

**CITY COUNCIL AGENDA**  
**Monday, July 1, 2019**



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

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

**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**  
**ANNOUNCEMENTS**  
**PROCLAMATIONS**

Introduction of newly appointed General Registrar, Melissa Morton  
Equal Justice Initiative – John Henry James Day

**1. CONSENT AGENDA\*** (Items removed from consent agenda will be considered at the end of the regular agenda)

**5-0 (HILL/BELLAMY) – Items “1.l” and “1.m” pulled for separate vote**

- a. MINUTES: *in progress*
- b. APPROPRIATION: Highway Safety Improvement Program – Appropriation of funds for Pedestrian Connections within Hillcrest/Birdwood Neighborhood - \$708,932 (2<sup>nd</sup> of 2 readings)
- c. APPROPRIATION: Virginia Department of Education Special Nutrition Program Summer Food Service Program - \$100,000 (2<sup>nd</sup> of 2 readings)
- d. APPROPRIATION: Study of Disproportionate Minority Contact in the Adult Criminal Justice System - \$55,400 (1<sup>st</sup> of 2 readings)
- e. APPROPRIATION: Charlottesville Student Victim Outreach Program Department of Criminal Justice Services Victim of Crimes Act Grant - \$245,428 (1<sup>st</sup> of 2 readings)
- f. APPROPRIATION: Virginia Department of Transportation Grants for Water Street Trail - \$115,257 (1<sup>st</sup> of 2 readings)
- g. RESOLUTION: Regional Transit Partnership Memorandum of Understanding (1<sup>st</sup> of 1 reading)
- h. RESOLUTION: Adopting a New Greenhouse Gas Reduction Goal (1st of 1 reading)
- i. RESOLUTION: Accepting Hillsdale Drive Project into the City Street System for Maintenance (1st of 1 reading)
- j. RESOLUTION: Virginia Department of Transportation Revenue sharing (1st of 1 reading)
- k. RESOLUTION: Agreement for Shared Staffing at Circuit Court – City of Charlottesville, Albemarle and Green Counties (1<sup>st</sup> of 1 reading)
- l. RESOLUTION: Capital Funding Transfer for the Purchase and Installation of City Hall Security Cameras \$26,000 (1<sup>st</sup> of 1 reading) **3-2 (HILL/BELLAMY; Walker and Bellamy against)**
- m. ORDINANCE: Amending and Re-enacting City Code Chapter 18, Article III – Special events (1st of 2 readings) **3-2 (HILL/BELLAMY; Walker and Bellamy against)**
- n. ORDINANCE: Renewing Lumos Networks Inc. - Telecommunications Franchise (1<sup>st</sup> of 2 readings)
- o. REPORT: Water Resources Protection Program Advisory Committee Annual Report (written report only)
- p. REPORT: Rivanna Water Services Authority Quarterly Update to Council (written report only)

**CITY MANAGER RESPONSE TO COMMUNITY MATTERS (FROM PREVIOUS MEETINGS)**

**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.

**Regular Agenda AMENDED to add after Agenda Item #11 discussion of APPROPRIATION of \$468,000 to City Schools - 5-0 (HILL/BELLAMY)**

- 2. PUBLIC HEARING/ ORDINANCE:** 750 Hinton Ave rezoning (1<sup>st</sup> of 2 readings)
- 3. PUBLIC HEARING/ ORDINANCES/ RESOLUTION:** Flint Hill Planned Unit Development  
(1) Request for Waiver of Street Closing Policy  
(2) Public hearing: proposed vacation of Keene Court and a portion of Flint Drive  
(3) Consideration of an Ordinance granting the vacation of Keene Court and a portion of Flint Drive (1st of 2 readings)  
(4) Consideration of an Ordinance granting a rezoning to allow development of the Flint Hill Planned Unit Development (1st of 2 readings)  
(5) Consideration of a Resolution granting a Critical Slope Waiver to allow development of the Flint Hill Planned Unit Development (1st of 2 readings)
- 4. PUBLIC HEARING/ ORDINANCE:** 209 Maury Avenue rezoning (1st of 2 readings)
- 5. ORDINANCE\*:** Amend Section 2-6 of the Charlottesville City Code – City holidays (2<sup>nd</sup> of 2 Readings)  
- Eliminate April 13 (Thomas Jefferson’s birthday) as an official City Holiday **4-1 (BELLAMY/HILL; Galvin against)**  
- Establish March 3 as an official City Holiday (Freedom & Liberation Day) **5-0 (BELLAMY/HILL)**
- RESOLUTION\*:** Authorize the City Manager to amend the City’s personnel policies and regulations to provide a floating holiday for City employees **5-0 (HILL/GALVIN)**
- 6. RESOLUTION\*:** Minority Business Task Force update (1st of 1 reading) **5-0 (HILL/BELLAMY)**
- 7. RESOLUTION\*:** Racial Engagement and Equity Funds for Minority Business Program -\$35,300 (1<sup>st</sup> of 1 reading) **5-0 (GALVIN/BELLAMY)**
- 8. RESOLUTION\*:** ~~915 6th Street SE Critical Slope waiver (1st of 1 reading)~~  
*[Item pulled at the request of applicant]*
- 9. REPORT:** HomeStay Taxation/Regulation and AirBnB
- 10. REPORT:** Jefferson Area Bike and Pedestrian Plan update
- 11. REPORT:** Vinegar Hill Parks/Slave Auction Block update
- 12. APPROPRIATION:** APPROPRIATION of \$468,000 to City Schools for hiring of teachers for push-in gifted program (1<sup>st</sup> of 2 readings)  
**(Item Added per Agenda Amendment)**

**OTHER BUSINESS**

**MATTERS BY THE PUBLIC**

\*ACTION NEEDED

**APPROPRIATION**

**Highway Safety Improvement Program funds for Pedestrian Connections within Hillcrest/Birdwood Neighborhood - \$708,932**

**WHEREAS**, a total of \$694,753 in state funds for the Highway Safety Improvement Program requires appropriation; and

**WHEREAS**, \$14,179 in previously appropriated City funds require transfer to this project;

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

**Revenues**

**\$ 694,753**      Fund: 426                      WBS: P-00694                      G/L Account: 430080

**Expenditures**

**\$ 694,753**      Fund: 426                      WBS: P-00694                      G/L Account: 599999

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

**Transfer From**

**\$ 14,179**      Fund: 427                      WBS: P-00212                      G/L Account: 561425

**Transfer To**

Revenue

**\$ 14,179**      Fund: 426                      WBS: P-00694                      G/L Account: 498010

Expense

**\$ 14,179**      Fund: 426                      WBS: P-00694                      G/L Account: 599999

**APPROPRIATION**

**Virginia Department of Education Special Nutrition Program  
Summer Food Service Program  
\$100,000**

**WHEREAS**, the City of Charlottesville, through Parks and Recreation, has received approval for reimbursement up to \$100,000 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 17, 2019 through October 31, 2019.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, which the sum of \$100,000, received from the Virginia Department of Education Special Nutrition Program, is hereby appropriated in the following manner:

**Revenue – \$100,000**

Fund: 209                      Internal Order: 1900334                      G/L Account: 430120

**Expenditures - \$100,000**

Fund: 209                      Internal Order: 1900334                      G/L Account: 530670

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$100,000 from the Virginia Department of Education Special Nutrition Program.

## **RESOLUTION**

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

**Regional Transit Partnership Memorandum of Understanding for Joint Transit Service**

INTERGOVERNMENTAL  
MEMORANDUM OF UNDERSTANDING

Between

Albemarle County and the City of Charlottesville

July 1, 2019 – June 30, 2020

WHEREAS, the City of Charlottesville (City) and Albemarle County (County), Virginia have historically cooperated in providing public transit services through a department of the City, Charlottesville Area Transit (CAT), serving all of the City of Charlottesville and portions of Albemarle County; and

WHEREAS, the City of Charlottesville on behalf of Charlottesville Area Transit receives ongoing Virginia Department of Rail and Public Transportation (DRPT) and Federal Transit Administration (FTA) grant money for the operation and capital improvements of CAT; and

WHEREAS, both the City of Charlottesville and County of Albemarle (collectively, the Parties) desire that the collaboratively operated service of CAT continues in both jurisdictions; and

WHEREAS, both the City of Charlottesville and County of Albemarle on October 30, 2017 entered into a Memorandum of Understanding with the Charlottesville Albemarle Metropolitan Planning Organization, the Thomas Jefferson Planning District Commission and JAUNT, Inc., creating the Regional Transit Partnership (RTP) to advise and recommend to the parties improved efforts for regional transit cooperation; and

WHEREAS, a written understanding between the City and County was recommended by the RTP to communicate and implement each party's roles and responsibilities toward shared public transit service; and

WHEREAS, this Memorandum of Understanding is not intended to be an agreement for Purchase of Service.

NOW, THEREFORE, this Memorandum of Understanding is entered between the City and County for the purpose of budgeting, funding, operating and planning for public transit services within Albemarle County, Virginia by Charlottesville Area Transit for the time period of July 1, 2019 through June 30, 2020.

Accordingly, the City and County understand as follows:

**I. TERM**

This Memorandum of Understanding is effective upon signature by all representatives for both parties and shall remain in full force and effect until June 30, 2020, or until canceled

pursuant to the provisions of Section VIII below; provided however that the terms of this MOU are subject to written amendment pursuant to Section X.

## **II. OPERATIONS AND SERVICES**

- A. Operations. The Parties agree to continue operations of CAT providing ongoing public transit service within the City of Charlottesville and County of Albemarle. The CAT operating year begins on July 1 and ends on June 30 of the following year.
- B. Services. All transit services will be provided in vehicles open to the general public without discrimination.

The Parties agree to the bus routes and timetables for the various routes as set forth in Attachment A to this agreement.

The Parties agree to make best efforts to mutually develop routes, timetables and headways on or before January 1 of each year for the following fiscal year services, if the Parties anticipate renewing this MOU for the subsequent period.

The routes and timetables in Attachment A may be amended from time to time by mutual written agreement between the City and County. To the extent that such changes impact cost for services, the City and County will include the proper adjustment of those costs in the written amendment.

Emergency temporary changes and deviations of routes due to weather, sports events, concerts, community events or similar unexpected one-time occurrences are not subject to written amendment. Verbal or electronic notice to Albemarle County will be provided within a reasonable time period.

CAT will provide marketing and advertising services equitably between City and County routes. Marketing and advertising services should be provided systematically and not specific to any particular route unless specifically identified in the operating budget for that specific route or specific service.

All annual budgets, agreements, agreement amendments, route and timetable changes shall be presented to the Regional Transit Partnership for their review.

## **III. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS**

CAT has the sole responsibility for ensuring compliance with applicable federal and state laws, rules and regulations.

CAT, City and County will cooperate to develop a regional urban transit agency strategic plan that includes the development of regional operational strategic plans for transit agencies pursuant to Virginia Code Section 33.2-286.

Any charter use of any system vehicles used in the course of implementing services is subject to agreement of the parties and applicable FTA guidelines.

#### **IV. FINANCIAL / EQUIPMENT COMMITMENTS**

The Parties are obligated to the financial commitments for CAT as indicated in Attachment "B", Financial Detail Sheet.

##### **A. Albemarle County.**

1. The County shall pay an annual amount for public transit services provided during the period of July 1, 2019 through June 30, 2020 as set forth in Attachment "B" to this agreement.

Payments shall be from the County to the City on the following intervals:

Equal quarterly payments are due in July, October, January and April.

The actual fiscal year public transit services funding as stated in Section (IV) (A)(1) to be provided by the County to the City will be determined based upon the actual City approved budget and actual approved state and federal grants for operational expenses for the upcoming fiscal year.

2. County contributions are for operating services only. No contributions by the County create ownership by the County of any City or CAT capital stock, land, buildings or equipment.

##### **B. City of Charlottesville.**

1. The City will provide a draft budget to the County and RTP upon submission by the City Manager to the City Council.
2. The City will maintain a CAT fund account as part of the City budget.
3. The City will account for all funds received from the County pursuant to this agreement, and revenues generated by the CAT operations accounts. In the event that the County chooses to terminate this MOU, the City will prorate any and all related year-to-date operating expenses and reimburse the County any funds paid by the County up to the service termination date. In the event these related operating expenses exceed payments received from the County at the time of service termination, the City shall invoice the County within 30 days of service termination, for payment of utilized but unpaid hours of service. The City will retain all other operational and capital purchase reserve amounts in the CAT account, not otherwise owed to the County under this agreement. Those funds shall be utilized for the ongoing operation of the transit service.
4. The City, shall apply for federal and state grants for CAT when mutually beneficial to the system. Any grant applications which, if awarded, would commit County resources shall be reviewed by the Regional Transit Partnership and approved by the



Albemarle County Executive prior to the submission of the grant application to the sponsor or funding agency.

5. The City shall carry insurance coverages with written proof of coverage meeting the following minimum amounts:
  - a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$100,000. This policy shall list Virginia as a covered state.
  - c. General Liability - \$1,000,000 per occurrence. General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, products and completed operations coverage and public official's liability coverage.
  - d. Automobile Liability - \$1,000,000 per occurrence.
  - e. Excess Liability Coverage - \$3,000,000 per occurrence. The excess liability coverage policy will be written on an occurrence basis and shall follow form, without exclusions, to the underlying Commercial General Liability and Auto Liability coverages.

All insurance coverage:

- a. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia or other qualified proof of self-insurance as confirmed and approved by the Commonwealth of Virginia;
  - b. shall be kept in force throughout performance of services;
  - c. shall be an occurrence-based policy;
  - d. shall include completed operations coverage;
  - e. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance.
  - f. A certificate of insurance will be provided by the City to the County's Office of Risk Management prior to the commencement of the operation of a transit vehicle. The premium for this insurance will be paid out of the transit account maintained by the City. All policies should name the County and its officers, employees, and volunteers as additional insureds on a primary and non-contributory basis. All insurance policies must also include a waiver of subrogation in favor of the County of Albemarle.
6. The City agrees that any excess funding paid by the County for operations will be accounted for as a percentage of contribution and the parties will mutually agree upon how the funds will be identified for use such as crediting them as matching funds or operational credit. Excess funding is defined as the actual budget dollars.
  7. The City agrees to contribute the amount of funding necessary for normal operations to achieve and maintain the level of service established in Attachment "A" above any portion that County will pay. In the event of an extreme and

unexpected economic situation as determined by the City, i.e., significant increase in fuel expense, both the County and the City agree to mutually determine how to resolve the resulting funding requirement.

## **V. OTHER COMMITMENTS AND GOALS**

The parties are obligated to the financial commitments for CAT as indicated in Attachment "B".

### **A. Albemarle County**

1. The County agrees to participate in the Regional Transit Partnership.
2. The County agrees to immediately notify the City of any staffing changes of executive officials of the County that that would affect operations, management or administration of this MOU and joint transit services.

### **B. City of Charlottesville**

1. The City shall operate CAT in accordance with the terms, conditions and spirit of this MOU, including any properly executed amendments or other modifications mutually agreed upon in writing by both parties.
2. All CAT personnel will be employees of the City, and it is the City's responsibility to ensure that personnel who drive buses are properly licensed and trained.
3. The City will maintain all buses according to best practices to ensure that they are fully operational, safe, clean and well-kept, and the City will use its best efforts to ensure that buses display accurate information on the marquee of each bus.
4. The City agrees to jointly communicate with the County of any proposed route or schedule changes to its citizens, visitors and businesses.
5. The City agrees to participate in the Regional Transit Partnership.
6. The City agrees to immediately notify the County of any staffing changes of executive officials of the City (CAT) that that would affect operations, management or administration of this MOU and joint transit services.
7. The City agrees to provide reasonable accommodations of use at the Downtown Transit Station for public transit service of JAUNT and any other public transit service providing such services are pursuant to a contract with the County.

## **VI. ADMINISTRATION**

- A. Responsibilities. Except as otherwise provided in this MOU, the City shall have the sole responsibility for the overall implementation, operations, and management of CAT. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this agreement must be approved in writing by the County. The City

will provide operations information of ridership, fare revenues, expenses, routes, and general operational data to the County. All matters related to this agreement and the operation of the transit system shall be communicated to the County Executive with copy to the Regional Transit Partnership.

- B. Audit and Record Keeping. The County shall have the right, upon reasonable notice, to audit the records of the City and CAT as they pertain to these public transit services, including relevant computer files. The City agrees to provide the County with a copy of any audit initiated by an outside agency which includes any aspect of the City's public transit service operations, equipment or facilities.

The Regional Transit Partnership shall be responsible for annual auditing of the revenue hours, County percentage of operations, County service hours, approved budgets and awarded grant amounts.

- C. Reports. The City shall provide the following reports to the Regional Transit Partnership:

1. Ridership Report: The City shall electronically provide a monthly summary of ridership in a spreadsheet format. Additionally, the Regional Transit Partnership shall have access upon reasonable request to the daily ridership route logs.
2. Exception Reports: The City shall deliver a summary report indicating any run on a scheduled route that was not started or completed detailing the reason for the cancellation, or early termination of the run on the route, within five (5) business days of the occurrence. Early/late runs are not subject to this report.
3. Financial Reports: The City shall provide an annual budget report to the County showing the revenues and expenses for CAT including line item detail of the Capital Equipment Reserve Account and the CAT fund account.

- D. Meetings. The parties shall participate in regular Regional Transit Partnership meetings to discuss ridership trends, potential route modifications, operational matters, identify opportunities for efficiencies, and such other matters as the parties agree. Additionally, the parties agree to have at least one meeting between June 1 and September 1 of each calendar year to develop its budgetary priorities to communicate to the County and the City.

Upon submission of a recommended annual budget to the City of Charlottesville by the City Manager and to the Albemarle County Board of Supervisors by the County Executive, the RTP shall review the recommended CAT and public transit service budget for possible recommendations to the Charlottesville City Council and the Albemarle County Board of Supervisors.

## **VII. OVERSIGHT**

- A. Regional Transit Partnership. The Regional Transit Partnership has been established as an advisory board that provides recommendations to City, County, Public Transit Operators and other stakeholders, such as the University of Virginia (UVA). The Partnership shall not have any inherent decision-making powers and does not supersede management over the Public Transit Operators.

Changes to multi-jurisdictional routes, bus stops outside of the City of Charlottesville, substantial rider or service policies shall be submitted to the RTP for their review and recommendations to the governing bodies.

- B. Transit Director. The City's Transit Director shall apprise the RTP of all matters pertaining to CAT and will recommend to the RTP those actions and policies believed necessary for the efficient operation of CAT. The Transit Director shall receive advisory direction from the RTP but is ultimately a City employee responsible to the City and they will be governed by City administrative, financial, and personnel policies.

The Transit Director shall serve as the RTP's contact and staff representative for CAT operations and shall provide the RTP with the following information monthly, or upon request:

1. monthly operations reports of relevant operational activities of CAT; (narrative of activities occurring such as staffing/driver concerns, fuel cost projections, upcoming construction detours, site issues, etc.)
2. ridership data for all routes;
3. revenue/expenditure reports;
4. citizen complaints and suggestions;
5. Citizen Advisory Committee updates; ;
6. new service requests;
7. grant requests;
8. long-range planning; and
9. capital improvement programs.

## **VIII. TERMINATION / EXTENSION**

This MOU may be terminated by either party upon 120 days written notice.

Upon termination:

1. The City will reimburse the County any funds paid by the County during the year in which the termination occurred which had not yet been obligated.
2. Upon any reduction or elimination of grant funding for CAT by the DRPT or by the FTA, neither party to this MOU shall be required to provide funding to maintain operations and services. This event will be considered a Special Exception allowing the early termination of this MOU, if the MOU cannot be modified, by the written agreement of both parties to continue operations without the grant funds at issue.

This MOU will automatically renew for a one (1) year term, for a maximum of four one-year renewal terms, unless either party provides notice to the other of its intent to terminate this agreement not less than one hundred twenty (120) days before the end of the then current MOU term. Such renewal is terminated upon the execution of a new or amended MOU.

#### **IX. LIABILITY AND INDEMNIFICATION**

To the fullest extent allowed by law, the City of Charlottesville will and does hereby agree to protect and defend, hold harmless and indemnify Albemarle County and its respective affiliated enterprises, officers, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses and other claims of any nature, kind or description by any entity or person resulting from the operation of Charlottesville Area Transit under the performance of this agreement through the procurement of and coverages offered by general liability insurance, public official liability, automobile and bus, worker's compensation, excess liability insurance coverage, and any other insurance endorsements that serve to protect the City of Charlottesville.

#### **X. RENEGOTIATION**

Both parties agree to meet, review and consider changes that could be caused by grant funding changes, service level changes, ridership, and efficiencies including any potential amendments of this MOU. All such changes or amendments to this MOU must be in writing and be signed by the authorized representatives of the parties.

#### **XI. Non-appropriation**

The obligation of the County to appropriate funds to the City as provided in this agreement is subject to, and dependent upon, appropriations being made from time to time by the County's Board of Supervisors. Under no circumstances shall this agreement be construed to establish an irrevocable obligation on the County to contribute the funds. The obligation of the City to appropriate funds as provided in this Agreement is subject to, and dependent upon, appropriations being made from time to time by the Charlottesville City Council. Under no circumstances shall this Agreement be construed to establish an irrevocable obligation on the City to contribute the funds.

**XIII. Entire Memorandum of Understanding.**

This MOU states all covenants, promises, agreements, conditions, and understandings between the County and the City regarding the County's contribution of funds to the City for public transit services.

**XIV. Amendments**

In addition to renegotiating certain changes identified in Section X, this MOU may be amended by a mutual written amendment signed by the authorized representatives of the parties.

**XV. NOTICE TO PARTIES**

Any notice, consent or other communication ("Notice") required or permitted under this MOU shall be in writing and either delivered in person, sent by electronic mail (e-mail), deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

**If to the City:**

City of Charlottesville  
Charlottesville Area Transit  
Attn: Transit Director  
615 East Water Street  
Charlottesville, VA 22902

**and to:**

City of Charlottesville  
City Manager  
PO Box 911  
Charlottesville, VA 22902

**If to the County:**

Albemarle County  
Attn: County Executive  
401 McIntire Road  
Charlottesville, VA 22902

and to:

Albemarle County  
Attn: Director of Community Development  
401 McIntire Road  
Charlottesville, VA 22902

Correspondence should be copied to:  
Thomas Jefferson Planning District Commission  
Regional Transit Partnership  
Executive Director  
401 East Water Street  
Charlottesville, VA 22902

IN WITNESS WHEREOF, all concerned parties have executed this Memorandum of Understanding on the \_\_\_\_\_ day of \_\_\_\_\_, 2019:

Signatures:

\_\_\_\_\_ WITNESS BY \_\_\_\_\_

DATE \_\_\_\_\_

Ned Gallaway,  
Chair  
County of Albemarle Board of Supervisors

\_\_\_\_\_ WITNESS BY \_\_\_\_\_

DATE \_\_\_\_\_

Nikuyah Walker,  
Mayor  
City of Charlottesville, and on behalf of the Charlottesville Transit Service

**RESOLUTION**  
**ESTABLISHING A NEW GREENHOUSE GAS (GHG) REDUCTION GOAL**

**WHEREAS**, the weight of scientific evidence and scientific consensus indicates that greenhouse gas emissions from human activities is driving climate change, especially the combustion of fossil fuels that create greenhouse gases; and

**WHEREAS**, climate change has been widely recognized by government, business, academic, and other community leaders as a worldwide threat with the potential to harm our economy, safety, public health, and quality of life; and

**WHEREAS**, the City of Charlottesville resolved in June 2017 to stand with cities and other public and private sector partners throughout the world to advance action in accordance with the with the goals outlined in the Paris Agreement, the first global commitment to fight climate change; and

**WHEREAS**, the City of Charlottesville adopted a Statement of Economic Principles in September 2017 that supports growing a wide array of local industry sectors, the availability of excellent affordable housing, a globally competitive workforce, redevelopment that produces local jobs and affordable housing, builds upon Charlottesville's commitment to sustainability, and promotes active partnerships at the regional level; and

**WHEREAS**, the City of Charlottesville is currently in Phase 2 of implementing its Global Covenant of Mayors for Climate and Energy commitment which requires a new reduction goal to be adopted, and will develop a Climate Action Plan in Phase 3; and

**WHEREAS**, the City of Charlottesville has been involved in and continues to explore a variety of important actions to reduce greenhouse gas emissions in our community; and

**WHEREAS**, 90% of Charlottesville's carbon emissions profile is attributed to residential, commercial, and transportation sector activities; and

**WHEREAS**, initial costs for energy efficiency and renewable energy measures can pose a barrier for residential, commercial, and non-profit property owners and slow adoption of low carbon actions despite many such installations resulting in net-cost savings over their lifetime; and

**WHEREAS**, the private financial sector has access to resources that local government does not and that can aid in increased investment in energy performance of buildings in Charlottesville; and,

**WHEREAS**, the affordability of housing is affected by the cost of the housing unit and the cost of powering the home, known as the energy burden; and

**WHEREAS**, improvements in building energy performance through energy efficiency and renewable energy installations can reduce the energy burden cost for the building occupants and, in many cases, improve the comfort and quality of life of the building occupants; and

**WHEREAS**, local investment in energy improvements for buildings and low carbon strategies requires a skilled local workforce and supports local businesses and industries that are



seeing national and global growth, and enables partnerships such as those seen in the GO Solar program.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the City of Charlottesville adopts the goal of 45% reduction in community-wide greenhouse gas emissions by 2030 target from its 2011 inventory year, and the goal of carbon neutrality by 2050; and, develops a Climate Action Plan pursuant to this goal and that includes the following aspects:

- Front Load Reductions – pursue steeper reductions in the near term
- Identify of Sub-Goals by Sector and by Strategy in the Climate Action Plan
- Address Equity Specifically in Goals and the Climate Action Plan
- Identify Measurement Frequency & Accountability Mechanisms
- Addresses Funding and Financing Options to Enable and Support Private Sector Action

**RESOLUTION**  
**ACCEPTING HILLSDALE DRIVE PROJECT**  
**INTO THE CITY STREET SYSTEM FOR MAINTENANCE**

WHEREAS, the new portions of Hillsdale Drive have been completed by Fielder's Choice Enterprises, LLC;

WHEREAS, the subject roadway has been built to the specifications and standards required by the city approved plan;

WHEREAS, City staff and Whitman, Requardt & Associates, LLP on behalf of the City have inspected the roadway and recommends acceptance into its street system for maintenance; now, therefore

BE IT RESOLVED, by the Council of the City of Charlottesville, Virginia, on recommendation of the City Engineer, that the new street portions of Hillsdale Drive as shown on the attached drawing, are hereby accepted into the City street system for maintenance.

- 1) add 1.71 moving lane miles to Hillsdale Drive from the northern City/County line to the former dead-end section of previously constructed Hillsdale Drive off of Hydraulic Road.
- 2) remove 0.32 moving lane miles from Line Drive between Zan Road and Indian Road.
- 3) remove 0.22 moving lane miles from Zan Road between Line Drive and Seminole Court.

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

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**RESOLUTION**

**PETITIONING THE DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE  
PAYMENTS FOR HILLSDALE DRIVE IN THE URBAN MAINTENANCE  
INVENTORY SYSTEM**

WHEREAS, pursuant to the provisions of Virginia Code Section 33.2-319, the Virginia Department of Transportation makes payments to municipalities for the maintenance of qualifying highways; and

WHEREAS, Virginia Department of Transportation procedures require that municipalities requesting lane mileage additions and deletions for payments under § 33.2-219 submit Form U-1, "Request for Street Additions, Deletions or Conversions for Municipal Assistance Street Payments," as approved by the municipality's governing body;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

1. That the City of Charlottesville hereby petitions the Virginia Department of Transportation to accept (or delete) those streets listed on Form U-1 for street maintenance payments; a copy of said Form U-1 being attached hereto and made a part of this resolution.
2. That Form U-1 and accompanying maps, and a copy of this resolution, shall be transmitted to the Resident Engineer of the Virginia Department of Transportation.
3. That this resolution shall be in full force and effect upon its passage.

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

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Appendix B  
Form U-1 (rev. 7-1-17)

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

MUNICIPALITY Charlottesville

DISTRICT Culpeper

ACTION REQUIRED (SELECT BELOW)	STREET NAME ROUTE NUMBER	TO	TERMINI	FROM	R/W (Width) (FEET)	PAVEMENT WIDTH (FEET)	CENTER LANE (MILES)	NUMBER OF LANES	MOVING LANE MILES	<a href="#">Eligibility Code Reference Link</a>	FUNC. CLASS. (T&MPD USE ONLY)
ADD (New Road)	Hillsdale Drive		Dead End; NCL		50-80	36-54	0.9	2	1.71	1	
DELETE	Line Drive		Zan Road; India Road		50	40	0.2	2	0.32	1	
DELETE	Zan Road		Line Drive; Seminole Court		50	39	0.1	2	0.22	1	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
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SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	
SELECT ONE									0.00	Select one	

\* Council Resolution and Map Attached

SIGNED \_\_\_\_\_  
MUNICIPAL OFFICIAL                      DATE

SIGNED \_\_\_\_\_  
AUTHORIZED VDOT OFFICIAL                      DATE

Submit to: District Point of Contact in triplicate

CLASSIFIED BY \_\_\_\_\_  
T&MPD ENGINEER                      DATE

## **RESOLUTION**

### **Fiscal Year 2020 – 2021 Revenue Sharing Program - \$1,150,000**

At a regularly scheduled meeting of the City of Charlottesville City Council held on July 1, 2019, on a motion by [name of Council or Board member], seconded by [name of Council or Board member], the following resolution was adopted by a vote of [#] to [#]:

WHEREAS, the City of Charlottesville City Council desires to submit two applications for an allocation of funds of up to \$1,150,000 through the Virginia Department of Transportation Fiscal Year 2020-21, Revenue Sharing Program; and,

WHEREAS, \$1 million of these funds are requested to fund the East High Streetscape Signalization; and,

WHEREAS, \$150,000 of these funds are requested to fund the Route 250 Bypass/Hydraulic Turn Lane Extension; and,

WHEREAS: The City of Charlottesville City Council hereby supports this application for an allocation of \$1,150,000 through the Virginia Department of Transportation Fiscal Year 2020-21 Revenue Sharing Program.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Charlottesville hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

ADOPTED this 1st day of July 2019.

## **RESOLUTION**

### **Fiscal Year 2021 – 2022 Revenue Sharing Program - \$1,500,000**

At a regularly scheduled meeting of the City of Charlottesville City Council held on July 1, 2019, on a motion by [name of Council or Board member], seconded by [name of Council or Board member], the following resolution was adopted by a vote of [#] to [#]:

WHEREAS, the City of Charlottesville City Council desires to submit one application for an allocation of funds of up to \$1,500,000 through the Virginia Department of Transportation Fiscal Year 2021-22, Revenue Sharing Program; and,

WHEREAS, \$1.5 million of these funds are requested to fund the Multi-Modal Improvements, Citywide; and,

WHEREAS: The City of Charlottesville City Council hereby supports this application for an allocation of \$1,500,000 through the Virginia Department of Transportation Fiscal Year 2021-22 Revenue Sharing Program.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Charlottesville hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

ADOPTED this 1st day of July 2019.

## **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.

Agreement for Shared Staffing at Circuit Court – City of Charlottesville,  
Albemarle and Greene Counties

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE COUNTY OF ALBEMARLE, a political subdivision of the Commonwealth of Virginia, ("Albemarle"); THE COUNTY OF GREENE, a political subdivision of the Commonwealth of Virginia ("Greene"); and THE CITY OF CHARLOTTESVILLE, a political subdivision of the Commonwealth of Virginia ("Charlottesville").

WITNESSETH:

WHEREAS, Albemarle, Greene, and Charlottesville are all located in the 16<sup>th</sup> Judicial Circuit of the Commonwealth and are served by the circuit courts thereof; and

WHEREAS, by formal action of the State of Virginia, the Honorable Claude Worrell has been appointed to serve the 16<sup>th</sup> Judicial Circuit. He is expected to devote 40% of his time to Albemarle, 40% to Greene, and 20% to Charlottesville, generally resulting in 2 days, 2 days and 1 day each week, respectively; and

WHEREAS, Albemarle, Greene, and Charlottesville have determined that Judge Worrell needs a legal services assistant and that it is lawful and appropriate that they provide for such assistance for Judge Worrell; and

WHEREAS, the costs for a legal services assistance include salary and benefits, and any necessary administrative support to the judge and the legal assistant, for an estimated yearly total cost of \$80,000; and

WHEREAS, based upon the existing caseload, it has been determined that it is most efficient that Judge Worrell have his principal office in Charlottesville; and

WHEREAS, Albemarle, Greene and Charlottesville have determined that, based upon the time and resources spent in each jurisdiction, the localities agree to contribute a pro rata portion of the cost of providing a legal assistant as follows: Albemarle 40%; Greene 40%; City of Charlottesville 20%.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth hereinafter, and pursuant to the provisions of Virginia Code Section 15.2-1300, *et seq.*, the localities hereby agree as follows:

- (1) All references to Judge Worrell are presumed to apply also to any successor in office, meaning a judge who replaces Judge Worrell in largely the same duties and for the same localities.
- (2) Albemarle agrees to provide a legal services assistant for Judge Worrell, providing him with salary and benefits, and any necessary administrative support to the judge and the legal services assistant (collectively, "Legal Assistance"). Legal Assistance may be provided in any manner that Judge Worrell and Albemarle agree.
- (3) Greene agrees to pay Albemarle 40% of the cost of providing Legal Assistance.
- (4) Charlottesville agrees to pay Albemarle 20% of the cost of providing Legal Assistance.
- (5) Until a planned renovation makes available suitable chambers space at Albemarle County Circuit Court ("Courthouse"), Judge Worrell will be provided with chambers in the Levy Opera House, the Jessup House, or another building agreeable to Albemarle, Charlottesville, and Judge Worrell. Upon suitable



chambers space becoming available at the Courthouse, Judge Worrell's chambers will be transferred to the Courthouse.

- (6) Each year, Albemarle shall propose to Greene and Charlottesville, no later than February 1 of each year, a budget that sets forth each's share of the estimated cost of Legal Assistance for the next fiscal year. Thereafter, Albemarle shall bill Greene and Charlottesville for each's share no later than September 30. Greene and Charlottesville shall remit payment to Albemarle on or before January 1.
- (7) This agreement will be effective upon the execution of the final of the 3 localities, and remain in effect until the parties mutually decide to terminate the agreement. One party may elect to unilaterally remove itself from this agreement; notice of unilateral termination must be made not later than June 1, to be effective on the July 1 of the following calendar year. Notice is considered given on the date it is actually received by the office of the chief executive officer of the other localities.
- (8) The obligations set forth herein are subject to all the localities approving an annual appropriation sufficient to cover their respective obligations.

IN WITNESS WHEREOF, Albemarle, Greene, and Charlottesville have executed this agreement as of the dates below.

COUNTY OF ALBEMARLE:

\_\_\_\_\_  
Jeffrey B. Richardson  
County Executive

\_\_\_\_\_  
Date

COUNTY OF GREENE:

\_\_\_\_\_  
Mark B. Taylor, Esq.  
County Administrator

\_\_\_\_\_  
Date

CITY OF CHARLOTTESVILLE:

\_\_\_\_\_  
Dr. Tarron J. Richardson  
City Manager

\_\_\_\_\_  
Date

**RESOLUTION**

**Capital Funding Transfer for the Purchase and Installation of City Hall Security Cameras  
\$26,000**

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the funding for the purchase and installation of City Hall security cameras is hereby transferred in the following manner:

**Transfer From:**

\$26,000      *Fund: 426*                      *WBS: P-00762*                      *G/L Account: 599999*

**Transfer To**

\$26,000      *Fund: 426*                      *WBS: P-01023*                      *G/L Account: 599999*

**AN ORDINANCE  
AMENDING SECTION 2-6  
OF CHAPTER 2 (ADMINISTRATION)**

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

Section 2-6 of Chapter 2 of the Code of the City of Charlottesville (1990) is amended as follows:

**Sec. 2-6. - Legal holidays.**

In each year, the first day of January (New Year's Day), the third Monday in January (Martin Luther King, Jr. Day), the third Monday in February (George Washington Day), ~~the thirteenth day of April (Jefferson's Birthday)~~, the last Monday in May (Memorial Day), the fourth day of July (Independence Day), the first Monday in September (Labor Day), the eleventh day of November (Veterans Day), the fourth Thursday in November (Thanksgiving Day), the Friday after the fourth Thursday in November, the twenty-fifth day of December (Christmas Day) or, whenever any of such days shall fall on Saturday, the preceding Friday shall be a legal holiday, and whenever such days shall fall on Sunday, the Monday next following such day shall be a legal holiday.

**AN ORDINANCE  
AMENDING SECTION 2-6  
OF CHAPTER 2 (ADMINISTRATION)**

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

Section 2-6 of Chapter 2 of the Code of the City of Charlottesville (1990) is amended as follows:

**Sec. 2-6. - Legal holidays.**

In each year, the first day of January (New Year's Day), the third Monday in January (Martin Luther King, Jr. Day), the third Monday in February (George Washington Day), the third day of March (Freedom and Liberation Day), ~~the thirteenth day of April (Jefferson's Birthday)~~, the last Monday in May (Memorial Day), the fourth day of July (Independence Day), the first Monday in September (Labor Day), the eleventh day of November (Veterans Day), the fourth Thursday in November (Thanksgiving Day), the Friday after the fourth Thursday in November, the twenty-fifth day of December (Christmas Day) or, whenever any of such days shall fall on Saturday, the preceding Friday shall be a legal holiday, and whenever such days shall fall on Sunday, the Monday next following such day shall be a legal holiday.

## **RESOLUTION**

BE IT RESOLVED, by the Council of the City of Charlottesville, Virginia that the City Manager is requested to amend the City's Personnel Policies and Regulations to provide for a floating holiday for City employees.

**RESOLUTION**  
**July 1, 2019**  
**Establishing a Minority Business Commission**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the Disadvantaged Business Enterprise Task Force, also known as the Minority Business Task Force, previously created on June 19, 2017, is hereby dissolved and discontinued (and this Council expresses appreciation to the Task Force Members for their service); and.

**BE IT FURTHER RESOLVED** by this City Council THAT a new Minority Business Commission is hereby created and established pursuant to the following charter:

**Purpose:**

The purpose of the Minority Business Commission (“MBC”) is to serve in an advisory capacity to City Council on the following matters:

1. The City’s established policy of equal opportunity and nondiscrimination in procurement and business development;
2. The City’s efforts in promoting the startup of minority-owned businesses in the City and the growth and expansion of existing City minority-owned business;
3. The City’s continuing efforts to encourage the participation of businesses, and in particular those certified by the Department of Small Business and Supplier Diversity (SBSD), in City contracts; and
4. The City’s assurance that its business development and procurement opportunities are made available to all persons, regardless of race, religion, color, sex, national origin, age, sexual orientation, gender identity, disability or any other basis prohibited by law; and

The MBC will not have authority to participate in, provide advice or assistance with respect to, or otherwise become involved in individual procurement solicitations, evaluations, awards, disputes or protests.

The MBC shall provide a written report on an annual basis to the City Council regarding its meetings, members’ participation in the meetings, its analysis of the matters referenced in (1)-(4) above, and any findings and recommendations of the MBC regarding the effectiveness of the City Administration’s efforts in relation to those matters. The report shall be submitted to the Clerk of Council on or before March 1 each calendar year.

**Membership:**

The MBC will consist of eight (8) members, as follows:

Five (5) individuals shall be appointed by City Council to the MBC, each of whom must live or work in the City of Charlottesville and/or Albemarle County throughout the appointed

terms. Initially: two members shall be appointed for a term ending June 30, 2022; two members shall be appointed for a term ending June 30, 2021; and one member shall be appointed for a term ending June 30, 2020; upon the expiration of a member's initial term the member's replacement shall be appointed for a term ending on June 30 of the third year following the date of expiration of the term of the member whose term expired, so that the terms shall remain staggered in the manner established by the initial terms. In the event any member resigns or is removed by Council from the MBC prior to the expiration of his or her appointed term, then a replacement member shall be appointed to serve the remainder of that unexpired term.

Additionally, the MBC shall include: the City's Minority Business Development Coordinator and the City's Minority Procurement Development Coordinator and one City Councilor selected by City Council.

**RESOLUTION**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$35,300 is hereby allocated from currently appropriated funds in the Council Strategic Initiatives account in the General Fund to the City of Charlottesville Office of Economic Development.

**Transfer From:**

\$35,300      Fund: 105      Cost Center: 1011001000      G/L Account: 599999

**Transfer To:**

\$35,300      Fund: 105      Internal Order: 2000151      G/L Code: 599999