL COST OF CARE

- Cost of Care = All annual expenses (minus veterinary clinic expenses used for publicly owned animals) divided by the number of days that animals were in the CASPCA's care.
- **The 2017 cost of care per day for one animal was \$25.**

Animal Type	Number of Charlottesville Animals Received	Number of Days in Shelter Care	Cost of Care
Canines	239	4,589	\$114,725
Felines	353	20,104	\$502,600
Small Companion	8	179	\$4,475
<b>Total</b>	<b>600</b>	<b>24,872</b>	<b>\$621,800</b>

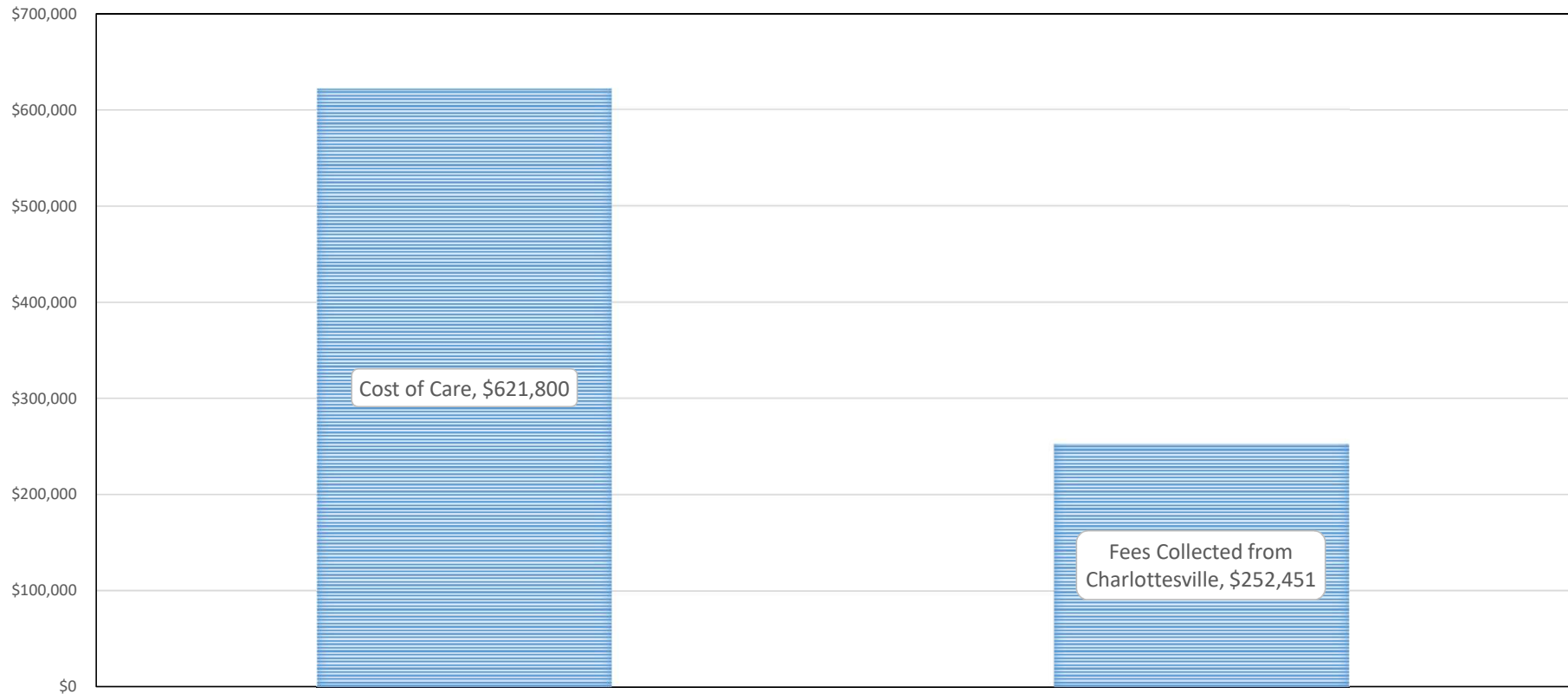
These numbers do not include the 16 wild animals brought to us from Charlottesville.



## EXPENSES INCLUDED IN COST OF CARE

- Pet food, including veterinary diets for animals with various ailments
- Vaccinations to prevent the spread of communicable diseases
- Medication to treat illnesses and relieve suffering
- Staff time to care for the thousands of animals that enter the facility annually
- Spay and neuter procedures to prevent overpopulation
- Microchips to reunite owners with their lost pets
- Cleaning supplies to ensure animals have sanitary and comfortable living conditions
- Basic pet supplies such as cat litter, food bowls, enrichment toys
- Electricity and water to do laundry, wash dishes and maintain suitable living conditions
- Computers and internet to manage accurate shelter animal records and promote animals for adoption

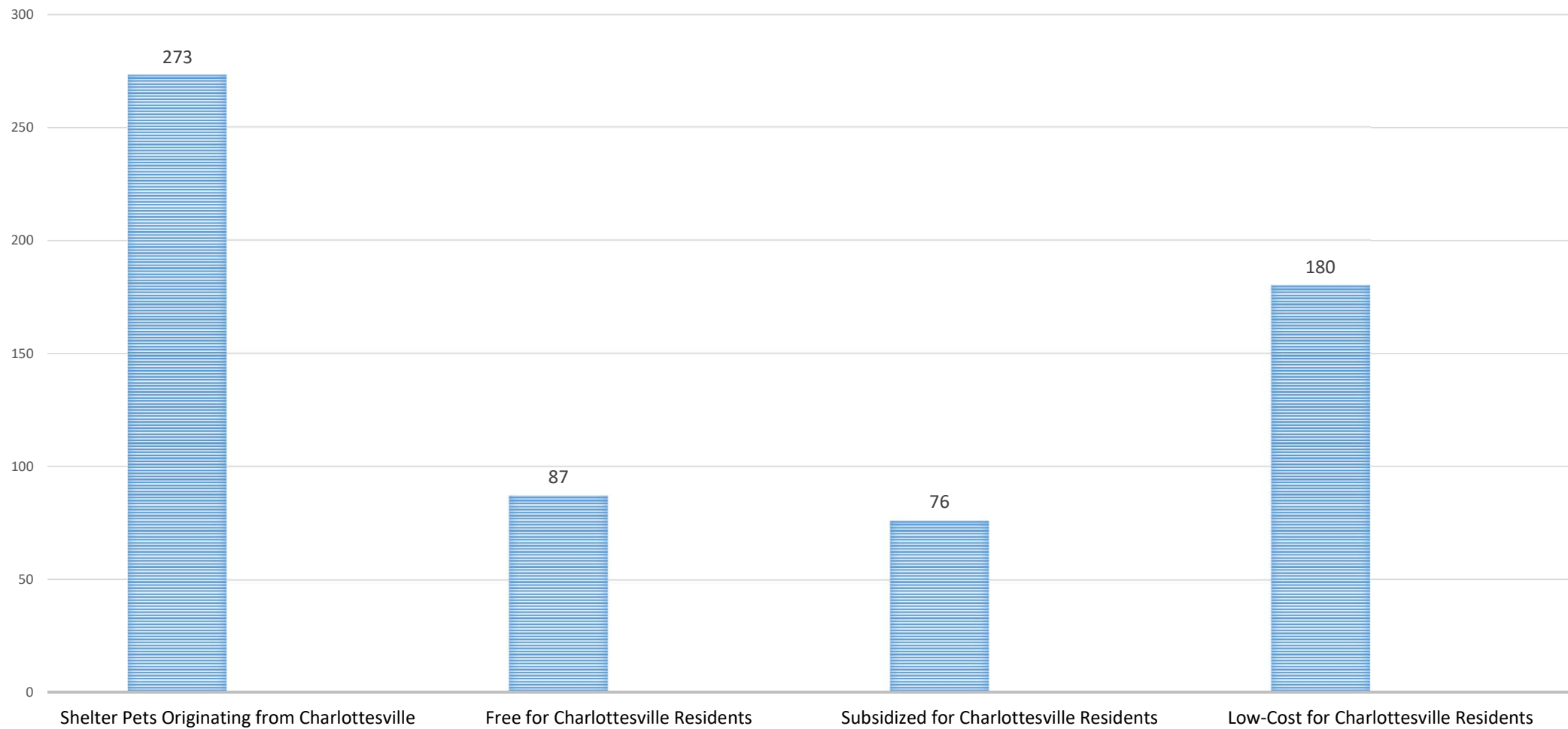
## 2017 COST OF CARE FOR CHARLOTTESVILLE ANIMALS VS. FUNDING RECEIVED



Please note: The CASPCA's fiscal year begins on January 1<sup>st</sup>.

Fees collected include two payments from Charlottesville FY 2016/2017 and 2 payments from Charlottesville FY 2017/2018.

## 2017 SPAY/NEUTER SERVICES – CHARLOTTESVILLE



## ANNUAL REPORTING / TRANSPARENCY

- The CASPCA strongly believes in organizational transparency and measuring results on a frequent basis. All shelter data is shared voluntarily with several leading animal welfare organizations in the United States such as Maddie's Fund, Shelter Animals Count and the Million Cat Challenge.
- The CASPCA reports all animal custody records to the Virginia Department of Agriculture and Consumer Services (VDACS) on an annual basis as required by law, and is inspected annually by the Office of the State Veterinarian to ensure that all facets of the facility and the care being provided is compliant with Virginia Law.
  - Sherry Helsel, Animal Shelter Inspector for VDACS, performed an unannounced inspection on 12/18/17. The CASPCA was found in compliance of all regulations.



#ThanksToMaddie



## JARON'S CHANCE AT A SECOND LIFE



This sweet boy was brought to the CASPCA one evening by a Charlottesville Police Officer in November of 2016. He weighed only 16 lbs., most of which was painful matting. He was scared, hearing impaired, partially blind and had a severe flea infestation.

Both of his ears were infected and he was suffering from arthritis in his rear legs. He was missing several teeth and desperately needed veterinary attention. Jaron was put under general anesthesia and had all of the flea ridden mats shaved from his body. After a good bath, both of his ears were cleaned and flushed. Jaron remained in the CASPCA clinic's critical care unit for three weeks where he gained 1 lb. Jaron received two dental procedures at the CASPCA and continued treatments for his ear infections.

After several months in foster care, sweet Jaron was made available for adoption. A couple of people had shown interest in adopting him, but each time it fell through. Finally, just two months ago, Jaron found a loving home where he's been given a much deserved second chance at life.



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



Agenda Date:	June 18, 2018
Action Required:	Adoption of Resolution
Presenter:	Alex Ikefuna, NDS Director
Staff Contacts:	Alex Ikefuna, NDS Director
<b>Title:</b>	<b>Fund Transfer from CIP Contingency Account to Covenant School Sidewalk Project Account – \$325,000</b>

**Background:**

This sidewalk project was discussed during the Highway 250 Interchange project planning; however, the concept plan developed in September 2014 did not move forward and was deemed impractical. One of the main reasons was that it would require right-of-way from the Covenant School, which is a historic property. Alternatively, the neighborhood was offered sidewalk connection from the existing sidewalk on Edge Hill Road heading east to Hillcrest Road and connecting to the multi-use trail.

**Discussion:**

The proposed sidewalk will be constructed in front of the Covenant School and will connect Birdwood Road and Hillcrest Road with access to the trail connecting McIntire Road. It would also provide connection from Birdwood Road to Rugby Avenue. Staff is proposing use of CIP Contingency funds to construct the sidewalk. This would still require acquisition of right-of-way from the school.

**Alignment with City Council’s Vision and Strategic Plan:**

This proposed project aligns with the City Council’s Vision of a Green City, America’s Healthiest City and A Connected Community. In addition, it would contribute to the Strategic Plan Goal 3: A Beautiful and Sustainable Natural and Built Environment; 3.1: Engage in robust and context sensitive urban planning and implementation; 3.2: Provide reliable and high quality infrastructure; 3.3: Provide a variety of transportation and mobility options, as well as the goals within the Comprehensive Plan, Streets that Work and the Bike and Pedestrian Master Plan.

**Community Engagement:**

There was a community engagement process during the planning and implementation of the 250 Interchange project. As part of this request, staff contacted the school administration and received a positive feedback that the school will support the project.

**Budgetary Impact:**

Staff estimates the project would cost \$325,000. No new funding will be needed as funds will be allocated from previously appropriated CIP contingency funds.

**Recommendation:**

Staff recommends approval of this request.

**Alternatives:**

The City Council could decide not to authorize the allocation of fund for the project.

**Attachments:**

Resolution authorizing the transfer of funds.



**RESOLUTION**

**Fund Transfer from CIP Contingency Reserve Account to Covenant School Sidewalk Account  
\$325,000**

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the following is hereby transferred in the following manner:

**Transfer From**

\$325,000      Fund: 426      WBS: CP-080      G/L Account: 599999





**Transfer To**

\$325,000      Fund: 426      WBS: P-00975      G/L Account: 599999

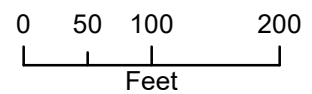
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# City of Charlottesville



-  Proposed Sidewalk Addition
-  Approved CG-12 Curb Ramp Update
-  Approved Sidewalk Addition
-  Existing Sidewalk

## Sidewalk Proposal





# City of Charlottesville

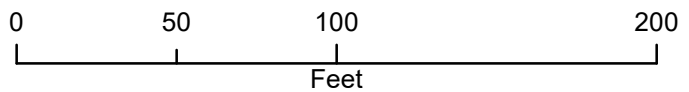


Proposed Sidewalk Addition



Existing Sidewalk

## Sidewalk Proposal



# CITY OF CHARLOTTESVILLE, VIRGINIA CITY COUNCIL AGENDA



<b>Agenda Date:</b>	June 18, 2018
<b>Action Required:</b>	Approval of Ordinance and Proposed Agreement
<b>Presenter:</b>	Leslie Beauregard, Assistant City Manager
<b>Staff Contacts:</b>	Lisa Robertson, Chief Deputy City Attorney Leslie Beauregard, Assistant City Manager Chris Engel, Director of Economic Development
<b>Title:</b>	<b>Charlottesville-Albemarle Convention and Visitors' Bureau Agreement</b>

## **Background:**

The City of Charlottesville and the County have jointly funded and undertaken the operation of a joint convention and visitors' bureau since 1979 for the purpose of promoting the Charlottesville-Albemarle area as a tourist destination and site of convention facilities. The Charlottesville-Albemarle Convention and Visitors' Bureau is currently funded and operated pursuant to a July 1, 2004 agreement between the City and the County.

In December 2017, the Board and the City Council notified the current board and staff of CACVB in a written letter of the intent to terminate the current agreement, effective June 30, 2018. The City and County Attorneys have prepared a Proposed Agreement that would allow the continued operation of the CACVB under a new governance structure, and updated day-to-day administration of the affairs of CACVB. The Proposed Agreement is scheduled to be reviewed by the Board of Supervisors at their June 14, 2018 public meeting. Following the BOS's action on this item, we will transmit the Proposed Agreement as approved by the BOS to you in your Friday update (6/15/2018). Both the City and County are required to adopt an Ordinance to re-enact the CAVB as a joint undertaking of both bodies—the proposed Ordinance is attached to this Memo.

No public hearing is required. However, the Ordinance must be adopted by both localities prior to June 30, 2018, or the operating authority of CACVB will expire. It is requested that Council waive the requirement for a second reading (per City Code §2-97). To do this, Council must approve the attached ordinance by a four-fifths vote.

## **Discussion:**

The December 2017 letters from the governing bodies laid out a desired framework for the new CACVB that would be established by the proposed Agreement to Operate a Joint Convention and Visitors' Bureau which is included herein.

The significant provisions in the Proposed Agreement are:

**1. Organization:** The organization of the CACVB would be changed so that it would be led by an Executive Board composed of County and City representatives (3 representatives each, to include one elected official from each), a representative from the University of Virginia, and two representatives from the local tourism industry. The Executive Board also would have four non-voting members. The current Management Board, which currently leads the CACVB and whose membership are primarily representatives from the local tourism industry, would become the Advisory Board. The Advisory Board would act in an advisory capacity to the Executive Board. Those persons currently serving on the Management Board would continue to serve on the Advisory Board until their term expires. Reappointments and vacancies would be filled by the Executive Board.

**2. Services and Performance Measures:** The current agreement delineates the services to be provided by the CACVB in support of the tourism industry and the performance measures to be applied. The Proposed Agreement will continue those identified services and performance measures until the Executive Board adopts a new range of services and performance measures.

**3. Employees:** Under the current agreement, employees of the CACVB are City employees. The Proposed Agreement would make CACVB employees of the County beginning on or before January 1, 2019. County and City staff are working on an Employee Transition Plan to individually address the employment and benefits issues related to the transfer of current CACVB employees from City to County status. It is the intent of both parties that no employee lose pay or benefits because of this transition. Any persons hired on and after July 1, 2018 to serve the CACVB would be County employees.

**4. Fiscal Agent:** The City is the fiscal agent under the current agreement. The County would become the fiscal agent under the Proposed Agreement by January 1, 2019. As fiscal agent, the County will assume a range of services for the CACVB, including accounting, human resources and payroll, information technology, procurement, and legal services. The County will also provide insurance to the CACVB.

The County Board of Supervisors is expected to consider approval of the agreement at its meeting on June 13, 2018. An update based on their discussion and the formal agreement will be sent to City Council this Friday.

**Community Engagement:**

There has been no significant community engagement on this matter.

**Budgetary Impact:**

The City and County will continue to fund the CACVB with a portion the Transient Occupancy Taxes collected in each jurisdiction. This is unchanged from the current agreement. The City, as the CACVB's current fiscal agent, charges a rate of 2% of the CACVB's funding level, which totals about \$37,000 annually. With the County transitioning to the role of fiscal agent these funds will no longer be available. As the City will no longer be providing these services there will be slight reduction in workload in the affected areas as mentioned above in the discussion about the fiscal agent.

**Recommendation:**

Staff recommends approval of the attached Ordinance

**Alternatives:**

No recommendation.

**Attachments:**

Proposed Ordinance

City Council Letter, 12/19/2017

**AN ORDINANCE TO ADOPT AND APPROVE AN AGREEMENT  
TO OPERATE A JOINT CONVENTION AND VISITORS' BUREAU  
BETWEEN THE COUNTY OF ALBEMARLE, VIRGINIA AND  
THE CITY OF CHARLOTTESVILLE, VIRGINIA FOR  
THE JOINT FUNDING AND OPERATION OF  
THE CHARLOTTESVILLE-ALBEMARLE  
CONVENTION AND VISITORS' BUREAU**

**WHEREAS**, the County and the City are each enabled by Virginia Code § 15.2-940 to “expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality”; and

**WHEREAS**, the County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940; and

**WHEREAS**, the County and the City entered into an agreement on July 1, 2004 for the joint funding and operation of the Charlottesville-Albemarle Convention and Visitors Bureau (“CACVB”) to promote the resources and advantages of the County and the City; and

**WHEREAS**, the July 1, 2004 agreement was terminated by the County and the City, and the termination’s effective date is June 30, 2018; and

**WHEREAS**, the County and the City desire to continue the joint funding and operation of the CACVB to promote the resources and advantages of the County and the City through approval of a proposed agreement meeting the requirements of Virginia Code § 15.2-1300, the Board of Supervisors has reviewed and approved the proposed agreement, and the City Council has reviewed the proposed agreement and desires to approve the same;

**NOW, THEREFORE, BE IT ORDAINED THAT** the Agreement to Operate a Joint Convention and Visitors’ Bureau between the County of Albemarle, Virginia and the City of Charlottesville, Virginia pertaining to the joint funding and operation of the Charlottesville-Albemarle Convention and Visitors’ Bureau is hereby approved, and:

(1) the requirement for a second reading of the Ordinance is hereby waived, as permitted by City Code § 2-97,

(2) the City Manager is hereby authorized to execute the Agreement on behalf of the City, after it has been endorsed by the City Attorney as being approved as to form, and

(3) this ordinance shall be effective immediately upon adoption by City Council.



# CITY OF CHARLOTTESVILLE

City Council  
City Hall • P.O. Box 911  
Charlottesville, Virginia 22902  
Telephone (434) 970-3113  
Fax (434) 970-3890



December 19, 2017

Charlottesville-Albemarle Convention and Visitors' Bureau Management Board  
P.O. Box 178  
Charlottesville, VA 22902

## **Re: Notice of Termination in order to amend the City-County Agreement for Operation of the Charlottesville-Albemarle Convention and Visitors' Bureau**

To the CACVB Board of Directors:

Along with the Board of Supervisors of Albemarle County, the Charlottesville City Council requests that the "Charlottesville-Albemarle Agreement for Operation of a Joint Convention and Visitors' Bureau," dated July 1, 2004 (the "Agreement"), be amended to change the governance structure of the Charlottesville Albemarle Convention and Visitors' Bureau (the "CACVB").

The proposed amendment would establish an Executive Committee that would have a role in the decisions that guide the CACVB. Its composition would include: one member from each elected body (City Council and Board of Supervisors), the Charlottesville City Manager (or designee) and the Albemarle County Executive (or designee), an economic development/tourism staff member each from the City and County, a representative from The University of Virginia, and two industry representatives, one each appointed by the City and County. *Ex officio* members of the Executive Committee would include: the Executive Director of the CACVB, the Chair of the CACVB Advisory Board (or designee), and a representative from both Monticello and the Chamber of Commerce. The current CACVB Management Board would continue as an Advisory Board to the CACVB Executive Committee and the Executive Director. Additionally, other changes may be added as this process moves forward.

Because Section 9(F) of the Agreement requires that any amendment be agreed to by the County, the City, and the CACVB, it is important to explain the reasons for the proposed amendment. The CACVB was established in 2004 and has done some things very well, such as filling local hotels and extolling the virtues of the city and county to potential visitors, but is less active in producing tourism "product" that markets smaller businesses and tourist markets. The Board of Supervisors and the City Council have a broader responsibility to their constituents, and believe their participation in the decision-making of this board will further the goal of promoting small and local businesses, local history, minorities and special groups, and the arts, in addition to the

good work already being done. The ability to participate in the evaluation of the Director of the CACVB will better serve the fiduciary responsibilities of both bodies.

The City, in partnership with Albemarle County, therefore requests that the Agreement be amended to add the Executive Committee described above and any other changes desired by the parties. It is the sincere desire of the City of Charlottesville that, over the next several months, the County, the City, and the CACVB can mutually agree to the proposed amendments. We look forward to working with both the County and the CACVB to structure the next evolution of CACVB and hope to make these changes in the least disruptive way possible.

We understand that, Pursuant to Section 2 of the Agreement, which requires that either the County or the City provide at least six months' notice that the Albemarle Board of Supervisors is planning to issue notice to terminate the Agreement on June 30, 2018. City Council fully supports this position. We remain confident, however, that Albemarle County, the City of Charlottesville, and the CACVB Board of Directors will be able to agree to the proposed amendment before the termination date.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Signer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mike Signer, Mayor  
Charlottesville City Council

cc: Anthony deBruyn, Chair CACVB  
Albemarle County Board of Supervisors  
Jeffrey B. Richardson, County executive  
Greg Kamptner, County Attorney  
Charlottesville City Council  
Maurice Jones, City Manager  
Craig Brown, City Attorney

## AGREEMENT TO OPERATE A JOINT CONVENTION AND VISITORS' BUREAU

THIS AGREEMENT is entered into this \_\_\_\_ day of June, 2018, by and between the County of Albemarle, Virginia (the "County") and the City of Charlottesville, Virginia (the "City"). This agreement may be referred to as the "CACVB Agreement" and "this Agreement." The County and the City may be referred to collectively as the "Parties."

### RECITALS

- R-1 The County and the City are each enabled by Virginia Code § 15.2-940 to "expend funds from the locally derived revenues of the locality for the purpose of promoting the resources and advantages of the locality"; and
- R-2 The County is enabled by Virginia Code § 58.1-3819 to expend Transient Occupancy Taxes collected by it (amounts in excess of two percent of the total five percent authorized to be collected) solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with tourism industry organizations, including representatives of lodging properties located in Albemarle County, attract travelers to the County, increase occupancy at lodging properties, and generate tourism revenues within the County; and
- R-3 The County and the City are each enabled by Virginia Code § 15.2-1300 to jointly exercise the authority granted to them pursuant to Virginia Code § 15.2-940, and they desire to enter into an agreement with one another to continue to jointly fund and operate the local convention and visitors' bureau; and
- R-4 The County and the City desire to promote the resources and advantages of the County and the City, and to do so through the Charlottesville-Albemarle Convention and Visitors' Bureau as provided in this Agreement.

### STATEMENT OF AGREEMENT

The County and the City agree to the following:

**1. Convention and Visitors' Bureau Established and Authorized.**

The Charlottesville-Albemarle Convention and Visitors Bureau (the "CACVB") is re-established and re-authorized.

**2. Purpose of the CACVB.**

The purpose of the CACVB is to promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, including marketing of tourism, as well as marketing of initiatives that: attract travelers to the City and County, increase lodging at properties located within the City and County, and generate tourism revenues within the City and County.

**3. Organization of the CACVB.**

The CACVB shall be organized to have an Executive Board, an Advisory Board, an Executive Director, and staff serving the CACVB.

**A. Executive Board.** An Executive Board is hereby established, and its composition and powers and duties are as follows:

- 1. **Composition.** The Executive Board shall be composed of the following nine voting members and four non-voting members:
  - a. One member of the County Board of Supervisors.
  - b. One member of the Charlottesville City Council.

- c. The County Executive or his designee.
  - d. The Charlottesville City Manager or his designee.
  - e. The County Director of Economic Development or his designee.
  - f. The City Director of Economic Development or his designee.
  - g. The Executive Vice President of the University of Virginia or his designee.
  - h. One tourism industry organization representative appointed by the Board of Supervisors for a two-year term; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.
  - i. One tourism industry organization representative appointed by the City Council for a two-year term; no person serving under this appointment may be appointed to more than four consecutive two-year terms, exclusive of time served in the unexpired term of another.
  - j. The Executive Director of the CACVB (non-voting member).
  - k. The Chair of the Advisory Board (non-voting member).
  - l. A representative of the Chamber of Commerce (non-voting member).
  - m. The President or Chief Executive Officer of the Thomas Jefferson Foundation or his designee (non-voting member).
2. **Appointments to the Executive Board.** The members of the County Board of Supervisors and the Charlottesville City Council who shall serve on the Executive Board shall be appointed by their respective governing bodies for terms determined by the respective governing bodies. The County Board of Supervisors and the Charlottesville City Council may appoint alternates to attend any meeting(s) that the regular appointee cannot attend. An alternate attending a meeting in place of the regular member may vote on behalf of the Board or Council at any such meeting.
3. **Powers and Duties of the Executive Board.** The Executive Board shall:
- a. **Adopt a Strategic Plan.** Adopt a strategic plan for the CACVB that is consistent with the purposes of the CACVB.
  - b. **Adopt By-laws.** Adopt by-laws, which shall include procedures and rules for electing a chair, a vice-chair, the conduct of its meetings, and regulating the business of the Executive Board.
  - c. **Adopt Policies and Plans.** Adopt any policies or plans consistent with the purposes of the CACVB and that may provide direction to the CACVB.
  - d. **Marketing Strategies, Performance Measures, and Indicators.** Approve general marketing strategies and programs, and establish performance measures and indicators.
  - e. **Hold Meetings; Quorum; Voting.** Hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Four voting members of the Executive Board physically present at the meeting shall constitute a quorum. The Executive Board shall act only by a majority vote of those voting members present and voting at a lawfully held meeting.
  - f. **Adopt a Budget.** Adopt a budget for the CACVB's operations and activities each fiscal year.

- g. **Contracts.** Acting through its Executive Director, arrange or contract for (in the name of the CACVB) the furnishing by any person or company, public or private, of goods, services, privileges, works or facilities for and in connection with the scope of Section 2 of this Agreement, above and the administrative operations of the CACVB and its offices. The contracts may include any contracts for consulting services related to tourism marketing and to promoting the County, the City, and the region.
  - h. **Appoint the Executive Director; Performance; Termination.** The Executive Board shall appoint the Executive Director, who shall serve at the pleasure of the Executive Board, and evaluate the Executive Director's performance each year. If the CACVB does not have an Executive Director or an interim Executive Director on July 1, 2018, until the Executive Board appoints an interim or permanent Executive Director, the County shall provide an employee currently on its payroll to serve as an interim Executive Director for the CACVB, commencing July 1, 2018 and continuing only until such time as the newly constituted Executive Board has appointed an interim or permanent Executive Director.
  - i. **Offices.** The CACVB shall provide regular staffed visitor services at one location within the City of Charlottesville and one location within the County of Albemarle. Additional locations may be approved by the Executive Board. The Executive Board shall approve the location and terms and conditions for purchasing or leasing any CACVB office(s), and may, by recorded vote or resolution, authorize the Executive Director to execute any required instrument pertaining thereto.
  - j. **Official Seal.** Establish and maintain an official seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it, or in any other manner reproducing it.
- B. **Advisory Board.** A seven-member Advisory Board is hereby established, and its composition and powers and duties are as follows:
- 1. **Composition.** The initial membership of the Advisory Board shall be composed of those members of the Management Board appointed pursuant to the July 1, 2004 Agreement and whose terms have not expired as of June 30, 2018. The initial Advisory Board members shall continue to serve as members of the Advisory Board until their terms expire under their appointment (the "Holdover Term"). Thereafter, the Executive Board shall appoint each member to the Advisory Board as provided in subsection 3(B)(2), as each Holdover Term expires.
  - 2. **Appointments to the Advisory Board.** The Executive Board shall appoint persons to serve on the seven-member Advisory Board as follows:

    - a. **Qualifications.** Any person appointed to the Advisory Board shall have experience or expertise in the local tourism industry ("stakeholders").
    - b. **Terms and Term Limits.** Each appointment to the Advisory Board, other than to fill a vacancy during an appointee's term, shall be for a two-year term. No person may be appointed to more than four consecutive two-year terms in an appointed seat, exclusive of time served in the unexpired term of another.
    - c. **Filling a Vacancy.** The Executive Board may fill a vacancy according to procedures set forth within its duly adopted bylaws and procedures. An appointment to fill a vacancy arising during an unexpired appointee's term shall be only for the remainder of the unexpired term. In making appointments to the Advisory Board, the Executive Board shall ensure that the Advisory Board always contains at least three (3) County stakeholders and at least three (3) City stakeholders.

- d. **Holdover.** Any member of the Advisory Board whose term expires may continue to serve on the Advisory Board until a successor is appointed.
3. **Powers and Duties of the Advisory Board.** The Advisory Board has the following powers and duties:
    - a. **Meetings; Quorum; Voting.** The Advisory Board shall hold a regular meeting at least once every two months. Each meeting shall be conducted in compliance with the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et seq.*). Four members of the Advisory Board physically present at the meeting shall constitute a quorum. The Advisory Board shall act only by a majority vote of those members present and voting at a lawfully held meeting.
    - b. **Advisor to the Executive Board.** The Advisory Board shall serve as an advisor to the Executive Board. This duty includes, but is not limited to, making recommendations to the Executive Board pertaining to marketing strategies and performance measures and performance indicators.
    - c. **Reports.** Prepare and provide reports to the Executive Board pertaining to matters within the scope of Section 2 of this Agreement.
    - d. **Committees.** Establish committees to research and provide reports to the Advisory Board on issues pertaining to promoting the resources and advantages of the County, the City, and the region.
  - C. **Executive Director.** The position of Executive Director is hereby established. The powers and duties of the Executive Director are as follows:
    1. **Promotion.** Promote the resources and advantages of the County, the City, and the region pursuant to the terms and conditions of this Agreement, the Strategic Plan, and other policies and plans adopted by the Executive Board within the scope of Section 2 of this Agreement, subject to the following:
      - a. **Services Provided Until Executive Board Directs Otherwise.** Beginning July 1, 2018, and until the Executive Board directs otherwise, the Executive Director and the persons hired to provide services for the CACVB shall provide the services identified in **Attachment A**, incorporated by reference herein.
      - b. **Services Identified by the Executive Board to be Provided.** When the Executive Board identifies different or additional services to be provided by the CACVB, the Executive Director and the persons hired to provide services for the CACVB shall provide those services. The different or additional services may include, but are not limited to, expanding destination packages focusing on the arts, wineries, breweries, and distilleries; promoting heritage and cultural tourism and including this area's African-American heritage; promoting agritourism; promoting outdoor recreational tourism for activities such as hiking, bicycling, kayaking, and canoeing; and developing and promoting events and activities related to the arts, local resources, and local businesses.
    2. **Budgeting.** Recommend an annual budget to the Executive Board.
    3. **Contracting.** Execute contracts on behalf of the CACVB; perform the duties of purchasing officer on behalf of the Executive Committee, subject to compliance with Albemarle County procurement ordinances and procedures. The Executive Director shall procure all goods and

services in compliance with the County's procurement laws and procedures, or may delegate procurement responsibilities to the County's purchasing agent.

4. **Reports.** The Executive Director shall provide to the Executive Board any reports required by this Agreement or requested by the Executive Board.
5. **Distribute the Budget and Provide a Balance Sheet.** The Executive Director shall provide the CACVB's adopted annual budget to the County and the City and a balance sheet showing the CACVB's revenues and expenditures for the prior fiscal year and the fund balance, if any, from the prior fiscal year. The budget and the balance sheet shall be provided by December 31 each year.
6. **Employees.** The Executive Director shall recruit, hire, and manage persons to be employed to perform services for the CACVB, subject to Section 8 of this Agreement.

#### 4. **Funding the CACVB.**

The CACVB shall be funded as follows:

- A. **Funding Cycle.** The County and the City agree to fund the activities and responsibilities of the CACVB during each Fiscal Year (July 1 through June 30 of each calendar year) in which this Agreement remains in effect, beginning with the Parties' Fiscal Year 2019.
- B. **Funding Levels.** Subject to Subsection 4(F), the County and the City shall provide funding for the CACVB in each Fiscal Year in an amount equal to 30 percent of its Transient Occupancy Tax revenues collected by it in the most recent Fiscal Year ("Actuals"). This specified percentage and obligation is based on, and specifically limited to, a Transient Occupancy Tax of five percent in each locality. If either the County or the City enacts a Transient Occupancy Tax greater than five percent, that Party's funding obligation under the formula in this subsection is not changed by the increase in the tax rate for the Transient Occupancy Tax.
- C. **Payments to the Fiscal Agent.** Annual funding provided pursuant to Subsection 4(B) shall be delivered by the Party that is not the Fiscal Agent to the Party that is the Fiscal Agent in equal quarterly payments, payable on July 1, October 1, January 1, and April 1 each year, due upon receipt of an invoice from the Fiscal Agent.
- D. **Budget.** The budget prepared and recommended by the Executive Director, shall be presented to the Executive Board, and the recommended budget shall use the Actuals provided by the County and the City and referenced in Subsection 4(B), and any other revenue sources. Following receipt of a recommended budget from the Executive Director, the Executive Board shall take action to approve an annual budget, no later than May 1 each calendar year.
- E. **Documenting Costs.** All costs incurred and expenditures made by the CACVB in the performance of its obligations under this Agreement shall be supported by payrolls, time records, invoices, purchase orders, contracts, or vouchers, and other documentation satisfactory to the County and the City, evidencing in proper detail the nature and propriety of the costs. Records shall be maintained in accordance with Virginia law. Upon request by either the County or the City, the Executive Director shall allow City or County officials to inspect the documentation and records pertaining in whole or in part to this Agreement, or the Executive Director may, if acceptable to the requesting party, provide reports summarizing information within CACVB's records.
- F. **Appropriations.** Notwithstanding any other provisions of this Agreement, the County's and the City's obligation to fund the CACVB is expressly contingent upon the availability of public funds

derived from Transient Occupancy Tax revenues and the annual appropriations of those funds thereof by the Parties. The City's appropriations of funds for the promotion and advertisement of the City are and shall be further subject to the provisions of Section 21 of the City's Charter.

**5. Permitted and Prohibited Uses of Funds, Goods, and Services by the CACVB.**

The CACVB shall expend revenues and use its funds, goods, and services only as follows:

- A. Purposes for Which Tax Revenues May be Spent.** Revenues appropriated by the County and the City to the CACVB shall be expended only for the purposes for which their respective Transient Occupancy Tax revenues may be spent, as may be governed by state enabling legislation, the City's charter, and local ordinances.
- B. Prohibited Use of Funds, Goods, and Services for Political Purposes.** The CACVB shall not expend its funds, use its materials or property, or provide services, either directly or indirectly, for any partisan political activity, to further the election of, or to defeat, any candidate for public office.

**6. Duration of this Agreement; Termination.**

This Agreement shall be effective on July 1, 2018 and remain in effect until it is terminated by the Parties, or either of them, as follows:

- A. Termination by One Party.** Either the County or the City may terminate this Agreement by giving at least six months' written notice to the other Party.
- B. Termination by Mutual Agreement.** The County and the City may mutually agree to terminate this Agreement under any terms and conditions they agree to.
- C. Termination by Non-appropriation.** If either the County or the City fails to appropriate funds in the amount required to support its obligations under this Agreement for a subsequent fiscal year, then this Agreement shall automatically terminate at the end of the then-current fiscal year.

**7. Performance.**

The performance of the CACVB shall be measured as follows:

- A. Until New Performance Measures and Performance Indicators are Adopted.** From July 1, 2018, until the Executive Board adopts new performance measures and performance indicators, the CACVB shall:
  - 1. Return on Investment.** Meet a return on investment ratio of 7:1 annually that is based on seven dollars of total direct visitor expenditures for every one dollar of funding provided to the CACVB by the County and the City pursuant to the formula in Attachment A.
  - 2. Performance Measures.** Measure performance using the specific measures in Attachment A.
  - 3. Performance Indicators.** Track the performance indicators identified in Attachment A.
- B. Adopted Performance Measures and Performance Indicators.** When the Executive Board adopts a new required return on investment, new performance measures, and new requirements to track performance indicators, the CACVB shall meet and perform those new measures and requirements.



- C. **Audits.** The County and the City may, at their option, request an independent audit of the CACVB's books and records. The cost of the audit shall be shared equally by the County and the City.

8. **Fiscal Agent Designation; Services.**

The County and the City will provide the following fiscal services for the CACVB:

- A. **Fiscal Agent.** The City will continue to serve as Fiscal Agent for the CACVB through December 31, 2018. Effective January 1, 2019, the County shall serve as Fiscal Agent for the CACVB. The Fiscal Agent shall be entitled to a fee of two percent of the Actuals referenced in Section 4(B) as compensation for acting as Fiscal Agent. This fee may be deducted from the Fiscal Agent's funding contribution pursuant to Section 4 each year.
- B. **Insurance.** The County will provide liability insurance coverage to the CACVB.
- C. **Legal Services.** The City Attorney will continue to provide legal services to the CACVB through December 31, 2018. Commencing on January 1, 2019, the County Attorney shall provide legal services to the CACVB, provided that representation does not create a conflict of interest under any rules of professional responsibility or other ethical rules of conduct. In the event any such conflict arises, the County Attorney shall so advise the Executive Board, so that the Executive Board may make necessary arrangements to obtain legal services. If the County Attorney anticipates any such conflict(s), he shall advise the Executive Board prior to January 1, 2019.
- D. **Other Services.** The County shall act as the CACVB's accounting and disbursing office; provide personnel administration services; maintain personnel and payroll records; provide information technology services; provide procurement services and maintain purchasing accounts and monthly statements; and contract for annual audits. Personnel administration shall include the matters referenced in paragraph E, following below.
- E. **Personnel Administration.** The employment of the Executive Director and any other persons hired to perform services for the CACVB are subject to the following:
  - 1. **County Employees.** Any Executive Director or other person hired on or after July 1, 2018 to perform services for the CACVB shall be hired as an employee within the County's personnel and payroll systems.
    - a. **Transition of Employees Hired Prior to July 1, 2018.** Effective January 1, 2019, or as soon thereafter as the County and the City have created and funded an Employee Transition Plan, any person who was hired prior to July 1, 2018 to perform services for the CACVB shall be transitioned to become an employee of the County and shall be classified within the County's pay system and shall be paid in accordance with the County's payroll system and policies and its personnel policies. Until January 1, 2019, all such employees shall remain within the City's personnel/payroll system.
    - b. **Pay and Benefits for Transitioning Employees.** Within their Employee Transition Plan, the City and the County shall provide benefits and funding, as necessary to assure, to the fullest extent practicable, that no employee will lose pay or retirement benefits as a result of making the transition from City to County employment. With respect to retirement benefits, it is the intention of the Parties to keep each person transitioning from City to County employment whole, and to ensure that they neither lose retirement credit for time employed nor monetary contributions made to the City's retirement plan.
  - 2. **Duty Owed to Both the County and the City.** The Executive Director and any other persons hired to perform services for the CACVB owe a duty of good faith and trust to the CACVB

itself as well as to both the County and the City as the localities which provide public funding for the CACVB.

**F. Sooner Transfer of Fiscal Agency.** Notwithstanding the January 1, 2019 date for fiscal agency to transfer from the City to the County as provided in this section, fiscal agency may transfer sooner if the County and the City have created and funded the Employee Transition Plan as provided in subsections 8(E)(1)(a) and (b) and the County and the City are otherwise prepared for fiscal agency to transfer.

**9. Disposition of Property Upon Termination or Partial Termination.**

Upon the expiration or earlier termination of this Agreement, all personal property of the CACVB shall be and remain the joint property of the County and the City for disposition, and the proceeds of disposition shall be pro-rated between the County and the City in accordance with the ratio of the amounts provided by each of them to the CACVB: (i) as capital contributions since 1979; and (ii) as contributions of operating funds during the 10 years preceding the date of termination, as compared with the aggregated contributions of the County and the City during that same 10-year period.

**10. Liability.**

Any liability for damages to third parties arising out of or in connection with the operations and activities of the CACVB and any persons employed to provide services for the CACVB shall be shared jointly by the County and the City, to the extent that any liability is not covered by funding within the CACVB's budget or liability insurance proceeds, and only to the extent that the County and the City may be held liable for damages under the laws of the Commonwealth of Virginia.

**11. Miscellaneous.**

**A. Ownership of Materials; Copyright; Use.** Any materials, in any format, produced in whole or in part pursuant to this Agreement are subject to the following:

1. **Ownership.** The materials are jointly owned by the County and the City.
2. **Copyright.** The materials are copyrightable only by the County and the City. Neither the CACVB, the Executive Board, nor any of its members, the Advisory Board, nor any of its members, the Executive Director, any CACVB employee, nor any other person or entity, within the United States or elsewhere, may copyright any materials, in any format, produced in whole or in part pursuant to this Agreement.
3. **Use.** The County and the City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared by or for the CACVB pursuant to this Agreement.

**B. Amendments.** This Agreement may be amended in writing as mutually agreed by the County and the City.

**C. Assignment.** The CACVB shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County and the City.

- D. **Severability.** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect the validity or enforceability of any other part of this Agreement.
- E. **Entire Agreement.** This Agreement contains the entire agreement of the County and the City and supersedes any and all other prior or contemporaneous agreements or understandings, whether verbal or written, with respect to the matters that are the subject of this Agreement.
- F. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.
- G. **Approval Required.** This Agreement shall not become effective or binding upon the County and the City until it is approved by ordinances of the Charlottesville City Council and the Albemarle County Board of Supervisors.

**IN WITNESS WHEREOF**, and as authorized by duly adopted ordinances of the Albemarle County Board of Supervisors and the Charlottesville City Council, the County and the City each hereby execute this Agreement as of the date first above written, by and through their respective authorized agents or officials:

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_  
City Manager

Approved as to Form: \_\_\_\_\_  
City Attorney

**COUNTY OF ALBEMARLE, VIRGINIA**

By: \_\_\_\_\_  
County Executive

Approved as to Form: \_\_\_\_\_  
County Attorney

## Attachment A

### A. *Services*

*The CACVB shall perform the following services for the benefit of the County and the City in a satisfactory and proper manner, as they determine:*

1. **Meeting Booking and Sales.** The CACVB shall respond to inquiries, provide information to the public, and as part of its convention marketing efforts, shall aggressively promote the bookings and sales of sites within the City and the County for regional, national, and international conventions, trade shows, and corporate meetings.
2. **Convention Services.** The CACVB shall provide customary convention services to those clients who have booked their convention or meeting through the CACVB. All other conventions or meetings will be serviced on an availability basis. The particular services to be provided depend upon the agreement between the CACVB and the meeting planner at the time of booking and other requests, which may be made in the course of servicing the convention or meeting. Customary convention services may include but are not limited to the following:
  - a. Assistance in promoting attendance.
  - b. Visitors guides and appropriate literature.
  - c. Shuttle bus coordination.
  - d. Attraction and itinerary scheduling.
  - e. Dining and restaurant scheduling.
  - f. Bonded registration.
  - g. Tourism information tables.
3. **Tourism.** The CACVB shall promote tourism within the County and the City. Strategies may include but are not limited to: visitor information services; attendance at industry and travel/trade, consumer, planner, hotel and attraction conferences and meetings; and responses to phone inquiries, advertising, public relations, promotions, and packaging. The CACVB will oversee the operation and maintenance of at least one visitor center within the City and at least one visitor center in the County.
4. **Reports.** The CACVB shall advise the County and the City advised of its activities and accomplishments, and shall deliver the following reports:
  - a. The CACVB shall provide to the Parties an annual marketing/operational plan (“Marketing Plan”) submitted annually on or before December 31 each year, which includes at a minimum: situation analysis, measurable expected outcomes, data driven rationale for strategies, and budget reflecting strategies.
  - b. The CACVB shall provide to the Parties quarterly reports of the following: (i) program performance, including a comparison of the CACVB’s performance during the quarter with the performance goals set forth in sections B, C and D; and (ii) tracking report of the performance measures listed in section C; and (iii) an expenditures report, accounting for dollars spent for marketing, promotion, publicity, and advertisement, shown by category. The quarterly

performance reports shall be submitted to the Parties within 30 days after the end of each quarter that this Agreement is in effect.

- c. On or before September 1 each year, the CACVB shall provide to the Parties an annual report of the outcome of the contract performance measures for the previous year. The Parties will review the annual report no later than October 1 and determine compliance with the return on investment. The Parties will provide these findings to the CACVB.
- d. When requested by either or both Parties, the CACVB shall provide statements, records, reports, data, and any other information, pertaining to matters covered by this Agreement.

***B. Calculating “Direct Visitor Expenditures”***

The term “direct visitor expenditures” shall refer to the following sum:

**Group room revenue** \_\_\_\_\_

[(*Group Room Nights Booked*) x (*ADR\**)]

plus

[(# of delegates/visitors) x (# days spent in City/County) x (*ADE\*\**)] \$ \_\_\_\_\_

**Leisure inquiries (consumer and trade)**

[ (*room nights generated*) x (*ADR\**) ]

plus

(# of visitors) x (# days spent in City/County) x (*ADE\*\**) \$ \_\_\_\_\_

**Direct Visitor Expenditures** \_\_\_\_\_ \$

*Off Season Adjustment*

Add 20% to direct expenditures in off-season (off-season shall be November,

December, January and February of each year). \$ \_\_\_\_\_

**Total Direct Visitor Expenditures** \_\_\_\_\_ \$

\***ADR** = Average Daily Rate (calculated annually by CACVB based on research)

\*\***ADE** = Average Daily Expenditure (excluding room rate) (calculated annually by CACVB, based on research, excluding room rate)

*C. Performance Measures*

Performance Measures shall be utilized to indicate the performance of the CACVB. These measures will be used to calculate the total economic expenditure for inclusion in the formula set forth within paragraph A, above:

<b>Performance Measures</b>	<b>Tracking Mechanisms</b>	<b>Target</b>
1. ROI (total direct expenditures ÷ \$ invested)	ROI Formula	7:1
2. Room nights booked for meeting groups	CACVB tracking, Through Sales Department Software programs	Determined by CACVB via marketing plan  Supported by research/rationale
3. Group tour definite bookings	<b>CACVB tracking</b>	Determined by CACVB via marketing plan
4. Leisure inquiries converted (consumer and trade)	Conversion Analysis	Supported by research/rationale
5. Destination awareness (trade and consumer)	Contract with outside resource	research/rationale
6. Coop Resources Raised (in kind, marketing, alliances)	<b>CACVB tracking</b>	Equal to 25% of total marketing budget
7. Media Coverage (scope, demographics, reach)	<b>Clipping Service</b>	Determined by CACVB
8. Overhead expenditures*	<b>CACVB budget</b>	Reduce by 5% annually toward goal of <30% of total budget

*\*calculations include Finance and Administrative divisions plus support costs for the Executive division*

**D. Performance Indicators**

CACVB will track certain performance indicators to monitor the performance of the local tourism industry, using the method described below.

<b>Performance Indicators</b>	<b>Tracking Mechanisms</b>
1. Economic Impact of Tourism (Annual basis)	<b>Visitor Profile and VTC Statistics</b>
2. Transient Occupancy Tax Collections	City and County Records
3. Occupancy	Smith Travel Research Reports
4. ADR	Smith Travel Research Reports
5. Length of Stay (Annual basis)	Visitor Profile
6. Per-Person expenditure (Annual basis)	Visitor Profile
7. Attraction Attendance	Compilation from Industry Records

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