



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.)

Hill/Galvin 5-0

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 (2nd of 2 readings)

c. **APPROPRIATION:**

Supplemental funding from Charlottesville City Schools for the Charlottesville High School Fieldhouse Renovation Project – \$121,775.00 (2nd of 2 readings)

d. **APPROPRIATION:**

Grant for Construction of Rugby Avenue Trail – \$396,450 (2nd of 2 readings)

e. **APPROPRIATION:**

Fire Equipment Overpayment Reimbursement – \$18,712.50 (2nd of 2 readings)

f. **APPROPRIATION:**

Charlottesville Affordable Housing Fund for repayment of Substantial Rehab loan – \$24,000.00 (2nd of 2 readings)

g. **APPROPRIATION:**

Charlottesville Affordable Housing Fund for repayment of Substantial Rehab loan – \$30,113.28 (1st 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 (1st of 2 readings)

i. **APPROPRIATION:**

2018-2019 Community Development Block Grant – \$409,708.49 (1st of 2 readings)

j. **APPROPRIATION:**

2018-2019 HOME Funds – \$125,966.49 (1st of 2 readings)

k. **APPROPRIATION:**

Virginia Department of Education Special Nutrition Program Summer Food Service Program – \$90,000 (1st of 2 readings)

l. **APPROPRIATION:**

Human Services Fund Balance for FY 2018 Expenses – \$500,000 (1st of 2 readings)

m. **RESOLUTION:**

LEAP Program Support Agreement (1st of 1 reading)

n. **RESOLUTION:**

Identifying "Authorized Official" for Medicare Applications Related to EMS Billing (1st of 1 reading)

o. **RESOLUTION:**

RSWA/Albemarle County/City Local Government Support Agreement for Recycling Programs (1st of 1 reading)

p. **ORDINANCE:**

Close portion of Alley off Dice Street (2nd of 2 readings)

q. **ORDINANCE:**

Establishing FY 2019 Utility Rates (2nd of 2 readings)

2. PUBLIC HEARING / ORDINANCE*:

Easement to Century Link at Sugar Hollow Reservoir (1st of 2 readings)

Hill/Galvin Carried

3. PUBLIC HEARING / RESOLUTION*:

LEAP Lease Renewal at 608 Ridge Street (1st of 1 reading)

Galvin/ Hill Passed 5-0

4. REPORT:

Housing Needs Assessment & Bonus Height/Affordable Housing Financial Analysis

5. REPORT:

SPCA Annual Report

6. RESOLUTION*:

Fund Transfer from CIP Contingency Account to Covenant School Sidewalk Project Account – \$325,000 (1st of 1 reading)

Galvin/ Hill Passed 5-0

7. ORDINANCE*:

Charlottesville-Albemarle Convention and Visitors' Bureau Agreement
(1st of 2 readings)
Signer/ Galvin passed 5-0; 2nd reading waived

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.

**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

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
--------------	-----------	-------------	---------------------

Expenditures

\$121,775.00	Fund: 426	WBS: SH-018	G/L Account: 599999
--------------	-----------	-------------	---------------------

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.

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

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
-------------	-----------	-----------------	------------------

Expenditures:

\$24,000.00	Fund: 426	Project: CP-084	G/L Code: 599999
-------------	-----------	-----------------	------------------

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: _____

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.

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

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

WHEREAS, Bethel Church of God in Christ, owner of properties at 621 Dice Street and 315 7th Street, S.W., and Ms. Rosemaria Bell, owner of property at 313 7th 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.

**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	\$8.2781	<u>\$8.3944</u>
Next 3,000 cubic feet, per 1,000 cubic feet	\$7.7814	<u>\$7.8907</u>
Next 144,000 cubic feet, per 1,000 cubic feet	\$6.9536	<u>\$7.0513</u>
All over 150,000 cubic feet, per 1,000 cubic feet	\$6.7880	<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.

**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 1st 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: _____

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

**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.

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:

Performance Measures	Tracking Mechanisms	Target
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	CACVB tracking	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)	CACVB tracking	Equal to 25% of total marketing budget
7. Media Coverage (scope, demographics, reach)	Clipping Service	Determined by CACVB
8. Overhead expenditures*	CACVB budget	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.

Performance Indicators	Tracking Mechanisms
1. Economic Impact of Tourism (Annual basis)	Visitor Profile and VTC Statistics
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